

# COLLECTIVE AGREEMENT

BETWEEN:

WOW! FACTOR DESSERTS LTD.

AND:

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

Renewal: December 31<sup>st</sup>, **2026**

## Table of Contents

Article	Description	Page
1	Bargaining Agency	1
2	Union Establishment	2
3	Deduction of Union Dues	3
4	Employee Rights	4
5	<b><i>Management Rights</i></b>	6
6	Employee Relations Committee	6
7	Hours of Work and Overtime	7
8	General Holidays	12
9	Vacations	14
10	Wages	16
11	Employee Benefit Plan	17
12	Leaves of Absence	18
13	Seniority	27
14	Grievance Procedure	30
15	Arbitration	31
16	Strikes and Lockouts	32
17	Visits to Factory	32
18	Bulletin Board	33
19	Health and Safety	34
20	Joint Work Site Health and Safety Committee	34
21	Discipline and Discharge	34
22	Discrimination	36
23	Expiration and Renewal	37
Appendix "A"	Rates of Pay	39
Appendix "B"	Job Classifications	45
LOU #1	Full-Time Employment	49
LOU #2	Heating and Cooling	49
LOU #3	Robin Hood Association	50

[Click Here for Shareable Links](#)

## Alphabetical Table of Contents

Description	Articles	Page
Altered Schedules and Creation of Additional Shifts	7.1 (c)	8
Arbitration	15	31
Bargaining Agency	1	1
Basic Work Week and Holidays	7.1 (f)	9
Basic Work Week Schedule	7.1 (a)	7
Benefit Improvements	11.1	18
Bereavement Leave	12.6	20
Bulletin Board	18	33
Citizenship Ceremony Leave	12.10	23
Compassionate Care Leave	12.11	23
Compressed Work Week Schedule	7.1 (b)	7
Consecutive Work and Rest	7.1 (e)	9
Critical Illness Leave	12.12	24
Death or Disappearance of a Child Leave	12.13	24
Deduction of Union Dues	3	3
Dental Improvements	11.1	18
Discipline and Discharge	21	34
Discrimination	22	36
Domestic Violence Leave	12.14	24
Employee Benefit Plan	11	17
Employee Relations Committee	6	6
Employee Rights	4	4
Expiration and Renewal	23	37
Family Responsibility Leave	12.16	26
Full-Time Employment	LOU #1	49
General Holidays	8	12
Grievance Procedure	14	30
Health and Safety	19	34
Heating and Cooling	LOU #2	49
Holiday on a Scheduled Day Off	8.2	12
Holiday Pay and Compressed Work Week	8.6	13

Holiday Pay for Part-Time Employees	8.5	13
Hours of Work and Overtime	7	7
Interviewing Employees on Company Time	17.1	32
Introduction of Vision Care Coverage	11.1	18
Job Classifications	Appendix "B"	45
Job Classifications and Descriptions	10.1	16
Job Postings	13.7	29
Joint Work Site Health and Safety Committee	20	34
Jury Duty and Crown Witness Leave	12.8	23
Just Cause for Discipline or Discharge	21.1	34
Layoffs	13.5	28
<b>Lead Hand</b>	10.5	17
Leaves of Absence	12	18
Long-term Illness and Injury Leave	12.15	26
<b>Management Rights</b>	5	6
Maternity and Parental Leave	12.7	22
Meal Periods	7.5	10
<b>Medical Notes</b>	12.5	20
Minimum Pay	7.11	12
Multiple Shift Changes in a Week	7.8	11
Notice of Schedule Change, or Pay in Lieu of Notice	7.6	10
Overtime and Seniority	7.3	10
Overtime Pay	7.2	9
Overtime Rates	7.2	9
Part-time Schedules	7.1 (d)	8
Pay for Work on a Holiday	8.3	12
Pay Period and Statements of Pay	10.2	16
Payroll Information	7.10	12
Personnel Files and Discipline Records	21.2 (f)	35
Probationary Period	13.2	27
Rates of Pay	Appendix "A"	39
Required Time Between Shifts	7.9	11
Reservist Leave	12.17	26
Rest Periods	7.4	10
Restrictions on Holiday Pay	8.4	13

Right to Representation	14.5	31
Right to Representation	21.2 (a)	34
Robin Hood Association	LOU #3	50
Schedule Posting	7.7	11
Seniority	13	27
Seniority List	13.3	27
Seniority Protection	12.9	23
Shift Premium	10.4	16
Shop Stewards	21.3	36
Sick Leave	12.4	20
Staff Meetings	10.3	16
Strikes and Lockouts	16	32
Sunset Clause	21.2 (e)	35
Termination of Seniority	13.4	28
Time Limits	14.2	30
Union Establishment	2	2
Union Information	3.6	4
Union Leave	12.3	19
Union Orientation	2.5	2
Vacation and Holidays	9.2	14
Vacation during Plant Shutdown	9.3 (c)	15
Vacation Entitlement and Pay	9.1	14
Vacation Pay on Termination of New Employees	9.4	15
Vacation Requests	9.3 (a)	14
Vacations	9	14
Visits to Factory	17	32
Wage Grids	Appendix "A"	40
Wages	10	16
Wages	10.2	16
Workplace Visits	17.3	33

THIS COLLECTIVE AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY AND BETWEEN           WOW! FACTOR DESSERTS LTD.,  
A body corporate carrying on business in  
Sherwood Park, Alberta; hereinafter referred to as  
“the Company”

AND                           United Food and Commercial Workers Canada  
Union, Local No. 401; hereinafter referred to as  
“the Union”

WHEREAS:   The Company and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Company and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them.

NOW THEREFORE:   The Company and the Union mutually agree as follows:

### 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 **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 2 – Union Establishment

- 2.1 All employees within the bargaining unit who were members of the Union on the date of certification shall continue to be Union members, pay dues and assessments. All employees covered by this Agreement who were or will be hired after that date shall become Union members within thirty (30) days of commencing employment and shall continue to be Union members, pay dues and assessments as a condition of employment.
- 2.2 New employees shall be provided with a letter setting out the requirement to join the Union and authorize the Company to deduct mandatory initiation fees, assessments, and Union dues as are authorized by the Union.
- 2.3 The Union will provide the Company with applications for Union membership. The Company shall ensure that new employees complete the membership applications and the Company shall then submit them to the Union.
- 2.4 The Company, in addition to supplying copies of the employee membership application to the Union upon hire, shall forward to the Union updated employee membership application information provided to the Company by employees on an as received basis.

