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THIS AGREEMENT BETWEEN:

Cavendish Farms, A Division of Cavendish Farms **Corporation.**,
Lethbridge, Alberta (hereinafter referred to as “the Company”)

AND

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

Preamble

Recognizing that the welfare of the Company and that of its employees depends upon the welfare of the business as a whole and recognizing further that a relationship of good will and mutual respect between the Company and employees can contribute greatly to the maintenance and increase of that welfare; the parties join together in the following Agreement:

Article 1 – Recognition

1.1 The Company recognizes the Union as the exclusive bargaining agent for the employees of its plant at **4620 43rd Street** North, Lethbridge, Alberta, excluding office and clerical staff, agricultural staff, salespersons, chief engineer, security staff, senior laboratory staff, **Supervisor**, and those above the rank of **Supervisor**.

During the term of this Agreement, the Company will not bargain collectively with any other labour organization in respect of the employees covered by this Agreement.

Article 2 – Part-Time Employees

- 2.1 Part-time employees, that is, employees employed for twenty-four (24) hours weekly or less, are eligible for membership in the Union but are not entitled to the provisions of Articles 8.2 and 8.3 and Articles 9, 11, 12, 14, and 15 except that:
- 2.2 (a) Part-time employees will be granted General Holidays in accordance with the provisions of the Employment Standards Code.
- (b) Part-time employees will be granted vacations and vacation pay in accordance with the provisions of the Employment Standards Code.
- (c) Part-time employees shall be paid one and one half (1 1/2 X) times their regular rates for time worked in excess of eight (8) hours in any day.
- (d) **The** starting rate for new part-time employees, except “A” or “B” tradesmen, will be eighty (80%) percent of the rate of the job or jobs that they perform. Automatic increases of five (5%) percent of the rate of the job or jobs that they perform will be granted on the completion of each one thousand (1,000) hours worked. After four thousand (4,000) hours worked, they will be paid at one hundred (100%) percent of the rate of the job or jobs that they perform.
- 2.3 Part-time employees will not be used where it is practical to employ full-time employees and except as otherwise agreed with the Chief Steward part-time employees will not be employed for the purpose of reducing overtime unless that part-time work is required on a regular basis.

The Union may submit and the Company will consider alternative means of doing the required work rather than employ part-time employees.

Article 3 – Union Security and Check-Off

3.1 The Company shall be free to hire new employees who are not members of the Union provided said non-members shall be eligible for membership in the Union, and shall make application within ten (10) days after employment and will be deemed members in good standing within thirty (30) days. The Company agrees to provide Union supplied forms to the employees at point of hire.

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 determined by the Union. The Company further agrees, automatically, to deduct Union dues and initiation fees from the wages of all new employees. All employees shall, within ten (10) 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 Union not later than the fifteenth (15th) day of the following month, and shall be accompanied by a written statement of the names of the employees for whom the deductions were made, **the total regular hours worked**, and the amount of each deduction **broken down into regular dues, initiation fees, and assessments**. Dues check-offs are to be submitted on a four (4) week basis.

3.2 The Company agrees that it shall be a condition of employment that any employee who, at the date of signing of this Agreement, was a member of the Union in good standing or who becomes a member after that date shall maintain such membership during the term of this Agreement.

Employees shall be deemed members of the Union in good standing so long as they continue to pay their regular monthly Union dues.

3.3 No employee shall be subject to any penalties against **their** application for membership or for reinstatement as a member in the Union except as may be provided in the Constitution and By-Laws of the Union and no coercion or intimidation of any kind shall be practiced to compel or influence an employee to join the Union nor shall any discrimination of any kind whatsoever be practiced or permitted with respect to employees who are or who become members of the Union.

3.4 **Union Orientation**

New employees shall be allowed up to thirty (30) minutes off work with pay in order to meet with a Shop Steward for the purpose of familiarizing themselves with the general conditions and responsibilities with respect to the Collective Agreement and to the Union. This meeting shall take place during said employee's first week of active employment and at a time that is mutually agreeable between the Shop Steward and the Company.

