

COLLECTIVE AGREEMENT



Between

NORTERA FOODS INC.
Ingersoll, Ontario - FULL TIME
hereinafter called the "Company"

and

TEAMSTERS LOCAL UNION No. 879
Affiliated with the International Brotherhood of Teamsters
hereinafter called the "Union"

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ARTICLE 1 - RECOGNITION

- 1.01** The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Company at its frozen food plant in the Ingersoll, Oxford County, save and except foremen, foreladies, persons above the rank of foremen and forelady, office, technical and sales staff, seasonal employees employed between June 1st and December 20th, and employees who work regularly for not more than 16 hours a week.
- 1.02** Employees outside of the bargaining unit will not perform work normally performed by employees in the bargaining unit except in the case of:
- a. Instruction
 - b. Introduction to new methods, products and equipment
 - c. Emergencies arising during the regular processing seasons
 - d. Emergency repairs
- 1.03** If in the event of a complete or partial closure of the plant, the Company will give the Union sixty (60) working days' notice of such a closure and meet to discuss the possible movement of affected persons by seniority.

If the Company fails to give sixty (60) working days' notice, the Company shall pay the difference in wages to the affected employees.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.01** The Union acknowledges that nothing in the Agreement shall limit the Company in the exercise of its functions of management under which it shall have the right to:
- a. Maintain order, discipline and efficiency;
 - b. Hire, promote, demote, layoff, recall, transfer, classify, discipline and discharge any employee, subject to the terms of this Agreement.
 - c. Generally to manage the plant in all respects, including the choice of products to be produced, the method of processing to be used, and to determine standards of quality and quantity for all products produced.
- 2.02** The Company has the right to set reasonable rules and regulations for the conduct of the employees during working hours, provided such rules are not in conflict with the terms of Agreement. Copies of such rules and regulations will be forwarded to the Union two (2) weeks prior to implementation. Copies will be posted on the Bulletin Board.

ARTICLE 3 - UNION SECURITY

- 3.01** The Company agrees that all present employees covered by this Agreement except new employees during the probationary period shall, as a condition of employment, become and remain members of the Union in good standing.

- 3.02** New employees covered by this Agreement shall make an application for membership in the Union and shall become and remain members of the Union in good standing as a condition of employment as soon as their three (3) month probationary period has been served. The application for membership cards will be forwarded to the Union by the Company within three (3) working days. Seasonal employees will be required to serve a thirty (30) day probationary period within two (2) months of hire.
- 3.03** The Company agrees to deduct Union dues initiation fees as specified in the Union Constitution, from each eligible employee on a weekly basis, this is based on the first four (4) weeks of any month. Employees subjected to layoff will have their remaining monthly dues deducted from their last pay cheque. The Company will remit the monies so deducted, together with a list showing from whom and in what amount deductions were made to the Secretary-Treasurer of the Union by the tenth (10) day of the following month in which the monies were deducted. The Secretary-Treasurer of the Union shall notify the Company by letter of any change in the amount of Union dues and such notification shall be the Company's conclusive authority to make the deductions specified.
- 3.04** The Company and the Union will meet quarterly to discuss all work being considered for outsourcing in an effort to retain the work within the plant.

ARTICLE 4 - STRIKES AND LOCKOUTS

- 4.01** During the term of this Agreement, the Union agrees that there will be no strikes, and the Company agrees that there will be no lockouts.

ARTICLE 5 - SHOP STEWARDS

- 5.01** The Union will elect and then appoint and the Company will recognize six (6) shop stewards. The duty of stewards shall be to assist employees with interpretation and implementation of the Collective Agreement.

Skilled Trades

Maintenance	- One Steward
Engineering	

Packaging	- Three Stewards
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Warehousing and Distribution	- Two Stewards
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- 5.02** The Union recognizes and agrees that Stewards have regular duties to perform in connection with their employment and, therefore, the business of administering this Agreement will be attended to with the least possible interference with production. Before leaving his regular Company duties, a steward must obtain permission from his foreman or immediate supervisor to do so, and when resuming his regular duties, he will report to his foreman or supervisor. Such permission shall not be unreasonably withheld.

- 5.03** The Union agrees to supply the Company with the names of the stewards and of any subsequent changes in the names of stewards.
- 5.04** All Stewards shall have completed their probationary period.
- 5.05** The Company agrees to pay stewards for any time lost while handling grievances and during negotiations, which occur during regular working hours.
- 5.06** The Union shall have the right to post notices on two (2) designated enclosed bulletin boards for the exclusive use of the Union provided the notices are confined to notices of Union meetings, or other official Union Notices duly signed by an officer of the Union.

An authorized representative of the Union shall be permitted to visit the office of the Company at any reasonable hour and will be permitted to visit the Company's plant during working hours to investigate any matter covered by this agreement, provided he has approval of a member of the plant management staff and reports to reception upon arrival.

- 5.07** In accordance with the above, the Union representative shall have the right to meet with one (1) only steward, providing they have informed with their immediate supervisor, for a reasonable period of time during working hours in an area designated by a member of the plant management staff, for the purpose of transacting any business pertaining to this agreement.
- 5.08** Notwithstanding their Company seniority status, stewards will be continued at work as long as work is available which they are willing and able to do. Where there is more than one (1) steward, the steward's seniority will determine his preferential position for layoff.
- 5.09** The Company agrees to grant the necessary time off, without discrimination, to one employee designated by the Union to attend a labour convention or serve in any capacity on other official business, without pay. The employee's seniority shall continue to accumulate during such leave of absence. Such leaves of absence shall be revocable upon seventy-two (72) hours notice by the employee. The Union and the Company agree to meet prior to reinstatement, to discuss appropriate skill sets and job placement.

The employee must make suitable arrangements in writing for continuation of Health and Welfare and Pension payment before the leave may be approved by either the Local Union or the Company. It is understood that this clause would apply to an Executive Board member and/or a full-time Business Representative.

ARTICLE 6 - GRIEVANCE PROCEDURE

- 6.01** a) A grievance shall be defined as any subject which falls within the terms and conditions of this Agreement.
- b) It is understood and agreed that the employee does not have a grievance until the employee and a steward have discussed the complaint with the foreman. Failing settlement, the grievance will commence at Article 6.03.

6.02 It is agreed that no grievance will be considered, the alleged circumstances of which originated or occurred thirty (30) calendar days prior to its original presentation.

6.03 If any employee has a grievance, it shall be reduced to writing on forms supplied by the Union stating the specific Article being grieved and taken up in the following manner.

