

COLLECTIVE AGREEMENT

BETWEEN:

BIMBO CANADA COMPANY, LIMITED
Distribution Center Associates
415 MacNaughton Ave, Moncton, N.B.

(Herein after referred to as the Company)

- and -

BAKERY, CONFECTIONERY, TOBACCO AND GRAIN MILLERS
INTERNATIONAL UNION, LOCAL 406

(Herein after referred to as the Union)

Expiry: April 30, 2027

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Article 1 - PURPOSE:

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory relations between the Company and its associates, to provide a means for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours and wages for all associates who are subject to its provisions.

Article 2 - SCOPE:

- 2.01 (a) The Company recognizes the Union as the sole collective bargaining agent for all associates at its Moncton Distribution Center (Caledonia Industrial Park), save and except supervisors, persons above the rank of supervisors, driver salesmen, transport and highway truck drivers, temporary help employed for one hundred and thirty (130) working days or less and students hired for a period between April 20 and September 10.
- (b) The term, "temporary help" as set out above shall mean those associates who are specifically hired for one hundred and thirty (130) working days or less to perform work not regularly performed by bargaining unit associates.
- (c) Exclusive of those students hired for a period between April 20 and September 10, the Company will, when hiring new associates, advise the Chief Steward of those associates who have been hired as temporary help.
- 2.02 The Company and the Union agree they will not discriminate against any associate for reasons prohibited by the Human Rights Act or for exercising their rights under this Collective Agreement.

Article 3 - RELATIONSHIP:

- 3.01 Any associate of the Company may become a member of the Union, or may refrain from becoming a member of the Union.
- 3.02 There will be no discrimination, interference, restraint or coercion exercised or practiced by the Company or by any of its representatives with respect to any associate because of their membership in, or connection with the Union.
- 3.03 There will be no intimidation, interference, restraint or coercion exercised or practiced upon associates of the Company by the Union, or by any of its members or representatives. There will be no solicitation for membership or other Union activities on the premises of the Company during an associate's working hours, except with the consent of the Manager.

Article 4 - STRIKES OR LOCKOUTS:

- 4.01 During the term of this Agreement the Company or its representatives will not cause or direct any lockout of its associates, nor will the Union or its representatives cause or direct a strike of associates.

4.02 The terms "lockout" and "strike" shall be defined in accordance with the definitions set out in the Industrial Relations Act of the Province of New Brunswick.

Article 5 - RESERVATION OF MANAGEMENT RIGHTS:

5.01 It is the exclusive function of the Company to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, lay off, transfer, classify, promote, demote or discipline associates, provided a claim of discriminatory promotion, demotion or transfer, or a claim that an associate has been discharged or disciplined without reasonable cause may be the subject of a grievance, and dealt with as hereinafter provided;
- (c) “Generally manage, control, continue, discontinue, in whole or in part, the industrial enterprise in which the Company is engaged, and without restricting the generality of the foregoing, determine the methods and schedules of distribution.

Article 6 - CHECK-OFF OF UNION DUES:

- 6.01 All associates covered under the terms of this Agreement shall be required to authorize the deduction of the regular monthly Union dues from their pay. For new associates this requirement shall become applicable on completion of thirty (30) days of work. Company approved authorization forms for deduction of Union dues and initiation fees shall be signed by a new associate when he/she commences work, but shall not be effective until after he/she has completed thirty (30) days of work. The initiation fee will be deducted from the first pay of the associate after he/she has completed 30 days of work. Signing the initiation fee authorization and deducting the initiation fee shall not in itself mean that the associate is a member of the Union and shall not be construed as a payment of a membership fee under the Industrial Relations Act.
- 6.02 Deduction of Union dues shall be made from the pay accumulated to the credit of associates for the first pay period of each calendar month. Amounts so deducted will be forwarded to a designated official of the Union not later than the 20th day of the month in which the said deduction is made.
- 6.03 A copy of the list of associates from whom dues deduction has been made will be given to the Chief Steward each month.
- 6.04 The Union will save the Company harmless from any and all claims which may be made against the Company by associates for amounts deducted from wages in accordance with this Article.
- 6.05 An associate who wishes to become a member of the Union shall authorize the Company, in writing, to deduct the Union's initiation fee from their pay.

6.06 Although excluded from the terms of the Collective Agreement, the following associates will, on completing thirty (30) days of service be required to pay the regular Union dues:

- (a) students hired for a period between April 20 and September 10, and
- (b) temporary help as defined in Article 2.01(b).

Article 7 - SUPERVISORS:

7.01 The Company will supply the Union with a list of the names of its supervisors and will keep the list up to date. When temporary supervisors are used the Chief Steward shall be informed.

7.02 Supervisors will not perform work which is performed by associates in the bargaining unit, except: (a) in cases of emergency; (b) when performing experimental or development work; (c) when checking production on various jobs or machines; (d) when regular associates are not available due to being late or absent from work.

Article 8 - UNION COMMITTEES AND STEWARDS:

8.01 The Company acknowledges the right of the Union to appoint or otherwise select a Committee of associates. It shall be the duty of this Committee to deal with the Company in negotiation of modifications of this Agreement or its administration, and to present to the Company such grievances as may be processed beyond the first step of the Grievance Procedure.

8.02 The Union shall have the right to appoint or otherwise select up to four (4) stewards (1 of whom shall be the Chief Steward) from among the associates to assist associates in presenting grievances to supervisors;

8.03 The Company will not be required to meet a total of more than two (2) committee representatives and/or stewards at any one time in addition to any full-time representatives of the Union (Business Agents, etc.) that may be called in to assist the Committee.

8.04 No associate will be eligible to act as a steward or to act on the Union Committee until after he/she has completed the probationary period of employment.

8.05 The Company shall deal with the Asst. Chief Steward in the absence of the Chief Steward.

8.06 Associates of the Company who are appointed or otherwise selected to act as members of the Union Committee or as stewards, have regular duties to perform. Such associates will not leave their work for the purpose of conducting any business on behalf of the Union without receiving permission from their immediate supervisor. Such permission will not be unreasonably withheld. In consideration of stewards and Union Committee members observing the terms of this section, they will be paid for time spent in meetings with the Company during working hours up to a maximum of one hour per week which may be extended by mutual consent.

Article 9 - GRIEVANCE PROCEDURE:

All grievance(s) shall be settled in the following manner:

Preliminary Stage

If an associate has a grievance concerning any matter within the term of this Agreement, he/she and/or their steward will take up the matter verbally with their immediate supervisor. The supervisor will give their reply within one (1) working day.

Step 1

If the matter is not settled to the satisfaction of the associate, he/she shall within three (3) working days, after the completion of the preliminary stage, file a grievance(s) in writing stating the facts of the grievance(s) and the relief sought to the D.C. Manager or their designate after the supervisor has given their reply. The matter will then be discussed at a meeting with the DC Manager and/or designate, the associate and their steward, and the associate will be given his/her reply not later than three (3) working days after receiving the grievance.

