

COLLECTIVE AGREEMENT

Between

Maple Leaf ***Foods Inc.***
Poultry (***Edmonton***)

And

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

Renewal: ***February 4th, 2027***

Table of Contents		
Article	Description	Page #
1	Purpose	1
2	Recognition	2
3	Union Representation	3
4	Union/Management Committee	8
5	Management's Rights	9
6	Non-Discrimination	9
7	Discipline and Discharge	10
8	Grievance Procedure	11
9	Arbitration	14
10	Hours of Work	15
11	Wages	24
12	Seniority	25
13	General Holidays	34
14	Vacations	36
15	Vacation Scheduling	38
16	Bereavement Pay	41
17	Leaves of Absence	42
18	Clothing	44
19	Safety	45
20	Benefits	50
21	Pension Plan	51
22	Plant Closing	52
23	<i>Education, Safety, Training, and Health Fund</i>	53
24	Expiration and Renewal	53
	Wage Rates and Classifications	56
	Appendix "A" – Job Groups and Wage Rate Progression	58
	Appendix "B" – Maintenance Wage Survey - Edmonton	63
	Letters of Understanding	65

[Click Here for Shareable Links](#)

Alphabetical Index		
<u>Description</u>	<u>Article</u>	<u>Page #</u>
Absence - General Holidays	13.03 (c)	36
Absence Due to Accident or Sickness	12.08	28
Absent Without Permission	12.11 (e)	33
Allowable Breaks	12.11 (d)	32
Arbitration	9	14
Article 10.07 - Letter of Understanding #8	LOU#8	67
Article 12.07 - Letter of Understanding #7	LOU#7	67
Article 14.02 Operating Needs During Vacation Booking - Letter of Understanding #6	LOU#6	66
Article 2.02 - Letter of Understanding #5	LOU#5	66
Benefits	20	50
Bereavement Pay	16	41
Break Period and Meal Break	10.07	19
Check Off	3.02	5
Clothing	18	44
Completion of Required Service	14.01 (c)	37
Definition of Seniority	12.01	25
Discipline and Discharge	7	10
Education, Safety, Training, and Health Fund	23	53
Election to Decline Recall	12.11 (c)	31
Emergency Call-In	10.05 (a)	18
Employee Rights - Letter of Understanding #10	LOU#10	68
Expiration and Renewal	24	53
Fails to Return on Recall	12.11 (b)	30
General Holiday in Vacation	14.04	38
General Holiday Pay	13.01	34
General Holidays	13	34
Grievance Procedure	8	11
Halal Slaughter - Letter of Understanding #2	LOU#2	65
Hours of Work	10	15
Injury Shift Guarantee	10.10	22

Alphabetical Index		
<u>Description</u>	<u>Article</u>	<u>Page #</u>
Job Groups and Wage Rate Progression	Appendix "A"	58
Job Postings and Vacancies	12.07	26
Joint Worksite Health & Safety Committee	19.01 (1)	46
Jury Duty Allowance	17.05	43
Lay-off and Recall While Sick	12.09	29
Leave of Absence	17.01	42
Leave of Absence for Public Office	17.03	43
Leaves of Absence	17	42
List on Lay-off and Recall	12.06	26
Maintenance Emergency Call-In	10.05 (b)	18
Maintenance Schedules	10.06	18
Maintenance Wage Survey - Edmonton	Appendix "B"	63
Management's Rights	5	9
Meal Allowance	10.08	20
Medical EI and Compensation in Holiday Weeks	13.02	35
Method of Calculating Vacation Pay	14.01 (b)	36
Modified Work Program	19.01 (2)	46
No Carry Over of Vacations	14.03	38
Non-Discrimination	6	9
Off Shift Premiums	10.11	22
Order of Recall	12.05	26
Overtime Provisions	10.02	16
Paternity Leave	17.04	43
Pension Plan	21	51
Plant Closing	22	52
Plant Closure - Letter of Understanding #1	LOU#1	65
Probationary Period	12.02	25
Protected Leaves	17.06	44
Provisions for Trainees	12.14	33
Purpose	1	1
Recognition	2	2
Rehire of Employees	12.12	33

Alphabetical Index		
<u>Description</u>	<u>Article</u>	<u>Page #</u>
Rehire of Probationary Employees	12.13	33
Reimbursement of PCF Forms - Letter of Understanding #3	LOU#3	65
Reporting Allowance	10.04	17
Safety	19	45
Saturday Premium	10.12	23
Seniority	12	25
Seniority List	12.15	34
Seniority List for Union	12.10	30
Shift Configuration - Letter of Understanding #4	LOU#4	66
Summary of Job Groups Production	Appendix "A"	60
Summer Students, Part-Time, and Casual Employees	2.03	2
Sunday Premium	10.13	23
Sunday Work	10.03	17
Temporary Leave of Absence for Union Business	17.02	42
Trainer Program	10.15	24
Trainer Program - Letter of Understanding #11	LOU#11	69
Union Office	3.04	8
Union Orientation	3.01 (c)	4
Union Representation	3	3
Union/Management Committee	4	8
Vacation Scale	14.01 (a)	36
Vacation Scheduling	15	38
Vacation Season	14.02	37
Vacations	14	36
Voluntarily Quits	12.11 (a)	30
Wage Rates and Classifications		56
Wages	11	24
Walking Steward - Letter of Understanding #9	LOU#9	68
Weekend Premiums	10.14	24

Alphabetical Index		
<u>Description</u>	<u>Article</u>	<u>Page #</u>
Weekly Guarantee	10.09	20
When Seniority Lost	12.11	30
Work on Agreed General Holidays	13.03	35
<i>Workplace Collaboration Committee - Letter of Understanding #12</i>	<i>LOU#12</i>	69

Article 1 – Purpose

- 1.01 It is the intent and purpose of the parties to this Agreement, which has been negotiated and entered into in good faith:
- (a) To recognize mutually the respective rights, responsibilities, and functions of the parties hereto;
 - (b) to provide and maintain working conditions, hours of work, wage rates, and benefits set forth herein;
 - (c) to establish an equitable system for the lay-off and recall of employees;
 - (d) to establish a just and prompt procedure for the disposition of grievances;
 - (e) and generally, through the full and fair administration of all the terms and provisions contained herein, to develop and achieve a relationship among the Union, the **Company**, and the employees which will be conducive to their mutual well-being.
- 1.02 Any changes to the Agreement will be in writing and signed by duly authorized representatives of the Company and the Union.
- 1.03 It is the intent of the Company and the Union to ensure a safe, healthy, and productive work environment. The parties shall cooperate in and the Company shall implement and enforce policies and procedures in accordance with current legislation that ensures the safety and well-being of the employees and the public, including an alcohol and drug free work environment.
- 1.04 In this Agreement, the Company and the Union shall be referred to jointly as “the parties”.

Article 2 – Recognition

2.01 The Company recognizes the Union as the sole and exclusive bargaining agent of all employees in the bargaining unit as defined in Article 2.02 and/or classified in Schedule “A” attached hereto and made part hereof.

2.02 This Agreement covers all employees of the **Company**, as defined in existing ALRB certificate covering:

C2151-2023 All employees of Maple Leaf Poultry except office, clerical, and quality control and assurance personnel.

This Agreement covers all employees of the **Company** below the rank of Supervisor, save and except Team Leaders, scientific workers, security staff, office, clerical, quality control assurance personnel, Health Unit workers, salaried personnel, and employees in confidential positions.

2.03 **Summer Students, Part-Time, and Casual Employees**

Part-time employees **are** employees employed for **twenty-four** (24) hours weekly or less, summer students and casual employees, **and will be** members in the Union.

- (a) Part-time employees with one **(1)** year’s service or more will be eligible for vacations as set forth in Article 11 on a basis that their normal weekly hours are of forty **(40)**.
- (b) Part-time and casual employees shall be paid one and one-half (1 ½ X) times their regular rates for time worked in excess of eight (8) hours in any day.
- (c) Part-time and casual employees shall be entitled to the provisions of the Agreement pertaining to Meal Allowance.

Part-time and casual employees will not be used where it is practical to employ full-time employees, and except where otherwise agreed with the Local Union, part-time employees will not be employed for the purpose of reducing overtime unless that part-time work is required on a regular basis. Where the work performed by part-time or casual employees can be satisfactorily combined to permit the employment of a full-time employee this will be done, provided the employee can satisfactorily perform the work.

The Union may submit, and the Company will consider, alternative means of doing the required work rather than employ part-time or casual employees and such matters may be subject to the grievance and arbitration procedures.

Article 3 – Union Representation

Except as permitted by this Agreement, there will be no Union activities on the Company's time or on the Company's premises without the Company's permission. Such permission shall not be unreasonably withheld.

3.01 For the purpose of representation with the Company, the Union shall function and be recognized as follows:

- (a) The Union has the right to appoint or elect a minimum of one (1) to a maximum of three (3) Union Stewards per shift with a maximum of **sixteen (16)** Union Stewards in total. Union Stewards are representatives of the employees in certain matters pertaining to this Agreement.
- (b) Union Stewards will not absent themselves from their work to deal with a grievance without first obtaining

permission from their **S**upervisor when it becomes necessary; such permission shall not be unreasonably withheld.

(c) **Union Orientation**

The Company will permit one (1) Steward from the day shift up to thirty (30) minutes of paid time at regular rates to attend new employee orientation meetings to present and explain literature related to Union business and answer any questions new employees may have regarding the Union. This meeting shall take place as soon as possible and at a time that is mutually agreeable between the Shop Steward and the Company.

(d) Bargaining Unit employees have the right to have duly appointed full-time Union **R**epresentatives are representatives of the employees in all matters pertaining to this Agreement particularly for the purpose of processing grievances and arbitrations, negotiating amendments or renewals of this Agreement, and enforcing the employees' collective bargaining rights.

(e) A Union Representative of **UFCW Local 401** will be entitled to visit the unit covered by this **C**ollective Agreement during working hours at reasonable times provided they seek prior approval by the **C**ompany.

(f) The Union has the right to appoint a Negotiating Committee consisting of employees from each area and shift to a maximum of **ten (10)** Negotiating Committee members **unless otherwise agreed to between the parties**. With approval, the Negotiating Committee will be allowed paid time off for formally preparing and / or

negotiating revisions to the Agreement with the Company provided the Union provides the Company with a minimum two (2) week written request. ***The Union will reimburse for the cost of the committee.***

- (g) All Union Stewards and employee members of the Union Negotiating Committee will be full-time employees of the Company in one of the job classifications listed in Appendix "A" who have completed their probation period. The Union will advise the Company in writing of the names of the Chief Steward, Union Stewards, and the employee members of the Union Negotiating Committee.

