COLLECTIVE AGREEMENT

BETWEEN

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

AND

SOFINA FOODS INC. (LILYDALE DIVISION)
Edmonton Hatchery, Edmonton, Alberta

Renewal: February ***28th, 2030***

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This Agreement entered into this ___ day of _____, ***2026***

Between:

SOFINA FOODS INC. (LILYDALE DIVISION), EDMONTON HATCHERY
(Hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

And:

UNITED FOOD AND COMMERCIAL WORKERS CANADA UNION, LOCAL NO. 401
(Hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Article 1 – Purpose of Agreement

1.01 Preamble

The Company and employees are committed to being the preferred quality partner for the distribution of poultry products in its market. This requires combining economic success with social and environmental responsibility to become the benchmark of excellence in this business. The parties are committed to recognizing and valuing each other’s ideas and successes, encouraging individual initiative, and creating a personally satisfying work environment.

The purpose of this Agreement is to establish employment conditions which will support achievement of this purpose.

Article 2 – Recognition and Scope

2.01 Bargaining Unit

The Company recognizes the Union as the sole and exclusive bargaining agent for all employees set out in Alberta Labour Relations Board certificate 73-2018, namely, all employees at the Edmonton Hatchery except office, clerical, and sales personnel.

Article 3 – Union Security

3.01 Union Membership

The Company agrees that the Union membership is a condition of employment of 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 day of employment, and become members within thirty (30) days. All employees shall pay to the Union the regular dues.

Article 4 – Deduction of Dues

4.01 Dues Check-Off

All employees shall be required to sign authorization for check-off of Union dues, initiation fees, and assessments uniformly required of all employees which may be levied by the Union in accordance with the Constitution and/or By-Laws.

4.02 Dues Remittances

The Company shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, initiation fees, and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each 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*** and one (1) copy of the check off list mentioned. ***The Company further agrees to provide the statement to the Union in electronic form.***

The Company shall meet with the Union upon request, and in any event no more frequently than every six (6) months to ensure that the Union dues, initiation fees, and any other assessments are being deducted and remitted properly and correctly.

The Union will provide any changes to initiation fees, Union dues, assessments, and other fees and the Company will apply them as soon as reasonably possible. If the Company has made errors or omissions, they shall correct the situation and remit the required deductions to the Union as soon as reasonably possible.

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. [2025]

4.03 Tax Reporting

The Company shall record on each employee's T-4 slip, the total Union dues deducted and submitted on behalf of that employee.

4.04 Sharing of Information

The Company will supply a report to the Union containing the following information on an Excel spreadsheet or similar, ***monthly***. The Union may request this information earlier where reasonably required in the circumstances.

- Current rate of pay
- Name in full
- ***Employee number***
- Social Insurance Number
- ***Status (Full-time, Part-time, Active, Inactive)***
- ***Classification***
- ***Date of hire***
- ***Union seniority date***
- Mailing address
- Email address – are as provided
- All known phone numbers
- Notice of Leave of Absence and type

Article 5 – Shop Stewards

5.01 Recognition

The Company will recognize the Shop Steward selected in accordance with the Union rules and regulations as the Representative of the employees in the respective groups, or departments for which they are chosen and hereby recognizes that the power to elect and removal thereof is

solely vested with the Union. The number of Stewards will be consistent with the need.

5.02 Notice of Stewards

The Union will advise the Company of the identity of all Stewards and will also give notice within seventy-two (72) hours of any new appointment or removal thereof.

5.03 Approval

Shop Steward 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.

5.04 Representation

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 workstation, 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. [2025]

Article 6 – No Discrimination

6.01 No Discrimination

No employee ***shall*** be ***transferred, dismissed, or*** discriminated against ***in any way*** for any lawful ***U***nion 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. [2025]

6.02 No Harassment

The Union and the Company agree that the workplace should be free of bullying and harassment, as defined by the Company Policy – Prevention of Workplace Violence and Workplace Bullying and Harassment Policy. The Company and the Union will co-operate with each other in preventing and eliminating bullying and harassment.