Step 2

If the reply of the Manager or their designate is not satisfactory to the associate, the grievance may, within one (1) week, be submitted to the D.C. Manager and/or designate. Within five (5) days, the D.C. Manager and/or designate will meet with the Union Committee to discuss the grievance. At this meeting a full-time representative of the Union may be present if requested by either party. A reply to the grievance will be given in writing within five (5) days after the meeting has been held. The Company will notify the Union at least two (2) days in advance of the date and time of the said meeting.

Step 3

If the Company does not deal with a grievance within the time limits set out above, it will be advanced to the next step. If the Union, or those concerned with each step, do not process a grievance within the time limits set out, the grievance will be considered dropped.

Step 4

If the reply of the D.C. Manager and/or designate is not satisfactory to the associate, the Union may, within ten (10) days after the date of the said reply, refer the grievance to arbitration.

Step 5

The Company may refuse to consider any complaint, the alleged circumstances of which occurred more than ten (10) working days before it was brought to the attention of the supervisor.

Step 6

Any of the time allowances provided in this Article may be extended by mutual agreement in writing.

Article 10 - COMPANY GRIEVANCES:

10.01 If the Company has a complaint with respect to the conduct of the Union, its officers, committeemen or stewards, or a complaint that the Union or any of its members have violated the provisions of this Agreement, the Company will submit such complaint to the Union Committee and it will be taken up between the parties in the same manner as a written grievance, commencing at the stage set out in Article 9.03. If the complaint is not settled to the satisfaction of both parties, it may be referred to arbitration.

Article 11 - ARBITRATION:

- 11.01 When either party requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time shall suggest an Arbitrator. Within five (5) working days thereafter, the other party shall suggest an Arbitrator. If the parties are unable to choose the Arbitrator within the next 5 working days, the Minister of Labour shall be requested to make such appointment.
- 11.02 No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance.
- 11.03 The fees and expenses of the Arbitrator shall be shared equally by the Employer and the Union.
- 11.04 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 11.05 The Arbitrator will not be authorized to make any decision inconsistent with the provisions of this Agreement, nor will he/she alter, modify or amend any part of its provisions. Their decision will be final and binding upon the Company and the Union.
- 11.06 In any proceedings before the Arbitrator, either party shall have the right to call any necessary witnesses.

Article 12 - DISCHARGE CASES:

- 12.01 A claim by an associate who has completed their probationary period that he/she has been unjustly discharged from their employment, will be treated as a special grievance, commencing at the stage of the grievance procedure set out in Article 9.03, provided the discharged person submits their grievance within four (4) working days after the discharge occurs.
- 12.02 Such special grievances may be settled by confirming the discharge, or by reinstating the discharged person with full compensation for the time lost, and full seniority rights, or by any other arrangement which is just and equitable in the opinion of the conferring parties.
- 12.03 An associate discharged without notice will be permitted to talk with their steward for a reasonable time before leaving the premises.

Article 13 - SENIORITY:

- 13.01 An associate will be considered on probation and will not be placed on a seniority list until after he/she has completed sixty (60) days of work for the Company. Seniority shall then date back sixty (60) regular working days.
- 13.02 The Company agrees to provide a seniority list to the Chief Steward monthly.
- 13.03 Part time associates' seniority will be capped at 5 work days per week based on a forty (40) hour week.

Casual associates after completing 60 days of service shall be deemed to be part-time associates and shall have this reflected in their classification on the seniority list.

F/T = full-time

F/T**= Associates working 1560 hours

An associate who has accumulated 1560 working hours (including all hours paid by the Employer) in any calendar year (ending December 31) will be entitled, during the following year to be a FT**. FT** associates will be entitled to all articles and schedules covered under the Collective Agreement save and except the following:

- Seniority will continue to be accumulated by days of work.
- Pay for vacations will be (4%, 6%, 8%, 10%, 12%) of the total earnings of the previous calendar year. Vacation entitlement calculation is based on the associate's hire date with the exception of those associates that have a variation in their vacation accrual date due to special employment circumstances. Associates will accrue their vacation money.
- Vacation pay is accrued in the previous year. When an associate becomes newly eligible for 1560 benefits, he/she is accruing vacation based on percentage entitlement as per the Collective Agreement to be used in the following year. Regardless of an Associate's employment status in the following year (1560 eligibility or regular part-time) they are still entitled to apply the vacation dollars accrued and number of weeks entitlement earned in the previous year.
- In the event that an associate is eligible for 1560 benefits in one year but no longer meets the criteria in the following year, the Associate's accrual shall be based on the percentage in accordance with the ESA. Regardless of an Associate's employment status in the following year (1560 eligibility or regular part-time) they are still entitled to apply the vacation dollars accrued and number of weeks entitlement earned in the previous year based on the ESA.
- Schedule "A" – FT** associates are not eligible for the guaranteed work week
- Schedule "B" Paid Holidays – FT** associates will continue to be paid at the average number of the total earnings to include all approved paid leave with the exception of overtime calculated on an individual basis.

When such associate qualifies for FT** benefits, his/her absences (otherwise worked) with medical certification on weekly indemnity, worker's compensation or due to maternity/parental leave will be considered as working hours for the purpose of being entitled to benefits the following year.

- 13.04 In cases of a permanent layoff, the Employer shall apply the principle of “last on, first off”. Seniority will be the guiding factor so long as it does not prevent the Employer from maintaining a working force of the associates, who are willing to do the work available.
- 13.05 The recall of laid-off full-time associates and the use of part-time and casual associates shall be dealt with as follows:
- (a) A recall/employment list (in a form agreed to by the parties) shall be posted and updated weekly.
 - (b) Three separate groups of associates shall be shown on the list: laid off full-time, part-time and casual. The associates in each group will be listed in order of seniority.
 - (c) It is the responsibility of each associate on the list to provide the Company with their address and telephone number.
 - (d) Where the company determines that it is necessary to recall a laid-off full-time associate, the recall shall be on the basis of seniority.
 - (e) A laid-off full-time associate being recalled to work for a period of one week or longer shall signify their intention to return within two (2) working days after receipt of notice of recall and shall report for work within a further three (3) working days or forfeit any claim to re-employment with the company.

Call-in responsibilities for part-time associates:

- a) You are required to provide the company with your current mailing address and phone number.
- b) Even if you are not scheduled for work, you must be available as you could still be called in at any time.
- c) be advised that after 3 consecutive unsuccessful calls have been made to you, the company will remove you from the scheduling/call in list and a letter will be mailed to you requiring you attend a meeting.
- d) Failure to attend this meeting will result in immediate termination, therefore it is very important that you keep your address updated at all times.
- e) If you are unavailable for work during a certain time period, you are required to notify a supervisor to ensure you are not called during that time.

