

COLLECTIVE AGREEMENT

BETWEEN

UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401

AND

SOFINA FOODS INC. (LILYDALE DIVISION)
Edmonton Hatchery, Edmonton, Alberta

Renewal: February 27th, 2025

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This Agreement entered into this ____ day of _____, **2021**

Between:

SOFINA FOODS INC. (LILYDALE DIVISION),
EDMONTON HATCHERY
(Hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

And:

UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. **401**
(Hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Article 1 – Purpose of Agreement

1.01 Preamble

The Company and employees are committed to being the preferred quality partner for the distribution of poultry products in its market. This requires combining economic success with social and environmental responsibility to become the benchmark of excellence in this business. The parties are committed to recognizing and valuing each other's ideas and successes, encouraging individual initiative, and creating a personally satisfying work environment.

The purpose of this Agreement is to establish employment conditions which will support achievement of this purpose.

Article 2 – Recognition and Scope

2.01 Bargaining Unit

The Company recognizes the Union as the sole and exclusive bargaining agent for all employees set out in Alberta Labour Relations Board certificate **73-2018**, namely, all employees at the Edmonton Hatchery except office, clerical, and sales personnel.

Article 3 – Union Security

3.01 Union Membership

The Company agrees that the Union membership is a condition of employment of all employees in the bargaining unit.

The Company shall be free to hire new employees who are not members of the Union, provided said non-members, whether part-time or full-time employees, shall be eligible for membership in the Union, and shall make application on the first day of employment, and become members within thirty (30) days. All employees shall pay to the Union the regular dues.

Article 4 – Deduction of Dues

4.01 Dues Check-Off

All employees shall be required to sign authorization for check off of Union dues, initiation fees, and assessments uniformly required of all employees which may be levied by the Union in accordance with the Constitution and/or By-Laws.

4.02 Dues Remittances

The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, initiation fees, and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the check off list mentioned.

The Company shall meet with the Union upon request, and in any event no more frequently than every six (6) months to ensure that the Union dues, initiation fees, and any other assessments are being deducted and remitted properly and correctly.

The Union will provide any changes to initiation fees, Union dues, assessments, and other fees and the Company will apply them as soon as reasonably possible. If the Company has made errors or omissions, they shall correct the situation and remit the required deductions to the Union as soon as reasonably possible.

4.03 Tax Reporting

The Company shall record on each employee's T-4 slip, the total Union dues deducted and submitted on behalf of that employee.

4.04 Sharing of Information

The Company will supply a report to the Union containing the following information on an Excel spreadsheet or similar, once every six (6) months. The Union may request this information earlier than the six (6) month

timeframe where reasonably required in the circumstances.

- ***Current rate of pay***
- ***Name in full***
- ***Social Insurance Number***
- ***Mailing address***
- ***Email address – are as provided***
- ***All known phone numbers***
- ***Notice of Leave of Absence and type***

Article 5 – Shop Stewards

5.01 Recognition

The Company will recognize the Shop Steward selected in accordance with the Union rules and regulations as the Representative of the employees in the respective groups or departments for which they are chosen, and hereby recognizes that the power to elect and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.

5.02 Notice of Stewards

The Union will advise the Company of the identity of all Stewards and will also give notice within seventy-two (72) hours of any new appointment or removal thereof.

5.03 Approval

Shop Steward shall not leave their work to process or deal with any matter without first advising and receiving approval from their immediate **Supervisor**. The Company shall exercise reasonableness in their handling of such requests.

Article 6 – No Discrimination

6.01 No Discrimination

No employee will be discriminated against by the Company or the Union for any lawful union activity.

6.02 No Harassment

The Union and the Company agree that the workplace should be free of **bullying and** harassment, as defined by the Company Policy – **Prevention of Workplace Violence and Workplace Bullying and Harassment Policy**. The Company and the Union will co-operate with each other in preventing and eliminating **bullying and** harassment.

Article 7 – Seniority

7.01 Definition

Seniority for full-time, part-time, and casual employees is defined as the length of service with the Company from the last date of hire.

7.02 Seniority List

The **Company** agrees to post the seniority list on the bulletin board **every** six **(6)** months.

