

# **COLLECTIVE AGREEMENT**

**between**

**MASTERFEEDS INC.**

**Prescott, Ontario**

**(hereinafter called the "COMPANY")**

**- and -**

**THE COMMUNICATIONS, ENERGY AND PAPERWORKERS**

**UNION OF CANADA**

**Local 1-0**

**hereinafter called the "UNION"**

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## ARTICLE I - PURPOSE

- 1.01 The general purpose of the Agreement is to maintain the harmonious relationship between the Company and its employees and to provide an amicable method of settling any differences or grievances which may arise from time to time hereunder, and to further provide a means of operating the Prescott location in a manner which will further in all possible ways, the welfare and safety of the employees, betterment of quality of product, economy of manufacture and quantity of output, all to the mutual interest and advantage of the employees and the Company.

## ARTICLE II - RECOGNITION AND COVERAGE

- 2.01 The Company agrees to recognize the Union as the sole and exclusive bargaining agent of all employees of Masterfeeds at its Prescott River Road East location in the township of Edwardsburg, save and except supervisors, persons above the rank of supervisor, sales staff, and persons hired for watchman duties.
- 2.02 All employees who have completed thirty days' service shall, as a condition of employment, authorize and maintain the deduction of union dues. Such dues deduction shall be limited to the monthly amount that is uniformly prescribed for all members of the Union and shall not include entrance or initiation fee, or other assessment.
- 2.03 The Company acknowledges the right of the Union to appoint or otherwise select a negotiating committee, of not more than two employees, to deal with matters that properly arise from time to time in connection with the renewal or modification of the Agreement. Each member of the negotiating committee shall have at least one year's service at the Prescott location.
- 2.04 The Company acknowledges the right of the Union to appoint or otherwise select a Union steward to deal with grievances of employees. Such Union steward shall have at least one year's service at the Prescott location. It is understood that the steward will not leave his assigned duties, for the purpose of servicing grievances, without first obtaining permission from his supervisor and that such employees will not absent themselves from their duties unreasonably. On this

express understanding, the Company agrees that the steward will not lose pay for time spent servicing grievances during their regular working hours.

- 2.05 (a) Supervisory personnel will not, under normal conditions perform work customarily carried out by members of the bargaining unit except in the training of employees, testing of equipment, developing of methods or standards, emergencies, assisting to overcome operating difficulties, and in recognized cases where it is the present and long standing practice to perform production work.
- (b) The Employer may utilize non-union personnel as trainees for orientation purposes only for the purpose for becoming familiar with the overall plant operations and product knowledge.
- 2.06 When the masculine (e.g. his) is used in the Collective Agreement, it shall be deemed to include the feminine and vice versa and likewise where the singular is used it shall be deemed to include the plural and vice versa where the context so requires such an interpretation.

### ARTICLE III - RESERVATION OF MANAGEMENT FUNCTIONS

- 3.01 The Union acknowledges that it is the exclusive function of the Company to:
- a) maintain order, discipline and efficiency;
  - b) hire, retire, discharge, classify, transfer, assign, direct, promote, demote, lay-off and suspend or otherwise discipline employees, for just cause, subject to the provisions of this Agreement, and
  - c) generally to manage the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, the kinds and locations of equipment, machines and tools to be used, the allocation and number of employees required by the Company from time to time.
- 3.02 All the functions, powers and authorities which the Company has not specifically abridged, delegated or modified by the Agreement will be recognized as being retained by the Company.

### ARTICLE IV - TEMPORARY TRANSFER

- 4.01 An employee temporarily assigned to a higher rated job shall be paid at the higher rate but, an employee temporarily assigned to a job paying a lower rate will continue to receive his regular rate. Temporary assignments should not be confused with regular transfers or promotions, or with job changes caused by a lay-off.
- 4.02 When employees are required to perform maintenance work on the weekend, such employees will be paid the maintenance rate, junior. For purposes of this article, maintenance work does not include housekeeping, cleaning or other labouring work that may be assigned from time to time.

#### ARTICLE V - HOURS OF WORK AND OVERTIME

- 5.01 The standard workweek shall be forty hours worked in the plant, and the standard workday shall be eight hours in the plant. The standard workweek shall be thirty-seven and a half hours worked in the office and a standard workday shall be seven and a half hours in the office. The Company does not guarantee to provide work for any employee for normally assigned hours or for any other hours. The Company will pay for hours worked except where otherwise stated in the Agreement. The Company will attempt to provide reasonable notice whenever possible, of a change to existing hours of work.
- 5.02 Authorized work performed, in excess of the standard workweek or standard workday, shall be paid at the premium rate of time and one-half the employee's regular straight time rate of pay or, with the agreement of the Company, time may be taken off from regular work hours at a mutually agreed time.
- 5.03 The normally assigned hours of work shall be as follows:

##### **Plant**

Day work: 8:00 a.m. to 4:30 p.m.

