# COLLECTIVE AGREEMENT

between

ALBERTA DISTILLERS LIMITED

and

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

***Renewal: December 31st, 2028***

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This Collective Agreement is entered into by the United Food and Commercial Workers Canada Union, Local No. 401 (hereinafter referred to as the Union) and Alberta Distillers Ltd. (hereinafter referred to as the Company). The purpose of this Agreement is the promotion of harmonious relations between the Company and the Union; the establishment of equitable and peaceful procedures for the resolution of differences; and the establishment of rates of pay, hours of work, and all other terms and conditions of employment. The parties agree to administer this Agreement in compliance with all legislative requirements and to work cooperatively to ensure that the rights of all employees are protected.

## Article 1 – Recognition and Scope

1.01 The Company does hereby recognize the Union as the sole labour organization representing the Company's employees covered by certificate C-63-2018 issued by the Alberta Labour Relations Board (ALRB) and recognizes and agrees to treat and negotiate with the Union as the sole and exclusive bargaining agency for and on behalf of such employees in its plant in Calgary, Alberta. No individual employee or group of employees shall undertake to represent the Union at meetings with the Company without proper authorization of the Union.

1.02 The term "employees" as used in this Agreement means all individuals working on hourly rated production and maintenance jobs employed at the Calgary plant, but in no event shall it include Managers, Supervisors, superintendents, department heads, non-working foremen, nurses, guards, chemists, office employees, and excluding such employees as are now covered by other certificates issued by the ALRB.

1.03 Persons excluded from the bargaining unit shall not be permitted to perform any work normally performed by employees in the bargaining unit, which said employees now perform or have performed in the past, except for purposes of training, instruction, experimental work, test repaired equipment, emergency utility shut-off, and overflowing tank shut-offs. The Union employee in this case would not be held responsible for the results.

1.04 For the purposes of interpreting this Agreement wherever the singular or masculine gender is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the Agreement so requires.

1.05 The Company shall have full authority in the operation of all branches of its business, including the right to employ any person it may see fit, to maintain discipline and enforce reasonable employment rules, and to discharge or suspend any employee who is unsatisfactory to the Company. Employees will abide by the plant rules.

1.06 For the purposes of clarification the term "earnings" shall be interpreted to mean hours paid while working, including vacation, but shall not include payments received by the employee from Workers' Compensation, Weekly Indemnity, Long Term Disability, or Employment Insurance, unless specifically mentioned in another Article.

1.07 In the interest of providing a positive atmosphere, the Company, in conjunction with the Union Executive, agrees to commit to ongoing updates through the Town Hall meetings, Union/Management meetings, Union Membership meetings, and any other method of communications. Town Hall meetings shall be held at least once every calendar year to keep employees informed.

## Article 2 – Membership

2.01 Employees covered by this Agreement, who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. All employees covered by this Agreement and hired on or after the effective date of this Agreement, shall become and remain members in good standing of the Union.

2.02 (a) All newly hired employees shall be deemed to be on probation for the period of seven hundred twenty (720) working hours following their first day of employment

and may be discharged by the Company at any time during such probationary period. The discipline or termination of probationary employees shall not be made the subject of a grievance.

(b) If a probationary employee works for a period of less than seven hundred twenty (720) working hours and is laid off and is later recalled, the first period worked and any subsequent period shall count as part of the seven hundred twenty (720) working hours of probation, unless the period of time between the last date worked and the date a probationary employee is recalled exceeds six (6) months, in which case the period of probation will start again.

(c) Employees shall be enrolled in the Company Health and Welfare Plans not later than the first ***(1st)*** of the calendar month following the completion of their probationary period.

2.03 The Union shall be the sole judge of the good standing of its members. Any employee who fails to become a member of the Union or who fails to pay the required initiation fees and periodic dues and duly authorized assessments as prescribed by the Union, shall be immediately discharged upon written notice from the Union to the Company setting forth the reason for the discharge, which will be consistent with the laws of Alberta. Expulsion or suspension of members by the local Union shall be under regulations consistent with the constitution of the United Food and Commercial Workers International Union.

2.04 All employees subject to the terms and provisions of this Agreement shall be required to pay the initiation fee, periodic dues, and duly authorized assessments established by the

Union as a condition for good standing membership in the Union.

## Article 3 – Dues Check-Off

3.01 Upon commencing employment, the Company shall require all employees to complete the Union's membership application form and remit same to the Union. The Union's membership application form includes the authorization for Union dues, assessments, and fees to be deducted.

3.02 The Company agrees to deduct from the wages of each employee, such initiation fees, assessments, and Union dues as determined by the Union. The parties agree that should the Union require a dues structure that creates a new administrative process for the Company, the parties will meet to discuss and resolve. The amount of dues, fees, and assessment paid by each employee will be included on the T4 income tax form. Special assessments will also be deducted from the employees' pay upon proper notification from the Union. Notice must be forwarded to the Company thirty (30) calendar days before any change is to become effective.

3.03 Monies deducted during the month shall be forwarded by the Company to the Union not later than the fifteenth (15th) day of the following month and accompanied by an electronic statement of the names of the employees for whom the deductions were made, total regular hours paid for each pay period, and the amount of each itemized deduction for dues, fees, and other assessments.

The above dues, assessments, and initiation fees shall be submitted electronically in a manner acceptable to both parties.

3.04 The Company shall ***ensure that the deductions and remittances are correct and in accordance with the instructions from the Union.***

***3.05 The Company will supply a seniority report, on a quarterly basis, that includes up to date contact information which includes:***

- ***Full Name;***
- ***Employee Number;***
- ***Status (Full-Time, Part-Time, Active, Inactive);***
- ***Classification;***
- ***Union Seniority Date;***
- ***Home Address (including City and Postal Code);***
- ***Phone Number;***
- ***Email Address;***
- ***Current Rate of Pay.***

Article 4 – Hiring

4.01 The parties agree that it is desirable to stabilize employment in the industry by granting preference of employment to experienced persons and recognize that the Union's knowledge and experience within the industry, together with the sources of competent manpower available to it, can be of assistance to the Company in recruiting needed employees. It is therefore agreed that the Company shall notify the Union whenever employees are to be hired and shall afford the Union an opportunity to recommend job applicants. Similar notifications may be given to other sources of employment. The Company further agrees to give such job applicants due consideration; however, such determinations are not subject to challenge by the Union.

4.02 The Company agrees to notify the Union in writing of the names, addresses, and telephone numbers of newly hired employees within five (5) business days of the date of hiring any such new employees.

4.03 The Company agrees to advise the Union of the date of orientation for all new employees and to invite a Union Representative to participate in a thirty (30) minute segment of the orientation.

## Article 5 – Discipline and/or Discharge

5.01 The Company shall not discipline or discharge any employee other than probationary employees without just cause. The Company shall notify the Steward and/or Unit Executive Member prior to meeting with an employee who may be subject to discipline. The Steward and/or Unit Executive Member must be present when the Company is meeting with an employee who may be subject to discipline for the purpose of either conducting an investigation meeting that may give rise to discipline or a meeting to provide notice of discipline or discharge.

Any discipline issued to a probationary employee will not be subject to the grievance procedure but shall be removed from the affected employee's file upon completion of the probationary period.

***The Company shall act reasonable, non-discriminatory, fairly, and in good faith.***

***When a probationary employee is terminated, they will be provided with a letter outlining the reason(s) for termination.***

5.02 If the Union considers such discipline or discharge to be without just cause, the matter shall be handled in the manner more fully set forth in Article 20. Discharge grievances will commence at the third ***(3rd)*** step of the grievance procedure.

5.03 In the event such discharge or suspension is determined to have been without just cause, the employee shall be reinstated in good standing, without prejudice or loss of seniority rights, and shall receive full pay for the time lost.

5.04 The Company will not rely on previous discipline that occurred more than one (1) year prior to the current incident. In the case of suspension, the time frame is two (2) years.

***5.05 Copies of all disciplinary notices, suspensions, or terminations, shall be provided to the affected employee, the Shop Steward and a copy will be sent to the Union office.***

***5.06 Any final decision regarding employee disciplinary actions, including warnings, suspensions, and terminations, will be decided by designated members of Management and not solely relying on an automated system.***

Article 6 – Union Affairs

6.01 It is specifically understood and agreed that there shall be no restraint, coercion, interference***,*** or discrimination by the Company***,*** or any of its agents against members of the Union, because of membership therein***,*** or the carrying on of***,*** any legitimate Union activities.

6.02 It is further understood and agreed that it shall not be just cause for the discharge of any employee that such employee engaged in legitimate Union activities.

6.03 The department Steward and/or Unit Executive Member, with permission from their supervisor, will address any Union business that may occur. It is understood that this will not be abused.

6.04 It is understood and agreed that Union ***o***fficials of Local Unions of the United Food and Commercial Workers Canada or officials of the United Food and Commercial Workers International Union, shall have the right to visit the plant in the course of their Union duties.