### 2.5 Union Orientation

New hires shall be permitted thirty (30) minutes to be orientated to the Union on Company time by a Shop Steward or duly authorized Union Representative.

## Article 3 – Deduction of Union Dues

**3.1 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.**

**3.2 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.**

**3.3 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.***

**3.4** The Company agrees to list Union dues deductions made for an employee on that employee's T-4, Income Tax form. The foregoing shall be done for all employees in the bargaining unit.

**3.5** The Union will give the Company four (4) weeks' notice prior to changing the amount of dues to be deducted.

### **3.6 Union Information**

The Company shall provide the Union with a list of the names, addresses and phone numbers of all employees every sixty (60) days.

## **Article 4 – Employee Rights**

All employees need to know that:

The Company is responsible for the quality and safety of food products produced by it and that employees are not subject to be sued for product failure that are not due to a criminal act by the employee.

All employees need to know that they are entitled to:

1. Be free from discrimination, intimidation, retaliation, and harassment in accord with the protections found at Article **22** of the Collective Agreement.

2. The right to be compensated for work performed in accordance with Article **10** of the Collective Agreement.
3. The right to participate in lawful Union activity as outlined in Article **22** of the Collective Agreement.
4. The right to Statutory Benefits as set out in Article **8** of the Collective Agreement.
5. The right to necessary training for the work performed as set out in Appendix A of the Collective Agreement.
6. Not have money deducted from their earnings for faulty workmanship or cash shortages or loss of property that are not due to a criminal act by that employee.
7. Other rights not included in the Collective Agreement but set out in legislation and law, a partial list of which is set out below:
  - (a) The right to a safe workplace and safe equipment – Alberta Occupational Health and Safety.
  - (b) The right to be free from discrimination, intimidation, retaliation, and harassment – Alberta Human Rights Commission.
  - (c) The right to be compensated for work performed – Alberta Employment Standards.
  - (d) The right to Statutory Benefits – Alberta Employment Standards.
8. All employees shall be treated with dignity and respect in all circumstances.

## **Article 5 – 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.***

## **Article 6 – Employee Relations Committee**

***The*** Employee Relations Committee shall consist 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.

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

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 7 – Hours of Work and Overtime

The Company reserves the right to schedule hours of operation, employee hours of work, rest periods, meal periods, and overtime work subject to the following provisions. Regular hours of work shall not be construed as a guarantee of any minimum nor as a restriction of any maximum number of hours to be worked. When operations do not require an employee to work the regular daily or weekly hours, the Company may require employees to work fewer hours.

### 7.1 (a) Basic Work Week Schedule

The basic work week for a full-time employee working the Basic Work Week schedule shall be forty (40) hours per week and eight (8) hours per day, to be scheduled by the Company. Full-time employees working the Basic Work Week schedule will be scheduled to work five (5) shifts in the work week.

### (b) 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 1<sup>st</sup>, 1998 is assigned to a compressed work week.

For employees hired on or after January 1<sup>st</sup>, 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 **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.

(d) Part-time Schedules

Part-time employees may be scheduled for daily and weekly hours to a maximum weekly average of twenty-four (24) hours. This may include working hours on an as needed basis without a prior schedule.

Part-time employees will only be used when the work to be done does not require coverage on a full-time basis to meet operating needs. The Company and the Union support the employment of full-time employees whenever it is practical to do so to meet operating needs.

Such part-time employees will be covered by all provisions of this Agreement unless specifically excluded.

(e) Consecutive Work and Rest

Scheduled days off for full-time employees shall be consecutive. Daily hours of work for full-time employees shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked by full-time employees.

(f) Basic Work Week and Holidays

The hours of work for employees in a week when a holiday occurs shall be reduced by eight (8) hours for each holiday so recognized. All time worked in excess of the reduced basic work week shall be compensated for at the rate of time and one-half (1 1/2 X).

## 7.2 Overtime Pay

### Definitions

Hours worked by an employee in excess of the Basic Work Week Schedule or a Compressed Work Week Schedule, as defined in Article 7.1 shall be considered overtime. Overtime work must be authorized by Management.

### Overtime Rates

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.***

### 7.3 Overtime and Seniority

Overtime following an employee's regular shift shall be offered to qualified employees on that shift based on their seniority. If there are not sufficient employees available to work the overtime on a voluntary basis, overtime can be required by the Company based on reverse seniority of those employees who have the qualifications to perform the work.

### 7.4 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.***

### 7.5 Meal Periods

Employees shall be scheduled by the Company for a meal period not exceeding thirty (30) minutes without pay. Meal periods will be scheduled as near mid-shift as possible.

### 7.6 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 ***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 ***forty-eight (48)*** hours notice is given.

## 7.7 Schedule Posting

The Company will post completed work schedules for all employees covering a two (2) week period on the following basis:

- Schedules shall be posted no later than 2:00 p.m. on the Wednesday prior to the two (2) week schedule posting period;
- Schedules shall set out shift start and end times for each employee;
- Schedules shall be posted conspicuously in the employee lunch room, where they can be viewed and recorded by all employees; and
- Upon request, the Company will provide to the Union and/or Shop Steward copies of posted work schedules and any subsequent amendments.

Consistent with the Company maintaining an efficient operation, the Company will make every reasonable effort to limit the amount of changes to the posted schedule.

## 7.8 Multiple Shift Changes in a Week

No full-time employee shall be required to change shifts more than once during the same week, except in the case of breakdown.

## 7.9 Required Time Between Shifts

There shall be an interval of not less than ten (10) hours between shifts for an employee. An employee who is not allowed ten (10) hour intervals between shifts shall be paid the rate of time and one-half (1 1/2 X) for time worked prior to the expiry of the ten (10) hour interval.



## 7.10 Payroll Information

Payroll records for employees shall be made available for inspection by the Union for the purpose of checking the proper recording and payment of time worked.

