

Collective Agreement

- between -



- and -



UNIFOR, LOCAL 506

For

Agropur Sussex Location

Effective:

April 24, 2025 – January 31, 2030

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ARTICLE 1 - PURPOSE

The purpose of this Agreement is to support positive and productive working relationships in the industry, promote fairness and mutual respect, and maintain high standards of conduct and efficiency. It outlines the core terms related to pay, hours of work, and working conditions to ensure clarity, consistency, and a respectful workplace for all.

ARTICLE 2 - RECOGNITION

- 2.1 The Employer recognizes UNIFOR Local 506 as the collective bargaining agent for employees, as outlined in Article 3, and agrees to meet with its representatives to carry out the terms of this agreement.
- 2.2 The Employer agrees to periodic visits by an agent or representative of Unifor Local 506 for legitimate union administrative purposes, including contact with union members as provided for in this agreement. Such visits may take place on Employer property, provided the representative has obtained management's permission prior to the visit.
- 2.3 The Union shall inform the Employer of the names of its executive, grievance, and negotiating committee members, as well as any changes as they occur.
- 2.4 The union recognizes the need for the Employer to operate efficiently and has the right to make changes in the methods of its operations from time to time. If the impact of these changes eliminates jobs, the Employer agrees to meet with the union to discuss any available options before such changes are implemented. If possible, one (1) month notice will be given to the union to discuss possible options at labour management meetings.
- 2.5 Work normally done by members of the bargaining unit shall not be performed by management except in cases of short-term assistance, training or when an employee is not available, but in the latter case, only for the time required where the safety of employees could be affected or damage caused to the Employer's property.

ARTICLE 3 - DEFINITION

- 3.1 The term "employee" as used in this agreement shall include all full-time permanent employees of the Employer at their facility located at 49 Milk Board Rd, Sussex, NB, except transport mechanics, lead transport mechanics, shunter, truck drivers, HACCP SQF Coordinator, supervisors and those above that rank, part timers, student employees, office and clerical employees and those excluded by the Industrial Relations Act of New Brunswick.
- 3.2 Part-time employees shall not be used to the extent that it would cause an employee to be laid off, that it would cause an employee to work less than a standard work week or prevent the recall of an employee from being laid off or prevent the hiring of employees when required.
- 3.3 A student employee is an employee who is attending a secondary or post-secondary institution other than an approved trades program subject to Appendix B. The purpose of student employees is to supplement the workforce, enabling additional absences and/or managing temporary fluctuations in production. The Employer must exhaust all union workforce prior to providing employment to

students. Students will not work more than forty-two (42) hours per week until employees have been canvassed for overtime.

3.4 Student employees are not members of the union, nor do they accumulate seniority.

3.5 Business days are Monday to Friday when management are present.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The management of the plant and the direction of the work force, including but not limited to the right to hire, classify, lay-off, demote, suspend, discipline, promote or discharge for just cause is vested in the Employer.

Without limiting the above, the Employer reserves the right to discharge employees without notice for misuse of Employer funds, property or equipment, direct refusal to obey orders, or unsanitary or unsafe practices.

The Union further recognizes the right of the Employer to:

- Operate and manage its business in all aspects in accordance with its obligations and pursuant of its policies;
- Plan, organize, direct and control operations, including nature, kind and location of operations as well as reduction or stoppage of operations;
- Establish qualifications and standards for its workforce;
- Determine the means methods, procedures and processes, and introduce new or improved methods or facilities;
- Make and alter from time-to-time rules regulations, and policies to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this agreement.

4.2 The Union agrees that any of the rights, powers or authority the Employer had prior to the signing of this Agreement are retained by the Employer, except those specifically abridged, delegated, granted or modified by this Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.1 The employees covered by this agreement may elect shop stewards to act as the grievance representative for the employees. No employee will be disciplined, demoted, or interviewed in any matter where the Employer has reason to believe that discipline will result, except in the presence of a shop steward, unless the employee chooses not to have a steward present, after being made fully aware that discipline may be issued.

5.2 Employees must bring forward any alleged grievances within three (3) working days of the incident. The employee, with the shop steward, shall discuss the alleged grievance with a supervisor. The supervisor will then provide their decision to the union within ten (10) business days after the alleged grievance has been reported.

