



COLLECTIVE AGREEMENT

BETWEEN

**NORTERA FOODS INC.
(Ingersoll – Processing – Seasonal)
(herein after referred to as the "Company")**

- and -

**TEAMSTERS LOCAL UNION 879
Affiliated with the International Brotherhood
(herein after referred to as the "Union")**

EXPIRES – APRIL 30, 2029

ARTICLE 1 - RECOGNITION

- 1.01** The Company recognizes the Union as the sole and exclusive collective bargaining agent for all seasonal employees of Nortera Foods Inc. at its frozen food plant in the Township of Southwest Oxford employed during the period between June 1 and December 20 and all employees of Nortera Foods Inc. - Ingersoll - Processing, at its frozen food plant in the Township of Southwest Oxford who are regularly employed for not more than sixteen (16) hours per week, save and except forepersons, persons above the rank of foreperson, and office, technical and sales staff, and all employees covered by existing collective agreements.
- 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 or equipment
 - c. Emergencies arising during the regular processing seasons
 - d. Emergency repairs.

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 this 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 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 application for membership in the Union and shall become and remain members of the Union in good standing as a condition of employment. The application for membership will be forwarded to the Union by the Company within fourteen (14) working days.

3.03 Probationary Periods

- a. Employees shall be considered probationary until placed on the seniority list. Such employee shall work under the provisions of the Agreement and shall be employed on a probationary basis three (3) months during which period they may be terminated or disciplined without recourse to the Grievance Procedure. The Company may not terminate such employee for the purpose of forcing an additional probationary period. Upon completion of the three (3) months, the employee shall either be terminated or placed on the regular seniority list as of the date of completion of their probationary period.

Scope of Union Dues Deductions

- b. The deduction of Union dues shall be made from every employee including, but not limited to, probationary employees. In the event that a probationary employee fails to complete their probationary period, Union dues will be deducted from their final pay cheque.
- 3.04** The Company agrees to deduct Union dues and 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 (10th) 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.

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 may elect or appoint and the Company will recognize three (3) shop Stewards. The duty of Stewards shall be to assist employees with interpretation and implementation of the Collective Agreement. There will be one (1) Steward per shift. The stewards will have steward seniority on that shift only. The steward shall not use their steward status for bumping to another shift when their shift is not running.
- 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 their regular Company duties, a Steward must obtain permission from their foreman or immediate supervisor to do so, and when resuming their regular duties they will report to their 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/committee negotiating persons for any time lost while handling grievances and during negotiations which occur during regular working hours.
- 5.06** The Union will have the right to post notices on a designated enclosed bulletin board 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 they have approval of a member of the plant management staff and that they report to reception upon arrival.
- 5.07** In accordance with the above, the Union representative shall have the right to meet with one (1) Steward only 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 providing they have informed the immediate supervisor.
- 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 per shift, the Steward's seniority will determine their preferential position for layoff.

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 originating supervisor. 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 originating Supervisor. The originating Supervisor shall give their written decision to the Steward within six (6) working days. Failing settlement, then:

Step 2 - By a conference between the employee, the Steward, 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. 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** a. The Board of Arbitration shall consist of three (3) Arbitrators, one to be appointed by each party to this Agreement, and the third to be selected by the two so appointed. The party desiring arbitration shall appoint their Arbitrator, and shall give notice in writing to the other party of such appointment, together with a written statement of the question to be arbitrated within ten (10) days after decision in Step 2. After receiving such notice in writing, the other party shall appoint an Arbitrator and give notice in writing to the other party within five (5) days. In the event of the two Arbitrators so appointed being unable, within ten (10) days, to select a third Arbitrator able and willing to act, either party may apply to the Minister of Labour for the Province of Ontario to appoint a Chairman of the Arbitration Board. The Board of Arbitration so constituted shall forthwith consider and determine the matters which have been submitted to it for disposal, and the decision of the majority of the members of the Board of Arbitration shall be final and binding on all parties concerned.

b. **Inside Board of Arbitration**

The Company agrees to the implementation of an Inside Board of Arbitration as set out in the Small Package Division.

