

# COLLECTIVE AGREEMENT

BETWEEN

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

AND

SOFINA FOODS INC. (Lilydale Division)

Renewal: April 2<sup>nd</sup>, **2025**

Index		
Article:	Description:	Page:
	Purpose of Agreement	1
1	Recognition and Jurisdiction	1
2	Union Security	1
3	Basic Work Week and Overtime	4
4	Seniority	14
5	Leaves of Absence	23
6	Wages	27
7	Statutory Holidays	28
8	Vacations	29
9	Severance Pay	34
10	Sick Leave	38
11	Employee Benefits Program	39
12	Safety and Welfare	43
13	General Provisions	45
14	Management's Rights	53
15	No Discrimination	54
16	Successors and Assigns	55
17	Grievance Procedure	56
18	Arbitration	57
19	Guaranteed Work Week	58
20	Termination and Renewal	59
Appendix "A"	Wages	61
LOU#1	Temporary Foreign Workers	64
LOU#2	Hand Slaughtering for Religious Purposes	64
<b>LOU#3</b>	<b>Common Anniversary Date for Vacation</b>	65
<b>LOU#4</b>	<b>State of Emergency</b>	65
<b>LOU#5</b>	<b>Plant Relocation Reopener</b>	67
<b>LOU#6</b>	<b>Temporary Workers/Contractor During Plant Move</b>	68
<b>LOU#7</b>	<b>Transition Committee</b>	69

## Alphabetical Index

Description:	Article:	Page:
Arbitration	18	57
Bargaining Agency and Unit	1.1	1
Basic Work Week and Overtime	3	4
<b>Common Anniversary Date for Vacation</b>	<b>LOU#3</b>	65
Compassionate Leave	5.7	26
Complete Plant Closing	9.2	35
Daily Guarantee	3.9	11
Dental Plan	11.4	41
Employee Benefits Program	11	39
Food Safety	12.6	45
Funeral Leave/Bereavement Leave	5.4	25
General Provisions	13	45
Grievance Procedure	17	56
Group Life Insurance	11.3	40
Guaranteed Work Week	19	58
Hand Slaughtering for Religious Purposes	LOU#2	64
Harassment	15.2	55
Job Postings	4.8	16
Jury Duty	5.6	26
Layoff	9.3	37
Lead Hands	2.5	4
Leave of Absence	5	23
Maintenance	3.3 (a)	8
Management's Rights	14	53
Maternity Leave and Parental Leave/Adoption Leave	5.3	24
Military Leave	5.8	26
<b>Modified Work Program</b>	12.5	44
New Positions or Departments	4.13	23
No Discrimination	15	54
Orientation	13.9 (f)	52
Pension	11.7	43
<b>Plant Relocation Reopener</b>	<b>LOU#5</b>	67

Premium Structure for Shifts in Shipping and Trucking	3.3	8
Pre-Payment of Company Benefits While on Approved Leaves	5.9	27
Production	3.6	11
Promotions and Job Assignments	4.9	18
Purpose of Agreement		1
Recognition and Jurisdiction	1	1
Recognition of Shop Stewards	13.9 (e)	51
<b>Rest Between Shifts</b>	3.12	14
Rest Periods	3.10	12
Safety and Welfare	12	43
Seniority	4	14
Severance Pay	9	34
Shift Premium	3.5	10
Shipping/Receiving and Sanitation	3.3	7
Sick Leave	10	38
<b>State of Emergency</b>	<b>LOU#4</b>	65
Statutory Holidays	7	28
Successors and Assigns	16	55
Temporary Foreign Workers	LOU#1	64
Temporary Job Vacancies	4.9	19
<b>Temporary Workers/Contractor During Plant Move</b>	<b>LOU#6</b>	68
Termination and Renewal	20.00	59
Time Off to Vote	13.7	49
Time Recording	3.7	11
<b>Transition Committee</b>	<b>LOU#7</b>	69
Union Access to the Workplace	13.9 (d)	50
Union Recognition	13.9	49
Union Security	2	1
Vacations	8	29
Wages	6	27
Wages	Appendix "A"	61
Weekly Indemnity	11.3	40
Work Schedule	3.11	13
Work Week Adjustment Rate	3.6	10

## Purpose of Agreement

It is the intent and purpose of the parties hereto that this Agreement will promote, improve, and maintain industrial, economic, and harmonious relations between the Union, the employees, and the Company, and to set forth herein the agreement between the parties covering rates of pay, hours of work, and conditions of employment, to be observed by the Company, its employees, and the Union during the term hereof.

## Article 1 – Recognition and Jurisdiction

### 1.1 Bargaining Agency and Unit

The Company recognizes the Union as the sole agency for the purpose of collective bargaining of all employees in the Plant(s) owned and operated in the area of greater Calgary, as more particularly set forth in the certification granted the Union by the Labour Relations Board.

## Article 2 – Union Security

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

The Company shall be free to hire new employees who are not members of the Union, provided said non-members, 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. Employees hired through an outside agency and maintain employment after thirty (30) days shall pay dues retroactive to first day of employment.

- 2.2 The Company agrees to provide each new employee at the time of employment with a form outlining to the employee, ***their*** responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire.

The Union shall bear the expense of printing the forms, the contents of the forms to be such that it is acceptable to the Company. The Company further agrees to provide the Union, once a month, with a list containing names of all employees who have terminated their employment during the previous month.

- 2.3 ***After receiving written authorization from the employee, the Company will deduct from the earnings of each employee covered by this Agreement, initiation fees, Union dues, assessments, and other fees as determined by the Union. On the last pay period of each month and prior to the tenth (10<sup>th</sup>) day of the following month, the Employer shall remit to the Union the total of the deductions made and provide a list of those members who have had Union dues deducted along with the following information (where the information is available to the Company) in a format determined by the Union and compatible with the Company's payroll system:***

- (i) Name**
- (ii) Addresses**
- (iii) Phone Numbers**
- (iv) Email Addresses**
- (v) Social Insurance Numbers**
- (vi) And any other information as may be reasonably requested by the Union from time to time.**

***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.***

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

Supervisors and those above the rank of Supervisors shall not assume duties that are performed by members of the bargaining unit except where such duties are limited to occasional work, negligible in amount, for the sole reason to overcome production difficulties caused by

absence of an employee. In such cases, the Company will obtain a replacement within two (2) hours unless qualified replacement is not available.

## 2.5 Lead Hands

The Company agrees that any employee designated as Lead Hand shall be clearly identifiable. Further, the Company agrees that no such employee shall hire, suspend, layoff, discharge, exercise other discipline, or except on the direction of Management, transfer employees to other departments.