6.05 (a) Unit Executive and members of the Union shall be allowed time off with pay but with no loss of benefits for official Union business with due regard given production requirements of the Company. Such leaves will not be unreasonably denied.

The Company will invoice the Union for the cost of the time off with pay.

(b) One (1) appointed or elected member shall be granted a leave of absence of up to five (5) years, to participate in business for the Union. This employee will continue to accumulate seniority during the Union leave of absence. For any leave in excess of two (2) years, the member will not continue to accumulate service for the calculation of severance pay if the member is on Union leave at the time of the notice of closure being issued.

The leave will commence within sixty (60) days from the date the request was received by the Plant Manager.

Any posted position held by the Union member will be posted within three (3) months after leave has been granted, provided there is a need for such position.

The Union member will be required to give the Company fourteen (14) days' notice in writing of their intention to return to work. The Union member will be returned to their posted position if the leave is less than three (3) months or to General Help if the leave is longer.

6.06 Members of the Unit Executive Committee or designates, to a maximum of four (4), shall not suffer a loss of pay for all scheduled working hours spent in Union/Management meetings.

No employee shall suffer a loss of pay for attendance in a meeting with Management during their regular scheduled hours.

6.07 The Union will provide lockable bulletin boards which will be installed by the Company in each department. The bulletin board is for Union information only. The Union will be responsible for the maintenance and the repair of the bulletin board.

6.08 Shop Stewards are not to be habitually rotated out of their department without consultation with the Union.

6.09 Education and Training Fund

***Effective January 1st, 2026, the Company agrees to make a lump sum contribution of seven thousand five hundred ($7,500.00) dollars to the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund. The Union agrees to provide the Company***

***a detailed breakdown of the benefits provided to the membership from this fund.***

***6.10 The cost of printing this Collective Agreement will be shared between the parties.***

Article 7 – Work Schedules

7.01 (a) Subject to the provisions of Article 9.01 of this Agreement, this paragraph is intended to define the normal hours of work and shall not be construed as a guarantee of hours of work per day, or per week, or of days per week. The regular work schedule for all employees, except shift workers, shall be forty (40) hours per week consisting of five (5) consecutive days of eight (8) hours each, Monday through Friday. Shift workers are any employees scheduled to work ten (10) hours or twelve (12) hours in length, on the shift schedules defined under Article 7.02 of this Collective Agreement.

(b) For the purposes of this Collective Agreement the following definitions shall apply:

Shift = Hours worked on a workday:

- ***Eight*** (8) or ***ten*** (10) hours of work per day for non-continuous

- ***T***welve (12) hours of work per day for continuous operations

Continuous operations in this ***A***greement will mean operations covering twenty-four (24) hours in a day and

seven (7) days per week and will be scheduled according to the provisions of Article 26.

7.02 The regular starting and quitting times for all shifts are defined below:

| Shift Schedule | Days Start and End | Afternoons Start and End | Nights Start and End |
|---|---|---|---|
| Straight 8 Hour Days | ***06:30 to 15:00*** | | |
| 8 Hour Shift | ***06:30 to 15:00*** | ***14:45 to 23:15*** | 23:00 to 07:30 |
| 10 Hour Days | 06:30 to 17:00 | | |
| 12 Hour Continuous Operations | ***06:30 to 18:30*** | | ***18:30 to 06:30*** |

Employees in all non-continuous work departments shall be released from work five (5) minutes early to allow for a wash and clothes change period prior to lunch and quitting times. For the purposes of clarification, the term "starting time" shall be interpreted to mean at current workstation and available for work.

The time clock***s are*** the only official time recognized by the Company. Employees are responsible to take note of the time and maintain work schedules to it.

7.03 The Company reserves the right to alter starting and quitting times with at least twenty-four (24) hours notice, provided that the change is not more than two (2) hours before or after the normal starting time defined in Article 7.02. If the shift runs

past ***18:00*** p.m. then afternoon shift premium will be paid for the full shift.

In the event that the required notice is not provided under this Article, the first shift in the change shall be paid at the rate of time and one-half (1 ½ X) for all hours worked.

7.04 This Article does not apply to spare positions or relief employees. However, these employees must be offered forty (40) hours of pay for that week or be paid for shortage at straight time.

7.05 With at least fourteen (14) calendar days' notice, the Company reserves the right to change an employee from one (1) shift to an alternate shift in Article 7.02, provided the duration of the change is two (2) weeks or less. If the duration of the changes are greater than two (2) weeks in duration, the Company will provide at least thirty (30) days' notice.

In the event that the required notice is not provided under this Article, the first shift in the change shall be paid at the rate of time and one-half (1 ½ X) for all hours worked.

7.06 The Company shall consult with the Union and then provide employees thirty (30) days' notice in advance of any change in shift schedules as outlined in Article 7.02 or the introduction of a new shift. The Company shall provide the rationale for the change. The Company is not required to consult for changes made pursuant to Articles 7.03 or 7.05.

In the event that the required notice is not provided under this Article, the first shift in the change shall be paid at the rate of time and one-half ***(1 ½ X)*** for all hours worked.

7.07 Overtime work shall not be compulsory provided that an employee not desiring overtime work can be replaced with another employee willing and able to do the work required.

The Company will post in the Guardhouse when there is a specific opportunity for employees to volunteer for overtime. The Company will endeavor to provide a minimum of twenty-four (24) hours' notice. Employees must sign up for the overtime opportunity before ***0***8:30 AM the day after the opportunity is posted, except where the Company is not able to provide twenty-four (24) hours' notice of the overtime. Employees must sign up for the overtime opportunity before ***0***8:30 AM on Friday for overtime to be worked on Saturday, Sunday, or a Statutory Holiday that is observed on a Monday.

When overtime work is required, overtime will be distributed to individuals based on the following criteria:

(1) By order of seniority, departmental employees holding posted positions who normally perform the work.

(2) By order of seniority, posted spares for the positions being filled.

(3) By order of seniority, the most senior employees in the department trained and competent in the task.

(4) By order of plant seniority, trained and competent employees.

(5) Probationary employees competent in the task.

It is understood that if sufficient manpower is not available after the above steps have been followed, the Company may seek volunteers and, if necessary, will assign the overtime

work by inverse order as outlined in the above steps, provided that a junior employee is capable of performing the work.

When call-in overtime is required, it will be distributed based on the criteria outlined above.

In the event that there is an incorrect allocation of overtime as defined in this Article, the employee(s) missed shall be paid such hours at the applicable rate.

No disciplinary action shall be initiated by the Company against any employee for refusing to volunteer to work overtime. The overtime position must be filled, and the Company will assign the overtime work by inverse order as outlined in the above steps, provided that a junior employee is capable of performing the work.

7.08 Rest Periods

All employees, except employees in continuous operations, shall be given two (2) paid rest periods of fifteen (15) minutes each off the job during each day, one (1) in the morning and one (1) in the afternoon in addition to a thirty (30) minute unpaid lunch.

7.09 Employees who work overtime extending the day, except employees in continuous operations, are entitled to the following:

- Fifteen (15) minute break to be taken at the onset of the overtime, however, the actual time that the break is taken may vary depending on production requirements.

- If overtime extends more than two (2) hours past their shift end, the employee is entitled to a thirty (30) minute meal

period and a meal allowance of ***twenty-five ($25.00) dollars***.

- If overtime exceeds six (6) hours the employee is entitled to an additional thirty (30) minute meal period and a meal allowance of ***twenty-five ($25.00) dollars***.

This Article also applies to overtime that occurs beyond any scheduled overtime on Saturday, Sunday, or Statutory Holidays. The meal allowance is not payable in the case of scheduled overtime if twenty-four (24) hours' notice has been given of such overtime.

7.10 Mutual Shift Changes

Employees who, by mutual agreement, wish to shift trade for personal reasons will be permitted to do so with the prior approval of the Shift Supervisor however, it is understood that such approval must be obtained at least seventy-two (72) hours prior to any such shift trade taking place, except in emergent circumstances. Employees will not be permitted to work double shifts (i.e., sixteen (16) or twenty (20) consecutive hours) in order to accommodate shift trades. ***Mutual shift change requests shall be submitted and approved electronically.***

7.11 An employee required to work overtime after their regularly scheduled shift shall be entitled to eight (8) continuous hours between the end of their overtime and the start of the next regular scheduled shift. All regularly scheduled hours that fall within this eight (8) hour break shall be paid at the employee's ***hourly wage*** and considered as time worked.

Any impact from this Article shall not constitute a schedule change, specific to this overtime.

## Article 8 – Compensation

8.01 Subject to other relevant provisions of this Agreement, all employees coming under the scope of this Agreement shall be compensated for their services in accordance with Appendix "A", Wage Schedule, attached hereto.

8.02 Pay Day

Pay day shall be every second Friday and employees' wages shall be remitted to their respective accounts through the facility of electronic transfer.

