

COLLECTIVE LABOUR AGREEMENT

SIGNED THIS 30th DAY OF THE MONTH OF JUNE 2021 .

BETWEEN AGROPUR
SALMON RIVER, R. R. #3
TRURO, NOVA SCOTIA

hereinafter referred to as the Employer;

AND TEAMSTERS LOCAL 927
900 WINDMILL RD
DARTMOUTH, NOVA SCOTIA

hereinafter referred to as the Union;

WITNESSETH that the Employer and the Union hereby mutually agree as follows:

ARTICLE 1 - OBJECTS OF THIS AGREEMENT:

A. The intent and purpose of this Agreement shall be to promote and improve industrial and economic relations in the industry, to establish and maintain a high degree of discipline and efficiency and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment, which will render justice to all.

B. The parties hereto desire to co-operate in establishing and maintaining proper and suitable conditions in the industry which will tend to secure uniform and equitable terms of employment satisfactory to 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 better understanding between the parties.

ARTICLE 2 - BARGAINING UNIT:

A. This Agreement shall apply to the bargaining unit comprising all employees of the Employer, excluding Supervisors, employees of the rank of Foreperson or above salesperson, office staff, quality control staff and those excluded by Section 1, Subsection K (i) and (ii) of the Trade Union Act of Nova Scotia.

B. (1) All full time and unclassified employees who do not have five years of service as of December 31 of the previous year shall be entitled to the provisions of article 12, 20 and 21(E) on the basis of one fifty second (1/52) for each week of active employment. During a period where the employee is not actively working, the company will maintain the benefits in Article 19 to the extent permitted by the policies, provided the employee continues to contribute to the benefit plans.

(2) If an employee has been absent from work for 12 months or longer they will not be eligible for vacation, sick day benefits or Christmas bonus and these benefits will not accumulate during a period of absence in excess of 12 months from the date of original absence. When an employee has returned to work for a period of 60 calendar days they will then be eligible to receive their full benefits.

C. (1) Unclassified employees shall be excluded from Article 13(A). Unclassified positions will not be created to the exclusion of full time bargaining unit positions.

(2) Should an unclassified employee bid on a full time position, he/she will be entitled to the wage appropriate to that classification as well as all other provisions of the Collective Agreement that apply to full time employees hired after January 1, 1998.

(3) Unclassified employees will not be used when qualified full time employees are on lay off.

(4) Unclassified employees will work a maximum of 40 hours, unless there are insufficient volunteers for overtime.

ARTICLE 3 - MUTUAL RIGHTS AND BENEFITS:

A. No employee shall be asked or permitted to make any verbal or written contract, which may limit, alter, modify or conflict with the stipulations of this agreement.

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

ARTICLE 4 - UNION SECURITY:

A. Every employee who is a member of the Union on the date of the execution of this Agreement shall maintain his/her membership in the Union during the term of the Agreement as a condition of continued employment with the Employer.

B. Every employee whose employment commences on or after the date of the execution of this Agreement shall after working their probationary period become a member of the Union and shall maintain his/her membership in the Union during the term of this Agreement as a condition of continued employment with the Employer.

C. Every employee who is not a member of the Union on the date of the execution of this Agreement, except for those employees excluded in Article 2(a), shall authorize the Employer in writing to deduct from his/her pay each month and remit to the Union an amount equivalent to monthly dues as a condition of continued employment and such authorization shall be irrevocable during the term of this Agreement.

D. The Employer agrees to deduct the Union initiation fee from the first pay of each employee who becomes a new member immediately following the expiration of thirty working days of employment.

E. The Employer agrees to deduct the monthly Union dues and/or assessments in the amount of twenty dollars (\$20.00) or any other amount designated by the Union, from the first pay each month of all employees included in the bargaining unit, upon presentation by the Union of the duly signed official check-off authorization.

F. Should an employee be absent on vacation or due to illness at the time his/her initiation, dues and/or assessment should be deducted, said deduction shall be made from the first full pay he/she receives following his/her return to work.

G. The Employer agrees to remit the amounts deducted in conformity with Sections "C", "D", "E", above to the Treasurer of the Union before the twentieth (20th) of the month following said deductions by cheque made payable to the Union.

H. The Employer shall notify the Union and the appropriate Shop Steward when any new employee is hired.

ARTICLE 5 - UNION REPRESENTATION:

A. The Employer acknowledges the right of the Union to appoint or elect a shop steward for the employees, and if the operations are such as cannot be handled by one steward only, additional stewards may be appointed or elected.

B. The Employer agrees to recognize the Grievance Committee referred to hereinafter.

C. The Union agrees to advise the Employer in writing of the names of the shop steward(s) and members of the Grievance Committee and of any subsequent change in the names thereof.

D. The shop stewards(s) shall be covered by super-seniority in the case of a permanent reduction of work in their department and shall, therefore, be the last to be dismissed for lack of work.

E. The Union Representative shall with the permission of the Employer be permitted to enter the Employer's premises on Union business provided he/she does not unduly interfere with the operations or progress of the work. The Company shall not unduly refuse a union representative entry to the premises.

F. The shop steward shall be allowed the necessary time off with pay to investigate and settle grievances on the premises. A shop steward on an authorized day off shall receive his/her normal rate of pay for all time spent at a meeting with management, in connection with the Second Step of the Grievance Procedure.

G. A shop steward shall be an employee of the Employer. There shall be no discrimination against a shop steward for Union activities.

H. The Company will recognize a Union Negotiating Committee limited to four (4) employee members and will pay these employees at regular time for wages lost during direct bargaining sessions, up to a maximum of one hundred and sixty hours for the committee. Time spent in negotiation meetings will be considered work performed for the purpose of calculating over time.

ARTICLE 6 - GRIEVANCE PROCEDURE:

A. (1) The parties to this Agreement recognize that within the Grievance Procedure there lies the means for resolution of differences of interpretation or violation or alleged violation of any one of the stipulations of this Agreement or working conditions by the Employer or the employees who are covered by this Agreement.

