COLLECTIVE AGREEMENT

BETWEEN

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

AND

Sofina Foods Inc. (Lilydale Division)
North Plant Edmonton, Alberta

Renewal: March 31st, ***2028***

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Purpose of Agreement

It is the intent and purpose of the Parties hereto that this Agreement will promote, improve, and maintain industrial, economic, and harmonious relations between the Union, the employees, and the Company, and to set forth herein the agreement between the Parties covering rates of pay, hours of work, and conditions of employment, to be observed by the Company, its employees, and the Union during the term hereof. In administering this Agreement, the Company shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.

Article 1 – Recognition and Jurisdiction

1.1 Bargaining Agency and Unit

The Company recognizes the Union as the sole agency for the purpose of collective bargaining of all employees in the Plant operated at Edmonton, Alberta as more particularly set forth in the certification granted the Union by the Labour Relations Board in the Province of Alberta.

Article 2 – Union Security

2.1 The Company agrees that the Union membership is a condition of employment for all employees in the bargaining unit.

The Company shall be free to hire new employees who are not members of the Union, PROVIDED said non-members, whether part-time or full-time employees, shall be eligible for membership in the Union, and shall make application on the first (1st) day of employment, and become members within thirty (30) days. All employees shall pay to the Union the regular dues.

Employees hired through an outside agency and maintain employment after thirty (30) days shall pay dues retroactive to first (1^{st}) day of employment.

2.2 The Company agrees to provide each new employee at the time of employment with a form outlining to the employee, their responsibility in regard to Union membership, and to provide the Union in electronic form with the name, phone number, address, and department of each employee to whom they have presented the form letter, along with the employee's date of hire. The Company further agrees to provide the Union, once a month, with an updated list containing changes in employee name, address, phone number, and department.

The Union shall bear the expense of printing the forms, the contents of the forms to be such that it is acceptable to the Company. The Company further agrees to provide the Union, once a month, with a list containing names of all employees who have terminated their employment during the previous month. The Company further agrees to provide the Union, once per month, with a list containing names of all employees on a leave of absence, including the last day worked, type of leave, and return to work date, in electronic form.

The Company will supply a report to the Union monthly containing the following information:

(i) Full Name;
(ii) Employee Number;
(iii) Status (Full-Time, Part-Time, Active, Inactive);
(iv) Classification;
(v) Date of Hire;
(vi) Union Seniority Date;
(vii) Home Address;
(viii) Phone Number;

(ix) Current Rate of Pay.

2.3 The Company agrees to deduct from the wages of each employee upon proper authorization from the employee affected, such initiation fee, monthly dues, assessments, or other deductions as are authorized by the Local Union or upon request of the employee affected where no notification from the said is received.

Notification of any change in dues or assessments as aforesaid to be given by the Secretary-Treasurer of the Union.

The money deducted during the month shall be forwarded by the Company to the Secretary-Treasurer of the Union, not later than the tenth (10th) day of the following month, together with a written statement of the names of the employees for whom deductions have been made, ***total regular hours for each week, and regular dues, initiation fees, and assessments***. The Company further agrees to provide the statement to the Union in electronic form.

The parties agree that should the Union require a dues structure that creates a new administrative process for the Company, the parties will meet to discuss and explore opportunities for a resolve.

2.4 The Company agrees that only employees included in the bargaining unit shall perform any of the work coming within the jurisdiction of this Agreement.

Supervisors and those above rank of Supervisor shall not assume duties that are performed by members of the bargaining unit except where such duties are limited to occasional work, negligible in amount, to overcome production difficulties caused by absence of an employee or in an emergency. An emergency is where there is an accident, urgent work necessary to the Plant or machinery, or other unforeseeable or unpreventable circumstances and only so far as to avoid serious interference to the business. In the case of an absent employee, the Company will obtain a replacement within two (2) hours unless qualified replacement is not available.

2.5 __Walking Stewards__

In the spirit of promoting positive labour management relations, the parties will agree to a new Letter of Understanding to pilot a part-time Walking Steward for the life of this Collective Agreement. This representative will be excused for four (4) hours consecutively off per week on Wednesday mornings between 8:00 a.m. and 12:00 p.m. and be paid by the Company their regular wages which the Union will agree to reimburse the Company including the payroll burden costs. Where the purpose is to promote harmonious labour management, this person will participate in the following committees as part of their role:

- ***Culture Committee;***
- ***Weekly HR Plant Tours;***
- ***Joint Labour Management;***
- ***Attendance Management Meetings;***
- ***Step 2 grievance meetings;***
- ***Occasional Daily Directional Setting (DDS) meetings as requested;***
- ***Any other duties as mutually agreed upon between the Union and Management.***

This new role will be posted by the UFCW 401 Union and selection will be made by the Union through an interview process.

Either party will have the right to end this Letter of Understanding by providing the other party a minimum of sixty (60) calendar days' notice or at the expiry of the Letter of Understanding

2.6 ***<u>Education and Training Fund</u>***

The Company agrees to make contributions to the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund in the amount of five ($0.05) cents per hour for every hour worked by members to a maximum of forty (40) hours per week. In return, the Union commits to improving training, including Steward Training for members of the bargaining unit.

2.7 ***The Union will provide four (4) lockable bulletin boards which will be installed by the Company in four (4) conspicuous, mutually agreed locations in the Plant. The Union Representative and the Shop Steward(s) will have the only keys, but it is understood that only Union sanctioned materials shall be posted. The bulletin board is for Union posting notices of official Union business information only and not to be used for discriminating or political propaganda. All such notices shall be submitted to the Plant Manager or their designate for approval before posting. The Union will be responsible for the maintenance and the repair of the bulletin board.***

2.8 <u>Union Labour Relations Officer Calling on Plant</u>

Any authorized Union Labour Relations Officer may, upon receiving permission from the Company, enter the Plant, providing however, the said representative shall not unduly occupy the time of employees during working hours.

In the event that the Company deems it necessary to meet with an employee away from their work station, the employee will be accompanied by a Shop Steward.

When an employee is being interviewed where such interview could lead to disciplinary action, is issued discipline, or is suspended or discharged, they shall be entitled to a Shop Steward. The Parties agree that if there is an urgent issue that is required to be addressed immediately or a situation escalates the Steward that is readily available will be utilized to deescalate and facilitate a discussion. Once the meeting escalates to a formal meeting, the employee will be asked which Steward present on the shift that they want to represent them. The Company will make sure that Steward is called to represent that employee subject to operational requirements.

Shop Stewards shall not leave their work to process or deal with any matter without first advising and receiving approval from their immediate Supervisor. The Company shall exercise reasonableness in their handling of such requests.

2.9 Recognition of Shop Stewards

(a) Shop Stewards may be elected or appointed by the Union from time to time and the Company shall be notified by the Union of such elections or appointments. The Company agrees to supply all Shop Stewards with a yellow colour hard hat.

(b) Complaints and grievances of a minor or emergency nature, may be submitted verbally by the Shop Steward to the designated representative of the Company prior to processing in the manner outlined in Articles 17 of the Collective Agreement.

(c) A Shop Steward may raise issues with the Human Resources Manager, or in their absence, the Plant Manager, at a time suitable to both Parties which may include time during regular working hours.

(d) When a Shop Steward is investigating issues on Company time, they will first notify the Human Resources Manager or in their absence the Plant Manager. The time chosen for the investigation of the issues must be acceptable to the Company; however, the Company will exercise reasonableness in the handling of such requests. The length of time involved in investigating the issue, on Company time, will be that which is considered reasonable by both the Shop Steward and the Plant Manager.

(e) It is agreed that the Shop Steward and Plant Manager will make every effort to resolve the issue as quickly as possible.

(f) It is agreed that, as far as possible, the handling of issues will be confined to such times that will minimize any interference with the operations of the Company.

(g) A Shop Steward, or their designate, shall be allowed to participate in the New Employee Orientation sessions as follows:

    (i) At the end of each session the Union will be allowed fifteen (15) minutes of paid time to address the new employees.

(h) Shop Stewards will not suffer discrimination with respect to any condition of employment (including transfers) by reason of their involvement in lawful Union activities.

2.10 The Company agrees to display the Union Decal on the employee entrance. The Decal shall be furnished to the Company free of charge by the Union.

2.11 The Company agrees to provide copies of all attendance or discipline letters to the Union.

2.12 <u>Joint Union/Management Labour Relations Committee</u>

The Parties agree to set up a Joint Union/Management Labour Relations Committee. This committee will be composed of the following individuals:

(a) For the Union – Up to a total of three (3) members of the Union as designated by, and including, the Union Labour Relations Officer.

(b) For the Company – Up to three (3) members of Management.

This committee will meet on a monthly basis to review issues of concerns to both Parties, where possible.

<u>Article 3 – Basic Work Week and Overtime</u>

3.1 Forty (40) hours per week, consisting of five (5) days of eight (8) hours each, Monday to Friday inclusive, shall constitute the basic work week. All time paid in excess of the daily hours, or the basic work week shall be paid at the rate of one and one-half (1 1/2X) the regular hourly rate. The Company will pay double (2X) time on all hours worked over ten (10) hours per day or forty-five (45) hours per week only to all employees hired prior to the date of ratification for the 2019 – 2024 Collective Agreement.

(a) In a week in which one (1) Statutory Holiday occurs, employees shall receive forty (40) hours pay at straight time rate and work thirty-two (32) hours.

In a week in which two (2) Statutory Holidays occur, employees shall receive forty (40) hours pay at straight time rate and work twenty-four (24) hours.

(b) Scheduled overtime shall be filled by department seniority. The most senior qualified employee in the department shall have the first opportunity to declare their availability by signing a sign-up sheet.

Incidental overtime necessary to complete a regular scheduled day's production and unscheduled overtime of less than thirty (30) minutes, due to breakdowns after the second rest period will be offered first to the employees currently performing the duties. Any overtime in excess of thirty (30) minutes will be considered scheduled overtime.

If there are insufficient volunteers for overtime, then the selection of employees shall be on a reverse seniority basis in the department, subject to their qualifications.

If a senior qualified person is missed in this procedure, that employee shall be paid an amount of overtime equal to the amount that was missed.

