

COLLECTIVE AGREEMENT

**BAKERY, CONFECTIONERY, TOBACCO WORKERS and
GRAIN MILLERS INTERNATIONAL UNION, LOCAL 406**

- and -

BONTÉ FOODS LIMITED

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COLLECTIVE AGREEMENT

Between:

Bakery, Confectionery, Tobacco Workers and Grain Millers International Union, Local 406 (the "Union"); and

Bonté Foods Limited (the "Employer")

The parties agree to be bound by the following terms and conditions:

ARTICLE 1 - INTENT AND PURPOSE

1.01

The intent and purpose of this Agreement are to promote and improve industrial and economic relations at Bonté Foods, to establish and maintain a high degree of discipline and efficiency, and to set forth the basic agreements covering rates of pay, hours of work and conditions of employment.

1.02

The parties desire to cooperate in establishing and maintaining proper and suitable conditions at Bonté Foods which will tend to secure equitable terms of employment satisfactory to the Employer and Employees, to provide methods of fair and peaceful adjustments of all disputes which may arise between them and foster goodwill, friendly relations and understanding between the parties.

1.03

The Union recognizes and agrees that the Employer has the right to manage its business, direct the working forces and hire, promote, classify, transfer, demote, lay off, suspend or terminate Employees for just cause, and more specifically:

(a) To maintain order, discipline and efficiency;

(b) To hire, discharge, transfer, promote, classify, demote or discipline Employees, provided that a claim of discriminatory promotion, demotion, shift change or job transfer, or a claim that an Employee has been discharged or disciplined without just cause may be subject of a grievance dealt with as hereinafter provided.

(c) Generally, to manage, control, continue, discontinue in whole or in part, the industrial enterprise in which the Employer is engaged.

ARTICLE 2 - BARGAINING UNIT AND DEFINITIONS

2.01

The Employer recognizes the Union as the sole collective bargaining agent for the Employees of the Employer at Dieppe, New Brunswick, save and except those excluded by the New Brunswick Industrial Relations Act. This Agreement will apply to all Employees in the bargaining unit and the words "Employee" and "Employees" apply to such Employees.

2.02

Definitions: In this Agreement:

- (a) *"Permanent Employee"* means an Employee who has successfully completed the probationary period.
- (b) *"Employee"* means an Employee to whom this Agreement applies under Article 2.01.
- (c) *"Employer"* means Bonté Foods Limited
- (d) Number and gender: In this Agreement, the singular and plural are interchangeable and the masculine includes the feminine.
- (e) *"Overtime"* means hours worked beyond the Employee's regularly scheduled shift, in consideration of the employer agreeing to pay overtime at time and a half of the employee's hourly rate.
- (f) *"Probationary Employee"* means an Employee hired to become a permanent Employee but who has not completed the probationary period.
- (g) The *"probationary training period"* will be three (3) continuous months. During the probationary period, the Employer may terminate an Employee if in the opinion of the Employer, such Employee is not suitable for permanent employment. A probationary period may be extended with mutual agreement between the company and the union.
- (h) *"Union"* means Bakery, Confectionery, Tobacco Workers' and Grain Millers International Union Local 406.
- (i) *"CEO"* means the Chief Executive Officer of the Employer or his or her designate.
- (j) *"Minister"* means the Minister responsible for industrial relations for New Brunswick
- (k) *"HACCP"* means Hazard Analysis Critical Control Points. It is a set of rules and regulations governed by the Canadian Federal Inspection Agency. Its primary objective is to ensure food safety for all products manufactured in Canada and the world.
- (l) *"Public holiday"* means New Year's Day, Canada Day, Labour Day, Christmas Day, Good Friday, New Brunswick Day and Remembrance Day.
- (m) *"Casual Employee"* means any employee who works less than 48 hours per pay period.
- (n) *"Temporary Agency Employee"* is considered an employee employed by the employer after ninety (90) days.
- (o) *"Disciplinary definition"* – Any meeting held between the company and an employee in which an employee is given corrective direction from the company.
- (p) *"BRCS"* means Brand Reputation Compliance Global Standards and is the chosen audit scheme of Bonte Foods under the Global Food Safety Initiative that is required by all retail and foodservice customers.

ARTICLE 3 - MUTUAL RIGHTS AND BENEFITS

3.01

There will be no lockout by the Employer and no strike by the Union during the term of this Agreement.

ARTICLE 4 - UNION RECOGNITION

4.01

Every Employee who is a member of the Union on the date of the execution of this Agreement or upon completion of the probationary period will maintain his or her membership in the Union during the term of the Agreement as a condition of continued employment with the Employer.

4.02

Employees shall provide written authorization, and the Employer shall deduct union dues from all Employees covered by this Agreement. The Union agrees to hold the Employer harmless.

4.03

(a) The Employer agrees to remit the deductions referred to above on or before the 21st day of the month following the month in which such deductions were made. The remittance shall include the names of the Employees, their social insurance numbers (if authorized to do so in writing) and the amounts deducted from each employee.

(b) The Employer may deduct from a remittance any and all amounts due by the Union to the Employer at the time.

4.04

The Employer shall notify the Union office and Chief Steward when any new Employee completes the probation period.

4.05

The Union shall have the right to erect two Union bulletin boards for the posting of Union notices, one in each lunch room at locations agreed to by the Employer. All notices will be submitted to the Manager or his or her designate for approval before posting.

The Company agrees to erect a board in the warehouse area as long as this meets with BRC Standards

4.06

The company agrees that permission for the representative of the Union responsible for the membership covered by this agreement to enter the Company's premises will not be unreasonably withheld, on the understanding that there will be no interference with or interruption of production.

