

COLLECTIVE AGREEMENT

BETWEEN:

CANADA BREAD COMPANY LIMITED

Transport, Thrift, and Utility Associates in Moncton, Fredericton, and Saint John, New Brunswick
(hereinafter referred to as "the Company")

- and -

BAKERY, CONFECTIONERY & TOBACCO
WORKERS' INTERNATIONAL UNION, LOCAL 406
(hereinafter referred to as "the Union")

Effective: September 26, 2018

Expiry: September 25, 2024

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Article 1 - RECOGNITION:

- 1.01 The Company recognizes the Union as the sole bargaining agent for all merchandising, thrift, transport associates, and utility drivers working out of the Moncton, Fredericton, and Saint John depots/thrift stores, save and except supervisors, temporary associates hired for vacation relief and those excluded by the Industrial Relations Act

Article 2 - RELATIONSHIP:

- 2.01 There will be no discrimination, interference, restraint or coercion exercised or practised by the Company or by any of its representatives with respect to any associate because of the associates's membership in, or connection with the Union.
- 2.02 There will be no intimidation, interference, restraint or coercion exercised or practised upon associates of the Company by the Union, or by any of its members or representatives. There will be no solicitation for membership, collection of dues or other Union activities on the premises of the Company or during an associate's working hours, except with the consent of the Company.

Article 3 - DEDUCTION OF UNION DUES:

- 3.01 a) Each associate who has completed sixty (60) days of work and those who subsequently complete sixty (60) days of work shall be required to authorize the deduction of the regular weekly Union dues from pay. The company shall attach completed new membership form with the union remittance and send to the financial secretary. Weekly amounts so deducted will be forwarded to the Union by the 15th day of each month.
- (b) The Company will insert the amount of Union dues on each associate's T4 slip.
- 3.02 The Union will save the Company harmless from any and all claims which may be made by associates against the Company for amounts deducted from pay as herein provided.

Article 4 - STRIKES AND LOCKOUTS:

- 4.01 During the term of this Agreement, the Company shall not lock out its associates, nor shall the Union or any of its members or officers call, direct or participate in any strike or work stoppage, nor shall any associate participate in such action.
- 4.02 In the event of any strike or work stoppage occurring which is in violation of this Agreement or the Industrial Relations Act, the Union and its officers, stewards or other representatives will immediately instruct associates involved to cease and desist and return to their work.

Article 5 - MANAGEMENT RIGHTS:

- 5.01 Except where abridged by the terms of this Agreement, the management of the Company's operations and the selection and direction of its associates shall be vested solely with the Company.
- 5.02 The Company may, at its discretion, make and enforce rules and regulations governing sales procedures and practices, and the conduct of its associates. Where applicable, such rules shall not conflict with the terms of this Agreement.

Article 6 - UNION COMMITTEE:

- 6.01 The Union shall have the right to appoint or elect a Committee of two (2) associates.
- 6.02 The Union shall further have the right to appoint or otherwise select a steward to represent associates.
- 6.03 An associate will not be eligible to act on the Committee or as a steward until after the associate has completed the probationary period.
- 6.04 A member of the Union Committee, a steward, and any Union Officer who may be appointed or elected from among associates of the Company, will not leave regular duties for the purpose of conducting any business on behalf of the Union or associates without first receiving permission from the Supervisor. Such permission will not be unreasonably withheld.
- 6.05 The employer shall pay for two (2) associates up to eight (8) days for negotiation purposes.

Article 7 - GRIEVANCE PROCEDURE:

- 7.01 Associates having a grievance alleging a violation of this Collective Agreement they wish to bring to the attention of the Company shall not take the matter up as a written grievance until after they have discussed it with their supervisor and two (2) working days have elapsed from the time of such discussion.
- 7.02 **Step #1:** Where associates have complied with the terms of 7.01 above and have not received a satisfactory reply to their grievance, they shall state such grievance in writing, date it and sign it and, within four (4) working days after the expiry of the two (2) days set out in 7.01 above, shall submit it to the Functional Manager. The associates may do this alone or they may request the steward to accompany them. After such discussion and consideration as it is necessary, the Functional Manager will reply, such reply to be given not later than four (4) working days after receipt of the written grievance.
- 7.03 **Step #2:** If the reply of the Functional Manager is not satisfactory to the associate involved, the grievance shall, within four (4) working days after the date of the Functional Manager's reply, be referred to the Functional Director or designate. Within a further ten (10) working

days the Functional Director and/or such other persons as may be designated by the Company, will meet with the Union Committee to discuss the grievance. At this meeting a full-time representative of the Union will be present if the representative's presence is requested by either party. A written reply will be given within five (5) working days after this meeting has been held.