Departments are defined as follows:

Live Haul Drivers
Live Receiving & Live Processing
Evisceration
Packaging/Production
Shipping & Delivery Drivers

Sanitation
Maintenance

(c) Production Set-up

The Company, not the bargaining unit members, will determine the amount, nature, and timing of set-up work required prior to the commencement of a production shift, if any. Where production set-up work is required, it will be posted and awarded to the senior qualified employee and paid at one and one-half (1 1/2X) times the regular hourly rate only where the employee works more than eight (8) hours in a day when the set-up work and regular shift are combined.

3.2 The basic workday shall be between 4:00 a.m. and 5:00 p.m. and work performed before 4:00 a.m. and after 5:00 p.m. shall be paid at the overtime rate set out in this Agreement.

(a) For all employees hired prior to the date of ratification for the 2019 – 2024 Collective Agreement, all work performed on Saturday shall be paid at one and one-half (1 1/2X) times the hourly rate for the first four (4) hours and double (2X) time the hourly rate or all time after four (4) hours. For all employees hired after the date of ratification for the 2019 – 2024 Collective Agreement, all work performed on Saturday shall be paid at one and one-half (1 1/2X) times the hourly rate.

(b) For all employees hired prior to the date of ratification for the 2019 – 2024 Collective Agreement, all work performed on Sunday shall be paid at two (2X) times the hourly rate. For all employees hired after the date of ratification for the 2019 – 2024 Collective Agreement, all work performed on Sunday shall be paid at one and one-half (1 1/2X) times the hourly rate. If an employee reports for work when ordered to do so on the above day they will be given a minimum of four (4) hours' work or four (4) hours pay at their applicable rate of pay for that day.

3.3 Sanitation, Shipping & Receiving, and Maintenance

The basic workday may have varied starting and quitting times providing these hours do not exceed forty (40) hours per week consisting of five (5) consecutive days of eight (8) hours each, with a two (2) day break between work weeks.

All time worked in excess of the daily hours of the basic work week as set out in this Agreement shall be paid as per Article 3.1.

Employees shall have their work schedule of hours and days posted in an appropriate place at least one (1) week in advance.

The schedule of an employee may only be changed in the event of an unscheduled absence of other employees or in the event of emergencies such as fire, flood, or breakdown in machinery.

Shift changes required by the Company shall be posted and be awarded to the most senior applicant.

Days of rest will be consecutive, unless mutually agreed otherwise for all employees hired prior to the date of ratification for the 2019 – 2024 Collective Agreement, all work performed on the first day of rest shall be paid at one and one-half (1 1/2X) times the hourly rate for the first four (4) hours and double (2X) time the hourly rate for all time after four (4) hours. All work performed on the second day of rest will be paid two (2X) times the hourly rate.

For all employees hired after the date of ratification for the 2019 – 2024 Collective Agreement, all work performed on the first or second day of rest shall be paid at one and one-half (1 1/2X) times the hourly rate.

3.4 Employees who are recalled to the Plant following their completed shift will be paid a minimum of four (4) hours as set out below, except where the time overlaps with the next scheduled shift. Employees hired prior to the date of ratification for the 2019 – 2024 Collective Agreement shall be paid the four (4) hours at double (2X) their hourly rate. Employees hired after the date of ratification for the 2019 – 2024 Collective Agreement shall be paid the four (4) hours at one and one-half (1 1/2X) times their hourly rate.

3.5 Shift Premium

The Company agrees to pay a premium to all employees working shift work on any other shift than the normal day shift. The Company will pay ***sixty ($0.60)*** cents per hour effective the date of ratification. This premium shall not be considered as part of such employees' basic rates.

3.6 Freezer Premium

Employees specifically assigned to ***work in*** the blast freezer ***or freezer for periods of more than one (1) consecutive hour*** will be paid a freezer premium of ***fifty ($0.50)*** cents per hour worked. For the purpose of this ***A***rticle, ***working in*** the blast freezer ***or freezer*** is rotating the product ***and working for periods of more than one (1) consecutive hour***, emptying the blast freezer ***or freezer***, slotting product, and rotating inventory. This premium shall not be considered as part of the employees' basic rates and in no case will there be duplication or pyramiding of overtime or any other premium compensation.

3.7 Time Recording

The Company agrees to provide time recording devices to enable employees to record their hours worked for payroll purposes. Employees shall record their own time at the time they commence and finish work.

Early starts and late finishes will be initialed by the Foremen on a daily basis. Payment shall be to the minute.

3.8 It is agreed between the Parties time off shall not be given in lieu of overtime pay.

3.9 Daily Guarantee

Each employee called for work shall be entitled to four (4) hours work or four (4) hours pay for that call, if there is no work available. Upon reporting for work, as scheduled, all waiting time shall be paid at the regular rate of pay.

3.10 Rest Periods

Daily hours of work shall be consecutive with the exception of a fifteen (15) minute rest period to commence not earlier than one and one-half (1 1/2) hours nor later than two and one-half (2 1/2) hours after the start of their shift. Meal periods shall not exceed one (1) hour. Employees working one and one-half (1 1/2) hours or more in the afternoon shift of their regular scheduled workday, shall be given a fifteen (15) minute rest period to be taken not earlier than one and one-half (1 1/2) hours nor later than two (2) hours following the lunch period. If an employee is entitled to receive a fifteen (15) minute rest period and is sent home before the break, they will receive pay for such time without having to wait in the coffee room. Employees shall not be required to work more than five (5) hours without a first meal period and an additional four and one-half (4 1/2) hours without a second meal period.

An employee required to work in excess of the first five (5) hours or the second four and one-half (4 1/2) hours will be paid two (2) times their regular rate for all time worked until the meal period is granted. An employee required to work in excess of the second four and one- half (4 1/2) hour portion of shift, the Company will allow thirty (30) minutes with pay at the rates paid for that period for such meal period. The employee shall have the choice of a hot meal or ***twelve ($12.00)*** dollars on their next cheque. Poultry ***Live Processors*** shall have adequate time for personal cleaning before all rest periods and meal periods.

3.11 Work Schedule

Scheduled hours of work (starting and quitting) shall be posted no later than the employee's lunch break for the following day.

Notice of overtime shall be posted before the employee's lunch break, with approximate quitting time.

Employees needed in a department other than their regular department will be told before lunch break.

3.12 In the event there is not sufficient work in a department, the senior qualified employee(s) shall have the opportunity to remain to perform the work made available by the most junior employee's workday ending, subject to Article 19.

Article 4 – Seniority

4.1 When an employee has completed ninety (90) calendar days in the service of the Company or any extended period mutually agreed upon by the Union and Management, they shall be granted seniority from date of hire.

4.2 The Company shall maintain and post a seniority list every three (3) months for all employees and this list shall be available to all employees for reference at any time during working hours. A copy of the said seniority list ***is*** to be forwarded to the Union office.

4.3 Length of continuous service with the Company shall be the deciding factor governing lay-off and re-employment after lay-off. Employees may choose to go on lay-off as opposed to accepting a position to which they would bump. Employees recalled to a department other than the department where the lay-off originated shall have the option of accepting the employment or continuing on lay-off until such time as they are recalled to the department from which they were laid off.

The employees who accept employment in a department other than the department where the lay-off originated, shall be temporarily transferred to the department in which they are now employed, until they refuse a recall into their regular department, or a period not to exceed eighteen (18) months from date of lay-off.

As an exception to the above, lay-off of employees in the Maintenance, Shipping & Delivery Drivers, Live Haul Drivers, Evisceration, Sanitation, or Live Hang classifications shall be determined by the length of continuous service with the Company of those employees in the Maintenance, Shipping & Delivery Drivers, Live Haul Drivers, Evisceration, Sanitation, or Live Hang departments.

4.4 By local arrangements between the Company and the Union, 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 the day prior. A list of the names shall be forwarded to the Union within one (1) working day of notification.

4.5 Promotions shall be defined as a transfer to a position paying a higher rate, and no employee shall be considered as being demoted unless they are transferred to a position paying a lower rate.

4.6 If an employee is absent from work because of sickness or accident they shall not lose seniority rights and shall return to the position held prior to their absence when capable of performing their duties. It shall be the duty of each employee so absent to notify the Company of the reasons of the absence, and how long their absence will last. Where the employee fails to do so the Company may, at its' discretion, request the employee to verify their absence. At all times, the employee is required to participate fully and in good faith in the accommodation process.

4.7 New employees will be on probation for a period of ninety (90) calendar days or any extended period mutually agreed upon by the Union and the Company during which time they may be laid-off without reference to seniority and the Company is under no obligation to re-hire such employees. ***A probationary employee may be discharged at the sole discretion of the Company.*** The termination of a probationary employee shall not be the subject of a grievance, ***but the Company may have a Shop Steward present. T***he Company shall act reasonable, non-discriminatory, fairly, and in good faith. ***When a probationary employee is terminated, they will be provided with a probationary release letter which will be copied to the Union.*** All employees retained beyond the ninety (90) calendar days probation period shall become regular employees and entitled to seniority in accordance ***with*** the length of service and entitled to all benefits under this Agreement and may be discharged only for just cause. In the event that it is found that an employee is wrongfully fired, they shall not suffer any loss of seniority, if reinstated as an employee. Any employee with ninety (90) or more calendar days of service with the Company who is laid off, terminated, or terminates voluntarily and is rehired within one (1) year, shall receive the rate of pay for the job classification as specified in Appendix “A” of this Agreement.

4.8 The words “qualified” or “qualifications” as used in this Agreement shall be interpreted to mean ability to regularly perform the job without assistance.

4.9 Job Postings

When job vacancies occur and the Company requires replacements, and when the Company creates new jobs, they shall be posted on the bulletin board for a period of four (4) working days during which time written applications may be made by the employee. ***Postings will include a description of the job, the shifts, and the hours of work and rate of pay.*** Copies of all such postings ***with the list of names*** will be sent to the Union. The most senior applicant within the Plant shall receive such job posting. ***Ability being sufficient after a reasonable trial to do the job, seniority shall prevail.*** If no suitable applications are received, then the Company may hire a person to fill the job. It is understood to apply for a posting in the Maintenance, Live Haul Drivers, and Shipping & Delivery Drivers, an employee must be qualified.

