

COLLECTIVE AGREEMENT

BY AND BETWEEN:

BONDUELLE CANADA INC.,
Lethbridge Processing Plant
(hereinafter referred to as the Employer)

and

MISCELLANEOUS EMPLOYEES,
TEAMSTERS LOCAL UNION 987
(hereinafter referred to as the Union)

EFFECTIVE: March 6, 2019
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Table of Contents

ARTICLE 1 - INTENT AND PURPOSE.....	1
ARTICLE 2 - BARGAINING AGENT	1
ARTICLE 3 - UNION ESTABLISHMENT.....	1
ARTICLE 4 - DEDUCTION OF UNION DUES.....	1
ARTICLE 5 - MANAGEMENT	1
ARTICLE 6 - BUSINESS AGENTS' RIGHTS AND UNION MEETINGS	2
ARTICLE 7 - HOURS OF WORK AND OVERTIME	2
ARTICLE 8 - WAGES AND CLASSIFICATIONS.....	5
ARTICLE 9 - ANNUAL VACATION.....	8
ARTICLE 10 - STATUTORY HOLIDAYS	11
ARTICLE 11 - SENIORITY	12
ARTICLE 12 - GRIEVANCE PROCEDURE AND ARBITRATION.....	15
ARTICLE 13 - SHOP STEWARDS.....	17
ARTICLE 14 - STRIKES AND LOCKOUTS	17
ARTICLE 15 - CAUSE FOR DISMISSAL	17
ARTICLE 16 - LEAVE OF ABSENCE.....	17
ARTICLE 17 - MUTUAL INTEREST	18
ARTICLE 18 - HEALTH AND WELFARE: Full-Time and Part-Time employees	19
ARTICLE 19 - DURATION, TERMINATION AND AMENDMENTS.....	21
APPENDIX "A" - CLASSIFICATION & WAGE RATES.....	23
LETTER OF UNDERSTANDING #1	26
Re: Leadhands' Responsibilities	
LETTER OF UNDERSTANDING #2	27
Re: Fresh Pack Schedule	
LETTER OF UNDERSTANDING #3	30
Re: Start Time After Vacation	
LETTER OF UNDERSTANDING #4	31
Re: Down Day	
LETTER OF UNDERSTANDING #5	32
Re: Overtime Bank	
LETTER OF UNDERSTANDING #6	33
Re: Pension Plan	

ARTICLE 1 - INTENT AND PURPOSE

1.01 Whereas, the Company and the Union desire to cooperate in establishing and maintaining conditions which will promote and improve industrial and economic relations between the Company and the employees covered by this Agreement, and set forth rates of pay, hours of work and provide methods for a fair and peaceable adjustment of all disputes which may arise between them, so as to secure full employment, unrestricted operations and general stabilization of employment.

ARTICLE 2 - BARGAINING AGENT

2.01 The Union is recognized as the sole Bargaining Agent for all employees coming within the description of the unit of employees described in the certification issued by the Board of Industrial Relations.

ARTICLE 3 - UNION ESTABLISHMENT

3.01 Every employee who is now or hereafter becomes a member of the Union shall maintain his or her membership in the Union as a condition of his or her employment, and every new employee whose employment commences hereafter shall, within fifteen (15) days after commencement of his or her employment, apply for and maintain membership in the Union as a condition of employment.

ARTICLE 4 - DEDUCTION OF UNION DUES

4.01 Upon written request from the employee, the Company agrees to deduct the Initiation Fees and Monthly Dues as determined by the Union from each employee. The Company agrees to remit same to the Secretary-Treasurer of the Union on or before the fifteenth (15th) day of each month.

ARTICLE 5 - MANAGEMENT

5.01 The Management of the Company and the direction of the working force, including the right to plan, direct and control the Company operations; to maintain discipline and efficiency of the employees, and to require employees to observe Company rules and regulations; to hire, lay-off, or relieve employees from duties; to promote and transfer subject to the provisions of Article 11, Seniority; suspend and discharge employees for just cause, are in the sole right and function of the Employer.

5.02 Management shall have the sole right to demote for proper cause. Demotion for other reasons shall be subject to the same principles as used for promotion in Article 11.

- 5.03 The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically covered in this Agreement.
- 5.04 The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Union.
- 5.05 It is the sole right and function of the Company to designate and change the hours of operation of the Plant and Warehouse and the hours of work of each employee.

ARTICLE 6 - BUSINESS AGENTS' RIGHTS AND UNION MEETINGS

- 6.01 The authorized Business Agent or Representative of the Union shall be permitted to briefly visit members regarding Union business during working hours, provided such brief visits are approved by Management, and do not negatively impact on the employees' productivity.
- 6.02 The Union agrees that it will not call any meeting of its members who are employees of the Company during any hours which will interfere with the operations of the Company.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

- 7.01 The schedules will be posted on the previous Thursday, for the next week, by 12:00 pm. It is understood that the Company will have the right to adjust the schedules as necessary due to operational needs.

The basic workweek or a normal week shall be forty (40) hours worked at eight (8) hours per day for five (5) days per week or as determined by the Company, ten (10) hours per day for four (4) days per week. Employees will be notified that they are working either five (5) eight (8) hour days per week or four (4) ten (10) hour days per week prior to the start of the first shift of that week.

The maximum regular hours of work shall be ten (10) hours per day, and forty (40) hours per week.

- 7.02 Employees instructed to report for work shall be paid a minimum of four (4) hours pay at the employees' regular rate of pay if the employee commences work, or two (2) hours pay if the employee reports and is unable to commence work.
- 7.03 In cases of Plant breakdown, employees will be paid for waiting time if instructed to stay.

- 7.04 (a)** Each employee shall take one (1) lunch period of not less than thirty (30) continuous minutes, and not more than one (1) hour during any one (1) work shift, and no employee shall be compelled to take more than one (1) continuous hour during such period, nor to take any part of such continuous hour before he or she has been on duty for four (4) hours, or after he or she has been on duty for five (5) hours for eight (8) hour shifts and six (6) hours for ten (10) hour shifts.

Notwithstanding the foregoing, when inclement weather and field conditions restrict the delivery of product to the Plant, or in the event of machinery/equipment breakdown, lunch may be scheduled as early as three (3) hours after an employee's starting time.

- (b)** Employees, who are working a normal eight (8) hour shift, shall receive two (2) fifteen-minute rest periods, one in the first half of the shift; the other in the second half of the shift. Employees, who are working a normal ten (10) hour shift, shall receive two (2) twenty (20) minute rest periods with pay, one (1) in the first half of the shift and the other in the second half of the shift.
- (c)** When an employee is required to work more than one (1) hour overtime continuous with their regular shift, they shall receive one (1) fifteen (15) minute rest period, with pay, to be scheduled by the Employer as near to the commencement of the overtime period as practical. In the event that the overtime work continues beyond the first one (1) hour period, employees shall receive an additional fifteen (15) minute paid rest period for each two (2) hours of overtime worked thereafter.