- 6.05** Any grievance not processed from one step to the next or to Arbitration within ten (10) working days after the time specified 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** The 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 their wage rate and any other benefits that they are 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 is 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 them 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 dismiss any grievance contesting the decision.

- 6.09** If the Company or the Union decide 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 ten (10) 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** Any written reprimand placed on an employee's file shall be removed after twelve (12) months from date of the occurrence.
- 6.12** A copy of written reprimands to an employee will be forwarded to the Steward on that shift, and a copy sent to the Locals Union office.
- 6.13** The Company and the Union will set one (1) day aside each month for a grievance meeting if there are any grievances that month. This day will be mutually agreed upon.

ARTICLE 7 - PAID HOLIDAYS

- 7.01** All seasonal employees will be entitled to the ten (10) public holidays. The employee must meet the requirements as outlined in the *Employment Standards Act, 2000* in order to receive payments for the following public holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Family Day	Easter Monday

All employees on probation shall follow the Ontario Employment Standards Act, once finished their probationary period they shall follow the current Collective Agreement on the first full pay period.

Rate of pay to be eight (8) hour pay if above conditions are met.

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 3.03. Their seniority shall commence at the completion of their probation period.

- a) At Nortera Foods Inc., all Processing employees will be compelled to serve one probation period.

8.02 No bumping will occur if the expected duration of the layoff is twenty-four (24) hours or less. When it is necessary to lay off 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.

It is the responsibility of the employee to notify the supervisor of their intent to bump when notified of a layoff.

8.03 An employee shall lose their seniority standing, and their 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 fails to advise the Company of their availability to return to work within seven (7) days of receipt of notification to return at the start of the season. (If an employee is laid off at the end of the season, they will be notified of recall for the next season by the Company. Such notification will be registered mail, addressed to the last address on record with the Company.)

If the employee fails to report for their first scheduled shift of the season.

If the employee is laid off during the season and fails to return to work for their next scheduled shift after they have been personally notified to do so by the Company.

- d) If the employee overstays a leave of absence granted by 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.
- e) If the employee is laid off for a period of more than eighteen (18) months.

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

- 8.04** When a vacancy occurs in the full time bargaining unit, or a new job is created, such vacancy or new job will be posted according to Article 8.04 of the full time Collective Agreement. If no postings are received from the full time bargaining unit, the opportunity will be posted on the bulletin boards for a period of five (5) working days and will be filled within fifteen (15) working days after the initial five (5) day posting, and eligible employees from the seasonal bargaining unit 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 will be allowed a one (1) week familiarization period at the job rate of pay. Following the familiarization period, the probation period listed in Article 3.02 of the full time Collective Agreement will commence. Unsatisfactory progress may result in the employee being returned to their former classification in the seasonal bargaining unit maintaining their seniority.
- 8.05** A seniority list shall be placed on the Bulletin Board. Such lists will include the employee's seniority date with the Company. Copies of these lists will be forwarded to the Union and the Steward July 2 & December 20 of each year.
- 8.06** An employee temporarily transferred to another job, shall receive the higher of their own rate or that of the new job.
- 8.07** Employees displaced due to workplace restructuring will have the right to bump to a position that seniority and ability permits.
- 8.08** When referring to any Article in the Collective Agreement, unless specifically stated, seniority will be the governing factor.
- 8.09** Processing employees that are offered a lab position shall have the opportunity to take this promotion without loss of seniority as long as they return to the bargaining unit by the next season. The Company will supply the names of the successful candidates to the Union with start and end dates in those positions.
- 8.10** The Company agrees that no "Assistant Supervisor" will perform bargaining unit work covered under the Collective Agreement unless all union members have declined to work regrade or reblanch. Only in the event that union members decline such work will an Assistant Supervisor be contacted to perform these duties. The Company agrees that if a bargaining unit employee is awarded an "Assistant Supervisor" position they will lose all seniority and benefits.
- 8.11** The Company will offer each employee an opportunity to upgrade their skills in the following classifications: sanitation, tunnel and tunnel sanitation. This opportunity will be posted during annual recall and offered based on seniority, skill and ability.