Temporary appointments may be made by the Company pending receipt of applications.

All permanent jobs will be posted.

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

An employee receiving a new job posting will be on a trial basis for up to twenty (20) days worked. If they cannot perform the job satisfactorily, they shall be returned to their prior job, or the employee may return to the former job if they are not satisfied. ***The next senior applicant will be selected from the original posting if the vacancy occurs within twenty (20) days. Vacancies after twenty (20) days must be reposted.***

An employee who will be absent for vacation for up to six (6) weeks may submit a written application prior to leaving for a specific position which may be posted during their absence. The application will be void at the conclusion of the scheduled absence.

4.10 Promotions and Job Assignments

(a) The Company agrees that all promotions and job assignments involving an increase in pay will be based on seniority of the employee affected, provided qualifications and ability are comparatively equal.

(b) Employees required to temporarily fill a higher rated job, shall receive the classified rate for balance of the shift, but if required temporarily to fill a lower rated job, shall receive their regular rate of pay.

(c) Where an employee is offered a permanent supervisory 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 their former position with no loss of seniority.

This provision is restricted to be used only once by an employee during their employment with the Company.

4.11 An employee shall not lose seniority rights if they are temporarily absent from work because of illness, accident, or leave of absence or is laid off.

An employee shall lose their seniority and employment in the event the employee:

(a) Is discharged for just cause;

(b) Resigns;

(c) Is laid off and fails to report for work within three (3) working days after being notified in writing by certified mail to do so. It shall be the responsibility of the employee to keep the Company informed of their current address and telephone number.

(d) Is laid off for a period exceeding eighteen (18) months.

(e) Is absent from work due to illness or accident ***more than*** twenty-four (24) months and does not demonstrate a reasonable return to work in the near future.

(f) Intentionally and knowingly acts creating an animal welfare issue.

(g) Is absent from work for three (3) consecutive days without notifying the Company and providing a reasonable explanation.

4.12 After absence due to injury or illness the employee must be returned to their job without loss of seniority when capable of performing their duties provided two (2) years have not elapsed between the return and the last day worked, in the case of compensable accident and one (1) year in the case of illness or non-compensable accident.

Upon recuperation from an extended absence the employee will give the Company one (1) weeks' notice of their intention to return to work.

If there is a reoccurrence of the illness or injury that caused the original absence within one (1) month from the date of return then the absence is considered to have continued. It is understood that the actual time worked will be added to the time limits specified above before the termination is effected.

4.***13*** <u>Bidding for Vacancies - While Away on Vacation</u>

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

4.***14*** Each January the Company will post a request for employees to indicate their desire to ***receive training in specific jobs and departments***. Employees will be selected by seniority ***to receive the training***. In the event the list becomes insufficient for the needs, the Company may post again during the year. Employees may choose to remove their name from the list at any time.

An employee who has received the training cannot turn down work opportunities in the specific job for which they are qualified for a period of two (2) years following the training.

An employee may add their name to the list after the posting is closed, however they will not displace an employee who is already in an assignment or being trained for a particular position.

Article 5 – Leave of Absence

5.1 Requests for leave of absence extending over a period of more than one (1) week must be received in writing, and in no case to exceed three (3) months, provided however, that it may be extended by Parties hereto. The Company will return their answer to a request in writing within seven (7) days. Absence without cause shall constitute grounds for dismissal.

5.2 Leave of absence without pay may be granted, by mutual agreement, in addition to regular vacation, however, employees with four (4) or more years seniority may request and shall be granted two (2) weeks of unpaid leave in addition to their regular vacation. Request for leave of absence must be submitted with the vacation requests as outlined in Article 8.3. Requests for leave of absence shall be made in writing stating reasons, therefore. Leaves of absence for extended vacation shall not be granted during July and August.

This request shall be limited to once every four (4) years with a limit of nine (9) ***people***.

5.3 Maternity Leave and Paternity Leave

Requests for maternity leave and parental leave will be granted upon application in writing with at least two (2) weeks' notice and will be administered as per the Alberta Employment Standards Act as may be amended from time to time, except where this Article provides for a greater right or benefit.

The employee will provide the Company with one (1) weeks' notice of their intent to return to work.

Upon return to work the employee will be reinstated and given credit for seniority accumulated from the date the leave of absence commenced until the date of the employees return to work.

An employee who is granted this leave will be responsible for the full cost of continuing the Company's group insurance package.

The Maternity/Parental leave shall be consecutive except when an employee is required to work additional hours to qualify under the Employment Insurance Act.

In addition to the foregoing parental leave permitted under the Alberta Employment Standards Act, the Company will provide one (1) day paternity leave, with pay, within one (1) week of the birth of a child. This leave is not applicable when the employee is absent from work as a result of being on vacation or a statutory holiday, is collecting weekly indemnity or Workers Compensation benefits, or is on leave of absence.

5.4 Bereavement Leave

(a) An employee shall be granted not less than three (3) days off from work, with pay, in the event of death in the immediate family, length of such leave shall be determined by the Company. The term immediate family shall mean son-in-law, daughter-in-law, stepbrother, stepsister, sister-in-law, and brother-in-law.

(b) Notwithstanding the foregoing, if the death is a case of spouse, father, mother, child, brother, sister, mother-in-law, father-in-law, stepfather, stepmother, stepchild, grandparents, or grandchildren, the employee shall be entitled up to five (5) days with pay and further consideration of leave of absence at the time of bereavement.

(c) Consideration will also be given with respect to travel time. Employee's day***s*** off or vacation will not be used to circumvent funeral leave.

(d) The Company agrees to include the common-law relationship of six (6) consecutive months or longer.

5.5 The Company agrees to grant necessary time off, without pay, and without loss of accrued seniority to any employee who is elected, appointed, or designated by the Union to attend a labour convention or to serve in any capacity on legitimate Official Union business, provided however, that sufficient notification is given ***to*** the Company so that such employee's position can be filled.

Where a leave of absence is granted to an employee by the Company, provided such leave does not exceed one (1) year, the employee shall suffer no loss of seniority for that period.

The Company shall pay the employee and invoice the Union for all lost time for employees on Union leave.

If the employee's leave exceeds thirty (30) consecutive calendar days, the Union will also be billed for the employee's benefit premiums.

5.6 Jury Duty

An employee summoned to jury duty or subpoenaed as a witness shall be paid the difference between the amount paid for such jury service and the amount of basic wages they would normally have earned had they been scheduled to work on such days. The employee shall report for work when not required by the Court providing there is not less than two (2) hours remaining in their normal work shift. Time worked on the job in excess of eight (8) hours combined with jury duty and time worked on the job in one (1) day shall be considered overtime and paid at applicable overtime rates.

Article 6 – Wages

6.1 The Company agrees that during such time as this Agreement is in force, it will pay all persons covered by the terms of this Agreement, not less than the regular hourly rates set forth in Appendix “A” of this Agreement and if any employee is receiving a wage in excess of the regular hourly rates contained in Appendix “A” of this Agreement such wage rates shall not be reduced by reason of the signing of this Agreement.

It is agreed that in the event that other work classifications other than those set forth hereto are instituted, the Company and the Union shall meet and negotiate a rate of pay for such employees.

Article 7 – Statutory Holidays

7.1 The following days shall be considered as paid holidays for all employees:

New Year’s Day	Labour Day
Family Day	Thanksgiving Day
Victoria Day	Remembrance Day
Good Friday	Christmas Day

Canada Day	Boxing Day
First Monday in August	

(a) All employees that have completed thirty (30) days worked shall be paid for the agreed holidays, subject to Article 7.1 (b), (c), and (d).

(b) Employees shall receive pay for Statutory Holiday or Holidays, provided they work their scheduled workday before and after the holiday unless absent by reason of bona fide sickness, accident, or emergency.

Employees who are laid-off shall receive pay for Statutory Holiday or holidays that occur within thirty (30) days of the lay-off commencing, such to be paid upon return from lay-off.

(c) If any of these days fall on Saturday or Sunday the following Monday shall be observed as the holiday.

(d) Any employee required to work on any of the above Statutory Holidays listed in the Agreement shall be paid at the regular rate for the Statutory Holiday, and in addition receive two (2***X***) times their regular rate for all hours worked on such a day.

(e) Employees who celebrate Christmas and New Years on different days because of different religious practices may request and will be granted time off without pay, subject to the operational requirements of the plant.

Article 8 – Vacations

8.1 Employees regularly working full-time shall receive vacation with pay in accordance with the terms of the following schedule setting out consecutive years of service.

Two (2) weeks' vacation after one (1) years' service
Three (3) weeks' vacation after four (4) years' service
Four (4) weeks' vacation after nine (9) years' service
Five (5) weeks' vacation after fifteen (15) years' service
Six (6) weeks' vacation after twenty (20) years' service

8.2 Vacation pay for each week of vacation shall be computed as the greater of:

(a) Two (2%) percent of the employee's total gross earnings on which they are eligible to receive vacation pay, or

(b) Forty (40) hours at the employee's current rate of pay subject to the following conditions:

The forty (40) hour calculation will be pro-rated over a fifty-two (52) week period when:

(i) the employee is taking holidays prior to their eligibility date (i.e. anniversary date).
(ii) the employee has been absent due to a leave of absence in excess of two (2) weeks during the anniversary year on which holiday pay is being paid.
(iii) the employee has been absent due to non-occupational illness or accident in excess of thirty (30) days during the anniversary year on which holiday pay is being paid.

(Note: the balance owing, if any, will be paid once the anniversary date is passed.)

It is understood that where less than twelve (12) months have elapsed since the employee last took vacation the forty (40) hours calculation referred to in part (b) above will be pro-rated over a twelve (12) month period.

8.3 (a) The selection of vacation period shall be on the basis of seniority in each department and the senior employee may be granted first preference. Vacations may be granted at any time subject to the demands of the business but the Company will make a sincere effort to grant vacations at the time requested by the employees. Vacations are to be taken in the vacation year. Where employees are entitled to three (3) or more weeks of paid vacation, such employees may only schedule two (2) weeks commencing in July and August.