3.02 **Check Off**

- (1) ***The Company agrees to deduct the Union dues from each employee's pay during the term of this Agreement and in the case of a newly hired employee, on the first pay day in the same month the employee was hired.***

Upon receipt of written authorization signed by the employee, the Company will deduct the initiation fee from the pay of employees joining the Union and such deduction will be made from the employee's pay in the payroll week next following the week in which such authorization form is received by the Company.

The Company will deduct a special assessment uniformly required of all members of the Union and such deduction shall be made from the employee's pay commencing on their first pay day next following the date on which notice of such authorization is received from the Union.

The Union shall advise the Company in writing of the amount of the initiation fee, dues, and assessments authorized by the employees in keeping with the Constitution and By-Laws of the Union.

The total amount of dues paid annually by an employee shall be indicated on an employee's T-4 slip.

- (2) The total amount(s) deducted on behalf of the Union will be remitted by the **Company** to the Union by the fifteenth (15th) day of each month following the month for which the monies were deducted, together with an itemized list of the employees for whom the deductions are made and the amount remitted for each.
- (3) The Union and the employees agree that the **Company** will be saved harmless for all deductions and payments so made.
- (4) The **Company** shall remit dues electronically, on a form prescribed by the Union and shall include on such remittance the following information for each employee:
 - (a) First and last name;
 - (b) Rate of hourly pay;
 - (c) Gross earnings;
 - (d) Total regular and overtime hours worked in the month for which such deductions are made, if an employee earned both **one and one-half** (1 ½ **X**) and double (**2X**) time overtime premiums, these hours shall be recorded separately;
 - (e) Dues deducted and remitted on behalf of the employee as may be prescribed by the Union; and,
 - (f) Contributions on behalf of the employees and any deductions from and remitted for an employee as

- may be prescribed by this Agreement.
- (g) Social Insurance Number.
- (5) When the **Company** hires a new employee, the **Company** shall include on the next benefit remittance, the following information:
- (a) Complete mailing address;
 - (b) Primary telephone;
 - (c) Date of hire.
- (6) The **Company** shall also record on the seniority list any of the following changes in employment status;
- (a) Change in classification.
- (7) ***Any employee who on the date hereof was a member of the Union in good standing or who becomes a member after that date shall maintain such membership as a condition of employment.***

A new employee shall become a member of the Union within thirty (30) calendar days following their date of hire. The Company agrees to obtain applications for membership in the Union at time of hire from such employees and provide them to the Union within fourteen (14) calendar days.

Employee Union members shall be considered to have maintained membership in the Union in good standing so long as they pay the regular Union dues, initiation fees, and special assessments uniformly required of all members of the Local Union.

No employee shall be subjected to any penalties

against their application for membership or for reinstatement as a member of the Union, nor shall any discrimination of any kind whatever be practiced or permitted with respect to employees who are or who become members of the Union.

3.03 A maximum of three (3) bulletin boards supplied by the Union will be located in a mutually agreed upon area.

3.04 Union Office

The Company will provide the Union with meeting space to conduct Union business when required and a filing cabinet.

Article 4 – Union/Management Committee

4.01 The Company and the Union agree to schedule Union / Management Committee meetings as often as they mutually agree it is required but not less than once a quarter during the term of this Agreement. At these meetings the parties shall discuss issues of mutual interest other than issues which are the subject of pending grievances or arbitration hearings.

4.02 The Union's representation will include a maximum of two (2) Union Stewards. More Stewards may be included by mutual agreement by both parties.

4.03 Union Stewards attending a Committee meeting during their regular shift will be paid their regular hourly rate for their time at the meeting. A Union Steward who comes in when not scheduled to work to attend a Committee meeting will be paid a flat fee of twenty-five (\$25.00) dollars.

Article 5 – Management’s Rights

- 5.01 The **M**anagement and the direction of the Company’s business, including the work force, are the sole rights of the Company, including the right to:
- (a) Plan, organize, direct, and control operations;
 - (b) Schedule and assign work to employees;
 - (c) Determine the means, methods, processes, and schedules of operations;
 - (d) Establish production standards;
 - (e) Maintain the efficiency of employees;
 - (f) Establish and require employees to observe the Company’s rules and regulations;
 - (g) Hire, classify, lay-off, transfer, and relieve employees from their duties;
 - (h) Discontinue jobs;
 - (i) Maintain order and suspend, promote, demote, discipline, and discharge for just cause; and
 - (j) Decide employee qualifications and ability.

The foregoing enumeration of Management Rights and functions shall not be deemed to exclude functions not specifically set forth in this **Article**. The Company, therefore, retains all Management Rights not specifically described herein.

Article 6 – Non-Discrimination

6.01 Neither the Company nor the Union will discriminate against any employee because of membership or non-membership in the Union. The Company and the Union agree to adhere to the *Alberta Human Rights Act* as amended.

6.02 When the masculine gender is used in this Agreement, it shall

be considered to apply to the feminine gender as well.

- 6.03 The Union and the Company agree that the workplace should be free of Harassment. The Company and the Union will cooperate with each other in an effort to prevent and work towards eliminating Harassment.

When an employee alleges that Harassment occurred on the job the employee shall be free to inform either **Management** or the Union and where possible is assured of confidentiality in the matter.

Article 7 – Discipline and Discharge

- 7.01 When an employee's work performance, conduct, or behavior incurs discipline, the Company shall use a progressive discipline process to communicate to the employee the improvements required. However, there are certain actions which could result in termination without any prior warning including but not limited to; dishonesty, theft, insubordination, violation of the Company's drug and alcohol policy, animal welfare violations, or other violations of food safety or health and safety policies, harassment, or engaging in an altercation while on Company property.

- 7.02 When the work performance, conduct, or behavior of an employee ***is such that it may or does*** result in a formal discipline ***and is the subject of discussion or meeting between the employee and the Company,*** a Union Steward will be present. Wherever possible, a Steward from the same department will attend the meeting. All discipline notifications will be emailed to the designated Union **Representative** as soon as reasonably possible.

It is understood that a Union Steward has an advocacy role

and time with the member and will not be unreasonably withheld, subject to operational requirements.

7.03 All disciplinary actions will be timely and documented in the respective employee's personnel file. ***The Company will endeavour to keep the issues confidential, where possible.***

- Warnings: The Company agrees to inactivate previous written warnings from an employee's record after eighteen (18) months and not raise the written warning in any subsequent proceedings provided that the employee does not receive discipline for any like offences within the said eighteen (18) month period.
- Suspensions: The Company agrees to inactivate previous suspensions from an employee's record after eighteen (18) months and not raise the suspension in any subsequent proceedings provided that the employee does not receive discipline for any like offences within the eighteen (18) month period.

7.04 The time a Union Steward spends in a formal grievance meeting in ***their*** capacity as a Union Steward shall be considered as time worked.

7.05 Employees shall be allowed to review and make a copy of their personnel files in the presence of a Company representative.

Article 8 – Grievance Procedure

8.01 It is the intention of the parties that during the life of this Agreement, all disputes as to the meaning and application of this Agreement may be handled in accordance with the grievance and arbitration procedures contained in this Agreement.

8.02 By the Employee(s):

Verbal Step: The employee or employees concerned, with or without a Union Steward in attendance, must first seek to settle the difference in discussion with an appropriate Company representative.

Step 1: If the difference is not resolved satisfactorily in the Verbal Step, it then becomes a grievance. The grievance shall be reduced to writing and shall set forth the following information;

- (a) The nature of the grievance and the circumstances out of which it arose;
- (b) The remedy or correction requested;
- (c) The Article(s) of the Agreement claimed to have been infringed upon or violated.

The grievance shall be submitted in written form to the Human Resources Department within five (5) days of the act giving rise to the grievance. The Human Resource Department shall respond in writing to the grievance within five (5) days of receipt of the grievance by the Union Steward or Union Representative. The grievance response shall be emailed to the designated Union Representative.

Step 2: In the event the Company's Step 1 grievance response is unsatisfactory to the Union, a designated Union Representative and a Union Steward will meet with the Human Resources Manager or their designee within five (5) days of the Company's Step 1 response and will meet and attempt to settle the grievance to the parties' mutual satisfaction. If no resolution is reached within five (5) days of the meeting the **Union** may

submit the grievance for arbitration. The Union must inform the Human Resource Manager in writing within ten (10) days of the Step 2 meeting of their intention to submit the grievance for arbitration.

A suspension or termination of an employee may be filed at the Step 2 of the grievance procedure and provided in writing.

8.03 By the Company or the Union:

Step 1: In the event either the Company or the Union wishes to file a grievance on their own behalf, the grievance shall be submitted in writing by one party to the other. The grievance shall set forth the information described in Step 1 of Article 8.02 and shall be submitted within five (5) days of the act giving rise to the grievance occurring. The party in receipt of the grievance must within five (5) days of receipt, provide a written response to the grievance.

Step 2: In the event the Step 1 grievance response is unsatisfactory to the griever, a designated Union Representative and the Human Resources Department or ***their*** designee within five (5) days of the Step 2 response will meet and attempt to settle the grievance to the parties' mutual satisfaction. If no resolution is reached within five (5) days of the meeting either party may submit the grievance for arbitration. The party requesting arbitration must inform the other party in writing within ten (10) days of the Step 2 meeting of its intention to submit the grievance for arbitration.

8.04 The time limits expressed in this Article and Article 9 shall be exclusive of Saturdays, Sundays, the Holidays listed in Article 13 of this Agreement and the scheduled days off contained in the grieving employee's weekly bid. Time limits may only be extended upon written agreement between the Company and the Union.

- 8.05** Where the recipient of a grievance fails to respond within the time limits prescribed in this Article, the grievance shall advance to the next step in the process.
- 8.06** Only the Company or the Union can advance a grievance to arbitration.

