

COLLECTIVE AGREEMENT

BETWEEN

BURNBRAE FARMS EGG GRADING PLANT

AND

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

Renewal: ***May 30, 2026***

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WHEREAS: The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer 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 Union and the Employer mutually agree as follows:

Article 1 – *Union Recognition*

- 1.1 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees coming under the provisions of this Agreement employed in the Burnbrae Farms Egg Grading Plant located in Calgary, Alberta. This includes all plant help, but excludes office staff and those employees in a supervisory capacity.

Article 2 – Union Establishment

- 2.1 The Employer agrees to retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said non-members, whether part-time or full-time employees, shall be eligible for membership in the Union and shall ***provide to all such employees the necessary membership applications and submit them to the Union within seven (7) business days.***

Article 3 – Deduction of Union Dues, Initiation Fees, and Assessments

- 3.1 The Employer agrees to deduct from the wages of each employee upon proper authorization from the employee affected, initiation fees, **assessments**, and Union dues. The Employer further agrees to automatically deduct Union dues from the wages of all new employees. Upon commencement of employment, the employee shall provide the Employer with a signed authorization for such deduction.
- 3.2 Monies deducted during any month or agreed upon period shall be forwarded by the Employer to the President of the Union not later than fifteen (15) working days following the Employer's accounting period, whether it is on a monthly or a four (4) week basis during which deductions are made, accompanied by a written statement of the names of the employees from 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 parties agree that should the Union require a dues structure that creates a new administrative process for the Employer, the parties will meet to discuss and explore opportunities for a resolve.***
- 3.3 In the event of a change in the Union dues, the Union will give the Employer four (4) weeks prior notice of the effective date of the change or deduction as the case may be.
- 3.4 The Employer agrees to provide each new employee, at the time of employment, with a form letter outlining to the new employee **their** responsibility in regard to Union membership and to provide the Union, in writing, with the

name and address of each employee to whom they have presented the form letter along with the employee's date of hire.

3.5 *Employer will supply report(s) electronically to the Union monthly with the following information:*

- (i) Full Name;***
- (ii) Employee number;***
- (iii) Status (Full-Time, Part-Time, Active, Inactive);***
- (iv) Classification;***
- (v) Social Insurance Number;***
- (vi) Date of Birth;***
- (vii) Date of Hire;***
- (viii) Union Seniority Date;***
- (ix) Vacation Date;***
- (x) Termination Date and reason for termination;***
- (xi) Home Address (including City and Postal Code);***
- (xii) Phone Number;***
- (xiii) Email address;***
- (xiv) Current Rate of Pay.***

3.6 *The Union agrees and shall indemnify and save the Employer harmless from any liability or action of any kind whatsoever that may arise out of deductions made from the pay of any employee pursuant to this or any other applicable article of the Collective Agreement.*

3.7 Upon mutual agreement, the Employer may submit the dues electronically in a manner acceptable to both parties.

Article 4 – Basic Work Week - Overtime - Paid Holidays

- 4.1 The basic work week for full-time employees covered by this Agreement shall consist of forty (40) hours, to be worked in five (5), eight (8) hour days over a period of seven (7) days. All employees shall receive two (2) consecutive days off.
- 4.2 There shall be a definite daily starting time for each employee. Daily hours of work for all employees shall be consecutive with the exception of not more than thirty (30) minutes out for each meal period. Meal periods shall be scheduled as near mid-shift as is possible and practical.

Employees Consecutive Days Off

- 4.3 Effective date of ratification (January 22nd, 2013), the consecutive days off for all current full-time employees shall continue to be Saturday and Sunday, unless otherwise mutually agreed to.
- 4.4 All employees hired or promoted to a full-time position after date of ratification (January 22nd, 2013) shall receive consecutive days off. Consecutive days off shall be Friday-Saturday, Saturday-Sunday, or Sunday-Monday and shall not receive the overtime rate of pay for regularly scheduled hours of work performed on Sundays.

4.5 Overtime

The “department(s)” for the purpose of this article will consist of: 1) Maintenance; 2) Shipping/Receiving; 3) Production; **and; 4) Sanitation**. The Employer reserves the right to establish new departments after a discussion with the Union.

All hours worked over those, as outlined above, shall be considered as overtime and shall be paid for at the rate of time and one half (1 ½ X). All work performed on Sunday and paid holidays shall be paid for at the rate of time and one half (1 ½ X) and shall be assigned as described in the following paragraph.

In the event that overtime is required in a particular department, the Employer will execute the following procedure for fulfilling the overtime requirement.

Step 1

The overtime will be offered to employees with the ability to complete the work on shift inside the department by order of seniority. If the overtime requirement is not fulfilled then move to Step 2.

Step 2

The overtime will be offered to employees with the ability to complete the work on shift outside the department by order of seniority. If the overtime requirement is not fulfilled then move to Step 3.

Step 3

The Employer will compile a seniority list that includes all departments and the overtime will be assigned by reverse seniority until the requirement is fulfilled.

When overtime is required the Employer will give as much notice as possible.

- (a) In the event that a weekend or holiday overtime shift is scheduled, the Employer will execute whichever of

the following two (2) options is applicable in order to assign the work.