5.3 If this decision is not acceptable to the Union, then the Union shall, within five (5) business days, submit a grievance in writing to the Plant Director. At this stage the employee may be represented by personnel from the local Union executive or by the agent or representative of the Union. The decision of the Plant

Director shall be given to the union within ten (10) business days of the filing of the grievance with the Plant Director, or may be given at the next Grievance Committee meeting, if one has been scheduled.

- 5.4 In the event that the decision of the Plant Director shall not be acceptable, the Union will notify the Plant Director within ten (10) business days of their intention to proceed to arbitration, or upon mutual agreement, agree to a mediation process that could avoid an arbitration.
- 5.5 The Employer and the Union shall agree on an arbitrator within ten (10) business days following the notice of arbitration given by one or the other party.
- 5.6 It is understood that the arbitrator shall not be authorized to make any decision, inconsistent with the stipulations of this agreement, nor to delete, alter or modify any part thereof. Notwithstanding the foregoing, an arbitrator may dispose of any discipline grievance, including discharge and suspension, in a manner which he/she considers just and equitable.
- 5.7 Should either party refuse to agree on an arbitrator, such an appointment may be made by the final and binding decision of the New Brunswick Minister of Labour
- 5.8 The expense and remuneration of the arbitrator shall be borne in equal amounts by the Employer and the union.
- 5.9 The time set out in this article may be waived or extended by mutual consent.
- 5.10 If an employee is dismissed for any reason whatsoever and feels he/she has a grievance, he/she shall notify the chair of the grievance committee within two (2) calendar days, who shall promptly notify the Plant Director, of the grounds of the objection to such dismissal and the discharge becomes a grievance and shall be dealt with as outlined in this section beginning with step 5.3.
- 5.11 The employee shall be notified in writing of any disciplinary action taken by management with a copy provided to the shop steward.
- 5.12 All written or verbal warnings shall be cleared off a employees record after twelve (12) months. Any suspensions not related to safety, harassment or violence, shall be cleared off an employee's record after two (2) years. Any discipline action related to safety, harassment or violence shall be cleared after 3 (three) years.
- Absenteeism issues shall be dealt with as per Agropur's Absenteeism Policy and will not be subject to this Article.
- 5.13 After the Union has filed a grievance, the Employer's representative shall not discuss or attempt to resolve the grievance directly or indirectly with the employee, unless the Union provides its consent.
- 5.14 All suspensions will be served in a timely manner, subject to operational needs.

ARTICLE 6 - STRIKES AND LOCKOUTS

- 6.1 The parties hereto agree that, during the term of this agreement, there shall be no strikes, slowdowns, stoppages of work or lockouts.

ARTICLE 7 - SENIORITY & LAYOFFS

- 7.1 Seniority shall commence with the start of employment, and shall be effective after probation has passed, and shall be forfeited if an employee leaves, is discharged for cause, fails to return to work, quits or does not return to work within one day after receipt of notification if he/she is available for work, or is laid off for twelve (12) months.

- 7.2 Layoffs and rehiring, including situations where an employee exercises their bumping rights, shall be based on seniority and ability.

Ability shall be understood to include knowledge, skill, appropriate licenses (where required), efficiency, reliability, and physical fitness.

If necessary, an employee will be provided with an appropriate familiarization or training period, mutually agreed upon by the Employer and the Union.

An employee affected by a layoff or the discontinuation of their position may exercise their seniority throughout the plant, provided they possess the necessary ability.

Any employee wishing to exercise their bumping rights must notify the Employer in writing. The employee will have a total of one (1) day to bump into a position.

Following this, employees will be given an opportunity to familiarize themselves with the positions they wish to bump into, for a period not exceeding two (2) working days, unless the employee has performed similar duties within the past twenty-four (24) months.

The actual bump shall take effect on the date of the change. Employees will be paid at their current classification rate during any familiarization period.

- 7.3 A draw will determine the seniority for new hires that have the same start date.

- 7.4 In the event of a temporary layoff, an employee can maintain their group benefits till the end of month, except for short- and long-term disability, so long as he/she continues to pay his/her share of the premiums and are subject to recall. Short- and long-term disability end as of the date of layoff.