7.03 Loss of Seniority

An employee shall lose all entitled seniority and shall be deemed to have terminated employment if the employee:

- (a) Is discharged for cause and is not reinstated;

- (b) Resigns or retires from the employ of the Company;
- (c) Fails to report for three (3) consecutive shifts without a reason acceptable to the Company;
- (d) Fails to notify the **Company** of the employee's intention to return to work within three (3) calendar days following a recall from lay-off and after being notified in person, by telephone or by **Registered Mail** to do so;
- (e) Has passed probation and is continuously absent for a period of eighteen (18) months;
- (f) **Intentionally and knowingly acts creating an animal welfare issue;**
- (g) **Commits an act of workplace violence, bullying, or harassment.**

7.04 Probation

New employees will be on probation for a period of ninety (90) calendar days of work. The **Company** will have the discretion to extend probation by a period equivalent to the length of any absence. In the event the employee is unsuitable, the employee will be terminated.

7.05 Position Postings

When a vacancy occurs the vacancy will be posted on the Company bulletin board for a period of **four (4)** calendar days.

The posting will include the general accountability for the role, the required qualifications, and the closing date. Applications must be submitted to the Hatchery **Manager** or **their** designate by the end of the business day of the closing date.

If the qualified applicants are relatively equal, the most senior applicant will be selected. The employee will serve a trial period of **thirty (30)** working days in the new position.

Where the successful applicant is an existing employee, the employee will receive the closest pay rate for the position that is higher until they have demonstrated proficiency in the job at which point they will move to the rate of pay equivalent to their total length of service with the Company. For newly hired employees, the rate of pay will be at the Start Rate unless they have recent related experience in the position.

7.06 Work Assignment

Where there is available work, the **Company** will first attempt to fill the work from within the employee's classification. Recognizing that this is a live operation, there will be circumstances where employees will need to assist in other classifications. The **Company** will first move junior qualified employees outside of their classification assuming they are available.

Drivers' Routes

The **Company** commits that, by seniority, drivers shall have the opportunity, on September 1st and April 1st of each year, to select which type of route they prefer (i.e. egg run or length of route). Based on the drivers' compressed work week schedule of **forty (40)** hours over **four (4)** days, the **Company** will, in normal circumstances, match driver selections to available routes. Normal circumstances do not include unforeseen events or emergencies.

7.07 Layoff and Recall

Employee layoffs shall be on the basis of reverse department seniority provided the employees remaining must have the qualifications, skills, and ability to perform the work. Recalls shall be on the basis of department seniority provided the employee being recalled must have the qualifications, skills, and abilities to perform the work.

Article 8 – Management

8.01 Management Rights

The Management of the Hatchery and the direction of the working force including (without limiting the generality of the foregoing) the right to hire, suspend or discharge for cause, to assign and re-assign employees to jobs, to transfer employees from department to department, to increase and decrease the working force, to determine the products to be handled, produced, processed, or manufactured, the scheduling of production, and the methods, processes, and means of production and handling are vested exclusively with the Company. These rights will not be used to discriminate against employees.

The Company retains all rights to manage the business not limited by the express provision of the Agreement.

In administering this Agreement, the **Company** shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 9 – Grievance Procedure

9.01 Definition of Grievance

Any complaint, disagreement, or difference of opinion between the Company, the employees, **and/or the Union** covered by this Agreement which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

Any grievance which is not presented within ten (10) working days following the event giving rise to such grievance or within ten (10) working days after the employee ought to have known of the event, shall be forfeited and waived by the aggrieved party.

9.02 Settling of Grievances

An earnest effort shall be made to settle issues arising from the application of this Agreement fairly and promptly through discussion between the parties to avoid the need for formal grievances. ***If a resolution cannot be reached between the parties, the following steps of the grievance procedure shall apply:***

Step One

If the parties are unable to come to a resolution as referenced in the above paragraph a grievance shall be submitted in writing to the **Human Resources Representative** through the Union within ten (10) working days of the **event giving rise to such grievance.**

The grievance when presented in writing shall contain:

- (a) a summary of circumstances giving rise to the grievance.