Step 1 - By a conference between the employee, the steward and foreman. The foreman shall give his written decision to the Steward within four (4) working days. Failing settlement, then:

Step 2 - By a conference between the employee, the filing steward only and grievors, an official of the Union and an official of the Company. Where more than one grievance is submitted for the same alleged breach of the Collective Agreement, one steward will be selected by the Union to represent these grievances. The Company shall give its written decision to the Union official within seven (7) working days, or any longer period mutually agreed. Failing a settlement then the matter may be referred to a Board of Arbitration within ten (10) days after the decision in Step 2.

6.04 When either party to the Agreement requests that a grievance be submitted for Arbitration, they shall make such request in writing addressed to the other party to the Agreement within thirty (30) calendar days from the delivery of the Step 2 replies. The arbitration procedure incorporated in the Agreement shall be based on the use of a single arbitrator.

6.05 Any grievance not processed from one step to the next or to arbitration within ten (10) working days after the time in Steps 1, and 2, shall be deemed to have been dropped by the party instituting the grievance.

6.06 Each of parties hereto shall bear the expense of its own representative to the Board of Arbitration, and the parties shall jointly and equally bear the expense of the third party of such Board of Arbitration.

6.07 An Arbitration Board shall not make any decision inconsistent with this Agreement, nor alter, modify or amend any part of this Agreement, but shall only consider the question in dispute.

6.08 Except in cases of conduct which would support discharge, such as serious accidents, consumption or possession or being under the influence of alcohol or drugs, dishonesty, falsification of records, insubordination, harassment, tampering with equipment, devices, product, or culminating incidents supporting discharge, employees shall be initially suspended pending investigation. During this period of suspension, the employee will be paid his wage rate and any other benefits that he is eligible to receive under this Agreement. Once the Company has made its final decision this arrangement shall terminate. If the employee wishes to contest the Company final decision, the employee may file a grievance at Step 2 of the Grievance Procedure.

Such special grievance may be settled under the Grievance Procedure by:

- a) confirming the Company's action in suspending or desiring to dismiss the employee;
- b) reinstating the employee; or

c) any other arrangement, which may be deemed just and equitable.

If a seniority employee is suspended or whose discharge is pending, the Company shall give him a written statement of the reason for such suspension or discharge at the time of suspension.

No grievance regarding discharge or suspension will be considered by the Company if it is filed later than the tenth (10th) working day after the notice of suspension or discharge.

In order to receive benefits and wage rate under this Section during the period of investigation, an employee must, if suspended pending investigation, sign a document indemnifying the Company for monies received in the event the parties agree to such indemnification as part of a settlement or in the event that the Arbitrator confirms the Company's decision by dismissing any grievance contesting the decision.

6.09 If the Company or the Union wished to file a grievance, it shall do so by mailing a copy of the grievance, by registered mail, to the Union or the Company, as the case may be, within thirty (30) calendar days of the occurrence of the event upon which the grievance is based and the Company or the Union, as the case may be, shall answer the grievance in writing within five (5) working days after receiving it.

6.10 No matter shall be submitted to arbitration that has not been carried through all steps of the grievance procedure.

6.11 a) Any written reprimand placed on an employee's file shall be removed in accordance within the following time lines.

Verbal - Removed in Six (6) months

Written - Removed in twelve (12) months

One Day Suspensions - Removed in twelve (12) months

Two Day Suspension - Removed in fifteen (15) months

Three Day Suspension - Removed in eighteen (18) months

b) Proven violations of the *Occupational Health and Safety Act* or any of the Company's health and safety policies/procedures could lead to further discipline up to and including termination.

6.12 A copy of written reprimands to an employee will be forwarded to the steward representing that employee. (Stewards will have access to a photocopier).

6.13 The Company agrees to scheduled grievance meetings once a month.

ARTICLE 7 - PAID HOLIDAYS

7.01 The following statutory holidays regardless of when they fall, will be granted to all employees after they have completed their probationary period:

New Year's Day
Family Day

Civic Holiday
Labour Day

Good Friday	Thanksgiving
Easter Monday	December 24 th
Victoria Day	Christmas Day
Canada Day	Boxing Day

- 7.02** If any of the four (4) holidays at Christmas and New Year's Day falls on a Saturday or Sunday, the Company can declare alternative day(s) as the holiday(s) and close the plant. Employees who work would be paid for the days that are declared holiday(s).

The basis of payment shall be eight hours pay at the employee's regular rate of pay on each occasion as per Article 11.03.

- 7.03** To be eligible for paid holiday pay, the employee must have worked in its entirety the last regular scheduled shift before and the first regularly scheduled shift after the paid holiday unless sent home and/or otherwise approved by the immediate supervisor and except when layoff occurs the first shift after the paid holiday or when an employee is on an authorized leave of absence or proven illness for either the regular scheduled shift before or the regular scheduled shift after the paid holiday. Laid off employees must be available for work the day after to qualify for the paid holiday. In all cases, however, the employee must have worked five (5) shifts in the thirty (30) calendar days before the paid holidays. If an employee is not available or does not return the call about available work then the payment reverts to what is payable under the *ESA, 2000*.

Any proven illness which results in an employee working fewer than the scheduled hours on either the last regularly scheduled shift before the paid holiday or the first regularly scheduled shift after the paid holiday will be required to provide medical documentation.

- 7.04** It is understood by the Company that if people have available vacations, they can be used between Christmas and New Year's, subject to Company approval.

When a statutory holiday falls on a Saturday or Sunday, the Company will post when the statutory holiday will be taken thirty (30) calendar days prior to it happening and will confirm this date before seven (7) calendar days of it happening.

- 7.05** In the event of layoff and there is required work to be performed between Christmas and New Year's only, the Company will consider:

Skill and Ability

Qualifications and Classifications

If in the event that there is work to be performed requiring these qualifications when there is an overall lay-off or partial lay-off during the week between Christmas and New Year's, the Employer shall offer voluntary layoff to qualified employees on a seniority basis (top down, bottom up).

ARTICLE 8 - SENIORITY

- 8.01** Seniority shall be on a Bargaining Unit wide basis and an employee will be considered on probation until the employee has worked for the Company for a total of three (3) months

as per Article 3.02. His seniority shall commence at the date of hire into the permanent bargaining unit.

8.02(a) No bumping will occur if the expected duration of the layoff is twenty-four (24) hours or less. When it is necessary to layoff employees, probationary employees will be laid off first. Thereafter, employees will be laid off in accordance with their bargaining unit wide seniority, providing the employees who remain are qualified to perform the remaining jobs. When recalling employees, ability being equal, employees will be recalled in order of their bargaining unit wide seniority.

(b) When it is necessary to add a third (3rd) shift (midnights) in packaging, employees will be offered positions on the third (3rd) shift in order of their seniority.

NOTE: If bumping occurs and the employee would only be off for less than twelve (12) hours to their normal scheduled next shift duties, then the bumping cannot occur due to ESA standards.

NOTE: Both the Company and the Union accept that the Company will make the determination to keep employees should they require extra assistance within a department.