- 7.5 Promotion and transfer within the bargaining unit shall be made based on seniority and ability. Ability shall be determined in a manner similar to Article 7.2 When ability is found to be equal, seniority will be the determining factor.

Employees transferred from one department to another shall retain their seniority.

- 7.6 When a job vacancy occurs or a new job is created, an internal notice will be posted for seven (7) calendar days. The employee with the most seniority and ability who applies will be offered the position.

7.7 In filling the job vacancy, the successful applicant will be notified within five (5) business days from the job posting closing day, at which time he/she will be informed of the time the transfer comes into effect, which time will not exceed fifteen (15) business days, unless otherwise stated, or mutually agreed to by the Employer and the Union. If the transfer does not take effect within the stated period, the employee will be paid the higher rate of pay until the transfer becomes effective.

Employees moving from a Control Room, Butter Maker, or Receiver position will be moved as soon as it is reasonably operationally feasible.

7.8 a. Employees bidding or bumping into a position will be provided a two (2) week observation period/trial for Control Room Operator positions to determine if they want the position if they have not done the position in the previous three (3) years. Such trials shall be done at straight time.

b. Employees bidding or bumping into any other position will be provided with a one (1) day observation period/trial to determine if they want the position if they have not done the position in the previous three (3) years. Such trials shall be done at straight time.

Employees who turn down a position after a trial will be unable to request an observation period/trial and shall be unable to bid on another position for a period of three (3) years. This may be waived in whole or in part at the Employer's discretion.

7.9 If an employee is disqualified, the employee will revert to his/her former position. The next employee by seniority and ability will be offered the posting and continue this process until the position is filled.

7.10 A employee shall not be terminated or laid off, except for just cause, without having been given the amount of notice in writing or pay in lieu of notice as follows:

Less Than Five (5) Years	One Week
More Than Five (5) Years	Two Weeks

7.11 Any employee who has received a notice of layoff as per 7.10 shall not receive any notice of a further layoff when a layoff occurs following a recall for available work.

7.12 Each active employee who is not protected by their seniority as per Article 7.1 and thus ceases to be an employee of the Employer by reason of the permanent closing of a department, by the introduction of labor saving equipment, or a permanent layoff for a reduction of the workforce shall be entitled to a severance of one (1) week per year of service up to a maximum of twenty (20) weeks.

7.13 An employee who receives payment of the severance allowance, or working notice equivalent to their severance, or a combination of the two, shall have his / her employment with the Employer terminated and shall have no further rights under this agreement.

7.14 Employees who are awarded or bump into Control Room Operator, Operator 1 or Maintenance positions must remain in that position for a period of twenty-four (24) months.

Employees in all other classifications must remain in their position for a period of six (6) months. These holds may be waived at the discretion of the Employer.

ARTICLE 8 - UNION SECURITY AND CHECK OFF

- 8.1 The Employer will deduct monthly dues as certified by the union in writing. All employees shall be required to sign a dues approval form for the union as a condition of employment at the time of hire.
- 8.2 All employees shall be required, as a condition of employment, to authorize the Employer in writing to begin, after their first full week of employment, to deduct from their pay an amount equal to the regular union dues assessed by the union, and to remit these dues monthly to the union financial officer. The said sums shall be accepted as the regular contributions of all employees to the union. The Employer agrees to provide the union's financial officer with a copy of the monthly due's remittance by the 1st of the month.
- 8.3 The Employer agrees that as part of a new employee's orientation, all new employees working in unionized classifications will be scheduled to meet with a shop steward.
- 8.4 A seniority list containing the name, starting date and pay classification shall be forwarded to the union when changes occur, at least once a year.
- 8.5 The Employer will maintain benefits and pay for a leave of absence, of a union representative(s), chosen by the Union to participate in union activities. The request must be made to the Employer with as much advance notice as possible, with a minimum of two (2) weeks in advance of the requested time off. Such requests shall be subject to operational needs and shall not supersede other employees' approved leave. The Employer will respond at least two business days after the request. Said wages will be billed back to the Union. Such a request for leave will not be unreasonably withheld. Nonetheless, the Employer may at its discretion agree to a request that is made without a two (2) week notice as stated above.