Unsuccessful calls are defined as follows:

- No answer
- No call back from the associate by noon (the same day)
- Associate refuses 3 consecutive shifts (1 shift equals a 24-hour period)

- 13.06 A supervisor who has been promoted from the bargaining unit and who is returned by the Company to the said bargaining unit shall, if returned within one (1) year from the date of

promotion, retain full accumulated seniority, and, if returned within three (3) months from the date of promotion, shall be entitled to return to the job held prior to promotion. Where the supervisor returns to the bargaining unit more than three (3) months after promotion, bumping rights shall apply as set out in Article 13.03. After one (1) year outside the bargaining unit, the supervisor will lose all their bargaining unit seniority.

- 13.07 Except in cases of emergency, associates who are to be laid off due to lack of work will be given a minimum of forty-eight (48) hours' notice.
- 13.08 The Company shall notify the Chief Steward when an associate is laid off.
- 13.09 Where there is a determination of the relative skill and ability of two or more associates under this Article 13 or under Article 15, the decision of the Company shall be final and shall not be reversed by an Arbitration Board or Arbitrator unless the decision was discriminatory, arbitrary or made in bad faith. This article would not apply for our regular shipping positions.
- 13.10 Any additional associates added to the bargaining unit will be placed at the bottom of the existing seniority list for the bargaining unit. Associates transferring, without work interruption, from other Bimbo Canada unionized facilities will maintain their original seniority date for vacation and benefit entitlement purposes only.

Article 14 - LOSS OF SENIORITY:

- 14.01 An associate shall lose their seniority and employment standing:
- (a) If he/she is discharged and not reinstated under the grievance or arbitration procedures of this Agreement;
 - (b) If an associate quits. (An associate shall be deemed to have quit when he/she gives notice of their desire to leave the Company's employment.)
 - (c) If he/she is absent from work for one shift (verified personal illness and authorized leave of absence excepted) without a reason satisfactory to the Company. In this event, the following disciplinary action will apply:
 - (1) Verbal Warning;
 - (2) Written Warning - suspension;
 - (3) Dismissal.
 - (d) If he/she fails to report for work at the expiration of their leave of absence.
 - (e) If he/she is laid off for a period of ten (10) months

Article 15 - JOB POSTING:

- 15.01 A vacant full-time job will be awarded to our most senior part-time associate so long as the Employer can maintain a working force of associates willing to do the work available. A newly created classified job including any job as supervisor for which the Company expects an associate to be required for a period in excess of six (6) consecutive weeks, will be posted on the DC bulletin boards for five (5) working days. During this period, associates who have completed the probationary period may apply for the posted vacancy by writing their names on the notice. With the exception of a supervisory position, the job will be awarded within five (5) working days of the posting being taken down. A copy of each job posting notice containing the names of the applicants will be given to the chief steward and the chief steward will be advised who was appointed to the posted vacancy and if not filled who was appointed to the job. When a job is posted, the Company shall indicate the specific job it wishes to fill through the posting procedure.
- 15.02 Applicants considered by the Company shall be evaluated on the basis of skill, ability and experience provided that if these factors are equal, seniority shall prevail. In the event that no applicant from within the bargaining unit has the necessary skill and ability to perform the posted job, the Company may fill the job from any source available. The Company will communicate with a representative of the Union before making its final decision.
- 15.03 The associate who is awarded the job shall be given a training period of up to four (4) weeks. At any time during the training period, the Company may decide that the associate is not suitable for the job in which case the associate shall return to their former job. In such cases, the Company shall not be required to post the job a second time but shall award the job to the next best applicant according to the criteria set out in Article 15.02 provided that the applicant has the necessary skill and ability to perform the job.
- 15.04 The names of successful applicants for posted jobs will be posted on the bulletin boards.
- 15.05 An associate who applies for a posted job and who is not awarded the job will be told the reason.
- 15.06 The Company will assign the most senior part-time associate on a temporary basis for applicants who have completed the probationary period when an associate is absent from a job due to illness or accident and it is known that such absence will exceed thirteen (13) weeks.
- 15.07 The Company endorses the policy of giving senior associates preference in transfers for job training when temporary vacancies occur. This provision shall not affect any of the rights of the Union or the Company contained in the Collective Agreement.
- 15.08 Any newly created positions by the company will be discussed with the union and a new rate negotiated.

Article 16 - BULLETIN BOARDS:

- 16.01 The Company will provide bulletin boards in mutually satisfactory locations throughout the Distribution Centre for the convenience of the Union to post notices. All such notices must be signed by the proper officer of the Union, and submitted to a designated officer of the Company, or their authorized representative, for approval before being posted.

Article 17 – DISTRIBUTION CENTRE VISITATION:

- 17.01 Recognized representatives of the Union, not employed by the Company may be granted permission to visit the distribution centre during working hours to interview members of the Union Committee. Permission must first be obtained from a designated officer of the Company, or their designate, and will only be granted on the understanding that it will not interfere with shipping.

Article 18 - LEAVE OF ABSENCE:

- 18.01 The Company may grant leave of absence in writing to any associate for legitimate personal reasons. An associate who is absent with such written permission will not be considered to be laid off, and their seniority will continue to accumulate during their absence. Leave of absence for periods in excess of thirty (30) days will only be granted after prior discussion with the Union Committee.

FT** associates will no longer accumulate seniority after twelve (12) weeks.

- 18.02 (a) Maternity leave will be provided as per statutory requirements. Parental leave shall be granted in accordance with legislative requirements provided a request has been made in writing at least 30 days in advance. This timeline may be waived in cases of emergency.
- 18.03 Upon written application and approval, a regular associate who is elected to a permanent office in the union or as a delegate to any labour activity necessitating a leave of absence shall be granted such leave of absence without pay and shall, at the end of the term in the first instance, or at the end of the mission in the second instance, be re-employed with the accumulated seniority standing that he/she has when he/she returns to work with the Company. Not more than one (1) associate shall be on such leave of absence at a time.
- 18.04 Delegation for Union business will be considered a good reason for leave of absence, provided that not more than two (2) associates are delegated by the Union at any one time, and for not more than two (2) periods in excess of ten (10) days within a year. The periods of ten (10) days may be extended by the Company to meet special circumstances. Any variations from this rule will be a subject for discussion between the Company and the Union Committee.
- 18.05 (a) All associates who have completed the probationary period will be allowed five (5) days' leave of absence with pay in the event of the death of their spouse or partner, child, mother or father, three (3) days' leave of absence in the event of the death of their sister, brother, father-in-law or mother-in-law and two (2) days in the event of the death of a grandparent, aunt, uncle,

brother-in-law or sister-in-law. Such leave granted in this article shall be for the purpose of making arrangements for and attending the funeral. The associate shall, of course, notify the Company of such death. In-laws in this article mean current, not former.

(b) Pursuant to the above section associates on approved vacation or compassionate leave will be allowed to substitute bereavement leave of absence upon notifying their supervisor.

(c) Pursuant to Article 18.05 (a) above, all days agreed upon for bereavement shall represent working days.

Article 19 - MISCELLANEOUS:

19.01 (a) An associate who is absent from work will be required to notify their supervisor or manager of the reason for their absence not less than one (1) hour before the start of their shift. An associate shall not be disciplined if he/she notifies their supervisor or manager of the reason for their absence at least one (1) hour before the start of a shift. In the event that an associate does not notify their supervisor or manager of their absence at least one (1) hour before the start of the shift, the Company shall be entitled to recall a replacement associate without complying with the provisions of Article 13.