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.

The Company further agrees where employees are entitled to three (3) or more weeks of paid vacation and request them to be taken in a period between the months of January 1st and April 30th of each year, the employees can take them consecutively ***with the exception of Festive Seasons (four (4) weeks prior to Easter, Thanksgiving, or Christmas where vacation allowance will be limited to five (5%) percent). Where possible, at the sole discretion of the Plant Manager, in excess of five (5%) percent will be allowed***.

Any vacations not booked by September 30th of each year may be scheduled by the Company. Any vacation request outside of the annual booking, as per Article 8.3 (c), must be submitted in writing no less than four (4) weeks prior to the proposed start of the vacation. Vacation requests submitted with less than four (4) weeks' notice will be granted only upon mutual agreement between the Company and the Union.

(b) After all holidays are assigned, the schedules shall be posted.

(c) For the purposes of planning and scheduling vacation, the vacation year shall be from May 1st to April 30th each year. Booking of vacations shall take place in the month of February.

8.4 When a Statutory Holiday occurs during an employee's vacation, they will receive pay for that Statutory Holiday before such vacation. When a Statutory Holiday occurs during an employee's vacation between October 1st and April 30th, they may request an extra day in lieu thereof. The granting of such request must be by mutual agreement. The request by the employee and the decision by the Company must be in writing.

8.5 Employees terminating their employment shall receive payment for vacation allowance on total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid.

Those entitled to less than:

two (2) weeks' vacation - 4%
three (3) weeks' vacation - 6%
four (4) weeks' vacation - 8%

five (5) weeks' vacation - 10%
six (6) weeks' vacation - 12%

Employees with less than one (1) year of service with the Company who are laid-off will be paid their accumulated vacation pay at time of lay-off (within two (2) weeks from date of lay-off), if such is requested, in writing, by the employee.

8.6 The Company agrees to provide each employee with a full accounting of their vacation pay calculation on an annual basis, once the employee has taken their complete holiday entitlement for the year.

Article 9 – Severance Pay

9.1 Employees regularly working full-time, upon termination by the Company, except employees terminated for proper cause, which shall include but not be limited to dishonesty, drunkenness, or drinking intoxicants during working hours, or insubordination, shall be given individual notice in writing or pay in lieu thereof as follows:

(a) One (1) weeks' notice in writing or pay in lieu thereof to those who have completed sixty (60) days service.

(b) Two (2) weeks' notice in writing or pay in lieu thereof to those who have two (2) years' service.

One (1) additional weeks' notice for each full year of service or pay in lieu up to a maximum of twenty-four (24) weeks.

At six (6) months, employees can choose to be terminated, and all monies owed will be paid out at that time.

9.2 <u>Complete Plant Closure or Substantial Reduction</u>

The Company shall give notice of its intention to close the Plant or reduce its active work force at the time of lay-off by more ***than*** fifty (50%) percent at least ninety (90) calendar days prior to such closure or reduction.

In case of plant closure or reduction of the active workforce as described in Article 9.2, the Company and Union will meet and discuss the issue of movement, assignment, and placement of workers.

A pool of workers for a plant closure and/or reduction of the active workforce, as described above, may be implemented.

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 ***accumulate*** 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 receiving Worker's Compensation or off sick will be eligible;

(c) They have not refused an offer of other employment by the Company in another unit, the location of which is reasonably accessible;

(d) They have not been transferred to another unit of the Company;

(e) 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;

(f) In order to qualify for separation allowance, employees will continue to work in a satisfactory manner as long as required;

(g) The scale of separation allowance shall be as follows:

Years of Completed Service	Amount
From 1 to 10	One (1) week per full year
From 11 and over	1 1/2 weeks per full year maximum 26 weeks

Employees who accept separation pay under the provisions of this ***A***rticle 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.

It is understood that employees who are eligible for payment under this ***A***rticle, shall not be eligible for severance pay as outlined in Article 9.1.

The Company agrees to pay the severance allowance into the employees account in the pension plan (C.C.W.I.P.P.), subject to the approvals required by the pension plan and Canada Customs and Revenue Agency.

9.3 ***Technological change means the introduction of equipment by the Company during the term of the Collective Agreement that materially impacts the bargaining unit.***

When the Company is introducing a technological change which would result in significant changes in the employment status or working conditions of employees, it shall provide the Union and every affected employee with as much notice as reasonably possible before the introduction of a technological change.

Where the Company has notified the Union that it intends to introduce a technological change, the Parties will undertake to meet within a reasonable time frame and share and discuss any applicable plans.

Article 10 – Sick Leave

10.1 The Company agrees to provide sick leave with pay, earned at the rate of one (1) day sick leave for each month of employment. Employees will accrue one (1) sick day credit only if they worked every scheduled workday of the calendar month for which the accrual is being calculated. Sick leave with pay shall be cumulative up to twenty (20) days. Accumulation shall commence upon completion of a six (6) month eligibility period.

(a) On a day that an employee works less than three (3) hours and goes home sick, that day shall be counted as first day of sickness. Sick employees shall not be requested to remain in the plant beyond the three (3) hours to circumvent first day of sickness.

(b) No employee on sick leave shall receive pay for the first day of absence, except those employees who are off six (6) days or more and have accumulated credits.

(c) The Company agrees to pay out unused sick leave credits to employees after six (6) months of illness, twelve (12) months of lay-off and immediately upon retirement on Pension. All holidays will be considered as time worked when computing sick leave.

(d) Employees covered under the provisions of this Article maybe requested to present a Functional Abilities Form (FAF) confirming their limitations and restrictions for absences beyond five (5) days that could result in a possible accommodation. In such cases that the Company requests a FAF and it is filled out completely, the Company will reimburse the employee to a maximum of sixty-five ($65.00) dollars.

Article 11 – Employee Benefits Programs

11.1 The Company agrees to have a joint Union-Management committee investigate the viability of moving to Trusteed Benefit Plans.

11.2 ***(a)*** Employees must complete three (3) months of employment to be eligible for the benefit coverages set out in Article 11.3, 11.4, and 11.6. Coverage commences on the first day following completion of three (3) months service and stops immediately upon termination ***in***

accordance with the plan documents. The Company and Union agree that the premium for these coverages will be paid seventy-five (75%) percent by the Company and twenty-five (25%) percent by the employee.

(b) The Parties agree that the Group Health and Medical Plans are governed by the plan text and shall be administered in accordance with the regulations outlined in the plan documents and insurance underwriter's policies. If an employee continues to work beyond the Carriers age cutoff (currently age seventy (70)) and not eligible for benefits, they shall instead receive an amount equal to the Company's monthly benefit premium as a taxable benefit towards an employee finding their own benefit program following the ratification date of the renewed Collective Bargaining Agreement.

11.3 The Company agrees to maintain the Alberta Health Care Insurance coverage.

11.4 <u>Group Life Insurance</u>

The Company agrees to provide as a condition of employment for all employees covered by this Agreement a Group Life Insurance Policy with coverage of the greater of twenty thousand ($20,000.00) dollars or an amount equal to two thousand eighty (2,080) hours times the employee's regular rate of pay.

<u>Weekly Indemnity</u>

The Company agrees to provide a Weekly Indemnity Insurance program that provides employees with sixty-six and two-thirds (66⅔%) percent of their weekly earnings based on forty (40) hours per week at the regular rate of pay up to a maximum allowed under the Employment Insurance Act for a maximum of fifteen (15) weeks when absent from work due to a non-occupational illness or accident. Employees on lay-off are not eligible to collect Weekly Indemnity benefits. Weekly income benefits begin with the first (1st) day of disability due to injury or the fourth (4th) consecutive working day of disability due to illness but in no event prior to the first (1st) day of treatment by a doctor.

The Group Benefit Plan shall be administered in accordance with the regulations outlined in the plan documents and insurance underwriter's policies. The denial of any weekly indemnity claim must be appealed through the Company's insurance provider who will make the final determination with respect to eligibility. The Company shall forward to the Union a copy of the insurer's decision letter with respect to each weekly indemnity claim as soon as reasonably possible following receipt.

11.5 Dental Plan

(a) The Company agrees to participate in and contribute to the Alberta Retail Meat Industry Dental Plan.

(b) On April 1st, 2016, the Company will increase its contribution to the dental premiums by two ($0.02) cents/hr. to a total of forty-eight ($0.48) cents/hr. (or a maximum of nineteen dollars and twenty ($19.20) cents weekly).

(c) The Company and the Union agree to the original method of selection of Company and Union Trustees to administer the Plan. It is agreed that the terms of the Plan and its administration will be entirely the responsibility of these original Trustees or their valid replacements, provided that the Plan is administered consistently with this Collective Agreement subject to any applicable government law or regulation and with the intention of meeting all of the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the Company and the Union agree to be bound by the actions taken by the Company and the Union Trustees under the Plan.

11.6 Vision Benefit

The Company will amend its Health Care Program by adding a vision benefit. ***Upon ratification*** of the agreement the vision coverage will be increased to ***three hundred ($300.00)*** dollars every twenty-four (24) months.

11.7 It is agreed that the Company's extended Health Care Program will be made available to all employees.

11.8 An employees' employment benefits coverage provided under Articles 11.3, 11.4, 11.6 shall cease when:

(i) In the case of lay-off of an employee with less than twelve (12) months service after three (3) months lay-off.

In the case of lay-off of an employee with more than twelve (12) months service after six (6) months lay-off.

(ii) They have been absent from work due to illness or non-compensable accident in excess of nine (9) months.

(iii) They have been absent from work due to compensable accident in excess of twenty-four (24) months.

11.9 Pension

Effective January 1st, 1990, the Company agrees to participate in and contribute to the Canadian Commercial Workers' Industry Pension Plan.

Effective April 1st, 2014, the Company agrees to contribute to the C.C.W.I.P.P. seventy-nine ($0.79) cents per hour for all hours paid by the Company to members of the bargaining unit, for current service benefits.

The Company agrees to increase its contribution to the pension plan by twenty ($0.20) cents per hour for a total contribution of ninety-nine ($0.99) cents per hour. Such contributions will be effective and retroactive to September 1st, 2015.

