

Memorandum of Agreement
WOW! Factor Desserts

Ratification Vote:
January 31, 2023 – In Person
February 2, 2023 – Online

Appendix A – Rates of Pay

Pay increases and lump sum/signing bonus are for employees who are employed with the Employer on date of ratification.

The Parties agree to the wage provisions reflected in the Wage Grid tables as attached.

Employees will progress through the wage grid based on their seniority date.

Lump Sum Payment for 2022

- All current employees who were hired by the Company before January 1st, 2022 shall receive a one-time lump sum payment of \$1,000.00
- All current employees who were hired by the Company on January 2, 2022 up and until September 30th, 2022 shall receive a one-time lump sum payment of \$500.00
- All current employees who were hired by the Company on October 1, 2022 up and until date of ratification shall receive a one-time lump sum payment of \$250.00.

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Signing Bonus effective first Sunday after ratification

- All current employees who were hired by the Company before January 1st, 2022 shall receive a signing bonus of \$1,000.00
 - All current employees who were hired by the Company on January 2, 2022 up and until September 30th, 2022 shall receive a signing bonus of \$500.00
 - All current employees who hired by the Company on October 1, 2022 up and until date of ratification shall receive a signing bonus of \$250.00.
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Wages

Maintenance	Current	Sunday After Ratification	January 1st, 2024	January 1st, 2025	January 1st, 2026
Start Rate	\$ 21.50	\$ 21.70	\$ 21.80	\$ 21.90	\$ 22.05
1 Year or more	\$ 21.90	\$ 22.00	\$ 22.10	\$ 22.20	\$ 22.35
2 Years or more	\$ 22.30	\$ 22.40	\$ 22.50	\$ 22.60	\$ 22.75
3 Years or more	\$ 22.70	\$ 22.80	\$ 22.90	\$ 23.00	\$ 23.15
4 Years or more	\$ 23.10	\$ 23.20	\$ 23.30	\$ 23.40	\$ 23.55
5 Years or more	\$ 23.50	\$ 23.60	\$ 23.70	\$ 23.80	\$ 23.95
6 Years or more	\$ 23.90	\$ 24.00	\$ 24.10	\$ 24.20	\$ 24.35
7 Years or more	\$ 24.30	\$ 24.40	\$ 24.50	\$ 24.60	\$ 24.75
8 Years or more (Top Rate)	\$ 25.25	\$ 25.75	\$ 26.50	\$ 27.25	\$ 28.10

Baking Assistant	Current	Sunday After Ratification	January 1st, 2024	January 1st, 2025	January 1st, 2026
Start Rate	\$ 18.75	\$ 18.95	\$ 19.05	\$ 19.15	\$ 19.30
1 Year or more	\$ 19.15	\$ 19.25	\$ 19.35	\$ 19.45	\$ 19.60
2 Years or more	\$ 19.55	\$ 19.65	\$ 19.75	\$ 19.85	\$ 20.00
3 Years or more	\$ 19.95	\$ 20.05	\$ 20.15	\$ 20.25	\$ 20.40
4 Years or more	\$ 20.35	\$ 20.45	\$ 20.55	\$ 20.65	\$ 20.80
5 Years or more	\$ 20.75	\$ 20.85	\$ 20.95	\$ 21.05	\$ 21.20
6 Years or more	\$ 21.15	\$ 21.25	\$ 21.35	\$ 21.45	\$ 21.60
7 Years or more	\$ 21.55	\$ 21.65	\$ 21.75	\$ 21.85	\$ 22.00
8 Years or more (Top Rate)	\$ 22.50	\$ 23.00	\$ 23.75	\$ 24.50	\$ 25.35