Two shifts: midnight to 8:00 a.m.  
8:00 a.m. to 4:00 p.m.

Three shifts: 8:00 a.m. to 4:00 p.m.

4:00 p.m. to midnight  
midnight to 8.00 a.m.

**Office**

The normally assigned hours of work shall be seven and one half hours scheduled between 7:00 a.m. and 4:30 p.m. (or as otherwise required) with one our unpaid lunch break.

Employees on day work will be allowed one-half hour for lunch, without pay; employees on shift work will be allowed time for lunch not exceeding thirty minutes, with pay. It is understood that lunch periods will be staggered so that production can continue without interruption.

- 5.04 Time and one-half the straight time rate shall be paid for work performed on Saturday and double the straight time rate shall be paid for work performed on Sunday.
- 5.05 An employee who is required to work a minimum of two hours' overtime continuous with his regular shift shall be paid a \$6.00 meal allowance. An additional meal allowance will be paid to such employee in the event he is required to work a minimum of seven hours' overtime continuous with his regular shift.
- 5.06 The Company will schedule for each employee, a break period of ten minutes during the first half and a second break period of ten minutes during the second half of each regular shift.
- 5.07 An employee called in to perform work not continuous with his regular work period (i.e. left and called back early or called in early on an emergency unscheduled basis), shall be paid a minimum of four hours' pay at time and one-half his regular straight time rate. In no event will there be a duplication with the overtime provisions of the Collective Agreement.
- 5.08 It is understood that, except in cases of emergency, overtime will be distributed as equally as is reasonable amongst those employees who are qualified and normally perform the work. The Company will approach such employees on a voluntary basis but, in the event that sufficient volunteers are not available, the

company shall assign the qualified junior employees to perform the required overtime work. Regarding the positions of Clerk I and II, if no qualified employee is available, the supervisor may perform the work. An employee who declines overtime will be charged with the number of hours of work that were offered to him for purposes of overtime distribution. The Company will keep track of and post a list of overtime hours worked on a monthly basis.

#### ARTICLE VI - PLANT HOLIDAYS

6.01 Employees with thirty (30) days' service or more shall be paid for New Year's day, Good Friday, Victoria Day, Dominion Day, Civic Holiday, Labour Day, Thanksgiving Day, Christmas Day and Boxing Day for the standard number of hours which would have otherwise been worked by them respectively at the employee's regular straight time rate of pay provided, however, the employee works not less than fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.

\*\*For only Rita Foster, this will be twelve (12) days. This is deemed a red circle.

6.02 If one of the above designated plant holidays falls during an employee's vacation period, the employee will be granted another day off with pay, at a mutually convenient time.

6.03 An employee required to work on any of the above designated plant holidays will receive time and one-half his regular straight time rate for work performed, in addition to any plant holiday pay to which he may be entitled under Paragraph 6.01 or the employee has the option of advising the Company in advance of working the plant holiday of his desire to be paid time and one-half his regular straight time rate for work performed and receive the plant holiday as a floater at a later date (within the next six months) and be paid straight time for that day in lieu of the plant holiday pay defined in 6.01.

6.04 Subject to the requirements of paragraph 6.01, employees will be paid for four individual "floater" holidays. These holidays may be taken anytime during the year but not normally during busy periods or consecutive with the employee's annual vacation. The employee will give one week's notice of the holiday he

wishes to take, and the day selected will be at the mutual convenience of the Company and the employee. It is understood no more than one employee in any will take the same holiday.

- 6.05 When a plant holiday(s) falls on a weekend, the holiday will be observed on the Friday preceding or the Monday following.

#### ARTICLE VII - VACATIONS WITH PAY

- 7.01 This Agreement acknowledges that the Company has the right to schedule vacations at any time during the year. However, a sincere effort will be made to grant vacations at the time wanted by the employee, giving longer service employees preference.

- 7.02 On February 1<sup>st</sup> of the current calendar year employees may submit their written requests to state their choice of vacation dates. The Company will accept the requests until February 28<sup>th</sup> and the vacation schedule will be prepared in accordance with the provisions of this article and posted within seven (7) days. Requests to re-schedule vacations after that date will be considered by the Company, provided the re-scheduling does not interfere with the vacations of other employees or with the efficient operation of the plant. It is understood that subject to maintaining the efficient operation of the plant and the office, eligible employees will be given the opportunity to schedule two weeks' vacation during the July - August period.