Article 9 – Arbitration

- 9.01** If the parties fail to settle a grievance in accordance with the provisions contained in Article 8 and the party referring a grievance to arbitration does so within the prescribed time limits contained in Article 8, the grievance may be referred to a single Arbitrator. The notice referenced in Article 8 which informs one party of the party's intention to advance a grievance to arbitration must also contain the names of three (3) possible Arbitrators to be considered as the single Arbitrator. The party receiving the notice for arbitration will have ten (10) days to either agree to one of the proposed Arbitrators or propose three (3) possible Arbitrators of its own; the parties will then have ten (10) additional days from the time this list of potential Arbitrators is provided to either select an Arbitrator from the two (2) lists submitted or any other Arbitrator which the parties may agree upon as Arbitrator. If the parties do not agree on an Arbitrator within this ten (10) day period, either party may request an Arbitrator be appointed in accordance with the Alberta Labour Relations Code, as amended.
- 9.02** To render a decision, the Arbitrator is bound by the provisions of this Agreement and has no right to amend, change, modify or add any Section or Article to this Agreement. An Arbitrator's decision must not be contrary or inconsistent with the Agreement's dispositions or award damages not specifically contained in the Agreement.

- 9.03 The Arbitrator's decision shall be final and binding on the parties to the dispute.
- 9.04 Each of the parties will equally bear the expenses of the Arbitrator.

Article 10 – Hours of Work

- 10.01 The Company and the Union recognize that business requirements may necessitate a change to daily shift configurations. In the event that the Company contemplates a shift in excess of eight (8) hours per day, the Company agrees to meet with the Union to negotiate implementation of the change.

Unless otherwise mutually agreed, the hours prescribed shall not exceed **eight** (8) hours daily and **forty** (40) hours weekly, on five **(5)** days per week.

Because poultry receipts and demand for the Company's products vary from season to season and from day to day, the Union agrees that it may at times be necessary to exceed or to reduce these basic hours of work.

The scheduled starting and quitting times may be altered from time to time as required for the efficient operation or improvement of the business. The Company, however, agrees that, except by mutual consent, employees will be entitled to **twenty-four** (24) hours' notice of a schedule change. If a schedule is changed without sufficient notice, the employee will be paid one and one-half (1 ½ X) times **their** regular rate for all hours worked outside **their** previous schedule until the expiry of the required notice.

The Company shall endeavor to provide employees with as much notice as reasonably possible of a schedule change.

10.02 Overtime Provisions

The Company agrees to pay one and one-half (1 ½ X) times their regular hourly rates for all hours employees are required to work in any day in excess of the number of hours prescribed in the schedule for the day.

When a full-time employee is instructed to report before **their** scheduled starting time, the Company agrees to pay to such employee one and one-half (1 ½ X) times **their** regular rate for any hours **they** may be required to work before **their** scheduled starting time.

If by necessity an hourly-rated employee is required to work in excess of ten (10) continuous hours, **they** shall be paid double **(2X) their** regular rate for such additional hours.

There shall be no accumulating of overtime premiums for the same hours worked, but the highest premium shall apply.

When overtime work is required and there are more employees at the end of the shift than are required to perform the overtime work, employees may request to be excused from the overtime provided there are enough employees with the required skill to perform the work. In the event approval is granted, it shall be done in the order of seniority.

When overtime work is required in the production area on regularly scheduled days, employees will be given the opportunity to sign a department seniority list indicating their desire to work overtime. Overtime will be granted in the order of seniority, provided they possess the skill and ability to perform

the work.

In the event that there are insufficient employees, appointment will be in the order of reverse seniority, provided that they have the skill and ability to perform the work.

The **C**ompany recognizes there may be some instances where overtime may cause undue hardship and will exercise discretion.

Scheduled weekend overtime will be offered plant wide, and will be granted in order of seniority provided that the employee has the skill and ability to perform the work.

Upon ratification and yearly thereafter, the Company will provide the Union with a list of departments to be used in the application of overtime work. The Company will notify the Union of any changes to the list prior to implementation.

Refer to the mutually agreed upon Overtime Granting Process.

10.03 Sunday Work

The **C**ompany agrees to pay double (**2X**) the regular hourly rate for work performed on Sunday except for those whose work regularly falls on Sunday. If an employee's regular day off, in place of Sunday falls on a week day, **they** shall be paid double (2X) time for hours worked on such a day. Where an employee normally works Sunday and has two (**2**) week days off, the second day shall be considered to be the day in place of Sunday.

10.04 Reporting Allowance

An employee called to work and who by reason or other cause for which **they are** not responsible, is dismissed for the day,

shall receive for that day at least four (4) hours' pay at **their** applicable **rate**.

10.05 (a) Emergency Call-In

Any production employee who after leaving the Company's premises is specially called in at any time outside **their** normal working hours shall be through when the emergency is over, but shall, nevertheless, be paid for a minimum of four (4) hours at **their** regular rate for the time spent on the emergency work outside of **their** scheduled hours.

(b) Maintenance Emergency Call-In

When a maintenance employee is called into work because of a breakdown or an emergency at other than **their** regular scheduled hours, once the emergency has been rectified to the **Manager's** satisfaction the employee will be given authorization to leave the plant and **they** will be paid a minimum payment equivalent to four (4) hours pay at **their** applicable rate.

10.06 Maintenance Schedules

It is the intention of the Company to schedule coverage at the plant over seven (7) days a week, twenty-four (24) hours a day. Various schedules will be required and it is agreed that maintenance employees will be scheduled and required to work same on a weekly shift rotation. The parties have agreed that the Company may schedule maintenance employees on any five (5) consecutive days of the calendar week, with a two (2) day break between both work weeks, at regular rates of pay.

The parties further agree to meet during the term of the

Agreement to discuss the implementation of shift schedules which would be in excess of eight (8) hours per day.

Refer to the mutually agreed upon Overtime Granting Process.

10.07 Break Period (**fifteen** (15) minutes) and Meal Break (**thirty** (30) minutes)

The Company agrees to grant break periods on the following basis:

- one (**1**) break period if the working time of the shift exceeds **two and one-half** (2 ½) hours.
- two (**2**) break periods if the working time of the shift exceeds **six and one-half** (6 ½) hours.

The Company and the Union agree the above time periods are for the purpose of determining the number of time periods only and are not necessarily intended to indicate the time at which the break period will be granted. The Company will strive to maintain consistent break periods where production and operational needs allow. In the event of an interruption in production, the scheduled breaks may be altered and will be communicated at the time of the interruption.

Employees will be granted a break period in overtime provided the overtime shift exceeds two and one-half (2 ½) hours after the return from the second meal period.

Breaks may be combined by mutual agreement.

The Union agrees that, except in cases of personal necessity, employees shall not ask for additional time off during the working day. The Union agrees that break periods are a

privilege and must not be abused.

10.08 Meal Allowance

Except for infrequent occasions, it is agreed that employees shall not be required to work more than five (5) hours without a meal period. If employees are required to work in excess of two **(2)** hours after the scheduled quitting time, or in excess of ten (10) continuous hours, the Company will provide a meal.

If work continues for five (5) hours beyond the first meal allowance, another meal will be provided.

Employees, if required to work in excess of five (5) hours on non-scheduled days, (not to include paid public holidays falling on scheduled work days), will be provided with a meal.

Where the Company does not provide a meal as required above, a cash equivalent in the amount of **ten (\$10.00) dollars** will be added to **their** net earnings for that fiscal week.

10.09 Weekly Guarantee

The Company agrees to guarantee hourly-rated employees hired prior to **December 31st, 2018**, in every two **(2)** weeks of employment **sixty-seven** (67) hours pay at regular subject to the following provisions:

- (a) The **Company** shall at its discretion adjust gangs in proportion to the work available or expected. To provide employees with their weekly guarantee, the Company shall be free to distribute work within departments and to transfer employees from one department to another, reasonable consideration being given to ability and seniority.

- (b) The guarantee shall be reduced by pay for the number of hours for which an employee is not eligible for payment of wages. This will include tardiness or absence from work on any day or part of a day, quitting or hiring during the week, being engaged in a stoppage of work, suspension or dismissal or being on lay-off.
- (c) The guarantee shall be the same in weeks in which the paid public holidays occur as in other. Pay received for public holidays shall be regarded as part of the guarantee.

If holidays other than the agreed public holidays are observed by agreement or as required by law, the guarantee in such weeks shall be reduced by the number of hours not available for work.

- (d) When there is a shortage of work within the production area, and no other operational needs exist, employees will be given the opportunity to sign a department seniority list indicating their desire to leave prior to the end of their scheduled shift. Election to leave early will be granted in the order of seniority, provided that those employees remaining possess the skill and ability to perform the work.

Those employees who elect to leave early will have their weekly guarantee reduced by the number of hours they elect not to work.

- (e) In consideration of the foregoing, the Company expects and the Union agrees that employees will perform whatever tasks may be assigned to them conscientiously.
- (f) It is agreed that when scheduling work the normal work week will be considered as forty (40) hours per week for

full-time employees.

The weekly guarantee is considered to be the minimum number of hours payable and it is not the intent of the Company to schedule the guaranteed hours as a maximum number of hours.

When the number of available hours is reduced the Company will make reasonable effort to allow senior employees the opportunity to maximize their scheduled hours including the adjustment of staff levels and/or gang adjustments, provided the employee has the skill and ability to complete the task.

10.10 Injury Shift Guarantee

An employee injured while working in the plant shall suffer no loss of earnings for the hours **they** would have worked but were necessarily lost on the day in which the accident occurs and/or the first subsequent absence within one **(1)** week of the date of the accident, if, as a result of such injury, **the employee** is sent home or to the hospital or for medical attention on instruction from the Medical Department, but if such is not possible then by a Company Representative. Amounts received under Workers' Compensation for such injury shall be deducted from benefits due under this **Article**.

10.11 Off Shift Premiums

The Company agrees to pay a premium of sixty (\$0.60) cents per hour to all full-time hourly rated employees for work performed on a regular shift if five (5) or more of their scheduled hours fall between 4:00 p.m. and 5:00 a.m. This premium shall not be considered as part of such employees' basic rate.

Effective February 4th, 2026, the Company agrees to pay a premium of sixty-five (\$0.65) cents per hour to all full-time hourly rated employees for work performed on a regular shift if five (5) or more of their scheduled hours fall between 4:00 p.m. and 5:00 a.m. This premium shall not be considered as part of such employees' basic rate.

Effective February 4th, 2027, the Company agrees to pay a premium of seventy (\$0.70) cents per hour to all full-time hourly rated employees for work performed on a regular shift if five (5) or more of their scheduled hours fall between 4:00 p.m. and 5:00 a.m. This premium shall not be considered as part of such employees' basic rate.