This training will be scheduled during the processing season and those that acquire the necessary skills will be required to fulfill the requirements of the workplace when required.

- 8.12** Seasonal employees covered by this Agreement that agree to cover vacant shifts in the full time Collective Agreement without posting to a vacant position shall not be compelled to accept positions in the full time Collective Agreement or join the full time bargaining unit, notwithstanding Article 3.02 of the full time Collective Agreement. This does not limit the Company's ability to recall employee when work is available in emergency situations as per Article 1.02.

ARTICLE 9 - LEAVE OF ABSENCE

- 9.01** a) The Company may grant written leave of absence without pay to any employee for compassionate reasons.
- b) If a seniority employee wishes to return to school or intends to upgrade in a bona fide educational institution, the Company may, on a first-come first-served basis, grant a leave of absence providing there are enough employees remaining to complete the work available.

The employee will first make every effort to attend an upgrade outside the normal processing season.

Early returns to work from a leave of absence will be at the sole discretion of the Company.

- 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 one (1) week 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** Employees requesting appointment leaves will advise their Supervisor in writing (*with a form supplied by the Company*) three (3) working days before the leave. In the case where an employee does not receive written confirmation from their Supervisor, two (2) working days before the requested leave is to be taken, such leave will be considered granted.

ARTICLE 10 - VACATION PAY

- 10.1** Employees will be paid four percent (4%) vacation pay for all hours worked.
- 10.2** Employees having completed more than fifteen (15) years service will be paid six percent (6%) vacation pay for all hours worked.

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. It is recognized that during the processing season the work week shall be seven (7) days based on the perishable nature of the product.

- 11.02** a) The normal hours of work for all seasonal employees shall be forty-eight (48) hours per week.
- b) It is understood that the normal daily scheduled hours or normal work week may be varied.
- 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.

The Company will supply forms to request weekends off:

- 1) The form must be submitted no earlier than twenty-one (21) working days prior to the request being made, and no later than fourteen (14) working days.
 - 2) The Supervisor will accept the form, sign and return a copy to the employee to verify acceptance of the request.
 - 3) The Company will notify the employee no later than seven (7) days prior to the request of approval or disapproval.
 - 4) Where possible, employees will be scheduled for rotating day off each week.
 - 5) Additional days off will be subject to staffing requirements. All circumstances being equal, when more requests are submitted than can be granted, requests will be equalized.
- d) The Employer will notify the employees two (2) hours prior to a change in shift at the last phone number on record. The employee will provide at least two (2) hours notice of any absence.
- 11.03** When the re-grade operation runs from December 1st to June 30th, this work will be posted. When qualifications are equal, work will be offered in order of seniority.

This work will be posted by November 1st of each calendar year. Those employees who do not post or are not available will forego their statutory holiday entitlement under 7.01.