It is understood that where a Lead Hand is the only individual with authority in the Plant, they do have the authorization to take whatever disciplinary action may be necessary to deal with a serious problem requiring immediate attention. The nature of the disciplinary action must be taken up with Management personnel as soon as is practical and the force of the discipline will not take effect until verified and recorded by Management personnel.

## Article 3 – Basic Work Week and Overtime

- 3.1 Forty (40) hours per week, consisting of five (5) days of eight (8) hours each, Sunday to Thursday, or Monday to Friday inclusive, shall constitute the basic work week. Notwithstanding the foregoing, the Union agrees to meet with the Company and discuss, in good faith, any scheduling changes that may be required to satisfy volume increases

and/or customer demands that may be encountered mid agreement. All time worked in excess of the daily hours, or the basic work week shall be paid at the rate of time and one half (1 1/2 X) the regular hourly rate. The Company will pay double (2X) time on all hours worked over ten (10) hours per day or forty-five (45) hours per week.

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

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

- (b) When overtime is necessary, the most senior qualified employee (as defined in Article 4.7) 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. The Company agrees to make best efforts to minimize the number of employees needed to fulfill the overtime assignment.

The most senior qualified employees in the department will be afforded the overtime work available and shall be paid at the applicable rate of pay for the overtime work performed. Where P5 employees voluntarily work overtime in a P1 position, they shall be paid at the P1 overtime rate.

Departments are defined as follows:

- Kill and Live Hang
- Eviscerating
- Packaging
- Shipping
- Trucking
- Sanitation
- Maintenance

The Company agrees to provide the opportunity to train the senior employees in Packaging so that they have the skills required to work the overtime. Those employees who wish to be trained in other jobs within Packaging will make application to the Plant Superintendent. Upon request by the Union, the Company will supply the Union with a copy of all regularly scheduled shifts.

- 3.2 The basic work day for employees not covered by Articles 3.3 and 3.3 (a) will have shifts starting between **3:00 a.m.** and **7:00 p.m.** and shifts starting before **3:00 a.m.** and after **7:00 p.m.** shall be paid at the overtime rate for the period outside the **sixteen (16)** hour period.

***In the event that the Company is not able to start processing the birds before 4:00 a.m., the basic work day for employees not covered by Articles 3.3 and 3.3 (a) will have shifts starting between 4:00 a.m. and 8:00 p.m. and shifts starting before 4:00 a.m. and after 8:00 p.m. shall be paid at the overtime rate for the period outside the sixteen (16) hour period.***

For all time worked prior to the scheduled start time for each department, the time worked shall be paid at the overtime rate as set out in this Agreement.

### 3.3 Shipping/Receiving and Sanitation

The basic work day may have varied starting and quitting times provided these hours do not exceed forty (40) hours per week consisting of five (5) consecutive days of eight (8) hours each, with a two (2) day break between work weeks. Day shift is the period for shifts starting between 4:00 a.m. and 6:00 p.m.

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

Employees shall have their work schedule posted in an appropriate place at least seven (7) calendar days in advance. Failure to provide the required notice will result in overtime as follows:

- (a) For a change in hours in the day, overtime hours will be paid for all hours outside the schedule equal to the period of notice not given.
- (b) For a change in days, overtime hours for the days not previously scheduled equal to the period of notice not given.

The schedule of an employee may only be changed in the event of an unscheduled absence

of other employees or in the event of emergencies such as fire, flood, or breakdown in machinery.

The employees will be provided with a list of names and phone numbers of individuals to call if they are the only employee who shows up for their shift. Overtime will not result for these situations.

Premium Structure for Shifts in Shipping and Trucking

<b>Monday – Friday for shifts starting between the hours of 12:00 p.m. to 4:00 a.m.**</b>	<b>\$0.55/hour effective the date of ratification</b>	<b>\$0.60/hour on April 3<sup>rd</sup>, 2021</b>	<b>\$0.65/hour on April 3<sup>rd</sup>, 2024</b>
<b>Sunday – Thursday for shifts starting between the hours of 12:00 p.m. to 4:00 a.m.**</b>	<b>\$0.55/hour effective the date of ratification</b>	<b>\$0.60/hour on April 3<sup>rd</sup>, 2021</b>	<b>\$0.65/hour on April 3<sup>rd</sup>, 2024</b>
<b>Tuesday – Saturday for shifts starting between the hours of 12:00 p.m. to 4:00 a.m.**</b>	<b>\$0.55/ hour effective the date of ratification</b>	<b>\$0.60/hour on April 3<sup>rd</sup>, 2021</b>	<b>\$0.65/hour on April 3<sup>rd</sup>, 2024</b>

**\*\*Note: If the Company is able to start processing birds before 3:00 a.m., the shift premium language will be updated to align with the basic workday in Article 3.2.**

(a) Maintenance

All work performed on scheduled days off shall be posted and will be paid at double (2X) time the hourly rate. Overtime to be offered, by seniority, to those qualified and available. If all employees decline overtime, the Company will use a contract worker, wherever possible. If there are no contract workers who are familiar with the plant or

equipment, reverse seniority will be used to assign overtime.

Employees shall have their work schedule posted in an appropriate place at least seven (7) calendar days in advance. Failure to provide the required notice will result in overtime as follows:

1. For a change in hours in the day, overtime hours will be paid for all hours outside the schedule equal to the period of notice not given.
2. For a change in days, overtime hours for the days not previously scheduled equal to the period of notice not given.

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

The employees will be provided with a list of names and phone numbers of individuals to call if they are the only employee who shows up for their shift. Overtime will not result for these situations.

- 3.4 All work performed on Day 6 of the employee's work week shall be paid at one and one half (1 1/2 X) times the hourly rate for the first four (4) hours and double (2X) time the hourly rate for all time after four (4) hours.

All work performed on Day 7 of the employee's work schedule will be paid at two (2X) times the regular hourly rate. If an employee reports for work when ordered to do so on the above day they will be given a minimum of four (4) hours work or four (4) hours pay at the rate of pay for that day.

### 3.5 Shift Premium

The Company agrees to pay effective date of ratification a **fifty-five (\$0.55)** cent per hour premium to all employees working shift work, for any other shift than the normal day shift.

Effective **April 3<sup>rd</sup>, 2021** this premium shall be increased to **sixty (\$0.60)** cents per hour.

**Effective April 3<sup>rd</sup>, 2024 this premium shall be increased to sixty-five (\$0.65) cents per hour.** The premium shall not be considered as part of such employee's basic rate.

### 3.6 Work Week Adjustment Rate

Should the Company implement a second shift rotation that involves a Sunday to Thursday rotation, the Company agrees to pay a sixty (\$0.60) cent premium to all employees affected by this rotation, for all hours worked in the week. This premium shall not be considered as part of such employee's basic rate.