10.12 Saturday Premium

Full-time employees whose schedule calls for work on calendar Saturdays shall be paid one and one-half (1 ½ X) times their regular rates for all scheduled hours worked on such days and these hours shall be considered as scheduled hours at regular rates for the purpose for the guarantee as set out in Article 10.09. This premium shall not be considered as part of such employees' basic rates.

10.13 Sunday Premium

Full-time employees working on shifts regularly scheduled to commence prior to 8:00 p.m. on calendar Sundays shall be paid one and one-half (1 ½ X) times their regular rates for all scheduled hours worked on such days and these hours shall be considered as scheduled hours at regular rates for the purpose of the guarantee as set out in Article 10.09. This premium shall not be considered as part of such employees' basic rates.

10.14 Weekend Premiums

The above premiums in Article 10.12 and 10.13 shall not apply to those employees in the Maintenance and Sanitation Departments whose basic work week consists of five **(5)** consecutive days of eight (8) hours each, with a two (2) day break between work weeks, and for those employees whose shift continues into Saturday.

The two (2) day break shall be treated as a Saturday and Sunday. The day observed as Saturday shall be paid at **one** and **one-half** (1 ½ X) **times** for hours worked on such a day and Sunday shall be paid as per Article 10.3.

10.15 Trainer Program

A team member designated as a trainer, shall be paid an additional forty-five (\$0.45) cents per hour for all hours worked as a trainer. To ensure fairness, the parties will meet to discuss the implementation of the trainer program. Trainer opportunities will be posted and awarded at the sole discretion of the **Company**.

Article 11 – Wages

11.01 Employees will be paid in accordance with the wage classifications as set out in Appendix “A”, which is attached to and forms part of this Agreement. **Annual increases, when applicable, will take effect on the closest pay period to February 4th of each year.**

Article 12 – Seniority

12.01 Definition of Seniority

Subject to the provisions of this Article, “seniority” shall mean accumulated service. For the application of Articles 12.03, 12.05, 12.08, 12.09, 12.10, and 12.11 the date of hire will be used in place of seniority.

12.02 Probationary Period

For **five hundred** (500) hours after being hired, new employees shall be regarded as employees on probation and shall have no seniority. After **five hundred** (500) hours service they shall become employees with seniority and shall receive credit for seniority from the date of their employment. Through mutual agreement, the **Company** and Union may agree to extend an employee’s probationary period.

For all maintenance employees the probationary period will be **one thousand** (1000) hours. Through mutual agreement, the **Company** and Union may agree to extend an employee’s probationary period for up to an additional **one thousand** (1000) hours.

Should the Company be in a position to discipline a probationary employee, a **Steward** will attend the disciplinary meeting, and a copy of the disciplinary letter will be provided to the employee and the local Union office. The decision of termination of a probationary employee will solely be held by the Company.

12.03 In the event of a lay-off, the Company will reassign affected employees by plant seniority, provided the remaining employees possess the demonstrated skill, ability, and qualification to perform the work.

12.04 The **Company** will give each employee notice of lay-off or pay in lieu of notice of lay-off as per the Alberta Employment Standards code.

12.05 Order of Recall

When increasing the work force, employees who have been laid off for less than one (1) year will be in order of seniority provided they can perform the work satisfactorily.

12.06 List on Lay-off and Recall

The names of employees to be laid off or recalled will be available to the Union on the same day the employees are notified or on the day prior. A list of the names of such employees shall be forwarded to the Union within one (1) working day of the notification.

12.07 Job Postings and Vacancies

All permanent and temporary positions (expected to last more than six (6) months) within the bargaining unit shall be posted. The **Company** will also post an expression of interest for training opportunities (**TO**) for relief coverage.

Job Postings and expressions of interest are to be posted for a minimum of seven (7) days.

Postings shall be awarded based on seniority as long as the employee has the necessary qualifications and present skill and abilities as outlined in the job posting. Training opportunities will be made available to current employees by seniority and current requirement of the business.

An employee holding a permanent premium position, whether

full-time or part-time, will not be eligible for further training opportunities however will not be stripped of their previously trained skills and abilities and may be utilized to provide coverage in other positions, based solely on business needs. Permanent premium position holders can only be removed from their permanent position to provide coverage, if required by the business or if they choose to post out of their current permanent premium position.

All successful applicants will be on a trial period (up to a maximum of **two hundred forty** (240) hours, evisceration qualification will not exceed **three hundred twenty** (320) hours) after which the rate shall be paid. The trial period may be extended by mutual agreement between the Company and the Union.

Employees may only successfully post into a maximum of two (2) posted vacancies per calendar year.

Prior to the commencement of or during an approved Leave of Absence or vacation, an employee may submit in writing to be considered for specific job postings which may occur while the employee is away. An employee will receive equal consideration for a specific job posting upon their return from Leave of Absence or vacation, which must be within five (5) weeks of the posting date.

Training Opportunities:

The most senior trained employee available will be offered the coverage opportunity first ***provided they are meeting current experience and demand expectations of the posting and are not participating in a performance management program.***

Training will commence after the posting has closed. If there are two **(2)** awards as a result of the same posting, the most senior applicant will be trained first. An Employee is expected to perform the duties after the training. Employees may request in writing to have their name removed from the trained list.

Employees will not be utilized to cover a vacancy if they currently occupy a P2 or above position in a permanent, temporary, or coverage capacity. A trained employee will not be assigned if there is a P2 or above employee in that position who is not being utilized. ***Employees will only hold up to two (2) training opportunities. Those with more prior to this Agreement will be grandfathered as per Letter of Understanding #7.***

Where work has slowed down in the area where the employee is providing relief, the training opportunity position will be sent back first.

12.08 Absence Due to Accident or Sickness

If an employee is absent from work, because of accident or sickness, **they** shall accumulate seniority while off work up to the time limits corresponding to seniority as set out in **Article 12.11 (d)**, Allowable Breaks, and shall be returned to the job previously held or to a job carrying a rate equal to that previously held subject to seniority, provided **they** can perform the required work satisfactorily.

If the employee would not otherwise have retained **their** previous job and is not placed on a job carrying an equal rate of pay, **they** shall, subject to seniority, be placed on a job **they** can satisfactorily perform.

After the expiry of the time limits, the employee shall cease to

accumulate seniority but shall, nevertheless, be reinstated as outlined above, subject to seniority, provided **they** can satisfactorily perform the required work if **they** return from the absence within a period equivalent to **their** length of service up to a maximum period of two **(2)** years.

If the employee is unable to return from the absence within the Allowable Break time limits, and is not participating in the return to work plan provided by their care **provider**, the employee's seniority shall cease and employment terminated.

Prior to an employee who is absent from work due to illness or injury being terminated, the Company and the Union will meet to discuss the circumstances of the employee in question. If the reinstatement occurs within ninety (90) days of the termination, it is understood that the employee will see their seniority recognized in a similar manner to the one provided in Article 12.11 (d). The Allowable Break does not reset and shall be considered as part of the first allowable break when an employee relapses within a period of twelve (12) months following a first absence due to accident or sickness.

Application for reinstatement after the expiry of the allowable period shall be considered on its merits.

12.09 Lay-off and Recall While Sick

Employees who are absent from work due to accident or sickness and are laid off shall not accumulate seniority while on lay-off. Employees recalled but unable to return because of accident or sickness shall accumulate seniority for such time as they would have worked up to the time limits corresponding to seniority as set out in **Article 12.11** (d), Allowable Breaks. Seniority accumulation shall not exceed a cumulative maximum

equal to that of an employee who is not laid off during ***their*** period of sickness or accident.

12.10 Seniority List for Union

Seniority records shall be maintained by the Company showing the places on the seniority list of all employees. This list shall be accessible to the Union. Upon completion of this Agreement and at quarterly intervals thereafter, or as otherwise agreed, the Company shall deliver to the Union a list of all employees with seniority, in order of their seniority. In addition, once during the term of this Agreement the Company will deliver to the Union, a seniority list covering all employees with seniority. The names and service of probationary employees will be added to these lists.

In periods when it is anticipated that employees with seniority may be affected by lay-offs, the Company will provide the Union with an updated seniority list that includes probationary and part-time employees.

12.11 When Seniority Lost

The seniority of an employee shall be considered broken, all rights forfeited and there shall be no obligation to rehire when ***they***:

(a) Voluntarily Quits

Voluntarily leaves the service of the Company, is dismissed for cause, or retires.

(b) Fails to Return on Recall

Fails to return to work when recalled or cannot be located

after reasonable effort on the part of the Company. The **Company** will attempt to contact the employee by phone (last known number), followed by a mailed letter to the employee at the last known address of the employee, shall constitute a reasonable effort on the part of the Company, and if within **forty-eight** (48) hours of such notice, the employee fails to report for duty, or to advise the Company that **they** will report within two (**2**) weeks or such longer period as agreed and fails to report on the agreed required date, the Company shall be entitled to assume that the said employee has voluntarily left the Company's employment. Where it is necessary to secure workers at notice of less than **forty-eight** (48) hours, the Company, if unable to make contact with the senior eligible employee, may recall the next senior eligible employee and so on down the list until the vacancy is filled. Employees rehired under such circumstances shall retain the positions to which they are appointed but provided the employees with whom the Company was unable to communicate in time, later within **ninety-six** (96) hours advise the Company of their desire to return to the Company's employment, they shall be eligible for recall on the next occasion of a vacancy in a position for which they possess the required ability.

(c) Election to Decline Recall

An employee with seniority may decline recall within the one (1) year recall period, when there are other employees eligible for recall who can satisfactorily perform the required work and report for work when required, subject to the following provisions:

- (1) If all those so eligible decline to report, the junior eligible employee will return to work or be

considered as having voluntarily left the Company's employment.

- (2) Subject to (3) below, an employee who has declined recall will not be eligible for recall nor is the Company obligated to contact **them** until the occasion of the next recall after **they** inform the Company in writing that **they are** available to report for work.
- (3) When no other employees who can satisfactorily perform the required work are eligible for recall the junior eligible employee will report when recalled or be considered as having voluntarily left the Company's employment.

(d) Allowable Breaks

Has been out of the Company's employment in excess of allowable breaks defined below:

Length of Employee's Service Allowable Break

Over **three** (3) months to **six** (6) months - Time equivalent to one-half (**1/2**) **their** length of service.