NOTE: Both the Company and the Union accept that the shift will commence as per the established schedule.

8.03 An employee shall lose his seniority standing, and his name shall be removed from the seniority lists for any of the following reasons:

- a) If the employee voluntarily quits.
- b) If the employee is discharged and is not reinstated in accordance with the provisions of the grievance procedure.
- c) If the employee is laid off and fails to return to work as soon as possible after he has been notified to do so by the Company through registered mail addressed to the last address on record with the Company, except in the case of an employee who is laid off and is working elsewhere. In such case the employee must return to work within seven (7) calendar days;
- d) If the employee overstays a leave of absence granted the Company without securing an extension of such leave;
- e) If the employee is absent from work without good reasons for more than three (3) consecutive working days without securing a leave of absence from the Company.
- f) If the employee is laid off for a period of more than twenty-four (24) months.

NOTE: It shall be the duty of the employees to notify the Company promptly of any change in their address. If an employee fails to do this, the Company shall not be responsible for failure to notice to reach such employee.

8.04a) When a vacancy occurs or a new job is created, such vacancy or new job will be posted on the bulletin boards for a period of three (3) working days and will be filled within fifteen (15) working days after the initial three (3) day posting, and eligible employees will have the right to bid for the position. Selection to such positions shall be made on the basis of

seniority providing the employee has the ability to do the job. The successful applicant to a job posting other than Line Operator, Maintenance, Material Handler 1 and 2 and Mix Operators will be allowed a two (2) week familiarization period at the job rate of pay. The familiarization period for Line Operator, Maintenance, Material Handler 1 and 2 and Mix Operators will be ninety (90) working days. Unsatisfactory progress during this period may result in the employee being returned to his former classification. If there is no successful applicant from within the bargaining unit and it is necessary to hire from outside, the Company will use its best efforts to fill the vacancy within thirty (30) calendar days.

- i. All temporary jobs will be posted for all positions.
- ii. All permanent jobs will be posted for all positions.
- iii. All job postings will include classification, job duties, and any other skills and abilities that might be required.
- iv. Any employee that is affected by a lay off will have the option to post on a job that becomes open through a posting that will be posted within thirty (30) days of ratification. Interested employees that have put their name on the posting will be notified by the Company if they are the successful candidate.
- v. The above mentioned list will be updated and posted on the first Monday in December each year.

Skills Upgrade Positions:

Upon ratification and every year within the term of the contract the Company will post for five (5) Skills Upgrade Positions. The Skills Upgrade Position will refer to the following job classifications: General Labourer 1, General Labourer 2, Line Operator, Material Handler 1, 2 and 3, and Sanitation Labourer. Selection for the successful candidates for the Skills Upgrade Position will be solely based on seniority and these candidates WILL BE placed within the schedule by the Company as required based on seniority. Successful applicants will be required to complete the following:

1. Two (2) days intensive training for the position selected when posted (can select General Labourer 1 and General Labourer 2 combined), that may require external training facilitators and/or internal Company training facilitators.
2. The successful candidates must complete a fourteen (14) day familiarization period immediately after this intensive training and meet a level of competency at the end of the familiarization period that is acceptable to the position. During this familiarization period the Skills Upgrade Position candidate will be paired with an employee presently doing the position to fulfill the balance of their training requirements. The Company reserves the right to limit the Skills Upgrade Candidates to one (1) per shift to ensure proper training and resources are established.
3. The candidates must commit to four (4) hours refresher training to maintain skills every four (4) months and to be scheduled by the Company. Failure to maintain skills through the refresher training will result in forfeiture of the candidates bumping rights outside of their normal classification.

4. The Skills Upgrade Position is good for a period of twelve (12) months and employees must post for the opportunity to an annual basis.
5. Within the term of the contract the Skills Upgrade Positions will be posted on April 1st of each year under the present guidelines for posting and awarded positions will be posted as per present guidelines. Successful candidates must sign-off on the above outlined commitment prior to the first training session commencing.
6. The Company will post an annual list outlining employees training certification.
7. Any person within the Collective Agreement (as posted within the list in item #6 above) with current training and certification for a position within the facility MUST fulfill the requirements of the workplace when required. Failure to do so will result in loss of the employees training certification within that job classification.

The Company agrees to supply proof of all training and give copies to the employee.

- b) In the Forklift classification only, the Company agrees to maintain certification for previously trained lift-truck drivers.

Employees applying for lift-truck driving vacancies must have been previously trained by the Company. In the event that said vacancies are not filled, these positions will be offered plant-wide. In the event that training is required, the Company will assume the required training costs and the successful bidder will remain on this posting for a minimum of twelve (12) months.

All employees who operate forklifts will be required to renew their forklift driver's certificate every three (3) years with an examiner designated by the Company; the cost of which will be paid by the Company.

- 8.05** If an employee is or has been transferred to a position, which is not subject to the provisions of this Agreement, he shall retain his previous seniority after promotion and if demoted for any reason or if he voluntarily requests reinstatement to his former position in the Bargaining Unit within a six-month (180 calendar days) he shall lose all seniority. This may occur once in a calendar year.
- 8.06** A seniority list shall be placed on the Bulletin Board and will be revised by the Company at least every four (4) months. Such lists will include the employee's classification and starting date with the Company. Copies of these lists will be forwarded to the Union.
- 8.07** An employee temporarily transferred to another job, for two (2) weeks or less, shall receive the higher of his own rate or that of the new job rate. After two (2) weeks the employee will receive the job rate. Wage retention is not applicable when covering absences, vacations, temporary positions/postings and all skills upgrade positions. Both the Company and the Union agree that wage retention may occur more than once.
- 8.08** Employees displaced due to workplace restructuring will have the right to bump to a position that seniority and ability permits.

8.09 Team Leader

- The "Team Leader" shall be defined as a person who will perform work and direct the work of other employees within the department only and they shall be a Union member;
- Team Leaders shall not have the authority to hire, fire, or discipline. They may relay operational instructions from management to employees in the department only when they are working;
- A Team Leader shall not enjoy preferential treatment if they are subject to layoff. They will be laid off in accordance with their seniority regardless of their Team Leader status;
- When Team Leaders are to be appointed by the Company, the opportunity will be posted and the Team Leader will be selected according to qualifications and seniority. However, it will be the sole responsibility of the Company to make the final selection provided that when qualifications are equal, the senior person will be given preference;
- The Team Leader position will add support to their respective department for break coverage, training, development, and productivity;
- The intent of this position is not to replace a person with seniority when all scheduled resources are present;
- This position will create flexibility to ensure that the workforce is staffed appropriately when absences occur until corrective actions can be executed;
- Team Leader position premium to be \$2.00/hr + Base Rate (as per Schedule A).