Sanitation	Current	Sunday After Ratification	January 1st, 2024	January 1st, 2025	January 1st, 2026
Start Rate	\$ 17.25	\$ 17.45	\$ 17.55	\$ 17.65	\$ 17.80
1 Year or more	\$ 17.65	\$ 17.75	\$ 17.85	\$ 17.95	\$ 18.10
2 Years or more	\$ 18.05	\$ 18.15	\$ 18.25	\$ 18.35	\$ 18.50
3 Years or more	\$ 18.45	\$ 18.55	\$ 18.65	\$ 18.75	\$ 18.90
4 Years or more	\$ 18.85	\$ 18.95	\$ 19.05	\$ 19.15	\$ 19.30
5 Years or more	\$ 19.25	\$ 19.35	\$ 19.45	\$ 19.55	\$ 19.70
6 Years or more	\$ 19.65	\$ 19.75	\$ 19.85	\$ 19.95	\$ 20.10
7 Years or more	\$ 20.05	\$ 20.15	\$ 20.25	\$ 20.35	\$ 20.50
8 Years or more (Top Rate)	\$ 21.00	\$ 21.50	\$ 22.25	\$ 23.00	\$ 23.85

Rover	Current	Sunday After Ratification	January 1st, 2024	January 1st, 2025	January 1st, 2026
Start Rate	\$ 17.25	\$ 17.45	\$ 17.55	\$ 17.65	\$ 17.80
1 Year or more	\$ 17.65	\$ 17.75	\$ 17.85	\$ 17.95	\$ 18.10
2 Years or more	\$ 18.05	\$ 18.15	\$ 18.25	\$ 18.35	\$ 18.50
3 Years or more	\$ 18.45	\$ 18.55	\$ 18.65	\$ 18.75	\$ 18.90
4 Years or more	\$ 18.85	\$ 18.95	\$ 19.05	\$ 19.15	\$ 19.30
5 Years or more	\$ 19.25	\$ 19.35	\$ 19.45	\$ 19.55	\$ 19.70
6 Years or more	\$ 19.65	\$ 19.75	\$ 19.85	\$ 19.95	\$ 20.10
7 Years or more	\$ 20.05	\$ 20.15	\$ 20.25	\$ 20.35	\$ 20.50
8 Years or more (Top Rate)	\$ 21.00	\$ 21.50	\$ 22.25	\$ 23.00	\$ 23.85

Baking Specialist	Current	Sunday After Ratification	January 1st, 2024	January 1st, 2025	January 1st, 2026
Start Rate	\$ 20.50	\$ 20.70	\$ 20.80	\$ 20.90	\$ 21.05
1 Year or more	\$ 20.90	\$ 21.00	\$ 21.10	\$ 21.20	\$ 21.35
2 Years or more	\$ 21.30	\$ 21.40	\$ 21.50	\$ 21.60	\$ 21.75
3 Years or more	\$ 21.70	\$ 21.80	\$ 21.90	\$ 22.00	\$ 22.15
4 Years or more	\$ 22.10	\$ 22.20	\$ 22.30	\$ 22.40	\$ 22.55
5 Years or more	\$ 22.50	\$ 22.60	\$ 22.70	\$ 22.80	\$ 22.95
6 Years or more	\$ 22.90	\$ 23.00	\$ 23.10	\$ 23.20	\$ 23.35
7 Years or more	\$ 23.30	\$ 23.40	\$ 23.50	\$ 23.60	\$ 23.75
8 Years or more (Top Rate)	\$ 24.25	\$ 24.75	\$ 25.50	\$ 26.25	\$ 27.10

Decorator	Current	Sunday After Ratification	January 1st, 2024	January 1st, 2025	January 1st, 2026
Start Rate	\$ 17.75	\$ 17.95	\$ 18.05	\$ 18.15	\$ 18.30
1 Year or more	\$ 18.15	\$ 18.25	\$ 18.35	\$ 18.45	\$ 18.60
2 Years or more	\$ 18.55	\$ 18.65	\$ 18.75	\$ 18.85	\$ 19.00
3 Years or more	\$ 18.95	\$ 19.05	\$ 19.15	\$ 19.25	\$ 19.40
4 Years or more	\$ 19.35	\$ 19.45	\$ 19.55	\$ 19.65	\$ 19.80
5 Years or more	\$ 19.75	\$ 19.85	\$ 19.95	\$ 20.05	\$ 20.20
6 Years or more	\$ 20.15	\$ 20.25	\$ 20.35	\$ 20.45	\$ 20.60
7 Years or more	\$ 20.55	\$ 20.65	\$ 20.75	\$ 20.85	\$ 21.00
8 Years or more (Top Rate)	\$ 21.50	\$ 22.00	\$ 22.75	\$ 23.50	\$ 24.35