Where applicable, this work week adjustment is in addition to the shift premium noted above.

## PRODUCTION

<b>Sunday – Thursday for shifts starting between the hours of 1:00 p.m. to 4:00 a.m.**</b>	<b>\$0.55/ hour effective the date of ratification</b>	<b>\$0.60/ hour effective April 3<sup>rd</sup>, 2021</b>	<b>\$0.65/ hour effective April 3<sup>rd</sup>, 2024</b>
--	--	--	--

**\*\*Note: If the Company is able to start processing birds before 3:00 a.m., the shift premium language will be updated to align with the basic workday in Article 3.2.**

### 3.7 Time Recording

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

Early starts and late finishes will be initialed by the Supervisor/Lead Hand on a daily basis. Payment shall be to the minute.

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

### 3.9 Daily Guarantee

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

### 3.10 Rest Periods

Daily hours of work shall be consecutive with the exception of a fifteen (15) minute rest period to commence not earlier than one and one half (1 1/2) hours nor later than two and one half (2 1/2) hours after the start of their shift or following return from the meal period. Meal periods will be thirty (30) minutes unpaid.

Employees working one and one half (1 1/2) hours or more in the second half of their shift of their regular scheduled work day, shall be given a fifteen (15) minute rest period to be taken not earlier than one and one half (1 1/2) hours nor later than two (2) hours following the lunch period.

If an employee is entitled to receive a fifteen (15) minute rest period and is sent home before the break, they will receive pay for such time without having to wait in the coffee room. Employees shall not be required to work more than five (5) hours without a first meal period and an additional four and one half (4 1/2) hours without a second meal period.

An employee required to work in excess of the first five (5) hours or the second four and one half (4 1/2) hours will be paid two (2X) times their regular rate for all time worked until the meal period is granted. An employee required to work in excess of the second four and one half (4 1/2) hour portion of shift, the Company will allow thirty (30) minutes with pay at the rates paid for that period for such meal period. **Employees shall receive eight (\$8.00) dollars on their next cheque as a**

**meal allowance for this meal period. Effective April 3<sup>rd</sup>, 2024 employees shall receive nine (\$9.00) dollars on their next cheque as a meal allowance for this meal period. Live Processor shall have adequate time for personal cleaning before all rest periods and meal periods.**

**All rest periods and meal periods shall be uninterrupted, except in the case of an emergency. In the event that a rest period is interrupted and the meeting is deemed compulsory by the Company, the Company will decide to either provide affected employees with additional rest time equal to the duration of the interruption or payment for the duration of the interruption at the applicable hourly rate as set out in Appendix "A".**

The Company will allow an additional five (5) minutes at the break periods to accommodate the employee's requirements to comply with HACCP regulations.

### 3.11 Work Schedule

Scheduled hours of work (start time and finish time) shall be posted not later than the employee's lunch break for the following day.

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

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

### **3.12 Rest Between Shifts**

***There shall be as a minimum ten (10) hours off in between all scheduled shifts.***

## **Article 4 – Seniority**

4.1 When an employee has completed three (3) calendar months in the service of the Company or any extended period mutually agreed upon by **the** Union and Management, they shall be granted seniority from date of hire.

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

4.3 Length of continuous service with the Company shall be the deciding factor governing layoff and re-employment after layoff. Employees may choose to go on layoff as opposed to accepting a position to which they could bump.

Employees recalled to a department other than the department where the layoff originated shall have the option of accepting the employment or continuing on layoff until such time as they are

recalled to the department from which they are laid off.

As an exception to the above:

(a) Layoff of employees in the maintenance, shipping, or live hang classifications shall be determined by the length of continuous service with the Company of those employees in maintenance, shipping, or live hang departments.

(b) ***Layoff of employees in the Certified Evisceration Worker, Shunt Truck Driver, and Advanced First Aid classifications shall be determined by the length of continuous service with the Company of those employees in each respective department, provided the remaining employees in the department have the qualifications to do the work satisfactory to the Company.***

4.4 The names of employees to be laid off or recalled will be provided to the Union on the same day the employees are notified or the day prior.

4.5 If an employee is absent from work, because of sickness or accident they shall not lose seniority rights, and shall return to the position held prior to their absence when capable of performing ***their*** duties. It shall be the duty of each employee so absent to notify the Company of the general reasons of the absence, and how long their absence is expected to last. Where the employee fails to do so, the Company may, at its' discretion,

request the employee to verify their absence. The parties will participate in the accommodation process in good faith.

4.6 New employees will be on probation for a period of three (3) calendar months 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. The termination of a probationary employee shall not be the subject of a grievance. All employees retained beyond the three (3) calendar months 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 three (3) or more months of service with the Company and is laid off, terminated, or terminates voluntarily and is rehired within one (1) year, shall receive the rate of pay for the job classification as specified in Appendix "A" of this Agreement.

4.7 The words "qualified" or "qualifications" as used in this Agreement shall be interpreted to mean ability to regularly perform the job without other assistance.

#### 4.8 Job Postings

When job vacancies occur with the exception of Lead Hand, in the Plant 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) business days during which time **written** applications may be made by employees. Postings will include a description of the job, the shift, and the hours of work. Copies of such applications will be sent to the Union. If no suitable applications are received, then the Company may hire a person to fill the job. It is understood to apply for a posting in the Maintenance, Trucking, ticketed shunt driver, and Shipping Department, an employee must be qualified. Temporary appointments may be made by the Company pending receipt of application. The most senior applicant shall receive the job.

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

Only the original vacancy and the job from which the promotion was made shall be posted. Any vacancies created beyond the second posting will not be posted.

An employee receiving a new job posting will be on a trial basis for up to thirty (30) working days. If they cannot perform the job satisfactorily, they shall be returned to their prior job or the employee may return to their prior job, if they so choose. The next senior applicant will be selected from the original posting if the vacancy occurs within thirty (30) days. Vacancies after thirty (30) days must be reposted.

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

#### 4.9 Promotions and Job Assignments

- (a) The Company agrees that all promotions and job assignments involving an increase in pay will be based on seniority of the employee affected, provided qualifications and ability are comparatively equal.
- (b) Employees required to temporarily fill a higher rated job, shall receive the classified rate for balance of shift, but if required temporarily to fill a lower rated job, shall receive their regular rate of pay.
- (c) Where employees are required to transfer from one department to another on a permanent basis due to the operational needs of the Company it shall be done on the following basis.

The opportunity to transfer shall first be given to senior employees. In the event that no employee wishes to take the transfer, the least senior employees shall be transferred and shall be given the first opportunity to transfer back to that department when a position becomes available.