Over **six** (6) months - Time equivalent to length of service up to two (**2**) years.

An employee who returns to work within the time of an allowable break shall retain the seniority **they** had at the time **they were** laid off, but shall not accumulate additional seniority during the period of lay-off. However, credit for days worked as a part-time or casual employee will be added to the seniority **they** had at the time of lay-off, after being recalled to full-time employment.

(e) Absent Without Permission

Is absent from work without permission for three (3) consecutive working days without furnishing an explanation acceptable to the Company.

12.12 Rehire of Employees

An employee with over **three** (3) months' service, if laid off and later rehired within one **(1)** year, shall receive credit for **their** past service.

12.13 Rehire of Probationary Employees

Probationary employees, if laid off and later rehired will be given credit for past service, if they complete the probationary period within nine **(9)** months, from their original starting date.

12.14 Provisions for Trainees

Employees whom the Company is training to fill non bargaining unit positions may be employed or retained in employment in plant operations irrespective of the seniority provisions of this Article. The Union shall be advised in writing of such appointments. Except by agreement with the Union, such appointments shall not exceed **two** (2%) **percent** of the total number of employees covered by this contract. While the total number of employees remains less than **one hundred** (100) in number, the number of such appointments shall not exceed one **(1)** person. Trainee positions are outside of the bargaining unit.

Where an employee is offered a position outside the bargaining unit, and less than six (6) months time has expired, the employee can choose to return, or the **Company** can require the employee to return, to the bargaining unit, within their

previous department with no loss of seniority. If the employee returns to their department within six (6) weeks from the first day as a trainee, the employee shall return to their previously held position. This provision is restricted to be used only once by an employee during their employment with the **Company**.

12.15 Seniority List

The current list of departments is as follows:

1. Live Receiving - AM and PM
2. Evisceration - AM and PM
3. Pack Floor - AM and PM
4. Shipping/Receiving
5. Sanitation
6. Maintenance
7. Support Services (ex. laundry/housekeeping)

The Company agrees to provide the Union with a departmental seniority list when requested.

The Company has the ability to create additional departments or delete or amend departments during the life of this **Agreement**, after discussion with the Union.

Article 13 – General Holidays

13.01 General Holiday Pay

The Company agrees to pay all regular hourly rated employees **eight** (8) hours' pay at their regular rates whether they work or not, for each of the public holidays set forth below:

New Year's Day

Civic Holiday

Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Remembrance Day	

and all other General Holidays proclaimed by the Federal, Provincial, or Municipal Governments.

The Company agrees to schedule and post the observed General Holiday schedule annually, commencing the first full week in February.

13.02 Medical EI and Compensation in Holiday Weeks

The Company agrees to pay to an employee with seniority who would otherwise qualify for holiday pay under **Article** 13.01 above but who is receiving Medical EI or Workers Compensation, the difference between Medical EI or Workers Compensation, as the case may be and eight (**8**) hours' pay at **their** regular rate, as long as **they** continue to receive Medical EI or, if on compensation, for holidays occurring during the first **thirteen** (13) weeks of such absence.

13.03 Work on Agreed General Holidays

- (a) The holiday shift for other than day-shift workers will be observed as that shift they would normally have off work when the plant is closed to observe a holiday.
- (b) Hourly-rated employees who are required to work on any of the days observed as holidays in Article 13.01, shall receive in addition to any holiday pay to which they are entitled, double (**2X**) **their** regular rate for all hours worked on such days.

(c) Absence - General Holidays

Employees absent on the work-days next preceding or next following any public holiday shall not be entitled to pay for such holiday unless the absentee received permission from the Company to be absent or was absent because of sickness or for other good cause arising from circumstances beyond **their** control. The Company will advise the Union of such deductions.

Article 14 – Vacations

14.01 The vacation season is April 1 - March 31. Vacation is calculated to April 1st. Vacations will be based on service computed to April 1st in the year in which the vacation is to be taken, on the following basis:

(a) Vacation Scale

Employees with less than five (**5**) years' service will receive a vacation with pay in accordance with the regulations of the Province of Alberta. Thereafter vacations will be granted as follows:

After 5 years' service 3 weeks
After 10 years' service 4 weeks
After 20 years' service 5 weeks
After 25 years' service 6 weeks.

(b) Method of Calculating Vacation Pay

Vacation pay for each week of vacation for hourly-rated employees shall be the normal weekly hours at the regular hourly rate, provided that this amount will be reduced by

one fifty-second (1/52nd) for each week of absence except absences which are:

- (1) With permission up to **thirty** (30) days annually;
- (2) Due to sickness up to **thirty** (30) days annually or such longer periods as an employee may be entitled to Employment Insurance sickness benefits;
- (3) Up to six **(6)** months due to a compensable accident.

(c) Completion of Required Service

Employees who after April 1st and prior to the end of the calendar year, reach the service required to entitle them to an additional week of vacation in accordance with the vacation scale set out above, will become eligible for such additional week of vacation on completion of the required years of service. If circumstances permit such week may be granted earlier in the year.

14.02 Vacation Season

Vacations may be granted any time subject to the demands of the business, but the Company will make a sincere effort to grant vacations at times requested by employees. Senior employees in each department shall be given preference. Employees eligible for vacation shall be notified of their vacation periods as far in advance as possible.

It is understood that the Company's ability to grant vacation will be subject to the demands of the business. Ten (10%) percent vacation allowance per department will be permitted where possible, at the sole discretion of the Company, in excess of **ten** (10%) **percent** will be allowed. Vacations must be taken as booked.

One **(1)** employee from Support Services **and the receiver** will be included in the **ten** (10%) **percent** allowance for the Packfloor.

14.03 No Carry Over of Vacations

Every employee shall take **their** vacation in the vacation season in which **they** become eligible for it. Vacation periods shall not be accumulated from year to year. Unused vacation will be paid out at the end of the vacation season.

14.04 General Holiday in Vacation

If a paid public holiday falls within the employee's vacation period, the Company will, at its option, either allow the employee concerned a compensatory day's holiday with pay or make payment as provided in Article 13.

Article 15 – Vacation Scheduling

15.01 This will confirm the understanding between the Company and the Union with regard to the scheduling of vacations.

For the purposes of scheduling vacation, the vacation season will be recognized in the payroll period to commence as closely to April 1st of each year, as reasonably as possible.

Should the Company require a change to the configuration of the pack floor department, a meeting will be convened with the Union to discuss whether this article requires amendment as a result of the change.

For all department vacation scheduling the following will apply:

Prime Time is defined as:

- Commencing the second full week in June through to the first full week of September; and
- Commencing the first full week before Christmas through to the first full week after Christmas.

No later than January 1st in each year of the Collective Agreement the Company will meet with the Union to inform them of the exact dates as above and will post a notice informing employees of these dates.

Employees may schedule up to **three** (3) weeks in Prime Time as per their seniority.

Provided that the Company can accommodate such requests, once every four (4) years, an employee may use all their vacation entitlement scheduled by seniority, during Prime Time on the condition they are traveling out of the country;

- Proof of tickets must be provided to Company;
- Misuse of this option is subject to disciplinary action;
- If for any reason the trip were cancelled, the employee's vacation would be adjusted to **three** (3) weeks in Prime Time and the remainder scheduled to another available time.

For the purposes of calculating **ten** (10%) **percent**

1.5 = 1 person away

1.6 = 2 persons away

Vacation will be booked all at once. Vacation may not be swapped or traded among employees.

Employees scheduling vacations in a week when a statutory holiday falls will be able to schedule these days in lieu by seniority once all department vacation is booked. (Article 14.04) The parties recognize that special circumstances may arise after an employee has booked their vacation. Special circumstances would be defined as urgent and unplanned. Should this type of situation arise, the Company and Union will meet to consider such request and may mutually agree to grant it.

Vacation booking will commence as early as the first full work week in January beginning with the most senior employees. The Company will post a reminder three (3) weeks in advance that the vacation booking process will commence. Once canvassed, the employee will have two (2) full working days to provide their vacation selection. If the employee has not selected within two (2) full working days, the canvassing will continue with junior employees. It will be incumbent upon the bypassed employee to contact the Company to book their vacation based on the available open dates at the time their selection is submitted.

The Company will contact employees to book vacations in the following manner:

- In person in the plant
- One **(1)** attempt by telephone (if not in the plant)
- One **(1)** attempt by email (if provided)
- Employees will have two (2) working days to reply to HR

When vacation is requested by an employee outside of the Vacation Season Scheduling Period, they may only schedule during available weeks. Only cancelled vacation will be deemed unavailable. The **Company** will respond within **seven (7)** calendar days to the employee as to whether or not the request will be granted.

Article 16 – Bereavement Pay

16.01 Bereavement Pay

Employees who have been employed for at least **ninety** (90) days will be entitled to unpaid bereavement leave, as outlined in the Alberta Employment Standards.

Compensation is outlined as follows for employees who have completed their probationary period:

- Immediate family members – twenty-four (24) hours of regular pay to allow for grieving, provided that the employee takes the allotted three (3) days off.
- Extended family members – eight (8) hours of regular pay, provided that the employee takes the allotted one (1) day off.

For the purposes of this **Article**, immediate family shall be as follows: spouse, **common-law**, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, grandparent, and grandchild.

Extended family members shall be as follows: sister-in-law, brother-in-law, step-parent, step-child, son-in-law, and daughter-in-law.

The Company may require the employee to furnish proof of death. The above leave must be taken within thirty (30) days of the relatives death.

Further un-paid time off may be granted at the sole discretion of the **Company**.

Article 17 – Leaves of Absence

17.01 Leave of Absence

Subject to the exigencies of the business, **Leave of Absence** without pay up to six **(6)** months may be granted by the Company on the written request of an employee, provided the reasons stated in the application are sufficient. If **Leave of Absence** is granted, the employee shall be advised in writing with a copy to the Union. During an approved Leave of Absence at **Articles** 17.1, 17.2, 17.3, 17.5, and 17.6 an employee's seniority will not be affected.

When planning activities for which a Leave of Absence is anticipated, an employee is expected to make maximum use of vacation schedules to which they are entitled. Absences should be planned as far in advance as possible.

The granting or withholding of Leave of Absence shall be at the discretion of the Company, however, such approval will not be unreasonably withheld.

