

RICHARDSON OILSEED PRODUCTS LIMITED
(Hereinafter referred to as "The Company")

AND

UNITED FOOD AND COMMERCIAL WORKERS CANADA UNION, LOCAL NO. 401
(Hereinafter referred to as "The Union")

MEMORANDUM OF AGREEMENT

Updated: January 25, 2022

The following details a unanimously recommended settlement reached between the parties on January 21, 2022. The Union negotiations committee commits to recommending this to their membership for ratification.

CP #1 - Update Company Name throughout the Collective Agreement:

Replace "Richardson Oilseed Products" with "Richardson International Limited" as appropriate

Memorandum Note – The Company will arrange to have the certificate amended.

Agreed April 14

CP #2 - Update throughout the Collective Agreement:

Replace references to "Nutrition" (9 occurrences) with "Food & Ingredients" as appropriate

Agreed May 5

UP #1 - Amend article 1 as follows:

- 1.4 The Company agrees that it shall be a condition of employment that ~~any employee who, at the date of this Agreement was a member of the Union in good standing, or who becomes a member after that date,~~ **all employees maintain** such membership **in the Union** as long as this Agreement is in effect and they are employed as a bargaining unit employee.
- 1.5 (a) Since the Union is recognized as the bargaining agent of the employees as defined in this Article, and in order to promote **a harmonious relationship between the company** ~~harmony among such~~ **and** employees, it is hereby provided that **all employees hired after the effective date of this Agreement and who come within the scope of this Agreement, by the Company into the bargaining unit,** shall pay such **Initiation Fees, assessments and** Union dues as may from time to time be ~~assessed~~ **determined** by the Union, ~~whether they become member of the Union or not.~~ **For greater clarity,** all employees coming within the scope of this Agreement shall pay Union dues the day they become employed by the Company.

Errors & Omissions Excepted

- (b) The Company will request each new employee at the time of hiring to sign an authorization for the deduction of Union dues and **Union membership**. The Company will also deduct from each employee covered by this Agreement, the Union initiation fee. Such deduction of Union initiation fee will commence only after receipt from the Union of an authorization card duly signed by the employee.

Agreed Nov 16

- 1.6 All deductions shall be made weekly to coincide with each pay period. All sums deducted, together with a record of those from whom deductions have been made and the amount thereof, shall be forwarded monthly to the ~~Secretary-Treasurer of the~~ Local Union not later than the 15th day of the following month.

The Employer shall also provide a list of those members who have had Union dues deducted in the time period along with the following information in a format determined by the Union:

- i. **Name**
- ii. **Addresses**
- iii. **Phone Numbers**
- iv. **Email Addresses**
- v. **Social Insurance Numbers**
- vi. **Union dues breakdown: Hours of Work, Weekly Dues, Dues Assessment, National Defence Fund, Initiation fees.**

Memorandum Note: Following ratification the Union and the Company, will meet and agree to a safe and secure process to share information. SIN numbers will not be transmitted until the secure process has been determined and implemented. The Company requires 4 weeks' notice following ratification to implement the dues breakdown.

Agreed Nov 17

UP #3 - Amend the current language under Article 3 to read as follows:

3.2 (a) The Union will elect **or appoint** Shop Stewards in a manner determined by it. There shall be one from each department, except in Nutrition where there may be one Shop Steward per main production shift. Shop Stewards shall be regular full-time employees of the Company. In addition, a Chief Steward shall be elected **or appointed** by the Union in a manner determined by it. The Union agrees to promptly inform the Company about the appointment of a Chief Steward and Departmental Stewards as they are elected and/or appointed.

3.2 (b) The Company will provide an e-mail address for the Chief Steward and on a weekly basis, where there is discipline in that week, will provide a written summary of any disciplinary action against an employee covered by this Agreement if agreed to by the disciplined employee.

3.2 (c) The Company will exercise its right to discipline an employee as quickly as is reasonably possible but this right will be exercised not later than fifteen (15) working days (M-F) of the Company becoming aware of the

Errors & Omissions Excepted

event giving rise to the disciplinary action. Where there is a suspension, it shall be served on consecutive scheduled workdays.

- 3.5 Should differences arise between the Company and the Union as to the interpretation or application of, or compliance with, the provisions of this Agreement, there shall be no interruption or impeding of work, work stoppages, strikes, or lock-outs because of such differences, but an earnest effort shall be made to settle such differences quickly in the following manner:

Both parties mutually agree that all grievance matters **where possible** should be attempted to be resolved directly between the Supervisor and the employee prior to a formal grievance being filed.