ARTICLE 5 - UNION STEWARDS

5.01

The Union has the right to appoint or elect Stewards based on below, one of whom will be the Chief Steward and one Shop Steward scheduled on the evening shift. The Employer agrees to one (1) alternative Steward to serve as replacements during vacations, sickness, accidents, or authorized leaves. Seventy-five (75) employees or less shall have four (4) Stewards, 76 or greater shall have five (5) Stewards.

5.02

An Employee will not be eligible to act as a Steward until after he has completed the probationary period.

5.03

(a) Stewards may leave their regular duties only for the purpose of handling grievances including time to investigate the grievance and meeting with management at managements request after first receiving permission from their immediate supervisor or his / her designate. Such permission will not be unreasonably withheld and the absence will be without loss of pay.

(b) Up to three (3) union negotiators shall be eligible to attend labor contract negotiations without loss of pay for up to 8 days.

5.04

The Employer will not otherwise pay union representatives while they attend to union business.

5.05

When the union requests an employee attend a meeting at the work place between the company and union the employer will accommodate provided it does not prevent undue hardship and it is done with a minimum of one (1) days notice.

ARTICLE 6 - GRIEVANCE PROCEDURE AND ARBITRATION

6.01

STEP 1:

When an Employee has a grievance, she or he will first discuss it with his or her immediate supervisor within four (4) working days after the circumstances giving rise to the grievance occur, or within seven (7) days of the Employee's return to work, whichever is earlier.

The Employee may be accompanied by a Steward. The supervisor will respond within 48 hours or within 24 hours of his or her first regular working day. No response from the supervisor within 48 hours or 24 hours as the case may be will be deemed to be a rejection of the grievance.

STEP 2:

Failing settlement, the grievance may be put in writing and signed by the Employee or the Steward, giving all particulars of the situation as well as the redress sought, and will be presented to the Human Resource Department within five (5) working days after the supervisor has concluded the discussion in Step 1.

The Human Resource Department will render a decision in writing to the Steward within seven (7) working days after the grievance has been presented to him/her in writing. No response within seven (7) working days will be deemed to be a rejection of the grievance.

STEP 3:

If the written decision of the Human Resource Department is not acceptable to the Employee, or if no decision is rendered within seven (7) working days, the Steward may, within seven (7) working days after receiving the decision, forward a copy of the grievance to the CEO of the Employer or his or her designate, together with a copy of the Human Resource Departments written reply, if any.

Grievances will be deemed unfounded unless the time limits above are respected, unless extended in writing by mutual consent. Time will be of the essence.

The CEO will render a decision in connection with the grievance within seven (7) working days after the grievance has been presented to him in writing. No response from the CEO within seven (7) working days will be deemed to be a rejection of the grievance.

STEP 4:

Either party may within the following fifteen (15) days, refer the matter to arbitration or as an alternative, if both parties agree, the matter may be resolved through mediation.

Employees attending mediation will not be placed under any undue financial hardship in the attempt to resolve the grieved matter.

Where a dispute involving a question of general application or interpretation occurs, the Employer and the Union may agree to bypass Steps 1, 2 and 3 of this Article.

STEP 5:

Arbitration proceedings will commence no later than sixty (60) days after the CEO or his or her designate has rejected the grievance. The Union will give formal written notice of intent to proceed to arbitration.

6.02

Working days in this ARTICLE 6, shall mean those days that the Plant's Administration Office is regularly open.

6.03

Nothing contained herein shall preclude the Company from submitting a grievance with respect to the conduct of the Union or any of its officers, committee- persons or stewards, or with respect to any violation of the terms of this Agreement. Discussion of such grievance shall commence at Step #2 and any such grievance will be filed within seven (7) days of the alleged occurrence.

ARTICLE 7 - ARBITRATION**7.01**

When either party requests that a grievance be submitted to arbitration, it will make such request in writing addressed to the other party, and at the same time will nominate an arbitrator. Within five (5) working days thereafter, the other party will advise whether it agrees with the arbitrator nominated by the other party, or suggest another arbitrator. If the parties are unable to agree within a further period of five (5) days, they will then request the Minister to assist them in selecting an Arbitrator.

7.02

No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance, or who is an Employee of either the Union or the Employer.

7.03

The unsuccessful party will bear the full expenses of the Arbitrator.

7.04

No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.

7.05

The arbitrators are not authorized to make any decision inconsistent with the provisions of this Agreement, nor will they alter, modify or amend any part of its provisions.

ARTICLE 8 - DISCIPLINE AND DISCHARGE OF EMPLOYEES**8.01**

The right to discharge, or otherwise discipline Employees, will remain at the discretion of the Employer, except that there will be no discharge or disciplinary action without just cause. Such action may be subject to the grievance procedure provided that the Employee being disciplined or discharged has completed his or her probationary period.

8.02

Without limiting the generality of the foregoing, cause for discipline will include:

- (a) Failure to follow the Employer's policies
- (b) Intentional breach of HACCP regulations
- (c) Breach of the Code of Conduct.
- (d) Smoking inside the Employer's building;
- (e) Not following Safety procedures put in place by the Occupational Health and Safety Committee
- (f) Removal from the Employer premises, without proper authorization of Employer, materials, products or property, under the care, custody or the control of the Employer.

8.03

The Union recognizes the importance of trust. The Union agrees that any form of deliberate theft of any item or by purposely falsifying records by any employee covered by this agreement shall be grounds for immediate termination. An employee charged with theft shall be suspended without pay pending an investigation of the alleged theft regardless of the value.