- 7.03 An employee with six months or more, but less than one year of service by July 1st of the current year, shall be entitled to one week of vacation. Pay for such vacation shall be 4% of the employee's earnings for his period of employment, up to June 30th of the current year.

- 7.04 An employee with one year or more, but less than five years' service by July 1st of the current year, shall be entitled to two weeks' vacation. Pay for such vacations shall be 4% of the employee's earnings for the twelve-month period ending June 30th of the current year.



- 7.05 An employee who has completed five years' service or more, but less than ten years' service by July 1st of the current year, shall be entitled to three weeks' vacation. Pay for such vacation shall be 6% of the employee's earnings for the twelve-month period ending June 30th of the current year.
- 7.06 An employee who has completed ten years' service or more, but less than eighteen years' by July 1st of the current year, shall be entitled to four weeks' vacation. Pay for such vacation shall be 8% of the employee's earnings for the twelve-month period ending June 30th of the current year.
- 7.07 An employee with eighteen years' service or more, but less than twenty-six years' by July 1st of the current year, shall be entitled to five weeks' vacation. Pay for such vacation shall be 10% of the employee's earnings for the twelve-month period ending June 30th of the current year.
- 7.08 An employee with twenty-six years' service or more by July 1st of the current year, shall be entitled to six weeks' vacation. Pay for such vacation shall be 12% of the employee's earnings for the twelve-month period ending June 30th of the current year.
- 7.09 An employee with one or more years of service by July 1st of the current year, will be entitled to vacation pay as described in paragraphs 7.04, 7.05, 7.06, 7.07, or 7.08, except that if the employee has worked 1,600 hours or more during the vacation year, his vacation pay will not be less than forty hours' pay at his basic straight time rate for each week of vacation entitlement. In the case of an employee who works less than 1,600 hours during the vacation year, his vacation pay will be calculated at the ratio that his hours worked bear to 1,600.
- 7.10 When the vacation is scheduled prior to July 1st, vacation pay in such instances shall be computed at the appropriate percentage up to one week, prior to the vacation period. The employee concerned shall be paid the balance of his vacation pay promptly after July 1st.
- 7.11 An employee who voluntarily quits or leaves his employment for other reason, will receive vacation pay in accordance with the Canada Labour (Standards) Code.

- 7.12 An employee shall take his vacation during the applicable vacation year. Accumulated vacation shall not be carried forward into the next vacation year.
- 7.13 Vacation pay will not be paid to an employee in lieu of taking his vacation unless such circumstance is the result of termination employment.

#### ARTICLE VIII - GRIEVANCE PROCEDURE

- 8.01 It is the mutual desire of the parties hereto that complaints of employees shall be adjusted as quickly as possible, and it is generally understood that an employee has no grievance until he has first given to his supervisor an opportunity to adjust his complaint, and that such complaint shall be registered within ten days of the alleged circumstances coming to the knowledge of the employee.
- 8.02 If an employee has an unsettled complaint, it may be taken up as a grievance within five full working days in the following manner and sequence:
- Step No. 1 - Between the aggrieved employee who may be accompanied by the Union Steward, who shall be an employee of the Company, and the Local Manager, at which time a written record of the grievance shall be submitted and signed by the employee. The supervisor shall give his reply in writing not later than five (5) full working days following receipt of the grievance. Failing settlement, then:
- Step No. 2 - Within five (5) days, the aggrieved, if he so chooses, will notify the Company of intent to proceed to Step 2. After receipt of the written notice a meeting will be arranged (if mutually agreed, the meeting can be waived) between the aggrieved employee, an accredited representative of the Union, and the Local Manager or another representative of the Company. The Company shall reply in writing within five (5) full working days following the grievance meeting. If the grievance is not satisfactorily resolved at Step No. 2 – including any question as to whether a matter is arbitrable, the grievance may be referred to arbitration as provided in Article IX by notice in writing to the Company after the Company's reply at Step No. 2. If no written request for arbitration is received within

fourteen (14) days after the decision in Step No. 2 is given, it shall be deemed to have been settled or abandoned.

- 8.03 Saturdays, Sundays and plant holidays will not be counted in determining the time within which any action is to be taken or completed in each of the steps of the grievance procedure or under Article IX. Any and all time limits fixed by this Article and Article IX may at any time be extended by agreement between the Company and the Union.
- 8.04 All decisions arrived at between the representatives of the Company and the Union shall be final and binding upon the Company, the Union and the employee or employees concerned.
- 8.05 An employee who has been disciplined by the Company will have such disciplinary action removed from his records after a period of two (2) years provided that during such period no similar incident or occurrence of like nature occurs.
- 8.06 The Union or the Employer may file a policy grievance in appropriate circumstances. A policy grievance is defined as a difference concerning the interpretation, application, and administration of this Agreement. A policy grievance or a discharge grievance shall be initiated in writing at Step No. 2 of the grievance procedure within five (5) full working days of notice of the act causing the grievance.