- (i) If the time before the commencement of the overtime shift is greater than one and one half (1 ½ X) regular working days, the Employer will post an overtime notice with a sign up sheet allowing employees that want the overtime to sign up. The notice and sign up sheet will remain posted until the midpoint on the second last shift prior to the commencement of the scheduled overtime at which point the Employer will remove the notice and the overtime will be awarded to the senior person on the sign up sheet provided they have the skill and ability to complete the required work. By posting this notice, the Employer is deemed to have satisfied Step 1 and Step 2 as outlined in this Article 4.5. If the overtime requirement is not fulfilled, then the Employer can proceed to Step 3.
 - (ii) If the time before the commencement of the overtime shift is less than one and one half (1 ½ X) regular working days, the Employer will make reference to a plant wide seniority list and the overtime will be offered to the most senior employee, provided they have the skill and ability to complete the required work. If the overtime requirement is not fulfilled then the Employer can proceed to Step 3 as outlined in Article 4.5.
- (b) An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident, or in the event of emergencies

such as fire, flood, breakdowns of machinery, and other instances of force majeure. The working of overtime shall not constitute a change in shift. In all other cases at least twenty-four (24) hours notice of any change of schedule must be given. In the case of full-time employees having their schedule changed without at least twenty-four (24) hours notice where required, they will be paid four (4) hours additional pay in lieu of notice.

4.6 Paid Holidays

The following days shall be considered as paid holidays:

New Year's Day	1 st Monday in August (Heritage)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

and all other public holidays proclaimed by the Provincial Governments.

As long as the province continues to observe Family Day, it will be recognized by this Collective Agreement. If the government eliminates or deletes this holiday, it would also be deleted from this Collective Agreement.

For an employee to be deemed eligible to receive Holiday Pay as outlined here, the employee must fulfill all of the following criteria:

- (a) Has been employed thirty (30) calendar days with the Employer;

- (b) Has worked the scheduled shift before and after the paid holiday unless absent due to reason of bona fide sickness, accident, or emergency;
- (c) Has not refused to work on the holiday if scheduled to do so.

Employees regularly working full-time shall receive eight (8) hours pay for each such holiday.

Part-time employees shall receive the following Statutory Holiday pay:

Employees other than full-time shall be paid one fifth (1/5) of their average weekly hours for each Statutory Holiday (based on the previous four (4) weeks to a maximum of eight (8)) as their Statutory Holiday pay, e.g. **thirty-six (36)** hour average = **seven point two (7.2)** hours Statutory Holiday pay.

For purposes of determining a part-time employee's entitlement to Statutory Holiday pay, all paid time off shall be counted as hours worked.

Where the Employer or the Union are aware that the taking of vacation has reduced the Statutory Holiday pay benefit of a part-time employee, the Employer will adjust the calculation to exclude the period of vacation from the four (4) week average.

- 4.7 All eligible employees required to work on a paid holiday shall be compensated at the rate of time and one half (1 ½ X) their regular rate of pay for all time worked in addition to regular General Holiday pay.

4.8 Call-In

If an employee is called by the Employer to report for work and upon reporting finds **their** services are not needed, **the employee** shall receive four (4) hours pay at the applicable rate.

Article 5 – Shift Differential

- 5.1 An afternoon shift premium of **seventy (\$0.70)** cents will be paid to employees commencing a shift between one p.m. (1:00 p.m.) and **nine** fifty-nine p.m. (**9:59** p.m.). This premium will be paid for the complete shift for all hours worked.
- 5.2 A night shift premium of **eighty-five (\$0.85)** cents will be paid to employees commencing a shift between **ten** p.m. (**10:00** p.m.) and two fifty-nine a.m. (2:59 a.m.). This premium will be paid for the complete shift for all hours worked.
- 5.3 Shift differential pay, or premium rate for evening work, shall not be added to the employee's hourly rate of pay for the purpose of computing overtime pay.

Article 6 – Rest Periods

- 6.1 Employees shall have a fifteen (15) minute interval away from work during each work period of four (4) hours. Rest periods shall be scheduled by Management as near mid-shift as is practical.
- 6.2 When an employee is required to work in excess of ten (10) hours in a day, a thirty (30) minute supper break

without pay will be taken and either a meal will be provided or the employee will receive a fifteen (\$15.00) dollar supper allowance.

- 6.3 When an employee is required to work more than one (1) hour, but not more than two (2) hours overtime in a day they shall receive one (1), fifteen (15) minute rest period with pay to be scheduled by the Employer as near to the commencement of the overtime period as practical.

Article 7 – Wage Rates and Job Classification

- 7.1 Job classifications and the hourly wage rates for all employees covered by this Agreement shall be as set out in Appendix “A” of this Agreement.

- 7.2 Electronic deposit by direct bank deposit shall be completed to cover pay periods not to exceed two (2) weeks in duration. An itemized summary of the employee’s pay, deductions, and all hours of work shall be provided and shall be distributed on Employer time for the same pay periods as stated here.

Where Employer caused paycheck errors occurs resulting in a greater than fifty (\$50.00) dollar discrepancy, the Employer will rectify the payment as soon as possible, though an electronic funds transfer (EFT) or off cycle payment.

- 7.3 Relieving in Higher Classification

Any employee who is required on a temporary basis to fill a classification paying a higher rate of pay for one (1) hour or more shall receive the rate established for such classification for all time so employed.

An employee, who is temporarily required to work in a classification which has a lower rate than **their** own classification, shall receive their regular rate of pay.

- 7.4 The Union agrees that the Employer may utilize non-union personnel as Management trainees for the purpose of becoming familiar with overall plant operations providing members of the bargaining unit are not displaced from their jobs or have their regular hours reduced when such personnel are employed in the above capacity. Further, Management trainees will not be used as relief staff (employees).

Article 8 – Annual Vacations

8.1 Vacation Entitlement Year

The vacation entitlement year commences on June 1st each year and ends on May 31st the following year. Vacation time will be scheduled in the twelve (12) month period following completion of the vacation entitlement year.

- 8.2 All employees shall accumulate vacation entitlement and vacation pay as follows:

<u>Length of Service</u>	<u>Vacation Entitlement</u>
1 year or more	2 weeks of vacation
5 years or more	3 weeks of vacation
12 years or more	4 weeks of vacation
18 years or more	5 weeks of vacation

Length of service shall mean the employee's length of continuous service with the Employer.