Worker	Current	Sunday After Ratification	January 1st, 2024	January 1st, 2025	January 1st, 2026
Start Rate	\$ 16.75	\$ 16.95	\$ 17.05	\$ 17.15	\$ 17.30
1 Year or more	\$ 17.15	\$ 17.25	\$ 17.35	\$ 17.45	\$ 17.60
2 Years or more	\$ 17.55	\$ 17.65	\$ 17.75	\$ 17.85	\$ 18.00
3 Years or more	\$ 17.95	\$ 18.05	\$ 18.15	\$ 18.25	\$ 18.40
4 Years or more	\$ 18.35	\$ 18.45	\$ 18.55	\$ 18.65	\$ 18.80
5 Years or more	\$ 18.75	\$ 18.85	\$ 18.95	\$ 19.05	\$ 19.20
6 Years or more	\$ 19.15	\$ 19.25	\$ 19.35	\$ 19.45	\$ 19.60
7 Years or more	\$ 19.55	\$ 19.65	\$ 19.75	\$ 19.85	\$ 20.00
8 Years or more (Top Rate)	\$ 20.50	\$ 21.00	\$ 21.75	\$ 22.50	\$ 23.35

Shipper	Current	Sunday After Ratification	January 1st, 2024	January 1st, 2025	January 1st, 2026
Start Rate	\$ 18.75	\$ 18.95	\$ 19.05	\$ 19.15	\$ 19.30
1 Year or more	\$ 19.15	\$ 19.25	\$ 19.35	\$ 19.45	\$ 19.60
2 Years or more	\$ 19.55	\$ 19.65	\$ 19.75	\$ 19.85	\$ 20.00
3 Years or more	\$ 19.95	\$ 20.05	\$ 20.15	\$ 20.25	\$ 20.40
4 Years or more	\$ 20.35	\$ 20.45	\$ 20.55	\$ 20.65	\$ 20.80
5 Years or more	\$ 20.75	\$ 20.85	\$ 20.95	\$ 21.05	\$ 21.20
6 Years or more	\$ 21.15	\$ 21.25	\$ 21.35	\$ 21.45	\$ 21.60
7 Years or more	\$ 21.55	\$ 21.65	\$ 21.75	\$ 21.85	\$ 22.00
8 Years or more (Top Rate)	\$ 22.50	\$ 23.00	\$ 23.75	\$ 24.50	\$ 25.35

Last Name	First Name	Start Date	Off-scale/ Grid	Agreed Classification	Pre-Rat. Rate	Sunday After Ratification	Jan 1, 2024	Jan 1, 2025	Jan 1, 2026
Acosta	Joey	2014-11-17	Off-scale/Grid	Baking Assistant	22.04	<i>grid</i>			
Cubacub	Loreto	1990-05-01	Off-scale	Decorator	26.53	27.03	27.78	28.53	29.38
Hoffman	Eva	1997-06-18	Off-scale	Decorator	24.81	25.31	26.06	26.81	27.66
Saduera	Usha	1997-10-27	Off-scale	Decorator	26.27	26.77	27.52	28.27	29.12
Stacey	Darlene	2004-09-20	Off-scale	Decorator	23.93	24.43	25.18	25.93	26.78
Abenoja	Rommel	2014-10-20	Off-scale/Grid	Sanitation	20.73	<i>grid</i>			
Mamaril	Marvine	2014-03-17	Off-Scale/Grid	Shipper	22.5	<i>grid</i>			
Dizon	Renato	2014-07-14	Off-Scale/Grid	Maintenance	24.3	<i>grid</i>			

Effective SAR Employees will be placed onto the appropriate grid according to their completed years of service and continue through the grid on each service year anniversary.

Article 1-Bargaining Agency

- 1.1 The Company recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining for all employees coming within the provisions of the certification granted by the Alberta Labour Relations Board **as amended**, namely all employees **in the Sherwood Park plant** except office, sales, and clerical personnel **the maintenance manager, the baking manager, the research and development technician, quality control technician**, office, sales and clerical personnel.