6.03 Dignity and Respect

The Company and the Union recognize the vital role that employees play in the success of the business. The Company and Union agree that all employees should be treated with fairness, dignity, and respect in all circumstances. [2025]

6.04 No Retaliation

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. [2025]

Article 7 – Seniority

7.01 Definition

Seniority for full-time, part-time, and casual employees is defined as the length of service with the Company from the last date of hire.

7.02 Seniority List

The Company agrees to post the seniority list on the bulletin board every six (6) months.

7.03 Loss of Seniority

An employee shall lose all entitled seniority and shall be deemed to have terminated employment if the employee:

(a) Is discharged for cause and is not reinstated;

(b) Resigns or retires from the employ of the Company;

(c) Fails to report for three (3) consecutive shifts without a reason acceptable to the Company;

(d) Fails to notify the Company of the employee's intention to return to work within three (3) calendar days following a recall from layoff and after being notified in person, by telephone or by Registered Mail to do so;

(e) Has passed probation and is continuously absent for a period of eighteen (18) months;

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

(g) Commits an act of workplace violence, bullying, or harassment.

7.04 Probation

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. The Company shall act reasonably, 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 to 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. [2025]

7.05 Position 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.

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. [2025]

Where the successful applicant is an existing employee, the employee will receive the closest pay rate for the position that is higher until they have demonstrated proficiency in the job at which point they will move to the rate of pay equivalent to their total length of service with the Company. For newly hired employees, the rate of pay will be at the Start Rate unless they have recent related experience in the position.

7.06 Work Assignment

Where there is available work, the Company will first attempt to fill the work from within the employee's classification. Recognizing that this is a live operation, there will be circumstances where employees will need to assist in other classifications. The Company will first move junior qualified employees outside of their classification assuming they are available.

Drivers' Routes

The Company commits that, by seniority, drivers shall have the opportunity, on September 1st and April 1st of each year,

to select which type of route they prefer (i.e. egg run or length of route). Based on the drivers' compressed work week schedule of forty (40) hours over four (4) days, the Company will, in normal circumstances, match driver selections to available routes. Normal circumstances do not include unforeseen events or emergencies.

7.07 Layoff and Recall

Employee layoffs shall be on the basis of reverse department seniority provided the employees remaining must have the qualifications, skills, and ability to perform the work. Recalls shall be on the basis of department seniority provided the employee being recalled must have the qualifications, skills, and abilities to perform the work.

Whenever notice of layoffs 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. [2025]

Article 8 – Management

8.01 Management Rights

The Management of the Hatchery 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 scheduling of production, and the methods, processes, and

means of production and handling are vested exclusively with the Company. These rights will not be used to discriminate against employees.

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

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 9 – Grievance Procedure

9.01 Definition of Grievance

Any complaint, disagreement, or difference of opinion between the Company, the employees, and/or the Union covered by this Agreement which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

Any grievance which is not presented within ***twenty (20)*** working days following the event giving rise to such grievance or within ***twenty (20)*** working days after the employee ought to have known of the event, shall be forfeited and waived by the aggrieved party. ***[2025]***

9.02 Settling of Grievances

An earnest effort shall be made to settle issues arising from the application of this Agreement fairly and promptly through discussion between the Parties to avoid the need for formal grievances. If a resolution cannot be reached between the Parties, the following steps of the grievance procedure shall apply:

Step One

If the Parties are unable to come to a resolution as referenced in the above paragraph***,*** a grievance shall be submitted in writing to the ***Hatchery Manager and copied to the*** Human Resources Representative through the Union within ten (10) working days of the event giving rise to such grievance.

The grievance when presented in writing shall contain:

(a) A summary of circumstances giving rise to the grievance.

(b) The provision(s) of the Agreement considered violated.

(c) The particulars of the remedy sought.

The Human Resources Representative shall meet with the ***Shop Steward and/or*** Union Labour Relations Officer within five (5) working days of receipt of the grievance and shall render a decision in writing within five (5) working days of this meeting. The Grivor(s) may be present at this meeting if requested by either party. ***[2025]***

Step Two

Failing satisfactory settlement being reached in Step One, the ***Shop Steward and/or*** Union Labour Relations Officer within five (5) working days of receipt of the decision in Step One, will advance the grievance in writing to the Hatchery Manager. The Hatchery Manager and the Human Resources Representative, with or without the employee's Supervisor, or their designates, shall meet with the Union Labour Relations Officer within five (5) working days of receipt of the grievance and shall render a decision in writing within five (5) working days of this meeting. The Grievor(s) may be present at this meeting if requested by either party. ***[2025]***

Step Three

Failing satisfactory settlement being reached in Step Two, within ten (10) working days of receipt of the decision in Step Two, the grievance may be referred in writing to arbitration by either party.