#### ARTICLE IX - ARBITRATION

- 9.01 Prior to proceeding to arbitration, the parties may mutually agree to utilize the services of a Grievance Mediator.
- 9.02 When either party submits a grievance to arbitration, as provided in Article VIII, written notice shall be given to the other party formally, stating the subject of the grievance and the Agreement clause allegedly violated, and at the same time nominate an arbitrator. If the recipient of the notice does not agree with the nomination, the parties will meet forthwith and attempt to select an alternative. If

the parties fail to agree on the selection of an arbitrator, the Federal Minister of Labour will be requested to make the appointment.

- 9.03 As soon as the arbitrator is appointed, he shall convene a meeting to hear the evidence and representations of both parties, and shall render a decision as soon as possible.
- 9.04 No person shall be selected as an arbitrator who has been directly involved in attempts to negotiate or settle the grievance.
- 9.05 No grievance shall be considered by the arbitrator unless it has been properly carried through all previous steps of the grievance procedure, except where otherwise noted.
- 9.06 The arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any new provisions in lieu thereof, or to give any decision inconsistent with the terms and provisions of this Agreement, or to deal with any matter not covered by this Agreement.
- 9.07 The fees and expenses of the arbitrator shall be paid one-half by the Company and one-half by the Union.
- 9.08 It is understood that the Company may bring forward at any meeting held with the Union, any complaint or grievance with respect to the conduct of the officers, committeemen, employees generally, or any matter concerning this agreement, and if such complaint or grievance is not settled to the mutual satisfaction of the conferring parties, it may be referred to arbitration as provided in Article IX.

#### ARTICLE X - NON-INTERRUPTION OF WORK

- 10.01 The Company agrees that there will be no lockout during the term of this Agreement.
- 10.02 The Union agrees that during the term of this agreement, there will be no strike, slowdown, sit-down or other stoppage of work or interference with production or

the operation of the business and the Union will hold its members to this responsibility.

- 10.03 The Union recognizes that in order to provide maximum opportunities for continuing employment, the Company must operate efficiently in order to be in a strong market position.

#### ARTICLE XI - SENIORITY

- 11.01 A new employee will be on probation and will not be placed on the seniority list until he has worked for a total of forty-five (45) days, accumulated in a period of six consecutive months. This forty-five (45) days may be extended by mutual agreement between the parties. The termination of employment of an employee who has not acquired seniority shall not be the subject of a grievance.

- 11.02 Casual Employees: Employees hired on a short-term basis to replace regular employees absent by reasons of vacations, illness, or injury will be classified as casual employees.

Casual employees will not accumulate seniority or service time with the Company for the purpose of Article XI of the Collective Agreement. Upon expiry of the work term, they shall be terminated.

The Company will advise the Union of the name(s) of any casual employee it hires and the name of the regular employee the casual employee is replacing.

It is agreed that no casual employee will be hired if there is a regular employee on lay-off.

- 11.03 An employee's seniority date shall be his last date of employment with the Company from which there has been no quit or discharge to break his continuous service.

- 11.04 A seniority list showing each employee's seniority date will be prepared by the Company and posted on the plant bulletin board every six months. A copy shall

be provided to the President of the Union local. An employee who believes his seniority is incorrectly shown may take the matter up as a grievance.

- 11.05 An employee shall lose all seniority and his name removed from the employment records (i.e. terminated) of the Company when:
- a) he quits or retires;
  - b) he is discharged and not reinstated under the grievance procedure;
  - c) he is laid off for an extended period or fails to return from lay-off in accordance with the provisions of paragraph 12.04;
  - d) he fails to return to work upon completion of a leave of absence as provided in Article XVI;
  - e) receives severance pay as provided in accordance with Article 17.

#### ARTICLE XII - LAY-OFF AND RECALL

- 12.01 When it becomes necessary to reduce the working force of employees, seniority will prevail so long as it does not prevent the Company from maintaining a working force of employees who possess the qualifications to perform the job available and are willing to do such work at the available job's regular rate.
- 12.02 a) The Company agrees to give employees as much notice as possible of impending lay-off but no less than one week's notice for scheduled lay-off.
- b) In the administration of clause a), the Union agrees that the Company shall not be held to the minimum notice of one (1) week notice for seniority employees who, by the nature of their work, are subject to periods of short term work. Short-term work is defined as a period of thirteen (13) weeks or less.

Regarding seniority employees who work for a period of thirteen (13) consecutive weeks or less, the person will be notified of his lay-off during the working day immediately preceding the effective date of lay-off.