- 7.04 Any of the time allowances provided in 7.01, 7.02 and 7.03 above may be extended by mutual agreement.
- 7.05 Any grievance which is not settled to the satisfaction of the associate involved may be referred to arbitration by either the Union or the Company within ten (10) days after the date of the reply at Step #2. Should this ten (10) day time limit not be complied with, then the matter shall be deemed non-arbitrable and the parties agree that any arbitrator is without jurisdiction to hear the matter.
- 7.06 The Company may refuse any grievance, the alleged circumstances of which occurred more than twenty (20) working days before it was referred to the Supervisor. When such grievance is refused by the Company, then such matter is deemed settled and is non-arbitrable.
- 7.07 Where the time limits set out herein are not observed by the Union or its representatives or associates, the grievance will be considered as dropped. Where the Company fails to observe the time limits for any associate's grievance it will automatically be advanced to the next step.
- 7.08 As used in this Article and in Articles 7, 8 and 9, the term "working days" shall not include Sundays, Paid Holidays, or the regular day off for associates.

Article 8 - ARBITRATION:

- 8.01 (a) When either party requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time shall nominate an arbitrator. Within five (5) working days thereafter, the other party shall appoint an arbitrator. The two arbitrators shall attempt to select a Chair, and, if they are unable to do so within a period of five (5) days, they will then request the Minister of Labour for the Province of New Brunswick to assist them in selecting a Chair.

(b) Should either party fail to name their representative on the said Board within the prescribed time, the other party may apply to the Minister of Labour who shall appoint the said member to act on behalf of that party.
- 8.02 No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance, or who is an associate of either the Union or the Company.
- 8.03 Each of the parties will bear the expenses of the arbitrator appointed by it, and the parties will jointly bear the expenses of the Chair of the Arbitration Board.

- 8.04 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.
- 8.05 Neither the arbitrators nor the Arbitration Board will be authorized to make any decision inconsistent with the provisions of this Agreement, nor will they alter, modify or amend any part of its provisions or deal with any matter not contained in the said Agreement. A majority decision will be final and binding upon the Company and the Union, but if no majority decision is given, the decision of the Chair shall be final and binding.
- 8.06 In any proceedings before an Arbitration Board, either party shall have the right to call any necessary witnesses.
- 8.07 A Board of Arbitration shall be authorized to determine the arbitrability of any matter referred to arbitration.
- 8.08 The parties in any specific matter may mutually agree on a sole arbitrator.

Article 9 - DISCHARGE CASES:

- 9.01 A claim by an associate who has completed the probationary period that the associate has been unjustly discharged from employment, will be treated as a special grievance, commencing at Step # 2 of the grievance procedure, provided the discharged person submits the grievance within four (4) working days after the discharge occurs.
- 9.02 Such special grievances may be settled by confirming the discharge or by reinstating the discharged person with full compensation for time lost, and full seniority rights, or by any other arrangement which is just and equitable in the opinion of the conferring parties, or an Arbitration Board.
- 9.03 An associate discharged without notice will be permitted to talk with a steward for a reasonable time before leaving the premises, provided the steward is readily available.

Article 10 - COMPANY GRIEVANCES:

- 10.01 The Company may submit a written grievance against the Union or any of its officers with respect to any violation of the terms hereof. Such grievance shall be submitted within ten (10) working days of the occurrence and discussion, if any, shall be held between the Union and the Regional Director or designate prior to arbitration being invoked.