(2) The Union may file a grievance on behalf of all employees or any restricted number of employees or on behalf of an individual employee where the Union believes there has been violation of the Collective Agreement affecting an employee or a group of employees. Such grievance may be filed directly at Step 2 of the grievance procedure.

FIRST STEP:

B. Within 10 working days of the date of the occurrence an attempt must be made between the employee, who may be accompanied by a shop steward, and with the department supervisor or manager to settle the matter verbally. A decision will be rendered within 7 calendar days

SECOND STEP:

C. If this attempt is unsuccessful, the matter shall be considered a grievance provided it is submitted in writing by the shop steward or union representative within five (5) working days of the company's response in step 1.

THIRD STEP:

D. (1) Failing an answer or satisfactory settlement, the grievance shall be submitted in writing to a grievance committee composed of two bargaining unit members chosen by the union and two representatives of management who shall meet within ten (10) business days from when the grievance is delivered and render a decision within two (2) business days.

(2) Meetings of the Grievance Committee shall be held at times suitable to the operation of the business. The company will pay the members of the Grievance Committee their normal (straight time) rate of pay for time spent with management representatives at Third Step grievance meetings. Time spent in grievance meetings will be considered work performed for the purpose of calculating overtime.

FOURTH STEP:

E. Failing an answer or satisfactory settlement, the grievance may within twenty-five (25) business days then be referred to an arbitrator in accordance with Article 7 of this Agreement.

F. Any grievance not submitted within the time limits provided for in steps one, two or three shall automatically expire; however, the time limits may be extended by mutual agreement of both parties.

ARTICLE 7 - ARBITRATION:

A. No matter may be submitted to an Arbitrator unless settlement thereof has been attempted through the Grievance Procedure set forth in Article 6.

B. The Employer and Union shall agree on an arbitrator within ten (10) business days following the notice of Arbitration given by one or the other party.

C. Should either party refuse to agree on an arbitrator, such appointment may be made by final and binding decision of the Nova Scotia Minister of Labour.

D. The decision of the Arbitrator shall be given within fourteen (14) days following his/her appointment and shall be final and binding on both parties. It is understood, however, that the Arbitrator shall not be authorized to make any decision inconsistent with the stipulations of this Agreement except where allowances are made by government regulations or act, nor to delete, alter or modify any part thereof; provided however, the arbitrator may alter any discipline imposed by the Company, including altering a discharge to a suspension if the Arbitrator deems it just.

ARTICLE 8 - SENIORITY:

A. (1) The purpose of seniority is to provide a policy governing promotions, transfers, layoffs, staff reductions, rehiring, vacations and overtime.

(2) Except as provided elsewhere in this agreement, seniority shall operate on a plant wide basis.

(3) Seniority shall apply for overtime and vacations. For the purpose of this clause, the following shall be considered Departments:

- (a) Shipping
- (b) Powder
- (c) Boiler
- (d) Maintenance
- (e) Sanitation

The overtime, within a Department, shall be in accordance with Article 13-D.

B. The seniority of each employee covered by this Agreement shall be established after a probationary period of thirty (30) working days for production and warehouse employees and sixty (60) working days for tradespeople. Upon completion of which seniority shall be calculated from the day the employee was hired; such employee may be dismissed at any time during the above thirty (30) day period without recourse to the grievance procedure. The company may before the end of the thirty (30) day probationary period notify the union of their wish to extend the probationary period for an employee if they have concerns regarding their suitability to the work for which they have been hired. The probationary period may be extended for an additional 15 working day period by mutual agreement between the Company and the Union.

C. An employee's seniority shall be forfeited for the following reasons:

1. if he/she voluntarily resigns;
2. if he/she is discharged for just cause;
3. if he/she has been absent for five (5) working days without notifying the Employer and without reasonable excuse.

D. (1) Inability to work because of proven illness or injury shall not result in the loss of seniority rights for a period not exceeding thirty (30) months. The job shall not be posted until after the expiration of thirty (30) months. If the employee comes back to work within the thirty (30) month-period, he/she shall receive his/her same job. A medical doctor's certificate shall constitute sufficient proof of injury or illness.

(2) Jobs shall not be considered vacant if an employee is absent through sickness, injury or authorized leave. When it is known that an employee will be absent for more than fourteen calendar days (two weeks), the staff in the plant will be canvassed with the vacancy being filled on the basis of seniority, provided the senior applicant and his/her replacement has the ability to perform the job with a maximum of three (3) working days training. Upon completion of the temporary assignment, the employee shall return to his/her former job. Management will not be required to move more than (1) one employee per department as a result of the application of this article.

(3) While working outside his/her classification on such a temporary assignment, the employee is deemed to be in the temporary classification for purposes of overtime and vacation.

(4) When an employee accepts a temporary assignment under Article 8 D, he/she waives his/her right to any previously booked vacation time when there is a conflict.

E. An employee who is laid off shall retain his/her seniority rights for a period of twelve (12) months and if he/she is ill when called back to work shall fall under 'D' of this Article 8. However, if the entire department or entire plant is temporarily closed during this period the twelve month period will be extended by the amount of time the plant or department may have been closed.

F. An employee who is promoted out of the bargaining unit shall retain his/her seniority rights for a period of three (3) months, said period to be included in the seniority rating in case of demotion, voluntary return to the bargaining unit, or abolishment of the position.

G. A seniority-rating list shall be prepared by the employer and furnished to the union, at least once every twelve (12) months. This list will be posted in an appropriate place in the plant.

H. A regular full-time employee, when not on his/her own posted job, shall have preference over non-bargaining unit members and unclassifieds on the starting or finishing hours on a job within the classification and work area to which he/she has been assigned.

I. Bargaining Unit employees, possessing the required qualifications, shall have the opportunity to fill a position with a higher rate of pay before such is assigned to a non bargaining unit employee.

ARTICLE 9 - PROMOTIONS, LAYOFFS, REHIRINGS:

A. In matters of promotions, qualifications and skill being equal and/or sufficient, seniority shall be the governing factor. An appropriate familiarization or training period will be provided. In the area of layoffs and rehiring, seniority shall be applied as per (E) listed below.