- (d) Where an employee is offered a position outside the bargaining unit within the Plant and less than six (6) months time has expired, the employee can choose to return, or the Company can require the employee to return to their former position with no loss of seniority. This provision is restricted to be used only once by an employee during their employment with the Company.

### Temporary Job Vacancies

- (a) A job that becomes vacant for more than **one (1)** week is filled according to the following procedure. A job is defined temporarily when **its** owner is absent for sickness, vacation, accident, or Union business for a maximum of ninety (90) days.

***For clarity, the timelines under the Collective Agreement for notice of shift change do not apply when filling any temporary vacancy except in those instances where the Company has been provided enough notice of the length of the absence to meet the notice requirements.***

- (b) Once per year during the month of January, the Company will post the list of jobs described in Appendix "A". An employee who wishes to fill one of these jobs must apply. The Company will train within reason, so that in the event of a temporary vacancy, they shall have the qualifications needed. The preference of filling a temporary vacancy will be given to employees currently on the same

shift as the vacancy, except where there are no volunteers/applications, in which case the Company will look to other shifts.

- (c) Once a temporary job becomes available, the Company will fill it by the list as mentioned in point (b) above as long as the employee has the qualifications and ability to satisfy the requirements. If the list doesn't have any names or no one available, the Company will fill the job with the least senior employee who has the ability to perform the job **in accordance** with Article 4.7.
- (d) If, when it comes time to fill the position, the employee is not available or is in another temporary job, the Company will offer the job to the next employee on the list by seniority.
- (e) The employee must complete their current assignment before requesting another one. If an employee refuses an assignment on a job they posted, they won't be able to post again until the next posting **in accordance** with **Article 4.9** (b).
- (f) If the Company is unable to give the temporary job to the employee, the employee will receive the highest rate between their actual rate and the one they applied for.

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

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

- (a) Is discharged for just cause;
- (b) Resigns;
- (c) Is laid off and fails to report for work within five (5) working days after being notified in writing by registered mail to do so. It shall be the responsibility of the employee to keep the Company informed of their current address and telephone number.
- (d) Is laid off for a period exceeding twelve (12) consecutive months.
- (e) Is absent from work for four (4) consecutive working days without having notified the Company, or without legitimate reason.
- (f) ***Commits an act of workplace violence;***
- (g) ***Intentionally and knowingly acts creating an animal welfare issue.***

4.11 Subject to Human Rights Law, after absence due to injury or illness the employee must be returned to ***their*** job without loss of seniority when capable of performing ***their*** duties provided two (2) years have not elapsed between the return and the last day worked.

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

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

- 4.12 Transfers to another shift or another department shall be based on seniority. Employees may submit a written request to the Plant Superintendent and a copy forwarded to the Union provided they have not been transferred within the previous twelve (12) months (Consideration within previous twelve (12) months may be considered on an individual basis by the Company and the Union on a special circumstance).

All transfers shall be made to the most junior position in the department requested.

Upon receipt of a transfer request, the Company will first give the senior employees in the Plant, and/or shift affected, the opportunity to fill the vacancy created by the transfer. In the event no employee wishes to fill the vacancy created, then the employee requesting the transfer shall exercise ***their*** seniority over the most junior employee in the Plant, and/or department, and/or shift that ***the employee*** wishes to transfer to.

All transfer requests will be approved based on seniority and processed within thirty (30) working days. Transferred employees will be on trial for thirty (30) working days (this would only be in

effect if it is in a different position). The Company may return the employee to the department/shift from which the transfer originated if they cannot perform the job satisfactorily, or the employee may return to the department/shift if they are not satisfied.

#### 4.13 New Positions or Departments

Should new bargaining unit positions or departments be created that are not covered by the Collective Agreement, the Company will meet with the Union in good faith to negotiate new wages and conditions. Should the parties not reach agreement, the matter shall be referred to the Grievance Procedure of the Collective Agreement.

### Article 5 – Leave of Absence

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

5.2 Leave of absence without pay may be granted by mutual agreement in addition to regular vacation, however employees with five (5) or more year's seniority may request and shall be granted two (2) weeks of unpaid leave in addition to their regular vacation. Request for a leave of absence must be submitted with the vacation request as outlined in

Article 8.3. Requests for leave of absence shall be made in writing stating reasons therefore. Leaves of absence for extended vacation shall not be granted during June, July, and August. This request shall be limited to once every five (5) years with a limit of four (4) employees on day shift and four (4) employees on the afternoon shift. No leave will be unreasonably denied.

5.3 **Maternity Leave and Parental Leave/ Adoption Leave**

***Requests for maternity leave, parental leave/adoption 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.***

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

The employee will provide the Company with two (2) weeks notice of their intent to 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 leave, the Company will provide one (1) day paternity leave, with pay, within one (1) week of the birth of the child. This leave is not applicable when the employee is absent from work as a result of being on vacation

or a Statutory Holiday, is collecting Weekly Indemnity or Workers' Compensation Benefits, or is on leave of absence.

#### 5.4 Funeral Leave/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 mother-in-law, father-in-law, grandparents, stepfather, stepmother, stepchild, stepbrother, stepsister, daughter-in-law or son-in-law, and grandchildren.
- (b) Notwithstanding the foregoing, if the death is a case of spouse (including same-sex and common law), father, mother, child, brother, or sister, the employee shall be entitled up to five (5) days with pay and further consideration of leave of absence at the time of bereavement.
- (c) Consideration will also be given with respect to travel time. Employee's day off or vacation will not be used to circumvent funeral leave.

5.5 The Company agrees to grant necessary time off, without pay, and without loss of accrued seniority to any employee who is appointed by the Union to a leave of absence for Union business, provided however, that sufficient notification is given **to** the Company so that such employee's position can be filled.

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

#### 5.6 Jury Duty

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

#### 5.7 Compassionate Leave

Compassionate leave will be dealt with on an individual basis and in accordance with applicable legislation.

#### 5.8 Military Leave

An employee who is a member of the Canadian Armed Forces and who is called to active duty will be granted an unpaid leave of absence.

5.9 Pre-Payment of Company Benefits While on Approved Leaves

Those employees wishing to maintain their coverage under the Company Benefit Plan while on any approved leave exceeding thirty (30) calendar days, may pre-pay the cost of those benefits prior to commencing such leave or by providing post-dated cheques.

5.10 Any employee returning to work following a maternity, parental, adoption, or disability leave of absence that requires to be recertified to return to their previous position, shall be given priority over other employees waiting to be certified or recertified that have not started the certification process.