Step One

If the grievance is not satisfactorily resolved in discussion with the Supervisor or designate, the aggrieved employee **or the union on their behalf** shall, within ten (10) working days (M-F) after the event giving rise to the grievance, or the day that the employee should have become aware of the event, present the grievance in writing to their Supervisor identifying the employees involved, alleged provisions violated, Union position and remedy sought. All grievances must be signed and approved by the Department Shop Steward, the designated Steward or the full time Union Representative, if the Steward or Union Executive is absent. Once received, the Supervisor must consult with the Manager and both are encouraged to confer with the employee and the designated Department Shop Steward, the designated Steward or the full time Union Representative, if the Steward is absent.

The Manager will give their response in writing within five (5) working days (M-F) of receipt of the formal grievance with **and** a copy of which will be provided to the Chief Shop Steward, **the Union Representative** and Human Resources.

Step Two

If the grievance is not resolved at Step One, then ~~the employee and/or the Chief Shop Steward shall within five (5) working days (M-F),~~ **Union shall submit the grievance**, after the receipt of the Manager's written response, submit the grievance, with confirmation of the specific alleged violated provisions, to the Department Manager, or the designated representative **within five (5) working days**. The Company shall confer with the ~~employee, the Grievance Committee and the Business Agent if desired~~ **Union Representative**, within five (5) working days (M-F) of receipt of the grievances or some mutually agreeable time in an attempt to resolve the grievance. Within ten (10) working days (M-F) of this meeting, the Company shall provide a response to the Union **Representative** in writing.

Step Three

If the grievance is not satisfactorily resolved following the Company's response in Step Two, either the Company or the Union shall provide written notice of referral of the grievance to arbitration. Such notice of referral must be given no later than the twenty-five (25) working days (M-F) following the Second Step Company response.

~~Should both~~ **The** parties agree to the use of a single arbitrator. **The** written notice of referral of a grievance to arbitration, ~~given as required by the above grievance procedure,~~ shall include a name or a list of names of the person or persons the party submitting the notice is willing to accept as the single arbitrator. ~~The party receiving the notice, if it accepts the person or one of the persons suggested to act~~

as arbitrator, shall within seven (7) calendar days following receipt of the notice, notify the other party accordingly and the grievance shall be submitted to that arbitrator. If the party receiving the notice does not accept any of the persons suggested by the party sending the notice, it shall within seven (7) calendar days after receipt of the notice notify the other party accordingly and send the name or a list of names of the person or persons it is willing to accept as the single arbitrator. If the parties are unable to agree on a person to act as a single arbitrator then the **Director of Mediation Services**, for the Province of Alberta, may be requested by either party to appoint a single arbitrator.

Deadlines related to the above-noted steps may be extended by written mutual agreement by the Company and the ~~Chief Shop Steward~~ or the Union office.

- 3.6 When settlement is reached at any stage of these procedures, such settlement shall be final and binding, it being understood that no settlement will be made unless the Chief Steward and ~~either the Unit Chairperson or the Unit Vice Chairperson~~ of the Union, is aware of the terms of the settlement **and has agreed to it.**

3.7 Power of the ~~Arbitration Board~~ or Single Arbitrator

It shall be the function of the ~~Arbitration Board~~ or single arbitrator to make a decision in cases of alleged violations of the specific Articles and Sections of this Agreement.

- (a) The ~~Arbitration Board~~ or single arbitrator shall have no power to add to, subtract from, amend, disregard, alter or modify any of the terms of this Agreement.
- (b) The power of the ~~Arbitration Board~~ or single arbitrator shall be limited to deciding whether the Company, the Union, or the employee has violated the expressed Article(s) or Section(s) of the Agreement and its decision shall be rendered in accordance with the terms and conditions of this Agreement. It being understood that any matter not specifically set forth herein remains within the reserved rights of the Company.
- (c) In the event that a case is appealed to an ~~Arbitration Board~~ or single arbitrator on which ~~it~~ **they have** no power to rule, the matter shall be referred back to the parties without the decision or recommendation on its merits.
- (d) Where an employee has been suspended or dismissed for **reasons** other than just cause, the ~~Arbitration Board~~ or single arbitrator:
 - (i) May direct the employer to reinstate the employee and pay to the employee a sum equal to his wage loss by reason of his suspension or dismissal or such lesser sum as, in the opinion of the ~~Arbitration Board~~ or single arbitrator, is fair and reasonable; OR
 - (ii) May make such other directive varying the penalty as ~~it~~ **they** considers fair and reasonable having regard to the terms of the Collective Agreement.

- 3.8 The decision of a majority of the ~~Arbitration Board~~ or **the** single arbitrator ~~is the award of the Arbitration Board single arbitrator and such awards~~ shall be final and binding upon the parties and the employees.