Nonetheless, the Employer may at its discretion agree to a request that is made without a two (2) week notice as stated above.

ARTICLE 9 - STATUTORY HOLIDAYS

- 9.1 The following days, or the day proclaimed by the Government in their stead, will be recognized as statutory holidays:

New Year's Day	Canada Day	Remembrance Day
Family Day	New Brunswick Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

In addition, employees will be provided one (1) floating holiday in addition to be used at a mutually agreed upon time.

- 9.2 Employees' holiday pay will be paid as follows:
- Normally scheduled 8 hours: 8 hours pay
 - Normally scheduled 10 hours: 10 hours pay
 - Normally scheduled 12 hours: 12 hours pay
- 9.3 If work is performed on such Holidays, the employee will be paid at time and one-half of the rate of pay for the job performed for the hours worked plus holiday pay as per Article 9.2
- 9.4 An employee who works on a statutory holiday and wishes to take a day off or accumulations of days off in lieu of holiday pay may do so at a time it can be mutually agreed with management. The time worked on a holiday will be paid at the rate of time and one-half the rate of pay for the job performed for the hours worked.
- 9.5 To qualify for holiday pay, an employee must have worked the full scheduled working days both before and after the holiday. Notwithstanding the foregoing, if an employee is absent on either or both days, he/she will qualify for holiday pay if he/she provides a doctor's note dated the day of the absence.
- 9.6 The employee is guaranteed four (4) hours at time and one-half if required to work on any of the above holidays.
- 9.7 Available work on a Statutory Holiday shall mean work to be performed during or within the twenty-four (24) hour period of the Holiday itself, which means shifts starting at 12:01 a.m. or later and ending no later than 11:59 p.m. on that same day.
- 9.8 An employee may choose to be paid their holiday pay as per Article 9.2 or may bank the holiday to be taken as a day off in lieu of a holiday at a time mutually agreed upon with management. The time off in lieu will be based on their scheduled hours of work for the week in which the day off is requested i.e. eight (8), ten (10), or twelve (12) hours. Banked time can be carried over till November 30th to be used or paid out.

ARTICLE 10 - VACATIONS

- 10.1 Employees are entitled to vacation with pay according to their length of service as follows:

After One Full Year	Two (2) Weeks (80 Hours, 4%)
Five Years	Three (3) Weeks (120 Hours, 6%)
Ten Years	Four (4) Weeks (160 Hours, 8%)
Fifteen Years	Five (5) Weeks (200 Hours, 10%)

- 10.2 The vacation year is the twelve-month period between January 1 - December 31. Changes in vacation entitlement will be granted on the employee's anniversary of their hire date.

- 10.3 Preference for vacation time will be based on seniority and each employee shall have a first choice for two (2) weeks of vacation. Employees shall note their first choice on a posted list by March 1st for use after May 1st. Employees shall note their additional vacation entitlement on a second list to be posted by March 15th. All vacations must be finalized by April 1st. After April 1st, employees may request vacation and if available it will be assigned on a first come first served basis, regardless of seniority. Anyone who is not finalizing their vacation time on the posted lists will select vacation from available time up to December 31st, after which any vacation entitlement not selected shall be paid out.
- 10.4 A maximum of one (1) employee from the maintenance department may be granted vacation at any one time. At the Employer's discretion and while considering operational requirements, additional employees from the maintenance department may be granted vacation.
- 10.5 Vacation will be granted to a minimum of two (2) employees from production at any one time. At the Employer's discretion and while considering operational requirements, additional employees from the production department may be granted vacation.
- 10.6 Any employee who leaves the service of the Employer for any reason will be paid vacation pay to which he/she has earned under this collective agreement.
- 10.7 It is agreed that when a paid statutory holiday occurs during an employee's vacation period, the employee shall either receive an extra day's pay or an extra day added to his/her vacation period, at the employee's discretion. If the additional day is chosen, the scheduling of that day shall be mutually agreed upon with the Employer. If the parties cannot agree on a date, the additional day will be paid out.
- 10.8 When an employee qualifies for bereavement leave during their period of vacation, the vacation days lost may be used at another time, which will be mutually agreed upon with the Employer. The Employer may ask for documentation from the Employee to substantiate this request.