B. (1) The employer agrees to post all job openings and vacancies giving senior employees the first opportunity to bid on such jobs, provided they have the necessary qualifications. Job postings shall include the specific position which is available and the current start time (if applicable) for the information of employees who may wish to apply. It is understood that this does not restrict management from, on occasion, assigning the employee to other work as may be required.

(2) Successful job bidders for initial plant job openings shall be given a probationary period of five working days (ten working days in the case of Processors) in which to observe and try the job during this probationary period. The rate of pay shall be 90% of the rate of the job bid for or the employee's current rate, whichever is greater. All successful job bidders shall be notified in writing with a copy to the appropriate shop steward and the union.

(3) During the posting procedure, new bargaining unit employees may be hired to cover available work to maintain staff levels or increase them to the level required. Following the completion of the posting procedure and the completion of their probationary period, they will be placed in the position available at that time.

(4) Special, one time contract jobs which are thought to be temporary in nature will not be posted until they are deemed to be permanent or the completion of two months whichever is earlier. During this period the work may be covered, if necessary, by additional plant labourers hired specifically for this purpose. These additional labourers shall not be permitted to work on any other job within the plant other than that for which they were hired. Management shall inform the union of all such persons hired and the purpose there-for. If a classified or unclassified employee does not apply for the position, the contracted employee will be awarded the position. The contracted employee will have the right to apply to any vacancy that is created as a result of the

new position, provided that a classified or unclassified employee have not bid on the position. Contract employees are not part of the bargaining unit until they are hired into a posted position. If he/she is successful in receiving a posted position the original hire date for that employee will be used for the purposes of Article 8(B).

C. Such job vacancies shall be posted immediately and will remain posted for five (5) working days. Successful bidders will be announced eight (8) working days from date of posting. The initial job opening shall be awarded to the successful bidder within four (4) weeks. Any job posting that is created by the awarding of the original job opening shall be awarded to the successful bidder within a maximum of eight (8) weeks. It is understood that successful bidders for job vacancies shall not be eligible to bid on another job opening for a period of six (6) months.

D. Any employee who feels that he/she has been unjustly dealt with in the above matters may have recourse to the Grievance Procedure set out in Article 6 of this Agreement, for appeal.

E. When there is a permanent reduction of work in a department, the following shall apply:

(1) The junior employee whose work has been eliminated in the department shall be the employee affected, provided the remaining employees have the ability to perform the work remaining. Employees will be provided with the normal training period for the job they are bumping into, as required.

(2) An employee so affected/bumped shall have the right to exercise his/her seniority by bumping the junior employee in any classification in the plant provided he/she has the qualifications to perform the work. Employees will be provided with the normal training period for the job they are bumping into, as required.

(3) An employee so affected/bumped shall have the right to exercise his/her seniority in the above manner. Any employee, who, due to qualifications or seniority is unable to bump into a position, shall receive a layoff notice.

(4) An employee on layoff shall be recalled by seniority as long as he/she has the qualifications to do the work available. A short familiarization period will be provided, if required.

(5) An employee will be reinstated to his/her former position if there is an increase of work within a six (6) month period from the time he/she left the position. The employee will retain his/her rights to the position for an additional six (6) months. Should the employee return to his/her former position on a less than full time basis, he/she shall return to the position he/she originally bumped into when the work assignment has been completed.

F. When there is to be a work shortage temporary day by day, the employer will first determine if work will be rescheduled for another day in the week, if so the employees affected will work on the rescheduled day. If the work will not be rescheduled and there is a reduction in the number of hours available to work that week the senior affected employee will have the option to:

1. accept work assignments of available hours
2. bump the junior employee in any classification of any department on the desired shift that they are qualified to perform on the day of the work shortage.
3. request an absent paid day.

If the employee chooses to bump the junior employee in the classification, the bumped employee must accept any work available that he/she is qualified to perform if such work is available.

ARTICLE 10 - DISCHARGE

A. In all cases involving the discharge of an employee, the Employer must immediately notify the discharged employee, in writing, of his discharge and the reason therefore.

B. Any discharged employee must be paid, in full, all wages owed to him/her by the Employer, including earned vacation pay, if any, as soon as possible from date of discharge and after any legal liability to the Employer has been paid or satisfied.

C. A claim by an employee that he/she has been unjustly discharged from his/her employment shall be considered a grievance to be submitted, in writing, directly to the manager or his/her responsible representative, within ten (10) working days from date of discharge. Consequently, the preliminary step of the Grievance Procedure, Article 6, Section B, of this Agreement shall be eliminated in such cases.

D. When an employee is to be disciplined the employee may, if he/she so wishes, have a shop steward present for a meeting with the employer. If such shop steward is not immediately available, then the employee may have another employee present from the bargaining unit.

E. The reason for a suspension or discharge will be given to the employee in writing in person or by mailing it to the last address on file for the employee. For all issues involving discipline, suspension or discharge a copy of such reasons and a copy of any written warning to an employee will also be sent to the shop steward and the Union.

F. The Company agrees that letters of discipline will be null and void after eighteen (18) months for warning letters and twenty-four (24) months for all other disciplines where the penalty is greater than a warning letter provided:

- (1) There is no repeat of the matter disciplined for
- (2) No violence
- (3) No illegal acts that pertain to Company personnel and/or property

Letters of discipline that involve alcohol or drugs will be null and void after three years provided there is no repeat of the matter disciplined for.

ARTICLE 11 - PAID HOLIDAYS:

A. New Year's Day, Good Friday, the day observed as the Queen's Birthday, Canada Day, Remembrance Day, Thanksgiving Day, Labour Day, Christmas Day, Boxing Day, Civic Holiday and Heritage Day shall be Paid Holidays and all employees who are not required to work shall be paid their regular wages for the day. For the purpose of Article 11, a day will be defined as 8 hours for an employee who is scheduled 5 days (on the week of the holiday) and 10 hours for an employee who is scheduled 4 days.

B1. Any employee absent without leave on his/her scheduled working day preceding or his/her scheduled working day following any of these holidays will not receive the benefit of the provisions of this Article 11.