(b) Given reasonable notice, it is also the responsibility of each associate to be available for all work.

19.02 An associate who is being disciplined may have their steward with them if the associate so chooses.

19.03 An associate who is injured at work and demonstrates to the Company's satisfaction that they are unable to continue working, will be paid the remaining hours of the shift on the day of injury.

19.04 The Company shall advise the Chief Steward in writing of any changes in employment status.

19.05 (a) Where the Company introduces automatic equipment or any new technology which may cause regular full-time associates to lose their employment, the Company will advise the Union Committee as far in advance as practicable of the particular situation and its expected implications.

(b) Where a regular full-time associate with at least five years seniority loses their job as a result of the introduction of new equipment, the Company will provide a retraining allowance on the following terms:

(i) the allowance will be paid for a course (or courses) approved by the Company;

(ii) the allowance will be the total cost of the course(s) to a maximum (per associate) of \$100.00 for each year of seniority;

(iii) the allowance will be paid in two parts: 50% directly to the institution offering the course(s) upon registration, and 50% to the associate upon successful completion of the course(s);

(iv) an associate taking advantage of this retraining allowance will be deemed to have terminated their employment with the Company and relinquished all rights to recall;

(v) in the event the circumstances of the layoff are such that the provisions of both this Article and Article 20-Severance Pay are triggered, the associate must elect which he/she will take and will not be permitted to take advantage of both Articles.

19.06 The Chief Steward or in their absence the Assistant Chief Steward will be notified of dismissals or suspensions within one (1) working day after they occur.

19.07 Sick leave with pay will be granted on the following basis:

- (a) on January 1, of each year, all associates will be credited with sick days on the following basis (regular working hours include all hours paid by the Employer);
 - (i) associates who worked in excess of 1560 regular working hours for the company in the preceding year will be credited with five (5) days;
 - (ii) associates who worked from 1040 to 1560 regular working hours – four (4) days;
 - (iii) associates who worked from 520 to 1040 regular working hours - three (3) days;
 - (iv) associates who worked from 1 to 520 regular working hours - one (1) day.

- (b) associates not actively employed on January 1, of the calendar year (who therefore do not receive sick day credits under (a) above) but who subsequently are hired, returned from layoff, long-term disability or workers' compensation, or who change from part-time or full-time, shall be credited with sick days at the commencement of their employment for use during the calendar year on the following basis:
 - (i) associates who commence their employment between January 1 and March 31 (inclusive) - five (5) days;
 - (ii) associates who commence their employment between April 1 and June 30 (inclusive) - four (4) days;
 - (iii) associates who commence their employment between July 1 and September 30 (inclusive) – three (3) days;
 - (iv) associates who commence their employment between October 1 and December 30 (inclusive) - one (1) day.

- (c) associates who, on January 1, of the calendar year would be credited with fewer than five (5) days under the provisions of (b) above because of, during the preceding year being newly hired or returning from layoff, long term disability or workers' compensation, or changing from part-time to full-time, will in fact be credited with five (5) sick days for use during the calendar year;
 - (d) sick days credits will be available for use by associates during the calendar year and all unused credits will be paid out (on cheques separate from their regular paycheques) in December of the calendar year to all associates on the payroll on the date of payout;
 - (e) the above provisions (a) through (d) will continue to apply from year to year.
 - (f) sick leave pay shall not be paid for any days where an associate is eligible to be paid weekly indemnity.
- 19.08 New associates upon completion of probationary period shall be given a brochure outlining Company benefits.
- 19.09 (a) A regular associate with more than one (1) year seniority who is called for jury duty and serves shall be paid the difference between their jury pay and their regular hourly straight time rate multiplied by their regular scheduled hours. Associates will be required to present proof of substantiation to be eligible to receive pay.
- (b) A part-time associate with more than one (1) year of service who is called for jury duty and serves shall be paid the difference between their jury pay and their regular hourly straight time rate multiplied by their average earnings for all hours paid including vacation and other approved paid time off excluding overtime for the same period of time in the previous calendar year that jury duty is actually being served. Associates will be required to present proof of substantiation to be eligible to receive pay.
- 19.10 The Company will contribute \$1,500.00 per year to the Union toward the education of its members in the area of labour and management relations and safety.
- 19.11 It is the current company policy that for associates who are requested by the Company to take job-related courses, their total remuneration from all sources while in attendance at such courses will not be less than their regular straight time pay.
- 19.12 Management will provide payment for medical information, upon the associate providing receipts, if requested by the company.

Article 20 - SEVERANCE PAY:

20.01 In the event an associate has their employment terminated as a direct result of the closing of the Moncton DC (including full-time associates laid off within the six (6) month period immediately preceding the closing of the DC) or a department thereof, he/she will be paid severance pay as follows:

Five (5) to ten (10) years:	5 weeks
Ten (10) to fifteen (15) years:	7 weeks
Fifteen (15) to Twenty (20) years:	10 weeks
Twenty (20) to Twenty Five (25) years:	13 weeks
Twenty Five (25) years or more	17 weeks

20.02 No associate will qualify for severance pay if he/she is able to exercise their seniority rights within the distribution centre or if he/she is offered employment elsewhere in the Company in the Moncton area or if the closing results from fire, flood, strike, or any other circumstance beyond the control of the Company.

20.03 An associate who accepts severance pay shall have no further claim to employment with the Company.

20.04 A terminating associate qualifying for severance pay under the terms of this Article who may also become entitled to severance pay in lieu of notice under Government legislation, will receive either the severance pay provided herein or the severance pay provided by legislation, whichever is greater, but not both.

Article 21 - SAFETY:

21.01 The Company, the union and the associates will make provision for the safety and wellness of associates during their hours of work.

21.02 A safety committee composed of two (2) associates from the bargaining unit and two (2) representatives of the Company will meet once each month to discuss matters relating to safety and to make recommendations thereon. All representatives are to be advised prior to the contacting of government safety officials by either party.

21.03 Each associate who purchases approved safety footwear to be worn in connection with their work will be reimbursed the sum of one hundred seventy-five dollars (\$175.00) once each twelve (12) months of work, payable in December of each year for safety footwear. Effective December 2025, this amount will increase to two hundred dollars (\$200.00). Where the Company has made such payment, the associate shall then wear safety footwear at all times then at work.

Safety footwear shall not apply to those hired as summer help only.

21.04 The Company will advise new associates of safety policies on footwear and see that each associate is properly trained.

- 21.05 a) The Company will provide an Accident/Sickness Protection Plan for all regular associates after sixty (60) working days' service that will provide after the first day for accident and hospitalization and the fourth day for sickness for the benefits outlined in Schedule "F" to this Agreement.
- b) Any problem regarding a rejected claim by the Insurer shall be first addressed by the associate to the Company.