ARTICLE 11 - WAGES

- 11.1 The employer agrees to pay the scale of wage rates and ranges of wage rates as outlined in Appendix "A" of this agreement. In the event there is a substantial payroll error by management, the employee may request an off-cycle payment if they are unable to wait until their next pay.
- 11.2 Where an employee is assigned temporarily to perform work in a classification paying a lower rate than their own, they shall be paid their regular rate. When a lower rated employee replaces a higher rated employee, they will qualify for the higher rate, provided they worked the full shift in that role.
- 11.3 Should the Company introduce any new classifications or positions that fall within the bargaining unit, the parties will negotiate the rates of pay.

ARTICLE 12 - LEAVE OF ABSENCE & TIME OFF

- 12.1 An employee's request for a protected leave of absence, as defined by the Government of New Brunswick, will be considered by the Employer on a case-by-case basis. Such leaves will not be unreasonably denied. Leave for the purpose of employment with another employer or for starting a business is not permitted.

During an approved leave, an employee may maintain their group benefits for up to six consecutive months, excluding short- and long-term disability coverage, provided they continue to pay their share of the premiums. Short- and long-term disability coverage will end at the close of the month following the employee's last day of work.

- 12.2 An employee who loses time from their regularly scheduled work as a result of jury service and/or as a witness subpoenaed will be paid the difference between the pay received for such jury service and their regular straight time earnings they would have otherwise received. Satisfactory proof of summons is required.

- 12.3 Any employee requiring time off for personal reasons must notify their supervisor as soon as possible. Such time off shall be without pay and shall not be unreasonably denied.

- 12.4 Effective from the date of death, the Employer agrees to grant bereavement leave without loss of pay as follows:

- Five (5) consecutive days in the event of the death of the employee's parent, grandparent, brother, sister, spouse (including common-law spouse), child, grandchild, mother- or father-in-law, or son- or daughter-in-law. Two (2) of these days may be reserved for the funeral if planned for a later date.
- Two (2) consecutive days in the event of the death of a sister-in-law, brother-in-law, or grandparent-in-law. One (1) of these days may be reserved for the funeral if planned for a later date.

Employees on bereavement leave will be considered unavailable for overtime or regular work assignments for the duration of the leave.

ARTICLE 13 - WELFARE & HEALTH

- 13.1 Should an employee suffer a workplace injury while at work, he/she shall be paid for the full scheduled shift regardless of the time of the injury.

The Employee will participate in the incident investigation as soon as reasonably possible.

The Employee will comply with all provisions of Agropur's Early and Safe Return to Work Program.

- 13.2 During the life of this agreement the Employer will provide health, dental, life and disability benefit programs for all eligible employees.

13.3 Benefits shall continue for all active employees that meet the minimum eligibility standards for the entirety of their employment. At age 65, long term disability will end for employees and life insurance will be reduced by 50%..

13.4 The parties agree to split the cost 50/50 as per Appendix C.

13.5 The benefit plan design will not be modified during the lifetime of this collective agreement, except by mutual agreement.

13.6 A pension plan is available to employees with contributions by the Employer and the employee as per the terms outlined in the registered plan, including a matching contribution from the Employer to an employee's contribution as follows:

Less Than 10 Years	3.50%
10 Years to Less Than 20 Years	4.00%
20 Years to Less Than 25 Years	4.25%
25 Years	4.50%

Employees must join the pension plan when they become eligible.

13.7 New employees, who are eligible to participate in such programs will be notified when they are first employed that such plans are available for their participation and will be enrolled once they become eligible.

13.8 On November 1st of each year, all employees will receive 80 hours to be referred to as personal hours. Any unused personal hours will be paid out on the first pay of November.

Employees who are on a leave of absence during the year will have their personal hours pro-rated.

13.9 New employees will earn 6.67 hours per month in the year of hire until they reach November 1st following their initial hire date.