B2. Any employee not on STD or WCB claim and who is absence due to documented injury or illness satisfactory to the company on the day before or after a paid holiday will be considered absent with authorization and will receive the benefits of the provisions of this article 11.

C1. Should any employee be required to work on any of the above mentioned holidays, the employee shall be remunerated at the rate of double time for the first ~~ten~~ twelve hours worked and triple time for the hours worked in excess of ~~ten~~ twelve hours on such paid holiday, in addition to the holiday pay.

C2. In the case of holiday pay, the employee at his/her discretion may choose to have a day off with pay in lieu of the holiday pay. If a day off is chosen, it must be scheduled within four months unless mutually agreed otherwise between the Employer and Employee.

C3. When a holiday falls on an employee's regular scheduled day of work and the appropriate department is in operation, the senior regular scheduled employee(s) shall have the choice to work the available shift or to allow the shift to be filled by the senior employee on the department overtime list qualified to perform the work. The employee must provide notice of intent not to work the Holiday by the Thursday of the week prior to the Holiday. If the Holiday shift does not coincide with any regular scheduled shifts on that day and span's over more than one regular scheduled shift, it will be offered to the senior employee normally working on that day. For example: there are 2 regular scheduled shifts 8am to 4pm and 4pm to 12 am and the Holiday shift is 10 am to 6pm, this shift will be offered to the senior employee who normally works either of those shifts.

D. The Employer agrees that should a paid holiday occur on an employee's day off, such employee shall be compensated with an additional day's pay or the day off in lieu of the holiday, the choice between the day's pay or the day off to be at the discretion of the employee. If a day off is chosen, such a day off must be scheduled within four months after the holiday in question unless mutually agreed otherwise between the Employer and Employee.

E. Non probationary employees who are laid off ten or less working days prior to a holiday shall be paid for the holiday.

F. Employees under the power engineer classification will receive 12 hours pay for holidays provided that they are normally scheduled for 12 hour shifts. If they work the holiday they will receive double time for all hours worked up to 12 hours and triple time for all hours worked in excess of 12 on the day of a holiday.

ARTICLE 12 - PAID VACATIONS:

A. The vacation year shall be calculated from January 1st to December 31st. Any employee who has not completed one complete year of service by the 1st of January shall be eligible to take vacation accrued to that date.

B. Each employee who has completed one year's continuous service with the Employer shall be entitled to two (2) weeks vacation with pay.

C. Each employee who has completed five (5) years continuous service with the Employer shall be entitled to three (3) weeks vacation with pay.

D. Each employee who has completed ten (10) years continuous service with the Employer shall be entitled to four (4) weeks vacation with pay.

E. Each employee who has completed eighteen (18) years continuous service with the Employer shall be entitled to five (5) weeks vacation with pay.

F. Each employee who has completed twenty-five (25) years continuous service with the Employer shall be entitled to six (6) weeks vacation with pay.

The pay referred to in B-F inclusive for all full time employees shall be the greater of:

(1) The straight time hourly earnings, at the time of vacation, multiplied by the number of hours in the employee's work week for each week of vacation entitlement.

OR

(2) Two percent for each week of vacation entitlement, multiplied by the figure which results from the gross earnings in the previous calendar year being reduced by Christmas bonus.

G. Any employee entitled to such one, two, three, four, five, or six weeks vacation with pay who is discharged, leaves on their own accord, or is laid off due to lack of work prior to taking such vacations shall be compensated at the rate they would have received for such vacation.

H. Should the period of an employee's absence resulting from sickness or accident correspond with their vacation period, the latter shall be delayed until after said employee returns to work, such vacation time shall be taken out at a mutually agreeable time as long as it does not interfere with another employee's vacation.

I. All vacation entitlements will be earned on the anniversary of an employee's date of hire.

J. Employees who wish to take vacation during the period of January 1 and April 31 must submit their requested weeks in December of the previous year. Vacation will be awarded based on seniority and employees must request whether they wish to exercise their first choice of vacation during this period if necessary to maintain their chosen week(s). All employees shall submit their full vacation entitlement to the Employer by April 1st for all remaining vacation, with the most senior person having the first choice, and so on. This list will be approved by management and then posted by April 15th. Vacation must be booked in blocks of one (1) week. Employees who have vacation entitlement in excess of two weeks shall submit their requests prior to April 20th. The list will be approved by management and then posted by April 30th for two weeks. Any protest to vacation dates must be made during these two weeks. Any employee who does not apply for their vacation by April 30th shall not have the right to protest and shall accept vacation assigned to them by the Employer. Employees may reschedule vacation by making written application for the time off using the absence request form provided by their employer.

Nothing contained in this Article shall preclude an employee from having three (3) consecutive weeks vacation, if the third week is available or if employees wish to exchange weeks of vacation, so long as it does not interfere with the operation of the business. Management shall determine if such arrangement would interfere with the operation of the business.

Vacation weeks will be scheduled Monday to Sunday. When a week of vacation is scheduled and an employee is required to work the Sunday prior to the start of their vacation, the following Sunday, if normally scheduled to work, will be considered a vacation day to bring the total vacation hours taken to 40 hours.

Where an employee does not take a full week of vacation, this does not apply.

K. The Employer agrees that should a paid holiday occur during an employee's vacation, such employee shall be compensated with an additional day's pay or a day off in lieu of the holiday, the choice between the day's pay or the day off to be at the discretion of the employee. If a day off is chosen, such day off must be scheduled within four months after the holiday in question unless mutually agreed otherwise between the Employer and employee.

L. Should an employee's vacation be canceled or altered by the Employer, the employee shall be reimbursed for the non-returnable portion of vacation contracts and reservations provided satisfactory proof of such amounts are provided by the employee and that such contracts and reservations are through public carriers and bona fide agencies.

M. Should an employee be called back to work while on his/her scheduled vacation, he/she shall have the option to be compensated at two times his/her regular rate of pay for the time worked or granted double time off at a future mutually agreeable date.