9.03 Policy Grievance

A policy grievance may be initiated by the Company or the Union where the dispute involves a question of general application or interpretation of the Agreement. A policy grievance shall commence at Step Two of the Grievance Procedure.

The aggrieved party shall submit the grievance in writing within ***fifteen (15)*** working days of the date of the occurrence giving rise to the grievance. The grievance when presented in writing must be signed by the Union or Company, and shall contain:

(a) A summary of circumstances giving rise to the grievance.

(b) The provision(s) of the Agreement considered violated.

(c) The particulars of the remedy sought.

Failing satisfactory settlement being reached within ten (10) working days of receiving the grievance in writing, the grievance may be referred in writing to arbitration by either party. ***[2025]***

9.04 Arbitration

When one (1) party refers a grievance to arbitration, that Party shall notify the other party in writing of its intention to submit the grievance to arbitration and shall at the same time

provide their recommendations for a single arbitrator. Should the Parties not agree on a single arbitrator, the matter will be referred to Mediation Services.

9.05 Single Arbitrator Costs

The Company and the Union shall bear equally the total costs of the single arbitrator.

9.06 Effect of Decision

The decision of the single arbitrator shall be final, binding, and enforceable on all Parties affected. The single arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions or make any decision contrary to the provisions of this Agreement.

9.07 Time Limits

The time limits specified in both the Grievance and arbitration procedures may be extended ***in writing*** by mutual agreement between the Company and the Union. ***[2025]***

Article 10 – Job Classifications and Pay

10.01 Reference to Schedule "A"

Job classifications and pay shall be according to Schedule "A" attached to and forming part of this Agreement.

10.02 Pay Days

Employees will be paid every two (2) weeks with up to a one (1) week period after the end of a pay period allowed for payroll processing.

10.03 Statements of Pay

The Company shall provide every employee on each pay day with an itemized statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Such statement shall set forth the total hours worked, total overtime hours worked, applicable overtime rate, and all deductions made from the gross amount of wages.

10.04 Compensation Programs

The Company retains the sole discretion to operate and amend compensation programs such as incentive or performance pay as an addition to the pay conditions contained in Schedule “A” and will notify the Union of any changes.

10.05 New Classifications

When a new classification is created for which a pay rate does not exist in the Agreement, the Company shall establish a rate for such a job. If the Union disagrees with such pay rate, the matter shall be settled through the Grievance Procedure.

10.06 Temporary Vacancies

Employees required to temporarily fill in a higher classification for at least four (4) hours per shift shall receive the higher classification rate for the four (4) or more hours worked, but if required temporarily to fill a lower classification shall receive their regular rate of pay.

10.07 Job Classification and Pay

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. [2025]

Article 11 – Hours of Work

11.01 Bi-Weekly Guarantee

Except in the case of an Act of Nature, this Article shall apply only to those employees who are permanent full-time employees of the Company.

An Act of Nature – This guarantee shall be reduced by time absent for any reason for eight (8) or ten (10) hours each full day in which the hatchery is unable to operate because of fire, explosion, power failure, storm, egg supply, strike or boycott by a labour Union or other similar group.

Effective January 1st, 2026, 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 between January 1st and May 31st and seventy-two (72) hours of pay at their regular rate in each payroll period for the period of 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 to 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 bi-weekly period.

(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 bi-weekly guarantee, shall have their guarantee reduced by the time so lost.

(e) Any employee who chooses to voluntarily request time off during the week the Company shall be absolved from any guarantee in respect of the work performed during that bi-weekly period.

(f) 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.