8.04

Alcohol and Drugs

(1) The use of alcohol and drugs jeopardizes job safety and performance, as well as the well-being of Employees. Individuals abusing alcohol or drugs can create safety hazards for themselves, co-workers and the general public. Therefore, possession or use of alcohol and illegal drugs when on Employer business or Employer premises is prohibited. This includes:

- (a) Any use, possession, distribution or the offering for sale of illegal drugs, equipment for illegal drug use, or non-prescribed drugs for which a prescription is illegally acquired;
- (b) Any presence in the body of illegal drugs or non-prescribed drugs for which a prescription is legally required;
- (c) Any possession, consumption or presence in the body of alcohol during working hours or on Employer premises.

(2) Employees on medication that could potentially affect their ability to perform job functions in a safe manner must report this to their immediate supervisor.

(3) Employees who appear to be impaired, after proper investigation, will immediately be removed from the workplace. The Employer will offer to provide transportation to the Employee's residence or the nearest point of public transportation.

8.05

Disciplinary action may include the following. The degree of the corrective action shall depend on the seriousness of the problem and the employee's work history.

- (a) Verbal warning of the Employee;
- (b) Written warning;
- (c) Suspension of the Employee with or without pay;
- (d) A demotion resulting in reduction in wages or salary;

- (e) Immediate dismissal for cause; or
- (f) Referral to an approved program for rehabilitation and treatment of alcohol or drug abuse.

8.06

When a discipline of an Employee is involved, the Employee shall be offered a Steward, of his/her choice for representation provided the steward requested is on duty, and that production is not adversely affected and there is no direct conflict of interest. If no steward is available the company shall meet with the employee when a steward is on shift, except in situations where immediate termination is required. The company reserves the right to terminate immediately.

8.07

Whenever an Employee is discharged, the Employer shall without reasonable delay, notify the discharged Employee in writing of his or her discharge and the reason therefore which notice may be delivered to the discharged Employee by hand or mailed to his or her last address on file with the Employer.

8.08

The Employer will pay any discharged Employee all his or her due wages in full within fourteen (14) calendar days, after his or her discharge and after any liability owed by him/her to the Employer has been paid or satisfied.

8.09

A claim by an Employee who has completed his or her probationary period that he or she has been unjustly discharged from his or her employment, will be treated as a special grievance, commencing at STEP 2 of the Grievance Procedure, provided that the discharged person submits his or her grievance within four working days of the discharge.

8.10

An Employee discharged for any reason will be escorted off the Employer's premises immediately and will not return to the property without permission from the Employer.

ARTICLE 9 - SENIORITY

9.01

(a) For the purposes outlined in 9.02, bargaining unit seniority will mean accumulated service with the Employer from the initial date of hire within the bargaining unit.

(b) Once an Employee is hired, she or he will not have any seniority standing with the Employer until she or he has completed the probationary period. Seniority will be calculated from the initial date of hire and shall accumulate while the employee is in the Employer's service.

9.02

(a) For purposes of overtime, the Employer will post a notice requesting volunteers. Seniority by department will apply. If no volunteer is available, the Employer may compel the junior employee, by department, to work the overtime.

(b) The Company Agrees to apply 10.01 (c) to allow those with seniority the opportunity to prove their ability to perform these positions following lay off and recall.

(c) In the case of a temporary lack of work not exceeding 7 days, the senior employee, where possible will be redirected throughout the workforce.

(d) When realigning the workforce, seniority will be the sole governing factor for all general production positions. Casual employees will be last to be realigned.

(e) In the event of a permanent layoff, the employee can exercise his / her right to bump after one (1) week. Casual employees do not have bumping rights for full time positions.

9.03

Loss of Seniority: Seniority and recall rights will be forfeited for the following reasons:

- (a) Dismissal for cause, and not reinstated through the grievance procedure;
- (b) Resignation;
- (c) Failing to return to work within five (5) days after having been notified by his/her supervisor by personal advice or registered mail at last known address, that employment is available, unless a satisfactory explanation is furnished within five (5) calendar days;
- (d) Lay-off for more than twelve (12) continuous months;
- (e) If he or she is absent from work for more than four (4) consecutive working days (verified personal illness and authorized leave of absence excepted) without reason satisfactory to the Employer;
- (f) If he or she is promoted out of the bargaining unit to a full time permanent position, subject to the probationary period;
- (g) Termination of a probationary Employee and not reinstated; or
- (h) Retirement

9.04

Seniority lists showing the seniority dates and classifications of Employees will be posted on the bulletin boards within thirty (30) days after the signing of this Agreement. Such lists will be revised and posted each six (6) months thereafter and a copy sent to the Chief Steward.

9.05

In the event that employees are being sent home before the end of their shift, employees who are scheduled to leave prior to the end of the shift (i.e., casual, accommodated, vacation, etc.) will be sent home first, then senior members will be asked, junior members will be compelled if needed, provided operational requirements are not affected and another operator is available.