- 12.03 Laid off personnel will be recalled on the basis of seniority, provided those recalled possess the qualifications to capably perform the work which is available.

12.04 An employee with three or more years' seniority who is laid off for a period in excess of twenty-four months or an employee with less than three years' seniority who is laid off for twelve months, or an employee who fails to report from lay-off when recalled, will have his seniority standing cancelled and his name removed from the employment records of the company.

12.05 It is the responsibility of the employee to keep the company informed, at all times, as to his current address and telephone number.

### ARTICLE XIII - PROMOTION AND JOB POSTING

13.01 In the promotion of employees to jobs of a higher level of gross basic earnings within the bargaining unit, seniority will prevail, provided the employee has the skill, ability and physical fitness\*\* to fulfil the job requirements.

\*\*Physical fitness is subject to the federal Canadian Human Rights Act.

13.02 When the Company elects to fill a permanent job vacancy that occurs within the complement of job classifications covered by this Agreement, notice of such vacancy shall be posted on the bulletin board for three (3) working days. An employee may indicate his desire to be considered for the vacancy by adding his name to the job posting. Applicants will be considered by the Company in accordance with the provisions of paragraph 13.01. A job vacancy may also be posted when a vacancy is anticipated to continue or does continue for more than thirty (30) days\*\* but does not include vacancies resulting from vacation. This period may be changed by mutual agreement between the parties where such change is reasonable.

(\*\*Note: Regarding vacancies in the office, the Company reserves the right to not post the vacancy and fill through other means providing it is of a non-permanent nature and the Union is notified. It is not the Company's intent to fill such vacancy on a prolonged basis with a casual person.)

13.03 An employee who has successfully bid to a new classification shall be on probation in that classification for a period of 30 days worked. During this period

the employee may be returned by the Company to their former classification if the employee has been found unsatisfactory. In such case, an employee will not be eligible to bid on another positing for a period of six (6) months unless mutually agreed by the employee and the Company.

#### ARTICLE XIV - WAGES

14.01 Wage rates shall be in accordance with the schedule of wage rates attached hereto as Schedule 1.

14.02 In the event of the creation of a new job or the substantial modification of an existing job the new or modified job will be explained to the Union prior to implementation. The wage rate shall be negotiated and set in line with the wage schedule.

Should the parties disagree on the new rate the matter shall be referred to arbitration as provided by this Agreement.

The decision of the arbitrator shall be effective the date the new or modified job was implemented.

14.03 Employees covered by this Agreement shall be paid on Thursday of each week.

#### ARTICLE XV - WELFARE BENEFITS AND SAFETY

15.01 The Company agrees to pay the premium cost of the following insurance plans, subject to the conditions set forth in a letter from the Company to the Union appended to this Agreement, which shall be continued during the term of this agreement.

- Accidental Death & Dismemberment
- Weekly Indemnity
- Employee Life
- Extended Health Care (Major Medical, Prescription Drug, Semi-Private Hospital)
- Dental Insurance Plan



- Long Term Disability Insurance Plan

15.02 The Company agrees to continue to make reasonable provisions for the safety and health of its employees at the plant during the hours of employment. Effective December 1, 2006, the Company will allow a maximum of \$135.00 per pair of safety boots, provided that the worn out boots are turned in. Effective November 1, 2011 the Company will allow a maximum of \$145 per pair of safety boots, provided that the worn out boots are turned in. Effective November 1, 2012, the Company will allow a maximum of \$150 per pair of safety boots, provided that the worn out boots are turned in.

**Safety Rubber Boots:** In view of cross training, the Company will supply one (1) pair of safety rubber boots for each person and such must remain at the Plant.

15.03 The parties will maintain a joint Health and Safety Committee comprising of at least two members of the Union and one by the Company. The joint Committee will hold meetings at least every three (3) months or at the discretion of the Committee as well as conduct monthly inspections. They shall consider all aspects of occupational health and safety, make recommendations for correction and improvement of any problems or potential problems and actively pursue compliance and enforcement of rules and regulations thereto.

15.04 An employee must work in accordance with Company rules and procedures and take all reasonable precautions with respect to working in a safe manner with others as well as for his own safety, including the use of all appropriate safety clothing and equipment when required by those procedures and to partake in all training requirements.

ARTICLE XVI - LEAVE OF ABSENCE

16.01 The Company may grant a leave of absence to any employee for legitimate personal reason. Any employee who is absent with written permission shall not be considered to be laid off. Absence due to bona-fide sickness or accident shall be considered a legitimate reason for leave of absence.