In the event the Company relocates its production facility within Alberta during the term of this Agreement, the Company shall recognize the Union as the bargaining agent for employees.

Article 3 – Deduction of Union Dues

- ~~3.1 The Company agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, assessments, and Union dues as are authorized by the Union. The Company further agrees, automatically, to deduct Union dues and initiation fees from the wages of all new employees. The employee shall, within thirty (30) days after commencement of employment, provide the Company with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Company to the President of the Union not later than the fifteenth (15th) day of the following month, and accompanied by a written statement of the names of the employees for whom the deductions were made and the amount of each deduction. Dues check offs are to be submitted on a monthly or four week basis. Commencing with the first week of employment, initiation fees shall be deducted from the first four (4) pay periods.~~

- 3.01 **Upon commencing employment, the Company shall require all employees to complete the Union’s membership application form and remit same to the Union. The Union’s membership application form includes the authorization for Union dues, assessments, and fees to be deducted.**

The Company agrees to deduct from payroll, all initiation fees, temporary fees, periodic dues and duly authorized assessments as required by the Union.

The Company agrees to facilitate the signing of the proper Union authorization forms for these necessary deductions. The Union shall submit to the company in writing a list of all the payroll deductions for employees and update the list of deductions as required.

The Company shall make such deductions from the employee's pay cheque and remit to the Union. The Company shall not be held responsible for any liabilities whatsoever in handling such deductions once the remittance has been received by the Union.

- 3.02 The Company agrees to deduct from the wages of each employee, such initiation fees, assessments, and Union dues as determined by the Union. The parties agree that should the Union require a dues structure that creates a new administrative process for the Company, the parties will meet to discuss and resolve. The amount of dues, fees, and assessment paid by each employee will be included on the T-4 income tax form. Special assessments will also be deducted from the employees' pay upon proper notification from the Union. Notice must be forwarded to the Company thirty (30) calendar days before any change is to become effective.
- 3.03 Monies deducted during the month shall be forwarded by the Company to the Union not later than the fifteenth (15th) day of the following month and accompanied by a statement of the names of the employees addresses, contact information, seniority date, current job title, rate of pay, social insurance number for whom the deductions were made, total regular hours paid for each pay period, and the amount of each itemized deduction for dues, fees and other assessments.

The above dues, assessments and initiation fees shall be submitted in a manner acceptable to both parties.

Article 5 - Employee Relations Committee

5.1 — Establishment of Committee

~~An~~ **The** Employee Relations Committee shall ~~be established~~ consisting of up to three (3) representatives selected by the Union and up to three (3) representatives selected by the Company. The Committee shall enjoy the full support of both parties.

5.2 — Function of Committee

The Committee shall concern itself with any matters of mutual interest but will not be involved in interpreting or amending this Agreement.

5.3 Meetings of Committee

The Committee shall meet at a mutually agreeable time and place at least three (3) times per year. Additional meetings may be requested at any time by either party and upon such request, the Employee Relations Committee will meet forthwith. Employees shall not suffer any loss of pay for the time spent with this Committee.

Article 6- Hours of Work and Overtime

6.1 Basic Work Week Schedule Compressed Work Week Schedule

Compressed work week schedules may be implemented with regular average hours over the rotation cycle of the schedule not exceeding forty (40) hours per week.

Mutual agreement between the Company and the employee shall be required before an employee hired prior to January 1st, 1998 is assigned to a compressed work week.

For employees hired on or after January 1st, 1998, assignment of an employee to a compressed work week schedule will be at the discretion of the Company.

Prior to the implementation of a compressed work week schedule:

- (i) The Company shall consult with the Union on the operating needs to be met by the schedule, alternative schedules that may be suitable, and options that may be available on how individual employees are assigned to the schedule.
- (ii) Employees shall be given a minimum of ~~thirty (30)~~ **fourteen (14)** days' notice in writing prior to being assigned to a compressed work week schedule.
- (iii) **Employees shall be given a minimum of fourteen (14) days' notice in writing prior to the employer reverting out of the compressed work week schedule.**
- (iv) **The employer agrees to limit the number of implementations of a compressed work week to four (4) times during a calendar year.**

(c) Altered Schedules and Creation of Additional Shifts

When the Company alters the work week schedule it shall consider the qualifications, ability, and seniority of the employees who may be affected by the alteration. When qualifications and ability are relatively equal, the senior employee(s) shall be given preference as to which of the start times they prefer.