(g) 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. [2025]

11.***02*** Work Schedules and Compressed Work Week Schedules

Work schedules for employees shall be defined for the purposes of this Agreement as up to eight (8) hours per day, forty (40) hours per week, as determined by the Company. The Company may also establish schedules with variable hours of work per day, including compressed work week schedules, which average up to forty (40) hours per week over the rotation cycle of the schedule. Compressed work week schedules that exceed ten (10) hours per day shall require mutual agreement between the Company and the Union respecting conditions that will apply to implementing such schedules.

Scheduled days off will be consecutive recognizing that schedules which have variable numbers of consecutive days off may have single day breaks during the rotation cycle of the schedule.

The Company will consult with the Union prior to the implementation of any compressed work week schedule not already in effect.

11.***03*** Rest Breaks

Employees shall be entitled to two (2) fifteen (15) minutes paid rest breaks on each scheduled day of work.

11.***04*** Meal Breaks

Employees shall be entitled to one (1) unpaid meal break of a one-half (1/2) hour (or such meal period as may be mutually agreed between the employee and the Company)

on each scheduled day of work, if the scheduled shift is in excess of five (5) hours. The meal break shall be taken at approximately the mid-point of the shift.

The Company will pay a meal allowance of twelve ($12.00) dollars when an employee is required to work two (2) hours or more overtime after completion of and continuous with their regular eight (8) or ten (10) hour shift. [2025]

11.***05*** Schedules

Starting times for schedules will be posted on the operating needs of the Hatchery. The Company will provide as much notice of starting times as reasonably possible.

The Company will ensure that all employees shall have at least eight (8) hours between the end of the previous shift and the start of the next shift, except in cases of emergency where the Union will be notified. [2025]

11.***06*** Truck Drivers' Hours of Work

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

Overtime will be paid as per Article 12.01 of the Collective Agreement.

If a Truck Driver is asked and/or required after speaking to the Plant Manager to stay overnight, 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.

Reimbursement: Truck Drivers who incur expenses while carrying out Company business (i.e. accommodations, meals, fuel, etc.) will be reimbursed within five (5) business days of the ***P***lant ***M***anager, or their designate, approving such expenses.

Article 12 – Overtime

12.01 Overtime Pay

Overtime, at the rate of one and one half (1 ½ X) times the employee's hourly rate, will be paid after eight (8) paid hours in a day or forty (40) paid hours in a week. If the employee is working a compressed work week, overtime will be paid after ten (10) hours in a day, or forty (40) hours in a week.

12.02 Overtime Assignment

When overtime is necessary, the most senior qualified employee in the department shall have the first opportunity to declare their availability. If there are insufficient volunteers for overtime, then the selection of employees shall be on a reverse seniority basis.

Article 13 – Recognized Holidays

13.01 Recognized Holidays

The following shall be recognized holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
August Civic Holiday	

13.02 Holiday Pay Calculation

If an employee is required to work on a recognized holiday, the employee will be paid one and one-half (1 ½ X) times the employee's regular rate for hours worked in addition to the recognized holiday pay the employee is eligible to receive.

13.03 Holiday Pay Entitlement

An employee is not entitled to recognized holiday pay if the employee:

(a) Does not work on a recognized holiday when required or scheduled to do so, or;

(b) Is absent from employment without the consent of the Company on the employee's last regular workday preceding, or the employee's first regular workday following a recognized holiday.

13.04 Day Off in Lieu

For employees working a regular work week schedule, if a recognized holiday falls on a full-time employee's scheduled day off, a day off in lieu will be provided before or after the recognized holiday.

13.05 Holiday Pay and Compressed Work Week

Recognized holiday pay for full-time employees working compressed work week schedules up to and including ten (10) hours per shift shall be applied as follows:

(a) If a recognized holiday falls on an employee's scheduled working day, the employee will be provided with the day off and paid the regular hours of the

compressed work week shift for each recognized holiday the employee is eligible to receive.

(b) If a recognized holiday falls on an employee's scheduled day off, the employee will be paid eight (8) hours for each recognized holiday the employee is eligible to receive. However, if a recognized holiday falls on an employee's working compressed work week schedules up to and including ten (10) hours per shift scheduled day off, the employee will be paid ten (10) hours for each recognized holiday the employee is eligible to receive.