ARTICLE 9 - LEAVE OF ABSENCE

- 9.01** The Company may grant written leave of absence without pay to any employee for legitimate reasons up to a period of three (3) months. It is understood that should this leave fall under the statutory leaves provided by the Employment Standards Act (2000), then leave under these provisions would be exhausted before granting additional leave.
- 9.02** The Company will grant leave of absence without pay and without loss of seniority once a year to not more than two (2) employees to serve as delegates of the Local Union for the transaction of Union business, provided such absence does not interfere with the efficient operation of the plant. Such leave of absence is not to exceed two (2) weeks in duration. The Company agrees to allow one (1) steward time off without pay at any given time to do Union work, without loss of seniority, provided such absence does not interfere with the

efficient operation of the plant. The Union will provide three (3) days notice for such leave of absence.

- 9.03** Whenever possible, employees will schedule appointments during times when they are not scheduled to work. In the event the employee must attend an appointment during their scheduled shift, the employee will request an appointment leave in writing within seven (7) working days in advance of the appointment, if possible. The Company will provide the employee with written confirmation whether the leave is granted within five (5) working days of the employee submitting the leave request. Where the Company is satisfied that the appointment leave is necessary, the leave request will not be unreasonably denied.

ARTICLE 10 - VACATION PAY

- 10.01** a) Employees having one (1) year's service on the anniversary date of employment shall be paid four percent (4%) or as stated in the current ESA, the greater of.
- b) Employees having completed more than one (1) year's service, but less than five (5) year's service on the anniversary date of employment shall be entitled to two (2) weeks vacation and 4% pay or as stated in the current ESA, the greater of.
- c) Employees having completed more than five (5) year's service, but less than eleven (11) year's service on the anniversary date of employment shall be entitled to three (3) weeks vacation and six percent (6%) vacation pay.
- d) Employees having completed more than eleven (11) year's service on the anniversary date of employment shall be entitled to four (4) weeks vacation and eight percent (8%) vacation pay.
- e) Employees having completed more than eighteen (18) year's service by the employee's anniversary date of employment shall be entitled to five (5) weeks vacation and 10% vacation pay.
- 10.02** Vacation shall be taken by employees covered by this Agreement at times agreed upon by the employees and the Company. In working out vacation schedules the Company shall have regard to giving preferential treatment to employees having the greatest seniority. The Company will allow as many people off as possible. Vacation schedule to be posted by the Company by November 1st and to be completed by the employees by November 20th in each year. Changes to the schedule after November 30th will be mutually agreed upon. Employees failing to submit their vacation requests by midnight on November 20th, WILL forfeit their date selection based solely on seniority and will receive vacation dates as available by placement of the Company business needs.

The vacation year is from May 1 to April 30 of each year.

Vacation accrual payout is calculated from last vacation payout to the next vacation payout on each year.

10.03 a) If at the written request of an employee, he/she may have their vacation pay within two (2) weeks of the request.

b) In the event an employee does not book their entire vacation allotment by November 30th, then the Company will assign the remainder of the employee's vacation to them. The process will begin with the highest seniority employee in the department and will work down. Switching of vacation time by employees will only be allowed to be submitted greater than two (2) weeks before the vacation date and on approval by the Company. Switching will only be allowed within classifications.

c) The vacation week shall be from the end of the last scheduled shift to the beginning of the next regular shift.

d) Employees who incur single days as the result of booking vacation during a week where a public holiday occurs or as a single day preference will be required to book these days at the end of the vacation planning process which will occur between November 21 - November 30 in the order of seniority.

e) Employees awarded temporary positions will select their vacation by seniority in the department that they will be working in during the request.

10.04 Employees who have been off work for a period of four (4) weeks or more may not be required to take vacation time off.

Employees that intend to forego their use of vacation time must provide notice to the Company before taking the related leave from work.

10.05 Vacations shall be based on the following:

1. General Labourer 2, General Labourer 3 and Mix as follows:

1 - 10 employees	2 employees off per week per classification;
11 - 20 employees	3 employees off per week per classification;
21 - 25 employees	4 employees off per week per classification;
Over 25 employees	5 employees off per week per classification.

 Calculations that result in .5 to .9 shall be rounded up to the next whole number.
2. Material Handler 2, Sanitation Labourer, Line Operator as follows:

When running 3 lines on each shift: 1 employee off per week per classification;

When running 2 lines on each shift: 2 employees off per week per classification;
3. Material Handler 3, Engineers and Quality Assurance Technicians as follows:

1 employee off per week per classification.
4. Maintenance as follows:

-January, February, March, April and the first two (2) weeks in May and the last two (2) weeks of December: 2 employees off per week.

-The last two (2) weeks in May, June, July, August, September, October, November and the first two (2) weeks in December: 1 employee off per week.

5. Material Handler 1 as follows:

- January, February, March, April, May, June, July (1st, 2nd, 4th weeks), August (1st, 2nd, 4th weeks), and the last two (2) weeks of December: 2 employees off per week;
- July (3rd week) and August (3rd week) to coincide with packaging shutdown: 3 employees off per week;
- September, October, November and the first two (2) weeks in December: 1 employee off per week

10.06 The Company agrees to a one (1) week shut down in July (3rd full week) and one (1) week shut down in August (3rd full week) for all classifications in the packaging department. This week will be determined by the Company and posted during the vacation planning process. Employees with more than two (2) weeks vacation will be required to take this time as vacation.

Any new employee who is not entitled to vacation and/or vacation payout and there is no work available, he/she shall be considered on lay off.

ARTICLE 11 - HOURS OF WORK AND OVERTIME

11.01 The following clauses are intended to define normal hours of work and shall not be construed as a guarantee of hours of work per day or week or days of work per week.

11.02 a) The normal hours of work for all employees shall be eight (8) hours per day Monday through Friday, forty (40) hours per week.

b) It is understood that the normal daily scheduled hours or normal work week may be varied on agreement of the Company and a majority of the affected employees, the applicable steward(s) and the Union shall be consulted and be present at any meeting of the employees in this regard.

c) Employees reporting to regular scheduled shift will be offered four (4) hours of work, except where plant operations are affected by power outage or Act of Nature.

11.03 Overtime at the rate of time and one-half (1 ½) the base rate will be paid to all employees for any work performed outside of the normal daily scheduled hours.

Time and one-half will be paid for any work performed on a Saturday or Sunday and double time will be paid for any work performed on a statutory holiday all year round.

Hours worked between 11:00 p.m. on Friday night and 11:00 p.m. on Sunday night will be paid at a rate of time and one-half (1 ½) the base rate. Double time will be paid for any work performed on a public holiday.