Article 22 - SCHEDULES:

- 22.01 Attached hereto and forming part of this Agreement are the following Schedules:
- Schedule "A" - Hours of Work, Overtime, etc.
 - Schedule "B" - Paid Holidays;
 - Schedule "C" - Vacations;
 - Schedule "D" – Shippers;
 - Schedule "E" - Part-time Associates.
 - Schedule "F" – Group Insurance Plans

Article 23 - LABOUR MANAGEMENT COMMITTEE:

- 23.01 The Company and the Union agree to establish a Labour Management Committee composed of two representatives of the Union (one of whom shall be the Chief Steward) and two representatives of the Company (one of which shall be the Designated Representative of Management). The Labour Management Committee shall meet at least once every month, at a time and place to be decided by the Committee, to discuss all proper subjects of general interest to both the Union and the Company, including health, safety and other matters, but the Labour Management Committee is not intended to nor shall it replace the Grievance Procedure and all matters properly dealt with by the Grievance Procedure will be dealt with by the Grievance Procedure and not by the Labour Management Committee.

Article 24 - PENSION:

- 24.01 Effective January 1, 1997, all regular full-time associates and eligible part-time associates as defined in 24.02 will become members of the Bakery and Confectionery Union and Canadian Industry Pension Fund (The Pension Plan).
- 24.02 Eligible part-time associates means those part-time associates who have earnings of not less than 35% of the year's maximum pensionable earnings (YMPE) as defined in the Canada Pension Plan.
- 24.03 An associate shall become a member of the Pension Plan when he/she is classified as a full-time associate within the terms of the Collective Agreement. A part-time associate shall become a member of the Pension Plan the first day of the period following the period in which he/she obtains the 35% threshold referred to in 24.02. Once an associate becomes a member of the Pension Plan, he/she shall maintain his/her membership so long as he/she is an associate of the Employer.

24.04 The Employer will, in respect of each associate who becomes a member of the Pension Plan, contribute a sum per hour according to the following schedule, for each hour or portion thereof paid by the Employer and received by the Associate to a maximum of forty (40) hours per week. The contributions for office associates will be based on eight hours per day even if the working day is of seven and one-half hours.

December 30, 2001	1.965 (\$1,150 benefit level)
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24.05 These contributions will be paid each period (13 periods per calendar year) to the Pension Plan and will be accompanied by a completed remittance report. Both payment and report are due on the tenth (10th) day following the period end for the period covered by the report, and a copy of the remittance report will be sent to the Union.

24.06 Pension Plan Members inquiries in regards to benefits should be directed to the Union through their Shop Steward, while inquiries dealing with the Employer's contributions should be directed to the Employer.

24.07 Once the decision is received on the Bakery Confectionary pension plan, currently under litigation in Quebec, the parties will meet to discuss the decision. This meeting will determine if future increases or a portion there of will be used to buy addition pension benefits.

Article 25 - DURATION:

25.01 This Agreement, which supersedes all previous Agreements, written or implied, will continue in effect from signing date, until the 30th day of April, 2027, both dates inclusive, and unless either party notifies the other party of its desire to amend or terminate the said Agreement, it will continue in effect from year to year thereafter.

25.02 Notice by either party of its desire to terminate or amend this Agreement may only be given during a period of not more than sixty (60) and not less than thirty (30) days prior to the 30th day of April, 2027, or any succeeding anniversary date.

25.03 Within fifteen (15) days after the giving of notice, the Company and the Union will set dates for negotiations.

SIGNED AT MONCTON, NEW BRUNSWICK, THIS day of , 2023.

FOR THE COMPANY

FOR THE UNION

Doug Rose

George Leaman

Stephen MacKay

Corey Fraser

Lesley Baker

Bert Landry

Kelly Tilley

Paul Lawlor

SCHEDULE "A"
HOURS OF WORK, OVERTIME, ETC.

Hours

1. The Company does not guarantee to provide work for any specific days or hours. However, subject to conditions over which the Company has no control, each full- time associate holding a posted position, shall receive forty (40) hours of work in each calendar week provided:
 - (a) he reports for work for all of each working hour assigned by the Company;
 - (b) he performs whatever work the Company assigns.
2. For weeks in which recognized holidays occur, the work week will be reduced by the number of hours the associate receives as holiday pay.

Work Week:

1. The Company and the Union agree to establish a scheduling committee that shall meet as needed to address concerns regarding scheduling.
2. The regular work week will consist of forty (40) hours to be worked in four (4) or five (5) days. A two week notice will be given to the associates when changing their regular scheduled days off.
3. Beginning the 1st day of September, 1998, the number of scheduled hours per day can vary from six (6) to ten (10).
4. Shift schedules, days of work, shift hours, starting and quitting times, and the time of rest periods and lunch periods will be determined by the Company in accordance with shipping requirements.
5. It is not the intent of the Company to use new associates who are in a training period to reduce the number of regularly scheduled associates.

Lunch Periods:

1. (a) Lunch periods will be assigned at the discretion of the supervisor or manager, but under normal conditions will occur as close as practical to the middle of any associate's shift. Lunch periods during the regular shift hours shall normally be of thirty (30) minutes' duration and shall be without pay.

(b) "Close as practical" is defined as commencing between one (1) hour before mid-shift and one (1) hour after mid-shift.

2. Where an associate is committed to work in excess of two (2) hours of overtime immediately following their regular shift, the Company shall provide the associate with a break of fifteen (15) minutes.

Rest Periods:

A paid rest period of fifteen (15) minutes duration will be allowed in each half shift worked. Where a work day exceeds nine (9) hours, a further paid rest period of fifteen (15) minutes' duration will be allowed after the eighth hour.

Overtime:

1. (a) Beginning September 1st, 1998, overtime will be paid at the rate of time and one-half the straight time hourly rate for all hours worked after the daily scheduled shift on an associate's fifth or sixth shift (depending if the number of scheduled shifts are 4 or 5) in any calendar week. Overtime will be paid at double the straight time hourly rate for all hours worked on an associate's sixth or seventh shift (depending if the number of scheduled shifts are 4 or 5) in any calendar week. There will be no pyramiding of overtime.

(b) From the signing date of this agreement, overtime will be paid at the rate of time and one-half the straight time hourly rate for all hours of work performed on an associate's sixth shift in any calendar week. Overtime will be paid at double the straight time hourly rate for all hours of work performed on an associate's seventh shift in any calendar week. Daily overtime will be paid after eight (8) or ten (10) hours (depending on the scheduled shift). There will be no pyramiding of overtime.

(c) An overtime break of fifteen (15) minutes shall be granted after the initial fifteen (15) minutes of overtime has been worked.
2. When overtime is required, associates will be given the opportunity to work on their regular job.
3. Notwithstanding clause No 1 (overtime) above, in the weeks in which one (1) paid holiday occurs, overtime at the rate of time and one-half will be paid for time worked in excess of the scheduled shift or thirty (30) hours for ten (10) hour shifts, or thirty-two (32) hours for eight (8) hour shifts but not both. In the week in which two (2) paid holidays occur, the thirty (30) hours for ten (10) hour shifts will be reduced to twenty (20) hours or twenty-four (24) for eight (8) hour shifts. Time not actually worked shall not be considered as time worked for the calculation of overtime conditions. Approved vacation days are exempt for the purposes of this calculation.
4. An associate who is required to work overtime in a work week will not be required to lay-off during regular working hours in the same week because of having worked the said overtime.
5. Work performed on holidays as set out in Schedule "B" or Sundays will not be considered overtime work, except in the case of those associates whose duties do not, in the regular way, require them to work on those days.