13.10 The parties to this agreement agree to the establishment of a health and safety committee who shall have on it an equal number of representatives. Such committee shall meet monthly to discuss and act upon matters related to the health and safety of all employees. The Union will fully support the Joint Occupational Health and Safety and encourage its members to participate.

ARTICLE 14 - CLOTHING

14.1 Upon proof of receipt of purchase, the Employer will reimburse all employees up to a maximum of \$300.00 (including HST) once per calendar year, for CSA approved safety footwear which must always be worn by employees during working hours on the job. Employee safety footwear must remain in the facility at all times.

14.2 All uniforms supplied to the employee must be worn during working hours only and must not leave the facility. Any damaged or worn-out uniforms will be replaced at no cost to the employee. Employees are expected to take reasonable care to avoid loss or damage.

ARTICLE 15 - GENERAL

- 15.1 Payroll will be processed bi-weekly through direct deposit.
- 15.2 The union shall be permitted to post notices of meetings and other matters of interest to the membership on a noticeboard provided in the lunchroom.
- 15.3 Members of the negotiating committee shall suffer no loss in pay for the time spent during normal work hours attending meetings with the Employer officials negotiating the Collective Agreement. Such time shall be billed back to the Union.
- 15.4 When a new Collective Agreement is signed, the Employer will meet with the Union and review all changes made to the Agreement. The Employer agrees to provide a digital copy of the Collective Agreement to all employees in the bargaining unit.
- 15.5 The Employer agrees to make every effort to schedule Company sponsored or required courses during the employees' scheduled shifts. If the employee is required to attend training on their regularly scheduled day off, it will result in overtime at one and one-half (1.5) times their rate of pay for any hours spent on training.
- 15.6 Any employee who accepts a position outside the bargaining unit with the Employer shall be allowed a probationary period of one-hundred and eighty (180) days to decide whether he/she will continue as an employee outside the bargaining unit.
- 15.7 Employees required to come in for a call-in will be compensated for 4 hours of regular pay or time and one half for all hours worked, whichever is greater.

ARTICLE 16 - HOURS OF WORK AND OVERTIME

- 16.1 The normal work week shall be Sunday to Saturday with any of the following shift patterns.
- 12-hour shifts, which may or may not rotate
 - 10-hours per day, 4 days per week
 - 8-hours per day, 5 days per week
- 16.2 Wherever possible each employee shall be given a regular starting and finishing time. Every reasonable effort will be made to provide a consistent schedule for employees where possible.
- 16.3 Employees are not to leave the premises during their shift without permission from their supervisor. Rest and lunch breaks are paid with the expectation that employees can be available to return to work if necessary and resume their break at a later time. Break periods will not be paid in situations where the employee leaves the facility.

Employees will be eligible for the following breaks based on their working schedule:

Less Than 8 Hours	One 15-minute break for every 4 hours worked.
8-Hours	One 30-minute break and two 15-minute breaks.
10-Hours	One 30-minute break and two 15-minute breaks.
12-Hours	One 30-minute break and three 15-minute breaks.

Employees will be provided an additional 15-minute break for every 4 hours worked beyond their normally schedule shift.

16.4

Overtime rate of time and one half (1.5) of rate will be paid for the following situations:

- Non floating employees shall receive overtime rates of pay at time and one-half (1.5) of the rate for all work performed on an employee's scheduled day off.
- For Employees following the 24-hour schedule, they shall receive one and one-half (1.5) times their normal rate for regular hours worked beyond 42 hours when working a regular 4-day work week.
- Any work performed on a Statutory Holiday.

Employees must work their regularly scheduled hours within the pay period in order to be eligible for compensation at one and one-half (1.5) times their normal rate, unless they are on vacation, or other eligible absence that has been approved by the Employer.

16.5

The Employer agrees to pay employees required to work more than three (3) hours overtime beyond their regular shift a meal allowance of \$20.00.

ARTICLE 17 - PROBATIONARY EMPLOYEES

17.1

Employees employed for less than six (6) months shall be regarded as probationary employees and the discharge of any such employee shall not be made the subject of grievance, nor shall the employee have any rights under this agreement until said probationary period has elapsed.