## 7.11 Minimum Pay

If work is not available for employees reporting to work as scheduled on their regularly scheduled shifts, the Company will provide four (4) hours of pay at their straight time rate except in the event operations are affected by an emergency, breakdown, fire, flood, snowstorm, power failure, or Acts of God.

## Article 8 – General Holidays

8.1 The following days shall be paid General Holidays:

New Years Day	Good Friday
Victoria Day	Canada Day
Family Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
Heritage Day (1 <sup>st</sup> Monday in August)	

## 8.2 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.**

## 8.3 Pay for Work on a Holiday

Employees required to work on a holiday shall be compensated at a rate of time and one half (1 1/2X) their regular hourly rate of each hour worked.

## **8.4 Restrictions on Holiday Pay**

An employee is not entitled to holiday pay:

- (a) If the employee has worked for less than thirty (30) days worked during the preceding twelve (12) months, or;
- (b) Does not work on a paid holiday when they are required or scheduled to do so, or;
- (c) When absent from their employment without the consent of the Company on their last regular working day preceding or their first regular working day following a paid holiday except when absent for a bona fide illness or injury.

## **8.5 Holiday Pay for Part-Time Employees**

Part-time employees will be entitled to paid holidays based on their regular daily hours of work only for paid holidays that fall on days on which they would otherwise be required to work and provided they have worked five (5) out of the previous nine (9) weekdays corresponding to the weekday on which the holiday falls. Part-time employees must also meet the qualifications set out in Article 8.4 (b) and (c).

## **8.6 Holiday Pay and Compressed Work Week**

General Holiday pay for an eligible employee working a compressed work week schedule shall be paid according to the regularly daily hours of the schedule which the employee is working. For example, if the compressed work week schedule is based on a ten (10) hour shift, the employee would receive General Holiday pay of ten (10) hours.

## Article 9 – Vacations

### 9.1 Vacation Entitlement and Pay

- (a) All employees after one (1) year of continuous service shall receive two (2) weeks vacation with pay.
- (b) All employees after five (5) years of continuous service shall receive three (3) weeks vacation with pay.
- (c) All employees after ten (10) years of continuous service shall receive four (4) weeks vacation with pay.
- (d) All employees after twenty (20) years of continuous service shall receive five (5) weeks vacation with pay.

Vacation pay shall be calculated at four (4%) percent, six (6%) percent, eight (8%) percent, or ten (10%) percent respectively of an employee's regular straight-time wages in the previous vacation year.

Employees can ask for and shall be entitled to break their vacation up into singular days or groups of days of less than one (1) week in duration. However, employees who have requested or who have scheduled vacation in one (1) week blocks shall be given priority in receiving their vacation.

### 9.2 Vacation and Holidays

When a General Holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted.

### 9.3 (a) Vacation Requests

Consistent with the Company maintaining a reasonably efficient operation, and notwithstanding the provisions of Article 9.3 (c), the Company will grant vacation for the period of time requested by employees on the basis of seniority.

Between November 1<sup>st</sup> and December 15<sup>th</sup> of each year, the Company will post a vacation calendar for employees to make their vacation selection for the subsequent calendar year. Such vacation requests will be granted by no later than December 31<sup>st</sup> of each year.

Requests for vacation may be made by employees throughout the vacation year, and the Company will acknowledge and respond within two (2) weeks of any such requests.

(b) The Company agrees to post the Vacation Schedule in the employee lunchroom.

(c) Vacation during Plant Shutdown

The Company may schedule periodic plant shutdowns during which employees will be requested to take vacations. If an employee is entitled to two (2) or three (3) weeks of annual vacation, the employee may take vacation during plant shutdowns or take an unpaid leave of absence during the plant shutdown if the employee wishes to take their vacation at another time according to the conditions of Article 9.3 (a).

#### **9.4 Vacation Pay on Termination of New Employees**

Employees who have worked less than one (1) year and who terminate their employment will receive a vacation allowance in an amount equal to four (4%) percent of their regular straight-time wages earned for which no vacation allowance has been paid.

Employees entitled to two (2) or three (3) weeks' vacation and who terminate their employment shall receive payment for vacation allowance in an amount equal to four (4%) percent or six (6%) percent of the employee's regular straight-time wages earned by the employee during the period of employment for which no vacation allowance has been paid.

## Article 10 – Wages

### 10.1 Job Classifications and Descriptions

If the Company desires to introduce a new job classification they will meet with the Union to negotiate rates of pay for the job. If the Company and the Union cannot negotiate the rates, then the matter will be referred to arbitration for resolution.

Job Classifications and Descriptions shall be as set out in Appendix “B” of this Agreement.

### 10.2 Wages

The Company agrees to pay all persons covered by the terms of this Agreement the Schedule of Wages as set out in Appendix “A” of this Agreement during such time as this Agreement is in force, effective on dates as shown.

#### Pay Period and Statements of Pay

There shall be a regular bi-weekly (every two (2) weeks) pay day and each employee shall be provided with a statement of earnings and deductions for the pay period covered. Employees shall be paid within one (1) week of the end of the pay period.

### 10.3 Staff Meetings

Staff meetings, whenever held, shall be considered as time worked, and compensated for, except where attendance by an employee is on a voluntary basis.

### 10.4 Shift Premium

Each employee shall receive an off-shift premium of **sixty (\$0.60) 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.

## **10.5 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 (\$1.00) dollar 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 11 – Employee Benefit Plan**

**11.1** 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 <sup>rd</sup> , 2018	Seventy (70%) percent	Thirty (30%) percent
January 1 <sup>st</sup> , 2019	Seventy-five (75%) percent	Twenty-five (25%) percent
January 1 <sup>st</sup> , 2021	Eighty (80%) per cent	Twenty (20%) percent
<b>January 1, 2025</b>	<b>Eighty-five (85%) percent</b>	<b>Fifteen (15%) percent</b>

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:

### Introduction of Vision Care Coverage:

- Cover full cost of eye exams (bi-annually for employees and annually for dependents)
- \$250.00 bi-annually for eyewear
- \$250.00 annually for eyewear for dependents

### Dental improvements:

- Basic amount: \$2000.00
- Major amount: \$2000.00

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

**11.2** Through mutual agreement between the Company and the Union, the benefit plan available to employees may be amended during the term of this Agreement.