11.04 a) When overtime is necessary, employees who normally perform the work and are posted to the classification will be given first opportunity to work the required overtime. If there are not sufficient persons in the classification to perform the required work, employees in the plant who have the immediate skill and ability will be offered the opportunity on the basis of seniority. Emergency overtime will continue to be offered

to the senior employee in the classification who is on site or scheduled to work the following shift. Overtime is to be offered equally by classification.

- b) The Company agrees to post weekend overtime four (4) weeks in advance in maintenance and logistics in order to provide employees with notice and to secure volunteers to work the required overtime. If there are not sufficient employees available to perform the work, the overtime will be assigned in reverse order of seniority and will be assigned equally to each employee in the classification. Each employee will only be compelled to work eight (8) additional hours per week.
 - c) The Company agrees to post weekend overtime four (4) weeks in advance in packaging in order to provide employees with notice and to secure volunteers to work the required overtime.
 - d) The Company agrees that packaging will be required to work a maximum of twelve (12) weekends of mandatory overtime. Mandatory overtime weekends will not include a mandatory Saturday afternoon shift.
 - e) When necessary, those scheduled to the shift that they are working, where the overtime is required will be compelled to work the overtime on that shift if volunteers aren't available.
 - f) When there are not sufficient volunteers then the junior person in that classification who is on that shift will be compelled to work the overtime on that shift.
 - g) The Company agrees that at times additional overtime may be required although this overtime shall be on a voluntary basis only.
- 11.05** Recognizing the production requirements of the operation, a lunch period of one-half hour will be scheduled no sooner than four (4) hours into the shift and not later than five (5) hours for maintenance, shipping and engineers. Employees who do not leave the plant during their lunch period will not be required to punch out.
- 11.06** Employees in maintenance, logistics and engineers will be allow two (2) fifteen (15) minute rest periods, one in the first half and one in the second half of each shift, without loss of pay and a twenty (20) minute paid lunch. Those scheduled for twelve-hour shifts will be entitled to an additional fifteen (15) minute rest period for every two (2) hours worked in excess of eight (8) hours. When emergency overtime is required, employees will be allowed a fifteen (15) minute rest period for every two (2) hours worked in excess of the normal shift.
- 11.07** If an employee who has checked out and left the Company's premises is recalled to work or if an employee reports to work on a Saturday, Sunday or a Statutory holiday, he will be guaranteed a minimum of four (4) hours pay at the appropriate rate. Call-in pay will be paid only once during each four (4) hour period.
- 11.08** Except on authorized Company business, an employee shall not leave the premises during working hours without permission from the immediate supervisor and without

punching out. Employees who leave the premises during their lunch or rest periods must punch out and punch in on their return. No pay loss for punching out during rest periods will occur as per 11.06.

- 11.09** The Company agrees to provide employees four (4) day's notice of a shift change.
- 11.10** Employees working in the packaging department will be allowed one thirty (30) minute rest period and one twenty (20) minute rest period without loss of pay. These rest periods will be taken in accordance with the Employment Standards Act.
- 11.11** When an employee is unable to report for work, the employee must contact their supervisor within a minimum of one (1) hour prior to their start time, providing a reason for the absence, expected return date, if know, and a contact number. If the employee cannot contact the supervisor, a recorded message must be left with the required information. An employee is required, if a formal request is made by the Company, to supply a reason for the absence in accordance with the current *Employment Standards Act, 2000*.
- 11.12** The packaging department will rotate shifts on a weekly schedule with the rotation being midnights to afternoons to days. When vacancies occur due to planned or unplanned absences then these vacancies will be filled by the lower seniority person in the classification.

ARTICLE 12 - WAGE RATE AND CLASSIFICATION

- 12.01** Attached hereto and forming part of the Agreement is Schedule "A" which outlines Job Classifications and Rates of Pay.

Employees will be paid weekly by direct deposit for the hours worked the previous week. (Pay period runs from Sunday to Saturday).

With a shortage of pay in excess of twenty-five dollars (\$25.00) net, the Company, when it has erred, agrees to pay employees on the day it is brought to the Company's attention. Earnings to date, deductions to date, and vacation pay to date are to be included on the pay stub.

- 12.02** All hours worked between 3:00 p.m. and 11:00 p.m. will be paid a premium of seventy-five (\$.75) per hour worked. All hours worked between 11:00 p.m. and 7:00 a.m. will be paid a premium of one dollar and twenty-five cents (\$1.25) per hour worked.
- 12.03** An employee required to serve on jury duty or subpoenaed as a crown witness shall be excused from work as of the appropriate date upon presentation to the Company of the court order requiring the employee's service.

Such employee shall be paid the difference, if any, between the jury or witness fees and the employee's regular straight time hourly rate multiplied by eight (8) hours for each day of such service, provided the employee furnished evidence from the court as to the number of days served and the amount of pay received.

- 12.04** The following criteria and qualifications will be used to determine an employee's classification in either Millwright or Maintenance.

Millwright – Employee will have Millwright certification.

Maintenance – Employee will be capable of welding black iron and stainless steel. He will be capable of assembling packaging and production lines and be able to repair all plant production equipment. He will be capable of analyzing electrical problems and replace electrical motors, fuses and overloads in the event of a breakdown. He will be capable of cutting and threading pipe and proper use of a cutting torch. He will be knowledgeable in air, water and hydraulic systems.

ARTICLE 13 - HEALTH & WELFARE

- 13.01** The Company will pay 50% of the cost of the current basic dental plan, based on the previous calendar year's dental fee schedule, and 50% of the cost will be paid by the employee. The employee will be responsible for their cost share of the dental premium during layoff, short term disability and other extended leave. Employees absent from work due to layoff, short term disability and extended leave will continue to have the employer's share cost of welfare benefits paid for by the Company to the end of the month of layoff, and for three (3) months thereafter, and the employee's share of the dental premium will be payable upon return through payroll deductions. Employees may choose to discontinue welfare benefits while on layoff.
- 13.02** The Company will pay the full cost of the EHT for all employees, as required by the Ontario law.
- 13.03** a) The Employee shall be entitled to be absent from work due to a death in his/her family for up to five (5) days without loss of pay for a father, mother, step father, step mother, sister, brother, husband, wife, children, step children, mother-in-law, father-in-law, grandchildren or grandparents.
- b) The employee shall be entitled to be absent from work due to death in his/her family for up to three (3) days without lost of pay for a sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, aunt, uncle or grandparents-in-law.
- c) Employees will be required to provide documentation in order to support their absence.

13.04 Safety Shoes

The Company will pay three hundred dollars (\$300.00) toward the cost of the employee's safety footwear and insoles, except Material Handler 1 Logistics and Poly-Coordinator will receive four hundred dollars (\$400.00) per year, Material Handler classification 2 & 3 will receive three hundred and fifty dollars (\$350.00) per year. Purchase must be supported by a receipt or company-issued voucher confirming CSA approved safety footwear or insoles.