- 3.9 The fees and expenses of the ~~Chairman of the Arbitration Board or single arbitrator~~ shall be shared equally by the Company and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses of witnesses called by the other.
- 3.11 When a grievance affects the pay of an employee and is not amicably disposed of within two (2) working days (M-F), but subsequently is settled satisfactorily, and, as a result of such settlement, the pay of such employee is increased, such increases shall be retroactive twenty-one (21) working days prior to the date the grievance was filed, or to the date the employee was otherwise entitled, whichever is shorter. ~~However, where an error or miscalculation, not a grievance, is discovered, the amount paid in error shall either be collected from or paid to the employee retroactively to the date of the error.~~
- 3.12 Grievance work for Step 1 and Step 2 of the grievance procedure shall be done on Company time without the loss of pay during regular working hours. An aggrieved employee, and any ~~member of the Grievance Committee~~ **Shop Steward** coming in during time off to process a grievance shall be paid at their regular rate for time spent at Steps One and Two of the grievance procedure.
- A Shop Steward or other representative of the ~~Grievance Committee~~ **Union** may discuss a grievance with the employer or employee during working hours as long as ~~he has~~ **they have** notified ~~his~~ **their** supervisor and the employee's supervisor as to which grievance **they** will be discussing, where such discussions will take place, and approximately how long **they** will be away from the job. If the Union Representative has to meet with an employee then the Union Representative and the employee must receive permission from ~~his~~ **their** immediate supervisor to do so. Such permission will not be withheld for longer than two (2) hours.
- 3.13 Representatives of the Union, **including Shop Stewards**, may initiate discussions with the Company on any matter which comes to their attention.
- ~~Representatives of the Union, deemed to include Executive and Shop Stewards.~~
- 3.14 The aggrieved employee may be present during any steps of the grievance procedure should the Company, Union, or the employee so desire. The Union assures the Company that only affected grievors that are required to be at grievance meetings will be there. In the case of "~~class action~~" **group** grievances it is understood that in most cases it would not be necessary for all grievors to attend.

Union Proposal 6/7 - Amend the current language under Article 4.3 (a) to read as follows:

- 4.3 (a) When an employee is transferred or promoted to a posted position, it will be necessary for the employee to demonstrate competence in the performance of the job. **The employee will receive the new rate of pay as provided in the wage classification schedule immediately upon transfer.** ~~before the new rate of pay is received as provided in the wage classification schedule.~~ It is mutually recognized that the period of time before an employee demonstrates competence will differ from employee to employee and from job to job, however, such probationary period will generally not exceed four-hundred eighty (480) hours worked in the new position. Competence will be determined by the Company **in accordance with the Company training manuals and verification documents.**

Where an employee fails to demonstrate competence as outlined above, the employee will be placed back onto the job previously held by that employee. If the job previously held no longer exists, the employee will be placed as per the provisions of Article 10.4.

The Company agrees to act reasonably with respect to the above. The Company further agrees to provide the Union with a copy of any relevant training modules and manuals upon request.

Agreed to non-economic portion Nov 16 & economic portion Dec 7

UP 13 – Amend Article 5.7 as follows:

- 5.7 For the purpose of calculating overtime, the following will be computed:
- (a) Hours paid for a paid holiday when the employee is not scheduled to work their regular shift that falls on a paid holiday;
 - (b) Hours worked for a paid holiday when the employee is scheduled to work their regular shift that falls on a paid holiday;**
 - (c) Hours paid for vacation;
 - (d) Time lost due to Workers Compensation;
 - (e) Time spent in training seminars, at the Company's request, including travel time as determined by the Company;
 - (f) Hours paid as rest period as a result of emergency call-in.

An employee will not, under any circumstances, have any of his days off or days on rescheduled to a paid holiday unless otherwise agreed by the employee and the Company.

Agreed Dec 7

UP 17 & CP 10 – Amend article 5.8 as follows and Memorandum Note:

- 5.8 Overtime will be allocated to the willing, available, qualified employee(s) performing work in the classification in which the overtime work is needed. This will be done on rotation basis commencing with the senior employee and moving to the next senior employee(s). The rotation cycle will start over each week, commencing at Monday 0000 hours. If employees cannot be found to perform the required overtime work, the Company may assign the junior, capable, qualified employee to perform the work. However, no employee will, in any event, be required to work in excess of four (4) hours overtime in one (1) day, nor in excess of eight (8) hours overtime in any one (1) week. An Employee will not be required to work overtime if the employee has a scheduled medical appointment.

A shift extension can be scheduled, to a maximum of four (4) hours, at the end of a scheduled shift. Overtime will be allocated to the willing, available, qualified employee(s), on that shift, performing work in the classification in which the overtime work is needed. This will be done on rotation basis commencing with the senior employee on the shift and moving to the next senior employee(s) on the shift. Shift extensions will not affect the daily or weekly overtime rotation.

- a) The maintenance department will continue to follow departmental practices related to work completion at the end of a shift involving overtime.**

Memorandum Note: Process differs between the overtime rotation (Article 5.8, paragraph 1) and shift extension (Article 5.8, paragraph 2). The Company will create a transparent mechanism to indicate overtime vs. shift extension and communicate it back to employees in toolbox talks and to the Union.