16.02 The Company agrees to grant leave of absence for up to two Union officers at any one time to attend Union conferences or conventions. It is understood that it may not be possible on a given occasion to authorize such leave for two employees. Such leave will not be unreasonably withheld.

#### ARTICLE XVII - SEVERANCE PAYMENT

17.01 When the plant, office or a department is closed down or a job becomes permanently redundant as a result of technological change and the Company is unable to offer other employment to the employees who are permanently displaced, a separation payment will be paid to each such employee on the basis of 1 week's pay for each complete year of service.

Three (3) months' notice will be provided, in the event of the permanent closure of the plant or office or a technological change resulting in a reduction to the work force.

The foregoing payments are subject to the following conditions:

- a) the employee is actively employed by the Company or is carried on the lay-off list;
- b) employees who are off sick or receiving worker's compensation but continue to hold seniority, will be eligible;
- c) no employee will be granted a severance payment totalling more than he would have earned at his straight time rate of pay from the date of his lay-off until his normal retirement date;
- d) the closing down of the plant or office does not result from strike, fire, explosion or government action;
- e) the employee continues to work for the Company in a satisfactory manner for as long as his services are required.

It is understood that receipt of separation payment cancels seniority. If later rehired, no repayment of the separation payment will be required or allowed and no seniority cancelled as a result of the separation payment will be reinstated. Employees entitled to severance pay will have the option of deferring receipt of their payment for up to one year in order to retain their recall rights under Article 12.04.

#### ARTICLE XVIII - BEREAVEMENT LEAVE

- 18.01
- a) In the event of the death of a spouse, son, daughter, mother and father, a leave of absence of up to five (5) consecutive working days will be granted the bereaved employee for the purpose of attending and where necessary, making arrangements for the funeral. Such employee shall be paid his straight time basic rate, excluding shift or other premium for the scheduled hours he otherwise would have worked during such leave. "Employee" shall mean a regular full-time employee of the Company.
  - b) In the event of the death, a leave of absence of up to three (3) consecutive working days will be granted the bereaved employee for the purpose of attending and where necessary, making arrangements for the funeral. Such employee shall be paid his straight time basic rate, excluding shift or other premium for the scheduled hours he would otherwise have worked during such leave. The application of this clause shall apply to a brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law son-in-law or daughter-in-law. "Employee" shall mean a regular full-time employee of the Company.
  - c) In the event of the death of an employee's spouse's grandparents, one day's leave with pay will be granted for the purpose of attending the funeral.
  - d) In the event that a death occurs and a bereavement leave is taken while an employee is on vacation, the vacation days that were scheduled to be taken for the same period of time will be re-scheduled and taken at a later date with pay\*. (\*Note: if the vacation monies have already been paid, the applicable bereavement pay will be applied).

18.02 Jury Duty

When an employee is called by the crown for jury duty or as a subpoenaed witness and must as a result lose time from work, the Company agrees to pay such employee the difference between the fee received from the crown and the employee's straight time basic rate, excluding shift or other premium, for the scheduled hours he otherwise would have worked.

ARTICLE XIX – VALID AGREEMENT

19.01 If any provision of this Agreement is declared invalid by any court or administrative agency of competent jurisdiction, a decision shall not invalidate the entire Agreement. The parties intend that all other provisions remain in full force and effect. The parties further agree to amend this agreement to fully comply with requirements of applicable law.

ARTICLE XX - DURATION

20.01 This Agreement shall continue in effect from November 1, 2010 to October 31, 2014 and shall continue automatically thereafter during annual periods of one year each, unless either party notifies the other in writing within ninety days prior to the annual expiration date that it desires to amend or terminate this Agreement.

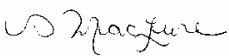
20.02 If, pursuant to such negotiations, agreement on the renewal or amendment of this Agreement is not reached prior to the current expiration date, this Agreement shall be automatically extended until consummation of a new agreement under the Federal Labour Relations Act whichever should first occur.

Communications, Energy and  
Paperworkers Union of Canada  
Local 1-0  
per:

\_\_\_\_\_  
\_\_\_\_\_

Masterfeeds Inc.

per:

—  —  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated at Prescott, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

SCHEDULE 1

SCHEDULE OF WAGE RATES

	<u>Effective</u> <u>Nov. 1/10</u>	<u>Effective</u> <u>Nov. 1/11</u>	<u>Effective</u> <u>Nov. 1/12</u>	<u>Effective</u> <u>Nov. 1/13</u>
Maintenance Person, Senior <sup>Note **(1)</sup>	22.50	22.95	23.41	23.88
Maintenance Person, Junior	20.71	21.12	21.54	21.97
Mill Operator - "A"	20.64	21.05	21.47	21.90
Mill Operator - "B"	19.62	20.01	20.41	20.82
Mill Operator - "C"	18.60	18.97	19.35	19.74
Clerk I	22.40	22.85	23.31	23.78
Clerk II	22.40	22.85	23.31	23.78

Casual/Student/New Employee/Probationary Rate

Such an employee may, at the discretion of the Company, be paid a starting rate up to \$2.00 per hour below the Mill Operator "C" regular rate. Where a probationary rate is in effect, it shall cease upon completion of the probationary period.