The payroll cut-off shall be ***0***6:00 a.m. Monday morning. For shifts where the majority of the hours fall after the cut-off, all the hours for that shift will be paid on the next payroll period.

8.03 All work performed in excess of eight (8) hours per day shall be paid for at the rate of time and one-half (1 ½ X) for the first three (3) hours and double (2X) time thereafter.

8.04 Work performed on Saturday by all employees shall be paid for at time and one-half (1 ½ X) the regular rate for the first eleven (11) hours and double (2X) time thereafter.

8.05 All work performed on Sunday by all employees shall be paid for at double (2X) the regular rate.

8.06 All employees required for overtime work shall be paid a premium of two (2) hours at regular rate, if this overtime is cancelled less than four (4) hours prior to the end of the regular department quitting time on the day the overtime had been scheduled to be worked. The department referred to above will be the department where the overtime is being worked.

8.07 All work performed prior to the regular scheduled shift starting time or after the scheduled shift quitting time shall be paid at the rate of time and one-half (1 ½ X), subject to provisions of Articles 7.03, 7.04, or 8.03.

8.08 Shift Premiums

All employees working on the afternoon shift shall receive a shift premium of ***one dollar and ten ($1.10)*** cents per hour and all employees working on the night shift shall receive a shift premium of one dollar and ***forty-five ($1.45)*** cents per hour. When shift employees are required to work overtime, they shall receive the regular overtime rate plus the shift premium.

8.09 All ***p***robationary employees except Journeyman and Power Engineer with certificates shall commence employment at the rate of four ($4.00) dollars per hour less than the rate specified in the Wage Schedule, Appendix “A”.

Upon completion of the ***p***robationary period, an increment of fifty ($0.50) cents per hour will be provided after each one thousand forty (1,040) hours of earnings until the regular rate per the Wage Schedule, Appendix “A” is attained.

8.10 In the event of an underpayment greater than fifty ($50.00) dollars caused by the Company, the Company will provide the employee with the option of receiving the required payroll adjustment on the next pay period or receiving an off cycle pay.

In the event of an overpayment, ***the Company*** will inform the employee and discuss repayment options ***in accordance with Employment Standards legislation***. In the event mutual agreement cannot be reached regarding repayment, the Company shall recover the overpayment by deducting up

to ten (10%) percent of the employee's gross earnings per pay period. The Company will provide the employee with written notice before deduction is made for the overpayment. When employment ends, the remaining amount owed by the employee will be deducted from the final pay.

***8.11 Training Premium***

***Within the life of this Agreement, the Company agrees, in consultation with the Union, to establish a Train the Trainer program. As a result of the program, qualified trainers will be eligible for a trainer premium of one dollar and fifty ($1.50) cents per hour. It is understood and agreed that training is and will remain a responsibility for all job classifications.***

Article 9 – Guaranteed Work

9.01 Employees who report to work on any day shall be offered at least four (4) hours work, in the plant, or in the event an opportunity to work in the plant is not given, the employee shall be paid four (4) hours at the prevailing ***hourly wage*** for that day, except however, in the case of employees actually at work in the plant where time is lost by the employee because of fire, power failure, employees shall be guaranteed four (4) hours work. No guarantee shall be applicable with respect to a shutdown caused by an act of God.

9.02 Call-In

Any off-duty employee who is called to perform emergency work shall be paid for at least four (4) hours double (2X) time. Any work beyond four (4) hours shall also be paid at double (2X) time, unless however, this becomes a part of their regular

shift, in which case the regular rate will be paid. The employee shall not perform work other than emergency work.

If there are less than eight (8) hours between the end of the call-in period and the start of the employee's next scheduled shift, then:

(1) The length of the employees' next scheduled shift will be reduced to provide eight (8) hours of rest after the end of the call-in;

(2) The employee will be paid at their straight time hourly rate for the originally scheduled hours of the shift***;***

***(3) The call-in will be considered complete when all work related to the issue is resolved and approval is given from a supervisor to leave the site. Any additional work required as part of the original issue will be considered part of the same incident and will be part of the same emergency work for the purpose of defining the scope of the call-in;***

***(4) If one (1) or more additional emergency (non-routine) jobs develop, the Company will offer the work to the employee onsite first, provided the additional emergency is within four (4) hours of the start of the first (1st) call-in. If the employee is no longer on site, unable to accept the additional call-in or the additional emergency is beyond four (4) hours from the start of the first (1st) call-in, the additional emergency call-in will be offered by seniority; and***

***(5) The Company shall leave a voice message if they are unable to reach employees.***

## Article 10 – Statutory Holidays

10.01 The following are hereby declared holidays:

| | |
|---|---|
| New Year's Day | National Day for Truth and Reconciliation |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Eve |
| Canada Day | Christmas Day |
| Civic Holiday | Boxing Day |
| Labour Day | |

10.02 Employees who are not required to work on these days shall ***be paid the equivalent hours of their regular shift*** at straight time hourly rate ***provided they meet the criteria of Article 10.04***. ***This shall be considered as time worked for the purposes of calculation of overtime.***

10.03 Employees who are required to work on these days shall ***be paid the equivalent hours of their regular shift*** at straight time pay plus double (2X) time for all the hours worked.

10.04 ***An employee is not entitled to general holiday pay if they:***

- ***Have worked fewer than thirty (30) workdays in the twelve (12) months prior to the holiday;***
- ***Are absent from work on a general holiday when they are required or scheduled to work;***
- ***Are absent from work the last scheduled day before the holiday or the first scheduled day after the holiday and they do not have their Company's consent for the absence.***

***The same rules apply whether a business is open or closed on a holiday.***

10.05 All holidays falling on a weekend will be observed on the following Monday, Tuesday, or Wednesday if applicable. Should the day on which the holiday is to be observed be changed for the convenience of the regular day employees, it shall not affect the day on which shift employees observe the holiday.

10.06 In the event work is required on any of these holidays, every effort will be made to give at least twenty-four (24) hours notice.

10.07 Should any Statutory Holiday be no longer observed or be moved, then the first year of such move or deletion, the holiday will be observed by the Company and employees on the regular day upon which it falls. After the first year a floating holiday will be added at a date agreed between the Company and the Union.

## Article 11 – Vacation with Pay

11.01 (a) The Company shall grant vacation with full pay to all employees on the following basis:

| Period of Seniority | Vacation | Percentage |
|---|---|---|
| ***One*** (1) Year | ***Two*** (2) Weeks | ***Four*** (4%) Percent |
| ***Four*** (4) Years | ***Three*** (3) Weeks | ***Six*** (6%) Percent |
| ***Ten*** (10) Years | ***Four*** (4) Weeks | ***Eight*** (8%) Percent |
| ***Sixteen*** (16) Years | ***Five*** (5) Weeks | ***Ten*** (10%) Percent |
| ***Twenty-Five*** (25) Years | ***Six*** (6) Weeks | ***Twelve*** (12%) Percent |

Vacation entitlement is granted and scheduled in hours, based on the average normal working week of forty (40) hours.

(b) Vacation Eligibility

The following rules will apply to vacation eligibility:

Calculation of Vacation Pay: Vacation pay will be calculated on daily (normal hourly rate times hours of vacation) or percentage of gross earnings basis, whichever is greater, and shall include the vacation pay from the previous year. Prior year's gross earnings will be used to calculate this percentage. The amount of the current year's vacation entitlement will be calculated up to the end of the pay period coinciding with or nearest to the date of December 31st of the prior calendar year.

Employees who were away from work for more than thirty-one (31) consecutive days between January 1st and December 31st of the proceeding vacation year, will have their vacation pro-rated based upon the time that they worked, as well as time that they were on approved WCB during that year.

(c) The amount of vacation pay will correspond to the amount of vacation entitlement taken at the time.

(d) Payment will be made by electronic transfer to the employee's bank account.

(e) If compensation is paid, it will be computed before December 31st or when the employee leaves the Company.

***(f) Approved vacation will be considered as time worked for the calculation of overtime.***

***(g) Vacation shall be determined to start at the end of the last regular scheduled shift and run until the start of the next regular scheduled shift.***

11.02 (a) Vacation Periods: The period for taking vacations shall be from January 1st to December 31st.

(b) Vacation must be requested and approved by the end of the shift prior to the vacation being requested.

(c) In calculating three (3), four (4), five (5)***,*** and six (6) weeks' vacation benefits, any employee who qualifies for an extra week will be eligible to take the extra week after they have reached their anniversary date. If the anniversary date falls in the months of November or December they may be permitted to take their vacation by January 31st of the following year.

11.03 In the event a Statutory Holiday occurs during an employee's vacation period, they shall be paid for the Statutory Holiday in addition to the vacation pay. The employee shall have the right to take the extra day(s) concurrent with the actual vacation period, providing it does not disrupt the work schedule. In this case, the employee would be notified before leaving on vacation if they are going to be required for start-up work.

11.04 (a) Vacations may be granted at any time subject to operational requirements. The Company will make a sincere effort to grant vacations at times requested by employees.