Article 4 – Management

4.1 Subject only to the provisions of this Agreement, the Management and the operation of the business and the employment, direction, promotion, transfer, lay-off, and suspension, discharge, or other discipline of employees for just cause, including violations of Articles 5.9 and 5.10 of this Agreement, shall be vested solely in the Management of the Company.

4.2 It is agreed that copies of all disciplines will be ***provided to the Steward and*** forwarded to the full-time Union Representative on the date of issuance. Upon request employees shall be given access to their personnel file.

Article 5 – Settlement of Grievances

- 5.1 Both the Company and the Union emphasize the desirability of a satisfactory grievance procedure, the purpose of which will be to settle grievances promptly. It is agreed that consultation at any step in the following procedure will take place quietly and speedily so that any possible cause of friction may be reduced to a minimum.
- 5.2 The Union agrees to appoint or elect and the Company to recognize Stewards to deal with matters affecting employees in their departments. They shall be regular employees of the Company. The Company shall be advised of the names of the Stewards.
- 5.3 The Union also agrees to appoint or elect a grievance committee, not to exceed three (3), all regular employees of the Company, to deal with questions which may not be decided in the first and second steps described in Article 5.4 below. The Company shall be advised of the names of employees on this committee. The grievance committee shall include the Chief Steward. Where the term “Chief Steward” is referred to throughout this Agreement, reference is to the individual employee of Cavendish Farms, Lethbridge Plant, appointed or elected to hold this position by employees covered by this Agreement.

If an employee is being interviewed about an accusation of wrongdoing, which may lead to discipline ***or is receiving discipline,*** a Steward ***or Union Representative shall be present.***

- 5.4 An alleged grievance shall be dealt with progressively in the following manner:

First: Between the aggrieved employee, or the Steward of the department, or both, and the foreperson of the department in which the employee works. If a department is not represented by a Department Steward, the Chief Steward may act in this capacity. Except by mutual agreement, if the Company does not

Article 6 – Arbitration

- 6.1 If a settlement cannot be reached in the grievance procedure, the parties agree that any grievance which has been properly carried through the steps outlined in Article 5 may be referred to an Arbitrator at the written request of either party within twenty-one (21) working days of the outcome of the Third Step of the grievance procedure.
- 6.2 It is agreed that neither the Company nor the Union will prevent the other party from referring a grievance to arbitration to determine if the grievance is arbitrable. A question of arbitrability need not be raised during the grievance procedure. If an Arbitrator determines the grievance is arbitrable, the same Arbitrator shall then consider the grievance itself.
- 6.3 An Arbitrator will be chosen by the mutual agreement of the parties provided that if the parties fail to agree within ten (10) working days of the notification mentioned in Article 6.1 above, the Director of Mediation Services for Alberta may be asked to nominate a person to act as Arbitrator.
- 6.4 A decision of the Arbitrator, will be deemed to be final and binding on all parties concerned. In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement.
- 6.5 The Company and the Union agree to bear an equal share of expenses of the Arbitrator appointed.

Article 7 – Wages

7.1 (a) Job rates will be as set out below:

Effective March 1st, 2021 increase hourly rate for all classifications by three (3%) percent. This amount will be retro active to March 1, 2021.

Effective March 1st, 2022, increase hourly rate for all classifications by three (3%) percent. This amount will be retro active to March 1, 2022.

Effective March 1st, 2023, increase hourly rate for all classifications by three (3%) percent. This amount will be effective upon ratification.

Effective March 1st, 2024, increase hourly rate for all classifications by two and one quarter (2.25%) percent.

Effective March 1st, 2025, increase hourly rate for all classifications by two and one half (2.5%) percent.

\$0.15/hr Special Retention Bonus

All employees actively on payroll at the end of each quarter will receive an additional fifteen (\$0.15) cents per hour for all straight time hours worked.

This amount will be made payable to qualified employees in a lump sum (less statutory deductions) within thirty (30) days following the quarter end.

The Company reserves the right, at its discretion, to pay higher than any of the job rates set out above. Prior to doing so, the Company will inform the Chief Steward of the Company's decision.

work required in the Plant unless the hours worked exceeds four (4), in which case they will be paid for the hours worked.

- 7.8 The Company shall provide, on a quarterly basis to the Chief Shop Steward, a list of all employees, the rate they are being paid, and the job classification they are performing.