Part-time employees will be afforded the same vacation entitlement in terms of weeks per year of service as full-time employees but will receive their vacation pay based on two (2%) percent of gross earnings for each week of entitlement to be paid out by June 30th each year.

Full-time employees shall receive forty (40) hours pay at the employee's current rate of pay for each week of entitlement.

Upon termination of employment, employees shall receive any earned vacation pay during the period of employment for which vacation allowance has not been paid at the appropriate rate. The Employer agrees to pay vacation pay of two (2%) percent of each week of vacation entitlement.

Employees with less than one (1) year of service will receive four (4%) percent of their gross earnings for any unpaid portion of vacation pay.

8.3 Vacation Pay

The Employer will calculate vacation pay immediately following completion of the entitlement year and will pay the employee's vacation pay on the regular pay date closest to the week in which vacation is taken, pro-rated to the amount of vacation time being taken. If an employee requests vacation pay early, the Employer will arrange to have these funds paid out up to two (2) weeks prior to the expected time of vacation.

As required by the Employment Standards Code, vacation pay without taking vacation time off can not be granted.

8.4 Vacation Selection

The Employer shall determine the number of employees permitted on vacation at any given time to ensure sufficient trained staff are available at all times.

A vacation selection schedule shall be posted by the Employer allowing each employee, by order of seniority, to indicate *their* preferred vacation weeks. This schedule will be posted no later than March 1st and removed no sooner than March 31st. The final vacation schedule will be posted by the Employer no later than April 15th.

The maximum length of continuous vacation that can be applied for during the prime vacation period, defined as June 1st to September 30th, is limited to two (2) weeks and must be approved by the Employer. As an exception to this should there be more available weeks open in the prime vacation period, employees may request those additional weeks that are available. No request will be unreasonably denied. Additional vacation entitlement must be scheduled outside of this period where up to four (4) weeks consecutive vacation can be scheduled by eligible employees following approval by the Employer.

The Employer and the employee shall endeavour to arrange the vacation schedule to their mutual convenience. However, in the event that a mutual time cannot be agreed upon, the Employer shall make the final decision subject to Article 16 – Grievances and Article 17 – Board of Arbitration.

8.5 Paid Holidays Occurring During Vacation

If a public holiday occurs during an employee's vacation, the Employer shall substitute another day that would ordinarily be a working day for the employee to take off

work. The employee shall be paid public holiday pay as if the substitute day was a public holiday. The substitute day must be taken within ninety (90) days of the end of the employee's vacation period.

Article 9 – Seniority

- 9.1 Once each quarter, a seniority list stating employee's name, date of hire, full-time seniority date, job classification, and department shall be posted in a location where all employees have access to it ***and a copy shall be sent to the Union.***

Full-Time Seniority

Full-time seniority shall be an employee's length of continuous service on the payroll as a full-time employee.

The seniority date for part-time employees who are promoted to full-time employment will be the date upon which full-time employment commences.

As an exception to the above, all employees for vacation entitlement purposes only, will be their original date of hire.

Part-Time Seniority

Part-time seniority shall be an employee's length of continuous service on the payroll as a part-time employee.

- 9.2 ***All employees shall be on probation for sixty (60) calendar days from the date of hire; however, the probationary period can be extended to ninety (90) calendar days if the Employer gives written notice to the Union and the employee during the first sixty (60)***

calendar days worked stating the reason for the extension. Extensions shall be by mutual agreement.

9.3 Termination of any employee during ***their probation period*** shall not be subject to Article 16 and 17 of this Agreement. ***While this termination shall not be subject to a grievance, the Employer agrees to provide reasons for the termination to the employee in the presence of a Union Representative.***

9.4 (a) Promotions within the bargaining unit shall be based on ***knowledge, skill, ability, and seniority. Knowledge, skill, and ability being sufficient,*** seniority shall prevail.

(b) Seniority shall govern in lay-offs and recall after lay-off unless there is a less senior employee whose qualifications and ability to perform the job are significantly greater.

(c) Job Postings

When job vacancies occur with the exception of Lead Hand in the plant and the Employer requires replacements and/or creates new jobs, they shall be posted on the bulletin board for a period of seven (7) calendar days during which time applications may be made by employees. Postings will include a description of the job, the shift, and the hours of work. Copies of such applications will be sent to the Union. If no suitable applications are received, then the Employer may hire a person to fill the job. It is understood to apply for a posting in the Maintenance Department, an employee must be qualified. Temporary appointments may be made by the Employer pending receipt of application.

Knowledge, skill, and ability being relatively equal, the most senior applicant shall receive the job.

An employee receiving a new job or promotion will be on a trial basis for up to thirty (30) working days. If they cannot perform the job satisfactorily, they shall be returned to their prior job. Notwithstanding the foregoing, should an employee fail to demonstrate **their** competence prior to the expiry of the thirty (30) day trial period, then the Employer shall have the right to return the employee to **their** classification immediately. In addition, an employee who wishes to transfer back to **their** classification prior to the expiration of the trial period, will be given the opportunity to do so.

Knowledge, skill, and ability being sufficient, the next senior applicant will be selected from the original posting if the vacancy occurs within thirty (30) working days. Vacancies after thirty (30) working days must be reposted.

An employee who will be absent for any approved reason for up to six (6) weeks may submit a written application prior to leaving on an approved leave for a specific position which may be posted during their absence. The application will be void at the conclusion of the six (6) week period.

- 9.5 As an exception to Article 9.2 and 9.3 above, any employee absent due to occupational or non-occupational injury or illness will have their probationary period extended by the equal number of days missed to fulfill the full probationary period for the purpose of establishing if the employee is suitable for the position hired.

In all other instances, the Employer may request to extend the probationary period of any employee if mutually agreed to by the Union in writing.