- N. Employees may carry over up to a maximum of one hundred and twenty (120) hours of vacation entitlement to the next vacation year. The vacation must be used before May 30 of the new vacation year. The carried over vacation must be used in a one week block. The scheduling of the current year vacation entitlement will be given priority.
- O. Employees may reschedule vacation by making written application for the time off using the absence request forms provided by their employer or through Kronos absence request application. Agropur will grant vacation time requested based on operational requirements. If more than one request is received for the same day off, it will be granted on a first come first serve basis.

ARTICLE 13 - HOURS OF WORK AND OVERTIME:

A. (1) For the purpose of this Article, the workweek shall run from 12.01 a.m. Monday to 12 midnight Sunday. The normal workweek shall consist of five (5) days in the above seven (7) day period. An employee will not be scheduled or paid for less than a 4 hour shift.

A (2). All work performed in excess of forty (40) hours in that seven (7) day period shall be paid for at time and one-half. Hours paid for vacation (Article 12), personal benefits (Article 20), holidays (Article 11) when paid on the week the holiday occurs, shall be considered as "work performed". Hours paid for these three reasons shall be considered in determining when to pay time and one half for work performed in excess of forty (40) hours in a seven (7) day period or in excess of a normal shift rotation for power engineers.

A (3). All work schedules are to be posted no later than 4:30 pm on Tuesday for the following week. Wednesday if there is a holiday on the Tuesday. Employees will have until 4:30 pm on Thursday to notify their immediate supervisor of any changes they feel are needed to be made to the schedule. These changes are related to scheduling issues such as the assignment of available work and overtime.

A (4). Without employee agreement, weekend work shall not be scheduled for any employee in the Powder Departments for more than two consecutive weekends. Unique shift requirements will not permit this policy to be extended to Boiler and Maintenance.

A (5). Employees will be entitled to use vacation, sick days or time owed to top up their weekly wages to a maximum of 40 hours when exercising their right to a third weekend off.

B. If an employee has worked on a scheduled day off and is subsequently laid off on a regularly scheduled work day that week, he/she shall be paid time and one half for all hours worked on the scheduled day off. The scheduled days referred to above shall mean the days identified as workdays for that week.

C. When an employee is called back to work after he/she has left the Company property, such employee shall be guaranteed a minimum of four (4) hours pay at the applicable rate.

When an employee is called in to cover an "emergency" situation they will be expected to perform the task(s) they were called to do. Additional work may be assigned to the employee while they are in if it is also an emergency. An emergency is defined as work that is unscheduled and can not be postponed to another day as determined by the employer.

This type of "call in" will not be confused with work, which is overtime - for which an employee comes in to work for a specific period of time.

D. (1). If an overtime assignment is expected to be less than 4 hours it will first be assigned to the senior employee on shift who normally performs the work. If there are insufficient qualified volunteers or additional persons are required, the assignment will be assigned as per the steps in article D (2).

(2) Extra work that is scheduled in advance of the work week (scheduled overtime) will first be offered to the most senior volunteer in the department prior to assigning the overtime as per the steps in article D (3).

(3) If an overtime assignment is expected to be more than 4 hours it will be assigned in the following steps:

1st step: The assignment will be offered to the most senior qualified volunteer in the classification on the overtime list.

2nd step: If there are insufficient qualified volunteers the assignment will be offered to the most senior qualified volunteer in the department on the overtime list.

3rd step: If there are still insufficient qualified volunteers the assignment will be offered to the most senior qualified volunteer in the bargaining unit on the overtime list.

4th step: If there are no qualified volunteers for the overtime, the junior employee who is qualified to perform the work will be required to do so.

(4) If an employee signs up on the overtime list but declines the assignment once in the week, he/she will not be eligible to sign up on the overtime list for the next week.

E. An employee may be required to be "on call", in which case, the employee shall receive \$50.00 per day for being on call.

If an employee is on call for one weekend, he/she shall receive \$100.00 for being on call. A weekend shall constitute the period from the end of the last shift worked on Friday, to the start of the first shift worked on Monday.

If the employee is called in to work during the stand-by period, then Article 13 (C) shall apply.

F. Hourly paid plant workers shall receive a shift differential of \$1.00 for each hour worked between 6:00 pm to 6:00 am the next morning and will be paid in quarter hour increments.

All employees will have their shift differential paid at a rate of \$1.00 per hour for all hours worked if their shift time starts between 11 pm and 3:59 am.

G. Employees who are assigned to work eight (8) hour shifts will be provided with a total of 30 minutes for breaks per day. Employees who are assigned to work ten (10) or twelve (12) hour shifts will be provided with a total of 40 minutes for breaks per day. Break periods will be taken according to job demands.

An employee's regular posted shift will not be scheduled to exceed 12 hours. However, an employee may be required from time to time to exceed their scheduled work day as a result of unexpected delays in production. (I.e. equipment breakdowns, slow vats, etc...)

Employees in other Departments shall have breaks as arranged by management to suit their particular needs.

H. Should an employee attend a meeting or training session, which is voluntary prior to or after an employee's regular workday or on their scheduled day off, the employee will be paid their regular wage for the time in attendance. This time will not count toward their 40 hours of work for the purpose of overtime. Should the employee be required (mandatory) to attend a meeting or training session, the employee will be paid their regular wage for the time in attendance. This time will count toward their 40 hours of work for the purpose of overtime.

I. Subject to making their intentions known on their timecard, an employee may elect to defer overtime pay and take the pay at a later time. Such deferred pay shall accumulate as a cash value and be known as banked pay. The maximum cash value an employee is allowed to accumulate is three thousand dollars (\$3,000.00).

Banked pay will be credited at the rate the overtime was earned (e.g. two hours of overtime would equal three times the basic hourly rate in effect at the time.) Banked overtime can be used for booking up to 50 hours off in lieu time in a calendar year. Once lieu time is granted by the employer, it can only be rescheduled with the agreement of the employee. The granting of lieu time is subject to the availability of replacement employees. Vacations will be considered to have priority over lieu time.

At any time an employee can request that banked pay be used to top up their pay in a week, which they are short of hours. It can be taken in part or in whole hours.

An employee can at any time, receive part or all of the cash value of their banked pay on their pay, provided they have worked all scheduled hours in the previous week, upon written request.