Hours paid shall include hours worked, vacations, general holidays, sick days (not including Weekly Indemnity), jury duty, bereavement leave, etc. up to a maximum of forty (40) hours per week.

Article 12 – Safety and Welfare

12.1 The Company shall make provision***s*** for the safety and health of the employees during the hours of their employment. Protective devices and other equipment deemed necessary to properly protect employees from injury shall be provided by the Company.

(a) The Company shall have on the premises, persons qualified and responsible to provide First Aid care to injured employees and shall take the necessary measures to provide them with medical attention.

First Aid persons shall be identified by a Red Cross on their helmet.

Employees attending first aid courses at the request of the Company will be paid their regular hourly rate for all hours spent on the first aid course.

12.2 The Company further agrees to provide adequate heating facilities and a buffer wall to prevent drafts from open doorways as mutually agreed by the Union and Management.

12.3 There shall be a ***Workplace Joint Health and*** Safety Committee ***(JHSC) made up of at least three (3)*** representatives appointed by the Union and ***three (3)*** representatives appointed by Management. ***These numbers can be increased by mutual agreement of the parties. The committee's primary role is to identify workplace health and safety issues/hazards and work with the Company to find solutions to keep the workplace safe. The names of the JHSC members will be posted on the H&S communication board.***

The JHSC committee will have two (2) co-chairs which will be rotated on an alternating basis:

- ***The worker co-chair is chosen by the Union from the employee representatives.***
- ***The Company co-chair is chosen by the Company from the Company representatives.***
- ***The chair of the meeting will be responsible for sending out the agenda three (3) days prior to the meeting.***
- ***Minutes will be taken by a Company representative.***

The JHSC must meet the requirements of part 13 of the Alberta Occupational Health and Safety Code.

The JHSC shall meet monthly, on Company time. The committee will be responsible for developing a term of reference for the committee members to follow for their meetings.

One (1) Union representative JHSC member will join the Safety Manager (or designate) once per month to conduct a safety inspection. This time will be paid time.

The Parties agree that annual training will be provided to the safety committee members which includes safety training as part of the meetings.

12.4 An employee injured while working in the Plant shall suffer no loss of earnings for the balance of hours in the scheduled shift in which the accident occurs if; as a result of such injury they are sent home or to the hospital or for medical attention and transportation will be provided.

12.5 ***If an employee is required to work alone, they shall follow the "Working Alone Procedures". The Company will do its best to remove the need for anyone to work alone but when it is necessary, the employee shall be trained and aware of the procedures to ensure they are safe.***

12.6 Modified Work Program

On the first day that an employee reports to the workplace on a modified work program, there shall be a meeting involving the employee, the Production Manager or their designate, the Plant Health & Safety Specialist, and the Shop Steward, or their designate. The Union Labour Relations Officer may also attend.

At this meeting the Parties may be made aware of the employee’s modified work. The discussion will include, but not be limited to, the specific duties to be performed, the limitations that have been placed on the employee’s activities, the durations of the modified work program, and the process to be used in monitoring the employee’s progress.

When there is a change required in the employee’s modified work plan, the group will reconvene to review the changes required.

The employee, Production Manager or designate, the employee’s Supervisor, and Shop Steward or designate will receive a copy of the modified work plan (Clearance to Return to Work) and any subsequent changes. The modified work plan will be considered as a confidential document.

Article 13 – General Provisions

13.1 A suitable rack will be furnished in the dressing rooms or elsewhere on which to hang wet clothes and aprons. This rack shall be in a place that is heated so that clothing will dry in a reasonable time.

13.2 The Company will allow adequate relief as well as the necessary time for changing clothes or equipment necessitated by change from one job to another where working conditions are different.

13.***3*** The Union agrees not to call a meeting of its members who are employees of the Company during working hours that will interfere with the normal operations of the Company.

13.***4*** All uniforms, smocks, aprons, caps, hairnets, gloves, new boots, and any other special wearing apparel an employee is required to wear, shall be furnished and laundered by or at the expense of the Company. The first issue of new plastic coats on wet lines will be charged out at cost and further issues at no charge on exchange. The employee shall be responsible for any such apparel they may lose providing adequate lockers are supplied.

The Company further agrees to supply and clean Truck Drivers uniforms at no cost to the employee. It is understood and agreed that all such wearing apparel is the property of the Company.

(a) Appropriate freezer coats and gloves will be provided for employees working in holding coolers or freezing units. The Company shall provide woolen gloves and felt insoles with each issue of new rubber boots. The number of coats supplied shall be determined by the Company. It is understood that such wearing apparel is the property of the Company and the employee must not take such wearing apparel away from the premises.

(b) Upon completion of six (6) months service, employees required to wear safety shoes***/boots outside the rubber boots supplied*** shall receive ***two hundred fifty ($250.00)*** dollars every twelve (12) months. ***Insoles shall be covered by the boot allowance.*** To qualify for reimbursement the old pair of safety shoes***/boots*** must be turned in at the time of replacement.

Employees required to wear rubber boots will be responsible ***for purchasing*** their first pair. Thereafter the Company will provide replacement boots to the employee at no cost provided the old boots are turned in at the time of replacement.

Employees working in refrigerated areas are eligible to receive upgraded, insulated footwear as provided by the

Company. Employees shall purchase their initial pair. The Company will provide subsequent issues at no cost provided the old boots are turned in at time of replacement.

The Company agrees to supply proper external hearing protection or internal hearing protection. The employee may ***choose*** which type to wear and will be allowed the option of wearing both.

(c) The first issue of insulated vests to packaging department employees will be charged out at cost and further issues at no charge on exchange.

(d) The Company shall provide all maintenance employees with the required tools. The Parties agree that the principles covered in the Employment Standards Code shall apply. If it is determined that an employee is to be held responsible for the tool(s) then the employee shall replace them with like or better-quality tool(s).

13.***5*** Employees will be granted time off without pay to attend doctor or dentist appointments or other appointments providing however, the Company is given reasonable notice but not less than twenty-four (24) hours in advance, except in an emergency.

13.***6*** Pre-employment medicals are to be paid for by the employee. All subsequent medicals required by the Company are to be paid for by the Company.

13.***7*** The Company may request a Driver's Abstract at any time from an employee classified as a Truck Driver, or any employee temporarily filling that position, for the purpose of determining that the employee has a valid driver's license. The Company will pay for the fee for obtaining the Abstract as well as the cost of renewing the drivers' license. The Company shall reimburse Truck Drivers for the cost of medical exams, to a maximum of one hundred and fifty ($150.00) dollars per exam (upon proper proof of receipt), where such exam is required by the Government of Alberta to maintain a Class 1 driver's license and where the Class 1 driver's license is required in the performance of the employee's job.

13.***8*** Payment of net wages owing will be made by electronic transfer of funds direct to the employee's bank account on each payday. Payment remittance advises which provide the supporting documentation for the electronic transfer will be issued to employees before the end of the last scheduled shift prior to the payday.

Payday is every second Friday. The electronic transfer of funds will be processed before twelve o'clock ***(12:00 p.m.)*** noon on those days. Where payday is a Statutory Holiday, then the transfer of funds will occur by twelve o'clock ***(12:00 p.m.)*** noon on the last working day prior to the Statutory Holiday.

Employees may select the financial institution of their choice and may change that designation by giving the Company thirty (30) days' notice.

Any errors in payroll earnings which are one hundred ($100.00) dollars or greater, shall be corrected within two (2) business days of being substantiated by electronic funds deposit. Payroll errors less than one hundred ($100.00) dollars shall be corrected by the next payroll.

13.***9*** Time Off to Vote

The Company agrees to fully comply with any law requiring that employees be given time off to vote.

13.***10*** The first (1st) lost swipe card will be replaced free of charge to employees. The second (2nd) and any subsequent loss of swipe cards will result in the employee being charged five ($5.00) dollars per replacement card.

13.***11*** HACCP Regulations

The Company will allow an additional five (5) minutes ***for*** each break period to accommodate the employees' requirements to comply with HACCP regulations.

13.***12*** Drug Card

The Company agrees to provide a "drug card" at no cost ***for*** the employees.

Article 14 – Managements Rights

14.1 The Management of the Plant and the direction of the working force including (without limiting the generality of the foregoing) the right to hire, suspend, or discharge for cause, to assign and re-assign employees to jobs, to transfer employees from department to department, to increase and decrease the working force, to determine the products to be handled, produced, processed, or manufactured, the schedule of production, and the methods, processes and means of production and handling are vested exclusively with the Company provided these rights will not be used to discriminate against employees.

14.2 Cases of disagreement shall be dealt with in accordance with the Grievance Procedure as outlined in this Agreement.

14.3 The Company retains all rights to manage the business not limited by the express provision of this Agreement.

Article 15 – Harassment

15.1 No employee shall be transferred, dismissed, or discriminated against in any way for any lawful Union activity, or for serving on a Union Committee outside of business hours, or for reporting to the Union any violation of the provisions of this Agreement.

There shall be no discrimination against any employee for refusal to cross a legal picket line or obey a lawful Union order.

The Company and the Union will not discriminate against any employee or applicant for employment because of race, colour, sex, sexual orientation, gender, gender identity, gender expression, mental disability, source of income, physical disability, age, religious beliefs, ancestry, place of origin, marital status, or any other ground prohibited by any applicable law.

15.2 Harassment

The Union and the Company agree that the workplace should be free of harassment. The Company and Union will co-operate with each other in preventing and eliminating harassment.

15.3 The Company and the Union recognize the vital role that employees play in the success of the business. The Company and Union agrees that all employees should be treated with fairness, dignity, and respect in all circumstances.

15.4 The Company and the Union will not tolerate retaliatory acts against those who, in good faith, provide information or participate in an investigation or make a complaint against the Company.