(b) Vacation requests will be scheduled by department seniority from January 1st to January 31st for weekly blocks. Employees can submit vacation requests for

part or all of their annual entitlement in weekly blocks. The Company will notify employees electronically of approval or denial within seven (7) days of the closure of the vacation selection period.

Vacations that are requested after that time frame will be scheduled on a first come first serve basis. Vacation requests submitted that are not approved will be reconsidered prior to the consideration of new requests for the same requested time off.

(c) All employees may choose to take single vacation days (or a combination of days) to a maximum of five (5) single days per year. Employees who took all of their vacation as time off in the previous vacation year, except as permitted in Article 11.04 (c), may take an additional five (5) single days for a maximum of ten (10) single days in the current vacation year. Vacation requests for single days are considered on a first come first serve basis. The Company will notify employees electronically within seven (7) days of submission or as soon as possible for requests with less than seven (7) days of advance notice.

(d) All vacation entitlement must be scheduled and taken in the year of entitlement, except:

(i) If the remaining vacation entitlement is less than a full shift, the remaining hours may be carried forward to the next vacation year;

(ii) If cancellation is required due to plant operation considerations in November or December, the balance of vacation owing must be taken by the end of January of the following year.

(e) A Supervisor will meet with an employee who has unscheduled vacation as of June 30th to agree on mutually satisfactory dates to schedule the vacation. If an employee has not submitted requests by ***August 15th*** for the scheduling of their vacation to be taken by December 31st, then the Company may determine when the vacation will be taken. In such event, the Company will give the employee at least two (2) weeks' written notice of when the vacation will be taken.

***To help employees schedule their vacation, the Company will make an earnest effort to announce the outage dates by August 15th, subject to operational changes.***

(f) Except as noted in this Article, any vacation entitlement that is not taken by December 31st of the calendar year will be paid out by the end of February of the next calendar year.

## Article 12 – Seniority, Promotions, Layoff, and Recall

12.01 (a) Upon completion of the probationary period, employees shall have their seniority from the original date of hire. For members hired on the same day, their seniority shall be determined by drawing names out of a hat on the date of hire in the presence of a Unit Executive member.

(b) In cases of layoff of employees, or recall of employees from layoff, seniority will be the governing factor provided that the employee is qualified to perform the work available. In the event of layoff of employees***,*** a senior employee will have the opportunity to request a

layoff if there is a junior employee qualified to perform work.

***If fewer employees are required at any time, seniority shall be recognized and followed in reducing the workforce. Employees shall be laid off in inverse order of seniority. Retained employees may select from the resulting vacant positions for which they are qualified, in order of seniority.***

If an employee is transferred to a lower rated position due to breakdown, shutdown, layoff, or work availability, they may be offered work other than that which they normally perform provided that they are qualified to perform such work. In such a situation the employee would receive the ***hourly wage*** applicable to the work so offered and the penalty for insufficient notice of a schedule change would not apply.

(c) In cases of transfer, promotion, or the filling of vacancies in either existing or new positions, seniority and the ability to perform the work will be the governing factors in the selection of employees.

(d) In the event of a pending layoff, the Company will provide at least ***seventy-two (72)*** hours' notice of such layoff to the affected employees.

***(e) Whenever notice of layoff is provided to an employee(s), a Shop Steward or Union Representative must be present.***

***The affected employee and the Shop Steward will be provided with a copy of the layoff notice, and a copy will be sent to the Union office.***

12.02 Recall Privileges

***Employees shall be recalled based on seniority and qualifications.***

| Years of Service | Recall Privileges |
|---|---|
| Under five (5) years | If off less than one (1) year |
| Over five (5) years | If off less than two (2) years |

12.03 Recall List

The call-in procedure for work assignments in areas such as Packaging shall be:

(1) Employees will be telephoned in order of seniority until work crew requirement is filled.

(2) Administrative staff will record time and date of telephone calls.

(3) Employees must keep Supervisor informed of telephone number changes and, in the interest of efficiency, the Company will agree to keep the Union updated as to telephone number changes.

12.04 The Company shall update the seniority list monthly and provide to the Union.

12.05 It is understood that the transfer of an employee from department to department shall not affect such employees' basic seniority rights as an employee of the Company.

12.06 Seniority rights of employees shall terminate upon their discharge or resignation.

12.07 When recalling laid off employees, the Company will contact employees first by telephone and failing that by registered letter or courier at last known address. If within two (2) working days after receipt of this notice the employee fails to report for duty or advise the Company that they will report within ten (10) days the employee will be deemed to have voluntarily severed their employment, unless a reasonable explanation is given.

***12.08 The Company and the Union recognize that technological change can offer significant improvements in the quality and quantity of the operation.***

***For the purposes of this Article, technological change means a change which is likely to affect the security of employment of employees.***

***Where the Company proposes to effect a technological change, it shall inform the Union.***

***Such communication shall include the following:***

***(1)*** *The* ***nature of the change;***

***(2)*** *The* ***date on which the Company proposes to affect the change;***

***(3)*** *The* ***approximate number, type of employees, and location likely to be affected by the change; and***

***(4)*** *The* ***effects the change may be expected to have on the duties and responsibilities or the security of***

***employment of employees covered by the Collective Agreement.***

Article 13 – Job Postings and Position Filling Process

13.01 Recognizing that the plant's machinery and processes are continually becoming more complex, the Union agrees that critical positions must be filled with trained people. Therefore, the job posting and position filling procedure will be:

(1) All openings, including apprenticeship opportunities, will be posted throughout the plant for open bidding on the basis of seniority and ability.

(2) The present method of appointing necessary relief employees, normally on a seniority basis, from within the department involved will be continued.

(3) Openings which require special training or abilities will be posted inside the plant first and advertised outside if there are not suitable applicants.

(4) Any employee who accepts a posted position shall not have the right to apply for another posted position for a period of one (1) year. An employee with seven (7) years or more seniority who accepts a posted position shall have the right to apply for up to two (2) postings per calendar year. Should the employee feel that they are unable to perform the work, they shall have the right to revert to their previous position within ten (10) working days. ***Any employee who has previously resigned from a position will not be eligible to apply for the same posted position for a period of twenty-four (24) months from the date of bidding, unless***

***there has been significant change in the position.*** All spare positions are exempt from this one (1) year waiting period. Employees who resign from posted spare positions will lose their exemption from the one (1) year waiting period.

***Notwithstanding the above, for positions in the Warehouse and Packaging departments, the following will apply for the option to revert to their previous role;***

***<u>Up to five (5) days:</u>*** ***Warehouse postings***

***<u>Up to five (5) days:</u>*** ***Packaging postings***

****All roles as defined in Appendix "A"***

(5) The Company has sixty (60) working days to evaluate and decide if the employee is able to do the job. If, in the Company's opinion, the employee is unable to do the job, this matter would be discussed with the Union, and the employee would then be transferred to the labour pool, and the position would be reposted. The one (1) year restriction would be terminated.

(6) The Company will assist employees in their efforts to upgrade their knowledge and abilities, when required by the Company for the employee to perform their job or another job in the plant. This would include payment of one hundred (100%) percent of tuition fees and one hundred (100%) percent of mandatory textbooks for approved technical training (e.g., steam engineering, millwright, etc.), providing they pass the course.

(7) Employees will assist with the training of new employees as requested by Management.

(8) All vacancies and newly created positions shall be posted within fifteen (15) business days of the vacancy and will be posted for five (5) business days. Notices of appointments to vacancies and/or newly created positions shall be posted on the bulletin boards for ten (10) working days. All successful applicants will be placed in their new positions within fifteen (15) business days.

## Article 14 – Pay Administration for Job Transfers

14.01 For a temporary transfer to a higher rated position, an employee shall receive the rate of the position for all time worked in the higher rated position.

14.02 If an employee is permanently ***or temporarily*** transferred to a lower rated position due to the elimination of their posted job, or for physical/mental capability, ***or for shortage of work,*** the employee shall retain their classified ***hourly wage*** for a period of thirteen (13) weeks. The Union will be notified in writing prior to the start of the period and the reason for permanent transfer.

14.03 Temporary assignments to higher rated positions shall be governed by seniority, training, and ability and shall not exceed four (4) weeks. However, such period may be extended by mutual consent of the Union and the Company.

## Article 15 – Departmental Transfers

15.01 Nothing in this Agreement shall prevent an employee from being transferred to work in any other classification, provided that such transfer is made in conformity with seniority rules, reductions in force, or when the transfer of any employee is necessary because of work availability in other departments. It is understood, of course, that an employee so temporarily transferred shall return to their regular job or department when the need for their service is no longer required. It is also understood that any employee so temporarily transferred shall be paid in accordance with Article 14.

15.02 Any employee who is transferred to another department due to reduced production shall automatically revert back to their regular job when regular production is resumed, providing they have not in the meantime taken another job posting.