The Parties agree that if the Company creates any additional shift, the Company is entitled to schedule its staff in such a way as to ensure that qualified and able staff who were in the employ of the Company prior to the creation of the new shift are on each of the Company's shifts.

6.2 Overtime Pay

Overtime Rates and Compensating Time Off

Overtime will be compensated at one and one-half times (1 1/2 X) an employee's regular straight time rate **for all hours worked. For purpose of this clause, "hours worked" will also include paid days for sick, stat holiday, Union business, bereavement and jury duty.** ~~If mutually agreed between the employee and the Company, overtime hours may also be compensated by time off with pay on a hour for hour basis. The compensating time off will be on a date mutually agreed between the Company and the employee within six (6) months from the date the overtime was worked.~~

6.4 **Rest Periods**

Employees will be granted a fifteen (15) minute paid rest period in the first half of each shift and a fifteen (15) minute paid rest period in the second half of each shift. **Rest periods shall be scheduled as near midway as possible during the first and second half of each shift.**

6.6 Notice of Schedule Change, or Pay in Lieu of Notice

The Company will designate regular days off for each full-time employee and will not change such designation, except in the case of breakdown, without at least ~~twenty-four (24)~~ **forty-eight (48)**- hours' notice to the employee. One and one-half times (1 1/2 X) an employee's regular rate shall be paid if less than ~~twenty-four (24)~~ **forty – eight (48)** hours' notice is given.

Article 7- General Holidays

7.2 Holiday on a Scheduled Day Off-

If a holiday falls on a full-time employee's scheduled day off, the employee will be granted another day off with pay the **same week as the General Holiday falls** ~~in following week in lieu of the holiday if the employee is entitled to a paid holiday.~~

Article 8- Vacations

8.2 Vacation and Holidays

When a General Holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted. ~~if the holiday is one which the employee would have received, had they been working.~~

Article 9- Wages

9.04 Shift Premium

Each employee shall receive an off-shift premium of **sixty (\$0.60)** ~~fifty (\$0.50)~~ cents per hour **Sunday after ratification, seventy (\$0.70) cents per hour effective January 1, 2024 and seventy-five (\$0.75) cents per hour effective January 1, 2025** for all hours worked between 7:00 p.m. and 5:00 a.m.

NEW Lead Hand

Any hourly paid employee designated by the Company as a Lead Hand shall have the ability to direct and/or lead the workforce. They shall receive a premium of one dollar (\$1.00) per hour above the applicable, top rate of the Baking Specialist grid. If the employee is removed from the lead hand position, they would revert to the grid they were hired on and placed according to their service.

An employee assigned to work as a Lead Hand shall have no vested authority to reprimand or effectively recommend promotions, demotions, lay off, and discharges or to take any other disciplinary action against another employee in the bargaining unit.

Article 10 – Employee Benefit Plan

10.1 The Company agrees for the term of this Agreement to provide and maintain the employee benefit plans (i.e. Short Term Disability, LTD, Extended Health Care, Dental, and A.D. & D.) and benefit plan premium cost-sharing arrangements as follows:

	Company Share	Employee Share
October 3 rd , 2018	Seventy (70%) percent	Thirty (30%) percent
January 1 st , 2019	Seventy-five (75%) percent	Twenty-five (25%) percent
January 1 st , 2021	Eighty (80%) per cent	Twenty (20%) percent
January 1, 2025	Eighty-five (85%) percent	Fifteen (15%) percent

~~Effective July 27th, 2013, the~~ Long Term Disability (LTD) premiums will be paid one hundred (100%) percent by the employee.