- 11.04** Overtime at the rate of time and one-half ($1 \frac{1}{2}$) the base rate will be paid to all employees for any work performed after forty-four (44) hours per week.
- 11.05** When overtime is necessary, employees who are posted to the job classification will be given the first opportunity, in order of seniority, to work the required overtime. If there are not sufficient persons willing to perform the required work, the least senior employee posted to the position on the shift will be required to work.
- 11.06** Recognizing the production requirements of the operation, employees who work a scheduled eight (8) hour shift (*three shifts per 24 hour period*) will receive a twenty (20) minute paid lunch period. Employees who work a scheduled eight and one-half ($8 \frac{1}{2}$) hour shift will receive a thirty (30) minute unpaid lunch period. The lunch period will be scheduled no sooner than three and one-half ($3 \frac{1}{2}$) hours into the shift and not later than five and one-half ($5 \frac{1}{2}$) hours. Employees who do not leave the plant during the lunch break will not be required to punch out.
- 11.07** Employees will be allowed 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. When emergency overtime is required, employees will be allowed a fifteen (15) minute rest period every two (2) hours worked in excess of the normal shift. When employees are on a ten (10) hour shift, they will receive a fifteen (15) minute paid break between the eighth (8th) and ninth (9th) hour.
- 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 lunch or rest periods must punch out and punch in on their return. No pay loss for punching out during paid rest periods or paid lunch periods will occur.
- 11.09** The Company agrees to give employees three (3) days notice of shift change where possible.
- 11.10** Scheduling of request days off will be at the discretion of the Company. The scheduling of days off will not be governed by seniority. The Company will attempt to distribute requested days off evenly amongst all employees who request them. The Company will establish the number of employees allowed off at any given time. This number will be based on production requirements and the availability of labour. All Processing Employees will have a set day off each week.

NOTE: The Company will attempt to accommodate employee requests for shift changes in cases of extreme hardship.

- 11.11** When it is necessary to layoff employees in excess of two (2) weeks (14 working days), the Company will submit a list of affected employees, in order of seniority, to the Local Union's office, to the attention of the Business Agent. This list will be posted on the Union Bulletin Board.
- 11.12** The Company will post all new positions or positions that become vacant during the processing season for a period of five (5) working days. When qualifications are equal, work will be offered in order of seniority. The Company will forward the names of the employees that posted to the Union. The Union Steward will have access to this information upon request. Both parties recognize that chemical training provided by the Company will remain in effect for two (2) years.

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 on Thursday for hours worked the previous week (Sunday to Saturday) by direct deposit. With a shortage of pay in excess of twenty-five dollars (\$25.00), the Company agrees to pay employees by initiating an off-cycle payment 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 fifty cent (\$0.50) shift allowance per hour worked. All hours worked between 11:00 p.m. and 7:00 a.m. will be paid a one dollar (\$1.00) shift allowance 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 straight 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 Posted Premium Positions

Lead Hand (corn, tunnel room and scalehouse)	\$1.50 + Base Rate
Tunnel Room Labourer	\$0.75 + Base Rate
Bobcat Operator	\$0.75 + Base Rate
Sanitation Labourer	\$0.75 + Base Rate

When an employee has completed chemical training, the Company shall supply a certificate of proof.

These positions, after being posted, will be paid a premium that will be listed in Article 12, section 12.04.

When jobs are to be designated by the Company (Supervisors), they will always take into consideration the employee's seniority.

ARTICLE 13 - HEALTH & WELFARE

13.01 The Company will pay the full cost of the EHT for all employees, as required by Ontario law.

13.02 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.

13.03 The Company agrees to introduce the safety committee either in person or by posted written notification.

13.04 a) At the discretion of the Company, employees will be provided with protective equipment and clothing suitable to the working condition (*this includes clothing for inclement weather, rain, snow and cold*). Employees will be responsible for maintaining and cleaning these items.

Employees are required to wear clean clothing free from tears, rips, fraying, and adhere to hygienic policies and procedures. All protective equipment and clothing issued to the employees must be signed for and remains the property of the Company. All Company issued items must be returned at the end of the processing season - personal hygienic items excluded. Damaged equipment, when it is not due to wilful damage, will be replaced free of charge by the Company. Failure to return Company-issued property will result in the employee reimbursing the Company.

NOTE: The Company will provide a covered smoke area for all processing employees in a designated area.

NOTE: Snow suits or coats only to be supplied by the Company when the inclement weather is a factor.

b) The Company agrees to pay every year an amount of two hundred dollars (\$200.00) for all employees for safety (CSA approved) boots and insoles, accompanied with receipt.