Agreed Nov 17 & Dec 9

UP 14 & CP 11 – Banked OT

- 5.10 Overtime pay may be banked at the employee’s request, between January 1st and November 30th of each year of the Collective Agreement and a maximum of forty-eight (48) hours each year can be used to cover time off in increments of one (1) shift, under the following guidelines:
- (a) Requests for banking overtime pay must be completed on the appropriate form prior to the end of the current pay period.
 - (b) Requests, in writing, may be made for any amount of banked overtime pay hours to be paid out on the next regular scheduled pay period. Requests must be made no later than the Friday prior to the pay period that the pay is to be included with.
 - (c) Any unused banked overtime pay will be paid out at the earned rate on the last pay period of ~~March~~ **December** of the following year.
 - (d) Banking of overtime pay will only be allowed when the overtime being banked is as a result of having worked overtime hours as per the provisions of Article 5.1 and Article 5.11 (actual hours worked only).
 - (e) **The Company shall not unreasonably deny a request to use banked overtime pay in accordance with 5.10 (a).**

Agreed Dec 7

CP 13 – Add a new Article 5.12 as follows:

- 5.12 Employees who agree to work an overtime shift in advance during a regular work week or during a week which contains a statutory paid holiday(s) will follow all Company directed attendance reporting procedures. It is understood between the parties that an agreement to work an overtime shift becomes a scheduled shift and failure to report or advise an absence in advance is subject to the normal attendance policy.**

Agreed Dec 9

UP 18 – Amend Article 6.1 as follows:

- 6.1 The days listed below shall be recognized as paid holidays. Employees covered by this Agreement shall receive their regular scheduled pay for that day. If an employee works on a holiday, in addition to receiving

holiday pay, the employee will be paid at the rate of two (2) times the employee's regular hourly rate. Any employee, whose scheduled day off falls on a paid holiday, shall be paid their regular hours at their regular rate of pay.

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Heritage Day	

When Canada Day, ~~or~~ Remembrance Day **and/or Christmas Day (effective 2022)** falls on a Saturday or Sunday, the Friday preceding will be recognized as the holiday in lieu of Saturday, and the Monday following will be recognized as the holiday in lieu of Sunday, except for employees who are on a continuous shift schedule in which case the actual day will be recognized.

Agreed Dec 9

UP 20 - Amend Article 7.1 as follows:

7.1 The Company shall provide vacation with pay as follows:

- (a) Employees with less than one (1) year of service on termination shall receive four (4%) percent of their regular pay for the period of employment.
- (b) Those employees with more than one (1) year of service on termination shall receive vacation pay calculated as a percentage of regular pay, from the date of termination back to January 1st of the calendar year of termination. The percentage rate shall be based on years of continuous service prior to January 1st of the calendar year of termination as follows:
 - (i) One (1) or more years of service – 4%
 - (ii) **Four (4)** or more years of service – 6%
 - (iii) Ten (10) or more years of service – 8%
 - (iv) **Eighteen (18)** or more years of service – 10%

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- (v) Twenty-five (25) years or more of service – 12%
- (c) Vacation entitlement for employees shall be based on years of service completed prior to January 1st of the calendar year in which the vacation is to be taken, **with the exception of new hires, who will accrue vacation until they have one full year of service on January 1. Administration** is as follows:

- (i) **New employees are not permitted to take vacation during their probationary period.**
- (ii) **Until an employee has one (1) year of service on January 1, the employee will accrue one (1) days' vacation for each month worked, up to a maximum of ten (10) working days per year, on the following scale:**

January	10 days	July	6 days
February	10 days	August	5 days
March	10 days	September	4 days
April	9 days	October	3 days
May	8 days	November	2 days
June	7 days	December	1 day

An employee entering service after the fifteenth (15th) day of the month will be considered, for vacation entitlement purposes, to have entered the following month.

- (iii) One (1) or more years of service – ten (10) working days.
- (iv) **Four (4)** or more years of service – fifteen (15) working days.
- (v) Ten (10) or more years of service – twenty (20) working days.
- (vi) **Eighteen (18)** or more years of service – twenty-five (25) working days.
- (vii) Twenty-five (25) or more years of service – thirty (30) working days.
- (viii) One (1) vacation day equals eight (8) hours.

If an employee takes any vacation which has yet to be accrued, it will be clawed back on their final pay.