Article 11 - SENIORITY:

- 11.01 A new associate will be on probation and will not have any seniority standing with the Company until after the associate has completed sixty (60) days of work within a six (6) month period. The associate's seniority will then date back the sixty (60) working days. During an associate's probationary period the associate shall be considered as being employed on a trial basis and may be terminated at the discretion of the Company. At no time during the probationary period shall the company be required to establish just cause.
- 11.02 In all cases of layoff due to lack of work, or recall to work following layoff, seniority will be the governing factor provided there is equality of skill, ability and experience amongst the associates.
- 11.03 Associates will lose their seniority standing:
- a) If they voluntarily leave the service of the Company. An associate shall be deemed to have quit when the associate notifies any person in the supervisory ranks. An associate shall have the right to withdraw notice no later than 4:00 p.m. on the second working day immediately following the day during which notice was given. Should the notice not be withdrawn within this period, the resignation is agreed by the parties to be final and not subject to arbitral review;
 - (b) If they are discharged and not reinstated through the grievance procedure;
 - (c) If they are absent from work (verified personal illness and authorized leave of absence excepted) without a reason satisfactory to the Company;
 - (d) If they are laid off for a period of twelve (12) consecutive months;
 - (e) Associates who are laid off will be given the opportunity to perform any casual work for which they are qualified.
- 11.04 Associates being recalled to work following layoff shall signify their intention to return within three (3) working days after the notice of recall has been sent out, and shall return within a further three (3) working days or forfeit their right to employment. Recall to work following layoff shall, where possible, be made by telephone confirmed in writing with proof of delivery.
- 11.05 Seniority lists showing the seniority dates of associates 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, with a copy provided to the Chief Steward and the Union office.
- 11.06 a) A unionized member who has been promoted from the bargaining unit and who is returned by the Company to said bargaining unit shall, if returned within one (1) year from the date of promotion, retain full accumulated seniority. If returned after one (1) year has elapsed, then seniority shall be limited to that accumulated at the time of promotion plus one (1) year.

b) These provisions shall also be applicable to a union member who accepts a full-time position with the BCTGM and/or Local 406.

Article 12 - JOB VACANCIES:

- 12.01 Whenever a position becomes vacant, the Company will post a notice on the bulletin board for seven (7) working days outlining the available job opportunity. During this period, associates who have completed the probationary period of employment may make application for the position. It will be the responsibility of each associate to check the bulletin board for available job opportunities.
- 12.02 The applicant with the greatest amount of seniority will be assigned to the position provided that, consistent with 12.01 above, the applicant has the required skill, ability and experience to perform the work to the satisfaction of the Company.
- 12.03 If none of those applying has the necessary requirements set out in 12.02 above, the Company may fill the vacancy from any other source.
- 12.04 An associate who is transferred as a result of an application for a posted vacancy will not be permitted to apply again for eight (8) months.
- 12.05 Only the original vacancy, and the subsequent vacancy, will be posted. Any further vacancies resulting therefrom will not be posted.
- 12.06 Temporary Postings – In the event an associate is absent from the workplace due to illness or accident and it is known such absence will exceed eight (8) weeks; the Company will post the vacancy on a temporary basis to allow those who have completed the probationary period to apply. Assignment to the position will be in accordance with Article 12.03. The successful applicant shall remain in the position until the absent associate returns to work. There shall be no further postings resulting from a posting under this section, and when the absent associate returns to work, the successful applicant shall revert to their former position.

Article 13 - LEAVE OF ABSENCE:

- 13.01 Leave of absence without pay and without loss of seniority will be granted to two (2) associate at a time, to attend Union business functions, provided the Company is notified two (2) weeks in advance and further provided the associate can be spared from work. The total accumulation of such leave shall not exceed ten (10) working days in any twelve (12) month period for each associate. However, the Company may, at its own discretion, extend the period of days set out above and allow the number of associates to be increased by one (1).

- 13.02 Any affected associate who has completed the probationary period will be compensated for their scheduled hours that fall within the bereavement period. The bereavement period allows up to five (5) days leave of absence with pay in the event of the death of the associate's father, mother, child, and spouse. Three (3) days will be granted in the event of the death of a: sister, brother, father-in-law or mother-in-law, to attend the mourning and the funeral. In the event of the death of an associate's grandparent, brother-in-law, sister-in-law the associate will be allowed one (1) day with pay to attend the funeral. Only that portion of the five (5), three (3) days, or one (1) day that would otherwise have been time worked will be paid.
- 13.03 Associates who have completed the probationary period and are summoned to serve on a jury will be paid the difference between their regular wages and the fee received for jury service for all regular scheduled hours, provided the associate reports for work on any scheduled days the associate is not required to sit as a juror or remain in the courtroom and they provide the Company with a receipt indicating the amount of the jury payment.
- 13.04 a) A personal leave without pay and without loss of seniority may be granted to any associate.
- b) Union Leave shall be granted to one (1) associate who is elected or hired to a full time position, of a duration of six (6) months or longer with the BCTGM Local 406 and shall maintain his/her seniority for a one (1) year period.
- 13.05 The Company will contribute three hundred and sixty dollars (\$360.00) per year towards the education of the Union Steward in the area of Labour Management Relations and Safety. In addition the Company will pay one (1) Union Stewards for a maximum of up to two (2) days pay if working days. This contribution will be paid if an associate attends the training.