13.05 Safety Lenses

The Company will continue to replace prescription safety lenses, which are damaged during the course of the employee's work. The Company will pay up to three hundred dollars (\$300.00) per three (3) year contract period for replacement of frames that contain safety lenses, which are damaged during the course of the employee's work.

- 13.06** a) Tool allowance will be recognized for skilled trades in the amount of three hundred dollars (\$300.00) per calendar year. All others covered under current language.

b) Tool Allowance for Line Operators

One hundred dollars (\$100.00) per calendar year to each set-up operator payable through payroll with attached receipts.

NOTE:

** The Company will supply a separate change room for male and female employees. This will include an adequate number of washrooms.

** The Company will supply a covered smoke area reasonably located in designated areas.

- 13.07** Clothing suitable for work will be provided for employees as outlined below:

- a) Each Packaging department employee shall receive a voucher on an annual basis valued at two hundred dollars (\$200.00) for the purchase of company clothing. Upper garments must be embroidered with the Company logo at the time of purchase.
- b) Each Logistics department employee shall receive a voucher on an annual basis valued at two hundred dollars (\$200.00) for the purchase of company clothing. Upper garments must be embroidered with the Company logo at the time of purchase. Material Handlers 1, 2 and 3 will receive one (1) freezer suit annually at the Company's expense.
- c) Each employee in the Maintenance & Engineering department shall receive a voucher on an annual basis valued at two hundred dollars (\$200.00) for the purchase of company clothing. Upper garments must be embroidered with the Company logo at the time of purchase. The voucher will include a parka option and a lined coverall option. Coveralls will be supplied at the Company's expense.

13.08 Medical Examinations

Any medical examination requested by the Company or required by law shall be promptly complied with by all employees, provided, however, that the Company shall pay all such examinations. The Company reserves the right to select its own medical examiner or physician and the Union may, if in their opinion they think an injustice has been done an employee, have said employee re-examined at the Union's expense.

When a medical examination is required by the Company, the following conditions apply:

- a) If an employee with seniority takes a medical examination during the normal working hours, he shall be paid for the time involved and thus not lose any pay as a result of his taking a medical examination. One working day's notice of the medical examination shall be given.
- b) If the medical examination is taken after working hours, the employee shall not be paid for the time involved but shall in such cases receive at least one week's notice of the medical examination with the doctor.
- c) The Company will pay twenty-five dollars (\$25.00) towards the cost of a sick note and/or fit note. The note must be accompanied by a receipt in order to receive payment. This reimbursement will only occur when requested by the Company.

13.09 The Company agrees to supply and pay for all training required by Company.

13.10 The Company will pay employees compelled to attend Company meetings at their straight time classification rate.

ARTICLE 14 - NO DISCRIMINATION

14.01 The Company and the Union agree that there will be no discrimination against any employee because of race, creed, colour, age, sex, national origin, union membership or union activity.

14.02 There shall be no discrimination, intimidation, interference, restraint, coercion, or attempted coercion, by or on behalf of the Company or any of its representatives or by, or on behalf of the Union, its members, or its agents with respect to any employee because of membership in the Union.

14.03 The masculine pronoun, whenever used in this Agreement, shall include the feminine.

ARTICLE 15 - TERMS OF AGREEMENT

15.01 Unless changed by mutual consent, this Agreement shall continue in full force and effect from May 1st, 2024 to April 30th, 2027 and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other party in writing within a period of three (3) months immediately prior to the expiration date that it desires to amend the Agreement.

15.02 Negotiations shall begin within fifteen (15) days following notification or amendment as provided in the preceding paragraph.

15.03 If pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement or making of a new Agreement prior to the expiry date, this

Agreement shall continue in full force and effect until conciliation proceedings prescribed by the Ontario Labour Relations Act have been completed, whichever shall first occur.

ARTICLE 16 - SKILLED TRADES

- 16.01** This letter will confirm the understanding reached between the parties during negotiations whereby under Article 12.04, the Company will recognize the maintenance classifications of Millwright, Maintenance, and Maintenance Labourer.

Maintenance

Employees enrolled in a Company sponsored apprenticeship program. Employees will be required to proficiently perform the skills associated with each year of completed study.

Maintenance Labourer

Employee will assist the Millwrights and Maintenance employees in performing their job functions. Maintenance Labourers will be capable of demonstrating their mechanical aptitude through written and practical assessments.

The current Maintenance "A" employees will be recognized by the Company as Millwrights and will receive that classification's rate.

The maintenance classification will allow employees proficient in mechanical skills the opportunity to job progression should future openings occur.

The Company may at various times post for "temporary" machine Set-up, Maintenance Labourer employees will be used to assist with maintenance workload and provide the employee opportunity for skills upgrading.

- 16.02** If in the event an apprentice in any part of the skilled trades departments is required, an apprentice will be offered to all seniority employees covered under the Collective Agreement by job posting.
- 16.03**
- a) The successful candidate will be a member of the Maintenance department according to Article 8.04 under the classification Millwright Apprentice Year 1. All apprentices will follow the rules as set out by the Ministry of Labour, Training & Skills Development.
 - b) Maintenance employees will be paid a percentage of the Millwright classification if enrolled in a Company sponsored apprenticeship program. Millwright Apprentice Year 1 will be recognized upon being awarded the posting. Millwright Apprentice Year 2, 3 and 4 will be recognized upon submitting proof of completion of the previous year's coursework.
 - c) Apprentices will be prioritised for enrollment in coursework based on seniority. Upon enrollment the apprentice is responsible for progressing through the coursework in a timely manner.

16.04 If in the event the province cancels these programs, the Company will continue to pay for any monetary entitlements that the apprentice is receiving, in the following manner;

16.05 Maintenance/Millwright Departments

The Company and the Union agree to the following conditions regarding weekend work, when the Company has Mechanical contractors in the plant.

a) When there is a mechanical contractor performing work which is not part of the bargaining unit there will be one (1) person from the maintenance or millwright department.

b) All hours of work will be paid at the appropriate rate of pay as stated in Article 11.

16.06 The Company agrees to pay for annual ticket renewal for skilled trades.

16.07 The Company agrees to post a weekend shift during the processing season in the maintenance department. This weekend shift will be comprised of two (2) twelve-hour shifts on Saturday and Sunday, one (1) eight (8) hour shift during the week while running peas and two (2) eight (8) hour shifts during the week while running corn. These additional shifts will be determined by the Company and included in the posting. The successful candidate shall be exempt from working five (5) consecutive days during the processing season under Article 7.03 as long as they fulfill their obligations on their assigned shifts.