Article 6 – Wages

6.1 Job classifications and wage rates for each classification for all employees covered by this Agreement shall be as set out in Appendix “A” of this Agreement and if any employee is receiving a wage in excess of the regular hourly rates contained in Appendix “A” of this Agreement such wage rates shall not be reduced by reason of the signing of this Agreement.

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

## Article 7 – Statutory Holidays

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

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

- (a) All employees that have been employed for thirty (30) or more calendar days shall be paid for the agreed holidays, subject to **Article 7.1** (b), (c), and (d).
- (b) Employees shall receive pay for Statutory Holidays, provided they work their last scheduled work day before and after the holiday unless absent by reason of bona fide sickness, accident, or emergency. A doctor's note must be provided to support an absence on the last scheduled work day before the holiday and the first scheduled work day after the holiday.

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

- (c) If any of these days fall on Friday, Saturday, or Sunday, at the discretion of the Company, with two (2) weeks notice, the work day

preceding or the work day following shall be observed as the holiday, after discussions with the Union.

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

## Article 8 – Vacations

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

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

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

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

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

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

- (i) The employee has been absent due to a leave of absence in excess of two (2) weeks during the anniversary year on which vacation is being paid.
- (ii) The employee has been absent due to non-occupational illness or accident in excess of thirty (30) days during the anniversary year on which vacation pay is being paid.
- (iii) The employee has been absent due to an occupational illness and/or accident in excess of six (6) months during the anniversary year on which vacation pay is being paid.

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

- 8.3 (a) The selection of vacation dates shall be on the basis of seniority in each department for each round in complete work weeks. The Company will make a sincere effort to grant the selection requested subject to the demands of the business.

The Company will post a notice not later than December 1<sup>st</sup>, of each year notifying employees of the date upon which vacation selection (Round 1) will commence for the vacation year which runs April 1<sup>st</sup> to March 31<sup>st</sup>.

Vacation scheduling will be handled in two (2) rounds based on the following:

### Round 1

Late or unreturned requests automatically go to Round 2.

Starting the first week of January, the Company will canvass employees for vacation on the basis of seniority in each department. Meetings with employees will take place off the production floor. It is understood that a **Steward** shall not be necessary in these meetings, unless requested. Employees will make their vacation selections during this meeting or will be provided with forty-eight (48) business hours to select their vacation. At all times, vacation scheduling will be subject to rules below. Once scheduled, employees will be provided with a written confirmation of their scheduled vacation.

- (i) The vacation weeks shall be scheduled by departmental seniority.

(ii) Employees can schedule the entirety of their vacation entitlement in Round 1, subject to the exceptions below:

1. Employees who are entitled to three (3) weeks of vacation, may only schedule a **total** of two (2) weeks in June, July, or August **but shall forfeit the scheduling of the remainder of their vacation to Round 2.**
2. Employees with four (4) or more weeks' vacation **may** schedule a **total of** three (3) weeks' vacation in June, July, or August **but shall** forfeit the scheduling of the remainder of their vacation to Round 2.

Upon completion of Round 1, the vacation schedule will be posted.

## Round 2

The order in which the remaining weeks are scheduled will be as follows:

- (i) Requests for all remaining weeks by departmental seniority.
- (ii) Where an employee has not selected their vacation weeks, it is understood that the remaining weeks may be scheduled by the Company with a minimum of two (2) weeks' notice to the employee.

Upon completion of Round 2, the vacation schedule will be posted.

8.4 When a Statutory Holiday occurs during an employee's vacations, they will receive pay for that Statutory Holiday before such vacation. When a Statutory Holiday occurs during an employee's vacation between:

- (a) October 1<sup>st</sup> and April 30<sup>th</sup>, the employee will be entitled to an extra day off of vacation at that time.
- (b) May 1<sup>st</sup> and September 30<sup>th</sup>, the employee will be entitled to an extra day of vacation and will be scheduled at least seven (7) days in advance by mutual agreement between employee and the Company. All vacation days must be used prior to the next annual vacation. The Company will provide the employee with a written confirmation.

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

Those entitled to less than:

- Two (2) weeks vacation – 4%
- Three (3) weeks vacation – 6%
- Four (4) weeks vacation – 8%
- Five (5) weeks vacation – 10%
- Six (6) weeks vacation – 12%

- 8.6 Employees with less than one (1) years service with the Company who are laid-off will be paid their accumulated vacation pay at time of layoff (within two (2) weeks from date of layoff), if such is requested, in writing, by the employee.
- 8.7 The Company agrees to provide each employee with a full accounting of their vacation pay calculation on an annual basis, once the employee has taken their complete holiday entitlement for the year.

#### Article 9 – Severance Pay

- 9.1 Employees regularly working full-time, upon termination by the Company, except employees terminated for proper cause, which shall include but not be limited to dishonesty, drunkenness, or drinking intoxicants during working hours (subject to Human Rights legislation), or serious insubordination, shall be given individual notice in writing or pay in lieu thereof as follows:
- (a) One (1) weeks notice in writing or pay in lieu thereof to those who have completed sixty (60) days of service.
  - (b) Two (2) weeks notice in writing or pay in lieu thereof to those who have two (2) years' service.

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

## 9.2 Complete Plant Closing

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

- (a) They have one (1) or more years seniority;
- (b) They are actively employed with the Company and accumulating seniority or have been laid-off within the thirty (30) day period preceding the date of notice of closing. Employees on leave of absence up to one (1) year and receiving Workers' Compensation or off sick will be eligible;
- (c) They have not refused an offer of other employment by the Company in another unit, the location of which is reasonably accessible;
- (d) They have not been transferred to another unit of the Company;
- (e) The closing is not brought about by war, strike, work stoppage, slow down or other cessation of work, fire, government action, or Act of Nature;
- (f) In order to qualify for separation allowance, employees will continue to work in a satisfactory manner as long as required;
- (g) Complete Plant Closure

The scale of separation allowance shall be as follows:

<u>Years of Completed Service</u>	<u>Amount</u>
1 – 10	The amount as set out in the Employment Standards Code of Alberta.
11 – 20	The ten (10) year allowance plus <b>one hundred seventy-five (\$175.00) dollars</b> for each year over ten (10).
21 and over	The twenty (20) year allowance plus <b>two hundred twenty-five (\$225.00) dollars</b> for each year over twenty (20).

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

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

- (h) In the event of complete plant closure during the term of this Collective Agreement, the Company will set up a joint Union/ Management Plant Closure Committee. This committee will consist of the following individuals:

- (i) For the Union – up to three (3) members designated by the Union.
- (ii) For the Company – up to three (3) members of Management.