Article 14 - BULLETIN BOARDS:

- 14.01 The Company shall erect, in each location, a Bulletin Board for the purpose of posting notices of Union meetings or functions. All notices to be posted will be submitted to the Functional Manager for approval before posting.

Article 15 - GENERAL WORKING CONDITIONS:

- 15.01 An associate shall not be permitted to work for any major competitor while the associate is in the employ of the Company.
- 15.02 A formal first warning will become void after a period of 18 months provided that no further additional disciplinary action has taken place. All further letters of discipline following the formal first warning will become void after a period of 24 months provided that no further additional disciplinary action has taken place.
- 15.03 Associates will be given as much notice as possible of a change in their regularly scheduled day off.

Article 16 – LABOUR MANAGEMENT COMMITTEE

- 16.01 The Company and the Union agree to establish a labour/management committee that will meet at least once per quarter at the request of either party, per location, to discuss matters of general interest to both parties. This committee is not intended to replace the grievance procedure and grievance matters shall be dealt with through the appropriate process. The Union shall appoint three (3) members, one (1) from each location, with the Company appointing an equal number of Members from each location.

Article 17 - UNIFORMS:

- 17.01 Thrift associates shall continue to be provided with shirts as specified by the Company.
- 17.02 The Company will pay up to a total of One Hundred and Thirty Five Dollars (\$135.00) once each twelve (12) month period toward the purchase of CSA approved safety footwear for all associates with 1 year of service. All associates shall be required to wear such footwear at all times when at work. Should an associate's employment be terminated for any reason within six (6) months after obtaining a new pair of safety footwear the associate shall be required to reimburse the Company in the amount of fifty percent (50%) of the amount paid by the Company. An associate claiming payment under terms hereof shall be required to submit (1) receipted invoice to the Company.

Article 18 - OVERTIME

- 18.01 All hourly rated associates who are required to work more than forty (40) hours in a week shall be paid time and one half the hourly rate for all hours worked in excess of forty (40).
- 18.02 Full shift overtime will be offered by department by seniority. All other overtime will be provided by seniority where the associate qualifies.

Article 19 - RATES OF PAY, ETC.:

- 19.01 The Company agrees to pay call-in pay in accordance with statutory requirements.
- 19.02 Part time associates with more than five (5) years' service will be entitled to sick pay according to the following scale:

2 years' service- 1 scheduled shift per year
3 years' service- 2 scheduled shift per year
4 years' service- 3 scheduled shift per year
5 years' service- 4 scheduled shift per year

The associate will receive pay for the amount of hours they were scheduled for the missed shift.

19.03 Classification and Wage Rates

| Classification | Sept-26 2018 | Sept-29 2019 | Sept-27 2020 | Sept -26 2021 | Sept- 25 2022 | Sept-24 2023 |
|----------------|-----------------|-----------------|-----------------|------------------|------------------|-----------------|
| Thrift clerk | 12.55 | 12.80 | 13.05 | 13.30 | 13.60 | 13.95 |

- 19.04 Associates who are working in a position with a higher classification will receive the higher rate of pay when working in that classification only. The home rate shall remain unchanged.

Article 20 - RECOGNIZED HOLIDAYS:

- 20.01 The following days, or days celebrated by the Company in lieu thereof shall be recognized as holidays:

| | |
|-------------------|-------------------------|
| New Year's Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| Canada Day | Christmas Day |
| New Brunswick Day | Day after Christmas Day |
| | Family Day |