(c) If a compressed work week schedule involving more than ten (10) hours per day is to be implemented, the basis for payment of recognized holidays shall be mutually agreed between the Company and the Union.

13.06 Part-Time and Casual Employees

Part-time or casual employees will be paid for recognized holidays according to the provisions of the Employment Standards Code.

Article 14 – Annual Vacation Leave

14.01 Vacation Entitlement Period

An employee's vacation entitlement period runs from the employee's anniversary date of one (1) year to their anniversary date in the following year.

14.02 Vacation Entitlement

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

Seven (7) weeks' vacation after thirty (30) years' service

Vacation pay for each week of vacation shall be computed as the greater of one (1) week's pay or two (2%) percent of the employees*'* total gross annual earnings. ***[2025]***

14.03 Vacation Scheduling

Vacations shall be taken at a time mutually agreed between an employee and the Company and approved by the Company in advance based on operating requirements. Vacation requests shall be processed on the basis of department seniority. The vacation year shall be from April 1st to March 31st.

14.04 Vacation and Recognized Holidays

If a recognized holiday falls during the annual vacation of a full-time employee, one (1) additional day off with pay will be granted on a date mutually agreed between the

employee and the Company or the employee may elect to be paid out for the Statutory Holiday.

Article 15 – Benefits

15.01 Reference to Schedule B

Employee benefit provisions are contained in Schedule B of this Agreement.

Article 16 – Leave of Absence

16.01 Requests for Leaves of Absence

Requests for ***L***eave of ***A***bsence extending over a period of more than one (1) week must be received in writing, 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.

16.02 Unpaid Leave of Absence

Leave of ***A***bsence 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 ***L***eave of ***A***bsence shall be made in writing stating reasons, therefore, a***n employee may only be granted unpaid leave once (1X) every four (4) years.*** Leaves of absence for extended vacation shall not be granted during July and August. ***[2025]***

16.03 Maternity and Parental 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 ***A***rticle provides for a greater right or benefit.

In no case will these leave entitlements be ***more*** than a maximum of fifteen (15) weeks of unpaid maternity leave and ***sixty-nine (69)*** weeks of unpaid parental leave, unless otherwise agreed by the Parties. The Maternity/Parental leave shall be consecutive except when an employee is required to work additional hours to qualify under the Employment Insurance Act.

Employees 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 ***L***eave of ***A***bsence commenced until the date of the employee's 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.

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 disability benefits or Workers' Compensation Benefits, or is on ***L***eave of ***A***bsence.

16.04 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, brother-in-law, sister-in-law.

(b) Notwithstanding the foregoing, if the death is a case of spouse, common-law partner, father, mother, child, legal step child, brother or sister, ***mother-in-law, father-in-law, stepfather, stepmother, grand parents, or grandchildren,*** the employee shall be entitled up to five (5) days with pay and further consideration of ***L***eave of ***A***bsence at the time of bereavement. ***[2025]***

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

16.05 Union Leave

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 ***L***eave of ***A***bsence 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.

Union leave less than ten (10) consecutive days shall be considered as time worked for the calculation of overtime. [2025]

16.06 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 to work when not required by the Court providing there is not less than two (2) hours remaining in the employee's 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 17 – Separation of Employment

17.01 Payment Upon Discharge

If an employee is discharged by the Company, the employee shall be paid in full for all monies owing by the Company within three (3) days. If an employee quits the Company of their own accord, the employee will be paid on the next regular payday.

17.02 Record of Employment

When an employee leaves the employ of the Company for any reason or is laid off, the Company shall provide the employee's Record of Employment to Service Canada showing all required information to the employee's last day of employment.

Article 18 – Health and Safety

18.01 Joint Health and Safety Committee

There shall be a Joint Health and Safety Committee ("JHSC") appointed and shall constitute two (2) employee representatives appointed by the Union and two (2) representatives appointed by Management. Both Parties shall be motivated by the need for appointing members to the Committee who shall be best capable of promoting safety throughout the Hatchery. Regular meetings of the Safety Committee shall be held at least once every three (3) months. A list of names of the Safety Committee members shall be kept posted on the bulletin board in the lunchroom.