9.6 The seniority of an employee will be considered broken, all rights forfeited, and the Employer is under no obligation to rehire the employee:

- (a) Voluntarily leaves the service of the Employer or is discharged for proper cause;
- (b) Fails, after two (2) weeks notice to return to work when recalled. Notice by the Employer will consist of addressing a registered letter to the individual at ***their*** last known address and furnishing a copy thereof to the Union office. Employees who are ill or have suffered a non work-related injury following their lay-off and are unable to report for work when recalled, will retain their right to recall for an additional twenty-four (24) months. An employee must be prepared to substantiate their case through a medical report. (A work-related injury is one that is incurred while in the employ of an Employer.)
- (c) Has been out of the employment of the Employer for a period of six (6) months or longer.

9.7 Part-Time Seniority

- (a) A part-time employee is one who works fewer hours than those stipulated in Article 4.1 - Basic Work Week.
- (b) Scheduling of part-time employees and preference in the number of available weekly hours of work shall be given to the senior part-time employees within the

classification provided they are available and willing to perform the work.

This means a more senior part-time employee cannot be scheduled fewer hours than a junior part-time employee.

- (c) Part-time employees, who wish to become full-time employees or increase their hours of work shall inform the Employer, in writing, with a copy to the Union. The Employer agrees to give full consideration to the employee's request.
- (d) When a part-time employee is offered and accepts full-time employment with the Employer, the employee shall receive a new full-time seniority date. It is understood that the most junior full-time employee is more senior than the most senior part-time employee for all purposes of this Collective Agreement.
- (e) When a part-time employee is scheduled an average of thirty-two (32) hours for thirteen (13) consecutive weeks, a full-time position will be deemed to exist and will be filled as per the job posting language.

9.8 Return to Work After Illness

After absence, due to illness or injury, the employee must be returned with no loss of pay to **their** previous position (providing the position is available) or to a job that **the employee** is capable of performing.

Upon recuperation from an accident or illness, an employee will give the Employer as much notice as possible of **their** intention to return to work.

The original date of illness or injury shall prevail in an instance where an employee returns to work from sickness or accident and is absent again within two (2) consecutive weeks of their return to work as a result of the same claim.

Article 10 – Management’s Rights

- 10.1 The Union agrees that the Management of the Employer and the direction of the working force, including the right to plan, direct, and control Egg Plant operations, to maintain the discipline and efficiency of the employees and to require employees to observe Employer rules and regulations, to hire, lay-off, suspend, demote, and discipline, the discharge of employees for just cause, and all matters requiring judgment as to the competency of employees, are the sole right and function of the Employer.
- 10.2 The parties agree that the foregoing enumeration of Management’s rights shall not be deemed to exclude other functions not specifically set forth. The Employer therefore, retains all rights not otherwise specifically covered by this Agreement. The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Union. It is the sole right and function of the Employer to designate and change the hours of operation of the Egg Plant and the hours of work of each employee.

The Employer agrees to furnish all employees with a current copy of Employer rules and regulations and a copy of same, if requested, will be forwarded to the Union.

Article 11 – Dismissal Notice or Pay

- 11.1 Employees, upon dismissal by the Employer shall be given individual notice in writing, or pay in lieu thereof, as follows:
- (a) One (1) week's notice in writing or pay in lieu thereof to those who have completed sixty (60) consecutive day's or more service as a full-time employee.
 - (b) Two (2) week's notice in writing or pay in lieu thereof to those who have completed two (2) or more consecutive year's service.
 - (c) Four (4) week's notice in writing or pay in lieu thereof to those who have completed four (4) or more consecutive year's service.
 - (d) Five (5) week's notice in writing or pay in lieu thereof to those who have completed six (6) or more consecutive year's service.
 - (e) Six (6) week's notice in writing or pay in lieu thereof to those who have completed eight (8) or more consecutive year's service.
 - (f) Eight (8) week's notice in writing or pay in lieu thereof to those who have completed ten (10) or more consecutive year's service.
 - (g) It is understood by the parties that for the purpose of this article the maximum of any payment will be in accordance with the provisions.
- 11.2 In the event of a temporary lay-off, where there is a projected return to work, the Employer agrees to grant

such full-time employees five (5) working days notice of such lay-off.

As an exception to the foregoing, where lay-off is for a period of one (1) week or less, the following lay-off notices will apply:

<u>Period of Lay-Off</u>	<u>Lay-off Notice Required</u>
Five (5) working days	Five (5) working days
Four (4) working days	Four (4) working days
Three (3) working days	Three (3) working days

The Employer will send the recall notice by registered mail to the employee's last address on file with the Employer.

11.3 Plant Closure

If the Employer should decide to close down or move its operation, and this would result in the termination or lay-off of employees, the Employer will provide the Union with as much advance notice as possible.

It is understood that the parties shall then discuss the matter of arranging interviews at other Employer operations for employees subject to lay-off. Should the employee(s) be offered and accept employment with one of these Employer operations, then the notice or pay in lieu provision contained in the Collective Agreement shall not apply.

- 11.4 The Employer shall not be obligated to give notice, whatsoever, or to give any pay in lieu thereof when terminating any employee for cause, including but not limited to: rank insubordination, serious dishonesty, obvious disloyalty, drunkenness or drinking intoxicants during working hours, possessing, using, or selling illegal

drugs of any nature at any time on the Employer premises.

- 11.5 It is agreed that there will be no stopping of work or lockouts by reason of a dispute between the Employer and the Union during the term of this Agreement.
- 11.6 This article shall not be deemed to invalidate an employee's right under Articles 16 and 17 of this Agreement.

Article 12 – Union Representatives Visits

- 12.1 ***Upon approval of the Plant Manager and subject to operational requirements,*** an authorized representative or executive officer of the Union shall be permitted, to talk with an employee regarding Union matters during regular working hours. The interview shall be carried on in a place provided for and designated by the Employer.