13.05 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 for 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, they shall be paid for the time involved and thus not lose any pay as a result of them taking a medical examination. One (1) 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 (1) week's notice of the medical examination with the doctor.

13.06 Company agrees to pay for employee training required by the Company or by law.

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

13.08 Each employee shall receive a voucher on an annual basis valued at one hundred dollars (\$100.00) to be used to purchase clothing. Upper garments must be embroidered with the Company logo and the provider is chosen by the Employer. The Company will include pants as an option on the voucher.

13.09 Seasonal Benefits Plan:

Overview of the program:

- 1. Benefits offered:
 - a) Life and AD&D insurance: fixed amount of \$30,000
 - b) Health care: Bronze option from the Flex program
 - c) Dental care: Bronze option from the Flex program
 - d) Telemedicine access
 - e) No Short-Term or Long-Term disability benefits
- 2. Coverage during the employment period exclusively, offered to seasonal employees with a minimum of a 6-months working period requirement per year.
- 3. Coverage not offered to Temporary Foreign Workers.
- 4. Waiting period of 3 months (served only once by seasonal employees, not required for subsequent years).

5. Cost of premium is 100% paid by the Employer.

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.

ARTICLE 15 - STUDENTS

- 15.01** Bona fide students may be hired on a full time basis for the summer months, from the third Saturday in June until Labour Day Monday in September. The students shall pay to the support of the Local Union as per the Collective Agreement, but no other provisions of this Agreement shall apply. They shall not interfere with the seniority rights and job conditions of any other bargaining unit employees. The Company will indicate on the check-off forms if such an employee is a student. After such time, students may be offered work through the end of the processing season providing it does not interfere with any other bargaining unit member's seniority rights and job conditions.
- 15.02** There will be a call-back list for students by the number of seasons worked. Students have to prove they are a bona fide student. Time worked as a student will not be considered probationary. Students will be called back based on satisfactory work performance.

ARTICLE 16- ADVANCEMENT FUND

- 16.01** The Company agrees to deduct two and one-half cents (\$0.025) per hour for all hours for which wages are payable for each employee to a maximum of forty (40) hours per week for all seasonal employees in the bargaining unit. Such monies deducted will be payable to the Local Union Industrial Advancement Fund by the 15th day of the month following to which they refer.

ARTICLE 17 - TERMS OF AGREEMENT

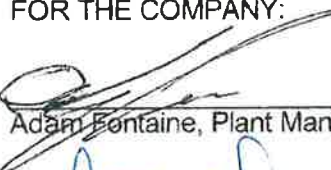
- 17.01** Unless changed by mutual consent, this Agreement shall continue in full force and effect from May 1, 2026 to April 30, 2029, and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other party in writing within a period of three (3) months immediately prior to the expiration date that it desires to amend the Agreement.

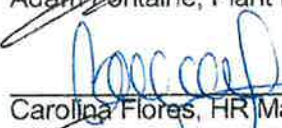
17.02 Negotiations shall begin within fifteen (15) days following notification for amendment as provided in the preceding paragraph.

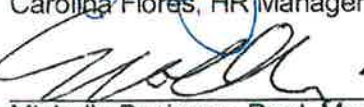
17.03 If, pursuant to such negotiations, an Agreement is not reached on the renewal or amendment of this Agreement, or the making of a new Agreement, prior to the expiry date, this Agreement shall continue in full force and effect until a new Agreement has been signed by the parties or until conciliation proceedings prescribed by the Ontario Labour Relations Act have been completed, whichever shall first occur.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be signed by their duly authorized officials, representatives, this 1st day of June, 2026.