- (b) the provision(s) of the Agreement considered violated.
- (c) the particulars of the remedy sought.

The **Human Resources Representative** shall meet with the Union **Labour Relations Officer** within five (5) **working** days of receipt of the grievance and shall render a decision in writing within five (5) **working** days of this meeting. The Grievor(s) may be present at this meeting if requested by either party.

Step Two

Failing satisfactory settlement being reached in Step One, the Union **Labour Relations Officer** within five (5) **working** days of receipt of the decision in Step One, will advance the grievance in writing to the Hatchery Manager. The Hatchery Manager and the **Human Resources Representative**, with or without the employee's Supervisor, or their designates, shall meet with the Union **Labour Relations Officer** within five (5) **working** days of receipt of the grievance and shall render a decision in writing within five (5) **working** days of this meeting. The Grievor(s) may be present at this meeting if requested by either party.

Step Three

Failing satisfactory settlement being reached in Step Two, within **ten (10) working** days of receipt of the decision in Step Two, the grievance may be referred in writing to arbitration by either party.

9.03 Policy Grievance

A policy grievance may be initiated by the Company or the Union where the dispute involves a question of general application or interpretation of the Agreement. A policy

grievance shall commence at Step 2 of the Grievance Procedure.

The aggrieved party shall submit the grievance in writing within **ten (10) working** days of the date of the occurrence giving rise to the grievance. The grievance when presented in writing must be signed by the Union or Company, and shall contain:

- (a) A summary of circumstances giving rise to the grievance.
- (b) The provision(s) of the Agreement considered violated.
- (c) The particulars of the remedy sought.

Failing satisfactory settlement being reached within **ten (10) working** days of receiving the grievance in writing, the grievance may be referred in writing to arbitration by either party.

9.04 Arbitration

When one **(1)** party **refers** a grievance to Arbitration, that party shall notify the other party in writing of its intention to submit the grievance to Arbitration and shall at the same time **provide their recommendations for a single arbitrator. Should the parties not agree on a single arbitrator, the matter will be referred to Mediation Services.**

9.05 Single Arbitrator Costs

The Company and the Union shall bear equally the total costs of the Single Arbitrator.

9.06 Effect of Decision

The decision of the Single Arbitrator shall be final, binding, and enforceable on all parties affected. The Single Arbitrator

shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions or make any decision contrary to the provisions of this Agreement.

9.07 Time Limits

The time limits specified in both the Grievance and Arbitration procedures may be extended by mutual agreement between the Company and the Union.

Article 10 – Job Classifications and Pay

10.01 Reference to Schedule A

Job classifications and pay shall be according to Schedule A attached to and forming part of this Agreement.

10.02 Pay Days

Employees will be paid every two (2) weeks with up to a one (1) week period after the end of a pay period allowed for payroll processing.

10.03 Statements of Pay

The Company shall provide every employee on each pay day with an itemized statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Such statement shall set forth the total hours worked, total overtime hours worked, applicable overtime rate, and all deductions made from the gross amount of wages.

10.04 Compensation Programs

The Company retains the sole discretion to operate and amend compensation programs such as incentive or performance pay as an addition to the pay conditions contained in Schedule A, and will notify the Union of any changes.

10.05 New Classifications

When a new classification is created for which a pay rate does not exist in the Agreement, the Company shall establish a rate for such a job. If the Union disagrees with such pay rate, the matter shall be settled through the Grievance Procedure.

10.06 Temporary Vacancies

Employees required to temporarily fill in a higher classification for at least four (4) hours per shift shall receive the higher classification rate for the four (4) or more hours worked, but if required temporarily to fill a lower classification shall receive their regular rate of pay.

Article 11 – Hours of Work

11.01 Work Schedules and Compressed Work Week Schedules

Work schedules for employees shall be defined for the purposes of this Agreement as up to eight (8) hours per day, forty (40) hours per week, as determined by the Company. The Company may also establish schedules with variable hours of work per day, including compressed work week schedules, which average up to forty (40) hours per week over the rotation cycle of the schedule. Compressed work

week schedules that exceed ten (10) hours per day shall require mutual agreement between the Company and the Union respecting conditions that will apply to implementing such schedules.