6. An associate shall not be compelled to work overtime unless notified one (1) hour or more in advance of the end of their shift on the day the overtime is required. This will not apply in cases of power failure, breakdown of equipment, where associates are absent from or late for work, or any similar circumstance beyond the control of the Company.
7. No associate shall be compelled to work more than two (2) hours of overtime in a regular work day (one (1) hour in the case of a ten (10) hour shift), nor more than a total of ten (10) hours in a regular work week. The reference to "ten (10) hours" shall not apply in the weeks in which paid holidays occur.
8. For those associates who work in excess of two (2) hours of overtime on an eight (8) hour shift or those who work in excess of one (1) hour of overtime on a ten (10) hour shift an overtime meal allowance of \$20 will be paid to them on their weekly pay.
9. In calculating time worked for the purpose of determining when overtime commences, neither the twenty (20) minute paid lunch period set out in section (2) of "Lunch Period", nor the regular daily rest periods will be deducted from the regular daily shift hours.
10. When associates are called into work they will be advised at the time of call that the shift is expected to be between 6 to 8 hours or a 10 hour shift. Overtime will be paid if the 6 to 8 hour shift extends beyond 8 hours at a rate of time and one-half. Overtime will be paid if the 10 hour shift extends beyond 10 hours at a rate of time and one-half.
11. If an associate is called in for a shift, but shipping demands or circumstances arise outside the Company's control that the Company does not require them for the entire shift, then they will be paid for a minimum of four (4) hours or the actual hours worked if greater.
12. Overtime shall be offered based on seniority to associates who are currently at work.
13. The following guidelines are agreed to with respect to the taking of time off in lieu of pay for overtime worked:
 - a) The option of taking time off in lieu of pay is open to full-time associates only.
 - b) Each associate must choose between receiving pay and receiving time off at the beginning of each overtime year (May 1 to April 30). The shop stewards will speak to each associate and provide the Distribution manager with a list of each associate's choice by May 1 of each year.
 - c) Time off in lieu of pay for overtime can only be taken in multiples of eight (8) or ten (10) hours at a time.
 - d) Time off in lieu of pay for overtime cannot be taken between June 15 through September 15 and December 15 through January 7.
 - e) Time off in lieu of pay for overtime must be scheduled in advance and mutually agreed upon with the supervisor. It cannot be taken on short notice and particularly cannot be used in lieu of taking sick days.

f) Time off in lieu of overtime banked but not used by December 1 of each calendar year will only be paid if the failure to take it off is due to a request from management not to take it or due to unforeseen circumstances (in which case management approval is required). It is not intended that associates will be able to use this overtime banking mechanism as a "savings bank" to receive pay for accumulated overtime in December.

g) The Company will add 8 hours of straight time to each FT and 1560 eligible associate's bank to be taken at a time mutually agreed upon with their supervisor (this permission shall not be unreasonably withheld). The 8 hours will be added January 1st each year and cannot be carried over or paid out.

Pay Day:

Associates will be paid each week for work performed the previous week up to and including Saturday. The payment may be delayed in the event of breakdown of equipment or any circumstance beyond the control of the Company.

Uniforms:

Each regular full-time and part-time associate shall be supplied with uniform vouchers by May 1st of each year and shall observe the Employer's dress regulations. Such uniforms shall be laundered by each associate who will be paid five dollars and fifty cents (\$5.50) for each week worked (a week for this purpose must contain at least three full shifts) for laundering such uniforms. Such payments to be made in December before Christmas of each year. Replacements will be issued by the Employer to an associate where such uniform in the opinion of the Employer has worn out, provided that the associate turns in to the Employer the used uniform and also provided that such replacements do not exceed the schedule as listed below.

Uniforms will be provided to all associates by issuing vouchers to cover the cost of uniforms. Associates can select items on the voucher up to the approved maximum for their job classification and department

Shipping FT= \$285

Shipping PT= \$150

Where it has been shown to Management's satisfaction that the nature of certain particular work may require additional uniforms, exceptions to the above schedule may be made.

The Company may designate from time to time that the uniforms to be worn by associates performing certain jobs will be colored.

SCHEDULE "B"
PAID HOLIDAYS

1. (a) The Company will pay each eligible associate who has completed thirty (30) days of work for the following holidays or days observed by the Company in lieu thereof:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Civic Holiday (New Brunswick Day)
Boxing Day	

(b) Effective January 1, 2026, the Company will add National Day for Truth and Reconciliation in 1(a) above.

(c) Christmas Day, New Year's Day and Good Friday will be celebrated on the day on which they actually occur.

(d) If the Province of New Brunswick designates any new statutory holidays they shall be included in the list of paid holidays, as outlined in 1(a) above.

(e) When an associate works on the day of the holiday they shall be paid at time and one half for all hours worked. This shall apply to all bargaining unit associates.

2. To be eligible to receive payment for a holiday or day observed in lieu thereof, an associate shall be required to work the last full shift immediately preceding the holiday and the first full shift immediately succeeding the holiday. However, payment for the holiday will be made if the associate worked during the week in which the holiday occurred but was absent on either of the said shifts because of:

- (a) Verified personal illness; (shall be required within 72 hours of the absence from work).
- (b) death in their immediate family;
- (c) lay-off due to lack of work;
- (d) permission having been granted by the Manager.

3. Pay for holidays shall be at the associate's current hourly rate multiplied by eight (8) hours or paid the number of hours the associate is working. (i.e. 6, 8, or 10 hours)

4. The day on which the above holidays will be observed by associates will be posted at least five (5) days in advance of the holiday.

SCHEDULE "C"
VACATIONS

1. Vacations with pay will be granted in accordance with the following schedule:
 - (a) One (1) year of continuous service - two (2) weeks;
 - (b) Five (5) years of continuous service - three (3) weeks;
 - (c) Ten (10) years of continuous service - four (4) weeks;
 - (d) Twenty (20) years of continuous service - five (5) weeks;
 - (e) Thirty (30) years of continuous service - six (6) weeks;
 - (f) When an associate receives three (3) weeks, four (4) weeks, five (5) weeks or six (6) weeks annual vacation, only two (2) weeks may be taken between June 1 and September 30.

2.
 - (a) Pay for vacations referred to in 1 above will be 4%, 6%, 8%, 10% and 12% for 2, 3, 4, 5 and 6 weeks respectively of the total earnings of the previous calendar year, or that provided under the Vacation with Pay Act of New Brunswick whichever is greater. Notwithstanding the foregoing, associates who have less than ten (10) missed working days in the applicable year (Workmen's Compensation, sickness plan absence and other absences authorized by the Collective Agreement, excepted) and have not been laid off for more than twenty (20) days in the applicable year, shall receive as vacation pay no less than forty (40) times their regular straight time hourly rate for each week of vacation taken.