Also, the Company will provide copies of all job postings, ***list of names of applications for job postings***, work shut down schedules, and employee schedules to the Union through a central mailbox.

- 7.9 In response to the Union's concerns regarding discrepancies in the rates of pay being paid to individual employees, the Company agrees to the following:

- (a) Any signed agreements with respect to training rates, past and future will be provided to the ***full-time Union Representative***.
- (b) Any current arrangements regarding individual rates of pay will be explained to the ***full-time Union Representative***.

- 7.10 When a new job is created during the term of the Agreement, which requires different skills than existing classifications, the wage rate will be set by the Company after discussion with the Union. If the job rate is not acceptable by the Union the issue will be resolved at arbitration.

Article 8 – Night and Weekend Premiums

- 8.1 Employees working on shifts beginning between 3:00 p.m. and 8:00 a.m. shall receive a premium of ***one (\$1.00) dollar*** per hour. This premium will not be considered as part of such employees' basic rates. This premium will only apply to those hours worked between 3:00 p.m. and 8:00 a.m.

8.2 All employees working on Sundays at regular rates shall receive a premium of one and one half (1 1/2 X) times their regular rates for all such hours worked on calendar Sundays. Such premium shall not be considered as part of said employees' basic rates.

8.3 When twelve (12) hour employees are working on the night shift, they **shall** receive a premium of **one (\$1.00) dollar** per hour for all hours worked. This premium will not be considered as part of such employees' basic rates.

Shift start and end times may be adjusted by Management with agreement from Union to meet the needs of the business.

8.4 Regular employees shall receive a premium of two (\$2.00) dollars per hour for hours worked at regular rates on Saturday shifts. Such premium shall not be considered as part of such employees' basic rates.

Article 9 – Hours of Work and Overtime

9.1 The normal hours of work for an eight (8) hour employee shall not exceed eight (8) hours per day and forty (40) hours per week.

9.2 (a) Twelve (12) hour employees will be paid at one and one half (1 1/2 X) times their regular rates for hours worked in excess of twelve (12) hours per shift or in excess of eighty (80) hours in a two (2) week cycle.

Overtime shall be calculated and paid on the basis of extra hours worked per shift or in excess of thirty-six (36) hours one (1) week or forty-four (44) hours the next week, but not a combination of both.

In cases of breakdown, employees will be paid for waiting time if instructed to stay but shall not receive less than the provision of this Article.

9.9 Work Related Injury

An employee injured while working in the plant shall suffer no loss of earnings for the hours necessarily lost in **their** scheduled shift in which the accident occurs, if, as a result of such injury, **the employee** is sent home, or to the hospital, or for medical attention on instructions from the medical department, but if such is not possible, then by a Company representative.

Amounts received under Workers' Compensation shall be deducted from benefits due under this Article.

9.10 Bereavement Leave

Where an employee is absent due to a death of a wife, husband, common-law spouse, same sex partner, daughter, son, step-children, step-parent, mother, father, sister, brother, mother-in-law, father-in-law, shall receive up to four (4) paid days off at their regular rate of pay.

Where an employee is absent from work due to the death of a sister-in-law, brother-in-law, grandmother, grandfather, spouses' grandmother, spouses' grandfather, legal guardians, they will receive up to three (3) paid days off at their regular rate of pay.

Article 10 – Rest Periods

10.1 The Company agrees to grant rest periods as follows:

- (a) For employees on eight (8) hour shifts, employees will receive one ten (10) minute rest period in the first half of their shift, one twenty (20) minute meal period, and one ten (10) minute rest period in the second half of their shift. A rest period of ten (10) minutes will be granted in overtime, provided the overtime shift exceeds two and one half (2 ½) hours after the return from the

second rest period. The Union agrees that rest periods are a privilege and must not be abused.

- (b) For employees on twelve (12) hour shifts, employees will receive one ten (10) minute rest period in the first half of their shift, one thirty (30) meal period, and one ten (10) minute rest period in the second half of their shift. A rest period of ten (10) minutes will be granted in overtime, provided the overtime shift exceeds two and one half (2 ½) hours after the return from the second rest period. The Union agrees that rest periods are a privilege and must not be abused.
- (c) Employees shall not be regularly required to work more than five (5) hours without a meal period except with their consent.