Scheduled days off will be consecutive recognizing that schedules which have variable numbers of consecutive days off may have single day breaks during the rotation cycle of the schedule.

The Company will consult with the Union prior to the implementation of any compressed work week schedule not already in effect.

11.02 Rest Breaks

Employees shall be entitled to two (2) fifteen (**15**) minutes paid rest breaks on each scheduled day of work.

11.03 Meal Breaks

Employees shall be entitled to one (1) unpaid meal break of a one-half (1/2) hour (or such meal period as may be mutually agreed between the employee and the Company) on each scheduled day of work, if the scheduled shift is in excess of five (5) hours. The meal break shall be taken at approximately the mid-point of the shift.

11.04 Schedules

Starting times for schedules will be posted on the operating needs of the Hatchery. ***The Company will provide as much notice of starting times as reasonably possible.***

11.05 Truck Drivers' Hours of Work

The hours of work, including rest periods, for Truck Drivers are as scheduled by the Company to complete their trips, subject to legislation regulating driving.

Overtime will be paid as per Article 12.1 of the Collective Agreement.

If a Truck Driver is asked and/or required after speaking to the Plant Manager to stay overnight, eight (8) hours of regular hourly rate per night will be paid.

Time recording: The Company agrees to provide **electronic logging devices** to **electronically record** hours worked.

Reimbursement: Truck Drivers who incur expenses while carrying out Company business (i.e. accommodations, meals, fuel, etc.) will be reimbursed within five (5) business days of the plant manager, or their designate, approving such expenses.

Article 12 – Overtime

12.01 Overtime Pay

Overtime, at the rate of one and one half (**1 1/2X**) times the employee's hourly rate, will be paid after eight (8) paid hours in a day or forty (40) paid hours in a week. If the employee is working a compressed work week, overtime will be paid after ten (10) hours in a day, or forty (40) hours in a week.

12.02 Overtime Assignment

When overtime is necessary, the most senior qualified employee in the department shall have the first opportunity to declare their availability. If there are insufficient volunteers for overtime, then the selection of employees shall be on a reverse seniority basis.

Article 13 – Recognized Holidays

13.01 Recognized Holidays

The following shall be recognized holidays:

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

13.02 Holiday Pay Calculation

If an employee is required to work on a recognized holiday, the employee will be paid one and one-half (1 1/2X) times the employee's regular rate for hours worked in addition to the recognized holiday pay the employee is eligible to receive.

13.03 Holiday Pay Entitlement

An employee is not entitled to recognized holiday pay if the employee:

- (a) Does not work on a recognized holiday when required or scheduled to do so, or;
- (b) Is absent from employment without the consent of the Company on the employee's last regular work day preceding, or the employee's first regular work day following a recognized holiday.

13.04 Day Off in Lieu

For employees working a regular work week schedule, if a recognized holiday falls on a full-time employee's scheduled day off, a day off in lieu will be provided before or after the recognized holiday.

13.05 Holiday Pay and Compressed Work Week

Recognized holiday pay for full-time employees working compressed work week schedules up to and including ten (10) hours per shift shall be applied as follows:

- (a) If a recognized holiday falls on an employee's scheduled working day, the employee will be provided with the day off and paid the regular hours of the compressed work week shift for each recognized holiday the employee is eligible to receive.
- (b) If a recognized holiday falls on an employee's scheduled day off, the employee will be paid eight (8) hours for each recognized holiday the employee is eligible to receive. However, if a recognized holiday falls on an employee's working compressed work week schedules up to and including ten (10) hours per shift scheduled day off, the employee will be paid ten (10) hours for each recognized holiday the employee is eligible to receive.

- (c) If a compressed work week schedule involving more than ten (10) hours per day is to be implemented, the basis for payment of recognized holidays shall be mutually agreed between the Company and the Union.

13.06 Part-Time and Casual employees

Part-time or casual employees will be paid for recognized holidays according to the provisions of the Employment Standards Code.

