

COLLECTIVE AGREEMENT

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

- and -

BONTÉ FOODS LIMITED

??? to December 31, 2022

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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 condition

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" as described in the certification order dated April 23, 2004, means employees who are not regularly scheduled to work 24 hours per week or less.
- (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.

ARTICLE 3 - MUTUAL RIGHTS AND BENEFITS

3.02 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 alternate stewards to serve as replacements during vacations, sickness, accidents or authorized leaves. 75 employees or less shall have 4 stewards, 76 -100 employees shall have 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.

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.

(e) In the event of a permanent layoff, the employee can exercise his / her right to bump after one (1) week.

- 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, senior members will be asked first, junior members will be compelled if needed.

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 for at least seven (7) days before being filled. Such postings will 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) The Company agrees to apply 10.01 (c) to allow those with seniority the opportunity to prove their ability to perform these posted jobs. The employer would require in return that the employee would not apply for another posted position for 60 days (two months) if they choose to return to their former position within this period.
- (c) The successful Employee will have one (1) month trial period in the position. However, within that month, the Employer may reassign the Employee to his previous position if the Employee is incapable or unwilling to perform the job requirements. During this one month trial period the employee is ineligible to apply for other posted positions, as well the employee may return to his 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.

- (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, or when qualified people are not available. It being understood that in the event of absenteeism and qualified employees refuse to come in 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) If the Employee is required to wear safety shoes or safety boots, the Employee will be reimbursed up to \$100.00 once per year on or before December 31st by the employer for the purchase of approved safety shoes or boots. Receipts must be provided for reimbursement. The company will consider combining 2 years, \$200.00 to allow the employee to purchase a better pair of work boots or shoe, however if the boot/ shoe shows signs of excessive, the employee will be requested to purchase at their own expense a new pair of boots / shoes, in the interest of Health & Safety. In addition if the employee leaves his or her employment at Bonte Foods Limited prior to the two year mark, the company will claw back the portion of the boot allowance provided
- i. Allowance is on a need basis only. An authorization must be signed before the shoes are purchased.
 - ii. Boots and Shoes must be CSA approved.
 - iii. Employees are only eligible after their probation period, but will be reimbursed upon successful completion of their probation.
 - iv. If the shoes or boots are purchased by the Employer for the benefit of the Employee, amounts in excess of the allowance will be deducted from the Employees next pay.

- (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 maybe 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 When an Employee is required to serve as a juror or as a witness, the Employee will be allowed leave without pay. The employee must notify the Employer as soon as possible.

- 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 add vision care to its Health and Dental Plan, which the employer and the employee will cost share 50/50
- 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.

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 five (5) days away from work with pay to be used at the discretion of the employee, for the purpose of attending the funeral of a spouse, live-in partner (of one year or more), child, adopted child, father or mother, step / foster mother or father. This Bereavement Leave is to be used within 4 months
- (b) After a full time Employee has completed three (3) months service, the Employer will grant three (3) days away from work with pay to be used at the discretion of the employee, for the purpose of attending the funeral of a guardian, brother or sister, or step brother or sister or grandchild. This Bereavement Leave is to be used within 4 months
- (c) 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. This Bereavement Leave is to be used within 4 months
- (d) Any other time taken will be without pay.
- (e) 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.

(f) 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 Shop Stewards 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 relations.

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

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)** When an Employee is requested to work three (3) hours or more beyond his or her regular shift he or she will be supplied with a meal as soon as possible after the completion of the regular shift. Where the Employer is required to provide a meal, a paid fifteen (15) minute break for consumption of said meal will be granted.
- (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** Employees shall, after two thousand (2000) hours of work is accumulated from their date of hire, be entitled to Sick / Personal leave with pay per calendar year. Payment for Sick / Personal Leave shall be based on the employees current shift schedule and at rate of pay at the time of the illness. The company will pay up to 44 hrs of sick leave per year.
- 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** On the payday closest to December 15 of each year, employees still in the employ of the Employer and still on the payroll on the date of payout will be paid any unused days.
- 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 or her regular shift, the Employee will be asked to do so at least two hours prior to the expiration of his or her shift. 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 48 hours. At no time will an employee be compelled to work more than a total of sixteen (16) hrs. This clause shall include all break time calculated in the (sixteen hours16)

15.09(1) Time cards 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

(2) Only time scanned for shall be paid. Scanning another Employee's time card is strictly forbidden and will be cause for dismissal.