16.08 SKILLED TRADES

Electricians

Millwrights

Engineer 2

Engineer 3

Electrician Apprentice

Millwright Apprentice

Apprentice

Any new certified skilled trade that could be added

ARTICLE 17 – MATERIAL HANDLER CLASSIFICATIONS

(Warehouse and Distribution)

17.01 If in the event that there is work to be performed requiring these qualifications when there is an overall layoff or partial layoff during the week between Christmas and New Year's, the most senior employee will have the first right to lay off.

17.02 A lunchroom in the forklift/shipping/receiving area will be designated for employees only.

17.03 The Company agrees that no outside carrier will perform any duties covered by the bargaining unit.

NOTE: The Company will supply a separate change room for both male and female forklift drivers in shipping and receiving departments.

The Company will supply separate washroom facilities for both male and female employees in the forklift and receiving departments for employees only.

- 17.04** The Company agrees to post a weekend shift during the processing season in the logistics department. This weekend shift will be comprised of two (2) twelve (12) hour shifts on Saturday and Sunday, one (1) optional eight (8) hour shift during the week. This optional shift will be determined by the Company and included in the posting. The successful candidate must inform the Company during the posting process of their intent to accept the optional shift for the entire processing season. The successful candidate shall be exempt from working five (5) consecutive days during the processing season under Article 7.03 as long as they fulfill their obligations on their assigned shifts.
- 17.05**
- a) Material Handler 3 will be posted as a permanent opportunity that supports the processing department during processing and regrade.
 - b) This classification will not have the ability to bump during the processing season and has the option to take a voluntary lay off at the conclusion of the processing season.
 - c) Material Handler 1 position that supports processing will be posted as a permanent position.

WAGES - SCHEDULE "A"

	YEAR 1 - May 1, 2024		YEAR 2 - May 1, 2025		YEAR 3 - May 1, 2026	
Job Classification	Increase	Wage	Increase	Wage	Increase	Wage
Engineer 3	4.00%	\$36.75	3.50%	\$38.04	3.25%	\$39.28
Millwright	4.50%	\$38.53	3.50%	\$39.88	3.25%	\$41.17
Millwright Apprentice Year 1	3.50%	\$32.35	3.50%	\$33.49	3.25%	\$34.57
Millwright Apprentice Year 2	3.50%	\$34.27	3.50%	\$35.47	3.25%	\$36.62
Millwright Apprentice Year 3	3.50%	\$36.16	3.50%	\$37.43	3.25%	\$38.65
Millwright Apprentice Year 4	3.50%	\$38.07	3.50%	\$39.40	3.25%	\$40.68
Industrial Mechanic / Welder Fabricator	3.50%	\$33.38	3.50%	\$34.55	3.25%	\$35.67
Line Operator	3.50%	\$26.94	3.50%	\$27.88	3.25%	\$28.79
Poly Coordinator	3.50%	\$26.94	3.50%	\$27.88	3.25%	\$28.79

Material Handler 1	3.50%	\$26.94	3.50%	\$27.88	3.25%	\$28.79
Material Handler 2	3.50%	\$25.51	3.50%	\$26.41	3.25%	\$27.26
Material Handler 3	3.50%	\$24.41	3.50%	\$25.26	3.25%	\$26.08
Sanitation Labourer	3.50%	\$23.18	3.50%	\$24.00	3.25%	\$24.78
Mix Operator	3.50%	\$23.55	3.50%	\$24.37	3.25%	\$25.16
General Labourer 1	3.50%	\$23.18	3.50%	\$24.00	3.25%	\$24.78
General Labourer 2	3.50%	\$22.24	3.50%	\$23.02	3.25%	\$23.77
QA Technician	3.50%	\$26.31	3.50%	\$27.23	3.25%	\$28.12

Employees designated by the Company as Trainers (when paired with a Trainee) will be paid a one dollar (\$1.00) premium per hour worked.

Maintenance will be paid a percentage of the millwright classification if enrolled in a Company sponsored apprenticeship program. Employees presently in this category will remain at their current rate:

BENEFIT	Effective May 01, 2006 - Ingersoll full time Teamsters
Type of Program (Group RRSP, DPSP, CDPC, DBPC)	Canada Life Group Retirement Services: Registered Pension Plan
Contribution Levels (employee and employer)	Employee Required: 4% of earnings Employer Required: 4% of earnings Voluntary Employee contributions
Definition of Earnings	member's basic salary including overtime and excluding bonuses (Shift premiums included as basic salary) (fringe benefits/allowance not included)
Mandatory/Voluntary Plan	Voluntary for those hired before May 01/18 Mandatory for those hired after May 01/18
Who can participate	Full-Time Teamsters at Nortera Foods Inc.-Ingersoll location (there are no Part-Time employees in the bargaining unit but Part-Time employees if they existed would be eligible as per legislation)
Eligibility Period	Employees will be enrolled in the plan upon completion of six (6) months of employment.

Request To Switch Shifts

Week Ending _____

1st Employee's Names _____

Switching Shift

From _____

To _____

1st Employee's Signature _____

2nd Employee's Name _____

Switching Shift

From _____

To _____

2nd Employee's Signature _____

2nd Employee's Signature _____

No one can switch shifts until both parties sign this sheet and your supervisor approves it and returns a signed copy to both employees.

Requests not received at least five (5) days in advance will not be considered.

Supervisor's Signature _____

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their proper officers, this 21 day of MAY, 2024.

FOR THE COMPANY:

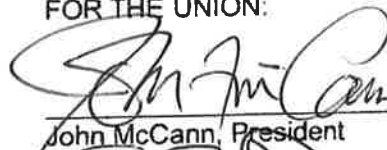


Carolina Flores, HR Manager



Adam Fontaine, Plant Manager

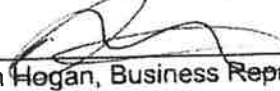
FOR THE UNION:



John McCann, President



Danny Mitchell, Secretary-Treasurer



Darren Hogan, Business Representative

LETTER OF UNDERSTANDING #1

(To form part of the Collective Agreement)

Between:

NORTERA FOODS INC.
Ingersoll, Ontario - Full Time
(The Company)

and

TEAMSTERS LOCAL UNION No. 879

(Affiliated with the International Brotherhood of Teamsters)

OVERTIME

This letter will confirm the understanding reached between the parties during negotiations whereby under Article 11.04, overtime will be offered equally amongst employees working in the same job classification.

List of employees by seniority in each classification will be posted. Overtime will be offered on the first occasion by seniority and thereafter by rotation starting with the employee next on the list. Overtime offered is considered worked.

Employees moving between classification will be placed last on the offering list of the classification into which they move.

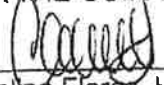
Employees returning to work due to layoff, leave of absence, sickness etc. will be credited with the highest overtime hours within the classification and positioned on the overtime offering list accordingly.

Overtime offered or worked outside of classification will not be included in hours offered or worked within employee's classification.