Lead Hand

The Lead Hand premium of 60 cents will be paid to the designated employee as required. Normally the designated employee will be a production employee.

Shift Premiums

Effective November 1, 2001 a shift premium of 60 cents per hour shall be paid for scheduled work performed on the second and third shifts. It is understood that whenever overtime premium and shift premium are payable for the same hours the overtime premium does not apply to the shift premium.

Note:

1. General

.01 A production employee (excluding casuals, students) will enter as a Mill

Operator "C". Upon completion of twelve (12) continuous months of employment and being qualified in at least one (1) production area (production is deemed to include shipping & receiving), he shall progress to Mill Operator "B". Upon the completion of a further twelve (12) months of continuous months of employment and being qualified in the remaining production areas, he shall progress to Mill Operator "A".

.02 It is understood that the Employer may advance an employee to the next higher Mill Operator Classification and Job Rate prior to the applicable twelve (12) month time period in the job if the employee shows that he possesses (i.e. learned) the necessary skills, training, and demonstrated competencies to be qualified in that position. In the alternative, if the Union and Company agree, the twelve (12) month time period may be extended by mutual agreement.

.03 A production employee must, within a twenty-four (24) month time period, be qualified as a Mill Operator "A".

2. Maintenance Person, Senior Note \*\* (1)

It is understood that this Maintenance Person, Senior rate is a "with credentials" rate (meaning a trades person with ticket or equivalent experience as determined by the Employer). Gord Buker is deemed grandfathered into this position.

3. Job Posting

This job structure must be read in conjunction with the Promotion and Job Posting Article. In terms of the Mill Operator jobs, posting occurs at the Mill Operator "C" level.

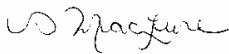
4. Rita Foster

It is further agreed that for as long as Rita Foster is employed in the position of Clerk I, Rita's position will not be bumped by another employee based on seniority. Rita Foster's seniority is recognized as at June 27, 2007.

Communications, Energy and  
Paperworkers Union of Canada  
Local 1-0

Masterfeeds Inc.

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Dated at Prescott, Ontario this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

November 29, 2006

Negotiating Committee,  
Local 1-0  
Communications, Energy and Paperworkers  
Union of Canada  
Prescott, Ontario

**Employee Group Insurance Benefits [Employee Health and Welfare Insurance Benefits]**

Whereas Article 15.01 of the Collective Bargaining Agreement sets out the following:

The Company agrees to pay the premium costs of the following insurance plans, subject to the conditions set forth in a letter from the Company to the Union appended to this Agreement, which shall be continued during the term of this Agreement.

- Accidental Death and Dismemberment
- Weekly Indemnity
- Employee Life
- Extended Health Care (Major Medical, Prescription Drug, Semi-Private Hospital)
- Dental
- Long Term Disability

This document is the letter outlined in Article 15.01.

The Company will pay the premium cost of the Group Insurance Benefits adjudicated and underwritten (and/or administered) by the insurer of its choice (presently the Great-West Life Assurance Company) for employees who have completed their probationary period and otherwise have fulfilled the eligibility requirements of the insurer. With respect to the probationary period, benefits will be effective on the first day of the month following the date the probationary period ends.

**Weekly Indemnity Coverage**

Effective November 1, 2009, the weekly benefit will be sixty-six and two thirds percent (66 2/3%) of the employee's weekly basic earnings excluding overtime or other premiums to a maximum of \$490\*\* per week for those active and eligible on or after this date. (\*\* The \$490 maximum will increase to \$500 on November 1, 2011 for those active and eligible on or after this date).

An insured employee if disabled, subject to adjudication by the insurer, will be eligible for benefits from the first day of absence due to a non-occupational accident, from the fourth day where the absence is due to a bona fide sickness, and from the first day for hospitalization. The benefit will be payable for a maximum of twenty-six weeks.



## **Employee Life & Accidental Death and Dismemberment Coverage**

The Company will pay the premium cost for Employee Life Coverage. Effective November 1, 2011 the \$37,000 will be increased to \$40,000 for active employees actively at work at the time. The Company will pay the premium cost for the same amount of Accidental Death & Dismemberment coverage.