- 7.05** Full-time employees will be given the option of commencing their shift at their scheduled start time if they choose to work on a "down day" during Fresh Pack season.

The employer will endeavour during the twelve (12) hour shift rotation not to cancel shifts for full-time or part-time employees unless extreme weather, equipment malfunctions or non harvesting statutory holidays.

- 7.06** Employees shall be notified at the end of their shift the starting time of their next shift.

- 7.07** When it is practical and consistent with the efficient operation of the Plant, shifts will be staffed on a rotating basis.

- 7.08** Employees will have the opportunity to request a day off. Requests will be considered on their merits, subject to the operational requirements of the Plant. All requests for a day off must be submitted to the Direct Supervisor in writing at least one (1) week in advance.

7.09 Overtime

All hours worked in excess of those as set forth in Article 7.01 shall be deemed as overtime and paid at the rate of one and one-half (1 ½) times the employee's regular rate.

No employee shall be allowed to work or volunteer to work for more than twelve (12) hours on any shift.

Overtime shall be calculated and paid on the basis of daily or weekly hours of work, but not a combination of both.

7.10 (a) Where overtime is required other than at the end of a normal shift, it will be distributed in the following order, starting with the most senior employee on the overtime list:

- i)** Full-time employees in the Department who are qualified and available to perform the work,
- ii)** Part-time employees in the Department who are qualified and available to perform the work,
- iii)** Full-time employees outside the Department who are qualified and available to perform the work,
- iv)** Part-time employees outside the Department who are qualified and available to perform the work,
- v)** Seasonal employees who are qualified and available to perform the work.

An overtime availability list will be provided each week for employees to indicate their availability for overtime in the following week. Employees who do not indicate their availability for overtime prior to Thursday at noon will not be eligible to claim hours for overtime.

(b) Where overtime is required at the end of a normal shift, it will be offered in order of seniority as follows:

- i)** Full-time employees on shift in the Department who are qualified and available to perform the work,
- ii)** Part-time employees on shift in the Department who are qualified and available to perform the work,
- iii)** Seasonal employees on shift in the Department who are qualified and available to perform the work,

- iv) Full-time employees outside the Department who are qualified and available to perform the work,
- v) Part-time employees outside the Department who are qualified and available to perform the work,
- vi) Seasonal employees outside the Department who are qualified and available to perform the work.

This would include any employee from another Department who is temporarily assigned to work in the Department in excess of fifteen (15) minutes during the day, and is on shift in the Plant when the overtime is being offered. Employees whose regular shift has not ended at the time of the overtime will be excluded.

Employees will have the option of declining overtime at the end of the shift provided there are sufficient, qualified employees at work who are prepared to work the required overtime. If there are still not enough employees to perform the work to be done, employees in the Department may be required to stay in reverse order of seniority.

(c) The Departments will be identified as follows:

- Maintenance Department
- Shipping Department
- QA Department
- Production Department
- Field Shop
- Engineering
- Master Sanitation

(d) It is further understood that (a) and (b) above will not apply to overtime available in the Field Shop Department and Seasonal Field Operation. Field Shop employees and Seasonal field employees will not be eligible for overtime available in the Plant and Plant employees will not be eligible for overtime available in the field operation.

ARTICLE 8 - WAGES AND CLASSIFICATIONS

Each employee, coming under this Agreement, shall be governed by the classifications and wage rates as set out in Appendix "A".

8.01 Sunday Premium

All employees, who work on Sunday shall receive, in addition to their straight-time hourly rate, a premium of one dollar (\$1.00) per hour, for each hour worked on Sunday.

8.02 Shift Differential, Freezer Pay and Leadhand premiums

A premium of eighty-five (\$0.85) cents will be paid for each hour worked in the freezer.

A shift differential of sixty-five (65¢) cents will be paid for each hour worked between 6:00 PM and 6:00 AM.

A premium of three (\$3.00) dollars will be paid for each hour worked in the Lead Hand 1 designation.

A premium of one (\$1.00) dollar will be paid for each hour worked in the Lead Hand 2 designation.

8.03 Tool Allowance

Non-probationary employees requiring tools to perform their job duties whose tools have been duly inventoried including type and make, will be entitled to have said tools replaced if they are lost or broken while performing their duties. Replacement tool shall be of the same type and make of the original tool that was inventoried. The Company has the right to ensure the genuineness of such loss or breakage.

8.04 Call-Back and On-Call

(a) Call-Back

Any employee called back to work after he/she has completed their regular scheduled shift shall be paid the greater of:

- i)** four (4) hours at their regular, straight-time rate of pay;

OR

- ii)** one and one-half (1 ½) times their regular rate of pay for actual hours worked.

(b) On-Call

An employee who is required to be On-Call, that is people who are required to be available by the phone to be contacted and required to come into work, shall receive the following in addition to the employees' regular rate:

- i)** Weekly rate (Monday through Sunday) is seventy-five (\$75.00) dollars per seven (7) day week

- ii) Weekly rate for a week that includes a holiday day (Monday through Sunday) is one hundred (one hundred (\$100.00) dollars) dollars per seven (7) day week
- iii) Weekend rate (Saturday & Sunday) is thirty (\$30.00) dollars
- iv) Weekend rate plus the holiday day (Saturday & Sunday plus the Monday/Friday holiday day) is forty-five (\$45.00) dollars.

An on-call schedule shall be posted and maintained by the employer on a monthly basis during Fresh pack. An employee who is on-call will still receive a call-back rate if they need to come to the Plant. Employees chosen to be on-call shall be done so primarily by skill set. The expectation for an employee on-call is being fit and able to be at work during the on-call period and able to be at the Plant within a one half (½) hour time period from time of call.

(c) Out of Plant Assistance

When an employee is required to troubleshoot, or problem solve an issue over the telephone, text or email; the employee shall be paid two (2) hours at their regular hourly rate. The call must have prior authorization from the Manager, Supervisor or Lead Hand. Employees which are already getting the on-call premium would not be eligible for out of plant assistance rates.

8.05 Weekly Pay

Employees shall be paid weekly, by direct deposit, not later than Thursday (no later than Friday on a Statutory Holiday week), following the Saturday payroll ending. It is understood Management may change this arrangement upon not less than ninety (90) day's prior notice to the Union. If there are any changes made to an employee's timecard the employee must be notified of the change.

8.06 If a full-time employee works in a classification paying a lesser rate of pay than their normal classification, his/her rate shall not be reduced until after a period of thirty (30) working days.

If a full-time employee works in a classification paying a lesser rate of pay than their normal classification for a period exceeding thirty (30) working days and; consequently, has their hourly rate reduced he/she shall not re-qualify for the protection of this Clause until they have worked more than five (5) consecutive scheduled days again their normal classification.

8.07 Credit for Previous Experience

If an employee, who has previously worked for Bonduelle Canada Inc. (Lethbridge Processing Plant), is rehired in the following year, the Company will credit that employee with the previous consecutive years' experience for the sole purpose of establishing the current rate of pay.

If an employee is appointed to a full-time position with previous outside experience, Management will have the sole right to credit them with hours towards the wage pay scale.