Article 14 – Annual Vacation Leave

14.01 Vacation Entitlement Period

An employee's vacation entitlement period runs from the employee's anniversary date of one (1) year to ***their*** anniversary date in the following year.

14.02 Vacation Entitlement

Employees regularly working full-time shall receive vacation with pay in accordance with the terms of the following schedule setting out consecutive years of service.

Two (2) weeks vacation after one (1) years service
Three (3) weeks vacation after four (4) years service
Four (4) weeks vacation after nine (9) years service
Five (5) weeks vacation after fifteen (15) years service
Six (6) weeks vacation after twenty (20) years service

Vacation pay for each week of vacation shall be computed as the greater of one (**1**) week's pay or two (2%) percent of the employees total gross annual earnings.

Employees shall be provided a breakdown of their vacation pay in January of each year as well as with an employee's last paystub prior to the commencement of each vacation period taken.

14.03 Vacation Scheduling

Vacations shall be taken at a time mutually agreed between an employee and the Company and approved by the Company in advance based on operating requirements. Vacation requests shall be processed on the basis of department seniority. The vacation year shall be from April 1st to March 31st.

14.04 Vacation and Recognized Holidays

If a recognized holiday falls during the annual vacation of a full-time employee, one (1) additional day off with pay will be granted on a date mutually agreed between the employee and the Company or the employee may elect to be paid out for the Statutory Holiday.

Article 15 – Benefits

15.01 Reference to Schedule B

Employee benefit provisions are contained in Schedule B of this Agreement.

Article 16 – Leave of Absence

16.01 Requests for Leaves of Absence

Requests for leave of absence extending over a period of more than one (1) week must be received in writing, provided however, that it may be extended by parties hereto. The Company will return their answer to a request in writing within seven (7) days. Absence without cause shall constitute grounds for dismissal.

16.02 Unpaid Leave of Absence

Leave of absence without pay may be granted, by mutual agreement, in addition to regular vacation, however, employees with four (4) or more years seniority may request and shall be granted two (2) weeks of unpaid leave in addition to their regular vacation. Request for leave of absence shall be made in writing stating reasons therefore. Leaves of absence for extended vacation shall not be granted during July and August.

16.03 Maternity and Parental Leave

Requests for maternity leave and parental leave will be granted upon application in writing with at least two (2) weeks' notice and will be administered as per the Alberta Employment Standards Act as may be amended from time to time, except where this article provides for a greater right or benefit.

In no case will these leave entitlements be less than a maximum of fifteen (15) weeks of unpaid maternity leave and thirty-seven (37) weeks of unpaid parental leave, unless otherwise agreed by the parties. The Maternity/Parental leave shall be consecutive except

when an employee is required to work additional hours to qualify under the Employment Insurance Act.

Employees will provide the **Company** with one (1) week's notice of their intent to return to work.

Upon return to work the employee will be reinstated and given credit for seniority accumulated from the date the leave of absence commenced until the date of the employee's return to work.

An employee who is granted this leave will be responsible for the full cost of continuing the Company's group insurance package.

In addition to the foregoing ***parental*** leave ***permitted under the Alberta Employment Standards Act***, the **Company** will provide one (1) day paternity leave, with pay, within one (1) week of the birth of a child. This leave is not applicable when the employee is absent from work as a result of being on vacation or a statutory holiday, is collecting ***disability benefits*** or Workers Compensation Benefits, or is on leave of absence.

16.04 **Bereavement Leave**

- (a) An employee shall be granted not less than ***three (3)*** days off from work, with pay, in the event of death in the immediate family, length of such leave shall be determined by the **Company**. The term immediate family shall mean mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparents, stepfather, stepmother, stepbrother, stepsister, and grandchildren.

- (b) Notwithstanding the foregoing, if the death is a case of spouse, **common-law partner**, father, mother, child, legal step child, brother or sister, the employee shall be entitled up to **five (5)** days with pay and further consideration of leave of absence at the time of bereavement.
- (c) Consideration will also be given with respect to travel time. Employee's day off or vacation will not be used to circumvent funeral leave.