Article 11 – Seniority

- 11.1 ***The seniority date will be the first date of employment. In the event that two (2) employees commence employment on the same day, the lower number of the last three (3) digits on the Social Insurance card will be placed on the seniority list first.***
- 11.2 (a) New employees shall be regarded as probationary employees and shall have no seniority until they have accumulated seven hundred twenty (720) hours of work. On completion of seven hundred twenty (720) hours of work, they shall become regular employees and shall be granted seniority based on accumulated service.
- (b) Where a prospective new maintenance employee does not meet all the requirements demanded of the position, and a longer probationary period than seven hundred twenty (720) hours is necessary, the Company will notify the prospective maintenance employee and the Union of the extended probation in writing, giving an explanation for its decision. An extension to the probationary period may not exceed an

11.17 Personal and Family Responsibility Leave

An employee shall receive five (5) days of personal and family responsibility leave per calendar year: three (3) days of leave per calendar year paid at the employee's regular rate of pay and two (2) days of unpaid leave, for:

- (a) The health of the employee, or;***
- (b) The employee to meet their family responsibilities in relation to a family member.***

Such leave shall not be cumulative from year to year. Before taking a leave, the employee must give the Company as much notice as is reasonable and practicable in the circumstances.

Article 12 – Vacations

- 12.1 All permanent employees while remaining in the continuous regular employment of Cavendish Farms shall be entitled to annual vacation leave with pay at the regular rate. For vacation entitlement purposes, an employee entering the Company's service after the fifteenth (15th) of any month will be considered to have entered the following month. During the first two (2) years of employment, should an employee's service date be adjusted for any reason as prescribed elsewhere in the Collective Agreement, it will not adversely affect their vacation entitlement.

Month Entering Service

| | |
|----------|----------------|
| January | ten (10) days |
| February | ten (10) days |
| March | ten (10) days |
| April | nine (9) days |
| May | eight (8) days |
| June | seven (7) days |
| July | six (6) days |

Article 13 – Safety and Health

13.1 The Company shall make reasonable provision for the safety and health of employees during working hours. Protective devices on machinery and other devices deemed necessary properly to protect employees from injury shall be provided by the Company.

The Company agrees to post all Company sponsored Health and Safety programs and training courses so that all employees have an option of attending. Those employees who are required by the Company to attend said courses, will be paid to do so.

The Company will provide at no cost to employees all WHIMIS/HACCP required personal protective equipment (i.e. wetsuits). In order to receive a replacement item, the employee must return the worn item and Management must give approval that the item requires a replacement.

13.2 **Joint Health and Safety Committee**

A Joint Safety Committee will be established, comprised of six (6) employees named in writing by the Union, and six (6) members of Management, to meet monthly to review all matters pertaining to the Act and/or procedures and policies of the Company, and make recommendations to the Company.

The JHSC committee must have two (2) co-chairs:

- ***worker co-chair is chosen by the Union;***
- ***Company co-chair is chosen by the Company.***

The functions of the Committee will be to inspect the plant site quarterly and discuss safety matters once a month. Minutes will be recorded and posted on the plant site. The minutes shall contain concerns of the Committee and proposed recommendations. A copy of the above minutes will be forwarded to the Union.

These committees have many duties including the following:

employees should be treated with fairness, dignity, and respect in all circumstances.

13.4 Employees who require prescription safety glasses or custom fitted ear plugs will be allowed two hundred (\$200.00) every twenty-four (24) Months.

Article 14 – Employee Benefits

14.1 Sick Pay Plan

Employees will be enrolled in the Sick Pay Plan as a condition of employment effective the first of the month coincident with or next following the completion of **ninety (90) days** seniority.

The Company will remove the age of termination on all sick plan benefits.

Sick Pay will be paid in the following amounts, subject to a three (3) day waiting period for eight (8) hour employees:

The scale for duration of payments is as follows:

| | |
|---------------------------------------|----------|
| 6 months to 18 months' seniority..... | 4 weeks |
| 18 months to 5 years' seniority..... | 16 weeks |
| 5 years to 7 years' seniority..... | 26 weeks |
| 7 years to 10 years' seniority..... | 34 weeks |
| 10 years' seniority and over..... | 52 weeks |

The three (3) day waiting period will be waived in respect to an employee who is hospitalized during the waiting period, due to an illness or accident.