Article 13 – Leave of Absence

- 13.1 The Employer agrees to grant necessary time off without pay and without discrimination to not more than one (1) employee designated by the Union, for a maximum of two (2) weeks, or longer period as may be mutually agreeable, to attend a labour convention or to serve in any capacity on any other official Union business, provided that notification is given to the Employer in sufficient time to secure relief person for the job involved.
- (a) An employee not to exceed one (1) elected or appointed to a full-time job with the Union shall be granted a leave of absence up to six (6) months and

any extension mutually agreed upon up to a maximum of a further six (6) months to attend Union business.

13.2 Maternity/Parental Leave

An employee will be granted Maternity/Parental leave without pay if:

- ***the employee gives at least two (2) weeks of notice; and***
- ***the employee has worked at least ninety (90) days as of the date of confinement, or as of receipt of the child in the case of adoption; and***
- ***an employee who is in a temporary position will continue in the position following the leave.***

Maternity Leave

A pregnant employee shall be granted up to seventy-eight (78) weeks of leave without pay which includes a combined total of not more than sixteen (16) weeks maternity leave and sixty-two (62) consecutive weeks of parental leave immediately following the last day of their maternity leave.

A pregnant employee should apply for maternity leave as soon as possible prior to their expected date of delivery, but in any case shall give the employing department at least two (2) weeks notice in writing of the date on which they intend to commence leave.

Adoption Leave

An employee who has adopted a child is entitled to a leave of absence without pay of up to sixty-two (62)

consecutive weeks within seventy-eight (78) weeks of the child being placed with the employee.

If two (2) employees choose to each request a leave of absence without pay for the adoption of the same child, the combined aggregate amount of leave for both employees shall not exceed sixty-two (62) weeks within seventy-eight (78) weeks of the child being placed with the employees.

Parental Leave

An employee entitled to maternity leave is entitled to up to sixty-two (62) consecutive weeks of leave of absence without pay in conjunction with the maternity leave, which shall not exceed a combined total of seventy-eight (78) weeks.

An employee who is a parent is entitled to a leave of absence without pay of up to sixty-two (62) consecutive weeks within seventy-eight (78) weeks of the birth of their child.

If two (2) employees choose to each request a parental leave of absence without pay for the birth of the same child, the combined aggregate amount of leave for both employees shall not exceed sixty-two (62) weeks within seventy-eight (78) weeks of the birth of their child.

13.3 **Paternity Leave**

An employee, about to become a ***parent***, shall be entitled to an unpaid leave of absence up to two (2) day's at the time of the birth of ***their*** child.

13.4 Bereavement Leave

In the event of death in the immediate family of an employee, the employee will be granted leave of absence **of up to one (1) week**, with pay. The term “immediate family” shall mean: spouse, legal dependent, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, niece, nephew, step relatives, or any relative living in the household of the employee.

If the death is that of a common-law spouse or the common-law spouse’s child living in the household, then the employee shall be entitled to the foregoing bereavement leave.

It is understood that in the case of a part-time employee they shall be compensated for the number of hours they would normally have worked on such day/days. The method of determining the normal hours worked shall be computed by averaging the hours worked on such day/days for the preceding four (4) weeks.

- 13.5 All employees after one (1) year of service may request a leave of absence not to exceed one (1) month, exclusive of the vacation period (June 1st to September 30th). The leave of absence may be added to the employee’s vacation, if taken outside of vacation period (June 1st to September 30th) without loss of seniority. The request must be in writing to the Plant Manager three (3) months prior to when the time is required and shall be subject to the approval of the Employer. Such request by an employee will normally be allowed every second year but no application will be unreasonably denied.

13.6 ***The Employer shall apply all statutory unpaid leave provisions as outlined under the Alberta Employment***

Standards Code. Information regarding statutory leaves is available on-line at:

<https://www.alberta.ca/employment-standards.aspx>

For ease of reference, the current statutory leaves include:

Leave Type	Leave Duration
Compassionate care	Up to 27 weeks
Critical illness of a child	Up to 36 weeks
Critical illness of an adult	Up to 16 weeks
Disappearance of a child	Up to 52 weeks
Death of a child as a result of a crime	Up to 104 weeks
Reservist/Military	Up to 20 days per year for annual training and as long as needed to accommodate international or domestic deployment
Citizenship ceremony	Half day once per lifetime
Domestic violence	Up to 10 days per year

Article 14 – Safety and Health

14.1 **Joint Health and Safety Committee**

The Employer and the Union agree that safety in the workplace and the protection of all employees is of primary importance. Safety is a shared responsibility and the input of all employees to improve safety practices and conditions is encouraged and expected.

Plant safety programs and efforts will include the involvement of employees from all levels of the

organization. The Employer and the Union agree to cooperate in making safety programs work effectively.

- 1. The Joint Health and Safety Committee will be comprised of at least three (3) members Management, appointed by the Employer and at least three (3) worker representatives, appointed by the Union.**
- 2. The Joint Health and Safety Committee will have two (2) Co-Chairs, one (1) appointed by the Union and one (1) appointed by the Employer.**
- 3. The Joint Health and Safety Committee's duties will include but shall not be limited to:**
 - document employee safety concerns or potential hazards reported to them;**
 - to conduct monthly worksite site inspections and record information on inspection reports;**
 - participate in the Employer's hazard assessment process;**
 - making recommendations about worker health and safety to the Employer;**
 - have responsibility for all areas dealing with health and safety, accountable to Senior Management;**
 - conduct joint investigations with the respective Supervisors and Safety Coordinator following a workplace accident;**
 - and to be notified of and to participate when governmental or safety organizations (OH&S, AHS, etc.) is conducting a tour, inspection, or is attending the plant.**

- 4. Copies of the Joint Health and Safety Committee and Departmental Safety Committee minutes will be made available, with copies to the Union.**
 - 5. The Joint Health and Safety Committee meetings will be held monthly on dates established by the Joint Health and Safety Committee.**
 - 6. Members sitting on the workplace health and safety committee will receive training and compensation for participating in meetings and carrying out their duties.**
 - 7. The Union will be provided copies of all documents that are requested or ordered to be provided by any governmental health or safety organization.**
- 14.2 All employees are required to wear approved safety footwear while on the job. Upon completion of the probationary period, the Employer will contribute up to **two hundred (\$200.00)** dollars as of date of ratification, upon submission of a receipt, to assist with the purchase.