## Article 12 – Leaves of Absence

### **12.1** General

At a minimum, employees shall have all the rights and entitlements provided under the Alberta Employment Standards Act.

Unless otherwise stated in this Article, employees with at least ninety (90) days of employment shall be entitled to all Leaves of Absence outlined in this Collective Agreement. For employees with less than

ninety (90) days of employment, any such Leave request(s) may be granted at the Company's discretion.

Before taking a Leave of Absence, an employee must give the Company as much notice as is reasonable and practicable in the circumstances.

Unless otherwise stated in this Article, notice of return to work shall be no less than one (1) week from the date the employee intends to return to work. Upon return to work, employees shall be either:

- (a) returned to the position they held prior to taking the Leave; or
- (b) provided alternative work of a comparable nature at not less than the earnings and other benefits the employee had accrued prior to taking the Leave.

## **12.2 Leave of Absence**

At the discretion of the Company, a leave of absence may be granted without pay for a period not exceeding three (3) calendar months. Any application for such leave shall be made in writing at least thirty (30) days, if possible, prior to the date the leave is desired to commence. Requests for all leaves of absence under Article **12** shall not be unreasonably denied.

## **12.3 Union Leave**

The Company agrees to allow time off work, for Union leave, if requested by the Union. The Union will give the Company at least one (1) weeks notice when requesting a leave of absence. Requests will be considered given the operational requirements of the business. The Company agrees to pay employees absent from work for Union leave of absence, provided the Union reimburses the Company for the cost of such wages.



## **12.4 Sick Leave**

After one (1) year of service, employees shall be entitled to four (4) paid sick days in each calendar year of service for work days for which they are absent due to illness, injury, or for the illness or injury of a member of the employee's immediate family. This entitlement for eligible employees will be set as of January 1<sup>st</sup> of each calendar year. An employee's initial entitlement will be set on a prorated basis for the balance of the calendar year after the employee completes one (1) year of service. For example, if an employee completes one (1) year of service on May 1<sup>st</sup>, the employee would then be entitled to two and two-thirds (2 2/3) sick days for the balance of that calendar year (8/12 times 4 days). Sick leave shall not accumulate from year to year.

Employees may use their sick leave entitlement in half (1/2) day increments.

## **12.5 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.***

## **12.6 Bereavement Leave**

In the event of a death in the immediate or extended family, an employee shall be granted a paid leave of absence of five (5) consecutive working days, for bereavement purposes.

All of the following are considered immediate and extended family members:

- Spouse, adult interdependent partner, or common-law partner;
- Children (and their partner/spouse);
- Current or former foster children (and their partner/spouse);
- Current or former wards;

- Parents, step-parents, and/or current or former guardians (and their partner/spouse);
- Current or former foster parents;
- Siblings, half-siblings, step-siblings (and their partner/spouse);
- Grandchildren, step-grandchildren (and their partner/spouse);
- Grandparents, step-grandparents;
- Aunts, uncles, step-aunts, step-uncles (and their partner/spouse);
- Nieces, nephews (and their partner/spouse);
- A person the employee isn't related to but considers to be like a close relative.

Family members of employee's spouse, common-law or adult interdependent partner:

- Children (and their partner/spouse);
- Current or former wards;
- Parents, step-parents, foster parents;
- Sibling, half-sibling, step-sibling;
- Grandparents;
- Grandchildren;
- Aunts, uncles;
- Nieces, nephews.

If travel time is necessary to attend a funeral, additional time off, without pay, shall be granted. The length of such additional time off shall be at the discretion of the Company. Any such request shall not be unreasonably denied.

In the event of the death of a co-worker, the Company shall accommodate an employee's request for unpaid time off work to attend the funeral.

## **12.7 Maternity and Parental Leave**

### **(a) Maternity Leave**

Employees shall be entitled to maternity leave of not more than sixteen (16) weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery.

A pregnant employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave under this Article.

An employee who takes maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless by mutual agreement between the employee and the Company and provided a medical certificate that indicates that resumption of work will not endanger her health.

### **(b) Parental Leave**

Employees shall be entitled to either:

- (i) Standard parental leave of not more than thirty-seven (37) weeks within a fifty-three (53) week period after the child's birth, or in the case of an adoptive parent, after the child is placed with the adoptive parent for the purpose of adoption; or
- (ii) Extended parental leave of not more than sixty-one (61) weeks within a seventy-eight (78) week period after the child's birth, or in the case of an adoptive parent, after the child is placed with the adoptive parent for the purpose of adoption.

If employees are parents of the same child, Parental Leave may be taken wholly by one (1) of the employees or shared by the employees. In such circumstances, the Company may, at its discretion, grant Parental Leave to more than one (1) employee at a time if so requested.

Notwithstanding the suspension or cessation of business operations, no employee shall be terminated or laid off who is on Maternity or Parental Leave or because the employee is entitled to Maternity or Parental Leave.

### **12.8 Jury Duty and Crown Witness Leave**

An employee summoned to jury selection, jury duty, or subpoenaed as a witness for the Crown shall be paid wages amounting to the difference between the amount paid to them for such services and the amount they would have earned had they worked on such days. This does not apply if the employee is excused from such services for the rest of the day, or days, and fails to report back to work, or if such services are required on the employee's scheduled day off. When an employee is summoned to jury duty or subpoenaed as a material witness while working the afternoon or night shift, they shall be entitled to eight (8) hours rest between the completion of their court obligations and the commencement of their shift.

### **12.9 Seniority Protection**

Seniority shall accrue during all time off described above.

### **12.10 Citizenship Ceremony Leave**

Employees shall be entitled to up to a half (1/2) day of unpaid Citizenship Ceremony Leave to attend a citizenship ceremony to receive a certificate of citizenship.

### **12.11 Compassionate Care Leave**

Employees shall be entitled to up to twenty-seven (27) weeks' unpaid Compassionate Care Leave for the purpose of providing care or support to a seriously ill family member.