8.08 Severance Pay - Plant Closure

In the event that there is a permanent Plant closure causing a regular full-time employee with one (1) or more years' service to lose their employment, the Company agrees to pay such an employee one (1) week's severance pay for each year of continuous, full-time service, to a maximum of fifteen (15) weeks' pay.

This Clause does not apply to a temporary layoff or full-time employee who accepts other employment with the Company outside the jurisdiction of the Agreement.

The weeks of severance pay plus earned vacation will not exceed the number of weeks remaining to the employee's normal retirement date.

In order to qualify for severance pay, the employee shall continue to work in a satisfactory manner as long as required.

ARTICLE 9 - ANNUAL VACATION

9.01 Full-Time Employees

- (a) A "year of service" for the purpose of paid full-time vacation shall mean eighteen hundred (1800) hours of actual work with the Employer during the calendar year (JANUARY 1st - DECEMBER 31st).

As of 2017, vacation that is not accumulated will no longer be given. All employees will have to accumulate vacation before taking them. Vacation compensation pay will be calculated on the earnings of the previous calendar year multiplied by the employee's percentage of qualified vacation entitlement.

- (b) For the purpose of this Article a "year of service" for employees who have maintained full-time status shall include:
- i) paid full-time vacation
 - ii) absence while on Workers' Compensation Claim up to six (6) months
 - iii) paid sick leave and Weekly Indemnity claims to a maximum of two hundred and forty-eight (248) hours

- iv) paid statutory holidays
- v) hours of actual work
- vi) educational leave

9.02 Full-time employees shall have the opportunity to schedule their vacation during the period January 1 to December 31. Each full-time employee shall choose his/her vacation in accordance with his/her seniority providing replacements are available who can meet the requirements of the job to be filled.

The employee and Management shall endeavour to arrange the vacation schedule to the convenience of both the employee and the Company. Should a disagreement occur then the Company, the Shop Steward, and the employee will meet to rectify the situation. At the time the vacation selection process is started, the Company will clearly indicate the first week of Fresh Pack and notify employees that vacations may be restricted that week.

If the Company decides to have a scheduled Plant shut down, these dates will be determined by the Company and posted during the vacation planning process. The employees shall have the opportunity to use banked over time, banked statutory holidays or vacation if they have a desire to be paid during this shut down.

- 9.03**
- (a) Each full-time employee, on completing one (1) year continuous service with the Company, shall be entitled to two (2) weeks' vacation with pay.
 - (b) Each full-time employee, on completing three (3) years continuous service with the Company, shall be entitled to three (3) weeks' vacation with pay.
 - (c) Each full-time employee, on completing eight (8) years continuous service with the Company, shall be entitled to four (4) weeks' vacation with pay.
 - (d) Each full-time employee, on completing fourteen (14) years continuous service with the Company, shall be entitled to five (5) weeks' vacation with pay.
 - (e) Each full-time employee, on completing twenty (20) years continuous service with the Company, shall be entitled to six (6) weeks' vacation with pay.
 - (f) Each full-time employee, on completing twenty-five (25) years continuous service with the Company, shall be entitled to seven (7) weeks' vacation with pay.

New employees hired after June 12th, 2016 will be entitled to a maximum of five (5) weeks after fourteen (14) years.

Each full-time employee will be allowed to schedule up to three (3) weeks' vacation at a time. Once all full-time employees have chosen their initial three (3) weeks, remaining

weeks will be chosen by seniority. Vacation weeks may be scheduled consecutively if available.

9.04 During the course of a working year, in respect of which an employee has not received an annual vacation, the Employer, shall, on the cessation of employment, pay to the employee in lieu of an annual vacation to which he/she may be entitled, and in addition to all other amounts due to him/her as follows:

- (a) In the case of an employee entitled to two (2), three (3), four (4), five (5), six (6) or seven (7) weeks of vacation, an amount equal to four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%), and fourteen percent (14%).
- (b) Vacation pay for part-time and seasonal employees, will be paid as outlined in the Employment Standards Code of Alberta. Seasonal employees shall receive their vacation pay within two (2) weeks of either the completion of the Fresh Pack season or termination of employment. Part-time employees will receive their vacation pay by the last week of February, or in the case of termination, within two (2) weeks of their termination date
- (c) Notwithstanding the foregoing, the Employer may elect to pay vacation pay to seasonal and part-time employees on a weekly basis.

9.05 Full-time Vacation Entitlement Retention

A full-time employee who fails to complete a “year of service” in the current vacation year will be allowed to take any full-time vacation benefit earned in the previous year. A full-time employee who has been reduced to part-time status shall not accrue additional full-time vacation credits and entitlement until he/she has once again completed a “year of service”. Furthermore, a full-time employee who has been reduced to part-time status shall be allowed to retain their previous applicable vacation pay percentage and shall be paid vacation pay at the applicable rate of the total salary and wages earned by him/her for which no vacation allowance has been paid. However, a full-time employee who has maintained continuous seniority with the Company, but who has had their period of full-time employment interrupted by a period of part-time employment shall, upon resumption of full-time status, be credited with any previously earned full-time vacation entitlement.

ARTICLE 10 - STATUTORY HOLIDAYS

10.01 Each full-time employee shall be entitled to the following Statutory Holidays with pay:

New Year's Day
Family Day
Good Friday
Victoria Day
Canada Day
August Civic Holiday
Labour Day
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

Provided that the employee has worked his/her regular scheduled workday before and after the holiday and has worked in the pay period in which the holiday occurs.

Should the Provincial Government enact legislation that repeals Family Day, that general holiday will be deleted from the Collective Agreement.

Employees absent due to illness certified by a medical note and pre-approved leave of absence will be paid for the statutory holiday. The medical note must be dated the day of the absence or illness.

10.02 Should it be necessary to work any of the above days, one (1) of the following alternatives may be adopted by mutual agreement:

- (a) Employees entitled to Statutory Holidays with pay, if required to work on the Holiday, shall receive an addition to their regular pay for the Holiday, additional pay at one and one-half (1 ½) times the hourly rates for each hour worked on the Holiday.
- (b) When a Statutory Holiday occurs, during a full-time employee's vacation, an extra day's vacation shall be granted in lieu of same.

10.03 Part-time and Seasonal employees

A part-time or seasonal employee shall be entitled to Statutory pay if they:

- (a) have worked two hundred and forty (240) hours in the preceding twelve (12) months prior to the holiday,
- (b) work their last regular scheduled work day before and after the holiday

- (c) work in the pay period in which the holiday occurs.

Statutory Pay for Seasonal Employees will be calculated based on their average weekly hours worked in the previous four (4) weeks as follows:

Eight (8) hours pay for thirty-two (32) hours worked or more

Six (6) hours pay for less than thirty-two (32) hours worked

Four (4) hours pay for less than twenty (20) hours worked

Zero (0) hours pay for less than twelve (12) hours worked

ARTICLE 11 - SENIORITY

11.01 Definition of employees - full-time

A full-time employee is one who holds a posted position in accordance with Article 11.07 and normally works forty (40) hours per week.