## Article 16 – Leaves of Absence

16.01 Should an employee request a leave of absence, for greater than three (3) days, not covered elsewhere in the Collective Agreement, the employee shall apply in writing to the Department Head or designate stating the period of leave required.

Each request will be determined by the employee's record and the requirements of the operation. These requests will be discussed with the Union's Representative.

Leave for Military Service will be granted when requested, without loss of ***s***eniority.

If proven to have been obtained by fraud or misrepresentation, the employee may be subject to discharge.

16.02 The Company shall apply all statutory unpaid leave provisions as outlined under the Alberta Employment Standards Code. Information regarding statutory leaves is available on-line at:

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

For ease of reference, the current statutory leaves include:

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

## Article 17 – Bereavement Leave

17.01 In the case of the death of a member of the immediate family, the employee shall be allowed five (5) working days leave following the death, for which time the employee shall receive the pay which they would have earned if scheduled to be working. The leave may be scheduled over more than one (1)

period, provided the leave is completed within one (1) year of the death. Members of an employee's immediate family are mother, father, legal guardian, mother-in-law, father-in-law, brother, sister, spouse, child, ward, grandparent, grandchild, stepparents, stepchildren, stepbrother, and stepsister.

Employees shall be allowed one (1) working day for brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunts, uncles, nieces, and nephews.

These benefits are extended to previously declared common-law and same sex relationships who reside with the employee.

If the death occurs during the employee's vacation period, the employee shall be entitled to paid bereavement leave.

The Company shall be entitled at any time to demand that the employee produce proof of death and relationship in order to qualify under this Article.

Request for additional time off in the form of a Leave of Absence will not be unreasonably denied.

## Article 18 – Supplementation of Workers' Compensation Awards

18.01 Employees that suffer a work-related injury or occupational disease shall be paid in accordance with the Alberta Workers' Compensation Act.

To avoid any hardship on the employee the Company will make advance payments if necessary.

18.02 An employee that suffers a work-related injury or occupational disease and is required to leave work shall be paid full wages for that day.

Employees who suffered a work-related injury or occupational disease, that permit a continuation of work but may require subsequent visits for WCB-related appointments to WCB organized Health Care Professionals, shall be paid the time required to attend these appointments that is not paid by WCB. To the greatest extent possible, the employee will schedule these WCB approved appointments at the beginning or end of their shift to minimize lost time lost from work.

18.03 Employees requiring a temporary job change or transfer to a lower rated job due to a work-related injury or occupational disease, shall retain their ***hourly wage*** for hours worked.

## Article 19 – Uniforms and Equipment

19.01 If any employee is required to perform hazardous work, the Company shall supply necessary protective clothing and equipment.

19.02 ***Work Apparel***

The Company agrees to pay up to two hundred ***and seventy-five ($275.00)*** dollars per calendar year, per employee, for safety boots ***and insoles***.

(a) Warehouse employees, Barrel Filler/Dumper, and Maintenance Department employees – ***S***afety boots ***and insoles*** to a maximum cost of three hundred ***and seventy-five ($375.00)*** dollars, per employee per year.

(b) Probationary employees must purchase their own safety boots. When they become permanent employees, they will be compensated for these boots as outlined above.

***(c) Employees*** may use any remaining allowance to purchase ***additional branded*** work apparel for plant work requirements ***from the Company supplied catalogue***.

(d) Employees transferred from an outside department into Warehouse or Maintenance will have their safety boot allowance increased to the amount specified in Article 19.02.

## Article 20 – Grievance Procedure

20.01 The Company and the Union will act reasonably on the application and interpretation of the Collective Agreement as a whole.

In the event the Local Union or any employee believes that they have been unjustly disciplined and***/or*** any provision of the Agreement has been or is being violated, an earnest effort shall be made ***by the employee*** to resolve ***the concern directly with their immediate Supervisor or delegate. If the issue is unable to be resolved, the employee should work with the Shop Steward/ Union Representative to begin the*** grievance ***process*** as quickly as possible.

The grievance shall include:

(a) The nature of the grievance, including the date and the circumstances out of which it arose;

(b) The provisions of the Collective Agreement that are alleged to have been violated; and

(c) The remedy or correction the Company is requested to make.

Grievances must be signed by a member of the Unit Executive, a Shop Steward, or duly appointed representative before submission to the Company.

20.02 Step 1 – Supervisor

The Union Representative, with or without the employee, shall first take the issue to the immediate Supervisor of the area where the alleged violation occurred. Under normal circumstances, a ***grievance*** should be discussed with the Supervisor within twenty (20) days of the alleged violation. The Union Representative may request Human Resources to appoint an alternate Company ***R***epresentative where there is a real or perceived conflict of interest with the immediate Supervisor's involvement at Step 1.

***If the grievance is not satisfactorily settled in the manner provided in Step 1, the Union Representative shall present the*** grievance ***to*** Human Resources within ten (10) business days of the first step meeting.

20.03 Step 2 – Department Head

Human Resources will schedule a meeting with the department head, up to two (2) representatives of the Union, and the grievor. The meeting will occur within five (5) business days of Human Resources receiving the grievance. The Company shall provide the Union with a letter within five (5) business days of the meeting outlining the agreed

resolution of the grievance or the reasons for the Company denying the grievance. The Union must respond to Human Resources within five (5) business days to advance the grievance to Step 3.

20.04 Step 3 – Plant General Manager

Human Resources will schedule a meeting with the Plant General Manager, up to three (3) representatives of the Union, and the grievor. The meeting should occur within five (5) business days of Human Resources receiving the request for a Step 3 meeting. The Company shall provide the Union with a letter within five (5) business days of the meeting outlining the agreed resolution of the grievance or the reasons for the Company denying the grievance. The Union must respond in writing to Human Resources within ten (10) business days to advance the grievance to arbitration.

Step 4 – Arbitration

The Company and the Union will appoint a single arbitrator, whose expenses will be shared on a fifty-fifty (50/50) basis. If the Company and Union are unable to agree on a person to act as the single arbitrator, either party may request the Director of Mediation Services in writing to appoint a single arbitrator.

The arbitrator shall be governed by the provisions of the current Collective Agreement, and shall not alter, amend, or change the terms of this Collective Agreement. All decisions will be final and binding upon the parties.

20.05 The parties may mutually agree in writing to use mediation at any point in the grievance procedure.

The parties may mutually agree in writing to use an expedited arbitration process at Step 4.

All grievances shall be dealt with on Company time during regular working hours up to and including Step 3.

Business days in this Article excludes Saturdays, Sundays, and Statutory Holidays. Under normal circumstances, grievances should be resolved or advanced to arbitration within sixty-five (65) business days of the grievance submission.

All time limits may be extended by mutual agreement.

20.06 In the event of a termination grievance or a policy grievance, such grievance may be instituted and processed by the Local Union starting at Step 3 of the grievance procedure. The grievance must be presented within ***fifteen (15)*** business days after the occurrence or from when the Union became aware of the alleged grievance.

## Article 21 – Strike Bound Goods

21.01 Employees shall have the right to refuse to handle, work on, ship, or in any manner deal with any merchandise on behalf of any Company who is engaged in a bona fide labour dispute with the International Union or any of its Local Unions.

Employees shall have the same right regarding any merchandise destined to or emanating from any establishment involved in a bona fide labour dispute with the International Union or any of its Local Unions, nor shall the Company request any employee to perform any such work.

21.02 Employees shall also have the right to refuse to cross any picket lines established by a Local Union affiliated with the United Food and Commercial Workers International Union and/or any affiliates of the Canadian Labour Congress (CLC).

## Article 22 – General Conditions

22.01 There shall be no discrimination on any job because of gender and the agreed contract rates shall be paid irrespective of which gender performs the work.

22.02 In the event that, due to changing conditions, it becomes necessary to combine or consolidate existing jobs, the Company agrees to discuss such changes (including possible rate and classification changes) with the Union in advance. In the event that a dispute arises concerning the above, the Union may process same in conformance with Article 20.

22.03 Outside Contractors

The Company will make all reasonable efforts to use employees who are qualified to perform non-project work required by the Company rather than contracting such work out. The Company shall provide the Union, on a monthly basis, with the hours worked by all outside contractors and the work being performed. At the regular Union/Management meetings, the Company and the Union will review the use of contractors, discuss upcoming work, and explore ways to use employees who are qualified to perform non-project work required by the Company.

22.04 In the ***M***anufacturing departments, or in any department operating on shifts, the Chargehand/Operator must remain on duty until the relief Chargehand/Operator replaces them

unless such Chargehand/Operator is given permission by their supervisor to leave. In strict emergency, a shift Chargehand/Operator may shut off their equipment, notify fellow Chargehand/Operator and guard on duty. The relieving shift Chargehand/Operator shall notify the Supervisor as soon as possible.

22.05 In the ***M***anufacturing departments, Chargehands and Operators may be rotated from job to job for purposes of training and education at the discretion of the Company and following discussion with Union Representatives.