## **12.12 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.

## **12.13 Death or Disappearance of a Child Leave**

An employee shall be entitled to an unpaid leave as follows:

- (a) a period of up to fifty-two (52) weeks if the employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime; or
- (b) a period of up to one hundred and four (104) weeks if the employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime.

## **12.14 Domestic Violence Leave**

- (a) An employee who is a victim of domestic violence is entitled to unpaid domestic violence leave of up to ten (10) days in a calendar year.
- (b) For the purposes of this Article, domestic violence occurs when an employee, the employee's dependent child, or a protected adult who lives with the employee is subjected to any of the following acts or omissions by another person who:
  - (i) Is or has been married to the employee, is or has been an adult interdependent partner of the employee, or is residing or

has resided together with the employee in an intimate relationship;

- (ii) Is or has been in a dating relationship with the employee, regardless of whether they have lived together at any time;
  - (iii) Is the biological or adoptive parent of one (1) or more children with the employee, regardless of their marital status or whether they have lived together at any time;
  - (iv) Is related to the employee by blood, marriage, or adoption or by virtue of an adult interdependent relationship, regardless of whether they have lived together at any time; or
  - (v) Resides with the employee and has care and custody over the employee pursuant to an order of a court.
- (c) The following acts and omissions constitute domestic violence for the purposes of this Article:
- (i) Any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person;
  - (ii) Any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person;
  - (iii) Conduct that reasonably, in all circumstances, constitutes psychological or emotional abuse;
  - (iv) Forced confinement;
  - (v) Sexual contact of any kind that is coerced by force or threat of force;
  - (vi) Stalking.
- (d) An employee may take domestic violence leave for one (1) or more of the following purposes:
- (i) To seek medical attention for the employee or the employee's dependent child or a protected adult in respect of a physical or psychological injury or disability caused by the domestic violence;
  - (ii) To obtain services from a victim services organization;

- (iii) To obtain psychological or other professional counselling for the employee or the employee's dependent child or a protected adult;
- (iv) To relocate temporarily or permanently;
- (v) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
- (vi) Any other purpose provided for in the Alberta Employment Standards Regulation.

### **12.15 Long-term Illness and Injury Leave**

Employees shall be entitled to unpaid leave due to illness, injury, or quarantine. Such Leaves shall not exceed sixteen (16) weeks in a calendar year.

Where the circumstances reasonably permit, the employee shall give written notice to the Company in advance of the Leave and provide a medical certificate stating the estimated duration of the Leave and the estimated date of the employee's return to work.

### **12.16 Family Responsibility Leave**

Employees shall be entitled to up to five (5) days of unpaid leave in a calendar year for the following purposes:

- (a) the health of the employee; or
- (b) the meeting of family responsibilities in relation to a family member.

### **12.17 Reservist Leave**

Employees who have completed at least twenty-six (26) consecutive weeks of employment and who are reservists are entitled to unpaid Reservist Leave for deployment and training in the Canadian Armed Forces.

## Article 13 – Seniority

### 13.1 Seniority – Definition

Seniority is defined as the length of an employee's accumulated service with the Company within the bargaining unit, calculated as the elapsed time from the date the employee was first employed, unless the employee's seniority was broken in accordance with Article 13.4, in which event, such calculation shall be from the date the employee is rehired following the last break in seniority.

The seniority of a part-time employee shall accrue on the basis of hours worked by the part-time employee.

Effective January 1<sup>st</sup>, 2013, the Company agrees when employees are hired on the same date, the employee's surname in alphabetical order shall determine their seniority. When their surname begins with the same letter, the next letter shall apply and so on. Where their last names are the same, their first names shall be used.

### 13.2 Probationary Period

During the first sixty (60) days worked, each new employee shall be on probation. Should an employee be found not satisfactory during the probation period, they will have no recourse to the arbitration procedure in the event of termination of employment and the Company's reply at Step Three of the Grievance Procedure shall be final and binding.

### 13.3 Seniority List

A seniority list of all employees in the bargaining unit consisting of the name, date of hire, and seniority date of each employee shall be maintained and revised every six (6) months by the Company and posted on the bulletin board. A copy shall be forwarded to the Union.



### **13.4 Termination of Seniority**

Seniority and employment shall be terminated when:

- (a) An employee quits or is terminated and not reinstated through Article **14** and **15**.
- (b) An employee fails to report back to work after seven (7) days when recalled from lay-off. An employee has to be recalled from lay-off by registered mail or courier at the last known address on file with the Company.
- (c) An employee has been on lay-off and has not worked for a period of six (6) months.

### **13.5 Layoffs**

Layoffs shall be determined based on an employee's seniority, qualifications, and ability.

Employees shall be recalled to work based on their seniority, qualifications, and ability provided:

- (a) For employees with less than five (5) years of service, no more than six (6) months have elapsed since the last day worked by the employee and for employees with five (5) or more years of service, no more than twelve (12) months have elapsed since the last day worked by the employee;
- (b) The employee reports for duty within twenty-four (24) hours from the time of recall, unless the laid-off employee is employed elsewhere at the time of recall and in such cases the recalled employees shall be given seven (7) days to report for duty;
- (c) The Company will send the recall notice by registered mail or courier to the employee's last address on file with the Company and will send a copy to the Union office, and employees recalled

within six (6) months of their lay-off shall retain their previous length of service for the purpose of this Article and the Vacation Article 9.3(a).

**13.6** A lay-off for the purposes of this Agreement shall be a period when an employee's weekly schedule is shortened by more than two (2) working days compared to an employee's regular schedule for the week.

### **13.7** 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 **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 14 – Grievance Procedure

### **14.1 Definition**

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

### **14.2 Time Limits**

Any employee or the Shop Steward, through the Union or the Company, may submit a grievance. Any grievance which is not submitted within twenty-one (21) working days of the party becoming aware of the event giving rise to such grievance, or within twenty-one (21) working days of the last day worked in the case of a dismissal, shall be forfeited and waived by the aggrieved party.