11.02 Definition of employees - Part-time

There will be three (3) part-time employees. The Company will appoint these employees. If any of these employees are promoted to full-time or leave the employ of the Company, then the Company will have two (2) weeks to appoint employees to the vacated position(s).

Employees appointed to part-time, will be on a trial basis for up to forty (40) working days. If they cannot perform the job satisfactorily, they will be returned to a seasonal position. Notwithstanding the foregoing, should an employee fail to demonstrate his/her competence, prior to the expiry of the forty (40) working day trial period, then the Employer shall have the right to return the employee immediately.

When a part-time employee works the basic work week for sixteen (16) weeks out of twenty-one (21) consecutive weeks commencing the first full week in December exclusive of replacement hours caused by the absence of another employee who is absent due to W.C.B., W.I., LTD, Vacation, or other Leaves of Absences, a full-time position will be deemed to exist and will be filled in accordance with Article 11.07.

11.03 Definition of employees - Seasonal

A seasonal employee is one who has not been credited with seniority.

No seasonal employees shall be employed by the Company thirty (30) working days before or forty (40) working day after the Fresh pack season in the Plant or field shop.

11.04 Part-time Seniority

An employee shall be on probation and shall not have any seniority with the Company until he/she is appointed to a part-time position or to a full-time position.

A maximum of one (1) employee will be appointed to the part-time seniority list on any one day to avoid two (2) employees having identical part-time seniority dates.

11.05 Full-time Seniority

A part-time employee will be credited with a full-time seniority date when he/she is appointed to a full-time job and has completed the thirty (30) working day trial period defined in 11.07.

The seniority lists shall contain the names of the employees and the date they have credited with part-time or full-time status.

Within ten (10) days after the signing of this Agreement, the Company will post seniority lists for full-time and part-time employees.

11.06 Seniority shall prevail in all vacancies, promotions, layoffs, and rehire, with the senior employee having preference providing he/she is capable of performing the duties of the job, with fitness, merit and ability being relatively equal, but shall not apply to seasonal help, and the Company may lay-off and hire seasonal help without reference to seniority.

Notwithstanding the foregoing, Article 11.06 shall apply for the Field Shop Department only within their own Department.

11.07 Job Postings

When regular job vacancies occur and the Employer requires replacements and when the Employer creates new regular job classifications, they shall be posted within five (5) days on the Bulletin Board for a period of five (5) working days, during which time applications may be made by the employees. Employees who are on vacation shall have the right to bid on any job vacancy that occurred while they were away from work provided, they do so within three (3) working days of their return. The successful applicant shall be informed within a period of a further seven (7) days. Temporary appointments shall be made by the Employer pending receipt of applications. If there is not a suitable applicant, the Company may transfer or promote an employee from any other Department or hire a person to fill the job.

Temporary appointments, which can be expected to be of one (1) week's duration or longer, shall be discussed with the Shop Steward prior to the appointment being made.

An employee, receiving a new job or promotion, will be on a trial basis for up to thirty (30) working days. If they cannot perform the job satisfactorily, they shall be returned to their prior job. Notwithstanding the foregoing, should an employee fail to demonstrate his/her competence, prior to the expiry of the thirty (30) working day trial period, then the Employer shall have the right to return the employee to his/her classification immediately. An employee receiving a new job or promotion will not be eligible to post for a lateral or lower job posting for a period of six (6) months.

If an employee is hired from outside the Company to fill the position, the new employee shall be on probation for the first sixty (60) days worked. The decision as to whether or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Article 12 of this Collective Agreement.

In the case of job postings, full-time employees will be considered before part-time employees.

- 11.08** The Company shall rehire on the seniority basis, employees laid off, providing the employee is qualified to fill the job available. The employees shall notify the Company of their address while laid off, if they wish to be rehired.
- 11.09** The seniority of an employee shall be considered broken, all rights forfeited and the Company is under no obligation to rehire when he/she:
- (a) Voluntarily leaves the service of the Company or is discharged for proper cause.
 - (b) Fails, after three (3) days' notice, to return to work when recalled. Notice by the Company will consist of addressing a letter to the individual at his last known address and furnishing a copy thereof to the Union office.
 - (c) Has been out of the employ of the Company for a period of six (6) months or longer.
 - (d) Fails to show up for work for three (3) consecutive shifts without a valid reason, sufficient proof or proper prior notice.
- 11.10** Employees on approved leave of absence, due to occupational accident or sickness, shall be continued to be employed by the Company for a period of one (1) year. Any additional period shall be mutually agreed
- 11.11** An employee shall not suffer a loss of seniority for absence due to vacation or work-related injury. All time lost up to thirty-one (31) consecutive days as a result of non-work-related illness or injury shall count toward determining an employee's seniority.
- 11.12** An employee who is promoted to a Management position shall not lose their Bargaining Unit seniority, nor shall they continue to accumulate Bargaining Unit seniority for the first six (6) months after leaving the Bargaining Unit.

11.13 Where the Employer requires full-time employees to be temporarily assigned from a posted position to a lower classified position, it will endeavour to assign the junior qualified employee giving consideration to the efficient operation of the Plant and availability of qualified replacements.

ARTICLE 12 - GRIEVANCE PROCEDURE AND ARBITRATION

12.01 Any complaint, disagreement or difference of opinion between the Company, the Union, or the employees covered by this Collective Agreement, which concerns the interpretation or application of the terms and provisions of this Contract shall be considered a grievance. Any employee, the Shop Steward, the Union, or the Company may present a grievance. Any grievance, which is not presented within thirty (30) calendar days following the event, giving rise to such grievance, shall be forfeited and waived by the aggrieved party.

12.02 The normal procedure for adjustment of grievances shall be as follows:

Step One: By discussion between the employee and/or Shop Steward and his immediate supervisor. If a satisfactory settlement cannot be reached within five (5) working days; then the matter may be advanced to Step Two.

Step Two: The employee and the Steward may then take the matter up with the Plant Superintendent. If a satisfactory settlement cannot be reached within five (5) working days from the start of Step Two; then the matter may be advanced to Step Three.

Step Three: The grievance shall be submitted, in writing specifying the Clause or Clauses violated, to the Plant Manager on a form supplied by the Union for discussion between the Plant Manager, Shop Steward, and the Union Representative. If a satisfactory settlement cannot be reached within five (5) working days of the start of Step Three; then the grievance may be advanced to Step Four.

Step Four: The Union Representative or Representatives may take the matter up with the Company official designated by the Company to handle Labour Relations matters. If a satisfactory settlement cannot be reached within thirty (30) working days, the matter may then be referred to the Board of Arbitration as established by Article 12.03 or, by mutual agreement, to a Single Arbitrator. Grievances that are not submitted to arbitration within thirty (30) working days of when the Company responds to the grievance under Step Four, will be considered abandoned. In addition, by mutual agreement, the matter may be submitted to Mediation in an attempt to resolve the grievance.

The above time limits may be extended by mutual agreement. For the purposes of this Article, working days shall not include Saturday, Sunday, or Statutory Holidays.