Agreed Dec 9

CP #16 - Delete article 7.7 as follows:

~~7.7 Any employee who is eligible for more than three (3) weeks vacation shall, except where otherwise mutually agreed between the employee, his Supervisor and the Union, take his vacation in not less than two (2) periods, of which no portion shall be less than a full week, nor more than three (3) weeks.~~

Agreed May 5

CP #17 - Amend article 7.10, paragraph 1, as follows:

7.10 Vacations will be granted only in the vacation year in which they are due and may not be carried over to the following vacation year; however, **current** employees (**hired prior to ratification**) whose entitlement is fifteen (15) days or more, may request in writing, which is subject to the Company's discretion and approval, the following:

- (a) May request to carry-over vacation entitlement in excess of fifteen (15) days as a bridge to retirement with a maximum life carry-over of twenty-five (25) weeks. Any carry-over would be taken immediately preceding the date of retirement. This would be paid vacation totaling the number of vacation days carried over from previous years in addition to any vacation entitlement in the retiring year. Vacation pay would be based on the appropriate rate of pay at the date of retirement.
- (b) Requests for (a) above must be made prior to March 1st of the current vacation year.
- (c) All Company provided benefits will cease at the end of the last working day.

Memorandum Note – The parties agree to update “ratification” to the actual date once known
Agreed Nov 17

CP #20 - Amend Article 8 (d) as follows:

ADD 8.3 (d) An employee will be considered to have voluntarily resigned their employment and seniority broken should they miss five (5) consecutive scheduled shifts without contacting the Company or without good and sufficient reason.

Agreed June 2

UP #22 - Add a new Article 9.5 and re-name Article 9 – **Transfers, Promotions and Training:**

Training opportunities will be determined by the Company and offered based on operational requirements and the business' needs. The Company will endeavor to provide training opportunities on the basis of

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seniority, provided operational requirements permit and the employee possesses the measurable capabilities and reasonable qualifications to do the job as determined by the Company. It is understood a training employee must demonstrate continuous and reasonable progression through the established training modules. More than one employee may be given opportunity to be trained at a particular task or group of tasks at a time. Training opportunities do not necessarily guarantee a promotion or transfer to a position as training will be done per operational requirements and may be in advance of known or unknown vacancies.

Agreed Nov 16

UP25 – Article 12 & UP 30 – Article 13

12.4 It is agreed that the Weekly Indemnity and Salary Continuance Plan will provide for:

- (a) A continuation of an employee's wage at the following rates:
 - (i) First forty (40) hours in the calendar year - continuation of employee's wage at one hundred (100%) percent of his regular rate of pay.
 - (ii) Any hours over the first forty (40) hours thereafter in the calendar year - continuation of employee's wage at eighty (80%) percent of his regular rate of pay.
- (b) The cost of the "Short-Term Plan" is borne by the Company for a period of up to and not exceeding six hundred (600) hours. A ~~twenty-four (24)~~ **sixteen (16)** scheduled work hour waiting period is applied to all STD claims. The employee must submit the required documentation set out in the Benefit Booklet in order for a Short Term Disability (STD) claim to be initiated. The Adjudicator assesses all claims and determines whether the employee's application for STD meets the requirements for payment of Short Term Disability benefits.
- (c) The ~~twenty-four (24)~~ **sixteen (16)** scheduled work hour waiting period will be waived if an employee is admitted to hospital as an in-patient, or for surgery, or is involved in a verifiable accident.
- (d) The Company may work with the Adjudicator, the employee, the Union, and the physician to establish an acceptable Return to Work Program. The Return to Work Program will be based on physical and non-physical limitations and necessary accommodations identified by the physician and the Adjudicator. Employees are required to participate in the Return to Work Program in order to continue to qualify for STD benefits.
- (e) STD benefits are subject to Provincial and/or Federal source deductions.
- (f) Benefits under the "Short Term Plan" will not be paid for any illness or disability covered by the Workers' Compensation Act and shall be subject to Provincial and/or Federal Legislation.
- (g) The Company and/or any insurer providing STD coverage shall have the right to the recovery of third party settlements/claims and an employee must cooperate in order to and support the collection of third party settlements/claims.
- (h) If during the twelve (12) month period following the date of an employee filing their original STD application, the employee experiences a repeat illness or accident, a new fifteen (15) week claim will not be established. Instead, the repeat illness or accident will be assessed and calculated on an aggregate basis, for the purpose of determining the time remaining on their fifteen (15) week claim.

UP 50 – Add new Article 12.06, UFCW Health & Safety Education and Training Fund as follows:

The Employer agrees to contribute five cents (\$0.05) per hour for every regular hour worked by members of the UFCW Local 401 to the United Food and Commercial Workers, Local 401, Health, Safety and Education Training Fund.

Agreed Dec 9

UP 29 – Amend Article 13.5 as follows:

- 13.5 Full-time employees who purchase CSA Company approved safety footwear for use on the job shall be reimbursed for the actual cost of the footwear **and insoles** but in any case not more than two hundred and **fifty (\$250.00)** dollars per calendar year. All employees are required to wear CSA Company approved footwear. Requests for reimbursement must include an original sales receipt.