16.05 Union Leave

The **Company** agrees to grant necessary time off, without pay, and without loss of accrued seniority to any employee who is elected, appointed, or designated by the Union to attend a labour convention or to serve in any capacity on legitimate official Union business, provided however, that sufficient notification is given the **Company** so that such employee's position can be filled.

Where a leave of absence is granted **to** an employee by the **Company**, provided such leave does not exceed one (1) year, the employee shall suffer no loss of seniority for that period.

16.06 Jury Duty

An employee summoned to jury duty or subpoenaed as a witness shall be paid the difference between the amount paid for such jury 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 to work when not required by the Court providing there is not less than two (2) hours remaining in **the employee's** normal work shift. Time worked on the job in excess of eight (8)

hours combined with jury duty and time worked on the job in one **(1)** day shall be considered overtime and paid at applicable overtime rates.

Article 17 – Separation of Employment

17.01 Payment Upon Discharge

If an employee is discharged by the Company, the employee shall be paid in full for all monies owing by the Company within three (3) days. If an employee quits the Company of **their** own accord, the employee will be paid on the next regular payday.

17.02 Record of Employment

When an employee leaves the employ of the Company for any reason or is laid off, the Company shall **provide** the employee's Record of Employment **to Service Canada** showing **all required information** to **the employee's** last day of employment.

Article 18 – Safety & Health

18.01 Joint Health and Safety Committee

There shall be a Joint Health and Safety Committee ("**JHSC**") appointed and shall constitute two (2) employee representatives appointed by the Union and two (2) representatives appointed by Management. Both parties shall be motivated by the need for appointing members to the Committee who shall be best capable of promoting safety throughout the Hatchery. Regular meetings of the Safety Committee shall be held at least once every three (3)

months. A list of names of the Safety Committee members shall be kept posted on the bulletin board in the lunch room.

The Company shall provide training to all JHSC members as required under the Occupational Health & Safety Act (the "Act"). At the Company's discretion, such training shall either be held on Company time or outside of working hours. Where the training is held outside of working hours, employees shall be paid their regular rate of pay for all mandated training hours. The Company has the discretion to adjust a JHSC member's work schedule to accommodate training requirements. The cost of any training courses required for JHSC members under the Act shall be paid by the Company.

18.02 Workplace Injuries

An employee injured while working at the Hatchery shall suffer no loss of earnings for the balance of hours in the scheduled shift in which the accident occurs if, as a result of such injury, they are sent home or to the hospital or for medical attention and transportation will be provided.

Article 19 – Sick Leave

19.01 Paid Sick Leave

The Company agrees to provide sick leave with pay, earned at the rate of one (1) day sick leave for each month of employment. Employees will accrue one (1) sick day credit only if they worked every scheduled work day of the calendar month for which the accrual is being calculated. Sick leave with pay shall be cumulative up to twenty (20) days. Accumulation shall commence upon completion of a six (6) month eligibility period.

- (a) On a day that an employee works less than three (3) hours and goes home sick, that day shall be counted as first day of sickness. Sick employees shall not be requested to remain in the plant beyond the three (3) hours to circumvent first day of sickness.
- (b) Doctor's note is not required for two (2) or less days of illness for the purpose of sick pay. No employee on sick leave shall be paid for the first day of absence.
- (c) Doctor's notes, when required by the Company, shall be reimbursed to a maximum of **fifty (\$50.00) dollars**/receipt (upon proper proof of payment).

Article 20 – No Strikes or Lockouts

20.01 No Lockout During Agreement

The Company agrees that it shall not cause or direct any lockout of the employees covered by this Agreement during the term of this Agreement, or any extension thereof.

20.02 No Strike During Agreement

The Union agrees that there shall be no collective action which shall stop or interfere with production during the term of this Agreement or during the time the said Agreement is under negotiation, or re-negotiation.

Article 21 – General

21.01 Clothing

Adequate and appropriate clothing, as determined by the Company, including special wearing apparel an employee

is required to wear so as to safely and adequately perform their work, shall be furnished and laundered by or at the expense of the Company.