Banked overtime may be accumulated up to and including the last day in the pay period of the 2nd full week in December. All accumulated banked pay not taken, will be paid out on the last pay in December. Overtime bank after the 2nd full week in December must be carried forward to the next year.

ARTICLE 14 - WAGES:

A. It is agreed by both parties hereto that the wages, salaries and other conditions outlined in the appendix, shall be paid during the term of this Agreement, in addition to any other applicable clause.

B. The Employer agrees to pay employees on a weekly basis.

C. In the cases where an employee does not receive a weekly pay the employer shall be responsible to reimburse the employee for NSF or other related charges. The employee must provide the employer with proof of said charges.

ARTICLE 15 - UNIFORMS:

A. Upon the presentation of a receipt, the company will pay \$200 plus the full HST shown on receipt per calendar year towards the cost of approved safety footwear appropriate for the type of work being performed and as well as any combination of rubber boots, boot repairs and boot maintenance products including but not limited to waterproofing products, insoles, spare laces and work socks. Such footwear must remain on company property or be used in the performance of company business.

If a new employee is hired on or after July 1st of a calendar year they shall be entitled to 50% of the boot allowance outlined in this Article.

B. The company shall supply annually (free of charge) a sufficient allotment of clothing necessary to perform the job for a full work week. The employer will replace clothing throughout the year as necessary. Management approval shall be required on style, condition and cleanliness of all clothing worn in the plant. The company will supply winter jackets for the use of boiler persons, operator 1 (shipping) and processors. The jackets are to remain on the company property.

ARTICLE 16 - ABSENCES:

A. Union delegates and officers may be absent from work to attend union conventions, but at their own expense, provided that the Employer is given two (2) weeks notice of such absence to make necessary adjustment in schedules, if need be. The maximum time off shall be twelve (12) working days.

B. The Employer agrees to grant all employees covered by this agreement five (5) consecutive calendar days off, commencing from the day after the death, without loss of pay, upon the death of their spouse or common-law spouse; if this relationship had been declared to the Company, child, parent, brother, sister, grandparents, grandchild, father-in-law, mother-in-law or legal guardian. Should the death of one of the above-noted relatives occur during the winter months and the actual burial is planned for the spring period, the employee shall have the option of retaining one day of the five (5) day period to attend the interment. The purpose of this Agreement is to alleviate any loss of pay an employee might incur due to an unforeseen absence related to a death in the family. It is not the purpose or intent of this Agreement to give an employee an automatic five (5) days holiday or entitlement. Should an employee require extra time off for purposes connected with the bereavement, it is agreed that such time off, up to a maximum of seven (7) calendar days, will be granted without pay, provided that such leave has been requested by the employee and granted by the Company. Time off without loss of pay, to a maximum of one (1) workday day, will be granted to attend the funeral of a sister-in-law, brother-in-law and spouses' grandparents.

C. If an employee is injured at work and requires medical attention, and the attending physician advises that he/she may not return to work that day, the Company will pay his/her wages for the remainder of the regular work day or as required by law.

D. Subject to the demands of the business, leave of absence without pay, may be granted by the company on the written request of an employee, provided the reasons stated in the request are sufficient. Employees shall be responsible for the full premiums with respect to the benefits described in Article 19(a) of the agreement, while on a leave of absence. Vacations, sick days and Christmas Bonus entitlement shall be reduced by one fifty-second (1/52nd) for each week of absence. Employees shall not be entitled to the provision of Article 11 while on a leave of absence.

E. An employee who loses time from his/her regularly scheduled work as a result of jury service shall have the difference between the pay received for such jury service and his/her straight time earnings he/she would have received, if it were not for the jury service paid by the company, subject to the following terms:

1. Five days advance notice in writing to his/her foreperson.
2. Proof of jury service satisfactory to the company.

ARTICLE 17 - BULLETIN BOARDS:

A. The Employer agrees to permit posting of any notices of Union meetings or other activities on a bulletin board conspicuously placed and provided for that purpose.

ARTICLE 18 - MEDICAL EXAMINATION:

A. Any medical examination required by the Employer shall be promptly complied with by all employees, provided, however, that the Employer be required to pay all expenses for such examination. The Employer reserves the right to select their own medical examiner or physician, and the Union may, if in its opinion an injustice has been done, cause an employee to be re-examined at the Union's expense by its chosen examiner/physician.

ARTICLE 19 - SECURITY PLAN:

A. The Employer and employees agree to participate in maintaining a Security Plan involving Group Life Insurance, Dependant Life Insurance, Accidental Death and Dismemberment, Medical Benefits, Dental Benefits, Vision Care, Weekly Indemnity and Long Term Disability Benefits. The Employer agrees to discuss the benefits and cost of this Plan with the Union from time to time.

B. Agropur Co-operative will provide a Pension Plan. Membership in the plan will comply with the provisions of the Pension Benefits Act. The Company agrees to have one (1) Union member sit on the Pension Committee. It must be clearly understood that this person must agree to maintain as confidential, all personal information to which he/she may have access. The member will be paid his/her straight time hourly rate for time he/she was in attendance of the meeting and travel time to the meeting.

ARTICLE 20 - PERSONAL BENEFITS:

A. (1) The Company agrees to allow 50 hours with pay, per year in case of sickness.

On or about the last Friday in January of each year, the employer will pay 50 hours pay to any employee who has not been paid for hours off sick under this Article and the difference between 50 hours pay and any hours drawn on account of sickness in the case of all other employees.

B. In order for any employee to receive a sick day for a reason other than illness, they must make a written request, in advance of such day, to the department supervisor. The request will be granted only where, in the opinion of the department supervisor or appropriate manager, the employee's absence will not cause disruption to operations and a suitable replacement can be located.

C. Any employee claiming sickness benefits under this Article may be required to produce a doctor's certificate.

D. It is understood and agreed between the Employer and the Union that a false report of sickness by any employee shall be grounds for discipline, up to and including dismissal of the employee, and any employee so disciplined shall also forfeit to the Employer any amount of sickness benefits otherwise payable to him/her.