ARTICLE 10 - JOB POSTINGS

10.01

All appointments and promotions for positions within this Agreement will be made by the Employer, subject to the following procedures:

- (a) Vacancies, new positions or temporary positions longer than 30 days will be posted on the bulletin boards in the lunchroom and by the central hand scanner in the warehouse for at least seven (7) days before being filled. Such postings will be dated with both the date posted and end date of the posting and include the name of the classification, rate of pay, normal duties and hours of work, and a brief description of the position being posted and will include the qualifications required. Such postings for any permanent position will be made before any public advertising for the position.
- (b) In all cases of filling of regular fulltime vacancies which are required to be posted, the length of continuous service shall be the governing factor (seniority). However, the employee must also have the ability and physical fitness to perform the work, must have successfully passed their probationary period and must have a good work record including attendance, tardiness, and job performance as is described in the applicable job posting.
- (c) The successful Employee will have a one (1) month trial period in the position. However, within that one (1) month period, the Employer may reassign the Employee to his / her previous position if the Employee is incapable or unwilling to perform the job requirements. This may be extended if previous attendance or performance concerns have been noted. During this one (1) month trial period, the employee is ineligible to apply for the other posted positions. The Employee may return to his / her previous position with one (1) week notice. Should the employee choose to return to his / her previous position he / she shall be ineligible to apply for other posted positions for a period of sixty (60) days. The successful applicant will only be able to transition to the newly awarded position once they are replaced in their current position. The company will make every effort to make this time as short as possible but will depend on operational requirements. If the employee is moving to a higher wage classification, only after successful completion of training and is working independently the higher wage will be paid.
- (d) Employees promoted or awarded new positions and failing to qualify at the completion of their trial period will be returned to their former position without loss of seniority, in such former position, after which other applicants responding to the original bulletin will be considered. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his or her former position, without loss of seniority, wage or salary of the previous position.
- (e) A position being filled temporarily for a period of not more than thirty (30) working days, or for reasons of sickness, work overload or vacation may be filled without the necessity of posting and without regard to seniority.

- (f) Any Employee who is absent from the workplace and wishes to be considered for a job posting must notify their manager leave proper contact information.

10.02

The chief steward will be notified in writing whom the successful applicants are as a result of any job posting.

ARTICLE 11 - MISCELLANEOUS PROVISIONS

11.01

Supervisors and other management excluded from the bargaining unit shall not perform work, which is normally done by the bargaining unit employees. Exceptions to this would include: training, product development, experimentation, emergencies, when qualified employees are not available or to assist in meeting order requirements where a shortage is imminent. It being understood that in the event of absenteeism and qualified employees refuse to come in to work on an overtime basis, then supervisors and other management can perform the required work until arrangements can be made.

11.02

It will be the duty of the Employee to notify the office of any change of address and/or telephone number.

11.03

(a) Employees are paid by direct deposit to the financial institution of their choice on a biweekly basis. All required deductions, including Income tax, Canada Pension Plan and Employment Insurance, and all authorized voluntary deductions, will be withheld automatically from their pay. If an Employee notices an error or omission on their pay stub, they will notify the payroll department immediately.

(b) The Employer does not provide advances on pay.

(c) All employees are required to provide the Employer with a void cheque and any other information deemed necessary to make a direct payroll deposit to their account. Failure to provide proper payroll information will result in pay being withheld until the next electronic fund transfer.

(d) Should an error occur in an Employee's pay in excess of ten dollars (\$10.00) at no fault to the Employee, a cheque will be issued to the Employee no later than noon on Friday. Amounts less than ten dollars (\$10.00) will be corrected in the following week.

11.04

Where it is in the interests of safety and health for an Employee to wear protective clothing or equipment, the wearing of this clothing or equipment is a condition of employment.

(a) The Employee will be trained in the proper use and maintenance of this clothing and equipment. Areas of the workplace where the wearing of safety equipment is mandatory are clearly marked.

(b) In the interest of both Health and Safety and Food Safety, all employees entering production areas must wear CSA approved steel toe rubber boots which are to remain at the facility and cannot be worn outside or taken home. The employer will provide all employees with a pair of CSA approved steel toe rubber boots upon hire and will replace as needed annually. If the employee works in a 'non-production' area and steel toe shoes / boots are required, after approval by management, boots can be either purchased by the employee with the cost to be reimbursed by the employer or by the employer directly. An allowance of \$125 annually or \$250 every two years will be used in this instance. In addition if the employee leaves his or her employment for any reason at Bonte Foods Limited prior to 6 months, the company will claw back 50% of the cost of the boots.

i. Allowance is on a need basis only. Employees are responsible for keeping boots clean and in good repair. An authorization must be signed before the replacement boots are purchased.

ii. All Boots and Shoes must be CSA approved.

(c) Where a department requires other protective clothing and equipment, the Employer will supply the required clothing and equipment, except where it is of a personal nature. The required clothing & equipment shall not be unreasonably withheld. If safety glasses are required over the top glasses will be supplied by the employer. The employer shall not be obliged to supply prescription safety glasses.

(d) The Employer reserves the right to send home Employees who do not have adequate protection, without pay.

(e) Shoes/Boots must be left on designated racks.

(f) No borrowing of shoes as this is a health risk.

(g) Old footwear must be disposed of immediately.

11.05

The Company and the Union will agree to a quarterly Labour Management Meeting. They agree to pay members while in attendance. If Matters warrant this could be more frequent. These meetings may be waived with the approval of both parties if there are no major issues. Both parties will contribute to the agenda prior to a meeting.

11.06

The Employer and Union agree that neither they nor any Employee will discriminate against anyone in regards to race, colour, religion, national origin, ancestry, place of origin, physical disability, mental disability, sexual orientation, sex, or for exercising any right under the collective agreement or the Human Rights Act.

11.07

A Health and Safety committee of an equal number of Union and Employer representatives will be established. This committee will meet once a month to discuss and investigate only matters of Health and Safety. The committee will record minutes of its meeting to be posted in a place for all Employees to view. All Employees are required to bring concerns of health and safety to the attention of a health and safety committee member. This will be done through adherence to the Occupational Health and Safety Act of the Province of New Brunswick.