17.02 Temporary Leave of Absence for Union Business

Leave of absence for the purpose of attending Union schools, conventions, conferences, or negotiation of this Agreement shall be granted by the Company on a written request from the Local Union subject to the following conditions: Employees, not more than two (2) or as otherwise agreed, at any time, chosen by the Union shall be granted **Leave of Absence** not exceeding thirty (30) days providing that the absence of each such employee shall not unreasonably affect the operation of the Company. The Union shall give the Company written notice of not less than two (2) days before the requested leave is to commence. A request for an extension of a **Leave of Absence**

must be made prior to the expiration of the leave already granted and will be considered in relation to existing conditions.

17.03 Leave of Absence for Public Office

Employees who are elected to municipal government, the Provincial Legislature, or the Parliament of Canada, shall, upon establishing need for same, be granted **Leave of Absence** without pay for a period not to exceed five (5) years. Within one **(1)** month's notice of their desire to return to work with the Company, such employees shall, subject to their seniority, be placed in the position previously held or one at an equal rate, retaining the seniority possessed at the time such **Leave of Absence** was granted.

17.04 Paternity Leave

An unpaid leave of one **(1)** day shall be granted to an employee on the occasion of the birth of a child which occurs on the employee's regular work day. A leave will not be granted if the birth occurs while the employee is away from work, on a Statutory Holiday or on **their** annual vacation.

17.05 Jury Duty Allowance

An employee summoned to appear or required to serve jury duty or one who has been served with a subpoena to appear as a witness, shall be paid the difference between what **they** would have earned for **their** scheduled hours at **their** paid rate and the court fee received. Employees should notify their foreman as soon as possible after receipt of notice of selection for jury duty or subpoenaed to appear as a witness. The Company may require the employee to furnish a certificate of service from an officer of the court before making any payment under this **Article**. The employee will come to work during those regular

hours that **they are** not required to attend the court.

17.06 Protected Leaves

Employees may make application for the following leaves of absence without pay: Compassionate Care Leave, Long-Term Illness and Injury Leave, Death or Disappearance of a Child Leave, Critical Illness of a Child Leave, Domestic Violence Leave, Maternity Leave, Parental Leave, Personal and Family Responsibility Leave, and Citizenship Ceremony Leave. Applications for such leaves shall be considered by the **Company** as per the requirements in the *Alberta Employment Standards Code*.

Article 18 – Clothing

18.01 Launderable outer work clothing, oilskin aprons, oilskin sleeves, gloves, hair nets, and head covering specified by the Company as required for work will be supplied to employees. Such clothing remains the property of the Company and, except with permission, shall not be removed from the Company's premises and must be returned for new issue or upon separation of the employee. Clothing not returned within worn to or upon separation will be paid for by the employee. The Company will make the necessary arrangements for the laundering of such clothing. Rubber boots specified by the **Company** as required for work will be supplied to employees at cost. Such replacement boots remain the property of the Company, except with permission, shall not be removed from the Company's premises and must be returned for new issue or upon separation of the employee.

Safety Footwear – Maintenance, Yardman, Shipping, and Cooler employees with more than **six** (6) months' seniority, who

purchase safety foot wear for use on the job, shall receive an allowance of up to ***two hundred sixty (\$260.00) dollars in year 2*** toward such purchase ***in a calendar year***. All positions not listed, who wish to purchase footwear in lieu of rubber boots, shall be reimbursed up to ***one hundred fifteen (\$115.00) dollars in Year 1 and one hundred twenty (\$120.00) dollars in Year 3*** under this provision ***in a calendar year***.

Tool Allowance – All tradespeople of the Maintenance Department, after six **(6)** months seniority, shall receive an allowance of up to ***two hundred forty-five (\$245.00) dollars*** per ***calendar*** year for the replacement of tools which are broken or worn out on the job. This allowance may also be used for the purchase of new tools required by the employees to maintain new equipment or to employ new techniques.

All tradespeople of the Maintenance Department, after six (6) months seniority, may combine the safety footwear and tool allowance for a combined amount of five hundred five (\$505.00) dollars in a calendar year, beginning in Year 2.

Service Technicians, after six (6) months seniority, shall receive an allowance of up to ***eighty-five (\$85.00) dollars*** per ***calendar year in Year 1, ninety (\$90.00) dollars in Year 2 and ninety-five (\$95.00) dollars in Year 3***, year for the replacement of tools in relation to assigned job duties where the Company has approved and been provided purchase receipt.

Every January the Company will publish a list of acceptable footwear or criteria for safety footwear for reimbursement.

Article 19 – Safety

19.01 The Company and the Union agree that health and safety is a

priority in the workplace and as such the Company will make reasonable provisions for the health and safety of all its employees. Safety is, however, a responsibility to be shared by all and employees are encouraged to bring forward their ideas to improve health and safety.

The **Company** will endeavor to rotate online and offline tasks in applicable departments to reduce the risk of injury.

Health and safety initiatives are varied and will involve all levels of the organization. They include but are not limited to:

(1) Joint Worksite Health & Safety Committee

There shall be a joint health & safety committee comprised of up to six (6) members appointed by Management and up to six (6) members appointed by the Union. Meetings will be held monthly on Company time with the role of the chairperson alternating between the Union and Management. A schedule of JHSC meetings will be provided to committee members and their supervisors, the HR Manager, and the local Union **Representative**. In the event the member of **Management** or the Union member acting a chairperson is not available, they must notify the Human Resources Manager who will ensure the meetings occur on a monthly basis. Minutes will be posted in the lunchroom within three (3) days of the meeting.

(2) Modified Work Program

The Company understands that employees may suffer both financial and psychological hardship when they are unable to perform their regular job duties. To assist employees in eliminating or reducing the effects of

injury/illness, the Company provides a modified work program. Each employee will be assessed on an individual basis, and every effort will be made to find duties suitable for **their** needs. All injured/ill employees are expected to report for work and participate in the modified work program when medical evidence supports their ability to do so.

- (3) The assignment of an employee to modified work shall be the subject of mutual agreement between the Company and the Union. The parties agree that a modified work program (MWP) will be maintained and the purpose of the program is to return the employees to full productive sustainable employment that adds value to the organization, and to assist the employee to return to work in a safe and healthy atmosphere as soon as possible following, both occupational and non- occupational injury or illness. In order for the MWP to be successful, all parties must fully participate in the program and return to work initiatives. The Company and the Union agree to the following process:

The Company and the Union will identify a minimum of three (3) persons each and jointly train these persons for the purpose of placing employees on modified duty. These trained representatives will form the Committee which shall comprise of an equal number of representatives from each side.

The above Committee will be responsible for placing injured or ill employees in the appropriate jobs.

Employee Responsibilities:

- (1) To provide the Health Centre with timely and

specific medical restrictions.

- (2) To cooperate fully with the program and by participating in medical treatment as prescribed by the medical practitioner within Canada, or skill and ability testing as required by the Company.
- (3) Employees absent from work due to an injury or illness must maintain bi-weekly contact with the Health Centre.
- (4) Obligated to communicate any concerns with the position or placement to the Committee.
- (5) Employee must notify the Health Centre of return to work date as soon as possible.

Company Responsibilities:

- (1) If the list of job duties have been modified to suit a disabled worker and the worker no longer requires the job, it may revert to its former composition as determined by the Company.
- (2) Where the Company requests further medical clarification such costs will be borne by the Company.
- (3) Where the employee is not progressing as expected, and the accommodation period has become prolonged the Company, at its discretion, may request an Independent Medical Examination (IME) and/or a Functional Capacity Evaluation (FCE) to determine if an alternate course of action is needed. The Union and the Company will develop

a list of physicians and/or occupational Therapy Clinics to provide the IME or FCE.

- (4) The employee's physician may select from the list provided or may refer the employee to a physician and/or Occupational Therapy Clinic of **their** choosing, and the Company will cover the costs that are reasonable and customary provided the original FCE report is received by the Company.
- (5) If an employee in the program is able to perform regular duties as determined by the medical information, **they** shall be removed from the program and returned to pre- injury/pre-illness duties.

General:

- (1) The Committee will determine as required in conjunction with the medical community, the capabilities of the employee to perform the job.
- (2) Overtime on a modified job will be offered where the employee assigned the work is capable of working their entire regular daily/weekly shift, and where the Company has a requirement for the work, and where the employee's capabilities permit the employee to perform the work on overtime (except where the WCB does not permit the overtime).
- (3) Modified jobs can be changed, eliminated, or suspended by the Company at any time after discussion with the Committee.
- (4) Employees in the program may only be displaced by other employees in the event of a lay-off.

- (5) An employee will become part of the MWP when they require accommodation.

Article 20 – Benefits

20.01 ***The Company agrees to provide Medical, Dental, Life, and Disability benefits to all employees who meet eligibility criteria as set in the Employee Benefits Handbook. For further understanding, the following benefits are included and paid by the Company:***

- ***Extended health***
- ***Dental***
- ***Out of Country – Medical Emergency Travel Assistance***
- ***Short term disability coverage***
- ***Long term disability coverage***
- ***Life insurance***

The Company reserves the right to make adjustments to the Benefit Plan from time to time, including the changing of benefit providers, as needed as long as the coverage remains equal to or superior to the existing benefit plan. The details of the plan are available from the Company. A copy will be provided to the Union.

The Company shall pay one hundred (100%) percent of the benefit plan.

The Union will be consulted regarding any changes to the existing benefit plans.

Details are explained fully in the Employee Benefits Handbook and is available from the Human Resources

Department. A benefit summary will be provided to each employee.

- 20.02 **Employees in the following departments will be eligible for prescription safety eye wear: Sanitation, Maintenance, and Live Receiving. This list is subject to change at the Company's discretion based on the plant risk assessment. Employees will be reimbursed up to a maximum of one hundred (\$100.00) dollars every two (2) years.**

Article 21 – Pension Plan

- 21.01 **Employees who were participating in the Company's defined benefit pension plan on August 6th, 2023 will continue to participate in that plan. Employees are required to contribute two and one-half (2.5%) percent of regular earnings excluding bonuses, overtime, benefits, premiums. Maple Leaf commits to funding the plan as required by pension legislation.**

Full-time employees who had completed two (2) years of continuous service on August 7th, 2023 and did not participate in the Company's defined benefit pension plan were enrolled in the Company's defined contribution pension plan effective August 7th, 2023. Employees are required to contribute two and one-half (2.5%) percent of regular earnings excluding bonuses, overtime, benefits, premiums. The Company will match these contributions.