This Committee will deal with the various issues concerning employees and the Company will make a sincere effort to give as much notice as possible in the event of a complete plant closure. This Committee will meet on a monthly basis to review issues of concern to both parties.

### 9.3 Layoff

In the event of layoff (not including events such as war, strike, walkouts, fire, government action, or Act of Nature) the Company will provide the following notice, or pay in lieu of notice:

- (a) If the anticipated length of layoff is equal to or less than one (1) week, no notice.
- (b) If the anticipated length of layoff is greater than one (1) week:
  - (i) One (1) week's notice for seniority greater than one (1) year and less than five (5) years.
  - (ii) Two (2) weeks notice for seniority equal to or greater than five (5) years and up to ten (10) years.

- (iii) Four (4) weeks notice for seniority equal to or greater than ten (10) years and up to twenty (20) years.
- (iv) Six (6) weeks notice for seniority equal to or greater than twenty (20) years.

Notwithstanding the foregoing, notice will not exceed the period of layoffs as outlined above.

The Company will review options with the Union to see if other options may be available to minimize the impact of the layoff.

#### Article 10 – Sick Leave

- 10.1 The Company agrees to provide sick leave with pay, earned at the rate of one (1) day sick leave for each month of employment. Employees will accrue one (1) sick day credit only if they worked every scheduled work day 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 (**1<sup>st</sup>**) day of sickness. Sick employees shall not be requested to remain in the plant beyond the three (3) hours to circumvent first (**1<sup>st</sup>**) day of sickness.

- (b) No employee on sick leave shall receive pay for the first (**1<sup>st</sup>**) day of absence, except those employees who are off six (6) days or more and have accumulated credits.
- (c) The Company agrees to pay out unused sick leave credits to employees after six (6) months of illness, twelve (12) months of layoff, and immediately upon retirement on pension. All holidays will be considered as time worked when computing sick leave.
- (d) A doctor's note is not required for two (2) or less days of illness. A doctor's note must be provided to support an absence on the last scheduled work day before and the first (**1<sup>st</sup>**) scheduled work day after the Statutory Holiday.

## Article 11 – Employee Benefits Program

- 11.1 Employees must complete three (3) months of employment to be eligible for the benefit coverages set out in Articles 11.2, 11.3, and 11.5. Coverage commences on the first (**1<sup>st</sup>**) day following completion of three (3) months service and stops immediately upon termination. The Company and Union agree that the premium for these coverages will be paid seventy-five (75%) percent by the Company and twenty-five (25%) percent by the employee.
- 11.2 Should the Alberta Government cease to pay the cost of Alberta Health Care Insurance Premiums, then the Company will cover the cost for all

employees for these premiums up to the same amount per employee as the premiums were before the Government started paying them (i.e. the Company will pay up to seventy-five (75%) percent of forty-four (\$44.00) dollars/month for single coverage or eighty-eight (\$88.00) dollars/month for family coverage).

### 11.3 Group Life Insurance

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

#### Weekly Indemnity

The Company agrees to provide a Weekly Indemnity Insurance program that provides employees with sixty-six and two thirds (66 2/3%) percent of their weekly earnings based on forty (40) hours per week at the regular rate of pay up to a maximum allowed under the Employment Insurance Act for a maximum of fifteen (15) weeks when absent from work due to a non-occupational illness or accident. Employees on layoff are not eligible to collect Weekly Indemnity benefits. Weekly income benefits begin with the first (1<sup>st</sup>) day of disability due to injury or the fourth (4<sup>th</sup>) consecutive working day of disability due to illness but in no event prior to the first (1<sup>st</sup>) day of treatment by a doctor.

## 11.4 Dental Plan

- (a) The Company agrees to participate in and contribute to the Alberta Retail Meat Industry Dental Plan.
- (b) Effective date of ratification the Company will contribute to the dental plan **fifty-one (\$0.51)** cents per hour to a maximum of **twenty dollars and four (\$20.04) cents** per week for all hours paid by the Company to members of the bargaining unit (hours paid shall include hours worked, vacation, General Holidays, sick days (not including Weekly Indemnity), jury duty, bereavement leave, etc.) up to a maximum of forty (40) hours per week.

Effective April 3<sup>rd</sup>, **2024**, the Company will increase the contribution to **fifty-two (\$0.52)** cents per hour to a maximum of **twenty dollars and eight (\$20.08) cents** per week.

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

the foregoing, the Company and the Union agree to be bound by the actions taken by the Company and the Union Trustees under the Plan.

11.5 It is agreed that the Company's extended Health Care Program will be made available to all employees, including a drug card and vision benefit. The Vision benefit will offer two hundred **twenty-five (\$225.00)** dollars of coverage every twenty-four (24) months, effective the **date of ratification. This amount will be increased to two hundred fifty (\$250.00) dollars effective April 3<sup>rd</sup>, 2024.**

11.6 An employee's employment benefits coverage provided under Articles 11.2, 11.3, 11.5 shall cease when:

(a) In the case of a layoff of an employee with less than twelve (12) months service after three (3) months layoff.

With more than twelve (12) months service after six (6) months layoff.

(b) They have been absent from work due to illness or non-compensable accident in excess of twelve (12) months.

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

## 11.7 Pension

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

Effective July 1<sup>st</sup>, 2015, the Company agrees to contribute to the C.C.W.I.P.P. ninety-nine (\$0.99) cents per hour for all hours paid by the Company to members of the bargaining unit.

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

## Article 12 – Safety and Welfare

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

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

The first aid persons shall be identified by a green helmet or a green cross on their helmet.

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

12.2 There shall be a Union Management Safety Committee appointed and shall constitute an equal number of representative, up to four (4) representatives appointed by the Union and up to four (4) 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 Plant. Regular meetings of the Safety Committee shall be held each month. A list of names of the Safety Committee members shall be kept posted on the bulletin board in the lunch room. The Company will forward a copy to the Union of all Joint Health and Safety meeting minutes.

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

12.4 No employee will be required to work alone at any time at the Plant as stated in Article 3.3.

12.5 **Modified Work Program**

On the first (**1<sup>st</sup>**) day that an employee reports to the workplace on a modified work program, there shall be a meeting involving the employee, the

employee's Supervisor or designate, the Plant Health and Safety **Specialist**, and the Shop Steward, or their designate. The Union Business Representative may also attend. At this meeting the parties will be made aware of the employee's modified work. The discussion will include, but not **be** limited to, the specific duties to be performed, the limitations which have been placed on the employee's activities, the duration of the modified work program, and the process to be used in monitoring the employee's progress.

#### 12.6 Food Safety

Employees can speak with both Management and the Union regarding food safety issues. Employees are expected to bring any potential food safety issue forward to Management.