### **14.3 Grievance Procedure**

All grievances shall be submitted in writing and shall set forth, clearly, the issues and contentions of the aggrieved party. The party receiving the grievances shall then reply, in writing, setting forth an answer to the points raised in the grievance, within fourteen (14) working days of receipt of the grievance. In the event that a party fails to respond to the

party bringing the grievance within fourteen (14) days, the grievance shall be deemed advanced to the next step.

The procedure for adjustment of grievances shall be as follows:

Step 1: The parties will meet and/or discuss the grievance with an effort to resolve the matter. If a satisfactory settlement cannot be reached within thirty (30) working days of receipt of the grievance at this step, the matter may then be referred to arbitration as established by Article **15**.

In any event, the grievance procedure shall be considered completed no later than ninety (90) working days from receipt of the Company's final response at this step, which shall be specified in writing, and Article **15** shall then apply.

**14.4** Time limits referred to above shall be strictly adhered to unless mutual agreement is reached to change them.

#### **14.5 Right to Representation**

Where an employee is to receive a verbal warning or written notice of formal disciplinary action, a Shop Steward shall be present.

Where an employee is to be subjected to discharge, a Union Representative, or their designate, shall be present.

### **Article 15 – Arbitration**

**15.1** In the event arbitration is to be invoked, the request must be made in writing to the other party within ten (10) working days of the completion of the grievance procedure. At this time, the Union and Company will attempt to come to an agreement on selecting a single arbitrator.

- 15.2** In the event that they are unable to agree on a single arbitrator, the Director of Mediation Services for the Province of Alberta shall be asked to appoint an arbitrator.
- 15.3** The arbitrator shall meet as soon as possible in the presence of both parties to hear evidence and receive representations.
- 15.4** The arbitrator shall not have jurisdiction to alter or change the provisions of this Agreement or to substitute new provisions in lieu thereof, nor to give a decision inconsistent with the terms or provisions of this Agreement. They shall, however, have authority to alter or amend a disciplinary penalty.
- 15.5** Each of the parties hereto shall equally bear the expense of the arbitrator.

## Article 16 – Strikes and Lockouts

There shall be no strikes or lockouts during the term of this Agreement, as per Sections 71 and 72 of the Alberta Labour Relations Code.

## Article 17 – Visits to Factory

### 17.1 Interviewing Employees on Company Time

The Union agrees that wherever possible, the interviewing of employees shall be conducted during lunch hours. After notifying the Company and at a reasonable and mutually agreed time, interviews may take place during work hours but they shall not exceed fifteen (15) minutes unless mutually agreed otherwise. They will be held in a place designated by Management.

**17.2** A Union Representative, after notifying the Company and at a reasonable and mutually agreed time, shall be permitted to observe working conditions, review the hours of work schedule, time sheets,

and in the event of any discrepancies, shall be authorized to file a grievance on behalf of the Union.

### **17.3 Workplace Visits**

A Union Representative shall be entitled to visit the plant with the approval of the Company, such approval shall not be unreasonably denied, for the purpose of dealing with matters arising from the interpretation, application, or operation of this Agreement, and shall observe all reasonable rules and procedures applicable to visitors of the plant.

### **Article 18 – Bulletin Board**

(a) The Company shall provide a space for a Union bulletin board in a mutually agreed upon place visible to all employees.

(b) **Notices**

Notices pertaining to Union meetings, Union newsletters, or information arising out of Labour Legislation may be posted on the bulletin board by mutual agreement between the Union and the Company.

(c) Should mutual agreement not be reached, the parties agree that the notice shall not be posted but shall be forwarded by facsimile to Arbitrator Andrew Sims, Q.C. who shall decide within seventy-two (72) hours as to whether the notice is appropriate and can be posted or not. In the event that Arbitrator Sims is unavailable then the parties shall remit the matter to Mr. Tom A.B. Jolliffe, Q.C. who shall decide within seventy-two (72) hours as to whether the notice is appropriate and can be posted or not.

(d) The Parties agree to share equally the cost of the Arbitrator.

## Article 19 – Health and Safety

The Company agrees to ensure, as far as is reasonably practical to do so, the health and safety of the employees. The parties also recognize the responsibility of employees to work safely and follow safe work practices. The Union will cooperate in achieving these results.

## Article 20 – Joint Work Site Health and Safety Committee

- (a) There will be a Joint Work Site Health and Safety Committee. The purpose of this Committee will be the promotion of occupational health and safe work practices in the work place. Employee representatives will be elected from and by the bargaining unit members. The maximum number of employee participants on the Committee will be three (3) and a minimum number of participants will be two (2). Two (2) or three (3) representatives will be appointed by the Company.
- (b) Meetings shall be held every two (2) months. Employees shall be paid at their applicable rate of pay.

## Article 21 – Discipline and Discharge

### 21.1 Just Cause for Discipline or Discharge

No employee shall be disciplined or discharged except for just cause.

### 21.2 (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 **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, 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 be used in any disciplinary action after **one (1) year following the date of the reprimand**. No suspensions shall be used in any disciplinary action after **two (2) years following the date of the suspension**.

- (f) Personnel Files and Discipline Records

An employee will be given a copy of any discipline which will be placed on their personnel file. An employee may request and shall receive copies of any discipline on their personnel file.



- (g) Any employee or the Union can see, review, and make copies of their personnel file at any time. An employee's personnel file shall include any records that in any way relate to their employment regardless of whether they are stored on or off location.

### **21.3 Shop Stewards**

A current list of Shop Stewards shall be provided to the Company and updated as required. The Shop Stewards will be authorized to deal with Union business (including but not limited to grievances and health and safety). Shop Stewards will be allowed to leave their work to carry out the functions as identified in this Article, with pay and without loss of any benefit, right, or privilege, provided permission to leave their work and agreement on the length of time away from their work has been acquired from their Supervisor. Such permission shall not be unreasonably withheld.

## **Article 22 – Discrimination**

**22.1** There shall be no discrimination, harassment, restriction, or coercion exercised or practiced by either party in respect of any employee by reason of:

- Age;
- Race;
- Colour;
- Creed;
- National or ethnic origin;
- Place of origin;
- Ancestry;
- Political affiliation;
- Religious beliefs;
- Gender;
- Gender identity;
- Gender expression;
- Sex;

- Sexual orientation;
- Marital status;
- Family status;
- Source of income;
- Physical disability;
- Mental disability;
- Genetic characteristics;
- Conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered;
- Membership or activity in the Union;
- Reporting to the Union any violation of the provisions of the Collective Agreement;
- Exercising any right conferred under this Agreement or any law of Canada or Alberta.