Article 15 – Union Representation

- 15.1 The Union will provide a lockable bulletin board which will be installed by the Employer. This bulletin board is for Union information only. The Union will be responsible for all maintenance and repair of the bulletin board.
- 15.2 The Employer agrees to allow time off work without pay for delegates selected to attend seminars, Union conventions, Union business, and to attend negotiations.

The Union will give the Employer two (2) weeks notice. No request will be unreasonably withheld.

Time spent on Union business by employees, where the Employer is reimbursed by the Union, shall be considered as time worked for all purposes under the Collective Agreement.

15.3 New Employee Orientation

The Employer agrees to allow the Union a fifteen (15) minute presentation that shall be included in Employer scheduled New Employee Orientations. The purpose of the presentation shall be to help new employees understand the rights afforded them as members of the Union and to introduce the Union officials representing them. A Union official or Shop Steward appointed by the Union shall deliver the Union portion of the orientation.

15.4 Union Representational Rights

When an employee's work performance, conduct, behaviour, or other serious matters are the subject of an interview between the employee and the Employer, a Union Steward or Union Representative shall be present. When discipline or termination is issued to an employee, a Union Steward or Union Representative shall be present. An employee who wishes to be unrepresented may only waive *their* representational rights after consultation with the Union Steward or Union Representative. Prior to any interview with the Employer, the employee will have five (5) minutes to be counselled by the Union Steward or Union Representative. Any discipline or termination arising from the subjects discussed in the interview shall be considered null and void if a Union Steward or Union Representative is not present. Any discipline or termination shall be

considered null and void if a Union Steward or Union Representative is not present when discipline or termination is issued to an employee. The only exception shall be when an employee has waived **their** representational rights. A copy of all disciplines or terminations will be sent by **email** to the Union office immediately after it is presented to the employee. All Union Steward attendance at such meetings shall be considered time worked and paid for as such.

Article 16 – Grievances

- 16.1 Any complaint, disagreement, or difference of opinion, application, operation, or any alleged violation of the terms and provisions of this Agreement, shall be considered a grievance.
- 16.2 All grievances not presented to the Employer within fourteen (14) calendar days from date the grievance arose shall be waived. It is further agreed that seven (7) calendar days shall apply with respect to grievances concerning the dismissal of an employee. Any employee alleging wrongful dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement. Time lengths stated above may be extended if mutually agreed to in writing. The procedure for adjustment of grievances shall be as follows:

Step 1

The employee **and/or Shop Steward** shall discuss the matter with **their** immediate superior. If the employee is not satisfied with the settlement of the matter, then the employee shall notify the Union office, then;

Step 2

The employee and the Shop Steward and/or the **Union** Representative shall discuss the matter with the Plant Manager. If no settlement of the matter is reached, then;

Step 3

The grievance shall be presented in writing by the Union Representative to the Employer's Industrial Relations Department Manager and the Employer representatives and Union representatives shall meet in good faith and shall earnestly endeavour to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may by written notice served upon the other, require submission of the grievance to a single arbitrator. Such Board to be established in the manner provided in Article 17 of this Agreement. Time lengths stated above may be extended if mutually agreed to in writing.

Article 17 – Arbitration

- 17.1 Arbitration shall involve a single arbitrator mutually agreeable to both parties.
- 17.2 Grievances submitted to arbitration shall be in writing and shall clearly specify the nature of the issues. In reaching its decision the arbitrator shall be governed by the provisions of this Agreement. The arbitrator shall not be vested with the power to change, modify, or alter this Agreement in any of its parts, but may however, interpret

its provisions. The expense shall be borne equally by the Employer and the Union.

- 17.3 The findings and decisions of the arbitrator shall be binding and enforceable on all parties.

Article 18 – General

- 18.1 In the event of a work stoppage and should an emergency occur, such as a breakdown of machinery or necessary repairs to a building facility or equipment, the Union and its members agree they shall not do or permit to be done, anything to prevent outside maintenance service personnel from continuing all or part of their assigned duties in the service of the Employer at the operations covered by this Collective Agreement during the term of the work stoppage.

18.2 Wearing Apparel

The Employer shall furnish smocks to each employee and shall pay for laundering of same. Coveralls shall be supplied to employees in the Maintenance Department. Other special wearing apparel an employee is required to wear will be supplied by the Employer.

18.3 Grievances

Written warnings and references to suspensions which are older than two (2) years will not be used to determine the severity of discipline in a current matter. The foregoing, however, will not limit an arbitrator in reviewing an employee's record where such review is warranted.

18.4 The Employer agrees to treat all employees with dignity and respect, ensuring, without restricting the generality of the foregoing:

- The right to a safe workplace.
- The right to be free from discrimination, intimidation, retaliation, and harassment.
- The right to be compensated for work performed.
- The right to be informed of all workplace rights and obligations.
- The right to safe and necessary equipment.
- The right to necessary training for the work performed.
- The right to participate in lawful Union activity.
- The right to statutory benefits, rights, and other privileges.

18.5 Education and Training Fund

The Employer agrees to make contributions to the United Food and Commercial Workers, Local No. 401 Education and Training Fund in the amount of two hundred (\$200.00) dollars per year.