12.03 Board of Arbitration

If the Union and the Company Labour Relations Representatives cannot reach an adjustment, upon request of either party, the grievance shall be submitted to a Board of Arbitration composed of three (3) members. The Company and the Union shall each select one (1) member and the third (3) member shall be selected by mutual agreement of the two (2) members first selected. The third (3) member shall be impartial and possess knowledge of Labour-Management Relations.

The third (3) member shall act as the Chairman of the Board. If agreement cannot be reached within seven (7) days in respect to the appointment of the Chairman of the Board of Arbitration the matter shall be referred to the Minister of Labour of the Province of Alberta, who shall appoint a Chairman. No person involved directly in the controversy under consideration shall be a member of the Board of Arbitration.

The Board of Arbitration shall receive and consider such material evidence and contentions as the parties may offer, and shall make such independent investigation as it deems essential to a full understanding and determination of the issues involved. In reaching its decision, the Arbitration Board shall be governed by the provisions of this Agreement.

The Board of Arbitration shall not be vested with the power to change, modify or alter any of the terms of this Contract. All grievances submitted shall present an arbitrable issue or contention by either party which is contrary to any provision of this Contract, or which involves the determination of a subject matter not covered by arising during the term of this Contract.

It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of any grievance. The parties shall act on good faith in proceeding to adjust grievances in accordance with the provisions of this Article.

The expense of the Chairman shall be borne equally by the parties to the Arbitration.

ARTICLE 13 - SHOP STEWARDS

- 13.01** The employees may elect three (3) Shop Stewards for the Plant and one (1) Shop Steward for the Field Shop. One (1) shall act as Chairman. Their duties shall be to see that the members abide by the rules and regulations established by the Company and the terms of this Agreement.
- 13.02** The Company agrees to hold one (1) meeting each month with the Chairman and up to two (2) other Shop Stewards, to discuss matters of mutual interest. The Union Business Agent may attend if available.
- 13.03** When an employee's work performance is such that it may lead to discipline or discharge and is the subject of discussion between the employee and the Employer, the Union Steward shall be present or, in the absence of a Union Steward, an employee from the Bargaining Unit, of the employee's own choice, shall be present.

ARTICLE 14 - STRIKES AND LOCKOUTS

- 14.01** It is agreed that there will be no stoppage of work or lockouts, by reason of a dispute between the Company and the Union, during the term of this Agreement.

ARTICLE 15 - CAUSE FOR DISMISSAL

- 15.01** The Company or any official of the Company shall not discharge or discriminate against members of the Union for lawful activities in the Union. Neither party shall use either abusive language or conduct to each other.

ARTICLE 16 - LEAVE OF ABSENCE

- 16.01** The Company agrees to grant the necessary time off, without pay, to one (1) employee designated by the Union to attend a Labour Convention or to serve in any capacity on any official Union business, provided however, that notification is given to the Company in sufficient time to secure a relief person for the job involved. Such leave of absence shall be limited to a three (3) month period.

Personal and Compassionate Leaves for all employees will be dealt with on an individual basis. Applications for Leaves must be made in writing to the Plant Manager with a copy to the Human Resources Director.

Leaves of absence will not be considered during July and August except for compassionate reasons.

- 16.02** In the event of a death in the immediate family of an employee on the Seniority List, the employee will be granted a leave of absence without loss of pay for three (3) days for the

purposes of attending the funeral. Additional leave of up to two (2) days without pay may be granted for the purposes of travelling to the funeral outside the province. The term “immediate family” shall mean spouse, parent, child, brother, sister, sister-in-law or brother-in-law, mother-in-law, father-in-law, grandparents, spouse’s grandparents, aunt, uncles or any relative living in the household of the employee.

16.03 Parental Leave

Employees with ninety (90) days of service may request Parental Leave of Absence. Such leaves of absences will be governed by the Employment Standards Code of Alberta.

16.04 Jury Duty

An employee on the Seniority List summoned to jury duty, jury selection or subpoenaed as a witness shall be paid the difference between the amount paid for such service and the amount of basic wages they would normally have earned had they been scheduled to work on such days. The employee shall report for work when not required by the Court providing there is not less than two (2) hours remaining in his or her normal work shift. Time worked on the job in excess of eight (8) hours combined with such service and time worked on the job in one (1) day shall be considered overtime and paid at applicable overtime rates.

In order to be eligible for the foregoing benefit, an employee must notify their supervisor, as soon as possible after receipt of notice, of selection for jury duty or after receipt of subpoena to appear as a witness.

ARTICLE 17 - MUTUAL INTEREST

17.01 The Union and its members agree to further the interests of the Company at all times to the limit of their ability.

17.02 It is clearly understood that there shall be no smoking anywhere on the premises other than in the designated smoking rooms or areas.

17.03 Employees will not be asked by either the Company or the Union to make any written or verbal agreement, which contradicts any of the terms of this Agreement.

17.04 The Company shall endeavour to instruct the employees as to what time they shall commence work the following day, by placing a notice on the Bulletin Board or at the time clock.

17.05 (a) The Company will provide gloves for employees handling corn. When an employee requires a new pair of gloves, they must first return the worn pair.

(b) The Company will provide mitts with lining and snowsuits for the freezer persons. The Company will provide headwear for all employees required to work in the freezer.

- (c) The employer will provide and maintain a sufficient complement of uniforms for each employee required to wear such apparel.
- (d) The Company shall provide an allowance of up to one (1) hundred and twenty-five dollars (\$125.00) per year to all full-time and part-time seniority employees for Company approved safety footwear upon the presentation of receipts for such in that fiscal. This shall commence July 2020. New seniority employees must successfully pass probation before being eligible for this allowance.

17.06 Records of discipline which are older than;

- Verbal- Removed in twelve (12) months
- Written – Removed in twelve (12) months
- One (1) Day suspension – Removed in twelve (12) months
- Three (3) Day suspension – Removed in eighteen (18) months

will not be used in discipline proceedings if the employee maintains a clean record for the appropriate period from the date of his/her last discipline.

ARTICLE 18 - HEALTH AND WELFARE: Full-Time and Part-Time employees

A part-time employee who continues to work but fails to maintain an average of thirty-two (32) hours worked per week for thirteen (13) consecutive weeks, will cease to be eligible for the foregoing benefits.

18.01 Dental

Eligible regular full-time and part-time employees shall receive Dental Coverage under the Company's Dental Plan.

The parties further agree that should a Government Plan be instituted which provides similar benefits, the Employer's contribution and the employee's eligibility under this Plan would cease.

18.02 The Employer agrees to provide regular full-time and part-time employees with three (3) months continuous service of the following benefits:

- (a) Group Insurance & Weekly Indemnity
 - 100% of cost for the above paid by the Company.
- (b) Alberta Health Care
 - 100% of the cost of AHC paid by the Company.
- (c) An employee who is laid off shall lose their eligibility for all benefit coverage effective the first of the month following their lay-off. Notwithstanding the foregoing, an employee who is laid off may prepay the full premiums to maintain

coverage for the Life Insurance and Alberta Health Care benefits. Only Alberta Health Care may be maintained by an employee in the foregoing manner beyond the first thirteen (13) weeks of lay-off.