Should the governments of Alberta or Canada enact human rights legislation that adds to the above list of prohibited grounds, such additions shall be deemed incorporated into the Collective Agreement.

### Article 23 – Expiration and Renewal

This Agreement shall be effective from date of signing and shall remain in force until December 31<sup>st</sup>, **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.

Should either Party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement until:

- (i) The Union serves notice of strike in accordance with the Alberta Labour Relations Code.
- (ii) The Company serves notice of lockout in accordance with the Alberta Labour Relations Code.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

For The Company:

For The Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Committee:

Bargaining Committee:

Colin Ruttle  
Brandi Tracksell  
**Arthur Schilling**

**Kassandra Bulger**  
Usha Saduera  
Charmaine St. Germain  
**Aaron Goguen**  
Larry Zima

This Agreement was ratified on **February 3, 2023.**

## 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 30<sup>th</sup>, 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.**

### **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 30<sup>th</sup>, 2022 shall receive a signing bonus 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 signing bonus of \$250.00.**

### **Employee Placement in Job Classifications**

Employee placement in job classifications in the new wage grid reflect the parties' understanding of each employee's actual job duties and assignments. The Union reserves the right to revisit, and grieve if necessary, any issue with respect to such placement as such issues may arise.

## Wage Grids

Employees hired after October 3<sup>rd</sup>, 2018, shall be paid in accordance with the wage grids below:

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

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

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

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

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

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

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

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



<b><i>Delivery Driver</i></b>	<b><i>Current</i></b>	<b><i>Sunday After Ratification</i></b>	<b><i>January 1st, 2024</i></b>	<b><i>January 1st, 2025</i></b>	<b><i>January 1st, 2026</i></b>
<b><i>Start Rate</i></b>	\$16.50	<b><i>\$16.70</i></b>	<b><i>\$16.80</i></b>	<b><i>\$16.90</i></b>	<b><i>\$17.05</i></b>
<b><i>1 Year or more</i></b>	\$16.90	<b><i>\$17.00</i></b>	<b><i>\$17.10</i></b>	<b><i>\$17.20</i></b>	<b><i>\$17.35</i></b>
<b><i>2 Years or more</i></b>	\$17.30	<b><i>\$17.40</i></b>	<b><i>\$17.50</i></b>	<b><i>\$17.60</i></b>	<b><i>\$17.75</i></b>
<b><i>3 Years or more</i></b>	\$17.70	<b><i>\$17.80</i></b>	<b><i>\$17.90</i></b>	<b><i>\$18.00</i></b>	<b><i>\$18.15</i></b>
<b><i>4 Years or more</i></b>	\$18.10	<b><i>\$18.20</i></b>	<b><i>\$18.30</i></b>	<b><i>\$18.40</i></b>	<b><i>\$18.55</i></b>
<b><i>5 Years or more</i></b>	\$18.50	<b><i>\$18.60</i></b>	<b><i>\$18.70</i></b>	<b><i>\$18.80</i></b>	<b><i>\$18.95</i></b>
<b><i>6 Years or more</i></b>	\$18.90	<b><i>\$19.00</i></b>	<b><i>\$19.10</i></b>	<b><i>\$19.20</i></b>	<b><i>\$19.35</i></b>
<b><i>7 Years or more</i></b>	\$19.30	<b><i>\$19.40</i></b>	<b><i>\$19.50</i></b>	<b><i>\$19.60</i></b>	<b><i>\$19.75</i></b>
<b><i>8 Years or more (Top Rate)</i></b>	\$20.25	<b><i>\$20.75</i></b>	<b><i>\$21.50</i></b>	<b><i>\$22.25</i></b>	<b><i>\$23.10</i></b>

## Appendix B – Job Classifications

Classification	Description
Baking Assistant	<ul style="list-style-type: none"> <li>• Scaling ingredients and tasks associated with scaling;</li> <li>• Cooking ingredients and tasks associated with cooking;</li> <li>• All tasks related to baking all cakes and cheesecakes;</li> <li>• All tasks related to the production of mousses, icings, truffles, and any other components;</li> <li>• Retrieval, set up, operation, disassembly, and removal of all equipment in the baking department;</li> <li>• Cleaning tasks related to baking, cooking, and scaling area;</li> <li>• Baking preparation work:               <ul style="list-style-type: none"> <li>○ Depanning layers;</li> <li>○ Spinning graham;</li> <li>○ Pressing dough/graham;</li> <li>○ Individual cup set up;</li> <li>○ Greasing pans;</li> <li>○ Other baking prep operations as needed;</li> </ul> </li> <li>• Other related duties.</li> </ul>
Baking Specialist	<ul style="list-style-type: none"> <li>• Employee has a certification in Baking or equivalent industry experience;</li> <li>• Implements corrective action on procedures and recipes;</li> <li>• Scaling ingredients and tasks associated with scaling;</li> <li>• Cooking ingredients and tasks associated with cooking;</li> <li>• All tasks related to baking all cakes and cheesecakes;</li> <li>• All tasks related to the production of mousses, icings, truffles, and any other components;</li> <li>• Retrieval, set up, operation, disassembly, and removal of all equipment in the baking department;</li> <li>• Cleaning tasks related to baking, cooking, and scaling area;</li> <li>• Baking preparation work:               <ul style="list-style-type: none"> <li>○ Depanning layers;</li> <li>○ Spinning graham;</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>○ Pressing dough/graham;</li> <li>○ Individual cup set up;</li> <li>○ Greasing pans;</li> <li>○ Other baking prep operations as needed;</li> <li>● Other related duties.</li> </ul>
Decorator	<ul style="list-style-type: none"> <li>● Cake decorating and retrieval/prep of ingredients/components/equipment/utensils/etc. related to decorating;</li> <li>● Finishing product and retrieval/prep of ingredients/components/equipment/utensils/etc. related to finishing;</li> <li>● Retrieval, set up, continuous filling, and operation of all components in pre-finish and finishing areas;</li> <li>● Non-equipment related work: <ul style="list-style-type: none"> <li>○ Depanning;</li> <li>○ Racking;</li> <li>○ Boxing;</li> <li>○ Moving racks/trays;</li> <li>○ Other related tasks;</li> </ul> </li> <li>● Baking preparation work: <ul style="list-style-type: none"> <li>○ Depanning layers;</li> <li>○ Spinning graham;</li> <li>○ Pressing dough/graham;</li> <li>○ Individual cup set up;</li> <li>○ Greasing pans;</li> <li>○ Other baking prep operations as needed;</li> </ul> </li> <li>● Sanitation tasks: <ul style="list-style-type: none"> <li>○ Cleaning tasks related to production lines/baking prep areas and surroundings;</li> <li>○ Bringing equipment and utensils to washbay;</li> </ul> </li> <li>● Other related duties.</li> </ul>
Maintenance	<ul style="list-style-type: none"> <li>● Maintenance of all production equipment within the facility and completion of all associated tasks;</li> <li>● Maintaining and repairing the production facility;</li> <li>● Retrieval, set up, operation, disassembly, and removal of all equipment;</li> <li>● Forklift operation;</li> </ul>