22.06 In the case of a major operational area closure, the Company agrees to pay permanently terminated employees of greater than one (1) year seniority a sum equal to one (1) weeks' pay per year to a maximum of twenty (20) weeks in total, based on a forty (40) hour work week.

In the case of plant closure, the Company agrees to pay permanently terminated employees a sum, upon termination, equal to two (2) weeks' pay per year of service.

22.07 No employee shall be required to assume the duties of any employee on Workers' Compensation, modified duties, sick leave, vacation, or transfer, in addition to their duties. The workload of one ***(1)*** employee will not be increased but may be altered if a fellow employee is away.

22.08 No employee shall leave the plant site without first having obtained permission from their immediate Supervisor, or in their absence a more senior staff member. In the case of illness or emergency, the employee will advise the Company of their absence. Employees absent without good reason shall be subject to discipline up to and including discharge.

22.09 Any confidential personal information about an employee directly learned by the Company through the normal course of business will be treated as strictly confidential, and the Company will take all reasonable precautions to safeguard it.

## Article 23 – Employee Group Benefit Plans

23.01 Upon completion of the probationary period, the Company agrees to pay the benefit plan premiums for all active employees. The benefit plan includes:

- Life Insurance
- Accidental Death and Dismemberment Insurance
- Weekly Indemnity Insurance
- Long Term Disability Insurance
- Supplementary Health Insurance
- Dental Care Insurance

The policies and plans governing the benefit plans shall not be considered incorporated into the Collective Agreement, nor shall the Company be considered an insurer. The Company retains the right to change insurance carriers; however benefits cannot be materially reduced. The Company agrees to inform the Union and its members of any changes to the plans.

The payment of the three (3) day waiting period for Weekly Indemnity shall be paid by the Company once during the course of the year as per the current plan.

The plan shall include a prescription drug card.

Dental claims are reimbursed based on the current Alberta dental fee guide.

23.02 Effective January 1st, ***2026***, the Company will provide a health spending account with an annual allocation of ***five hundred ($500.00)*** dollars for each permanent employee.

23.03 (a) Company Defined Contribution Plan

All employees hired after May 1st, 2011***,*** will only be eligible for a defined contribution retirement plan with the following: ***M***aximum of six (6%) percent Company match of employee contributions. There is a one (1) year waiting period to participate in the plan. All employees will be automatically enrolled to contribute two (2%) percent into the defined contribution plan.

(b) Company Defined Benefit Pension Plan

All employees hired prior to May 1st, 2011***,*** will be eligible for the Company defined benefit plan as outlined in Appendix "B".

23.04 Personal and Family Responsibility ***(PFR)*** Leave

***Alberta Distillers provides job protected leaves in accordance with the Alberta Employment Standards Code, as required by Section 53.982.***

***Employees may take*** up to ***five (5)*** days of ***paid*** leave ***at their hourly wage each*** calendar year***.***

***To qualify as paid leave, advanced notice must be given forty-eight (48) hours prior to the leave for three (3) out of five (5) PFR days, except for Mondays for employees working an eight (8) hour shift, which will require seventy-two (72) hours' notice. If the above-mentioned notice is***

***not received, the employee is entitled to leave without pay.***

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

***23.05 The Company will reimburse the cost associated with receiving a doctor's note, filling out any medical forms, or the printing of documents from a medical practitioner, that are requested by the Company.***

## Article 24 – Court Duty

24.01 Any employee required to serve on a jury or is subpoenaed as a witness and who misses work shall be paid the difference between their straight time earnings and the amount paid them for court duty, provided they furnish proof of such court duty and provided the hours of court duty occur during the employee's regularly scheduled shift. If the duration of duty ceases as much as two (2) hours prior to the end of the day employee's regular shift (or three (3) hours in the case of a rotating shift employee) they shall report to work for the remainder of the shift.

24.02 Should the employee reporting for jury duty or subpoenaed as a witness complete their court duty and report back to work on their normal shift, and should the employee have worked less than eight (8) hours at the end of their normal shift and be required to work additional time beyond the end of their normal shift, such time will be paid at the proper overtime rate for the particular day of the week and such hours of overtime will not be considered in computing the difference between

the compensation for court duty and the normal income for the pay period.

## Article 25 – Long Service Gratuity

25.01 For all employees retiring at the age of fifty-five (55) and over, the Company agrees to pay the following Long Service Gratuity:

- ***Ten to fourteen*** (10-14) years' service – eight hundred twenty-five ($825.00) dollars.
- ***Fifteen to nineteen*** (15-19) years' service – one thousand six hundred fifty ($1,650.00) dollars.
- ***Twenty*** (20) years' service and over – two thousand two hundred ($2,200.00) dollars.

## Article 26 – A Twelve (12) Hour Shift Program in the Dryhouse and Stillhouse

26.01 The general purpose of this Article is to set out specific terms and conditions relating to a twelve (12) hour shift program for a seven (7) day Continuous Operation in the Dryhouse and in the Stillhouse.

It is understood and agreed that matters covered by this Article may differ from other provisions in the Agreement between the Company and the Union. All other provisions of the Agreement will apply unless modified by this Article.

It is also understood that, during the period of time when the twelve (12) hour shift program is in effect, other matters not

contemplated or covered by this Article may require further discussion between the parties. In such an event, the parties will endeavor, in the spirit of mutual cooperation and understanding, to resolve any such matters as expeditiously as possible.

26.02 It is further understood and agreed that the Company has entered into this Article on the understanding that the provisions herein should not result in the Company incurring costs over and above the costs normally associated with the operations in the Dryhouse and Stillhouse when a twelve (12) hour shift program is not in effect.

26.03 The term “employees” as used in this Article shall mean all employees in the Continuous Operations assigned to work twelve (12) hour shifts in the Dryhouse and Stillhouse. Any newly hired employees in these two (2) areas of operation, who are assigned to work twelve (12) hour shifts, will be required to serve a probationary period of seven hundred and twenty (720) working hours.

26.04 The work schedules established for each year for employees working the twelve (12) hour shift program will be posted electronically by the Company. The schedule will indicate the number of weeks in the shift cycle. A change in the work schedule will provide at least twenty-four (24) hours’ notice of a change in shift and at least eight (8) hours of rest between shifts. The Company reserves the right, following discussions with the Union, to revise work schedules for operational or economic reasons, including a change to the number of weeks in the shift cycle.

26.05 Employees will not be permitted to make changes or alterations to the posted work schedules, except as provided under the provisions of Article 26.07 herein.

26.06 The normal starting time for the day shift will be ***06:30*** and the normal quitting time for the day shift will be ***18:30.*** The normal starting time for the night shift will be ***18:30*** and the normal quitting time for the night shift will be ***06:30.*** Lunch and refreshment breaks will be taken as work schedules permit.

26.07 Employees who, by mutual agreement, wish to shift trade for personal reasons will be permitted to do so with the prior approval of the Shift Supervisor. However, it is understood that such approval must be obtained at least seventy-two (72) hours prior to any such shift trade taking place. Employees will not be permitted to work double shifts (i.e.***,*** twenty-four (24) consecutive hours) in order to accommodate shift trades. Shift trade reports are to be signed by the employees involved and their Shift Supervisor.

26.08 In the event that an employee is unable, for legitimate reason, to report to work for their scheduled shift, they shall, whenever possible, notify the Shift Supervisor at least eight (8) hours before the shift is scheduled to commence. The Company recognizes that it may not always be possible for an employee to provide eight (8) hours' advance notice of their inability to report for their scheduled shift. In such circumstances, the employee will notify the Shift Supervisor as much in advance of the start of their scheduled shift as possible.

26.09 Employees working the night shift (i.e.***,*** the shift with a starting time of ***18:30***) will be paid shift premium of ***one dollar and forty-five ($1.45)*** cents per hour for all hours worked on the night shift. In the event an employee working the night shift is required to work beyond their normal quitting time of ***06:30***, they shall be paid the applicable overtime rate as specified herein; however, the shift premium will not be paid for the hours worked beyond ***06:30.***

In the event an employee working the day shift is required to work beyond their normal quitting time of ***18:30***, they shall be paid the applicable overtime rate as specified herein; and in addition, they will be paid the shift premium of ***one dollar and forty-five ($1.45)*** cents per hour for the hours worked beyond ***18:30.***

26.10 All hours worked in excess of twelve (12) hours on an employee's regularly scheduled workday, when such regularly scheduled workday is Monday to Saturday inclusive, shall be paid at the rate of time and one-half (1 ½ X) for the first two (2) hours and double (2X) time thereafter. All hours worked by an employee on a day that is not a regularly scheduled workday shall be paid at the rate of time and one-half (1 ½ X) for the first fourteen (14) hours and double (2X) time thereafter for work on Monday to Saturday inclusive.

All hours worked in excess of twelve (12) hours on an employee's regularly scheduled workday, when such regularly scheduled workday is Sunday, shall be paid for at the rate of double (2X) time. All hours worked by an employee on a day that is not a regularly scheduled workday shall be paid at the rate of double (2X) time for work on Sunday.