ARTICLE 18 - PREMIUMS

18.1

All employees working between 6:00 pm and 7:00 am will receive a shift differential of \$1.00 per hour for all hours worked

18.2

Shift differentials shall not apply when work is paid at the overtime rate, during call-ins or to recognized holiday pay, vacation pay, bereavement leave or jury duty. The employee must complete their full shift for the shift differential to be applied.

18.3

When an employee is required to obtain additional skills, or is needed for their job, the following skills premiums will be added to their rate:

Welding	\$0.25
Instrumentation/PLC	\$0.50
4 th Class Power Engineer	\$1.00

18.4

Anytime an employee is training another employee on safety programs, they will be paid a \$1.00 per hour premium.

ARTICLE 19 - TECHNOLOGICAL CHANGE

- 19.1 Notice of any Technological or Operational change that may result in a reduction of the workforce shall be given to the Union Executive as soon as possible, and no less than thirty (30) calendar days in advance. The notice shall include a detailed description of the change the Company intends to implement.
- 19.2 Once notice is given of the pending changes, the union and the employer shall meet to reach a mutual agreement on measures designed to deal with employees affected by the changes.
- 19.3 In an effort to minimize the effect on employees, any affected employee who has the potential to acquire the necessary skills shall be given a reasonable period to acquire such skills.

ARTICLE 20 - UNIFOR PAID EDUCATION LEAVE

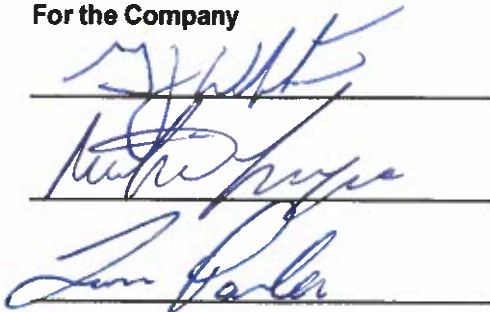
- 20.1 Agropur Dairy Cooperative agrees to pay into a special fund \$1,000 per year for the purpose of providing paid education leave. Such a leave will be for upgrading the employee skills in all aspects of trade union functions. Such monies will be paid no later than January 31st of each year into a trust fund established by the National Union, UNIFOR, effective from date of ratification, and sent by Agropur Dairy Cooperative to the following address:

UNIFOR Paid Education Leave Program
UNIFOR 205 Placer Court
Toronto, ON M2H 3H9

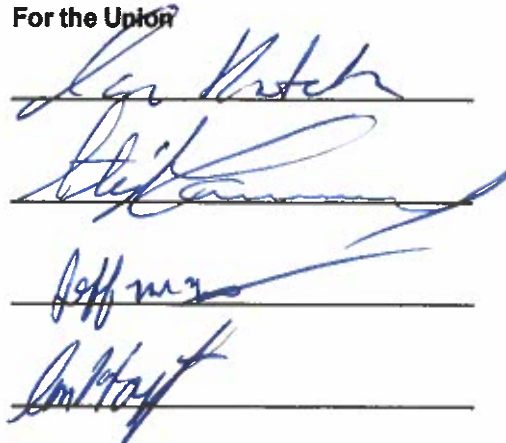
ARTICLE 21 - DURATION OF AGREEMENT

- 21.1 This Agreement will expire on January 31, 2030, unless notice to bargain is given by either party in writing to the other not less than thirty (30) days and not more than ninety (90) days prior to the expiry, in which case this Agreement shall continue in force until bargaining concludes.
- 21.2 If revisions are agreed upon by both parties within the term of this Agreement, they will be done in accordance with the provisions of the New Brunswick Industrial Relations Act.

For the Company



For the Union



APPENDIX A - WAGES

Classification	Step	Current Rate	Year 1	Year 2	Year 3	Year 4	Year 5
			Classification Adjustment	2.20%	2.30%	2.40%	3.20%
Operator 1	Base Rate	\$26.16	\$29.16	\$29.80	\$30.49	\$31.22	\$32.22
Operator 2	Base Rate	\$24.01	\$26.01	\$26.58	\$27.19	\$27.85	\$28.74
	Cross-Trained (Base Rate + \$0.50)	\$24.51	\$26.51	\$27.08	\$27.69	\$28.35	\$29.24
Maintenance	PE Base Rate	\$34.27	\$38.27	\$39.11	\$40.01	\$40.97	\$42.28
	IE/IM/MW Base Rate	\$34.77	\$38.77	\$39.62	\$40.53	\$41.51	\$42.84
Control Room Operator		\$26.66	\$29.66	\$30.31	\$31.01	\$31.75	\$32.77
Shipper/Receiver		\$28.07	\$28.07	\$28.69	\$29.35	\$30.05	\$31.01
Lab Technician		\$28.62	\$28.62	\$29.25	\$29.92	\$30.64	\$31.62