Agreed Dec 7

Union Proposal #43/44 - Add a new sub-article to Article 13 – General, as follows:

- 13.7 An employee shall be entitled to unpaid, job-protected leave consistent with Alberta employment standards for the disappearance or death of a child or due to the effect of violence in the home.**

Agreed Nov 17

CP 24 – Amend Article 16 as follows:

1. ~~Employees born between 1948 & 1950, who after attaining the age of fifty seven (57) years, and prior to reaching the age of sixty one (61) years, wish to retire may do so and receive a retirement allowance provided by the Company as follows:~~
- ~~(a) Allowance to be calculated at age fifty seven (57) only on the basis of 2.25 weeks per year of full service at regular pay. This retirement allowance may be taken within any year of the qualifying period.~~
 - ~~(b) The employee must provide the Company with a minimum of one (1) years notice, or a mutually agreed timeframe, of his intention.~~
 - ~~(c) A maximum of two (2) employees per quarter will be permitted to early retire, based on seniority, as per the following criteria:

 - ~~(i) A maximum of one (1) employee per quarter per Department, unless mutually agreed to by the Company and the Union.~~
 - ~~(ii) No employee will be disqualified from early retirement benefits due to above limits. Qualification will be based on seniority and may result in the extension of the above qualification period.~~~~
- 16.1. Employees born between 1951 & 1964, who after attaining the age of fifty-seven (57) years, and prior to reaching the age of sixty (60) years, wish to retire may do so and receive a retirement allowance provided by the Company as follows:**
- (a) Allowance to be calculated at age fifty-seven (57), to a maximum of thirty-five (35) years' service, on the basis of 2.25 weeks per year of full service at regular pay. This retirement allowance may be taken within any year of the qualifying period.**
 - (b) The employee must provide the Company with a minimum of one (1) years notice, or a mutually agreed timeframe, of his intention.**
 - (c) A maximum of one (1) employee per month will be permitted to early retire, based on seniority, as per the following criteria:**

Errors & Omissions Excepted

- (i) A maximum of two (2) employees per quarter in Nutrition, unless mutually agreed to by the Company and the Union.
- (ii) A maximum of one (1) per quarter in all other Departments, unless mutually agreed to by the Company and the Union.
- (iii) No employee will be disqualified from early retirement benefits due to above limits. Qualification will be based on seniority and may result in the extension of the above qualification period.

- 16.2.** Employees born after 1964 will be entitled to a one (1) time payout as follows:
- (i) Employees with one (1) or more years of service will be paid six hundred (\$600.00) dollars per full year of service, as of September 1, 2004.
 - (ii) Employees hired between September 1, 2003, and August 31, 2004, and subsequently achieve permanent status, will be paid three hundred (\$300.00) dollars.
 - (iii) Payments will be processed in the payroll week of February 14, 2005.

~~4. Current bargaining unit employees eligible for early retirement under the previous Collective Agreement will be grandfathered under the Early Provision of the previous Collective Agreement, with the exception that a notice period of six (6) months will be required.~~

- 16.3.** Employees hired after August 31, 2004, will not be eligible for any of the above early retirement benefits.
- 16.4.** This benefit will be provided in addition to any other Company or Government Pension provisions.
- 16.5.** **The employer agrees to put in place a new retirement program effective January 1, 2022, which is subject to the terms and conditions set out below:**

- i. **A retirement incentive may be offered to employees who qualify. It is understood that all applicants must be approved by the Company considering operational requirements. The process is triggered by the Company, based on operational requirements, posting a call out for applications. To be considered, employees will have until the indicated date to apply in writing. This written request must indicate the employee's retirement date.**
- ii. **To participate in this retirement program, employees must have the following at time of application:**
 - a. **at least twenty (20) years of service**
 - b. **be sixty (60) years of age or older**
 - c. **have age and service that totals eighty (80) or higher**
- iii. **Employees will typically be expected to give a minimum of 6 months' notice of retirement. Where 6 months' notice is not required due to operational requirements, an earlier date may be mutually agreed to.**
- iv. **Employees who meet the preceding conditions and are selected by the Company, shall receive the amount of 1 week per year of service less any one time payment made per 16.2 above and less source deductions.**
- v. **This amount shall be payable to employees within thirty (30) days of their effective retirement date.**

Agreed Dec 9

UP 38 – Shift Premium

Article 18

Errors & Omissions Excepted

(a) Shift premium - \$0.88 per hour.

Effective September 1, 2022, shift premium is \$0.95 per hour.

Effective September 1, 2023, shift premium is \$1.00 per hour.

Effective September 1, 2024, shift premium is \$1.05 per hour.

CP #25 - Amend Article 18(c) as follows:

18 (c) There shall be six (6) departments within the scope of the Company's operation, to be known as:

- (i) Crushing/Extraction
- (ii) **RBD Refinery**
- (iii) **Food & Ingredients Nutrition**
- (iv) Plant Services/Utilities
- (v) **Material Handling Seed Plant**
- (vi) **Quality Assurance Protein Complex**

Note: there is text referencing # of departments – to be updated.