The Company shall provide training to all JHSC members as required under the Occupational Health & Safety Act (the "Act"). At the Company's discretion, such training shall either be held on Company time or outside of working hours. Where the training is held outside of working hours, employees shall be paid their regular rate of pay for all mandated training hours. The Company has the discretion to adjust a JHSC member's work schedule to accommodate training requirements. The cost of any training courses required for JHSC members under the Act shall be paid by the Company.

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

(a) The worker co-chair is chosen by the Union from the employee representatives.

(b) The Company co-chair is chosen by the Company from the Company representatives.

(c) The chair of the meeting will be responsible for sending out the agenda three (3) days prior to the meeting.

(d) 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 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. [2026]

18.02 Workplace Injuries

An employee injured while working at the Hatchery 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.

18.03 Employees shall not be required to perform the work on any job that they have not been trained on. [2026]

Article 19 – Sick Leave

19.01 Paid Sick Leave

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.

(c) Employees covered under the provisions of this Article may be 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. [2025]

Article 20 – No Strikes or Lockouts

20.01 No Lockout During Agreement

The Company agrees that it shall not cause or direct any lockout of the employees covered by this Agreement during the term of this Agreement, or any extension thereof.

20.02 No Strike During Agreement

The Union agrees that there shall be no collective action which shall stop or interfere with production during the term of this Agreement or during the time the said Agreement is under negotiation, or re-negotiation.

Article 21 – General

21.01 Clothing

Adequate and appropriate clothing, as determined by the Company, including special wearing apparel an employee is required to wear so as to safely and adequately perform their work, shall be furnished and laundered by or at the expense of the Company.

21.02 Safety Shoes

Employees who have passed probation will be reimbursed for the purchase of steel-toed safety footwear up to a maximum of ***one hundred fifty ($150.00)*** dollars per year, effective date of ratification. To be reimbursed, employees will be required to provide a receipt. ***[2025]***

21.03 Truck Drivers' Licensing

After receiving a receipt, the Company will reimburse full***-time*** and part-time ***D***rivers for the cost of a medical exam associated with their 1A and 3B license renewal where the Drivers need to use their license on a regular and recurring basis. The Company may request a Driver's Abstract at any time from a full***-time*** or part-time ***D***river or any employee temporarily filling that position. The Company also agrees to pay the fee for obtaining the Abstract as well as the cost of renewing the drivers' license. ***A truck Driver shall notify the Company within twenty-four (24) hours of a loss of license or suspension of license. [2025]***

21.04 Education and Training Fund

The Company shall contribute five hundred ($500.00) dollars per year to the United Food and Commercial Workers Canada Union, Local No. 401 Education and Training Fund.

21.05 Technological Change

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. [2025]

21.06 Artificial Intelligence

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. [2025]

Article 22 – Duration of Agreement

22.01 Duration

This Agreement shall be in full force and effect from February 28th, ***2025,*** and February ***28th***, ***2030,*** and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement not less than sixty (60) days and not more than one hundred twenty (120) days prior to the termination date of this Agreement, to give notice in writing to the other party requiring the other party to commence Collective Bargaining with a view to conclusion of a renewal or revision this Agreement. If neither party provides notice in accordance with this provision, the Agreement shall continue in full force and effect for one (1) additional year and from year to year thereafter until notice is served by either party.

Signed this _____ day of _____, ***2026***.

For the Company:

_____

_____

_____

_____

Company Committee:

Robert Kirby
Stephanie Kasparian
Peter Plaizier

For the Union:

_____

_____

_____

_____

Bargaining Committee:

Andrew Lemoine
Tejinder Veer Singh Sekhon
Cheryl Watamaniuk
Devin Yeager

This Agreement was ratified on ***October 30th, 2025***.