Benefit Improvements

Effective **Sunday after ratification**, the following improvements shall be made to the employee benefit plan:

Increase the annual allowable massage expenditure in the members benefits program to \$1,000.00.
Increase LTD to \$2,500.00

Article 11 - Leaves of Absence

11.11 Critical Illness Leave

Employees shall be entitled to **unpaid** Critical Illness Leave as follows:

- a) up to thirty-six (36) weeks' leave to provide care or support to a child under the age of eighteen (18); and/or
 - b) up to sixteen (16) weeks' leave to provide care or support to an adult family member.
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Article 12 Seniority

12.7 **Job Postings**

If any regular full-time jobs become vacant and are to be filled by the Company, a notice of the vacancy will be posted on the Plant bulletin boards for ~~three (3)~~**five (5)** working days. During this period, employees who have completed the probationary period may make application, in writing, for transfer to the posted vacancy. Ability and qualifications being equal between applicants, seniority shall be the governing factor in filling vacancies under this Article.

An employee who fills a position through the posting procedure shall not be permitted to apply again until four (4) consecutive months have elapsed.

The Company will post one (1) additional posting, which is required for the position of the employee transferred as a result of the initial posting.

The Company may fill any vacancy on a temporary basis until the posting procedure contained herein has been fulfilled.

A job shall not be considered as vacant for posting where an employee is on vacation, is absent due to illness or injury, or on leave of absence, or where an employee has been laid off and can be recalled to the job.

An employee who receives a job through the posting procedure shall be given up to twenty (20) working days trial period. If the employee is not satisfactory, they shall revert to their former job.

Should an employee decide that a position into which they have posted is not suitable, they will be given the option of returning to their former position during the twenty (20) day trial period. The employee shall not be permitted to apply for another posting again until four (4) consecutive months have elapsed.

Article 20- Discipline and Discharge

20.2 (a) **Right to Representation**

No employee shall be subjected to a disciplinary interview or be given a written reprimand, warning letter, or be suspended or dismissed except in the presence of a Shop Steward where a Shop Steward is available at the

time. In the event that a Shop Steward is not available at the time, the Company shall attempt to contact a Union Representative and advise them at least ~~twelve (12)~~ **twenty-four (24)** hours in advance that a disciplinary meeting will be held. In the event that a person contacted is not available for the meeting, another member of the bargaining unit shall be selected by the employee.

In the event that a Shop Steward or Union Representative is not available at the time, an employee may be suspended pending the disciplinary meeting and any time lost can be the subject of a grievance.

An employee who wishes to be unrepresented during one of the situations above, may only do so after consultation with a Shop Steward or Union Representative.

- (b) Employees may request their right to the presence of a Shop Steward, or in their absence, another member of the bargaining unit as selected by the employee during random security check of bags, purses, and parcels.
- (c) If the Steward, or Union Representative, or another member of the bargaining unit is present in accordance with (a) or (b) above, they may advise the employee.
- (d) A “disciplinary interview” is defined as a meeting with an employee where the Company is contemplating disciplining the employee.
- (e) Sunset Clause

No reprimands shall ~~remain on an employee's personnel file and after one (1) year nor shall they~~ be used in any disciplinary action after **one (1) year following the date of the reprimand.** ~~that time.~~ No suspensions shall ~~remain on an employee's personnel file after two (2) years, nor shall they~~ be used in any disciplinary action after ~~that time.~~ **two (2) years following the date of the suspension.**

Article 22 – Expiration and Renewal

This Agreement shall be effective from date of signing and shall remain in force until December 31st, **2026**, and thereafter from year to year; but either Party may, not more than one hundred twenty (120) days and not less than sixty (60) days before the expiry date or renewal date of such Agreement, give notice, in writing, to the other Party to (a) terminate such Agreement, or (b) to negotiate revisions thereof.

Letters of Understanding

LOU #1 Hours of Work/Breaks- **Delete**
LOU #2- Full-Time Employment- **Renew**
LOU #3 Bargaining Unit Exclusions – **Delete**
LOU #4 Heating & Cooling- **Renew**
LOU #5-Robin Hood Association- **Amend**

The Company and the Union recognize the opportunity to work with the Robin Hood Association to provide meaningful employment for people with disabilities and as such, agree that Robin Hood employees will continue to be allowed to provide services for the Company for the term of this Agreement. ~~However, no more than eight (8) Robin Hood employees shall be allowed to work.~~ The work that they do shall be confined to assembling and labeling of boxes. **At no point, shall the Robin Hood employees perform bargaining unit work.**

It is further agreed, that assembling and labeling of boxes is not considered bargaining unit work, even if, on occasion, a bargaining unit member performs this work.