Operator 1 Includes Butter Maker and Waste Water Technician

Operator 2 includes Powder Packers, Pouch Packers and Butter Packers

Floater is an Operator 2 with a \$1.34/hr Premium

Employees in all roles will receive 90% of the normal rate of pay during the training period.

APPENDIX B - APPRENTICESHIP

The employer supports an apprenticeship program to further educate and provide employees with mentorship and paid work experience. To qualify for the program, eligible employees must receive advanced approval from the Plant Director and Maintenance Supervisor, subject to operational needs and job specific requirements. Eligible employees may qualify as apprentices as Journeyman Industrial Electricians, Industrial Mechanics, Instrumentation Technicians and 3rd or 4th Class Stationary Engineers. Other programs may be considered with management approval.

The applicant must be committed to the attainment of the full trade ticket by advancing and achieving each block. Should an employee hired or accepted into an apprentice position elect not to pursue the next block or fail to advance to the next block within 18 months (unless mutually agreed by the Plant Director) the employee will no longer be eligible for the position.

The Employer will grant the required leave time to complete mandatory in class instruction or examination, up to a maximum of 12 weeks per block. Employees will be laid off temporarily to attend in class instruction and may apply for Employment Insurance during the technical training period.

Further details regarding the apprenticeship program can be found in the employer's Sussex Plant Apprenticeship Policy. A completed and signed application is required before the apprenticeship begins.

Those participating in the program will receive an hourly rate, based on a percentage of the regular maintenance rate, as follows:

Enrolled Block	Hours	% Base Rate
Block 1	0-2000	75%
Block 2	2001-4000	80%
Block 3	4001-6000	85%
Block 4	6001-8000 +	95%

APPENDIX C - BENEFITS

During the life of this agreement, the Employer will provide for all eligible employees regularly working full-time a health, dental, life, AD&D and disability Benefit Plan (the "Plan"). All new full-time employees shall become members of the Benefit Plan after 3 months of continuous service for the Employer have elapsed.

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

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

The Employer will provide the telemedicine and total mental health services and will pay 100% of the cost of this coverage.

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

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

The Employer will not reduce the current level of benefits provided by the Plan for the life of the agreement without the union's agreement.

APPENDIX D - Floaters

The Floater position exists to provide additional coverage in the event of unplanned employee absences and to support operations during employee training, site sanitation, preventative maintenance, or periods of increased demand. Additional tasks may be assigned based on operational needs. Floaters will receive training on any role before being expected to provide coverage. The employer reserves the right to train Floaters on any role as deemed necessary.

Floaters are typically scheduled to work Monday to Friday for eight hours per day. However, this role requires flexibility, and employees are expected to be available for short-notice schedule changes. This includes potential overnight and weekend work. While the employer will strive to minimize schedule disruptions, operational needs will take priority. Call-ins will be managed through a rotational system to ensure an even distribution of work among all Floaters.

If a Floater is working their regular shift and is required to cover a night shift, they will be permitted to leave the site to rest before returning. If coverage is no longer needed, the Floater will resume their regular schedule, provided it is still feasible. If not, the employer will ensure additional hours are provided so the employee remains whole. On weekends, unless booked off, Floaters are expected to be on-call, reachable by phone, and able to report to work within a short time of being contacted. If unscheduled hours remain during the week and the employee is under the overtime threshold, they are eligible additional short-notice call-ins. Failure to answer the phone or being unavailable while on-call may result in disciplinary action.

Floater compensation reflects the requirements of the role, including cross-training, weekend and overnight availability, on-call responsibilities, and the expectation of accommodating last-minute shift changes.