SCHEDULE "A" – Wage Rates and Shift Premium

Classification	Progression	Rate of Pay					
		Feb 27, 2024	***Feb 27, 2025***	***Feb 27, 2026***	***Feb 27, 2027***	***Feb 27, 2028***	***Feb 27, 2029***
			Increase $0.75	***Increase $0.55***	***Increase $0.60***	***Increase $0.50***	***Increase $0.50***
General Labourer 1	Start Rate	$19.67	***$20.42***	***$20.97***	***$21.57***	***$22.07***	***$22.57***
	After 3 months	$20.17	***$20.92***	***$21.47***	***$22.07***	***$22.57***	***$23.07***
	After 6 months	$20.67	***$21.42***	***$21.97***	***$22.57***	***$23.07***	***$23.57***
	After 9 months	$21.17	***$21.92***	***$22.47***	***$23.07***	***$23.57***	***$24.07***
	After 12 months	$21.82	***$22.57***	***$23.12***	***$23.72***	***$24.22***	***$24.72***
General Labourer 2	Start Rate	$20.82	***$21.57***	***$22.12***	***$22.72***	***$23.22***	***$23.72***
	After 3 months	$21.32	***$22.07***	***$22.62***	***$23.22***	***$23.72***	***$24.22***
	After 6 months	$21.82	***$22.57***	***$23.12***	***$23.72***	***$24.22***	***$24.72***

	After 9 months	$22.07	***$22.82***	***$23.37***	***$23.97***	***$24.47***	***$24.97***
	After 12 months	$22.32	***$23.07***	***$23.62***	***$24.22***	***$24.72***	***$25.22***
Equipment Technician 1	Start Rate	$23.27	***$24.02***	***$24.57***	***$25.17***	***$25.67***	***$26.17***
	After 3 months	$24.07	***$24.82***	***$25.37***	***$25.97***	***$26.47***	***$26.97***
	After 6 months	$24.57	***$25.32***	***$25.87***	***$26.47***	***$26.97***	***$27.47***
	After 9 months	$25.07	***$25.82***	***$26.37***	***$26.97***	***$27.47***	***$27.97***
Equipment Technician 2	Start Rate	$25.07	***$25.82***	***$26.37***	***$26.97***	***$27.47***	***$27.97***
	After 3 months	$26.07	***$26.82***	***$27.37***	***$27.97***	***$28.47***	***$28.97***
	After 6 months	$27.07	***$27.82***	***$28.37***	***$28.97***	***$29.47***	***$29.97***
	After 9 months	$28.07	***$28.82***	***$29.37***	***$29.97***	***$30.47***	***$30.97***
Driver (Class 1)	Start Rate	$26.60	***$27.35***	***$27.90***	***$28.50***	***$29.00***	***$29.50***
	After 3 months	$27.10	***$27.85***	***$28.40***	***$29.00***	***$29.50***	***$30.00***

	After 6 months	$27.60	***$28.35***	***$28.90***	***$29.50***	***$30.00***	***$30.50***
	After 9 months	$28.10	***$28.85***	***$29.40***	***$30.00***	***$30.50***	***$31.00***
Driver (Class 3)	Start Rate	$24.65	***$25.40***	***$25.95***	***$26.55***	***$27.05***	***$27.55***
	After 3 months	$25.15	***$25.90***	***$26.45***	***$27.05***	***$27.55***	***$28.05***
	After 6 months	$25.65	***$26.40***	***$26.95***	***$27.55***	***$28.05***	***$28.55***
	After 9 months	$26.15	***$26.90***	***$27.45***	***$28.05***	***$28.55***	***$29.05***
Maintenance - Journeyman		$42.00	***$42.75***	***$43.30***	***$43.90***	***$44.40***	***$44.90***

**** The Parties agree the rates contained in the maintenance department Journeyman classification are minimum rates.***

**** A Journeyman 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 employee's 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 employee's basic rates and in no case will there be duplication or pyramiding of overtime or any other premium compensation.***

(i) The Union acknowledges that it is the exclusive function of the Company to appoint or demote Lead Hands at any time during this Agreement. If demoted from this classification, the employee will no longer receive the premium. Lead Hands shall be defined as a person who performs work, transmits orders, assists other employees, and shall not have authority to hire, fire, or discipline other employees and shall be a Union member.

(ii) Lead Hands shall be subject to layoff and recall as per the Collective Agreement. [2026]

Shift Premium

Each employee shall receive an off-shift premium of ***forty ($0.40)*** cents per hour for all hours scheduled and worked commencing between 12:00 noon and 4:30 a.m. Production employees regularly scheduled to work afternoons will also receive the shift premium for hours worked on Saturday regardless of start or finish times. Such premium shall not be considered as part of an employee's basic rate. ***[2025]***

SCHEDULE "B" – Benefits

1. The Company will continue to pay its share of the premiums for the following types of benefit plans. Employees' eligibility for benefits is subject to the terms of the plans.