Article 16 – Successors and Assigns

16.1 This Agreement shall be binding upon the Company herein, and its successors and assigns, and no provision herein contained, shall be nullified or affected in any manner as a result of any consolidation, sale, transfer, or assignment, or any other form of business organization, or by any change geographical or otherwise, in the location of the Company herein. The Company agrees an Agreement has been entered into, as a result of which this Agreement shall continue to be binding on the person or persons or any business organization continuing the business. It is the intent of the Parties that this Agreement shall remain in effect for the full term thereof, regardless of any kind of change, of any kind, in management, location, form of business, organization, or ownership.

Article 17 – Grievance Procedure

17.1 Any complaint, disagreement, or difference of opinion between the Parties hereto concerning the interpretation, application, and operation, or any alleged violation of the terms of this Agreement, shall be considered a grievance.

Employees are encouraged to discuss matters with their supervisor before proceeding to the First Step.

All grievances not presented to the Company within thirty (30) calendar days from the date the grievance arose, shall be waived.

It is further agreed that fourteen (14) calendar days shall apply with respect to grievances concerning the dismissal of any employee.

First Step:

A Shop Steward and / or Union Labour Relations Officer and the Grievor if they wish, and the Human Resources Representative shall meet in good faith for the purpose of resolving the grievance. The Company will respond in electronic form to the Union Labour Relations Officer within fourteen (14) days following the First Step grievance meeting. If the matter is not satisfactorily resolved at the First Step the grievance will proceed to Second Step.

Second Step:

Grievances shall be presented in electronic form within thirty (30) days from the date of the Company's written response at the First Step. Failure to present the grievance within this time period shall result in the grievance being deemed to be abandoned.

The Union Labour Relations Officer and the Grievor if they wish, the Human Resources representative and the Plant Manager will meet in good faith for the purpose of resolving the grievance within fourteen (14) days from the day the grievance was submitted in electronic form at the Second Step. The Company shall respond in electronic form within fourteen (14) days following the Second Step grievance meeting.

Grievances in respect of employee dismissals shall be submitted directly to the Second Step of the Grievance procedure.

Any of the timelines may be extended upon mutual agreement of the Parties.

17.2 The record of any disciplinary action shall not be referred to or used against an employee at any time after eighteen (18) months following such action.

17.3 Automated systems may be used by the Company for information gathering and data analysis. Any final decision regarding employee disciplinary actions, including warnings, suspensions, and terminations, will be decided by designated members of Management.

Article 18 – Arbitration

18.1 The grievance may be referred to a single arbitrator by notice in writing to the other party within thirty (30) calendar days of the decision in the Second Step of the grievance procedure.

The party requesting arbitration shall notify the other party by specifying a list of three (3) names it is willing to accept as a single Arbitrator. The party receiving the notice shall either accept one (1) of the ***people*** suggested to act as the Arbitrator, or if it does not accept any of the persons, notify the other party accordingly, and send a list of three (3) names it is willing to accept as a single Arbitrator. If the Parties are unable to agree within ten (10) working days after the request for arbitration on a person to act as a single Arbitrator, either party may request in writing that the Director of Mediation Services of the Province of Alberta appoint a single Arbitrator.

18.2 The Arbitrator shall not be vested with the power to change, alter, or modify any of the terms of this Agreement.

18.3 No person shall serve as an Arbitrator if they are involved or directly interested in the grievance.

18.4 The decisions of the Arbitrator shall be binding and enforceable to all Parties.

18.5 It is agreed that the expenses of the Arbitrator shall be borne equally by both the Union and the Company.

<u>Article 19 – Guaranteed Work Week</u>

19.1 ***Except in the case of an Act of Nature, t***his ***A***rticle shall apply only to those employees who are permanent full-time employees of the Company.

For the purpose of this ***A***rticle “full-time permanent employees” shall mean any employees employed on a full-time basis prior to ***November 30th, 2020. In addition, the Company agrees that any employees who fall into the top seventy-five (75%) percent of the active employees and have at least one (1) year of seniority, will be entitled to the weekly guarantee. The seventy-five (75%) percent allocation will be determined on January 1st of each year following ratification. No employee who qualifies for the weekly guarantee will later be determined ineligible, due to restructuring or department shutdowns or other matters that reduce the total number of employees.***

Where an employee entitled to the guaranteed work week is called to work during the week they shall be entitled to receive pay not less than on the following basis each year:

Act of Nature - This guarantee shall be reduced by time absent for any reason for eight (8) hours each full day in which the plant is unable to operate because of fire, explosion, power failure, storm, bird supply, strike or boycott by a labour union or other similar group.

Effective April 1st, 2013, guaranteed hours will be averaged on a two (2) week pay period. When an employee's working hours fall below the minimum guarantee, they shall be calculated and paid on a proportionate basis as sixty-four (64) hours of pay at their regular rate in each payroll period or pay in lieu of work for the period January 1st to May 31st and seventy-two (72) hours of pay at their regular rate in each payroll period or pay in lieu of work for the period June 1st to December 31st.

The following provisions shall apply in this regard:

(a) The Company will adjust employees in proportion to the work available or expected to be available. To provide such regular employees with guaranteed hours of work, the Company shall be free to distribute within departments and to transfer employees from one department to another, reasonable consideration being given to seniority, ability, and to any extreme change in physical working conditions.

(b) The Company expects all employees will perform conscientiously, whatever task may be assigned to them in their respective departments. If any employee refuses to perform the work assigned to them, the Company shall be absolved from any guarantee in respect of the work performed during that week.

(c) The guarantee shall be the same for weeks in which one (1) of the eleven (11) Statutory Holidays occur as in other weeks, the pay received for said Statutory Holiday shall be regarded as part of the guarantee.

(d) Any employee who is absent from work after having started to work on a week which would entitle them to receive the guaranteed work week, shall have their guarantee reduced by the time so lost.

(e) Any employee who is laid off in excess of one (1) month is not eligible for the guaranteed work week provision in the week of recall.

(f) Where overtime or other Premium paid hours are worked they shall be computed as, one (1) hour worked is one (1) hour of the guarantee only.

19.2 Hours of Work

The Company and the Union acknowledge that the changing business conditions may require a change to the hours of work as set out in the Collective Agreement. On the basis of the foregoing, the Company and the Union agree that a revision to the hours of work shall be negotiated in the event a change is required to the basic work week or to implement a six (6) or seven (7) day processing schedule without the penalty of overtime rates.

Article 20 – Termination and Renewal

This Agreement shall be effective from April 1st, ***2024*** until March 31st, ***2028*** and shall remain in force thereafter from year to year, but either party may not less than sixty (60) days before expiry or renewal date of such Agreement, give notice in writing to the other party to terminate such Agreement or to negotiate a revision thereof.

Article 21 – Live Haul Drivers

21.1 The hours of work, including rest periods, for Live Haul Drivers are as scheduled by the Company to complete their trips, subject to legislation regulating driving.

The basic workday may have varied starting and quitting times, and the basic work week is Sunday to Thursday inclusive.

On the first working day of the week, or the weekday following the general holiday, early starts before noon (12:00 p.m.) are paid at the rate of one and one-half (1 1/2 X) times the trip rate and early starts between 12:00 p.m. and 2:00 p.m. are paid at the rate of one and one-quarter (1 1/4 X) times the trip rate.

Overtime will be paid at the rate of one and one-half (1 1/2 X) times the regular hourly rate for all hours over eight (8) hours per day, provided the Live Haul Driver is completing regular hourly rate duties.

All work performed on days of rest shall be paid at the rate of one and one-half (1 1/2 X) times the regular hourly rate provided the Live Haul Driver is completing regular hourly rate duties and paid at the rate of one and one-half (1 1/2 X) times the trip rate provided the Live Haul Driver is completing a trip.

Regular hourly rate duties will be defined as: wait times, scaling, truck repairs, breakdowns, legislated down time, and loading (only if loading is over one and one-half (1 1/2 X) hours/load). The Parties understand that there may be similar type situations not covered on the list. The Parties will meet and resolve those issues, consistent with current practice.

If a Live Haul Driver is asked to stay overnight to switch the loads, eight (8) hours of regular hourly rate per night will be paid.

Time recording: The Company agrees to provide electronic logging devices to electronically record hours worked.

Statutory Pay is calculated on gross earnings, minus overtime, in the previous calendar year divided by two thousand and eighty (2080) hours and applied to an eight (8) hour day. Statutory Pay will be calculated by January 31st of each year and identified to Live Haul Drivers, upon the employees' request.

Vacation Pay for each week of vacation shall be computed as two (2%) percent of the employees' total gross earnings in the previous anniversary year. Vacation Pay will be calculated in the month following the date of hire and identified to Live Haul Drivers, upon the employees' request.

Sick pay will be calculated on gross earnings, minus overtime, in the previous calendar year divided by two thousand and eighty (2080) hours and applied to an eight (8) hour day.

Live Haul Drivers shall be enrolled in the same benefits as other employees under Article 11.

Rates of pay are found in Appendix "A".

Article 22 – Long-Haul Drivers

22.1 The hours of work, including rest periods, for Long-Haul Drivers are as scheduled by the Company to complete their trips, subject to legislation regulating driving.

The basic work week is Monday to Friday inclusive. Overtime will be paid at the rate of one and one-half (1 1/2 X) times the regular hourly rate for all hours over eight (8) hours per day, provided the Long-Haul Driver is completing regular hourly rate duties.

For Long-Haul Drivers working a Compressed Work Week their hours of work shall be forty (40) hours per week, consisting of four (4) days of ten (10) hours each. Overtime in excess of the compressed work week schedule will be paid at the rate of one and one-half (1 1/2 X) times the regular hourly rate, provided the Long-Haul Driver is completing regular hourly rate duties.

All work performed on days of rest shall be paid at the rate of one and one-half (1 1/2 X) times the regular hourly rate provided the Long-Haul Driver is completing regular hourly rate duties and paid at the rate of one and one-half (1 1/2 X) times the trip rate provided the Long-Haul Driver is completing a trip.

Regular hourly rate duties will be defined as: wait times, scaling, truck repairs, breakdowns, legislated down time, and loading. The Parties understand that there may be similar type situations not covered on the list. The Parties will meet and resolve those issues, consistent with current practice.

Time recording: The Company agrees to provide electronic logging devices to electronically record hours worked.