Article 19 – Health and Welfare and Sick Leave

19.1 The Employer agrees, during the term of this Collective Agreement, to make available and to administer a benefit package for all eligible employees. The Employer will distribute an up to date copy of the Employer benefit package outlining all benefits that they are eligible to receive. Participation is considered a condition of employment and all eligible employees are required to participate unless coverage is provided through a spousal

plan or Government agency, or as may be modified by other provisions of this article.

During the life of this Agreement, the Employer will continue as a minimum the current level of group insurance benefits.

- 19.2 The Employer agrees to pay for Alberta Health Care premiums for all employees maintaining the thirty-two (32) hours of work per week over thirteen (13) consecutive weeks, until January 1st, 2009. Following this date, any costs related to Alberta Health Care premiums will be borne by the employees.
- 19.3 Burnbrae Farms Group Benefit Plan – Group Life and A.D. & D. Insurance, major medical benefits, a prescription drug card, **dental and** a vision care program, Weekly Indemnity benefits, and Long Term Disability Insurance.
- 19.4 ***The employee will be responsible for paying one hundred (100%) percent of the Long-Term Disability premium. Should this premium increase or decrease, employees will be given ample notice of the change.***
- 19.5 A regular full-time employee shall be considered eligible when they have completed thirteen (13) consecutive weeks of thirty-two (32) hours with the Employer. All eligible employees must enroll for these benefits as a condition of employment.
- 19.6 Part-time employees who have worked an average of thirty-two (32) hours for thirteen (13) consecutive weeks will be eligible for the above benefits.

A part-time employee who fails to maintain an average of thirty-two (32) hours per week for thirteen (13)

consecutive weeks will cease to be eligible for the benefits or pay one hundred (100%) percent of the costs of these benefits.

All hours paid shall be considered as hours worked. Complete weeks of vacation shall be excluded from the thirteen (13) week period.

- 19.7 In November of each year, a forty (40) hour bank will be credited to each full-time employee to cover incidental illnesses during the forthcoming year with a payout in November each year of any unused hours. In November when the payout of remaining sick bank credits is made should an employee have made no withdrawals from the bank in the preceding year, the employee will receive a bonus payment of two (2) days pay at base rate in recognition of good attendance.

Absences due to WCB claims or any approved leave of absences will not impact the payment of the bonus. An employee may apply once per year to **their** Supervisor for a one (1) day absence at least twenty-four (24) hours prior to the absence to deal with an urgent personal or family health related matter. The one (1) day withdrawal from the sick bank will not interfere with eligibility for the two (2) day attendance bonus.

Full-time employees hired after November 1st of each year will be credited with a pro-rated five (5) day sick bank allowance but will not be eligible for the bonus payment until the following year.

- 19.8 The Employer may require the employee to provide a doctor's certificate verifying any absence due to illness or disability. The Employer will pay the full cost of obtaining such certificates.

- 19.6 Descriptive booklets of the Burnbrae Benefit Plan will be available upon request.

Article 20 – Canadian Commercial Workers’ Industry Pension Plan

- 20.1 The Employer agrees to participate in and remit payments to the Canadian Commercial Workers’ Industry Pension Plan.

The Employer shall forward contributions, along with a list of employees for whom they have been made, the amount of the weekly contributions for each employee, and the number of paid hours, within twenty-one (21) days after the close of the Employer’s four (4) or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above. Paid hours shall include hours worked, vacation, paid hours, jury duty, funeral leave, but will exclude Weekly Indemnity hours.

Remittance Schedule

- (a) From September 5th, 2010, the remittance to the administrator will increase to one dollar twenty-five (\$1.25) cents per hour for all hours paid to a maximum of forty (40) hours per week.
- 20.2 *The Employer shall remit pension contributions for those employees over the age of seventy-one (71), directly to the employee.***

Article 21 – *Burnbrae Farms Dental Plan*

21.1 *Employees will participate in the Burnbrae Farms Dental Plan in accordance with the provisions of such plan. The plan will be funded one hundred (100%) percent by the Employer. Should plan modifications be considered the Employer will consult with the employees and the Union.*

Article 22 – Jury Duty and Material Witness

22.1 **Employees summoned to jury duty, jury selection, or subpoenaed as a material witness shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on such days. Part-time employees summoned to jury duty or jury selection shall be paid wages amounting to the difference between the amount paid them for such services and the number of hours they would normally have worked on such day/days. The method for determining the normal hours worked shall be computed by averaging the hours worked on such day/days for the preceding four (4) weeks. Employees on jury duty, jury selection, or acting as material witnesses shall furnish the Employer with such statements of earnings as the Courts may supply. This does not apply if the employee is summoned on *their* day(s) off.**

22.2 **Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or acting as a material witness and actual work on the job in the plant in one (1) day shall not exceed eight (8) hours for purposes of establishing the**

basic work day. Any time worked in the plant in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the Contract.

- 22.3 In order to be eligible for the foregoing benefit an employee must notify the Plant Manager, as soon as possible after receipt of Notice, or selection for jury duty, or after receipt of subpoena to appear as a witness.

Article 23 – Duration and Renewal

23.1 This Agreement shall be effective from the 14th day of June, **2022**, and shall remain in force until the **30th** day of **May, 2026**, and thereafter from year to year, but either party may, not less than sixty (60) days and not more than one hundred-twenty (120) 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 revision thereof.

23.2 Should either party give notice to (a) or (b) below, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of this said Agreement or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted or alter any other term or condition of employment until:

- (a) The Union serves notice of strike in accordance with the Labour Relations Code of Alberta;
- (b) The Employer serves notice of lockout in accordance with the Labour Relations Code of Alberta.