## **Extended Health Care Coverage**

The Company will pay the premium cost of the Major Medical coverage with a deductible of \$25 single / \$50 family per calendar year and a Prescription Drug Plan with a deductible of \$10 single / \$20 family per calendar year. Maximum \$25,000 per covered person in a period of three (3) consecutive calendar years.

The Company will pay the premium cost of a Semi-Private Hospital plan. Effective December 1, 2006 the Company will pay up to the current maximum daily benefit rate but in no event in excess of \$190 per day.

Effective November 1, 2011, the vision care benefit will be increased to \$150 per covered person per 24-month period.

Effective November 1, 2012, the benefit amount for Orthotics will be increased per covered person to \$275. Effective November 1, 2013, the benefit amount will be increased per covered person to \$300.

## **Dental Coverage**

The Company will pay the premium cost of a Dental Coverage plan. Effective November 1, 2009, the ODA Schedule will be changed to 2008 for employees actively at work at that time. Effective December 1, 2010 (the month following ratification), the ODA Schedule shall be changed to 2009 for employees actively at work at that time. Effective November 1, 2011, the ODA Schedule shall be changed to 2010 for employees actively at work at that time. Effective November 1, 2012, the ODA Schedule shall be changed to 2011 for employees actively at work at that time. Effective November 1, 2013, the ODA Schedule shall be changed to 2012 for employees actively at work at that time.

The annual maximum for basic services pursuant to the policy will be increased from \$1,000 per covered person to \$1,250 per covered person.

**Long Term Disability Coverage**

Effective November 1, 2009 the Company will pay the premium cost of a Long Term Disability Insurance Plan with a disability benefit of fifty-five percent (55%) of basic earnings, excluding overtime or other premium to a maximum of \$1,900.00 per month for those active and eligible on or after this date. No benefits are payable for the first twenty-six weeks of disability. Canada Pension Plan, Workplace Safety and Insurance Act, and other legislated benefits shall be integrated with the long-term disability benefit.

It is understood that payment by the Company, is in lieu of any employee entitlement to a future premium reduction under the Employment Insurance Act.

It is further understood that payment by the Company of group Accidental Death and Dismemberment, Weekly Indemnity, Employee Life, Extended Health Care, Dental Care and Long Term Disability benefit premiums, as described above, is conditional upon the employee performing work for the Company during the month in which the premiums fall due. Subject to the agreement of the group insurance company, benefit premiums will be paid by the Company for three months after the month the eligible employee last worked if their absence is due to accident or illness. If the insurer will not allow the 3-month extension, the Company will pay premiums for the longest period of time allowable by the group insurer to a maximum of three months.

The Company may elect, at some future date, to transfer the underwriting and administration of one or more of these benefit plans to another insurance carrier, with the understanding that in this event, the benefits that will be provided by the new carrier will be substantially similar to those in effect at this date.

Would you please indicate the Union's concurrence with this understanding by countersigning the duplicate copy of this letter and return it to the Company.

Yours truly,

Masterfeeds Inc.

Countersigned for Local 1-0  
COMMUNICATIONS, ENERGY AND  
PAPERWORKERS UNION OF CANADA

*Signature*  
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November 27, 2010

Negotiating Committee,  
Local 1-0  
Communications, Energy and Paperworkers  
Union of Canada  
Prescott, Ontario

Re: Maintenance Employee

During the negotiations for the renewal of the Collective Agreement expiring October 31, 2006, the issue of maintenance staffing arose. As a result of these discussions, the following was agreed upon:

“It is recognized that the Company has the sole discretion to seek, appoint, and retain Maintenance persons, whether such a person is acquired from inside or outside the bargaining unit, and to determine what duties are or are not required in that position. Payment shall be in accordance with Schedule 1 in the Collective Agreement.”

November 27, 2010

Negotiating Committee,  
Local 1-0  
Communication, Energy and Paperworkers  
Union of Canada  
Prescott, Ontario

Re: Payment of Plant Holidays For the Office Department

Please be advised that the Employer will follow the Collective Agreement wording and have employees paid based on the standard number of hours which would have otherwise been worked by them.

Yours truly,

Masterfeeds Inc.

November 27, 2010

To: Those Required To Work In The Plant

Re: **CLOTHING/UNIFORM POLICY**

The Company will pay, as required by wear, the full cost of the following uniforms:

- 2 summer coveralls or 2 pants/shirts
- 1 pair of insulated winter coveralls

Appropriate work gloves will be provided and replaced upon the condition that the worn out pair is turned in.

It is understood that employees who are issued such clothing must wear such while at work.

November 27, 2010

Pension Plan

An employee who has completed his eligibility requirements in accordance with the Pension Plan provisions, may participate.