12.7 The Company, the Union, and employees shall comply with the Occupational Health and Safety Act and all other relevant legislation in the area of health and safety.

### Article 13 – General Provisions

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

13.2 The Company will allow adequate relief as well as the necessary time for changing clothes or

equipment necessitated by change from one job to another where working conditions are different.

13.3 All uniforms, smocks, aprons, caps, hairnets, gloves, hearing protection, and new boots and any other special wearing apparel an employee is required to wear, shall be furnished and laundered by or at the expense of the Company. The employee shall be responsible for any such apparel they may lose providing adequate lockers are supplied. It is understood and agreed that all such wearing apparel is the property of the Company and should remain on the premises.

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

(b) Where the employees are required to wear rubber boots, the employees will buy their first issue of rubber boots. For any other issue thereafter the Company will reimburse the employee by the amount of twenty (\$20.00) dollars toward a new pair, provided the old boots are turned in. At the employee's request the Company will replace suitable rubber boots at no cost to the employee provided the old boots are turned in. ***This amount shall be increased***

**to thirty (\$30.00) dollars effective the date of ratification.** The Company also agrees to maintain a proper supply of rubber boots for employees.

- (c) The first issue of insulated vests to packaging department employees will be charged out at cost and further issues at no charge on exchange.
- (d) Maintenance employees and other employees in the Plant required to wear safety shoes upon completion of six (6) months of employment shall receive seventy-five (\$75.00) dollars toward a new pair of safety shoes thereafter be limited to seventy-five (\$75.00) dollars every six (6) months or one hundred seventy-five (\$175.00) dollars every twelve (12) months, if needed. **Effective April 3<sup>rd</sup>, 2022 the seventy-five (\$75.00) dollars amount will be increased to eighty-five (\$85.00) dollars every six (6) months. Effective April 3<sup>rd</sup>, 2024 the eighty-five (\$85.00) dollar amount will be increased to ninety-five (\$95.00) dollars every six (6) months.**
- (e) The Company agrees to supply proper external hearing protection or internal hearing protection. The employee may elect which type to wear and will be allowed the option of wearing both. Replacement external hearing protection will only be provided where the employee returns a worn out pair.

- 13.4 Pre-employment medicals are to be paid for by the employee. All subsequent medicals required by the Company for the purposes of accommodation, are to be paid for by the Company.
- 13.5 The Company may request a Driver's Abstract at any time from an employee classified as a Truck Driver, or any employee temporarily filling that position, for the purpose of determining that the employee has a valid driver's license. The Company will pay for the fee for obtaining the Abstract.
- 13.6 Payment of net wages owing will be made by electronic transfer of funds direct to the employee's bank account on each payday. Pay stubs providing the supporting documentation for the direct deposit will be issued to employees before the end of the last scheduled shift prior to the payday or the following shift.

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

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

13.7 Time Off to Vote

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

13.8 Employees will be granted time off without pay to keep doctor or dentist appointments or other appointments providing however, the Company is given one (1) weeks notice in advance except in emergency. The Company may request supporting documentation of an appointment and will pay the cost for it, if they request it.

13.9 Union Recognition

(a) The Company agrees that the Union will have the right to use the lockable bulletin board, to be used for posting notices of official Union business exclusively. All such notices shall be submitted to a Company official for approval before posting. Such approval shall not be unreasonably withheld.

The Company shall make available a locking mailbox for the use of the Union.

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

(c) The Company agrees to provide copies of all attendance or discipline letters to the Union and the employee.

(d) **Union Access to the Workplace**

Any authorized Union Representative may, upon receiving permission from the Company, enter the Plant, ***including the production floor accompanied by a member of the HR team, to inspect working conditions and to generally carry out the terms of this agreement, provided all plant rules and procedures applicable to all visitors are followed, and the Union Representative does not engage in any activity that is disruptive or interferes with the operation of the workplace nor do they*** unduly occupy the time of employees during working hours.

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

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

In all meetings between the Company and an employee, the employee or **S**teward if applicable, may request a translator and the Company will make best efforts to supply one from the bargaining unit or supervisory staff subject to any potential conflicts of interest.

(e) Recognition of Shop Stewards

- (i) Shop Stewards may be elected or appointed by the Union from time to time and the Company shall be notified by the Union of such elections or appointments.
- (ii) Complaints and grievances of a minor or emergency nature may be submitted verbally by the Shop Steward to the designated representative of the Company prior to processing in the manner outlined in Articles 17 and 18 of the Collective Agreement.
- (iii) The Shop Steward may raise grievances and complaints with the Plant Manager or Management designate at a time suitable to both parties which may include time during regular working hours.
- (iv) When a Shop Steward is investigating a complaint or grievance on Company time, **they** will first notify the Plant Manager/Plant Superintendent or Supervisors. The time chosen for the investigation of the complaint or grievance must be acceptable to the Company; however, the Company will exercise reasonableness in the handling of such requests. The length of time involved in investigating the complaint or grievance, on Company time, will be that considered reasonable by both the Shop Steward and the Plant Manager.

- (v) It is agreed that the Shop Steward and Human Resources Manager will make every effort to resolve the complaints and grievances as quickly as possible.
- (vi) It is agreed that, as far as possible, the handling of complaints and grievances will be confined to such times that will minimize any interference with the operations of the Company.
- (vii) Shop Stewards will not suffer discrimination with respect to any condition of employment (including transfers) by reason of their involvement in lawful Union activities.

(f) Orientation

A Shop Steward or a Union Representative shall be allowed to participate in the New Employee Orientation sessions as follows:

- (i) At the end of each session the Shop Steward or Union Representative will be allowed fifteen (15) minutes of paid time to address the new employees.
- (ii) During this time a Shop Steward or the Union Representative may: explain the Union's structure and role within the Plant, distribute copies of the Collective Agreement and/or other printed material and answer any questions that the new employees may have. **Company Officials, Managers, and anyone**

***excluded from the bargaining unit shall not be present during the Union portion of the employee orientation.***

- (g) The Company agrees to display the Union Shop card which shall be furnished to the Company free of charge by the Union.
- (h) Lockers will be provided for each employee. A Shop Steward shall be present for all locker checks. Locker checks will be posted in advance in most cases.
- (i) The parties agree to set up a Joint Work Life Committee. This committee will be composed of the following individuals:
  - (i) For the Union – full-time Union Representative, Chief Steward or ***their*** designated representative, and one (1) other member of the bargaining committee.
  - (ii) For the Company – up to three (3) members of Management.

This committee will meet on a monthly basis to review issues of concern to both parties.