- 20.02 To be eligible to receive payment for a holiday or day designated in lieu thereof, an associate shall be required to work the last scheduled shift preceding the holiday, on the holiday shift itself, and the first scheduled shift succeeding such day. Exceptions to this will be made when an associate is absent on any or all of the said shifts only because of verified personal illness, death in the associate's immediate family, or if the associate has been given permission by the Functional Manager, or designate, to be absent.
- 20.03 Pay for a holiday shall be at the associate's regular rate multiplied by the associate's average scheduled hours in the previous thirty (30) days.
- 20.04 If a holiday as set out in 22.01 herein falls during an associate's vacation, the associate will be paid holiday pay as per 22.02 herein to compensate for the holiday, or the associate will be granted a day off with pay, the scheduling of which shall be arranged with the Functional Manager, or designate.
- 20.05 Payment for statutory holidays shall be made only to associates who are actively working and payment does not apply to associates who are on layoff.
- 20.06 If during the life of this agreement, the province of New Brunswick legislates any new statutory holidays, they shall be added to the list of "recognized holidays" outlined in article 21.01 above.

Article 21 - VACATIONS:

- 21.01 An associate who leaves the service of the Company for any reason other than discharge for cause, shall receive the vacation pay to which the associate is entitled.
- 21.02 Vacations will, where practicable, be granted on the basis of seniority, provided the Company is able to maintain a qualified work force to meet its responsibilities to customers.
- 21.03 No associate shall be permitted to take more than two (2) weeks' vacation at a time. The third, fourth and fifth weeks, where applicable, shall be taken at a time convenient to the Company. However, if an associate wishes to take all of the associate's vacation between November 1st and March 15th, the associate will be permitted to take three (3), four (4) or five (5) weeks consecutively according to the associate's entitlement, provided there is a replacement.
- 21.04 The period during which vacations will be granted shall extend from January 1st to December 31st.

Article 22 - SEVERANCE PAY:

- 22.01 In the event an associate has employment terminated as a direct result of the closing of the plant or a department thereof, severance pay will be paid as follows:
- | | |
|---|------------|
| (a) Twenty five years or more of continuous service | - 17 weeks |
| (b) Twenty to Twenty five years of continuous service | - 13 weeks |
| (c) Fifteen to Twenty years of continuous service | - 10 weeks |
| (d) Ten to Fifteen years of continuous service | - 7 week. |
| (e) Five to Ten years of continuous service | - 5 weeks |

No associate will qualify for severance pay if the associate is able to exercise seniority rights within their respective location, or if the closing results from fire, flood, strike or any other circumstance beyond the control of the Company. In the event the only available position(s) in the affected associate's respective location is in a lower classification, the associate will have the option to accept the lower rated position or receive severance pay.

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

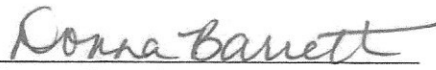
A terminating associate qualifying for severance pay under the terms of this Article who may also become entitled to severance pay in lieu of notice under Government legislation, will receive either the severance pay provided herein, or the severance pay provided by legislation, whichever is greater,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


Article 23 - DURATION:

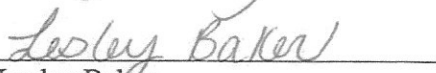
- 23.01 This Agreement, which supersedes all previous Agreements, written, expressed or implied, shall continue in effect from and including the 26th day of September, 2018 to and including the 25th day of September, 2024. Notice of termination or amendment shall only be given during a period of ninety (90) days to thirty (30) days immediately preceding the 25th day of September, 2024, or any succeeding anniversary date.

SIGNED AT MONCTON, NEW BRUNSWICK, THIS 10th DAY OF December 2018.


FOR THE COMPANY



Donna Barrett


Kelly Tilley


Lesley Baker

FOR THE UNION


Kerry Thompson


David LeBlanc


Holly Rogers

Appendix A - Pension Letter

March 21, 2003

Mark Robar
BCTGM 406

Dear Mr. Robar,

The Company agrees that:

1. (a) The Company Pension Plan has been amended to permit Unreduced Early Retirement as per the following schedule:

| <u>Years of Continuous Service</u> | <u>Unreduced Pension Age</u> |
|--|--------------------------------------|
| 35 | 60 |
| 34 | 61 |
| 33 | 62 |
| 32 | 63 |
| 31 | 64 |

(b) Effective January 1, 2003, the Benefit Rate for contributions after this date has been increased to 43%.

(c) Effective January 1, 2004, the Benefit Rate for contributions after this date will increase to 45%.

(d) Effective January 1, 2005, the Benefit Rate for contributions after this date will increase to 47%.