Agreed Nov 17

UP 34 – Pension

All employees may participate in a defined contribution pension plan maintained by the Company. Employees may elect to be enrolled in the plan on the first day of any month on or after the completion of 12 months of continuous employment with the Employer.

Employees will each contribute five percent (5%) of earnings to an annual maximum contribution of \$1,750 per year to the plan. The Company will contribute three and a half percent (3.5%) on the first \$5,000 of employee earnings per year and five percent (5%) on the next \$30,000 of employee earnings per year, to an annual maximum contribution of \$1,675 per year to the plan.

“Earnings” as used in this clause shall mean the regular remuneration paid by the Company, excluding overtime, shift premium and pay in lieu of vacation.

Active pension plan members as of January 1, 2022 and future pension plan members shall, as a condition of employment, participate in a defined contribution pension plan maintained by the Company.

Employees hired before January 1, 2022 who are not active members of the pension plan, may join the defined contribution pension plan maintained by the Company. Employees may elect to be enrolled in the plan on the first day of any month on or after the completion of 12 months of continuous employment with the Employer.

Effective January 2, 2023, employees hired after January 1, 2022 shall, as a condition of employment, participate in a defined contribution pension plan maintained by the Company. Employees will be enrolled in the plan on the first day of the month on or after the completion of 12 months of continuous employment with the Employer.

Effective January 1, 2025, employees will each contribute five percent (5%) of earnings to an annual maximum contribution of \$2,000 per year to the plan. The Company will contribute five percent (5%) of an employee's earnings to an annual maximum contribution of \$2,000 per year to the plan.

UP 35 – Length, Article 17 – Amend as follows:

This Agreement which supersedes all previous Agreements written or implied, will continue in effect from and including the 1st of September, **2019** to and including the 31st of August **2025**, and unless either party notifies the other party, in writing, of its desire to amend or terminate the Agreement, it will remain in effect from year to year thereafter. Notice of amendment or termination shall only be given during a period of one hundred and twenty (120) to sixty (60) days preceding the 31st of August **2025**, or any succeeding anniversary date.

UP 42 - Add a new Article as follows:

The Company is committed to fostering an inclusive, respectful and safe work environment where employees are treated with dignity and respect. Employees have the responsibility to treat each other with respect, and to speak up if they or someone else is being treated inappropriately.

The Company considers all forms of discrimination, harassment, sexual harassment, and violence to be unacceptable. The Company will make every reasonable effort to protect employees against forms of discrimination, harassment, sexual harassment, and violence in the workplace and will identify, prevent and minimize potential sources.

Agreed Nov 17

UP #45 - Add a new Article as follows:

The Employer will ensure dues and similar fee's deductions, or assessments are being made and remitted properly. The parties agree to work together to resolve any challenges. In the event of an error by the Employer, the Employer will ensure the Union is compensated for the shortfall.

The Employer agrees to report on the T-4 slip of each affected employee, the respective amounts deducted on behalf of the Union.

Should the Union need to implement a different system/administrative process for Union dues or fee deductions, the parties will agree to meet and resolve.

Agreed Nov 17

UP 37 & CP 26 – Wage Classifications

Across the board wage increases including full retroactivity as follows:

- Sept 1, 2019 – 2.25%
- Sept 1, 2020 – 2.75%
- Sept 1, 2021 – 3%
- Sept 1, 2022 – 2.5%

Errors & Omissions Excepted

- Sept 1, 2023 – 2.5%
- Sept 1, 2024 – 2.5%

Classification Adjustments – Agreed Dec 7 & 9

- Move Lead Operator (Extraction) to grade 18 (rate of \$33.46 at ratification), retroactive pay to be calculated at previous grade 16 scale
- Move S/R Coordinator position from Grade 20 to Grade 15
 - Red circle existing GR 20 EE
 - Memorandum– this will result in 2 positions which will be on rotating shifts

Food & Ingredients Operators

- Operator 6 – starting rate to move to \$20/hour effective Monday following ratification
- Operator 5.3 – after 800 hours worked
- Operator 5.3 will move to Operator 5.2 when trained in **2 of 4** General Task Capabilities
- Operator 5.2 will move to Operator 5.1 when trained in **3 of 4** General Task Capabilities
- Operator 5.1 will move to Operator 5 when trained in **4 of 4** General Task Capabilities

Any existing Operators who haven't qualified per above will be treated as legacy employees and red circled at the Sept 1, 2021 rate until such time as they have successfully demonstrated/achieved the missing qualifications.