11.08

The Employer will maintain the current practice of providing uniforms. These uniforms must be worn at all times during working hours and must always remain on the property. All uniforms will be cleaned by the Employer. Uniforms will not be worn outside the Employer's building, for HACCP purposes.

11.09

The Employer will meet and discuss any newly created position with the Union.

11.10

The Employer agrees to discuss at Labour-Management Employee financial assistance if they elect to register in courses that are appropriate in advancing the Employee in the employ of the Employer.

11.11

The record of an employee may be used against him/her for a period of up to 1 (one) year for disciplinary action, providing no other instance of disciplinary action in respect to the employee has been recorded during that period, including letters of reprimand or any adverse reports.

11.12

Any medical examination requested by the Employer will be promptly complied with by all Employees, provided, however, that the Employer bear the expense of such examination. The Employer reserves the right to select their own medical examiner or physician. The Employee may be re-examined by his or her chosen examiner or physician, at the Employee's expense. The company will develop an Attendance Management Program and will work with the Union in administering such Attendance Management Program

11.13

The Employer uses a time and attendance tracking system for all Employees where possible and practical. The choice of system is at the discretion of the Employer. The Employer will provide an original access card to each employee at no cost to the employee. The Employee will be charged \$25.00 for cards that are lost or stolen or not returned to the Employer within five (5) days of termination of employment.

11.14

Bargaining unit members who are summoned to serve on a jury will be paid their full regular wages for the normal weekly hours they are required to serve on jury duty, provided they turn over to the Company the payment received from the court for their jury service. The member will be required to report for work on any day they are not required to serve on the jury. These provisions shall also apply to a member who is under subpoena as a crown witness in criminal trial.

11.15

Garnishment of wages - If a court order makes it necessary for an Employee's wage to be garnished, the Employer must comply with this request. Service charges will apply at a cost of \$5.00 per payroll deduction.

11.16

The Employer will maintain current health and dental benefits. If an employee is off for an extended period of more than 2 weeks, arrangements must be made to pay the employee portion of the benefit cost to the employer. If an employee fails to make payment arrangements, benefits may be terminated.

11.17

The company shall develop training procedures throughout the facility to ensure consistent training of employees.

11.18

The Company proposes to incorporate "Bonte Foods Retraining Forms" for the purposes of training and coaching. The Company maintains that these would be used as a statement of fact only and would not be used as a disciplinary measure. The signature of the employee would acknowledge receipt of training/coaching and would not be an assertion of wrongdoing.

11.19

Annual training is a BRCGS requirement and therefore a condition of continued employment. Attendance is mandatory.

11.20

All non WorkSafe NB accommodations will be reviewed with HR every 6 months to determine if the accommodation is still applicable. Further medical documentation may be requested depending on the circumstance. Any cost for medical documentation will be paid for by the Employer. No accommodation will be open-ended.

11.21

Copies of the Collective Agreement in booklet form will be made available for all current and new staff. The cost of this will be shared 50/50 between the company and the union. In future, if a new lunchroom is added for the unionized staff, a sign for the wall with all pages of the collective agreement will be considered. The cost of said sign will be discussed.

ARTICLE 12 - LEAVE OF ABSENCE AND TIME OFF

12.01

Injury – Daily Guarantee: An employee who is injured at work shall suffer no loss of earnings for the balance of hours on the scheduled shift in which the accident occurred. If medically capable he / she must return to work for the balance of the shift. In the event that he / she is not medically capable, that he / she returns on the next scheduled shift immediately following the shift on which the accident occurred. The employee must also present a doctor's note clearly showing they were not capable of returning to work.

12.02

Bereavement Leave:

(a) After a full time employee has completed three (3) months service, the Employer will grant employees the necessary time off of up to five (5) scheduled days with pay at the time of the death of the following relatives of the employee, provided that in no case shall the time off with pay extend two (2) days beyond the day on which the funeral or internment is held: spouse, common-law spouse (of one year or more), child, adopted child, mother, father, step / foster mother or father, brother, sister, stepchild and grandchild.

(b) After a full time Employee has completed three (3) months service, the Employer will grant one (1) day away from work with pay to be used at the discretion of the employee, for the purpose of attending the funeral of a grandfather, grandmother, brother-in-law, sister-in-law, father-in-law or mother-in-law. In-laws in this article mean current, not former, in-laws.

(c) Any other time taken will be without pay.

(d) Pay for bereavement leave is not available for time the Employee would not have worked because of days off, vacation, statutory holidays or a leave of absence.

(e) Requests for bereavement leave should be made to the immediate Supervisor.

12.03

Members of a Union Committee, Stewards and such other Union officers as may be appointed or elected from among Employees of the Employer, shall not leave their regular duties for the purpose of conducting any business on behalf of the Union or Employees without first receiving permission from his or her or her Supervisor or his or her designate. Such permission will not be unreasonably withheld. Employees observing the terms of this section will be paid for the time spent in meetings with the Employer during working hours. This article does not apply to arbitration hearings.

12.04

Upon written application, an Employee who is elected to a permanent office in the union or as a delegate to any Labour activity necessitating a leave of absence will 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 has when he returns to work with the Employer. Not more than one (1) Employee will be granted such leave of absence at one time.

12.05

The Employer may at its discretion grant personal leave upon application of an Employee who is unable to work because he or she is sick or otherwise disabled, or by reason of urgent personal matters, for a period of up to Six (6) months without pay and without loss of accumulated seniority.

12.06

All Shop Stewards (including an alternate) will be entitled to time off without loss of pay and without loss of seniority to attend the Union's Shop Stewards two-day education program held each year which promotes labour-management

12.07

Parental leave will be granted under the provisions of the New Brunswick Employment Standards Act.