Once the decision is received on the BCT pension plan, currently under litigation in Quebec, the parties will meet to discuss the decision and how it may impact on the future direction of the pension plan.

2. It will have a representative(s) attend an annual "Benefits" meeting with various Bakery, Confectionery and Tobacco Workers International Union representatives.
3. The amount of Life Insurance and Accidental Death and Dismemberment will be \$24,000.
4. The maximum amount for frames, lenses and the fitting of prescription glasses, including contact lenses, and the repair of prescription glasses, shall be \$200.

Yours truly,

Robyn Thompson
Director, Human Resources

Appendix B

Mark Robar
BCTGM 406

Dear Mr. Robar,

The Union and Company agree that:

1. Benefits provision of the Collective Agreement applies only to Full-time associates.

Signed at Moncton, N.B., this 30th day of April 2009

For the Company

For the Union

Eryn Whitehead
Human Resources Manager

Mark Robar
Business Agent

Appendix C

Mark Robar
BCTGM Local 406

Int the event that the Company reverses its decision and reverts back to a company driver, merchandising, or drop ship system, the Company and the Union agree to abide by the terms of the closure agreement signed by both parties on June 8, 2008.

Should the employer revert back to "company" transport/line haul, the BCTGM Union Local 406 shall be the representative of these employees.

Yours truly,

Eryn Whitehead
Manager Human Resources

The Company agreed to append the following articles which refer to the Collective Agreement that expired on September 25, 2018:

Appendix D – Transportation Associates

The following provisions shall be applicable to the transportation group only.

Mileage -The Company agrees to pay a mileage rate of 2.3 cents per kilometer.

OT Meal allowance -The Company agrees to continue to provide overtime meal allowances of \$15.00 after 10 hours as per current practice of adding it to an associate's pay.

Medical exams/licence fees - The Company agrees to pay the cost for drivers licence fees and medical exams.

Vacation Relief -For the purposes of vacation relief transportation associates shall be given first opportunity to replace other transportation associates provided they make their intentions known to the supervisor and the operation can accommodate the request without any disruption to the business.

Lead Hand Rate- Associates acting in a lead hand capacity will be paid an additional \$1.25 per hour, when performing lead hand work.

Banking of Overtime

1. The option of taking time off in lieu of pay is open to full-time associates only: overtime does not include a paid holiday but only the portion paid at time and one-half (1 1/2) the straight time hourly rate when the holiday is worked.
2. Each associate must choose between receiving pay and receiving time off. This will occur twice a year (January 1st and July 1st). The supervisor will speak to each associate to determine the associate's choice. At no time can the total hours banked exceed 120 hours (80 hours at time and one-half (1 1/2)).
3. Time off in lieu of pay for overtime can only be taken in multiples of eight (8) hours (10 hours for those who work 10 hour shifts) at a time.
4. Vacation scheduling will take precedence over banked overtime and time off in lieu of pay for overtime will be approved based on operational requirements.
5. Time off in lieu of pay for overtime must be scheduled not less than one (1) week in advance and mutually agreed upon with the Supervisor. It cannot be taken on short notice and cannot be used in lieu of taking sick days.
6. An associate wishing to withdraw from banking overtime may do so providing he/she gives one (1) weeks' notice. Time already banked cannot be cashed and he/she may not return to banking overtime for the remainder of that overtime year.

Overloads

The letter resulting from the mediation of September 2007 to be adopted which states "Overloads are considered to be the work of the transportation group and as such overloads will be completed by transportation associates. If there are not transport associates able to take the overload we will then offer the overload to any qualified shipping associate based on seniority. It will be at the discretion of the Company which overloads are offered to shipping associates, based on the destination of the overload and the amount of hours worked by the associate. This will be done in accordance of regulations of the New Brunswick Occupational Health and Safety Act."

For the Company

Eryn Whitehead
Human Resources Manager

For the Union

Mark Robar
Business Agent

Appendix E - Article 15 – General Working Conditions – Article 15.01

- 15.01 All associates driving Company vehicles will immediately report defects in operating equipment to the Company on forms supplied by the Company.

Appendix F – Article 15 – General Working Conditions – Article 15.02

- 15.02 In the event any associate violates traffic regulations while operating one of the Company's vehicles, the associate shall be required to pay any fines resulting therefrom.

Appendix G – Article 15 – General Working Conditions – Article 15.03

- 15.03 The Company shall meet once each calendar month with two (2) associate representatives to discuss matters relating to safety.