General Task Capabilities are – Sani, bulk, forklift license, RBL

From Seed Plant – Agreed Dec 9

- Former Seed Plant employees have been reclassified as material handlers.
- All material handlers are being cross trained across all material handling responsibilities
- Proposal:
 - Lead Op (Seed Scale) - DELETE, incumbents have been reclassified as material handlers and all premiums are to be terminated.
 - Operator – DELETE
 - Practice associated with legacy premium will continue for work done in the probe house

Agreed to amend as follows:

- ~~Draftsman~~ – DELETE; no longer utilized
- ~~Pressure Welder~~ – DELETE; no longer utilized
- ~~Instrumentation Mech~~ – DELETE; no longer utilized
- ADD – RBD Operator GR16 – Already in place, update to CBA only
- ~~Deodorizer Operator (4th Class Power Eng)~~ – DELETE; previously addressed with Union to merge with RBD Operator
- ~~Refiner/Bleacher~~ – DELETE; previously addressed with Union to merge with RBD Operator

Errors & Omissions Excepted

From Protein Complex

- Protein Operator (4th-Class Power Eng) – DELETE; not utilized

Revised wage grid reflecting above:

		Current Wage	1-Sep-19	1-Sep-20	1-Sep-21	Date of Rat.	1-Sep-22	1-Sep-23	1-Sep-24
Food and Ingredients	Grade		2.25%	2.75%	3%		2.5%	2.5%	2.5%
Shipper / Receiver Coordinator	20	31.92	32.64	33.54	34.55	34.55*	X	X	X
Shipper / Receiver Coordinator	15		X	X	X	31.87	32.67	33.49	34.33
Shipper / Receiver	12	27.97	28.60	29.39	30.27		31.03	31.81	32.61
Operator 1	18	30.92	31.62	32.49	33.47		34.31	35.17	36.04
Operator 2	15	29.45	30.11	30.94	31.87		32.67	33.49	34.33
Operator 3	10	26.98	27.59	28.35	29.20		29.93	30.68	31.45
Operator 4	6	25.00	25.56	26.26	27.05		27.73	28.42	29.13
Operator 5		22.26	22.76	23.39	24.09	24.09*	24.69	25.31	25.94
Operator 5.1		21.62	22.11	22.72	23.40	23.40*	23.99	24.59	25.21
Operator 5.2		20.96	21.43	22.02	22.68	22.68*	23.25	23.83	24.43
Operator 5.3		20.64	21.10	21.68	22.33	22.34*	22.89	23.46	24.05
Operator 6		17.87	18.27	18.77	19.33	20.00	20.50	21.01	21.54
Quality Assurance									
QA Technician	12	27.97	28.60	29.39	30.27		31.03	31.81	32.61
Plant Services / Utilities									
Millwright	32	37.82	38.67	39.73	40.92		41.94	42.99	44.07
Electrician	32	37.82	38.67	39.73	40.92		41.94	42.99	44.07
Journeyman	30	36.84	37.67	38.71	39.87		40.87	41.89	42.94
3 rd Class Engineer	29	36.35	37.17	38.19	39.34		40.32	41.33	42.36
Warehouseman	16	29.93	30.60	31.44	32.38		33.19	34.02	34.87
Shipper/Receiver	12	27.97	28.60	29.39	30.27		31.03	31.81	32.61
Operator 5 (Warehouse)		22.26	22.76	23.39	24.09		24.69	25.31	25.94
RBD									
RBD Operator	16	29.93	30.60	31.45	32.39		33.20	34.03	34.88
Material Handling									
Material Handler	10	26.98	27.59	28.35	29.20		29.93	30.68	31.45
Crushing / Extraction									
Lead Operator (Extraction)	16	29.93	30.60	31.45	32.39		X	X	X
Lead Operator (Extraction)	18		X	X	X	33.46	34.30	35.15	36.03
Crush Operator	12	27.97	28.60	29.39	30.27		31.03	31.81	32.61

*denotes legacy rates where individual employees will be impacted by red circling

Errors & Omissions Excepted

CP #23 - Agreed to a Letter of Understanding as outlined below for the term of the Collective Agreement:

Non-union employees participating in the Company's Operations Development Program (or similarly named), upon notice to the union, shall be permitted to complete bargaining unit work for learning purposes provided no bargaining unit employee is affected as a result. The Union has the right to immediately terminate this provision if it believes it is being used to circumvent the Collective Bargaining Agreement.

Agreed Nov 16

UP 39 – New Employee Orientation – Agreed as Letter of Understanding attached to the Agreement:

The Employer shall introduce all new employees to a Union Steward during the Employers orientation. The Union Steward shall be allowed fifteen (15) minutes to introduce themselves and the Union to the Employee, the Employer shall not unduly interfere with the introduction. Introduction will include:

- **Copy of the CBA**
- **Union Introduction Letter**
- **Review of basic company policies and procedure**

New member introduction will not unduly interfere with the Stewards regular duties.

Agreed Dec 9