Overtime distribution lists will be posted in employees' department.

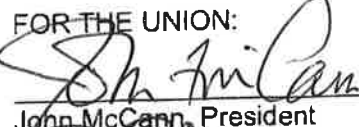
IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their proper officers, this 21 day of MAY, 2024.

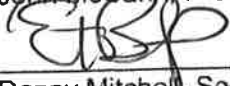
FOR THE COMPANY:

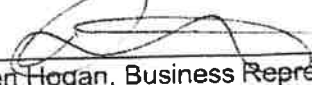

Carolina Flores, HR Manager


Adam Fontaine, Plant Manager

FOR THE UNION:


John McCann, President


Danny Mitchell, Secretary-Treasurer


Darren Hogan, Business Representative

LETTER OF UNDERSTANDING #2

(To form part of the Collective Agreement)

Between:

NORTERA FOODS INC.
Ingersoll, Ontario - Full Time

and

TEAMSTERS LOCAL UNION No. 879
(Affiliated with the International Brotherhood of Teamsters)

and

CHARLES RILEY

The Company recognizes the following employees who have been grand-fathered into the bargaining unit as members in good standing and as "Skill Trades" for the duration of the current Collective Agreement, and also for their length of employment with the Company and specifically at the location of 583278 Hamilton Road, Ingersoll, Ontario, Canada N5C 3K5.

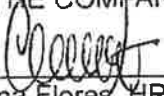
The positions are as follows:

Charles Riley - Millwright

These employees shall be paid in accordance with Schedule "A" of the current Collective Agreement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their proper officers, this 21 day of 2024th MAY, 2024.

FOR THE COMPANY:

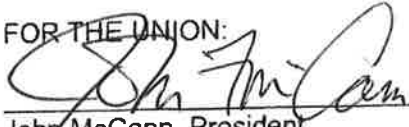


Carolina Flores, HR Manager



Adam Fontaine, Plant Manager

FOR THE UNION:



John McCann, President



Danny Mitchell, Secretary-Treasurer



Darren Hogan, Business Representative

LETTER OF UNDERSTANDING #3

(To form part of the Collective Agreement)
Between:

NORTERA FOODS INC.
Ingersoll, Ontario - Full Time

and

TEAMSTERS LOCAL UNION No. 879
(Affiliated with the International Brotherhood of Teamsters)

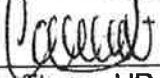
Re: ENGINEERS SHIFT SCHEDULE AND WORK WEEK

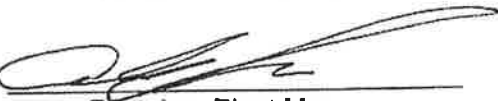
Both the Company and the Union agree that on a without prejudice and without precedent setting basis the following will apply to the Engineers covered under the current Collective Agreement.

1. The Engineers will be allowed to work five (5) twelve (12) hour shifts per work week, from June 1 to December 20 of each year.
2. This Letter of Understanding will only pertain to the Engineers.
3. A Work Schedule will be posted a month at a time for the Engineers.
4. All other provisions of the current Collective Agreement will apply.

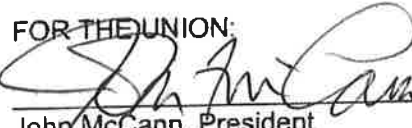
IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their proper officers, this 21 day of MAY, 2024.

FOR THE COMPANY:

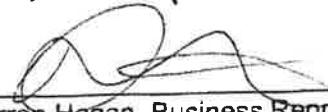

Carolina Flores, HR Manager


Adam Fontaine, Plant Manager

FOR THE UNION:


John McCann, President


Danny Mitchell, Secretary-Treasurer


Darren Hogan, Business Representative

LETTER OF UNDERSTANDING #4

(To form part of the Collective Agreement)

Between:

NORTERA FOODS INC.

(Quality Assurance Technicians, Cert.#3861-05-R)

and

TEAMSTERS LOCAL UNION No. 879

(Affiliated with the International Brotherhood of Teamsters)

1. In case of a layoff, there shall be no bumping into the "PACK-ROOM" and there shall be no bumping into the Quality Assurance Technician department.
2. The Company agrees that part-time, casual help and co-op students shall not circumvent the current Quality Assurance Technicians.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their proper officers, this 21 day of MAY, 2024.

FOR THE COMPANY:

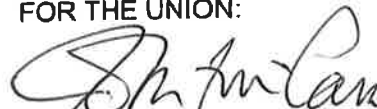


Carolina Flores, HR Manager



Adam Fontaine, Plant Manager

FOR THE UNION:



John McCann, President



Danny Mitchell, Secretary-Treasurer



Darren Hogan, Business Representative

LETTER OF UNDERSTANDING #5

(To form part of the Collective Agreement)

Between:

**NORTERA FOODS INC.
Ingersoll, Ontario - Full Time
(The Company)**

and

TEAMSTERS LOCAL UNION No. 879
(Affiliated with the International Brotherhood of Teamsters)

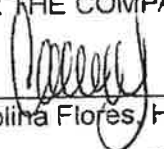
WEEKEND MATERIAL HANDLER 1

The parties agree that:

- For a one-year trial period, the permanent weekend postings for Material Handler 1 (formerly Lift Truck A) will be scheduled for all weekends, including those outside of the regular processing season. This trial period will be in effect from May 1st, 2024 to May 1st, 2025, notwithstanding Article 17.04.
- From January 1st to May 31st of each year the posted weekend drivers shifts will consist of one 8 hour shift on Friday, one 10 hour shift on Saturday and one 10 hour shift on Sunday for a total of 28 hours scheduled.
- From June 1st to December 31st of each year the posted weekend drivers shifts will consist of one 12 hour shift on Saturday and one 12 hour shift on Sunday for a total of 24 hours scheduled.
- On or before May 31st, 2025, the Logistics Union stewards and Company management will meet to review the effectiveness of the trial and determine whether to continue scheduling as per this Letter of Understanding, or revert to the original language of Article 17.04.
- If the Company position is not to extend this agreement further than May 1st, 2025, the affected employees shall report back into regular rotation based on the provided schedule.

IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their proper officers, this May 21st day of 2024.

FOR THE COMPANY:

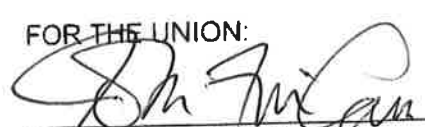


Carolina Flores, HR Manager

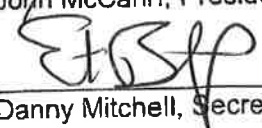


Adam Fontaine, Plant Manager

FOR THE UNION:



John McCann, President



Danny Mitchell, Secretary-Treasurer

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Darren Hogan, Business Representative