Appendix H – Article 17 – Uniforms – Article 17.01 (a)

- 17.01 a) For transportation associates the current practice of using a pre-authorized voucher to purchase uniforms shall continue.

Appendix I – Article 17 – Uniforms – Article 17.01 (c)

- 17.01 c) The Company will pay up to a total of \$150.00 to Utility Drivers once every three (3) year period to put toward the purchase of a winter jacket. An associate claiming payment under terms hereof shall be required to submit (1) receipted invoice to the Company.

Appendix J - Article 18 – Work Week – Article 18.01

- 18.01 The normal workweek shall consist of four (4) or five (5) days.

Article K – Article 20 – Rates of Pay, Etc. – Article 20.02 (a), (b), (c), (d), (e), (f)

- 20.02 Each FT employee who has completed six months of work shall be entitled to four (4) days sick leave with pay for each full calendar year worked. Such paid sick leave shall only apply to the first, second and third days of absence due to illness and in no event will any sick leave pay be paid while weekly indemnity is being paid under the group insurance plan.
- a) If the four (4) days are not used by an employee during the calendar year, the employee shall, at the end of the applicable year, be paid for the unused portion based on the applicable daily rate set out above.
 - b) Where an employee, as outlined above, completes six (6) months of work in a calendar year the amount of sick pay allowed to the employee's credit should be based on a

proportionate amount of the four (4) days remaining until the end of the calendar year. Where an employee's employment is terminated during a calendar year for any reason, such employee shall have no claim to any payment of the unused portion of the sick leave.

- c) The Company agrees to pay the full premiums for the Weekly Indemnity and Health Care coverage for Full-time employees only with the exception of those covered under Appendix A. Weekly Indemnity shall be payable for a maximum of 26 weeks, as follows: 11 weeks WI and 15 weeks EI. The WI benefit rate will be 70% of weekly earnings to a maximum of \$450.00 per week.
- d) The Company agrees to pay for License renewal, Driver's abstract and Air break license as required for the position for transport employees and utility drivers.
- e) Any problems regarding a rejected claim by the Insurer shall first be addressed by the employee to the Company.
- f) The Company will post a benefit overview once a year.

Appendix L - Article 20 – Rates of Pay, Etc. – Article 20.03 (a), (b)

a) Classification and Wage Rates

| Classification | Sept-29 2013 | Sept-28 2014 | Sept -27 2015 | Sept- 25 2016 | Sept-24 2017 |
|------------------|-----------------|-----------------|------------------|------------------|-----------------|
| Transport driver | 20.32 | 20.77 | 21.22 | 21.67 | 22.16 |
| Utility Driver | 12.80 | 13.15 | 13.50 | 13.85 | 14.25 |

**** In the event the Company should revert back to "company" transport/line haul, the company and union will meet to negotiate wages for this specific group only.**

- b) Full time transport associates who are regularly scheduled for a shift start time later than 9:00pm, but before 3:00am, will receive a shift premium of thirty five (\$0.35) cents for all hours worked between the hours of 9:00pm and 6:00am.

Appendix M - Article 22 – Vacations – Article 22.01

22.01 Vacations with pay will be granted by the Company in accordance with the following:

- (a) One (1) year of continuous service - two (2) weeks
- (b) Five (5) years of continuous service - three (3) weeks
- (c) Ten (10) years of continuous service - four (4) weeks
- (d) Twenty (20) years of continuous service - five (5) weeks

Associates who have attained, or will attain, thirty (30) years of continuous service and who are entitled to five (5) weeks vacation will receive an added vacation payment of Five Hundred and Eighty Four Dollars (\$584.00).

Appendix N - Article 22 – Vacations – Article 22.02

22.02 Weekly and hourly paid associates shall receive their regular weeks pay for each week of vacation.

For hourly and other associates, where less than two hundred and twenty-five (225) days are worked out of two hundred and sixty (260) days (previous full calendar year), the vacation pay shall be based on two percent (2%) of the total of the previous year's earning for each week of vacation entitlement.

Worker's Compensation, Weekly Indemnity, vacations and authorized leaves of absence shall be deemed time worked for application of this Clause.

Appendix O - Article 22 – Vacations – Article 22.07

22.07 Vacation schedules shall be posted by the end of January each year and finalized by the end of February.