   (a) Dental Plan
   Effective February 28th, 2017, yearly maximums in the Plan shall be as follows:
   - Preventative Care $1850*;
   - Basic Plan $1850*;
   - Major Plan $1850*;
   - Orthodontic Plan $2250.

   * Preventive Care, Basic Plan, and Major Plan subject to a combined maximum

   (b) Extended Health Care Plan

   (c) Life Insurance

   (d) Pension
   - ***Effective the date of ratification, the Company will match employees' contributions at five and one quarter (5.25%) percent of regular earnings, as defined by the Plan.***

   (e) Long-term Disability

   (f) Vision Care:
   - ***C***overage for eye exams at forty ($40.00) dollars every twenty-four (24) months;
   - ***Two hundred fifty ($250.00) dollars*** yearly maximum

2. The group insurance benefits will continue as presently enjoyed.

3. The current group insurance cost sharing arrangement will continue.

4. In the event the Company chooses a different carrier, the level and kind of benefits will not change without mutual agreement.

5. The Company will pay seventy-five (75%) ***percent*** of the premium for the Alberta Health Care Plan as it is on the date of ratification.

6. Benefit booklets will be made available. ***[2025]***

Letters of Understanding

Letter of Understanding #1 – 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:

(a) 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.

(b) 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 to the employee and the debt. Further, if the employee does not complete the Program the monies will be repaid within three (3) months 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 has 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 pre-requisite 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:

First (1st) Year	***Eighty (80%) percent of Classification Rate***
Second (2nd) Year	***Eighty-five (85%) percent of Classification Rate***
Third (3rd) Year	***Ninety (90%) percent of Classification Rate***
Fourth (4th) Year	***Ninety-five (95%) percent of Classification Rate***
Journeyman	***One hundred (100%) percent 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

Memorandum and authorizing the deduction of such tuition from vacation pay or other monies owed as set out in paragraph (b) above.

The Parties further agree to the following:

(a) Employees who apply for the Apprenticeship Program must take a pre-entrance exam that will be proctored by Sofina Foods and the Union.

(b) Employees must pass the pre-entrance exam by no less than seventy (70%) percent in each area.

(c) An employee who fails to pass any part of the pre-entrance exam, will be required to upgrade their skills, on their own, and will be excluded from bidding on another apprenticeship for a period of six (6) months unless they can prove they have successfully passed the area they failed in through a recognized educational facility.

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

(e) 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.

(f) 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.

(g) 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.

(h) Apprentices must apply for Employment Insurance when attending modular training. [2025]

Letter of Understanding #2 – Public Health Emergency

The Company agrees that should the Provincial Government declare a public health emergency that materially impacts the bargaining unit, the Company will contact the Union and share and review any applicable plans.

Employees will be strongly encouraged by the Parties to take a vaccine in the interests of workplace health and safety; however, the vaccine will not be mandatory unless the applicable government authorities require mandatory vaccinations for Albertans or for the industry in which the Company operates.

This Letter of Understanding shall remain in effect until expiration of the Collective Agreement.

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, provided the Company supplies the Union with the:

(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 bedroom per person (with rent that falls within government guidelines and includes utilities except for cable and telephone);

(v) Assess the TFWs' language proficiency and, if necessary, provide ESL education (in line with Alberta Immigrant Nominee Program ("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 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 Letter of Understanding will be referred to Joint Labour Management meetings and if not resolved, grievance arbitration. [2025]

Signed this _____ day of _____, ***2026***.

For the Company:

_____

_____

_____

_____

Company Committee:

Robert Kirby
Stephanie Kasparian
Peter Plaizier

For the Union:

_____

_____

_____

_____

Bargaining Committee:

Andrew Lemoine
Tejinder Veer Singh Sekhon
Cheryl Watamaniuk
Devin Yeager

This Agreement was ratified on ***October 30th, 2025***.