Signed this _____ Day of _____ **2024.**

For The Employer:

For The Union:

Employer Committee:

Ivano Andriani
Nick Apostolopoulos
Kess Umukoro
Philip Nury

Bargaining Committee:

Sander Dulmers
Evelyn Cunanan
Teresa Ludwig
Devin Yeager

This Agreement was ratified on ***December 12th, 2023.***

Appendix "A"

Job Classifications

Lead Hand Premium

A Lead Hand premium of one (\$1.00) dollar per hour above the highest rate supervised, will be paid to any person designated as a Lead Hand. The appointment of Lead Hands is solely at the discretion of the Employer.

The Employer agrees to pay all persons covered by the terms of this Agreement the following schedule of wages during such time as the Agreement is in force and provided that if an employee is receiving a wage rate in excess of the rates herein contained, such wage rates shall not be reduced by reason of signing of this Agreement.

Maintenance Relief

Any employee required to perform relief for the maintenance person shall receive a rate of pay five (\$5.00) dollars per hour less than the applicable rate.

Wage Scales

Job Classification

Level 1

	May 28th, 2022	May 27th, 2023	June 1st, 2024	May 31st, 2025
Candler/Packer	\$21.61	\$22.26	\$22.91	\$23.56
Line Packer	\$21.46	\$22.11	\$22.76	\$23.41
Over-Wrap Operator	\$21.46	\$22.11	\$22.76	\$23.41

Level 2

	May 28th, 2022	May 27th, 2023	June 1st, 2024	May 31st, 2025
Shipper/Receiver	\$22.50	\$23.15	\$23.80	\$24.45
Machine Operator	\$22.50	\$23.15	\$23.80	\$24.45
Order Selector	\$22.50	\$23.15	\$23.80	\$24.45
Pack-off Labour	\$22.50	\$23.15	\$23.80	\$24.45
Loader	\$22.50	\$23.15	\$23.80	\$24.45
Sanitation	\$22.50	\$23.15	\$23.80	\$24.45
Quality Control	\$22.50	\$23.15	\$23.80	\$24.45

Level 3

	May 28th, 2022	May 27th, 2023	June 1st, 2024	May 31st, 2025
Head Shipper/Receiver	\$23.54	\$24.19	\$24.84	\$25.49
Line Tech	\$23.54	\$24.19	\$24.84	\$25.49
Utilities Coordinator	\$23.54	\$24.19	\$24.84	\$25.49
Trainer	\$23.54	\$24.19	\$24.84	\$25.49
Head Order Selector	\$23.54	\$24.19	\$24.84	\$25.49
Maintenance	\$34.77	\$35.42	\$36.07	\$36.72

Wage Progressions

Level 1

Paid Hours	May 28th, 2022	May 27th, 2023	June 1st, 2024	May 31st, 2025
Date of Hire (0 – 520)	\$19.80	\$20.45	\$21.10	\$21.75
521 – 1040	\$20.35	\$21.00	\$21.65	\$22.30
1041 – 1560	\$20.90	\$21.55	\$22.20	\$22.85
Over 1561	\$21.46	\$22.11	\$22.76	\$23.41

Level 2

Paid Hours	May 28th, 2022	May 27th, 2023	June 1st, 2024	May 31st, 2025
Date of Hire (0 – 520)	\$20.84	\$21.49	\$22.14	\$22.79
521 – 1040	\$21.39	\$22.04	\$22.69	\$23.34
1041 – 1560	\$21.94	\$22.59	\$23.24	\$23.89
Over 1561	\$22.50	\$23.15	\$23.80	\$24.45

Level 3

Paid Hours	May 28th, 2022	May 27th, 2023	June 1st, 2024	May 31st, 2025
Date of Hire (0 – 520)	\$21.88	\$22.53	\$23.18	\$23.83
521 – 1040	\$22.43	\$23.08	\$23.73	\$24.38
1041 – 1560	\$22.98	\$23.63	\$24.28	\$24.93
Over 1561	\$23.54	\$24.19	\$24.84	\$25.49

Letters of Understanding

Between: Burnbrae Farms Calgary Plant

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

1. Deletion of Boxing Day as a Paid Holiday

Effective with the ratification of this Agreement, Boxing Day will no longer be recognized as a paid holiday. In exchange for this consideration, the Employer will provide a payment to all qualified employees of ten (10) hours pay at the employee's base hourly rate to be paid in November each year, the same time as the Sick Pay Allowance is paid.

It is understood between the parties that, in the future, should Boxing Day once again become recognized as a Statutory/Paid Holiday under the Collective Agreement, the payment for the ten (10) additional hours, could, at the Employer's discretion, be discontinued.

2. Drivers Loading/Unloading Trucks

It is agreed between the parties that trucks that deliver the Employer's products are to be loaded and unloaded during scheduled working hours by members of the bargaining unit and that drivers will refrain from assisting except in unique or emergency situations.

It is expected that assigned members of the bargaining unit will pre-assemble loads and perform all other loading and unloading tasks in a timely manner that permits trucks

arriving at the dock to be unloaded/loaded promptly since it is vital to the overall delivery function that trucks arrive at a customer's dock on a scheduled basis.

In the event that a driver is to be delayed due to loading or unloading irregularities, ***the driver*** is to report it to the shift Supervisor who will take whatever action is necessary to ensure that a truck is fully serviced and prepared to depart as close as possible to the scheduled time.

Any problems encountered in implementing the intent of this letter will be referred to the Plant Manager for resolution.

3. Alternate Work Week

In the event the Employer wants to introduce an alternate work week, the Employer agrees to meet with the Union to mutually agree on all aspects pertaining to the Collective Agreement. The Employer and the Union will endeavour to come to an agreement in an expedited manner and the Union will not be unreasonable to any proposed changes.

Signed this _____ Day of _____ **2024.**

For The Employer:

Employer Committee:

Ivano Andriani
Nick Apostolopoulos
Kess Umukoro
Philip Nury

For The Union:

Bargaining Committee:

Sander Dulmers
Evelyn Cunanan
Teresa Ludwig
Devin Yeager

This Agreement was ratified on ***December 12th, 2023.***