(3) Some departments require payroll summaries be filled out properly and attached to the time cards 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.

(4) 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.

15.10 (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 Overtime Process: The company shall post in a central area, an 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 deadline stated on the overtime sheet. Overtime if required will be assigned in accordance to the signed overtime sheet and employees will be scheduled to work based on plant seniority within the department provided the employee has signed the overtime sheet and 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

- 16.01 a)** The following days will be considered as paid holidays:
New Year's Day, Good Friday, Victoria Day, Canada Day, New Brunswick Day,
Labor Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day

And any other public holiday proclaimed by the government of New Brunswick

- b)** An Employee will not be eligible to be paid for a holiday if the Employee:
- i.** Has been in the employ of the Employer for fewer than ninety days during the previous twelve calendar months immediately preceding a public holiday;
 - ii.** 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.
 - iii.** 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.

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) Applications for vacations from Employees filed prior to April 30 of each year, shall be placed on a vacation roster showing the period of vacation.
- (d) Applicants shall be given preference in order of seniority, and shall be given preference to applicants who do not apply prior to April 30.
- (e) Vacations may be confirmed to be taken prior to April 30 subject to approval of the Department Head. Vacations confirmed to be taken prior to April 30th may only be changed by mutual agreement of the Employee and the Department Head.
- (f) The Employer will permit Employees to take vacations in increments of single days or consecutive weeks, dependant on market demands.
- (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.

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 - WAGE RATES

18.01 Salary Scale for All Unionized Employees

- (a) Class A: General Production – RTE Meat Plant
- (b) Class C: Warehouse, Raw Meat Plant, Sanitation
- (c) Class D: Assistant Supervisor's, Smokehouse Cooks, Lead Hands / Machine Operators
- (d) Class E: Maintenance - unlicensed
- (e) Class F: 1st level tradesperson
- (f) Class G: 2nd level tradesperson
- (g) Class H: 3rd level tradesperson
- (h) Class I: Licenced Tradesperson
- (i) Class J: Dual License

Introductory wage to be increased to \$12.50/hr (\$13.00/hr after probationary period) for Class A and \$13.00/hr (\$13.50/hr after probationary period) for Class C. Any current employees below these rates would be increased to these rates.

Increases As Follows:

Upon Ratification November 21, 2016: 0.50/hr

First full pay January, 2018: 0.50/hr

First full pay January, 2019: 0.50/hr

First full pay January, 2020: 0.60/hr

First full pay January, 2021: 0.50/hr

Should the province increase the Minimum Wage during the life of this agreement, the first minimum wage increase only shall be reflected in the wage scale of all bargaining Unit Members.

18.02 Salaries will be adjusted as of the first full pay after December 31 of each year.

18.03 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.

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

~~**18.05** An employee who joins the company prior to January 1st of any year shall receive a pro-rated increase based on the number of months employed.~~

18.05 The Company will canvass employees for interest in becoming a Trainer. 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.

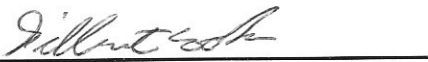
ARTICLE 19 - TERM OF AGREEMENT

19.01 This agreement, which supersedes all previous agreements, written, expressed or implied shall continue in effect from and including the 18th day of November, 2016 to and including the 31st day of December 2021, and from year to year thereafter, calculated from January 1 in any year unless either party notifies the other in writing within 90 days prior to the expiration

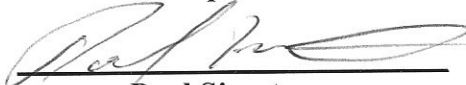
date (December 31, 2021) that it desires to amend or terminate this agreement. Such notice shall include particulars of any changes sought by the party giving notice

Signed by the Parties on November 21, 2016, at Dieppe, New Brunswick.

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



**Gilbert Cook
Chief Shop Steward**



**Paul Sivret
Shop Steward**



**Kenny Thompson, BCTGMIU
Agent/President**

Bonté Foods Limited



**Barbara Ann O'Brien
Executive Vice President**



**Robert Higgins
Vice President of Operations**