 - (b) In years when associates would reach a vacation milestone, the incremental week of vacation will be granted after they reach their anniversary date.

Example: Associate who was hired on April 1st, 2020, and reaches their 5-year vacation milestone on April 1st, 2025 will be eligible to receive a 3rd week of vacation with pay as per Schedule "C" #2.

3. An associate who leaves the service of the Company for any reason other than termination for cause shall be paid vacation pay in accordance with this Agreement. Any associate who is terminated for cause will be paid vacation pay in accordance with the Vacations With Pay Act of the Province of New Brunswick.

4. The vacation periods will extend from January 1 to December 31. Vacations will be allocated by seniority with senior associates being given the first choice of vacation dates. No weeks shall be blocked out for vacation purposes, but the Company will determine the number of associates off any one time. The Company will permit a minimum of two associates to be on vacation at any one time. The Company will permit up to three shipping associates to be on vacation at any one time during the peak periods between Mid-May to Labour Day weekend. The Company will permit up to four shipping associates to be on vacation at any one time with the exception of weeks in the peak period in which statutory holidays fall (with the exception

of Christmas and New Year's week) or during the peak periods between Mid –May to Labour Day weekend. The selection of vacation dates will be finalized by April 1 of each year with the final Company approval by April 20 and any changes thereafter must be by mutual consent.

5. Associates will not be allowed to waive their vacation claims and have them accumulate from year to year. When an associate is absent from work and unable to take their vacation because of being on workers' compensation, weekly indemnity or long-term disability, he will not be permitted to accumulate their vacation time and take it in the following year, but he can choose when he wishes to receive their vacation pay, including beyond the end of the year (but in this event payment will still be made at the previous year's rate).
6. All deductions normally made from an associate's regular pay may be deducted from the associate's vacation pay.
7. Where a paid holiday as set out in Schedule "B" occurs during an associate's vacation, and the associate is entitled to be paid for such holiday, he will either be paid four (4) vacation days and a statutory holiday or five (5) days' vacation and a statutory holiday. He will notify his supervisor no less than one (1) week prior to his vacation which of the scenarios he chooses otherwise it will default and be paid.
8. Associates entitled to three (3), four (4), five (5) or six (6) weeks vacation will only be granted two (2) weeks at a time. The third, fourth, fifth and sixth weeks will be taken at a time arranged between the eligible associate and their supervisor. However, where an associate wishes to take all of their vacation between November 1 and April 1, he will be permitted to take three (3), four (4), five (5) or six (6) weeks together, depending on eligibility. Where an associate has one week of their regular vacation prior to April 1, this will not affect their choice of vacation dates during the summer period in accordance with the terms hereof. The Company may agree to permit an associate's vacation to be scheduled other than in accordance with the foregoing provided the associate requests it in advance and the Company determines that it would not in any way be detrimental to the operations of the distribution centre.
9. All full-time associates must take the full period of vacation leave to which they are entitled under this Article.
10. No vacation accumulation credit is allowed while an associate is receiving long-term disability benefits.

SCHEDULE "D" - SHIPPERS

1. The Company will classify associates and will pay hourly rates as follows:
Shippers

May 1, 2023	October 1, 2023	May 5, 2024	October 6, 2024	May 4, 2025	May 3, 2026
\$23.29	\$23.69	\$24.29	\$24.94	\$25.69	\$26.34

Special Note on Wages:

1. The Employer recognizes that a portion of the wages' increase has been transferred in the Pension Plan. Should the cost for buying additional benefits be lower than what is provided by clause 24.04, then the hourly rates will be adjusted accordingly. The Union and the Employer might review the Pension and the hourly rates together upon receipt of the actuary's report.
2. Lead Hands shall be defined as bargaining unit members whose main responsibility is to direct the workforce and perform administrative duties. Lead Hands are not deemed as "Supervisors", they shall not hire, fire, or participate in the imposition of discipline against other bargaining unit members. Lead Hands shall not initiate Company investigations into the discipline of hourly associates except in matters of verbal or physical abuse, verbal or physical harassment and sexual harassment, or health and safety related matters. Any violation of this will result in progressive discipline on an individual basis as per the Collective Agreement.

Lead Hands will be provided with all necessary training required for the role, some of the training that will be provided, listed below but not limited to: First Aid & CPR, Conflict Resolution, Emergency Evacuation Procedures, Safety Training – as needed/required for the role.

The Company has the right to appoint Lead Hands. Leads Hands shall receive an additional two dollars (\$2.00) per hour. Premiums will be paid for a minimum of a regular shift for those who have been asked to cover the role.

1560/part-time Lead Hands will maintain their seniority at their current level while they perform lead hand duties.

Should a part-time associate be awarded a Lead Hand position, this associate will gain seniority for each day worked when the associate directly above on the seniority list is either working or has been given the opportunity for a shift but has declined for whatever reason.

Should the Lead Hand position be awarded to a full-time associate, the seniority will then maintain as per the collective agreement.

The maximum number of Lead Hands during the life of this collective agreement is three (3).

3. A shift premium of two dollars (\$2.00) per hour will be paid for hours worked between 9:00 p.m. and 6:00 a.m. The shift premium shall not increase as the result of overtime hours. Note** Should the current schedule arrangement materially change before the next twelve (12) months, the company will agree to increase the Shift Premium to \$2.50/hr (9 pm – 6 am).
4. Each associate required by the Company to work on Sunday as a part of their regular shifts will be paid a premium of two dollars (\$2.00) per hour. The intent of this clause is that the premium paid on Sunday shall not be paid for overtime hours worked on that day.
5. Where an associate has worked in a job classification for more than one year and either because of illness which prevents the associate from performing that job or because of the closure of a department, is transferred by the Company and works at a job at a lower rate of pay, the associate shall not receive less than the rate of pay applicable to their former job classification for work performed in the lower rated job for a period of six (6) months following the transfer.

SCHEDULE "E"-PART-TIME ASSOCIATES

1. The provisions of this Schedule "E" shall apply to all part-time associates for whom the Union is the exclusive bargaining agent and no other provisions of the Collective Agreement shall apply to such associates except as expressly provided for in this Schedule "E". Article 9 - Grievance Procedure, Article 11 - Arbitration, Clause 13.04 - Seniority and Clause 14.01 - Loss of Seniority shall apply to part-time associates, Article 18.05 Bereavement, Article 19.01 (a) and (b), Article 19.02, Article 19.03, Article 19.07 (progression), Article 19.08, Article 19.09, Article 19.12, Article 20 – Severance Pay - Article 21.03 (after one year of employment), Schedule “A” with the exception of guaranteed hours.
2. Part-time associates shall be paid at the applicable rate as set out in Schedule “D”.
3. (a) A seniority list shall be kept showing the number of days worked for each part-time associate. This list shall be separate from the seniority list of regular full-time associates provided for in Article 13. The part-time seniority list shall be updated and posted monthly.