18.03 Sick Leave

- (a)** Full-time and part-time employees, after completing three (3) months of service, shall accrue three point twenty-five (3.25) hours of disability leave credit for each calendar month of full-time employment completed thereafter. Disability leave credits may be accumulative to a maximum of two hundred and forty (240) hours.
- (b)** An employee shall not receive pay for a day of absence unless they have forty (40) hours or more of accumulated disability leave credits or unless the employee is entitled to Weekly Indemnity Benefits.
- (c)** Should an employee receive sick leave as a result of an accident and he/she subsequently receives a wage loss settlement from an insurance company covering the same period, the amount by which sick leave benefits cause the total replacement income to exceed the employee's regular earnings shall be reimbursed to the Company.

18.04 Long Term Disability Insurance

Long Term Disability Plan is available for full-time and part-time employees who fulfill the thirty-two (32) hours requirement. The cost of the Plan shall be borne by the Company.

The Benefit period commences on the first day immediately following the exhaustion of Weekly Indemnity.

Benefits are payable to the earliest attainment of age sixty (60), death, recovery or attainment of that age at which the Employee may retire on an unreduced pension or the equivalent of an unreduced pension through a supplement payment available from any Private Pension Plan to which the Company contributes.

The total disability income is equal to fifty percent (50%) of base weekly earnings at the date of disability to a maximum of one thousand six hundred (\$1,600) dollars per month for all new and originating claims starting June 2, 2013.

The total disability income is inclusive of any disability payments, including lump-sum payments from Government Sponsored Plans. Government Sponsored Plans include Worker's Compensation, Canada Pension Plan, Quebec Pension Plan, or any other group disability plan or income replacement program, the cost of which the Employer is or may be required to contribute by Law or Collective Agreement. The amount of any payment received from the Canada Pension Plan or the Quebec Pension Plan is to be frozen at the commencement of disability so that subsequent increases in Canada Pension Plan/Quebec

Pension Plan will not further reduce benefit payments under the Long-Term Disability Income Plan.

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

It is further agreed that this Plan will only insure against those disabilities that occur after December 1, 1986.

18.05 Vision Care

The Company shall provide a Vision Care benefit for those employees who have the Group Insurance benefits package.

Effective the first (1st) of the month following July 21, 2010, the benefit level will be two hundred and fifty (\$250.00) dollars per person per twenty-four (24) months, in conjunction with the purchase, repair or prescription lenses and/or frames, with the additional provision that the aforementioned maximum benefit is annual when the claimant is the employee's child under fourteen (14) and there is a change in the prescribed lens.

18.06 Company Benefits and Leave of Absence

Employees with Company Benefits who have been approved for educational, personal or compassionate leaves will be ineligible for continuation of Company Benefits during the period of the leave unless they prepay 100% of the cost of those benefits for the period of the leave.

ARTICLE 19 - DURATION, TERMINATION AND AMENDMENTS

19.01 This Agreement shall be in full force and effect as of March 6, 2019, and continue in full force and effect through to March 5, 2022, and from year-to-year thereafter, except as herein provided.

- (a)** Either party may terminate this Agreement on any termination date by notice, in writing, to the other party not less than sixty (60) days prior to such termination date.
- (b)** Either party wishing to amend this Agreement shall give notice in writing, of such desire to the other party, not less than ninety (90) days prior to the termination date of this Agreement.

- (c) If notice to negotiate, following any notice to terminate, has been given by either party, prior to date of such termination, or if notice to amend has been given by either party, this Agreement shall remain in full force and effect during any period of negotiations, even though such negotiations may extend beyond the said anniversary date or the said termination date until a new settlement is reached or either party has served strike or lockout notice as required by the Alberta Labour Code.

APPENDIX “A” - CLASSIFICATION & WAGE RATES

	March 6, 2019	March 8, 2020	March 7, 2021
Engineer - 3rd Class	31.78	32.74	33.72
Engineer - 4th Class	28.67	29.53	30.42
Engineering Assistant	20.02	20.02	20.02
Electrician (ticket)	33.32	34.32	35.35
Mechanic A (ticket)	32.45	33.42	34.42
Maint. Mechanic (no papers)	28.04	28.88	29.75
Heavy Duty Tech / AG Tech	35.80	36.88	37.98
Total Preventative Maint.			
Non-Ticketed	25.38	25.89	26.53
Ticketed	32.45	33.42	34.42
Seasonal Mechanics Assist.	20.02	20.02	20.02
Shipper Receiver	24.82	25.31	25.95
Quality Control			
*Start	18.30	18.66	19.13
After 720 hrs	18.39	19.27	19.75
After 1440 hrs	24.30	24.78	25.40
Line Operator			
*Start	20.23	20.63	21.15
After 720 hrs	20.90	21.32	21.85
After 1440 hrs	26.11	26.63	27.30
Line Op with Ticket	32.45	33.42	34.42
Lift Truck Operator			
*Start	18.25	18.61	19.08
After 720 hrs	24.11	24.60	25.21
General Plant 1	21.14	21.57	22.11
General Plant 2	16.62	16.95	17.37
Master Sanitation	21.83	22.26	22.82
5S Technician	21.83	22.26	22.82
Seasonal Employees			
*Start	15.30	15.53	15.70
After 500 hrs	15.56	15.79	16.03
After 1000 hrs	15.81	16.05	16.29
After 1500 hrs	16.07	16.31	16.55
After 2000 hrs	16.32	16.56	16.81

Seasonal Employees working in a classification other than general Plant will be paid a relief rate equal to the start rate of that classification for all hours worked in that classification. Their rate will return to the seasonal rates listed above immediately upon returning to the General Plant Classification. If the employee works at least four (4) hours in a higher rated classification they will be paid that rate for the entire shift.

General Plant and Seasonal Employees performing the jobs of Knife Sharpener, Control Platform Operator, Receiver/Grader, Full Tote Driver and Field Coordinator will be paid the top rate of the General Plant classification for all hours worked so employed. If the employee works at least four (4) hours in a higher classification the employee will be paid that rate for the entire shift.

The Mechanic B classification will be only for current employees in the classification. Once these “grand-fathered” employees are no longer in the classification, the Mechanic B classification will be deemed to be deleted.

Positions filled after the October 24, 2003 will be filled on the following Levels. The Employer will be in no way required to fill any of these positions or guarantee that an employee will be given an opportunity to move to the next Level.

Level – 1 year

Electrician 1st and 2nd Year, Instrumentation 1st and 2nd Year, Millwright 1st and 2nd Year, Welder 1st Year, Heavy Duty Mechanic 1st and 2nd Year will be paid at 75% of the Level One rate.

Level – 2 years

Electrician 3rd Year; Instrumentation 3rd Year, Millwright 3rd Year, Welder 2nd Year, and Heavy-Duty Mechanic 3rd Year, will be paid at 80% of the Level One rate.