Statutory Pay is calculated on gross earnings, minus overtime, in the previous calendar year divided by two thousand and eighty (2080) hours and applied to an eight (8) hour day. Statutory Pay will be calculated by January 31st of each year and identified to Long-Haul Drivers, upon the employees' request.

Vacation Pay for each week of vacation shall be computed as two (2%) percent of the employees' total gross earnings in the previous anniversary year. Vacation Pay will be calculated in the month following the date of hire and identified to Live Haul Drivers, upon the employees' request.

Sick pay will be calculated on gross earnings, minus overtime, in the previous calendar year divided by two thousand and eighty (2080) hours and applied to an eight (8) hour day.

Long-Haul Drivers shall be enrolled in the same benefits as other employees under Article 11.

Rates of pay are found in Appendix "A".

Signed this ________ day of ____________________, ***2026.***

For the Company:

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Company Committee:

Stephanie Kasparian
Julie Enman
Robert Kirby

For the Union:

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____
____
____
____
____
____

Bargaining Committee:

Mikale Adguy
Rosa Arcos
Vinco Comey
Leon Dupuis
Jaime Lopez-Barillas
Ben Miller
Asif Munir
Jorges Rojas
Cheryl Watamaniuk
Devin Yeager

This Agreement was ratified on ***May 16th, 2025.***

<u>Appendix "A" – Wages</u>

<u>Wages:</u>	April 1st, 2023	***April 1st, 2024***	***April 1st, 2025***	***April 1st, 2026***	***April 1st, 2027***
		Increase $0.75	***Increase $0.55***	***Increase $0.60***	***Increase $0.50***
<u>P1</u>					
Starting Rate	$19.55	***$20.30***	***$20.85***	***$21.45***	***$21.95***
After 3 Months	$20.05	***$20.80***	***$21.35***	***$21.95***	***$22.45***
After 6 Months	$20.55	***$21.30***	***$21.85***	***$22.45***	***$22.95***
After 9 Months	$21.05	***$21.80***	***$22.35***	***$22.95***	***$23.45***
After 12 Months (Base Rate)	$22.25	***$23.00***	***$23.55***	***$24.15***	***$24.65***
<u>P2</u>					
Graders	$22.25	***$23.00***	***$23.55***	***$24.15***	***$24.65***
Rotomatic Operators	$22.25	***$23.00***	***$23.55***	***$24.15***	***$24.65***
<u>P3</u>					
Evisceration Line	$22.38	***$23.13***	***$23.68***	***$24.28***	***$24.78***
<u>P4</u>					
Assemble / Sort Orders	$22.83	***$23.58***	***$24.13***	***$24.73***	***$25.23***
Grinder Operator	$22.83	***$23.58***	***$24.13***	***$24.73***	***$25.23***
Parts Sorter (BBQ)	$22.83	***$23.58***	***$24.13***	***$24.73***	***$25.23***
Power Jack Operator	$22.83	***$23.58***	***$24.13***	***$24.73***	***$25.23***
Saw Operators	$22.83	***$23.58***	***$24.13***	***$24.73***	***$25.23***
Scale Operators	$22.83	***$23.58***	***$24.13***	***$24.73***	***$25.23***
Truck and Crate Wash	$22.83	***$23.58***	***$24.13***	***$24.73***	***$25.23***
Turkey from tank to line	$22.83	***$23.58***	***$24.13***	***$24.73***	***$25.23***
Turkey Trussing (Cryovac)	$22.83	***$23.58***	***$24.13***	***$24.73***	***$25.23***
Utility person	$22.83	***$23.58***	***$24.13***	***$24.73***	***$25.23***
Vacuum Operator	$22.83	***$23.58***	***$24.13***	***$24.73***	***$25.23***
<u>P5</u>					
Freezer / Forklift Op.	$22.98	***$23.73***	***$24.28***	***$24.88***	***$25.38***
Receiver-Shipper	$22.98	***$23.73***	***$24.28***	***$24.88***	***$25.38***
Truck Driver ***(Class 3)*** with Air	$22.98	***$23.73***	***$24.28***	***$24.88***	***$25.38***
Sanitation Person	$22.98	***$23.73***	***$24.28***	***$24.88***	***$25.38***
<u>P6</u>					
Starting Rate	$22.15	***$22.90***	***$23.45***	***$24.05***	***$24.55***
Live Processor (After 6 mos.)	$22.83	***$23.58***	***$24.13***	***$24.73***	***$25.23***
Live Hangers (After 6 mos.)	$23.90	***$24.65***	***$25.20***	***$25.80***	***$26.30***

Live Processor / Blesser	$23.90	***$24.65***	***$25.20***	***$25.80***	***$26.30***
P7					
Transfer of Care	$28.20	***$28.95***	***$29.50***	***$30.10***	***$30.60***
Local Truck Driver (Class 1) with Air	$28.20	***$28.95***	***$29.50***	***$30.10***	***$30.60***
Long/Live Haul (Class 1) with Air	$23.45	***$24.20***	***$24.75***	***$25.35***	***$25.85***
		Increase $ –	***Increase $0.01***	***Increase $0.01***	***Increase $0.01***
Long/Live Haul per km rate	$0.38	***$0.38***	***$0.39***	***$0.40***	***$0.41***
****Long-Haul Extended Length Premium***	$0.05	***$0.05***	***$0.05***	***$0.05***	***$0.05***

Maintenance Wages:	April 1st, 2023	***April 1st, 2024***	***April 1st, 2025***	***April 1st, 2026***	***April 1st, 2027***
		Increase $0.75	***Increase $0.55***	***Increase $0.60***	***Increase $0.50***
M2					
Maintenance ***Helper***	$28.80	***$29.55***	***$30.10***	***$30.70***	***$31.20***
M3					
Journeyman Electrician	$43.98	***$44.73***	***$45.28***	***$45.88***	***$46.38***
Journeyman Millwright	$43.98	***$44.73***	***$45.28***	***$45.88***	***$46.38***
M4					
5th Class Power Engineer	$33.35	***$34.10***	***$34.65***	***$35.25***	***$35.75***
M5					
4th Class Power Engineer	$35.35	***$36.10***	***$36.65***	***$37.25***	***$37.75***

Apprenticeship Program:

1st Year	***80% of Classification***
2nd Year	***85% of Classification***
3rd Year	***90% of Classification***
4th Year	***95% of Classification***
Journeyman	***100% of Classification***

****The Company will eliminate the Maintenance Worker classification and bump the employee(s) in that classification up to a new classification called a Maintenance Helper.***

The parties agree the rates contained in the maintenance schedule are minimum rates.

A maintenance person holding two (2) or more required tickets shall receive a dual ticket premium of one ($1.00) dollar per hour per ticket. This premium shall not be considered as part of the employees' basic rates and in no case will there be duplication or pyramiding of overtime or any other premium compensation.

Lead Hands will receive one ($1.00) dollar per hour premium. This premium shall not be considered as part of the employees' basic rates and in no case will there be duplication or pyramiding of overtime or any other premium compensation.

Appendix "B" – Live Haul ***KMs*** Rates ***for Turkey and Fowl***

PRODUCER	***Location***	***KM (return)***
Abbotsford, BC (from Edmonton)	***Abbotsford, BC***	***2394***
ARALYN		***280***
ARCO	***LINDEN***	***568***
ARENDS, Ben	***Devon***	***89***
BAGEMAN	***Innisfail***	***408***
BAERG, Kerry	***Linden***	***250***
BARKMAN		***1788***
Blue River, BC (from Edmonton)	***Blue River, BC***	***1522***
BRANT COLONY	***Brant***	***842***
Calgary (from Edmonton)	***Calgary***	***640***
CALLICOON	***Hague, SK***	***1080***
CARLSON	***Maleb***	***1234***
CHINOOKRIDGE	***Linden***	***567***
CIRCLE H	***Dalmeny, SK***	***1092***
CLEARSPRINGS - (HEPBURN)	***Hepburn, SK***	***1050***
CLOVER FOUR	***Ponoka***	***184***
GREG KRUICKSHANK	***Thorhild***	***193***
DEL & DALE	***Linden***	***568***
FEATHER FANTASY	***Wetaskiwin***	***270***
FEATHERCREST/Cullum, Dwight	***Three Hills***	***540***
GILCHIRIST Farms	***Wainwright, AB***	***456***
HAPPY VALLEY	***Ferintosh***	***250***
HOFMAN	***LINDEN***	***568***
HOMELAND	***Fahler***	***855***
IJTSMA, Klaas	***Airdrie***	***583***
IJTSMA, Willem	***Rochester***	***205***
JENSEN, Larry	***Morrin***	***570***
JUMBO VALLEY	***Ft. McLeod***	***978***
K&C FARMS (Penner)	***Ardrossan***	***79***
KAMLAH	***Didsbury***	***520***

Kamlah - Fowl - (Western)	*Three Hills*	*540*
KOFO (DeKONING)	*Ardrossan*	*85*
LEBLANC - (HILLCREST)	*Bruno, SK*	*1248*
LED - Doell	*Hobbema*	*274*
Lloydminster (from Edmonton)	*Lloydminster*	*504*
MacMILLAN COLONY	*Cayley*	*842*
MALDA, Jim & Ruth	*Ridge Valley*	*195*
MAPLE DALE - 10 hr layover	*Saltcoats, SK*	*1806*
MENT 2B	*Devon*	*87*
MIALTA COLONY	*Vulcan*	*903*
MUNTZ, Gary	*Vegreville*	*244*
NANNINGA, Mark	*Neerlandia*	*287*
North Battleford	*N. Battleford*	*789*
NYMEYER	*Coaldale*	*1113*
OLSON, Duane	*Drumheller*	*588*
OLSON, Garry	*Hobbema*	*274*
PENNER - HUTCHENSON	*Ardrossan*	*80*
PILLARSTONE	*Tofield*	*175*
PINEPARK	*Opal*	*122*
POLAK	*Rochester*	*218*
PINE VALLEY (MENT 2B)	*Devon*	*87*
RAEYSON	*Gibbons*	*78*
RANGE 12	*Ardrossan*	*80*
RED WILLOW COLONY	*Red Willow*	*406*
RIETVELD	*Tofield*	*130*
RIVERBEND	*Waldheim, SK*	*1056*
Saskatoon (from Edmonton)	*Saskatoon, SK*	*1060*
SILVER SPRING		*576*
SILVERCREEK COLONY	*New Norway*	*256*
SONRISE	*Linden*	*568*
SPRINGSIDE COLONY	*Brooks*	*875*
CLEARSPRING - (Sprucehill)	*Hepburn, SK*	*1056*
STONEHILL	*, SK*	*1050*
TIEMSTRA	*Neerlandia*	*285*