(b) A part-time associate absent with medical certification due to illness or accident for more than four (4) days, worker’s compensation or due to maternity/parental leave will keep his/her relative rank of seniority in the seniority list upon his/her return to work.
4. In cases of layoff from part-time jobs seniority shall be the governing factor.
5. A regular full-time associate who is laid off from regular full-time work but who performs part-time work shall lose their status as a regular full-time associate if he has been laid off from their regular full-time job for 6 consecutive months. In such cases, their full-time seniority shall be converted to part-time seniority on a day for day basis.
6. For the purpose of considering the part-time associate, their part-time seniority shall be converted, for such purposes only, on the basis that 250 days equals 1 year and 20 days equals 1 month and this conversion formula shall be used to calculate their seniority date back from the time of the job posting. If the part-time associate is awarded the posted job their part-time seniority shall be converted to full-time seniority on the foregoing basis upon completion of the training period as provided in Article 15.03.
7. A part-time associate may become a full-time associate by filling a regular full-time job (i.e. not a part-time or peak production period job) and completing a 60 day probationary period in that job. Upon completion of the probationary period, their part-time seniority shall be converted to full-time seniority in accordance with the formula set out in paragraph 6 above. If a part-time associate has successfully completed the probationary period as full-time associate he shall not be required to complete the probationary period a second time. If a part-time associate is awarded a full-time job and does not successfully complete the probationary period he shall revert to part-time.
8. Vacation pay shall be paid to part-time associates in accordance with the Vacations with Pay Act for the Province of New Brunswick.

9. Pay for holidays for part-time associates shall be the average of the total earnings to include all approved paid leave with the exception of overtime the month preceding the holiday calculated on an individual basis.
10. Part-time associates shall be called to work in accordance with clause 13.05.

SCHEDULE "F"-GROUP INSURANCE PLANS

The Company has in place the group insurance plans listed below. A summary of some of the coverage is set out in this schedule, and the details of the eligibility requirements and coverage are set out in the brochures prepared by the insurance carrier and distributed to the associates. The associates in the bargaining unit will continue to have representation on the Company's Benefits Committee.

Regular Full-time Associates

- Associate Life Insurance
- Associate Accidental Death & Dismemberment
- Associate Weekly Income
- Associate Long-Term Disability Income
- Associate/Dependent Vision
- Associate/Dependent Extended Health Care (including International Emergency Assistance)

Laid-Off Regular Full-Time Associates Working as Part-Time Associates

- Associate Life Insurance
- Associate Accidental Death & Dismemberment
- Associate/Dependent Vision
- Associate/Dependent Extended Health Care (including International Emergency Assistance)

Payment of premiums

- i) The premiums for Associate Life Insurance and Associate Accidental Death & Dismemberment are fully paid by the Company.
- ii) Effective January 1, 2024, the premiums for Associate/Dependent Vision Care, Associate/Dependent Extended Health Care and Associate/Dependent Dental plan will be cost-shared at a rate of 40% associate paid and 60% employer paid for those eligible associates.
- iii) Associate Long-Term Disability Income premiums are fully paid by the associate.
- iv) Effective January 1, 2024, the Employer will pay 100% of the weekly indemnity premium.

Summary of Coverage

- 1. (a) Associate Life Insurance/Associate Accidental Death & Dismemberment: \$35,000
- (b) Dependent Life Insurance Spouse: \$5,000 Child: \$2,000

- 2. Associate Weekly Indemnity

70% of the associate's weekly pay, based on forty (40) times the associate's straight time hourly rate maximum duration of twenty-six (26) weeks benefits payable only where Workers' Compensation or other government benefits are not available benefits not payable for loss of

time caused by pregnancy of female associates maximum weekly benefit of \$600 for each associate.

Effective January 1, 2024, the weekly indemnity benefit rate will increase to 70% of weekly earnings up to the Employment Insurance maximum per week.

3. Associate Long-Term Disability

60% of regular straight time hourly rate multiplied by 2080 and divided by 12 up to a maximum monthly payment of \$1500 benefit to age 65 for accident and sickness elimination period of twenty-six (26) weeks.

Effective January 1, 2024, 60% of regular straight time hourly rate multiplied by 2080 and divided by 12 up to a maximum monthly payment of \$1600 benefit to age 65 for accident and sickness elimination period of twenty-six (26) weeks.

LETTER OF UNDERSTANDING #1

May 1, 2023
(Renewed for the life of this agreement)

Mr. George Leaman
Business Agent
BCTGM Local 406

Dear George:

The Company agrees that if it opens a new facility within Albert, Westmorland or Kent Counties during the life of this Collective Agreement, that it will recognize the BCTGM Local 406 as the collective bargaining agent for the associates in that facility.

Yours truly,

Lesley Baker
Human Relations Advisor

LETTER OF UNDERSTANDING #2

May 1, 2023

Mr. George Leaman
Business Agent
BCTGM Local 406
Moncton, NB

Dear George:

Supervisors will only perform bargaining unit work in non-emergency situations after the following measures have been taken:

1. Call all non-scheduled associates with the exception of those associates who are scheduled off for the purposes of vacation, sick day or approved day off.
2. Ask associates that are currently working if they are willing to stay beyond 2 hours of overtime. Associates must provide a firm answer within 15 minutes.
3. Supervisors will exhaust the call-in-list.
4. Management will communicate to the associates the reason why we will not be able to meet our shipping requirements.
5. All regularly scheduled shift associates complete the 8th hour of work before management can come on to the floor.

Yours truly,

Lesley Baker
Human Relations Advisor

LETTER OF UNDERSTANDING #3

May 1, 2023

Mr. George Leaman
Business Agent
BCTGM Local 406
Moncton, NB

Dear George:

Associates shall be permitted to select their preferred shifts and task by seniority. The associate shall remain on their selected shift for a period of six months unless their shift is changed to meet business requirements by one hour either way, at which time they shall have the opportunity to re-select their preferred shift.

Furthermore, when the associate selects their preferred shift they do so with the understanding that they are selecting the task which is assigned to that shift. The associate shall perform the task assigned until the task is complete.

The intention of this practice is to recognize the seniority of our associates in the selection of shifts and tasks unless a situation arises which is beyond the control of the employer, whereas, this practice may need to be temporarily suspended in order to the meet business requirements.

Yours truly,

Lesley Baker
Human Relations Advisor

LETTER OF UNDERSTANDING #4

May 1, 2023

Mr. George Leaman
Business Agent
BCTGM Local 406
Moncton, NB

Dear George:

This letter is confirmation that all collective bargaining provisions and arrangements will apply to our Associates performing bargaining unit work at the Commerce Street, Moncton, New Brunswick location.

The Company agrees that this will also apply in the event we move to a new location in the Greater Moncton area.

George, I believe this accurately captures our discussion.

Sincerely,

Doug Rose
Regional Manager, Distribution