Level – 3 years

Electrician 4th Year, Instrumentation 4th Year, Millwright 4th Year, Welder 3rd Year, and Heavy-Duty Mechanic 4th Year, will be paid at 90% of the Level One rate.

Level – 4 years

Electrician (Alberta or Interprovincial Ticket), Chief Engineer (minimum of 3rd Class), Mechanic A (Alberta or Interprovincial Ticket) will be recognized as Level One Journeyman for the following tickets: Instrumentation, Millwright, Welder, Plumber, Machinist, Sheet metal worker, automotive service technician.

Retroactive Pay

The Company agrees to pay retroactivity to all employees (except Seasonal employees) on the payroll of the Company after ratification. Retro will be paid for all regular hours worked for the period of time from the expiry of the old Agreement until ratification of the new one. The retroactive pay excludes the premiums.

The words “on the payroll of the Company” shall include all employees who are currently on vacation, authorized leave of absence, sick leave, injury leave, short-term disability, long-term disability, workers’ compensation, maternity leave or parental leave.

LETTER OF UNDERSTANDING #1
Re: Leadhands' Responsibilities

BETWEEN:

Bonduelle Canada Inc.
Lethbridge Processing Plant

and

Miscellaneous Employees.
Teamsters Local Union 987

The Company has the right to assign Leadhand duties based on operational requirements. Leadhands have the authority to direct Plant employees while at work however, they will not have the authority to hire, discipline have access to employee or personal information (except WCB information if OH&S Plant Representative) or affect rate of pay of any employee as per Article 8.06. In the case of a work shortage, Leadhands will have the right to send an employee home when there are no Management employees in the Plant. In instances that may lead to discipline Leadhands will have the right to send an employee home when there are no Management employees in the Plant and the Leadhand is unable to contact the Management employee in a reasonable amount of time. This will be done in the presence of a Shop Steward or another Bargaining Unit employee if no Shop Stewards are immediately available.

When a lead hand is required to move employees to a position affecting their pay rate or require any employees to perform overtime work the lead hand shall get approval from Management before doing so.

Level 1: Shall be defined as a lead hand that performs the duties of the supervisor in her/his absence or has regulatory responsibilities.

Level 2: Shall be defined as a lead hand who supervises a specific project.

LETTER OF UNDERSTANDING #2
Re: Fresh Pack Schedule

BETWEEN:

Bonduelle Canada Inc.
Lethbridge Processing Plant

and

Miscellaneous Employees.
Teamsters Local Union 987

It is the Company's intention to continue with the practice of scheduling consecutive days off attached to weekends for full-time employees during non-fresh pack season. It may be necessary to change this practice in the event of additional volume being secured, unforeseen orders or other emergencies that make it necessary to work on weekends. Fresh Pack Season shall be defined as the period in which raw materials from the fields are processed.

Once the "rotating Fresh Pack schedule" is in place it shall be maintained throughout the entire "Fresh Pack" season.

The Company may schedule twelve (12) hour shifts. This shall apply to the Engineering Department only

Notwithstanding Article 7.01 during the "Fresh Pack" season the Company shall have the right to implement a "rotating Fresh Pack schedule". The "rotating Fresh Pack schedule" shall run on 7/2 (seven consecutive days on, two consecutive days off) shifts.

It is agreed upon by both parties during 2019 collective bargaining negotiations that for a two (2) year trial period, (the 2020 and 2021 seasons) the twelve (12) hr shift schedule shall also apply to the other Departments that would normally work the rotating fresh pack 7/2 schedule (maintenance and fresh pack production). During the fresh pack season there will be a vacation blackout for these employees. To the best of the Company's ability, the fresh pack employees will be designated in January each year to enable a smooth vacation selection process. In the 2021 season, temporary floater positions will be posted that will be utilized to cover in cases of absence of a regular fresh pack employees. At the end of each of these trial seasons, the Company and Union will have a meeting to review the pros and cons of the twelve (12) hr shift.

Scheduled overtime that is on the schedule shall not be subject to the overtime rules under Article 7.10(a); however unscheduled overtime shall be awarded as per Article 7.10.

As a means of clarification, the parties agree that a day of work and a workweek shall be as defined in the Alberta Employment Standards.

Workday – A twenty-four (24) period ending at midnight or a twenty-four (24) hour period as established by the consistent practice of an employer.

Workweek – Means the period between midnight on Saturday and midnight on the following Saturday or seven (7) consecutive days as established by the consistent practise of an employer.

FRESH PACK SCHEDULE #2													Paid 40hrs + 2OT weekly			
Team	Days 1-7			Days 8-14			Days 15-21			Days 22-28			Hours	Shifts	WORK	OFF
Team 1	[Day]			[Night]			[Day]			[Night]			168.00	Day 7:00 AM-7:00 PM Night 7:00 PM-7:00 AM	624	1104
Team 2	[Night]			[Day]			[Night]			[Day]			168.00		52	46
Team 3	[Day]			[Night]			[Day]			[Night]			168.00			
Team 4	[Night]			[Day]			[Night]			[Day]			168.00			

	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
	30-Jun	01-Jul	02-Jul	03-Jul	04-Jul	05-Jul	06-Jul	07-Jul	08-Jul	09-Jul	10-Jul	11-Jul	12-Jul	13-Jul
#1	Day	Day	Day	Off	Night	Night	Night	Off	Off	Off	Day	Day	Day	Day
#2	Off	Off	Off	Day	Day	Day	Day	Off	Off	Off	Off	Off	Off	Off
#3	Off	Off	Off	Off	Off	Off	Off	Night	Night	Night	Night	Off	Off	Off
#4	Night	Night	Night	Night	Off	Off	Off	Day	Day	Day	Off	Night	Night	Night

	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
	14-Jul	15-Jul	16-Jul	17-Jul	18-Jul	19-Jul	20-Jul	21-Jul	22-Jul	23-Jul	24-Jul	25-Jul	26-Jul	27-Jul
#1	Off	Off	Off	Off	Off	Off	Off	Night	Night	Night	Night	Off	Off	Off
#2	Night	Night	Night	Night	Off	Off	Off	Day	Day	Day	Off	Night	Night	Night
#3	Day	Day	Day	Off	Night	Night	Night	Off	Off	Off	Day	Day	Day	Day
#4	Off	Off	Off	Day	Day	Day	Day	Off	Off	Off	Off	Off	Off	Off

	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
	28-Jul	29-Jul	30-Jul	31-Jul	01-Aug	02-Aug	03-Aug	04-Aug	05-Aug	06-Aug	07-Aug	08-Aug	09-Aug	10-Aug
#1	Day	Day	Day	Off	Night	Night	Night	Off	Off	Off	Day	Day	Day	Day
#2	Off	Off	Off	Day	Day	Day	Day	Off	Off	Off	Off	Off	Off	Off
#3	Off	Off	Off	Off	Off	Off	Off	Night	Night	Night	Night	Off	Off	Off
#4	Night	Night	Night	Night	Off	Off	Off	Day	Day	Day	Off	Night	Night	Night

Regular Monday to Friday personnel will NOT be included in the new twelve (12) hr shift pay schedule – this would include people designated for repack, tote building crew, shipping, field mechanics and micro plater. If asked to work in the rotating 12’s to help cover for a day or sickness, they will maintain the 8hrs regular pay and four (4) hrs OT pay structure.