The required premiums will be one hundred (100%) percent paid by the employees and will be deducted from their pay each month.

14.6 Vision Care

Vision Care Coverage will be **three hundred (\$300.00)** dollars every two (2) years. Coverage for eye exams will be **one hundred (\$100.00)** dollars every two (2) years.

14.7 Doctors' Notes

When requested by the Company, doctors' notes will be paid for by the Company.

14.8 Survivor Benefits

The survivor benefit for health and dental will be improved to three (3) months following the date of death.

14.9 Oral Contraceptives

Oral contraceptives will be added to the current drug plan and reimbursement will be at eighty-five (85%) percent and will be included in the yearly drug plan maximum. This will be subject to the dispensing fee cap.

Only oral contraceptives will be covered which must legally require a prescription.

14.10 Pharmacist Prescription

With no change to current drug coverage, drugs that legally require a prescription, which are prescribed by a licensed pharmacist, will be covered by the current drug plan.

14.11 Orthotics Benefit

The Company will reimburse employees for one (1) pair of orthotics every thirty-six (36) months to a maximum of two hundred (\$200.00) dollars. The orthotics must be custom made and prescribed.

14.12 Massage Benefit

The Company will reimburse employees to a maximum of two hundred twenty (\$220.00) dollars per year, paid at one hundred (100%) percent coverage. A prescription or physician's referral is not required.

14.13 Chiropractor Benefit

The Company will reimburse employees to a maximum of two hundred twenty (\$220.00) dollars per year, paid at one hundred (100%) percent coverage. A prescription or physician's referral is not required.

14.14 Note

Changes to benefit plans for inactive employees will take effect upon return to full active employment.

14.15 The Company will provide to all employees and all new employees after probation, access to an electronic comprehensive benefit booklet outlining all Company benefit premiums if applicable and allowable reimbursement.

Article 15 – Tool Allowance

15.1 ***Ticketed Tradesperson***, Packaging, and Fryer Operators shall, upon presentation of required tools broken on the job and worn out required tools, receive replacement tools. Such replacements shall be limited to those specified by the Company as being required and shall in addition be limited to a maximum replacement cost of ***two hundred (\$200.00)*** dollars per contract year per affected employee.

This allowance may also be used for the purchase of new tools required by the Company to maintain new equipment or to employ new techniques.

A new ***Ticketed Tradesperson***, Packaging, or Fryer Operator shall not be eligible for tool allowance until ***the employee*** has one (1) year's Company service as a Mechanic or Operator. ***The employee*** shall then be eligible for one twelfth (1/12th) of the previous contract year's allowance of ***two hundred (\$200.00)*** dollars for each month of that contract year following the month of ***their*** employment as a ***Ticketed Tradesperson***, Packaging, or Fryer Operator with the Company. Thereafter, ***the employee*** shall be eligible for the full allowance as of each February 28th.

Any unused portion of this allowance remaining at the end of a contract year, but not exceeding ***two hundred (\$200.00)*** dollars, will be carried over only into the following contract year.

Article 16 – Work Clothing

16.1 Clothing

Launderable outer work clothing specified by the Company as required for the employee's work will be provided by the Company. Aprons and rubber gloves where specified as required by the Company will, when worn out on the job, be replaced at no cost to the employee.

Employees with more than six (6) months' seniority, who purchase a quilted vest or liner through the Company for use on the job, shall receive an allowance of up to sixteen (\$16.00) dollars towards such purchase. Employees with less than six (6) months' seniority who so purchase such clothing shall be reimbursed up to sixteen (\$16.00) dollars towards such purchase on attainment of six (6) months' seniority. For a subsequent purchase, employees will again become eligible for this allowance three (3) years from the date of their previous purchase under this provision. Laundering of such clothing shall be the responsibility of the employee.