TWILIGHT COLONY	***Fahler***	***855***
VANDERRIJT	***Bowden***	***370***
VEBO	***Thorhild***	***170***
VELDHUIZEN (SPRINGSIDE)	***Legal***	***85***
WIERSMA	***Cudworth, SK***	***1296***
WILLOW CREEK	***Monarch***	***1143***
WOODEND	***Linden, AB***	***221***
WYNYARD	***Wynyard, SK***	***1458***
CALLICOON	***Hague, SK***	***1080***
CENTRAL PRAIRIE FARMS	***Walheim, SK***	***1056***
GREG KRUICKSHANK	***Thorhild, AB***	***193***
HILLSVALE COLONY	***Cut Knife, SK***	***672***
MAPLE DALE	***Saltcoats, SK***	***1806***
MENT 2B	***Devon, AB***	***122***
PILLARSTONE	***Tofield, AB***	***130***

****Current mileage of growers and farms. Will be updated with new farms before printing of the CBA.***

Appendix "C" – Long-Haul Rates

Long-Haul drivers operating an extended length trailer (pup or b-train) will receive a premium of five ($0.05) cents per km as per the km rates in Appendix "B". This premium shall not be considered as part of the employees' basic rates and in no case will there be duplication or pyramiding of overtime or any other premium compensation.

Live Haul per km rates is outlined in Appendix "B".

Truck Wash

Trucks are expected to be washed once per week and an allowance of thirty ($30.00) dollars will be paid (ONCE PER WEEK). The driver is responsible for informing their Supervisor and/or report on their time sheets the day and location the truck was washed in order to receive the allowance.

Long-Haul Trailer hook up – ten ($10.00) dollars/trailer.

WAGE CLASSIFICATIONS P1, P2, P3. These positions will not require an employee to lift in excess of thirty-five (35) pounds at any one time during the performance of their duties.

An employee performing Job Trainer will be paid ***sixty ($0.60)*** cents per hour premium for job training hours assigned by the Company.

An employee performing Relief will be paid a fifty ($0.50) cents per hour premium for relief hours assigned by the Company.

Any employee who has completed in excess of six (6) months service and who is assigned to a classified position, shall receive the classified rate of pay for all hours worked on the Job.

Letters of Understanding

Between:

Sofina Foods Inc. (Lilydale Division) North Plant

And:

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

Letter of Understanding #1 – Scheduling of Hours and Weekly Guarantee

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 a minimum number of hours payable and is not the intent of the Company to schedule the guaranteed hours as maximum number of hours.

When the number of available hours is reduced for an extended period of time, 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, providing it does not affect any of the production standards.

Letter of Understanding #2 – Edmonton North Plant Sanitation Department

- The Company agrees that within the Sanitation department, employees may choose an area which will be their designated "home" area to which they will report to work each day. This will be the area of the plant they will sanitize daily and will be accountable for.
- The selection of their "home" area will be done by seniority.
- Rotation into other areas will only occur when;

    - There is a business need, employees will be assigned to other areas of the plant by management choice.

    - There is an employee shortage, due to vacation, illness, recruitment, or training, employees may be assigned to other areas of the plant by management choice.

- Should an employee leave the employment of the Company, choice of that "home" area will be re-selected based on seniority.
- Employees will complete a Job Task list at the end of each shift, acknowledging they have completed all job tasks and that the area has been sanitized to HACCP Regulations. This list will be signed by the employee and handed in to the Supervisor each shift.
- Should an area be found in an unacceptable state, or failure to complete all job tasks on the required list, employees will be held accountable and corrective action will be taken.

Letter of Understanding #3 – Temporary Foreign Workers

1. If in the future Sofina Foods Inc. (Lilydale Division) North Plant (the "Company") becomes interested in a Temporary Foreign Worker Program (the "Program"), it agrees to do the following:

    (a) Submit an application, and take all other necessary steps, to secure a Labour Market Impact Assessment ("LMIA") on behalf of the Temporary Foreign Workers ("TFWs").

        (i) In this regard, the Union agrees that it will not unreasonably withhold their consent on any application for a LMIA.

    (b) When recruiting TFWs from outside of Canada as part of the recruitment program, the Company will:

        (i) Arrange and pay for the TFW's travel from their place of permanent residence to the Company's work location in Canada and return transportation should their work permit expire, or their permanent residency application be denied as per Employment and Social Development Canada requirements;

        (ii) Assist the TFWs to obtain Alberta Health Care coverage;

        (iii) Provide the TFWs with, and pay for, private health insurance while the TFW's wait for Alberta Health Care coverage. If required, obtain or prepay for medical services allowing for deductions off employees' cheque for the medical services;

        (iv) Arrange for initial affordable housing for TFW's ***that provides one (1) bedroom per person*** (with rent that falls within government guidelines and includes utilities except for cable and telephone);

(v) Assess the TFW's language proficiency and, if necessary, provide ESL education (in line with AINP requirements); and

(vi) Explain to the TFWs all deductions (Taxes, CPP, EI, Union Dues, etc.), rates of pay progression and immigration requirements prior to the employment contract being signed by the worker.

(c) For TFWs employed with the Company that are in Canada with a valid work permit at the time of application, the Company will in good faith and as soon as the TFWs qualify, but not later than nine (9) months after commencement of work in Alberta as a TFW, will submit the TFWs to the Alberta Immigrant Nominee Program ("AINP"), or such similar program that may replace the AINP in the future, with a copy to the Union.

(i) The Company will also explain to the TFW's the process under the AINP and for applying for permanent residency.

(ii) The Company will also assist the TFW's with the scheduling of all interviews required by AINP.

(d) If the government amends the Program or the AINP, the Company commits to complying with all amendments instituted by the government and this Letter of Understanding shall be open for review. Wages, benefits, working conditions, etc, shall be in accordance with the Collective Agreement.

(e) The Company will recruit TFWs with the suitability and criteria of the AINP in mind. The Company will use best efforts to recruit only those TFWs who have a vested interest in the plant.

(f) The Company and the Union agree that any disputes regarding the interpretation, application, or alleged violation of this LOU will be referred to Joint Labour Management meetings and if not resolved, grievance arbitration.

Letter of Understanding #4 – Apprenticeship Training Program

The Company and the UFCW Local 401 recognize the value of highly skilled employees. The parties have therefore agreed to foster the enhancement of skill development of their employees and members through the promotion and implementation of an Apprenticeship Program.

Therefore, the Parties agree:

Each employee who enters the Apprenticeship Program will complete the Training Program in its entirety and will remain in the employ of Sofina Foods Inc., for a minimum period of two (2) years following completion of the Program. Failure to fulfill either or both conditions will result in a requirement for the employee to repay Sofina Foods the tuition costs of the Program paid on behalf of the employee. If an employee partially completes the Program or fails to remain in the employ of Sofina Foods for a full two (2) years after completing the program, the amount of tuition to be repaid shall be pro-rated accordingly. An apprentice must complete the program within six (6) years.

The costs of the tuition may be recovered from an employee who fails to meet these conditions by deducting the amount from vacation or other monies owed to the employee at the time of termination of employment. If these monies are insufficient to repay the debt the employee will, prior to termination, repay the difference between the amount covered by the monies owed the employee and the debt. Further, if the employee does not complete the program the monies will be repaid within one (1) month of the employee's last training module or session of the Program. This requirement for tuition will be waived should the employee find it necessary to withdraw from the Program for objective medical reasons.

The apprentice must provide written documentation from the program coordinator that they have successfully completed their respective school term and have moved up to the next highest year of studies within the program.

A current employee who has an interest in doing an apprenticeship and has the capabilities and prerequisites to complete the education will carry their current rate of pay over until they begin their apprenticeship program at which point, will join the scale outlined below:

1st Year	***80 % of Classification Rate***
2nd Year	***85 % of Classification Rate***
3rd Year	***90 % of Classification Rate***
4th Year	***95 % of Classification Rate***
5th Year	***100% of Classification Rate***

Before commencing the Apprenticeship Program each Sofina employee who enters the Apprenticeship Training Program will sign the Letter of Commitment agreeing to the tuition recovery as set out in paragraph (a) of this Letter of Understanding and authorizing the deduction of such tuition from vacation pay or other monies owed as set out in paragraph (b) of this Letter of Understanding.

The Parties further agree to the following:

(a) Apprenticeship guidelines will be in conduction with the Alberta Skilled Trades and Apprenticeship Training Division.

(b) The cost of fifty (50%) percent of tuition fees will be paid by Sofina Foods while all other costs will be the responsibility of the apprentice. Upon successful completion of the Program, Sofina will reimburse the apprentice for the remaining fifty (50%) percent of tuition costs.

(c) ***Apprentices must be willing to sign a commitment stating that after completing the Apprenticeship Program the Apprentice will commit to work for Sofina Foods for at least a two (2) year period, otherwise the Apprentice will reimburse monies paid by Sofina Foods for the costs incurred during the program.***

(d) ***Completion of an Apprenticeship Program will not automatically result in an appointment to Journeyperson status. A vacancy must exist and normal posting and competition processes will apply.***

(e) ***Apprentices must apply for Employment Insurance when attending modular training.***

Signed this ________ day of ____________________, ***2026.***

For the Company:

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Company Committee:

Stephanie Kasparian
Julie Enman
Robert Kirby

For the Union:

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Bargaining Committee:

Mikale Adguy
Rosa Arcos
Vinco Comey
Leon Dupuis
Jaime Lopez-Barillas
Ben Miller
Asif Munir
Jorges Rojas
Cheryl Watamaniuk
Devin Yeager

This Agreement was ratified on ***May 16th, 2025.***