ARTICLE 21 - GENERAL:

A. An employee who is temporarily transferred from his/her regular job to another job with a higher rate shall be paid the higher rate for all the time worked provided the time worked is more than two (2) hours in a day on such other job, but an employee who is temporarily transferred from his/her regular job to another job with a lower rate shall continue to receive his/her regular rate for all the time worked on such other job if this is done for management convenience.

B. The Union maintains the privilege to negotiate with the Employer wage rates covering new types of work not established by this Agreement. In such cases, the rates agreed upon shall be effective as of the date the said work goes into effect.

C. Employees shall not be permitted to engage in any other major occupation or business during the course of their employment, which would interfere with their employment at Agropur.

D. The Employer agrees to classify all employees in the bargaining unit and supply a copy of same to the Union.

E. All employees in the bargaining unit shall receive an extra 1/12 of a week's pay for each month of service during which the person has full time permanent employee status terminating December 31st of each year; same to be given to the employee the closest banking day to December 18th each year, provided that the employee has not resigned or been discharged prior to December 31st.

F. An employee shall not be entitled to receive holiday pay, sick day pay or vacation pay during a period in which the employee has a time loss claim for WCB benefits, as per WCB legislation. An employee shall not be entitled to receive holiday pay during a period in which they are receiving STD or LTD benefits. Employees shall not be entitled to pyramid benefits.

ARTICLE 22 – SAFETY COMMITTEE:

26. It is the desire of the Company and the Union to maintain high standards of safety in order to continue to eliminate, insofar as possible, industrial accidents and illness. There is hereby established a safety committee consisting of not less than four (4) members, two of whom shall be management employees and two of whom shall be Union employees.

The Committee will determine their own terms of reference, frequency of meetings and inspection tours, and will post the terms of reference as agreed to between Union and Management.

B. All reports and recommendations and a written statement of the action taken thereon shall be kept by the safety committee as a permanent record and shall at all times be available to any member of the Committee. A written report of Safety Committee Meetings is to be posted.

C. Where an employee alleges that a machine or equipment is unsafe to operate, the employee may ask for an immediate determination of this by his/her Foreperson and be entitled to have a decision within two (2) hours. If the matter is not settled to the employee's satisfaction, the employee shall refer it to the Safety Committee for determination. If the employee is still not satisfied, the employee shall be entitled to file a grievance under the regular grievance procedure.

ARTICLE 23 – SEVERANCE ALLOWANCE:

Each full time employee who ceases to be a full time employee of the company by reason of the permanent closing of a department, by the introduction of labour-saving equipment or a permanent layoff for a reduction in the work force, shall be entitled to one-week severance allowance for each full year of service.

Employees who do not exercise their seniority rights when laid off as per 9 (F) may elect to receive a severance allowance as per the Article, either at the time of the layoff or shall receive it after their recall rights under Article 8 € have expired. Should the laid off employee be the junior employee with no bumping rights under Article 9 (F), they shall be entitled to receive a severance allowance after their recall rights under 8 € have expired.

Upon receiving the severance, the employee shall terminate their seniority and employment relationship with the company and shall have no further rights under this agreement.

ARTICLE 24 – DURATION OF AGREEMENT:

This Agreement shall be in full force and effect from April 28, 2021 to April 24, 2026 and shall automatically renew itself on the anniversary date April 25, 2026. The Agreement shall thereafter automatically renew itself on each anniversary date unless, within the period of two (2) months prior to April 25, 2026 or any subsequent April 25th thereafter, one of the parties hereto notifies the other, in writing, of its intention to revise, amend, or conclude a new wage agreement.

IN WITNESS WHEREOF THE PARTIES HAVE HERETO SIGNED:

FOR THE UNION:

FOR THE COMPANY

CLASSIFICATIONS:	26-Apr-21	25-Apr-22	24-Apr-23	22-Apr-24	21Apr-25	
	2%	2%	2%	2.1%	2.1%	
Power Engineer 3rd Class	30.23	30.84	31.45	32.11	32.79	
Power Engineer 4th Class	27.80	28.35	28.92	29.53	30.15	
The 'Acting Chief' will be paid the power engineer plus \$1.00 for every hour worked while covering for the chief power engineer.						
Journeyman Electrician	30.30	30.91	31.53	32.19	32.87	
Journeyman Industrial Mechanic	30.30	30.91	31.53	32.19	32.87	
Electro Mechanical Specialist	32.09	32.73	33.39	34.09	34.80	
POWDER DEPARTMENT						
Processor	27.09	27.63	28.19	28.78	29.38	
Shipper/Receiver	24.90	25.40	25.90	26.45	27.00	
Bagger	24.58	25.07	25.58	26.11	26.66	
Sanitation Operator	24.58	25.07	25.58	26.11	26.66	
UNCLASSIFIED	(90% of rate while training)					

Apprentice: Level 1

Graduate of N.S. Vocational School or other institution or experience recognized by the Company; and qualified to enter N.S. Dept. of Labour Industrial Mechanics, Stationary Engineer, or Industrial Electrician Apprentices Program

\$3.00 less of Journeyman Rate

Apprentice: Level 2

Graduate of N.S. Vocational School or other institution or experience recognized by the Company; and qualified to enter N.S. Dept. of Labour Industrial Mechanics, Stationary Engineer, or Industrial Electrician Apprentices Program Plus 2000 hours of work experience

\$1.50 less of Journeyman Rate.

Letter of Understanding 1

Maintenance

This letter will confirm the agreement reached at negotiations.

Work normally performed by an Electromechanical Specialist will not be contracted out, if an employee in this classification is laid off and is qualified to perform the work.

FOR THE UNION

FOR THE COMPANY

Date

LETTER OF UNDERSTANDING 2

Union Shop Steward Elections

It would be the practice of every 2 years there will be shop steward elections. This procedure and the timing of it will be totally the responsibility of the union. The present shop steward shall be listed on a posting and interested employees will place their names beside the shop steward they wish to run against. All bargaining unit members will be eligible to vote in the election period. The election will be conducted by the union business agent.