12.08

When the union requests time off for union business this time off must be sent to the employer in advance to allow the employer to account for the absence(s). When two (2) days or less are required, one (1) week notice will be given. When more than two (2) days are required, at least two (2) weeks' notice will be given. Provided operational requirements are met, permission will not be unreasonably withheld. The employer shall pay the employee all benefits as time worked for this time. The union shall remit the cost of this time plus a 5% service charge to the employer.

ARTICLE 13 - LUNCH PERIOD AND REST BREAKS**13.01**

Employees are allowed:

- (a) Two (2) twenty (20) minute breaks and a thirty- (30) minute meal period where they work 9 hours or less per shift.
- (b) One (1) twenty (20) minute and one twenty five (25) minute break and a thirty- (30) minute meal period where they work 10.5, 11, 11.5 or 12 hour shifts.

13.02

The breaks are paid for but not the meal period. No other breaks are allowed. The first break shall be provided if an employee works in excess of two and one half (2 ½) hours during the first half of the shift and the second break shall be provided if the employee works the full first half of the shift and two and one half (2 ½) hours during the second half of the shift. All meal periods will be automatically deducted from the Employee's pay whether taken or not, unless authorized. Employees will scan out and in at the beginning and end of the breaks.

13.03

(a) In the event that an employee has committed to work 3 or more hours of overtime, they will be provided a meal coupon after the commencement of the 3rd hour of overtime or 1 hour of regular pay can be added to their next pay. The maximum value of the meal will be one hour's wages at the employee's regular rate. Employees will be granted a paid fifteen (15) minute break at the end of the regular shift before the overtime shift begins.

(b) When the employee is requested to work two and a half (2 ½) but less than three (3) hours past his regular shift he / she shall be paid \$10.00 on their pay.

ARTICLE 14 - SICK LEAVE

14.01

(a) Employees shall, after two thousand (2000) hours of work from their date of hire, be entitled to sick / personal leave accumulated at the following rates:

- 2.5% of hours worked and vacation hours paid for any non-rotational employees
- 2.86% of hours worked and vacation hours paid for any rotational employees

Employees accumulate time during the calendar year to be taken the following calendar year. Payment for Sick/Personal Leave shall be based on the employee's current shift schedule and at a rate of pay at the time of the illness. This accumulator will be shown on the employees pay stubs for tracking purposes.

(b) Current eligible employees at the time of signing of the contract will be entitled to existing Sick Pay hours per the previous collective agreement for the calendar year 2022 while accumulating hours for 2023.

14.02

An Employee requesting a leave of absence under this section shall advise the Employer of the anticipated duration of the leave.

14.03

Any sick hours not used in the Calendar year, the remaining hours will be paid at the employee's regular rate of pay on the following dates:

- 12/16/2022
- 12/15/2023
- 12/13/2024

14.04

The employer has the right to request proof of absence, after five (5) instances, by means of a qualified person, depending upon the situation. Each incidence shall be counted separately.

ARTICLE 15 - HOURS OF WORK AND OVERTIME

15.01

Regular work will consist of either 8.5-to-12-hour shifts, or as determined by the management.

15.02

The work week begins with the evening shift on Sunday.

15.03

The Employer does not guarantee work for the regular weekly hours.

15.04

Employees shifts shall not be modified once the Employee reports for work at the start of the first shift in a week, unless there is a fire, a flood, a strike or any similar circumstances beyond the control of the Employer. The employer has the right to cancel shifts due to unforeseen production changes.

15.05

The Employer will provide two (2) weeks notice for any shift change resulting from market demand. This will not apply to shift changes caused by vacations.

15.06

An Employee temporarily required to perform work in a lower rated classification for the convenience of the Employer and not as the result of lack of work, will continue to receive his or her existing rate of pay.

15.07

An Employee required to perform work in a higher rated classification will receive the higher rate for all hours worked in that classification

15.08

When an employee is required to work overtime beyond his/her regular shift, the Employee will be asked to do so at least two hours prior to the expiration of the regular shift. Employees will be granted time if needed to make arrangements for childcare / drives. This will not apply to Maintenance employees. If not enough employees agree to work the required overtime, then the company will designate in reverse order of seniority a sufficient number of employees to complete the work. Overtime shall be voluntary after one extra day per rotation. At no time will an employee be compelled to work more than a total of sixteen (16) hours. This clause shall include all break time calculated in the sixteen (16) hours.

15.09

Timecards must reflect all hours worked. Each Employee **must scan upon:**

- (a) Reporting to work
- (b) Leaving for lunch or breaks

- (c) Returning from lunch or breaks
- (d) At the end of each shift
- (e) Only time scanned for shall be paid. Scanning another Employee's timecard is strictly forbidden and will be cause for dismissal.
- (f) Some departments require payroll summaries be filled out properly and attached to the timecards for payroll purposes. All hours worked must be recorded and separated into the different departments worked (if applicable). Each day must have the initials of the supervisor/manager of that department to verify the hours worked.
- (g) Employees need to scan in in sufficient time to walk to their workstation as all hourly employees are required to be at their stations ready to begin work at the beginning of their shift, or will be subject to disciplinary action.

15.10

- (a) When an employee is called back to work after he or she has left the premises for the day, he/she shall receive no less than 3 hours pay at the employee's rate.
- (b) Any employee who worked his/her last scheduled working day previous and who has not been notified to remain away from work and who reports to work in the customary manner only to find no work available shall, at the company's option, either be given three (3) hours of other work at his / her regular hourly rate or to be paid the equivalent of three (3) hours of work. However, this shall not apply if a shutdown occurs caused by reasons beyond the control of the company. It is further understood that an employee that is discharged or suspended for cause shall have no claim under this section.