When on a seven (7) day schedule, all hours worked on the eighth ($8^{th}$) or any additional consecutive shifts shall be paid for at double (2X) time.

26.11 All hours worked prior to the regular starting time on an employee's regularly scheduled workday, shall be paid for the ***hourly wage*** of time and one-half (1 ½ X) if the employee's revised starting time is two (2) hours or less in advance of the regular starting time. However, if the employee's revised starting time is more than two (2) hours in advance of the regular starting time, all hours in excess of the two (2) hours

shall be paid for at the ***hourly wage*** of double (2X) time. It is understood that the regularly scheduled hours on an employee's regularly scheduled workday, shall be paid for at straight time rates.

26.12 Employees receive a rotation premium that reflects time worked on Saturday and Sunday as part of the employee's scheduled shifts as of the date of ratification. An employee's rotation premium is based on the following formula:

(84 hours bi-weekly) X (***hourly wage***) X (21.46%)

26.13 In the event it is necessary to change an employee's posted schedule, double (2X) time shall be paid for the first change of shift in the shift change if the Company does not provide thirty (30) days' notice. This Article does not apply to ***s***pare positions or relief employees.

26.14 In the event an employee is required to work overtime in excess of two (2) hours beyond their normal quitting time of either ***18:30 or 06:30***, as the case may be, the Company agrees to make suitable arrangements for the provision of a meal up to ***twenty-five ($25.00) dollars***. Charges over ***twenty-five ($25.00) dollars*** will be deducted from the employee's pay. If no meal is provided***,*** the employee will be paid a meal allowance of ***twenty-five ($25.00) dollars***. This Article will not apply in the case of scheduled overtime if twenty-four (24) hours notice has been given of such scheduled overtime.

26.15 ***When required to cover a Chargehand position, available Chargehands will be called by seniority. For the purposes of this Article, available Chargehands shall be defined as those who have not worked the previous shift or who are not scheduled to work the next shift.***

***Any off-duty employee who is called to provide coverage shall be paid for at least four (4) hours double (2X) time. Any work beyond four (4) hours shall also be paid at double (2X) time, unless however, this becomes a part of their regular shift, in which case the regular rate will be paid.***

***A call-in is defined as contacting an employee at home within twenty-four (24) hours of the start time of the work. Any notice given in advance of twenty-four (24) hours will be considered as overtime and paid as per Article 26.10.***

26.16 In times of continuous operation shutdown, startup, or reduced production, Chargehands, Operators, or relief employees will be offered thirty-six (36) hours of work.

26.17 Statutory Holidays shall be in accordance with Article 10, except for Articles 10.03 and 10.05. The Statutory Holiday is observed on the calendar day when the holiday occurs. When a Statutory Holiday falls on an employee's day off, and the employee is not required to work the Statutory Holiday, they shall receive eight (8) hour's pay at straight time rate.

26.18 Employees who are required to work on a Statutory Holiday shall receive the Statutory Holiday pay; set out in Article 26.17 herein; and in addition, they shall be paid at the rate of double (2X) time for all hours worked on such Statutory Holiday, plus the shift premium as set out in Article 26.09 herein, if applicable.

26.19 Bereavement leave shall be in accordance with Article 17. A "working day" will be considered twelve (12) hours of bereavement leave.

26.20 In the event any employee suffers injury while at work and is required to leave work, they shall be paid their full wage for that day. ***If at the request of the Company, the employee is required to leave the site, due to illness or injury, they will receive payment for the remainder of their scheduled shift.***

26.21 Court ***d***uty shall be in accordance with Article 24, except "eight (8) hours" is replaced with "twelve (12) hours" and an employee is not required to report to work for the remainder of their missed shift.

26.22 It is understood that employees will not accept outside employment that affects either their regular duties or their availability for standby duty.

26.23 An employee from another department who is transferred into the Dryhouse or Stillhouse, and who is required to work twelve (12) hour shifts, will be deemed to be covered by the provisions of this Article.

26.24 Personal and Family Responsibility Leave shall be in accordance with Article 23. A "day" of leave will be considered twelve (12) hours.

## Article 27 – Ten ***(10)*** Hour Shifts

Notwithstanding any other provisions of this Collective Agreement the following specific provisions shall apply to employees working on ten (10) hour shifts:

27.01 The regular week shall be forty (40) hours per week made up of four (4) consecutive shifts of ten (10) hours per day Monday to Friday.

27.02 Regular starting and quitting times will be as outlined in Article 7.

27.03 The Company will provide each employee the following rest periods on their shift each day:

(a) Three (3) paid rest periods of fifteen (15) minutes each off the job during each day, one (1) in the morning and two (2) in the afternoon.

(b) An unpaid lunch period of thirty (30) minutes long.

27.04 The following items only apply to employees working ten (10) hours shift:

(a) All work performed in excess of ten (10) hours per day shall be paid for the rate of time and one-half (1 ½ X) for the first ***(1st)*** hour and double (2X) time thereafter.

(b) All ***hours worked*** on the employees first (1***st***) scheduled day off during the week will be paid for at a rate of time and one-half (1 ½ X) for the first eleven (11) hours and double (2X) time thereafter.

***(c) Work performed on Saturday and Sunday will be compensated as per Article 8.04 and 8.05.***

(d) Employees that are not scheduled to work on Statutory Holidays shall receive ten (10) hours at their straight time rate ***provided they meet the criteria of Article 10.04***.

(e) Employees that are scheduled to work on a Statutory Holidays shall receive ten (10) hours at their straight time pay plus, a rate of double (2X) time for all hours worked ***provided they meet the criteria of Article 10.04***.

(f) Bereavement Leave shall be in accordance with Article 17. A “working day” will be considered ten (10) hours of bereavement leave.

(g) Personal and Family Responsibility Leave shall be in accordance with Article 23. A “day” of leave will be considered ten (10) hours.

(h) Court Duty shall be in accordance with Article 24, except “eight (8) hours” is replaced with “ten (10) hours”.

27.05 All other provisions of the Collective Agreement will apply unless modified by this Article.

## Article 28 – Joint Health and Safety Committee

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

Plant safety programs and efforts will involve employees from all levels of the organization. The Company and the Union agree to cooperate in making safety programs work effectively. This includes active involvement in the Joint Health and Safety Committee.

28.02 The Joint Health and Safety Committee will be comprised of not more than five (5) Company members and five (5) Union members. Union members shall be appointed to the Joint Health and Safety Committee by the Union. The Committee will have two (2) Co-Chairs, one (1) appointed by the Company and one (1) appointed by the Union.

28.03 Joint Health and Safety Committee meetings will be held monthly on dates established by the Joint Health and Safety Committee. Committee members shall be paid at their ***hourly wage*** for attending meetings of the Committee, attending training approved by the Committee and the Company, and carrying out their duties as directed by the Committee.

28.04 The Joint Health and Safety Committee's duties include:

- ***C***onducting inspections on a monthly basis to ensure the entire workplace is inspected at least annually.

- Identifying, evaluating, and providing recommendations regarding health, safety, and environmental hazards and issues in the workplace.

- ***P***articipating in the identification of hazards.

- ***P***articipating in the investigation of serious incidents and work refusals.

The Union Co-Chair, or designate, will be notified of and invited to participate in regulatory health and safety tours or inspections.

28.05 Copies of the Joint Health and Safety Committee meeting minutes will be made available, with copies to the Union.

28.06 The Union Representative will be invited to attend all Joint Health and Safety Committee meetings as an occasional guest. The Union Representatives will confirm their attendance with the Co-Chairs prior to the meeting.

## Article 29 – Discrimination, Harassment, Workplace Violence***, and Employee Rights***

29.01 The Company and the Union are committed to a work environment in which all employees are treated with respect and dignity. The Company and the Union will not tolerate discrimination, harassment, workplace violence, or retaliation.

The Company will ensure that all employees have access to the Harassment Prevention Policy and the Workplace Violence Prevention Policy, as well as the associated procedures.

***29.02 Gender Identity and Expression***

***The Company is an advocate for diversity and equal employment opportunities. We do not discriminate on the basis of gender identity or expression. We believe that providing a working environment based on respect, trust, and collaboration creates an exceptional employee experience where employees can bring their whole selves to work and thrive in their careers.***

***29.03 Employee Rights***

***The Company recognizes the following employee rights:***

***(a) The right to a safe and healthy workplace;***

***(b) The right of a workplace that is free from discrimination, intimidation, and harassment;***

***(c) The right to be informed of all workplace obligations, policies, and rules;***

***(d) The right to training for work performed;***

***(e) The right to statutory benefits, rights, and privileges.***

Article 30 – Effective Date and Duration of Agreement

30.01 This Agreement shall become effective on the date both parties have ratified (***May 15th, 2026***) and shall remain in full force and effective until midnight of ***December 31st, 2028,*** inclusive and thereafter for successive yearly periods, unless at least sixty (60) days and not more than one hundred and twenty (120) days prior to the expiration of the initial period either party shall give written notice to the other of its desire to modify or terminate the Agreement.