16.2 Safety Footwear

Employees with more than six (6) months' seniority who purchase C.S.A. approved safety footwear for use on the job shall be reimbursed up to **two hundred (\$200.00) dollars per calendar year** towards such purchase. Employees with less than six (6) months' seniority who purchase C.S.A. approved safety footwear for use on the job shall be reimbursed up to **two hundred (\$200.00) dollars per calendar year** towards such purchase on attainment of six (6) months' seniority. There shall be a maximum of two (2) pairs per calendar year that will be subject to reimbursement.

16.3 The Company will provide rubber boots to employees who require them at no cost.

16.4 Gloves and Outerwear

The Company shall supply gloves and **cold weather wear to employees who are assigned to work in cold environments** at no cost to the employee.

Article 17 – Government Regulations

17.1 It is mutually agreed that no demand shall be made by either party to this Agreement upon the other party, which in any way contravenes laws, orders, or regulations issued by, or under the authority of the Government of Canada or of the Province of Alberta, or such agency as may be deputed by either of such Governments, from time to time in regard to wages, bonuses, hours, HACCP requirements, conditions of labour, or other related matters.

Article 18 – Plant Closing

18.1 If the plant is permanently closed, a separation allowance will be paid to employees subject to the following:

- (a) They have one (1) or more years of seniority as of their date of lay-off.
- (b) They are actively at work with the Company and accumulating seniority or have been laid off within the thirty (30) day period preceding the date that the closing is announced. An employee on a leave of absence which was granted by the Company under Article 11.10 and employees who are not actively at work with the Company but are absent from work and receiving weekly Workers' Compensation or Sick Pay payments, will also be eligible.
- (c) The closing is not brought about by war, strike, walkout, work stoppage, slow-down, or other cessation of work, fire, government action, or Act of God.
- (d) In order to qualify for separation allowance, employees must continue to work in a satisfactory manner as long as required.
- (e) Eligible employees will receive a separation allowance based on their completed full years of seniority as of their date of lay-off as set out in the following table:

| Completed Full Years of Seniority | Amount (\$) |
|-----------------------------------|--|
| 1 | 370 |
| 2 | 490 |
| 3 | 635 |
| 4 | 800 |
| 5 | 1000 |
| 6 | 1200 |
| 7 | 1410 |
| 8 | 1625 |
| 9 | 1840 |
| 10 | 2060 |
| 11 to 20 | The ten year allowance plus \$325.00 for |

| | |
|-------------|---|
| | each completed full year of seniority over 10 |
| 21 and over | The twenty year allowance plus \$415.00 for each completed full year of seniority over 20 |

In addition, employees whose combined full years of age and seniority as of their date of lay-off total sixty-five (65), will be entitled to a supplement of two thousand five hundred (\$2,500.00) dollars plus an additional one hundred twenty-five (\$125.00) dollars for each year that the combined total exceeds sixty-five (65).

- 18.2 When employees are paid separation allowance under the provisions of this Article, their seniority and employment relationship with the Company is terminated and they shall have no further rights under this Agreement or under any other Agreement between the signing parties.
- 18.3 If an employee is eligible to be paid separation allowance under the provisions of this Article, **they** will continue to have coverage in the Group Life Insurance, Dental, and Extended Health Care plans for a period of six (6) months following the month in which the employee is laid off. Such coverage will continue on the same basis as existed at the time that the employee was laid off.

Article 19 – Duration

- 19.1 This Agreement shall remain in full force and effect from March 1st, **2021** to February 28th, **2026**, and shall thereafter automatically renew itself from year to year unless a notice of termination or of amendment is given by either party to the other in writing at least sixty (60) days before the termination date or any subsequent anniversary of such termination date. If such is given, this Agreement shall remain in force during the period of negotiations.

Signed this _____ day of _____, **2023**.

For Cavendish Farms,
A Division of Cavendish Farms
Corporation, Lethbridge, Alberta

For United Food and Commercial
Workers Canada Union,
Local No. 401

Management Committee:

Steven Price
Amar Razzak
Stephanie Forsythe
Ryan Lawlor
Lee Gleim

Bargaining Committee:

David Ell
Troy Araki
Keith Gettman
Mike Joslin
Jesus Amaya
Cameron Howey
Devin Yeager

This Agreement was ratified on **December 7, 2022**.