FOR THE UNION

FOR THE COMPANY

date

LETTER OF UNDERSTANDING 3

Maintenance Courses

The following will confirm the understanding reached at negotiations with respect to payment of additional courses for Maintenance personnel.

Employees classified as either Maintenance #1 or #2, or Journeyman Industrial Mechanic who are requested by the Company to enroll in a Basic Stick Welding course, shall receive an additional \$5.00 per week in compensation when they successfully complete the course.

Employees classified as "Journeyman Electrician", who are requested by the Company to enroll in Allen-Bradley PLC Training Level 1, shall receive an additional \$5.00 per week in compensation when they successfully complete the course.

The enrollment costs of these courses shall be paid by the Company when the employee is issued a certificate of successful completion.

FOR THE UNION

FOR THE COMPANY

Date

LETTER OF UNDERSTANDING 4

Vacation Excess

This will confirm our understanding with respect to the scheduling of vacation time in excess of the first two weeks entitlement.

Vacation may be granted at any time subject to the demands of the business and the provisions of the agreement, however, the company will make a sincere effort to grant vacation at times requested by employees. When employees make a request to schedule vacation time, which is in excess of the first two weeks entitlement, the company will attempt to respond to the request as quickly as possible. Due to the variances of the production schedule, it will not always be possible to provide the employee with an answer at the time the request is made.

FOR THE UNION

FOR THE COMPANY

date

LETTER OF UNDERSTANDING 5

Third Weekend off

A classified employee will be scheduled to work, if work is available, between Sunday to Friday every third calendar week which will provide employees with each third weekend off. The company will designate this as the 3rd weekend off. To comply with operational requirements, the company can require the junior employees who are able to perform the job, work the said weekend and the next junior employee until all required positions are filled. This will be on a trial basis with the understanding that if the union has suggestions to enable the third weekend that have not been implemented, that the trial shall continue.

FOR THE UNION

FOR THE COMPANY

Date

LETTER OF UNDERSTANDING 6

Cross Training of Employees

This letter of intent will clarify the expectation of an employee when accepting an assignment to be cross trained in a classified position. This notice will be posted when canvassing employees for the assignment.

The purpose of cross training an employee is to ensure the company has qualified employees to cover available hours in a plant position. A cross trained position will be awarded to the senior volunteer. The employee will be paid the higher rate of the job if they work in the position for more than 2 hours as per Article 21a. When accepting an assignment for cross training, the employee must be prepared to work on the shift that is assigned. The cross trained employee may not object to the assignment if they are the junior qualified employee available to perform the work.

FOR THE UNION

FOR THE COMPANY

Date

LETTER OF UNDERSTANDING 7

Job Postings/Cross Training

Management will continue to award job postings based on 9A and 9B. In order to be "Less Qualified" for a position the employee "must have refused" a cross-training opportunity for the classification of the position being offered after June 11, 2021. In all other cases the member will be considered qualified and the position will be offered by seniority.

The member can request additional cross-training but unless new equipment or new procedures are being introduced, the company can only force the member work a maximum one (1) shift per month in the cross-trained position to maintain skill levels.

FOR THE UNION

FOR THE COMPANY

date

LETTER OF UNDERSTANDING 8

Schedule Paid leave and Payment Options at Retirement

Any member retiring may elect to take the monetary equivalent of their remaining current banked vacation, personal paid days, holidays or overtime in a lump sum payment or as paid leave prior to their scheduled retirement.

Should an employee elect to take paid leave prior to their retirement date the employee must:

1. provide the Company with sufficient notice of retirement. (Six months' notice for tradespeople and 4 months' notice for all other employees). The employer may elect to waive the notice period if business conditions are such that the notice is not required.
2. schedule the paid leave to coincide with the retirement date. The employees last day at work will be the final day of the paid leave.

FOR THE UNION

FOR THE COMPANY

date

LETTER OF UNDERSTANDING 9

Casual Employees

The employer may hire casual employees to cover for absences in trade positions. A casual shall be paid the rate of the job they are performing as per wage Appendix A. A casual will be entitled to the provisions of Article 12, 20 and 21(E) on the basis of one fifty second (1/52) for each week of active employment. During a period where the employee is not actively working, the company will maintain the benefits in Article 19 to the extent permitted by the policies, provided the employee continues to contribute to the benefit plans.

FOR THE UNION

FOR THE COMPANY

date

LETTER OF UNDERSTANDING 10

Flex Benefit Plan

The Employer will present a Flex Benefit Program to the union membership following ratification of the collective agreement. If fifty percent (50%) or more of the employees are in favour of the new plan the following letter of understanding will be implement.

- A. The Employer and the employees agree to put in place a Group Insurance Plan providing the following coverages: Group Life Insurance, Dependent Life Insurance, Accidental Death and Dismemberment, Medical Benefits, Disability Benefits, and Dental Care (the "Plan").

The Employer agrees to discuss the benefits and costs of this Plan with the Union from time to time. The Employer will not reduce the current level of benefits provided by the Plan for the life of the agreement without the union's agreement.

Subject to terms set out by the benefit Plan and determined by the carrier, employees who retire, and wish to maintain benefits, will be required to pay 100% of the benefit premiums.

The Employer provides the eligible employees with a Flex Benefit Plan and will pay 50% of the cost for:

1. Basic Life Insurance
2. Basic Accidental Death and Dismemberment
3. Short-term Disability
4. Long-term Disability
5. Option 1 of Health care
6. Core option of Dental care

The Employer will provide the telemedicine service and will pay 100% of the cost of this coverage.

The employee will pay the excess costs not covered by the Employer and the allocated Flex Dollars and any optional coverage.

It is understood and agreed that all matters of eligibility, coverage, and benefits shall be as set out in the benefit Plan and determined by the carrier.

The allocated annual Flex Dollars will be as follows for October 1, 2021 to December 31st 2021 (annual 2021 amounts below will be prorated based on effective date of the Flex Benefit Plan):

1. Single Plan:	\$	920.00
2. Single Parent Plan:	\$	1,656.00
3. Family Plan:	\$	2,233.00
4. Exempted:	\$	