Employees during the vacation selection process will be designated as fresh pack or repack employees so that vacation planning can be done accordingly. If you are chosen for fresh pack then you will not be able to book any vacation time during the period of June 28th - Oct 10th. You will however be able to request certain weeks as “OFF” weeks and Management will try to their best abilities to put you on a crew to satisfy these requests.

If you are a repack employee that is coming out of repack to run corn, then you will not be able to book any vacation during the time period of August 23rd – Oct 10th. Again, OFF weeks can be requested during the vacation selection process that will be taken into consideration when placed on crews.

If you are chosen as fulltime repack, shipping, field mechanics or micro plater, your vacation will follow the normal vacation process as it has in years past.

Game plan for repack during fresh pack is a double shift during peas (June 28th to 3rd week of August) and single shift during corn (Last week of August to October 9th week)

When we go down to a single shift during corn season, the repack people that enter the corn line will follow the same pay and shift structure as the twelve (12) hr fresh pack rotation.

In order to get hours for the first twelve (12) hr rotation week off (since some will not have it accrued for yet), we will open up overtime opportunities earlier in the year to allow for banking of this time. If you do not wish to bank hours ahead of time, you can choose to take vacation hours, banked stats or take the week short in pay.

By the end of February an initial fresh pack schedule will be done so that each employee affected can determine how many hours need to pre-banked in order to get their first week "OFF" fully paid. We will be opening up the banked overtime limit to forty (40) hrs to cover off this specific need and will keep this separate from the regular twenty-four (24) hr banked overtime allotment that you can currently use & enjoy. Several planned opportunities will be given before fresh pack for employees to volunteer for.

Any hours that were banked during the twelve (12) hr rotation that are left at the end of fresh pack will be paid out as overtime the week after fresh pack is completed.

LETTER OF UNDERSTANDING #3
Re: Start Time After Vacation

BETWEEN:

Bonduelle Canada Inc.
Lethbridge Processing Plant

and

Miscellaneous Employees.
Teamsters Local Union 987

Employees who wish to be notified of the starting time of their first shift following their vacation shall inform the Employer in writing and provide their email address or telephone number with voicemail capability prior to leaving for each scheduled vacation. Notwithstanding the foregoing, it is the employee's responsibility to verify the starting time of their next shift.

LETTER OF UNDERSTANDING #4

Re: Down Day

BETWEEN:

Bonduelle Canada Inc.
Lethbridge Processing Plant

and

Miscellaneous Employees.
Teamsters Local Union 987

When there is a “down day” and as a result a full-time employee receives less than forty (40) hours in a week, the full-time employee will be given the opportunity to make-up their missed hours (up to 40 hours) within that week where operationally feasible.

Part-time employees will not receive more hours than a full-time employee when it is possible to replace the part-time shift with a full-time employee.

It is understood that if a full-time employee refuses to come in for an extra shift the above will not apply

LETTER OF UNDERSTANDING #5

Re: Overtime Bank

BETWEEN:

Bonduelle Canada Inc.
Lethbridge Processing Plant

and

Miscellaneous Employees.
Teamsters Local Union 987

Effective thirty (30) days from May 31, 2013, the Company will allow full-time and part-time employees to bank their overtime under the following conditions:

- 1) When a full-time or part-time employee works overtime, they shall elect to be paid for the overtime in the following manner:
 - (a) Pay at the applicable overtime rate;
 - (b) Bank the overtime
- 2) For the first year of this Contract full-time and part-time employees must advise the Plant Superintendent on which of the above two (2) options they would like, thirty (30) days from the May 31, 2013. For the subsequent years' election must be made by January 1. If an employee fails to meet this deadline, they will be unable to bank their overtime.
- 3) Employees who elect to bank their overtime shall have a maximum of twenty-four (24) hours in their "overtime bank" at any given time.
- 4) Overtime that is taken as time off in lieu of payment will be taken at straight time. For example: an eight (8) hour overtime shift would result in eight (8) hours off as time in lieu of payment.
- 5) Time off must be scheduled by November 1st of each year. All requests for time off must be submitted to the Plant Superintendent in writing at least fourteen (14) days in advance and will be reviewed on a "first come first serve" basis. Requests for time off will be approved at the Company's sole discretion, but will not be unreasonably denied. Should a disagreement occur then the Company, the Shop Steward, and the employee will meet to rectify the situation.
- 6) Any banked time that is not scheduled by November 1st will be paid out at the applicable overtime rate during the last payroll week of November.

LETTER OF UNDERSTANDING #6
Re: Pension Plan

BETWEEN:

Bonduelle Canada Inc.
Lethbridge Processing Plant

and

Miscellaneous Employees.
Teamsters Local Union 987

-
- 1) Bonduelle Canada Inc. (“the Company”) will establish a Defined Contribution (DC) Pension Plan for the benefit of Unionized Employees (“employees”).
 - 2) The Company will contribute up to four percent (4%) of the employees’ base annual income to the DC Pension Plan which must be matched by the employee.
 - 3) Participation in the DC Pension Plan is voluntary for employees. For greater certainty, no contributions will be made by the Company if an employee does not participate in the DC Pension
 - 4) The DC Pension Plan will be effective as of June 1, 2015.
 - 5) The Company will provide a one-off lump-sum amount on or before December 31, 2015 to employees as outlined in Schedule “A” upon the employee’s written acceptance confirming voluntary participation in the DC Pension Plan and the employee’s written direction to transfer this annual lump-sum amount directly to the employee’s DC Pension Plan.
 - 6) The Company will provide an annual lump-sum amount on or before December 31 of each year thereafter to employees as outlined in Schedule “A” upon the employee’s written acceptance confirming voluntary participation in the DC Pension Plan and the employee’s written direction to transfer this annual lump-sum amount directly to the employee’s DC Pension Plan.
 - 7) The parties acknowledge that this letter agreement is in full and final settlement of any claims against the Company related to pension entitlement and benefits up to and inclusive of the date of this Letter of Understanding and agree that the Company has no liability arising from any predecessor pension plan and specifically no obligations pursuant to the Safeway Defined Benefit Pension Plan or any predecessor version of chat defined benefit pension plan.

The current pension benefit that is in place will remain until the end of the Agreement.

Should the employer decide to make any changes to this benefit the Employer and Union will meet to discuss any changes prior to their implementation.

Signed this _____ of _____, 2020.

For the Company:

**Bonduelle Canada Inc.
Lethbridge Processing Plant**

Nicole Balfour

Amber Nielson

Thomas Pena

Kemar Smith

For the Union:

**Miscellaneous Employees,
Teamsters Local Union No. 987
of Alberta**

Darin Melnechenko

Dave Redmond

Monica Haynes

Lee Wieppert

Dave Campbell