21.02 Safety Shoes

Employees who have passed probation will be reimbursed for the purchase of steel-toed safety footwear up to a maximum of one hundred **twenty-five (\$125.00)** dollars per year, **effective date of ratification**. To be reimbursed, employees will be required to provide a receipt.

21.03 Truck Drivers' Licensing

After receiving a receipt, the Company will reimburse full- and part-time drivers for the cost of a medical exam associated with their 1A and 3B license renewal where the drivers need to use their license on a regular and recurring basis. The Company may request a Driver's Abstract at any time from a full or part-time Driver or any employee temporarily filling that position. The Company also agrees to pay the fee for obtaining the Abstract as well as the cost of renewing the drivers' license.

21.04 Education and Training Fund

The Company shall contribute five hundred (\$500.00) dollars per year to the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund.

Article 22 – Duration of Agreement


22.01 Duration


This Agreement shall be in full force and effect from February **28th, 2020** and February **27th, 2025** and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement not less than sixty (60) days and not more than one hundred and twenty (120) days prior to the termination date of this Agreement, to give notice in writing to the other party requiring the other party to commence collective bargaining with a view to conclusion of a renewal or revision this Agreement. If neither party provides notice in accordance with this provision, the Agreement shall continue in full force and effect for one (1) additional year and from year to year thereafter until notice is served by either party.


Signed this 15th day of Feb, 2022.


For the Company:


For the Union:














Company Committee:
Bill Roberts
Jacquelyn Darragh
Christina Clark-Turcotte
Serena Lendzyk
Stephanie Sangster

Bargaining Committee:
Andrew Lemoine
Rick Schneider
Michelle Cahill
Lee Clarke

This Agreement was ratified on March 29th, 2021.

SCHEDULE A – Wage Rates and Shift Premium

Classification	Progression	Rate of Pay					
		2019	2020	2021	2022	2023	2024
General Labourer 1	Start Rate	\$17.77	\$18.12	\$18.47	\$18.82	\$19.22	\$19.67
	3 months	\$18.27	\$18.62	\$18.97	\$19.32	\$19.72	\$20.17
	6 months	\$18.77	\$19.12	\$19.47	\$19.82	\$20.22	\$20.67
	9 months	\$19.27	\$19.62	\$19.97	\$20.32	\$20.72	\$21.17
	12 months	\$19.92	\$20.27	\$20.62	\$20.97	\$21.37	\$21.82
General Labourer 2	Start Rate	\$18.92	\$19.27	\$19.62	\$19.97	\$20.37	\$20.82
	3 months	\$19.42	\$19.77	\$20.12	\$20.47	\$20.87	\$21.32
	6 months	\$19.92	\$20.27	\$20.62	\$20.97	\$21.37	\$21.82
	9 months	\$20.17	\$20.52	\$20.87	\$21.22	\$21.62	\$22.07
	12 months	\$20.42	\$20.77	\$21.12	\$21.47	\$21.87	\$22.32
Equipment Technician 1	Start Rate	\$21.37	\$21.72	\$22.07	\$22.42	\$22.82	\$23.27
	3 months	\$22.17	\$22.52	\$22.87	\$23.22	\$23.62	\$24.07
	6 months	\$22.67	\$23.02	\$23.37	\$23.72	\$24.12	\$24.57
	9 months	\$23.17	\$23.52	\$23.87	\$24.22	\$24.62	\$25.07
Equipment Technician 2	Start Rate	\$23.17	\$23.52	\$23.87	\$24.22	\$24.62	\$25.07
	3 months	\$24.17	\$24.52	\$24.87	\$25.22	\$25.62	\$26.07
	6 months	\$25.17	\$25.52	\$25.87	\$26.22	\$26.62	\$27.07
	9 months	\$26.17	\$26.52	\$26.87	\$27.22	\$27.62	\$28.07
Driver (Class 1)	Start Rate	\$24.70	\$25.05	\$25.40	\$25.75	\$26.15	\$26.60
	3 months	\$25.20	\$25.55	\$25.90	\$26.25	\$26.65	\$27.10