Full-time employees who had not completed two (2) years of continuous service on August 7th, 2023 and full-time employees hired after August 7th, 2023 will participate in the Company's defined contribution pension plan upon completing two (2) years of continuous service. Employees

are required to contribute two and one-half (2.5%) percent of regular earnings excluding bonuses, overtime, benefits, premiums. The Company will match these contributions.

Article 22 – Plant Closing

22.01 When it becomes necessary to close the plant, and it is not expected that those affected will be re-employed, a separation allowance will be paid to those employees, subject to the following:

- (a) They have one **(1)** or more years' seniority.
- (b) They are actively employed with the Company and accumulating seniority or have been laid off within the thirty **(30)** day period preceding the date of notice of closing. Employees on **Leave of Absence** up to one **(1)** year, and employees receiving Workers' Compensation or off sick will be eligible, provided they have not been off work in excess of the time limits corresponding to seniority as set out in Article 12.11(d).
- (c) They have not refused an offer of other employment by the Company in the plant or in another unit of the Company, the location of which is reasonably accessible.
- (d) They have not been granted retirement on a pension.
- (e) They have not been transferred to another unit of the Company.
- (f) 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.
- (g) In order to qualify for separation allowance employees will continue to work in a satisfactory manner as long as required.

The Union and Company agree, that in the event of a plant

closure, the Parties will meet to negotiate items such as severance, benefits, and employee support.

22.02 Employees who accept separation pay under the provisions of this **Article** shall on so doing terminate their seniority and employment relationship with the Company and shall have no further rights under this Agreement or under any other Agreement between the signing parties.

22.03 In respect to those employees who are eligible for separation allowance under this Article, the Company will continue to contribute to the **Maple Leaf** Benefit Plan. Such contributions shall continue for a period of up to three **(3)** months following the month in which the plant is closed and will be made on the basis existing at the time of closing.

Article 23 – Education, Safety, Training, and Health Fund

The Company proposes the following contribution to the Union’s Education, Safety, Training and Health Fund for representation:

Year 1 – five (\$0.05) cents

Year 2 – one (\$0.01) cent

Year 3 – one (\$0.01) cent

Article 24 – Expiration and Renewal

24.01 This Agreement shall be in effect from **February 4th, 2024** until **February 4th, 2027**, and thereafter from year to year, unless notice is given by either party, not more than **ninety** (90) days and not less than **thirty** (30) days before the expiry date of such Agreement, to delete, change, or amend any of the provisions contained herein. Should neither of the parties give such notice,

this Agreement will renew for a period of one (1) year.

During the period of negotiation resulting from any of the previous above, the Agreement shall remain in full force and effect.

Signed this _____ day of _____, 2025.

For the Company:

For the Union:

Company Committee:

Union Committee:

Maria Clark
Christine Law
Dezi Singh

Susan Bellhouse
Jaspal Chahal
Manwinderjeet Chhina
Satwinder Deol
Jaswinder Doad
Dulce Espejo
Sukhjeet Kainth
Harjit Mangat
Abdul Mohammed
Carlos Munoz-Lobato
Saeed Muse
Sundresan Reddy
Macartor Ramos
Hari P. Shankar
Sukhwinder Singh
Matt Gilks
Linda Mariani
Chris O'Halloran

This Agreement was ratified on ***February 4th, 2024.***

Wage Rates and Classifications

		Current Rate	February 4th, 2024	February 4th, 2025	February 4th, 2026
Level	P1				
2	NEW HIRE	\$18.10	\$19.10	\$19.70	\$20.30
3	5 MONTHS	\$18.58	\$19.58	\$20.18	\$20.78
4	10 MONTHS	\$19.03	\$20.03	\$20.63	\$21.23
5	15 MONTHS	\$19.68	\$20.68	\$21.28	\$21.88
6	20 MONTHS	\$20.33	\$21.33	\$21.93	\$22.53
7	25 MONTHS	\$23.07	\$24.07	\$24.67	\$25.27
Level	P2				
2	NEW HIRE	\$18.31	\$19.31	\$19.91	\$20.51
3	5 MONTHS	\$18.80	\$19.80	\$20.40	\$21.00
4	10 MONTHS	\$19.26	\$20.26	\$20.86	\$21.46
5	15 MONTHS	\$19.92	\$20.92	\$21.52	\$22.12
6	20 MONTHS	\$20.58	\$21.58	\$22.18	\$22.78
7	25 MONTHS	\$23.35	\$24.35	\$24.95	\$25.55
Level	P3				
2	NEW HIRE	\$18.57	\$19.57	\$20.17	\$20.77
3	5 MONTHS	\$19.08	\$20.08	\$20.68	\$21.28
4	10 MONTHS	\$19.68	\$20.68	\$21.28	\$21.88
5	15 MONTHS	\$20.36	\$21.36	\$21.96	\$22.56
6	20 MONTHS	\$21.04	\$22.04	\$22.64	\$23.24
7	25 MONTHS	\$23.69	\$24.69	\$25.29	\$25.89
Level	P4				
2	NEW HIRE	\$18.73	\$19.73	\$20.33	\$20.93
3	5 MONTHS	\$19.25	\$20.25	\$20.85	\$21.45

4	10 MONTHS	\$19.74	\$20.74	\$21.34	\$21.94
5	15 MONTHS	\$20.43	\$21.43	\$22.03	\$22.63
6	20 MONTHS	\$21.12	\$22.12	\$22.72	\$23.32
7	25 MONTHS	\$23.91	\$24.91	\$25.51	\$26.11

	Current Rate	February 4th, 2024	February 4th, 2025	February 4th, 2026
P5	\$24.91	\$25.91	\$26.51	\$27.11
P6	\$25.44	\$26.44	\$27.04	\$27.64
P7	\$26.45	\$27.45	\$28.05	\$28.65
M1	\$25.44	\$26.44	\$27.04	\$27.64
M3	\$31.05	\$32.05	\$32.65	\$33.25
M4				
Ticketed Journeyman				
New Hire - 90%	\$40.15	\$41.05	\$41.59	\$42.13
5 Months - 95%	\$42.38	\$43.33	\$43.90	\$44.47
10 Months - 100%	\$44.61	\$45.61	\$46.21	\$46.81
Apprentice				
Yr 1 - 60%	\$26.77	\$27.37	\$27.73	\$28.09
Yr 2 - 70%	\$31.23	\$31.93	\$32.35	\$32.77
Yr 3 - 80%	\$35.69	\$36.49	\$36.97	\$37.45
Yr 4 - 90%	\$40.15	\$41.05	\$41.59	\$42.13

Appendix "A" – Job Groups and Wage Rate Progression

1. Each employee's wage rate shall be determined by **their** service and the job classification within which **they are** normally employed for the greater part of **their** time, provided **the employee** satisfactorily performs the required work on a regular basis.

A new employee shall become eligible to receive the rate of the job group or classification for which **they were** hired, less the differential for new employees as applicable, when qualified.

An employee who is regularly assigned to work within a higher rated job group or classification will receive the higher rate when qualified.

2. "Qualified" as used above shall be interpreted to mean ability to regularly perform the job(s) without instruction or assistance. Except by agreement with the Union, the period of qualifying shall not exceed six **(6)** weeks, after which the rate shall be paid.

This **Appendix "A" (2.)** is subject to the application of **Appendix "A" (3.)** below as it pertains to employees who have not reached the base rate.

3. New maintenance journeymen shall receive a starting rate of **ninety (90%) percent** of the rate of the job or jobs they perform. Automatic increases of **five (5%) percent** will be granted on the completion of each five (5) months' service, until the employee achieves the journeymen rate of pay.
4. When an employee is required temporarily to fill a higher-rated classification, **they** shall receive the higher rate, but if required temporarily to fill a lower-rated classification, **they** shall receive **their** regular rate.
5. When an employee is transferred to a lower-rated classification,

their rate shall not be reduced for a period of six (6) weeks including lay-off, after which the lower rate shall prevail, except when such transfer is the result of inability to perform the job, health, or request, in which case the lower rate shall apply immediately.

This will confirm our understanding with respect to the application of Appendix "A" (3.). (New hire starting rate) of the Collective Agreement as it pertains to part-time employees.

Twenty-five (25) months' service shall be interpreted to mean **four thousand three hundred thirty-five** (4,335) hours of work. Five (5) months' service shall be interpreted to mean **eight hundred sixty-seven** (867) hours of work.

6. Part-time employees will receive a starting rate of **seventy** (70%) **percent** of the rate of the job or jobs they perform. Automatic increases of **five** (5%) **percent** will be granted on the completion of each **eight hundred sixty-seven** (867) hours service. After **four thousand three hundred thirty-five** (4,335) hours they will receive the rate of the job or jobs they perform as set out in Appendix "A" of the Agreement.

Part-time employees whom the Company decides to offer full-time employment, will receive service credit towards the full-time new hire starting rate, on the basis of their total number of part-time hours worked divided by **forty** (40).

For the purposes of wage progression, summer students will receive credit for hours worked in consecutive employment terms. A casual employee will remain at the starting rate as long as **they are** employed on a casual basis. Hours worked as a casual employee will not be considered if such casual employee is subsequently hired as either a full-time or part-time employee.

Summary of Job Groups Production

GROUP P-1

All jobs not assigned to the Groups below shall be considered to fall in Group P-1, including but not limited to:

- Laundry Operator
- Housekeeper
- Box Room Operator
- Evis Labourer

GROUP P-2

- Scale Operator
- Power Jack Operator
- Forklift Operator
- Cut-Up Operator
- Knife Sharpener
- Ground Thigh Operator
- Whole Bird Bagger
- Whole Bird Metal Detector
- Grassilli Operator
- **Auto Labeler Operator**

GROUP P-3

- Sanitation
- M.S.M Operator
- CFIA Accredited MPIP Tech
- Cooler Person
- PAL

GROUP P-4

- Shippers (start at **fifteen** (15) month progression)
- Receivers (start at **fifteen** (15) month progression)

GROUP P-5

- Live Poultry Hanger
- Lairage Monitor
- Live Poultry Receiver
- Tray Pack Operator
- MSM Operator

GROUP P-6

- Service Technician Level 1

GROUP P-7

- Service Technician Level 2

Service Technicians

Dedicated technicians who would be able to do a certain amount of non-ticketed maintenance to the machines within the production floor.