	<ul style="list-style-type: none"> <li>• Sanitation tasks related to the department and equipment maintenance;</li> <li>• Other related duties.</li> </ul>
Rover	<ul style="list-style-type: none"> <li>• Operate cutting machine;</li> <li>• Aid scaling in measuring ingredients;</li> <li>• Aid shipping in picking orders;</li> <li>• Aid sanitation in cleaning equipment and utensils;</li> <li>• Non-equipment related work: <ul style="list-style-type: none"> <li>○ Depanning;</li> <li>○ Racking;</li> <li>○ Boxing;</li> <li>○ Moving racks/trays;</li> <li>○ Other related tasks.</li> </ul> </li> <li>• Baking preparation work: <ul style="list-style-type: none"> <li>○ Depanning layers;</li> <li>○ Spinning graham;</li> <li>○ Pressing dough/graham;</li> <li>○ Individual cup set up;</li> <li>○ Greasing pans;</li> <li>○ Other baking prep operations as needed.</li> </ul> </li> <li>• Cleaning tasks related to production lines/baking prep areas and surroundings;</li> <li>• Continuous filling of equipment in pre-finish and finishing areas only as needed;</li> <li>• Other related duties.</li> </ul>
Sanitation	<ul style="list-style-type: none"> <li>• All cleaning and sanitation tasks within the facility;</li> <li>• Other related duties.</li> </ul>
Shipper	<ul style="list-style-type: none"> <li>• Receiving and shipping all product and ingredients and any tasks associated with the shipping and receiving of product;</li> <li>• Proper rotation of ingredient/product;</li> <li>• Proper storage of ingredient/product;</li> <li>• Picking orders;</li> </ul>

	<ul style="list-style-type: none"> <li>• Operation of equipment in department;</li> <li>• Delivery of goods to customers as needed;</li> <li>• Cleaning tasks associated with department and coolers/freezers;</li> <li>• Other related duties.</li> </ul>
Worker	<ul style="list-style-type: none"> <li>• Non-equipment related work: <ul style="list-style-type: none"> <li>○ Depanning;</li> <li>○ Racking;</li> <li>○ Boxing;</li> <li>○ Moving racks/trays;</li> <li>○ Other related tasks;</li> </ul> </li> <li>• Baking preparation work: <ul style="list-style-type: none"> <li>○ Depanning layers;</li> <li>○ Spinning graham;</li> <li>○ Pressing dough/graham;</li> <li>○ Individual cup set up;</li> <li>○ Greasing pans;</li> <li>○ Other baking prep operations as needed;</li> </ul> </li> <li>• Sanitation tasks: <ul style="list-style-type: none"> <li>○ Cleaning tasks related to production lines/baking prep areas and surroundings;</li> <li>○ Bringing equipment and utensils to washbay;</li> </ul> </li> <li>• Other related duties.</li> </ul>
Delivery Driver	<ul style="list-style-type: none"> <li>• Pick orders for delivery;</li> <li>• Wrap and organize deliveries;</li> <li>• Proper operation of vehicle;</li> <li>• Delivery of goods to customers and associated tasks;</li> <li>• Other related duties.</li> </ul>

## Letter of Understanding #1 – Full-Time Employment

Employees employed as full-time employees on August 1<sup>st</sup>, 2009 shall maintain their status as full-time employees with the associated rights under the Collective Agreement applying to full-time employees during the term of the Collective Agreement dated from date of signing to December 31<sup>st</sup>, **2026**.

Letter of Understanding #2 shall continue to be interpreted in accord with the previous practice and understanding to protect full-time employees from being reclassified to part-time. It shall not be interpreted as a “no-layoff” provision.

All employees hired prior to January 1<sup>st</sup>, 2006 shall not be subject to layoff during the term of this Collective Agreement.

***For purposes of protecting certain employees privacy the Union and the Employer have agreed to identify any employees who will continue to be guaranteed that they will not be reduced to less than four (4) shifts in a week when production is scheduled in a letter outside of the Collective Agreement.*** This guarantee does not include when production is not scheduled.

This Letter of Understanding shall not apply in the event the Company ceases operations in Alberta.

## Letter of Understanding #2 – Heating and Cooling

In addition to its current and ongoing efforts to provide proper heating, cooling, and ventilation, and in anticipation of enduring each winter season, the Company shall offer and provide up to five (5) long sleeve shirts, as required, to each employee.

This Letter of Understanding shall remain in full force and effect for the duration of the current Collective Agreement, requiring renewal thereafter.

### Letter of Understanding #3 – Robin Hood Association

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. 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.***

Signed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

For The Company:

For The Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Committee:

Bargaining Committee:

Colin Ruttle  
Brandi Tracksell  
**Arthur Schilling**

**Kassandra Bulger**  
Usha Saduera  
Charmaine St. Germain  
**Aaron Goguen**  
Larry Zima

This Agreement was ratified on **February 3, 2023.**