15.11

In consideration of the Union agreeing to the definition of overtime, overtime shall be paid at time and a half of the employee's hourly rate.

15.12

The Employer shall make available in a central area, a weekly overtime sheet to be signed by employees who desire to work overtime. Employees wishing to work overtime will be required to sign the overtime sheet before the end of the week for the week following. In this instance, a week runs Monday thru Sunday, like the pay week. The employer will use this as a list to call from when Overtime is required. All calls will be made based on seniority in the department to only employees on the list. Once this list is exhausted, the Employer shall do as needed to complete the work.

From time to time, an overtime sheet may be posted for shifts that are known in advance. In this situation, the employer shall post in a central area, an overtime sheet to be signed by employees who desire to work the specific overtime shift. Employees wishing to work overtime will be required to sign the overtime sheet before the deadline stated on the overtime sheet. Overtime if required will be assigned in accordance with the signed overtime sheet and employees will be scheduled to work based on plant seniority within the department provided the employee has the ability to perform the required work.

The employer may compel the junior employee, by department to work the overtime.

In the event that an employee signs, up for overtime and fails to show up for the overtime shift, it will be considered a no show, no call and can be subject to disciplinary procedures

15.13

Once an Employee's Sick/Personal days are exhausted, where an Overtime shift is worked and the same employee calls in sick during the same rotation, the Overtime shift would be paid at the employee's regular rate of pay.

15.14

If a maintenance employee in the union (Class E, I or J) is asked to be on call for a weekend, \$150 per weekend will be added to the employees pay for this time. If said employee is called in, but is not reachable and does not come in, this allowance will be forfeited and not paid. This allowance is on top of overtime pay for time worked on call ins.

ARTICLE 16 - PAID HOLIDAYS

16.01

(a) The following days will be considered as paid holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, New Brunswick Day, Labor Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day. If Truth and Reconciliation Day should be recognized as a provincial statutory holiday, the company agrees to consider this day in the above list.

(b) An Employee will not be eligible to be paid for a holiday if the Employee:

- Has been in the employ of the Employer for fewer than ninety days during the previous twelve calendar months immediately preceding a public holiday.
- Without reasonable cause fails to work his or her scheduled regular day of work preceding or following a public holiday. The employer may request valid proof of said reasonable cause.
- Has agreed to work on a public holiday and, without reasonable cause, fails to report for and perform the work.

16.02

If an Employee is requested to work on a public holiday, the Employee will be paid time-and-one-half at his or her regular rate of pay for the numbers of hours worked and allowed to either take a day off at a future time mutually agreed upon between the Employee and his or her supervisor or elect to receive full pay for the holiday.

16.03

Back-up operators who work the scheduled day before and the scheduled day after a public holiday in an operator position will be paid for the holiday at the operator's rate of pay.

16.04

Eligible casual employees shall receive 8% of employees total wages, excluding overtime, for the four (4) week period immediately proceeding the holiday.

ARTICLE 17 - PAID VACATION**17.01**

(a) Vacation pay will be accrued to an individual account for each Employee for future use based on earnings (excluding bonuses) using the following rates for continuous service and the following vacation entitlement:

Seniority in years	Vacation entitlement	% of earnings to be paid
Up to 5	2 weeks	4%
5 to 10	3 weeks	6%
10 to 15	4 weeks	8%
15 to 20	5 weeks	10%
Over 20 years	6 weeks	12%

- (b) Each Employee must fill out a request form for vacation days, in writing, at least two (2) weeks in advance, otherwise the request can be denied.
- (c) Vacation schedules will be finalized by March 31st of each year.
- (d) The first two (2) weeks of vacation shall be scheduled by seniority and any remaining weeks shall be scheduled by seniority once all other employees entitled to vacation have had their first two (2) weeks of vacation scheduled.
- (e) Vacations may be confirmed to be taken prior to March 31st subject to approval of the Department Head. Vacations confirmed to be taken prior to March 31st may only be changed by mutual agreement of the Employee and the Department Head.
- (f) Vacations are to be booked in weekly periods until all members are able to book two full weeks vacation after which by availability and seniority may take single days for their remaining weeks.
- (g) There shall be a maximum of one (1) Employees per shift per 7 employees for departments with greater than 20 employees and 1 employee off on vacation per 6 employees for departments with less than 20 employees.
- (h) Employees may be granted a one-day vacation provided notice of one (1) week is given to the Employer and operational requirements are not affected.
- (i) All Employees should take vacation, however employees may elect to receive pay in lieu of vacation.
- (j) The Employer determines when the plant operations allow employees to take vacation. The Employer will schedule vacations by each individual department. The considerations

for scheduling shall be in order of the requirements of the plant, seniority, and the individual selections of the employees.

- (k) In the event that an employee bids or transfer from one department, line or area to another after the vacation schedule has been set, such employee may not receive their vacation on the dates previously scheduled in their former department, line or area. Such employee will have a vacation preference subject to availability based on the new department, line, or area's existing schedule for the particular vacation year, and only after the employee becomes permanent in the new department, line or area. If an employee returns to their previously held position within thirty (30) calendar days, they shall retain their previous vacation schedule.
- (l) In the event that an employee requests more than their allotment of annual vacation entitled, no guarantees are given that this request shall be granted. Operational requirements shall dictate the ability to accommodate. If a request is denied and an employee chooses to still take the time, he/she will be determined to have abandoned their job and automatically terminated.

17.02

An Employee who leaves the service of the Employer for any reason will be paid vacation pay to which he or she is entitled.