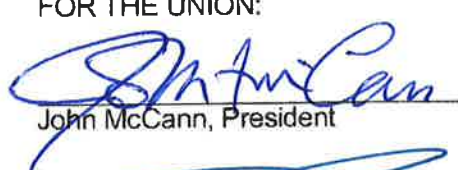
FOR THE COMPANY:


Adam Fontaine, Plant Manager


Carolina Flores, HR Manager


Michelle Papineau, Prod. Manager

FOR THE UNION:


John McCann, President


Jay Ross, Secretary-Treasurer


Darren Hogan, Business Agent

ARTICLE 18 - EXCESS OF FORTY-EIGHT HOURS

18.01 Teamsters Local Union 879 is the bargaining agent for the processing employees of Nortera Foods Inc. - Ingersoll. There is a Collective Agreement in place between the parties which expires on April 30th, 2029.

We understand that the Employer is applying to the Director, Employment Standards Branch, for approval concerning hours of work in excess of forty-eight in a week. We further understand from you that it is necessary for you to obtain agreement from the trade Union for this approval. Be advised as follows.

The Collective Agreement between the parties governs hours of work and overtime. The trade Union does not object to the Employers application for approval based on the following terms and conditions.

- 1) The Collective Agreement governs and the employer continues to abide by the terms and conditions therein. Nothing in this document amends, modifies or supercedes any of the provisions of the Collective Agreement.

- 2) The Employer does not violate the ESA concerning hours of work and overtime. Where the Collective Agreement provides a greater right or benefit than the ESA, the Collective Agreement takes place precedence.
- 3) Nothing compels any employee of the employer to work in excess of their regular hours outlined in the Collective Agreement, and nothing in this document changes the voluntary nature of the overtime provisions in the Collective Agreement.
- 4) The Employer continues its current practice of assignment of hours, requests for overtime, and payment therefore, in keeping with the terms and conditions of the Collective Agreement.

We have prepared this document strictly in order to comply with the ESA, on the understanding that any approval the Employer receives is still subject to compliance with the terms and conditions of their Collective Agreement.

SCHEDULE "A" - WAGE RATES

	Current Rate	Increase 2026	May 1, 2026	Increase 2027	May 1, 2027	Increase 2028	May 1, 2028	3 Year Cumulative
0-12 mths	\$17.77	3%	\$18.30	2.5%	\$18.76	2.5%	\$19.23	8%
13-60 mths	\$18.49	3%	\$19.04	2.5%	\$19.52	2.5%	\$20.01	8%
60+ mths	\$20.72	3%	\$21.34	2.5%	\$21.88	2.5%	\$22.42	8%

Increases will be awarded based on the greater of what is negotiated versus what is awarded through an increase to minimum wage.

Example: Negotiated rate is (x%) and the minimum wage increases by (x%) then the increase is the greater of the two.

LETTER OF UNDERSTANDING #1
(to form part of the Collective Agreement)

Between:

**NORTERA FOODS INC.
INGERSOLL -
PROCESSING**

and

TEAMSTERS LOCAL UNION 879

RE: LEAD HAND POSITIONS

A lead hand will be defined as a Union employee who may perform work and direct the work of other employees within the Processing Department only. They will not have the authority to hire, fire or discipline. They may relay operational instructions from Management to bargaining unit employees. They will not enjoy preferential treatment if they are subject to a lay-off, but will be laid-off in accordance with his Company seniority as per Article 8.02.

When Lead Hands are to be appointed by Management, they will be selected according to qualifications, as set by Management, and by seniority. It will be the sole responsibility of Management to make the final selection provided that, when qualifications are equal, the senior person will be given preference.

It is understood that the Lead Hand will be paid according to the premium wage table in 12.04.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be signed by their duly authorized officials, representatives, this 15th day of June, 2026.