IN WITNESS WHEREOF, the parties have here unto set their hands and seal this _____ day of _____, ***2026*** on behalf of:

| Alberta Distillers Limited | UFCW Local 401 |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| ***Craig Dryburgh*** | Tyler Gillis |
| ***Nicki Clifton*** | ***Enrique Soriano*** |
| Tiffany Gagnon | Ryan St. Jacques |
| ***Wael Damak*** | ***Kyle Sandau*** |
| | Devin Yeager |

This Agreement was ratified on ***May 15th, 2026***.

# Appendix "A"
# Hourly Wage Schedules

| | ***Current*** | July 1st, ***2025*** | ***January 1st, 2027*** | ***January 1st, 2028*** |
|---|---|---|---|---|
| | | ***3.50%*** | ***2.50%*** | ***3.00%*** |
| PACKAGING | | | | |
| Shipper | $38.92 | ***$40.28*** | ***$41.29*** | ***$42.53*** |
| Forklift Operator | $38.26 | ***$39.60*** | ***$40.59*** | ***$41.81*** |
| Quality Control/Label Operator | $37.50 | ***$38.81*** | ***$39.78*** | ***$40.98*** |
| Machine Operator | $36.79 | ***$38.08*** | ***$39.03*** | ***$40.20*** |
| PLANT GENERAL | | | | |
| General Help | $36.13 | ***$37.39*** | ***$38.33*** | ***$39.48*** |
| TANKHOUSE | | | | |
| Chargehand | $39.21 | ***$40.58*** | ***$41.60*** | ***$42.84*** |
| WAREHOUSE | | | | |
| Straddle Carrier | $38.92 | ***$40.28*** | ***$41.29*** | ***$42.53*** |
| Forklift Operator | $38.26 | ***$39.60*** | ***$40.59*** | ***$41.81*** |
| Barrel Dumper/Filler | $38.03 | ***$39.36*** | ***$40.35*** | ***$41.56*** |
| Warehouseman | $37.54 | ***$38.85*** | ***$39.83*** | ***$41.02*** |
| PRODUCTION | | | | |
| Chargehand | | | | |
| 3rd Class | $42.28 | ***$43.76*** | ***$44.85*** | ***$46.20*** |
| 4th Class (Part A of 3rd) | $41.06 | ***$42.50*** | ***$43.56*** | ***$44.87*** |
| 4th Class | $40.75 | ***$42.18*** | ***$43.23*** | ***$44.53*** |

| | ***Current*** | July 1st, ***2025*** | ***January 5th, 2026**** | ***January 1st, 2027*** | ***January 1st, 2028*** |
|---|---|---|---|---|---|
| | | ***3.50%*** | ***2.00%*** | ***2.50%*** | ***3.00%*** |
| MAINTENANCE | | | | | |
| Classified Trade | $46.93 | ***$48.57*** | ***$49.54*** | ***$50.78*** | ***$52.31*** |

****Maintenance market adjustment***

PROBATIONARY EMPLOYEES: Less $4.00 from the above rates
(Excludes Journeyman and Power Engineer with Certificate)

Where the Company requires a Classified Trade to have a dual ticket, the employee will be paid a premium of one ($1.00) dollar per hour in addition to their hourly rate.

# Appendix "B"
# Defined Benefit Levels for Alberta Distillers Limited Hourly Pension Plan

## Accrued by Members of UFCW

| | |
|---|---|
| On or after Jan. 1/71 but prior to Jan.1/80 | $14.00 |
| On or after Jan. 1/80 but prior to Jan. 1/83 | $14.00 |
| On or after Jan. 1/83 but prior to Jan. 1/85 | $14.00 |
| On or after Jan. 1/85 but prior to Jan. 1/86 | $30.00 |
| On or after Jan. 1/86 but prior to Jan. 1/87 | $30.00 |
| On or after Jan. 1/87 but prior to Jan. 1/88 | $30.00 |
| On or after Jan. 1/88 but prior to Jan. 1/89 | $30.00 |
| On or after Jan. 1/89 but prior to Jan. 1/90 | $30.00 |
| On or after Jan. 1/90 but prior to Jan. 1/92 | $30.00 |
| On or after Jan. 1/92 but prior to Jan. 1/93 | $33.00 |

| | |
|---|---|
| On or after Jan. 1/93<br>but prior to Jan. 1/94 | $36.00 |
| On or after Jan. 1/94<br>but prior to Jan. 1/95 | $38.00 |
| On or after Jan. 1/95<br>but prior to Jan. 1/96 | $38.00 |
| On or after Jan. 1/96<br>but prior to Jan. 1/97 | $38.00 |
| On or after Jan. 1/97<br>but prior to Jan. 1/98 | $54.00 |
| On or after Jan. 1/98<br>but prior to Jan. 1/99 | $54.00 |
| On or after Jan. 1/99<br>but prior to Jan. 1/00 | $54.00 |
| On or after Jan. 1/00<br>but prior to Jan. 1/01 | $54.00 |
| On or after Jan. 1/01<br>but prior to Jan. 1/02 | $56.00 |
| On or after Jan. 1/02<br>but prior to Jan. 1/03 | $58.00 |

## Appendix "B" (continued)
## Defined Benefit Levels for Alberta Distillers Limited Hourly Pension Plan

### Accrued by Members of UFCW

| | |
|---|---|
| On or after Jan. 1/03 but prior to Jan. 1/04 | $60.00 |
| On or after Jan. 1/04 but prior to Jan. 1/05 | $62.00 |
| On or after Jan. 1/05 but prior to Jan. 1/06 | $65.00 |
| On or after Jan. 1/06 but prior to Jan. 1/07 | $67.00 |
| On or after Jan. 1/07 but prior to Jan. 1/08 | $69.00 |
| On or after Jan. 1/08 but prior to Jan. 1/09 | $75.00 |
| On or after Jan. 1/09 but prior to Jan. 1/10 | $75.00 |
| On or after Jan. 1/10 but prior to Jan. 1/11 | $75.00 |
| On or after Jan. 1/11 but prior to Jan. 1/12 | $80.00 |
| On or after Jan. 1/12 but prior to Jan. 1/13 | $80.00 |

| | |
|---|---|
| On or after Jan. 1/13<br>but prior to Jan. 1/14 | $80.00 |
| On or after Jan. 1/14<br>but prior to Jan. 1/15 | $83.00 |
| On or after Jan.1/15<br>but prior to June 30/16 | $83.00 |
| On or after July 1/16<br>but prior to June 30/17 | $84.00 |
| On or after July 1/17<br>but prior to June 30/18 | $85.00 |
| On or after July 1/18<br>but prior to June 30/19 | $86.00 |
| On or after July 1/19<br>but prior to June 30/20 | $87.00 |
| On or after July 1/20<br>but prior to June 30/21 | $88.00 |
| On or after July 1/21<br>but prior to June 30/22 | $88.00 |
| On or after July 1/22<br>but prior to June 30/23 | $89.00 |
| On or after July 1/23<br>but prior to June 30/24 | $90.00 |
| On or after July 1/24<br>but prior to June 30/25 | $91.00 |

## Appendix "B" (continued)
## Defined Benefit Levels for Alberta Distillers Limited Hourly Pension Plan

### Accrued by Members of UFCW

| | |
|---|---|
| ***On or after July 1/25 but prior to Jan 1/27*** | ***$92.00*** |
| ***On or after Jan 1/27 but prior to Jan 1/28*** | ***$93.00*** |
| ***On or after Jan 1/28 But prior to Jan 1/29*** | ***$94.00*** |

## ***Letter of Understanding #1 – Human Resource Consulting***

***Within a one (1) month period following the ratification of this Agreement, the Company shall engage the services of an impartial facilitator, or similar, to review matters related to morale, trust, engagement, communication, and other workplace considerations.***

***The Company will commit to forming a Culture Committee that will address ADL site culture and engagement. The committee will be made up of members of Management, and Union Representatives including Negotiations Coordinator, Union Labour Relations Officer, Unit Chair, and a cross section of Union members.***

***The Committee shall produce recommendations for short-, medium-, and long-term actions to improve issues related to morale, trust, engagement, and communication. These recommendations should be based on existing information, feedback from focused groups, and selected individual interviews.***

IN WITNESS WHEREOF, the parties have here unto set their hands and seal this _____ day of _____, ***2026*** on behalf of:

| Alberta Distillers Limited | UFCW Local 401 |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| ***Craig Dryburgh*** | Tyler Gillis |
| ***Nicki Clifton*** | ***Enrique Soriano*** |
| Tiffany Gagnon | Ryan St. Jacques |
| ***Wael Damak*** | ***Kyle Sandau*** |
| | Devin Yeager |

This Agreement was ratified on ***May 15th, 2026***.