17.03

If a paid holiday, as set out in Article 16.00 falls during an Employees' vacation, the Employee will be allowed an extra day off to be taken at a time agreeable to the Employer and Employee.

ARTICLE 18 – CLASSIFICATION D.1

18.01

The company agrees that a position of *All Around Person* within a department shall be considered a promotion and that such a position will be posted within the department. All around persons shall be paid class D.1 wages. In addition to providing washroom relief and assistance in keeping the production lines running, when practical, they will be responsible for assisting with changeovers, line paperwork, metal detector checks and other duties as required.

Management will decide when a Class D.1 is required in the department. Management shall make the final decision whether applicants under Class D.1 are suitable to the position.

Any employee who is unsuccessful at any position in Class D.1 will lose rights to apply for this position for one year.

ARTICLE 19 - WAGE RATES

19.01 Salary Scale for All Unionized Employees

Salary scale for all unionized employees uses the following classifications:

- Class A: *General Production – RTE General Production*
- Class C: *General Production – Raw General Production and Sanitation*
- Class D: *Assistant Supervisors, Lead Hands/Machine Operators, Warehouse*
- Class D.1: *Smokehouse Operators, All Around Persons*
- Class E: *Maintenance – Unlicensed*
- Class F: *1st level tradesperson*
- Class G: *2nd level tradesperson*
- Class H: *3rd level tradesperson*
- Class I: *Licensed Tradesperson*
- Class J: *Dual License Tradesperson*

The company agrees that the list of lead hands / operators will include the following:

Raw Department:

Lead Hands*: Beef Grind Line, Pork Grind Line

Operator*: Bowl Cutter, Hobart Mixer, Cone Stuffer, Loaf Stuffer, Pepperoni Stuffer, Meat Cutting/Trimming, Cone Bandsaw, Tumbler Batching, SP Meat/Brisket Batching

RTE Department:

Lead Hands*: PMD Department

Operator*: RE20 Operator, RE25 Operator

**Lead Hands/Operator duties to include setup and teardown of equipment, associated paperwork and execution of production schedule for that line/department*

Salaries will be adjusted on the following pay dates:

- 01/24/2025
- 01/23/2026
- 01/22/2027

Wage Grid – Minimum Rates

Class	Current Rate	Y1 Rate	Y2 Rate	Y3 Rate
A	\$ 18.20	\$ 19.00	\$ 19.65	\$ 20.35
A Probation	\$ 17.70	\$ 18.50	\$ 19.15	\$ 19.85
C	\$ 18.45	\$ 19.25	\$ 19.90	\$ 20.60
C Probation	\$ 17.95	\$ 18.75	\$ 19.40	\$ 20.10
D	\$ 20.20	\$ 21.00	\$ 21.65	\$ 22.35
D1	\$ 21.20	\$ 22.00	\$ 22.65	\$ 23.35
E	\$ 24.50	\$ 25.30	\$ 25.95	\$ 26.65
I	\$ 27.80	\$ 28.60	\$ 29.25	\$ 29.95
J	\$ 31.50	\$ 32.30	\$ 32.95	\$ 33.65
C Night	\$ 18.95	\$ 19.75	\$ 20.40	\$ 21.10
C Night Probation	\$ 18.45	\$ 19.25	\$ 19.90	\$ 20.60
D1 Night	\$ 21.70	\$ 22.50	\$ 23.15	\$ 23.85

All employees that are above the Wage Grid above will receive the following increases:

2025 - \$0.80

2026 - \$0.65

2027 - \$0.70

19.02

Discretionary Profit Sharing – The employer has had a profit sharing program in the past. The Union acknowledges that:

- (a) Profit Sharing is a discretionary program
- (b) The employer is under no obligation to pay profit sharing to the employees
- (c) Should the employer pay profit sharing to the employees, such payment shall not constitute a precedent.
- (d) The employer cannot be compelled to produce its or any financial documents to justify its profit sharing payment, or its non payment of profit sharing.
- (e) The Profit Sharing program may be changed or cancelled by the employer at any time.

19.03

There will be a shift premium of \$.50/ hr for employees working any shifts that starts from 4:00 pm and on

19.04

Employees chosen to work as a Trainer will be selected on the basis of skills and ability. In the event that two or more applicants have the necessary skills and ability, the applicant with the greater length of continuous service with the Employer shall be selected for the position. Employees who work as a Trainer will be paid a premium of \$1.00 (One dollar) per hour for all hours spent in **approved / employer requested** training. It is recognized that training and the direction of said training resides with the employer.

ARTICLE 20 - TERM OF AGREEMENT

20.01

This agreement, which supersedes all previous agreements, written, expressed or implied shall continue in effect from and including the 1st day of January 2025 up to and including the 31st day of December 2027 and from year to year thereafter, calculated from January 1st in any year unless either party notifies the other in writing between 90 and 30 days prior to the expiration date (December 31st, 2027) that it desires to amend or terminate this agreement. Such notice shall include particulars of any changes sought by the party giving notice.

Signed by the Parties on December 13, 2024, at Dieppe, New Brunswick

**Bakery, Confectionery, Tobacco Workers
and Grain Millers International
Union, Local 406**



George Leaman, Business Agent

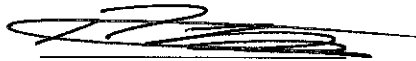

Neil Doucette, Chief Shop Steward



Jesse Landry, Committee Member


Craig Allen, Committee Member

Bonté Foods Limited


Barbara Ann, O'Brien, President


Robert Higgins, VP Operations


Shelley Reardon, HR Manager