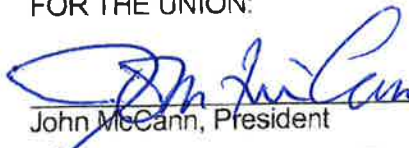
FOR THE COMPANY:


Adam Fontaine, Plant Manager


Carolina Flores, HR Manager


Michelle Papineau, Prod. Manager

FOR THE UNION:


John McCann, President


Jay Ross, Secretary-Treasurer


Darren Hogan, Business Agent

LETTER OF UNDERSTANDING #2
(to form part of the Collective Agreement)

Between:

NORTERA FOODS INC. INGERSOLL - PROCESSING

and

TEAMSTERS LOCAL UNION 879

**PEOPLE EMPLOYED UNDER & PURSUANT
TO THE GOVERNMENT PLAN**

Re: Off Shore Workers

It is understood by both the Company and the Union that due to the rules governing "off shore workers", that all provisions of the Collective Agreement apply except Article 8.04 and Article 11.03.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be signed by their duly authorized officials, representatives, this 1st day of June, 2026.

FOR THE COMPANY:



Adam Fontaine, Plant Manager

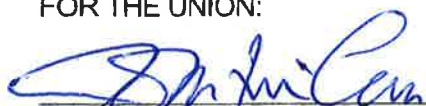


Carolina Flores, HR Manager

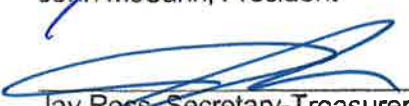


Michelle Papineau, Prod. Manager

FOR THE UNION:



John McCann, President



Jay Ross, Secretary-Treasurer



Darren Hogan, Business Agent

LETTER OF UNDERSTANDING #3
(to form part of the Collective Agreement)

Between:

NORTERA FOODS INC. INGERSOLL - PROCESSING

and

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

**SATURDAY AND SUNDAY PROCESSING WORK
FOR PROBATIONARY PACKAGING EMPLOYEES**

Processing employees who apply for a Full Time (Packaging) job posting, and who are awarded the posting will be eligible to do relief work in Processing on weekends.

The following conditions will apply:

1. Once the employee has successfully completed their probationary period, they will no longer be eligible to work in Processing.
2. There will be no bumping of Processing employees. The positions available will be for relief only.
3. Employees who wish to perform weekend relief work must notify the Company of their availability at the time the posting is awarded. Their name will then be placed on a call-in list.
4. Weekend relief work will be offered to packaging probationary employees on the basis of seniority.
5. The work must not interfere with the employee's ability to perform their regularly scheduled job in Packaging.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be signed by their duly authorized officials, representatives, this 1st day of June, 2026.

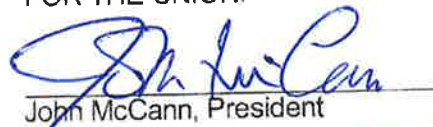
FOR THE COMPANY:


Adam Fontaine, Plant Manager


Carolina Flores, HR Manager


Michelle Papineau, Prod. Manager

FOR THE UNION:


John McCann, President


Jay Ross, Secretary-Treasurer


Darren Hogan, Business Agent

LETTER OF UNDERSTANDING #4
(to form part of the Collective Agreement)

Between:

**NORTERA FOODS INC.
INGERSOLL - PROCESSING**

and

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

ASSISTANT SUPERVISORS

The Company recognizes the following employees who have been grandfathered into the bargaining unit as members in good standing and as "sanitation lead hands" 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:

Jim Martelle – Sanitation Lead Hand
Karen Armstrong – Sanitation Lead Hand

These employees shall be paid in accordance with Schedule "A" – Wage Rates and Premium Posted table found in Article 12.04.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be signed by their duly authorized officials, representatives, this 1st day of June, 2026.

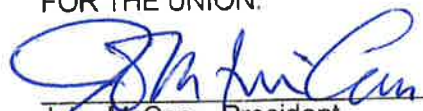
FOR THE COMPANY:

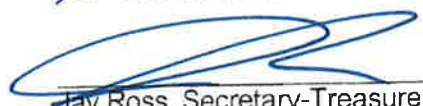

Adam Fontaine, Plant Manager


Carolina Flores, HR Manager


Michelle Papineau, Prod. Manager

FOR THE UNION:


John McCann, President


Jay Ross, Secretary-Treasurer


Darren Hogan, Business Agent