	6 months	\$25.70	\$26.05	\$26.40	\$26.75	\$27.15	\$27.60
	9 months	\$26.20	\$26.55	\$26.90	\$27.25	\$27.65	\$28.10
Driver (Class 3)	Start Rate	\$22.75	\$23.10	\$23.45	\$23.80	\$24.20	\$24.65
	3 months	\$23.25	\$23.60	\$23.95	\$24.30	\$24.70	\$25.15
	6 months	\$23.75	\$24.10	\$24.45	\$24.80	\$25.20	\$25.65
	9 months	\$24.25	\$24.60	\$24.95	\$25.30	\$25.70	\$26.15
Journeyman		\$40.10	\$40.45	\$40.80	\$41.15	\$41.55	\$42.00

Shift Premium

Effective February 28th, 2017, each employee shall receive an off shift premium of thirty (\$0.30) cents per hour for all hours scheduled and worked commencing between 12:00 noon and 4:30 a.m. Production employees regularly scheduled to work afternoons will also receive the shift premium for hours worked on Saturday regardless of start or finish times. Such premium shall not be considered as part of an employee's basic rate.

SCHEDULE B – Benefits

1. The Company will continue to pay its share of the premiums for the following types of benefit plans. Employees' eligibility for benefits is subject to the terms of the plans.

(a) Dental Plan

Effective February 28th, 2017, yearly maximums in the Plan shall be as follows:

- Preventative Care – **\$1850***;
- Basic Plan – **\$1850***;
- Major Plan – **\$1850***;
- Orthodontic Plan – \$2250.

***Preventive Care, Basic Plan, and Major Plan subject to a combined maximum**

(b) Extended Health Care Plan

(c) Life Insurance

(d) Pension

- All employees will move from their existing plan to the Pension Plan for employees of Sofina Foods Inc./Aliments Sofina Inc. and Participating Affiliates. Company will match employees' contributions at **four and one half (4.5%) percent** of regular earnings, as defined by the plan.
- Effective February 28th, 2018, the Company will match employees' contributions at four and three quarter (4.75%) percent of regular earnings, as defined by the Plan.
- Effective February 28th, 2019, the Company will match employees' contributions at five (5%) percent of regular earnings, as defined by the Plan.

(e) Long-term Disability

(f) Vision Care:

- ***New coverage for eye exams at forty (\$40.00) dollars every twenty-four (24) months;***
- Year 1: \$200.00 yearly maximum;
- Year 4: \$250.00 yearly maximum.

2. The group insurance benefits will continue as presently enjoyed.
3. The current group insurance cost sharing arrangement will continue.
4. In the event the Company chooses a different carrier, the level and kind of benefits will not change without mutual agreement.
5. The Company will pay ***seventy-five (75%)*** of the premium for the Alberta Health Care Plan as it is on the date of ratification.
6. Benefit booklets will be made available.

Letters of Understanding

Letter of Understanding #1 – Common Anniversary Date for Vacation

At any time during the lifetime of the Collective Agreement, at the request of either the Union or the Company and upon providing one (1) months' notice, the Parties agree to meet and discuss the possibility of moving to a common anniversary date as opposed to individual employee anniversary dates. The parties may also discuss the possibility of modifying the vacation scheduling year. Any decision with respect to moving to a common anniversary date or modifying the vacation scheduling year will only be made by mutual agreement.

Letter of Understanding #2 – Public Health Emergency

During the 2020 renewal collective agreement negotiations, the parties discussed the process surrounding public health emergencies. The Company agrees that should the Provincial Government declare a public health emergency that materially impacts the bargaining unit, the Company will contact the Union and share and review any applicable plans.


Employees will be strongly encouraged by the parties to take a vaccine in the interests of workplace health and safety; however, the vaccine will not be mandatory unless the applicable government authorities require mandatory COVID-19 vaccinations for Albertans or for the industry in which the Company operates.


This Letter of Understanding shall remain in effect until expiration of the Collective Agreement or until the end of the public health emergency as declared by provincial government.


Signed this 15th day of Feb, 2022.


For the Company:


For the Union:














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Jacquelyn Darragh
Christina Clark-Turcotte
Serena Lendzyk
Stephanie Sangster

Bargaining Committee:
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This Agreement was Ratified on March 29th, 2021.