LOU #6 Placement of Geoff Neil and Renato Dizon – **Delete**
unnumbered LOU Re: **Compressed Scheduling Agreement October 2021- not renewed**

NEW Articles- to be placed in the Collective Agreement**NEW Management Rights**

The Union agrees that the management of the Company, including the right to plan, direct and control operations; direction of the working force, discharge of employees for just cause, and those matters requiring judgement as to the competency of the employee, is the sole right and function of the company.

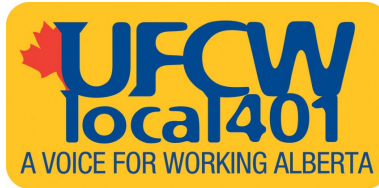
The parties agree that the Company shall be the sole judge of the product it may handle, process, manufacture or package and of the manner in which these functions may be carried out and in which the product may be handled, stored, shipped or sold.

The parties agree that the foregoing enumeration of management rights shall not be deemed to exclude other recognized functions of management

not specifically covered by this Agreement. The Company, therefore, retains all rights not otherwise specifically covered by this Agreement.

New Medical Notes

In the event that the Company requires an employee to provide medical documentation for any purpose, all costs associated with providing such documentation shall be paid by the Company.



Union Dues Structure

Preamble

Strong unions win good victories for their members that improve your life both at work and at home. An important part of having a strong union is investing in the resources we all need to push employers to give you the kind of good quality contract we're able to present here. The resources of our union come primarily from membership dues.

At WOW Factor Deserts, members pay the base rate of \$8.00 a week, which is less than other members of UFCW Local 401. Differences like this compromise our ability to operate a strong union that meets your needs and wins the gains that you deserve.

A key value of our union is fairness. UFCW Local 401 fights as hard for members in smaller workplaces like WOW! Factor Deserts as we do for large groups of members like those at Superstore, Safeway, or thousands of other members throughout Alberta. In turn, we ask union members across the province to invest in our union's success with their dues at the same rates.

As an open, transparent, and democratic union, we are proposing an increase in union dues for WOW! Factor Deserts union members that we are asking you to vote on with your proposed new collective bargaining agreement over a ten-year period. This proposed increase will address the current difference that other members contribute throughout the province, this will include a provision for "field dues" which is paid on each hour worked up to the basic work week that a member works. While this increase will not bring WOW! Factor Desert union members immediately up to the same level of investment as most other members currently do, it will begin to address the difference without introducing an undue hardship given the long-term nature of the proposal.

Upon ratification of the Collective Bargaining Agreement with an effective date March 5, 2023, the weekly flat union dues shall be \$9.25 per week. Hourly dues of three cents per hour worked would be introduced on January 1, 2024 and would increase an additional three cents per hour worked each January up to January 1, 2033.

No Dues Weeks

You only pay dues on weeks you work. If you are on a leave, vacation, WCB or sick form work and you do not work in week, you will not pay union dues.

Questions and Answers

Q: Why are union dues going up?

A: Ensuring that WOW! Factor union members have a strong and well-resourced union is a vital part of maintaining and enforcing the gains in your proposed new Collective Bargaining Agreement. Making sure those guarantees are followed means employing Union lawyers and Union Labour Relations

Officers, filing grievances where necessary, fighting arbitrations, recruiting and training shop stewards, and negotiating even better agreements for your in the future. In short, it requires a strong union with the resources to fight on your behalf.

Q: What will I get for my increased union dues?

A: Strong unions win big victories for their members. Already, your union has worked with you to win a new collective bargaining agreement that is better than prior Collective Agreements. The new collective bargaining agreement sets a new standard for WOW! Members over the life of your CBA, improved benefits for you and your family. But we need to keep pushing for better. Your union dues will help ensure that we can enforce all of the gains we have won this time in bargaining and keep pushing for even bigger gains the next time we take the Company on in bargaining.

The intention of this document is to advise you of proposed dues increases. It is provided as part of an overall employment package with the proposed CBA. You are voting on that package. If you accept the proposed CBA, you are also accepting these proposed dues changes.