Maintenance Helper

Employees who do not have a valid trade ticket or certificate and who are not in an apprenticeship program. Employees in this classification must have the necessary skills, ability, and mechanical aptitude to assist qualified maintenance personnel with their duties.

4th Class Stationary Engineer, Journeyman Tradesperson (with either a Provincial or Inter- Provincial Ticket) or a 3rd Class Stationary Engineer.

- Employees employed in an Apprenticeship Program approved by the Alberta Career Development and Employment Dept. Will receive rates of pay and pay increases based on experience in the trade.
- Apprentices in the **three** (3) year Trades will be paid a percentage of the wage rates established in the Collective Agreement under M-3.

- Year One – **seventy-five** (75%) **percent**, Year Two – **eighty** (80%) **percent**, Year Three – **ninety** (90%) **percent**.
- Apprentices in the **four** (4) year Trades will be paid a percentage of the wage rates established in the Collective Agreement under M-4, Year one – **sixty** (60%) **percent**, Year Two – **seventy** (70%) **percent**, Year Three – **eighty** (80%) **percent**, Year Four – **ninety** (90%) **percent**.
- Employees who are dual ticketed will receive a premium of **one** (\$1.00) **dollar** over the single ticket rate.

The Company commits to continuously hire to fill budgeted number of skilled trades positions in the plant.

Following ratification, the Company will make offers of employment to existing contractors still working at the plant to supplement full-time vacancies in the Maintenance department. Should any of these contractors refuse an offer of full-time employment, the Company will immediately seek to recruit a suitable qualified person to fill the vacancy.

In the event the Company requires outside services in the Maintenance department the following relevant factors will be taken into consideration: i.e. availability of required skills, duration, and frequency of the work required, urgency of the work required, cost, and availability of equipment.

When the Company determines there is a need for such outside service that have direct impact on the Maintenance department, the Company will first meet to discuss with the Union to foster an amicable relationship of having the work performed by outside contractors, which may include the use of Maintenance Helpers or Apprentices. If such Helpers or Apprentices are required, the Company will post and accept applications from within the plant employees' base for these positions. The Company will support Maintenance Helpers pursuing the Apprenticeship program for required trades.

Appendix “B” – Maintenance Wage Survey – Edmonton

In order to establish rates of pay for the Maintenance Ticketed Journeyman the Company will conduct an annual maintenance wage survey comprised of **ten** (10) relevant labour market competitors (This list can only be amended by mutual agreement). The purpose of the survey is to ensure that Maintenance Ticketed Journeymen, employed, are competitively paid so that the Edmonton Plant attracts and retains its skilled Maintenance workforce.

1. Companies in Industries that are in direct competition for skilled trades within the City of Edmonton, but may also include companies which operate outside the immediate geographic area.
2. A selected company must be able to verify and validate the wage information.
3. The selection of companies will not be used for the purpose of manipulating the outcome of the survey.
4. The companies surveyed will employ certified skilled trades performing work consistent with that certification.

The positions of the required licensed skilled trades, as determined by the Company will be benchmarked at each of the identified companies. The highest and the lowest rates will be removed, and the remaining rates averaged. If this average is more than **three (3%) percent** above the Company rate of the same position, then the Company rate will be adjusted to the average.

In order to continue receiving the benefit of the Maintenance Wage Survey rate, the respective employees must continue to commit to upgrading their skills to ensure they are working towards proper certification in the jobs they are performing. This survey will be completed in November of each year and any adjustments will be effective the first pay period in January of the following year.

Any rate adjustment as a result of the Maintenance Wage Survey will be

in addition to the negotiated increase.

Maintenance rates established under the provision are not subject to the grievance or arbitration process.

Maintenance Wage Increases

In the event that the **C**ompany is unable to attract an adequate number of qualified skilled trades (M4) employees with the increases generated through the wage survey, the **C**ompany shall have the discretion to implement a further increase for all employees in the required classification after discussion with the **U**nion.

Any rate adjustment as a result of the survey will be in addition to the negotiated annual increase and shall form part of the Collective Agreement.

Letters of Understanding

Letter of Understanding #1 – Plant Closure

In the event of complete plant closure or substantial reduction of the workforce, the Company will set up a joint Union/Management Plant Closure Committee. This committee will consist of the following individuals:

1. For the Union – up to three **(3)** members designated by the Union.
2. For the Company – up to three **(3)** members of **Management**.

This committee will deal with the various issues concerning employees and their Company will make a sincere effort to give as much notice as possible in the event of a complete plant closure.

Letter of Understanding #2 – Halal Slaughter

The Company prefers to have work done by its employees, however, in the case of hand slaughter that must meet the requirements of an external sanctioning body that supports the Company's Halal product claim; the parties agree that this work will be done by an external service. The Company will remit to the local Union the dues as per the current Union Dues policy. This agreement will expire at the end of the current **Collective Agreement**.

Letter of Understanding #3 – Reimbursement of PCF Forms

When the Company requests a PCF document from an employee the employee will be reimbursed for the reasonable and customary costs, to a maximum of **sixty** (\$60.00) **dollars**. The **Union** agrees that it will work with the Company to resolve concerns with any physician participation or other reasons for insufficient documentation.

Letter of Understanding #4 – Shift Configuration

The Union agrees that the Company can introduce different shift configurations and the parties will meet to discuss the impacts on the bargaining unit.

Letter of Understanding #5 – Article 2.02

The Parties recognize that it is paramount to continue having robust conversations on an ongoing basis pertaining to Article 2.02. Both the Company and the Union recognize that it is antithetical for excluded ***bargaining*** unit personnel to perform bargaining unit work on a regular basis. ***Both parties also*** recognize that such work may happen, some examples include training, emergency conditions, and ***necessary*** washroom relief. ***The plant Manager and VP of HR will ensure that all applicable personnel understand the significance of a violation to this LOU.*** The parties commit to work collaboratively together to address issues that arise.

Letter of Understanding #6 – Article 14.02 Operatorial Needs During Vacation Booking

Whereas the Company raised concerns regarding **Article 14.02** and the impact to business operations, the Parties agree to meet annually prior to the scheduling of vacation to discuss potential business operational impacts due to increased inactive team members.

Letter of Understanding #7 – Article 12.07

Employees that hold more than two (2) training opportunities during the 2020-2023 Collective Agreement will be grandfathered in during the 2023-2026 Collective Agreement. Prior to August 1st, 2025, those who were grandfathered must decide which two (2) opportunities they would like to hold. August 1st, 2026, they will only hold the selected training opportunities.

Letter of Understanding #8 – Article 10.07

The Union and Company had a robust conversation surrounding the current practice as it pertains to how breaks are to be approached during shorter days.

The Company will educate all leaders as to what this current practice is.

The parties agree to meet quarterly for the first six (6) months into the Collective Agreement duration to discuss any situation and/or review feedback on the current practice.

After six (6) months, the parties may elect to:

- (a) Continue to meet quarterly;**
- (b) If issues stemming from the current practice are continuously arising for the employees, and is acknowledged by the Company, a new Letter of Understanding with the intent to address the issues will be drafted.**

This meeting will include the members of the Joint Labour Management committee, a Director from UFCW Local 401 and the Maple Leaf Vice President of Human Resources or delegate.

Letter of Understanding #9 – Walking Steward

As part of the ongoing training, education, and representation of the membership, the Company agrees the Union may appoint a Steward who will be dedicated for five (5) days per week towards the use of Steward's duties for the use of the Union in the Maple Leaf Edmonton facility.

Walking Steward(s) will remain covered by the Collective Agreement with respect to all terms and conditions of employment. The Walking Steward's wages will be paid by the Company. Costs associated with the Walking Steward will be reimbursed in accordance with Article 3.01 (f).

Walking Steward(s) will maintain their seniority in their department and may exercise their seniority as per all relevant articles of the Collective Agreement including overtime and job postings.

The parties agree to meet upon request to resolve issues that may arise with the administration of this Article.

Letter of Understanding #10 – Employee Rights

The Company is committed to complying with the terms and conditions of the Collective Agreement.

The Company agrees to treat all employees with dignity and respect in accordance with our Maple Leaf Foods Respectful Workplace and Occupational Health and Safety Policies as well as Alberta Employment Standards, Human Rights Code, Labour Relations Act, Occupational Health and Safety Act, Workers Compensation Act.

(a) The right to a safe workplace and the right to be free from

discrimination, intimidation, retaliation, and harassment as noted in our Maple Leaf Foods Respectful Workplace Policy.

(b) The right to necessary training, compensation for work performed and the right to statutory benefits, rights, and other privileges as noted in the Alberta Employment Standards Act.

(c) The right to reasonable information regarding workplace rights, obligations, policies, and rules and the right to safe and necessary equipment as noted in our Maple Leaf Foods Occupational Health and Safety Policy.

(d) The right to participate in lawful Union activity.

Letter of Understanding #11 – Trainer Program

The Company and the Union agree to meet within sixty (60) days of ratification to discuss the trainer program. A maximum of three (3) bargaining unit employees and three (3) Management representatives may be part of this discussion.

Letter of Understanding #12 – Workplace Collaboration Committee

After multiple days of negotiations, the parties engaged in discussions related to plant issues and operations. As a result, the Company and the Union have agreed to form a new committee whereby employees can bring forward concerns or issues to be discussed with senior Management.

The Company and the Union will;

- Establish a collaborative committee to engage in discussions and consider operational concerns within the plant;***
- Have a maximum of three (3) members from each party on the***

committee unless otherwise agreed to at the discretion of the Company;

- ***Meet as soon as reasonable upon ratification of the contract within two (2) months;***
- ***In addition, the committee will have MLF Corporate representative and a UFCW Local 401 representative or delegate.***
- ***Meet on a quarterly basis.***

Signed this _____ day of _____, 2025.

For the Company:

For the Union:

Company Committee:

Union Committee:

Maria Clark
Christine Law
Dezi Singh

Susan Bellhouse
Jaspal Chahal
Manwinderjeet Chhina
Satwinder Deol
Jaswinder Doad
Dulce Espejo
Sukhjeet Kainth
Harjit Mangat
Abdul Mohammed
Carlos Munoz-Lobato
Saeed Muse
Sundresan Reddy
Macartor Ramos
Hari P. Shankar
Sukhwinder Singh
Matt Gilks
Linda Mariani
Chris O'Halloran

This Agreement was ratified on ***February 4th, 2024***