## Article 14 – Management’s Rights

- 14.1 The Management of the Plant and the direction of the working force including (without limiting the generality of the foregoing) the right to hire, suspend, or discharge for cause, to assign and re-assign employees to jobs, to transfer employees

from department to department, to increase and decrease the working force, to determine the products to be handled, produced, processed, or manufactured, the schedule of production, and the methods, processes, and means of production and handling are vested exclusively with the Company provided these rights will not be used to discriminate against employees.

- 14.2 Cases of disagreement shall be dealt with in accordance with the Grievance Procedure as outlined in this Agreement.
- 14.3 The Company retains all rights to manage the business not limited by the express provision of this Agreement.

#### Article 15 – No Discrimination

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

Any employee alleging wrongful transfer, dismissal, or discrimination, may place ***their*** allegation before the Union Representative and if said Representative considers that the objection has merit, the transfer, dismissal, or lay-off shall become a grievance and be subject to the Grievance Procedure as established in 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 further agrees that there will be no discrimination with reference to the Alberta Human Rights Act.

## 15.2 Harassment

Where an employee alleges that harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement.

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

## Article 16 – Successors and Assigns

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

remain in effect for the full term thereof, regardless of any kind of change in Management, location, form of business, organization, or ownership.

## Article 17 – Grievance Procedure

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

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

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

### First Step:

The employee may discuss the matter with ***their*** immediate superior, or may request the Shop Steward or Union Representative to do so on ***their*** behalf.

If the employee is not satisfied with this settlement, then:

### Second Step:

Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party following which the Union

Representative or Representatives, and the Human Resource's Representative of the Company may meet, or have a discussion and in good faith shall endeavor to settle the grievance submitted. If a satisfactory settlement cannot be reached, or if the party fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served on the other require submission of the grievance to Arbitration. Such Arbitration to be established in the manner provided in Article 18 of this Agreement.

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

#### Article 18 – Arbitration

- 18.1 The grievance may be referred to a single arbitrator by notice in writing to the other party within thirty (30) working days of the decision in the second step of the grievance procedure.

If the parties are unable to agree within twenty (20) working days after the request for arbitration on a person to act as a single Arbitrator, either party may request in writing that the Director of Mediation Services of the Province of Alberta appoint a single Arbitrator.

## Article 19 – Guaranteed Work Week

This **article** will apply only to those employees who are permanent full-time employees of the Company.

For the purposes of this article, “full-time permanent employees” shall mean any employees employed for a period of time exceeding three (3) consecutive months.

Where an employee is entitled to the guaranteed work week and is called to work during the week, they shall be entitled to receive pay not less than thirty-two (32) hours per week and seventy-two (72) hours per pay (bi-weekly) regardless of the fact that such employee may not work that many hours.

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 changes in physical working conditions.
- (b) The Company expects all employees will perform conscientiously, whatever task may be assigned to them in their respective departments. If any employee refuses to perform the work assigned to them, the Company shall be absolved from any guarantee in respect of the work performed during that week.
- (c) The guarantee shall be the same for weeks in which one (1) of the eleven (11) Statutory Holidays occur as

in other weeks, the pay received for said Statutory Holiday shall be regarded as part of the guarantee.

- (d) Any employee who is absent from work after having started to work on a week which would entitle them to receive the guaranteed work week, shall have their guarantee reduced by the time so lost.
- (e) Any employee who is laid off in excess of one (1) month is not eligible for the guaranteed work week provision in the week of recall.
- (f) Where overtime or other premium paid hours are worked they shall be computed as, one (1) hour worked is one (1) hour of the guarantee only.
- (g) ***Despite the above, employees hired after the date of ratification of this Agreement must work four thousand, one hundred sixty (4,160) hours before becoming eligible for the provisions of the guaranteed work week.***

#### Article 20 – Termination and Renewal

This Agreement shall be effective from April 3<sup>rd</sup>, **2019**, until April 2<sup>nd</sup>, **2025**, and shall remain in force thereafter from year to year, but either party may not less than sixty (60) days or more than one hundred and twenty (120) days before expiry or renewal date of such Agreement, give notice in writing to the other party to terminate such Agreement or to negotiate a revision thereof.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

For the Company:

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Committee:

Bargaining Committee:

Gerry Beadle  
**Christian Glico**  
Christina Clark-Turcotte  
**Manvinder Malhi**  
**Stephanie Sangster**  
**Lisa Walsh**

Marcello Wani  
Cheryl Bubenchak  
**Amin Brhanu**  
**Brook Kidane**  
**Gamachu (Dima) Duresso**  
**Kueg Ayai**  
**Fasile Aberra**  
**Myline Adaci**  
**Adrian Laureano**  
**Jeff Ible**  
**Al Olinek**  
**Ricardo de Menezes**

This Agreement was ratified **March 16, 2021**.

Appendix "A"

	Current	2019	2020	2021	2022	2023	2024
P1		<b>\$0.55</b>	<b>\$0.40</b>	<b>\$0.35</b>	<b>\$0.35</b>	<b>\$0.45</b>	<b>\$0.50</b>
Starting rate	\$17.35	<b>\$17.90</b>	<b>\$18.30</b>	<b>\$18.65</b>	<b>\$19.00</b>	<b>\$19.45</b>	<b>\$19.95</b>
After 6 months	\$17.85	<b>\$18.40</b>	<b>\$18.80</b>	<b>\$19.15</b>	<b>\$19.50</b>	<b>\$19.95</b>	<b>\$20.45</b>
After 12 months	\$18.35	<b>\$18.90</b>	<b>\$19.30</b>	<b>\$19.65</b>	<b>\$20.00</b>	<b>\$20.45</b>	<b>\$20.95</b>
Base Rates							
After eighteen (18) months (Base Rate)	\$20.93	<b>\$21.48</b>	<b>\$21.88</b>	<b>\$22.23</b>	<b>\$22.58</b>	<b>\$23.03</b>	<b>\$23.53</b>
P3							
Evisceration Worker	\$21.08	<b>\$21.63</b>	<b>\$22.03</b>	<b>\$22.38</b>	<b>\$22.73</b>	<b>\$23.18</b>	<b>\$23.68</b>
Certified Evisceration Worker	\$21.85	<b>\$22.40</b>	<b>\$22.80</b>	<b>\$23.15</b>	<b>\$23.50</b>	<b>\$23.95</b>	<b>\$24.45</b>
P4							
First Aid (Full-time)	\$21.43	<b>\$21.98</b>	<b>\$22.38</b>	<b>\$22.73</b>	<b>\$23.08</b>	<b>\$23.53</b>	<b>\$24.03</b>
P5							
Assemble/Sort Orders	\$21.53	<b>\$22.08</b>	<b>\$22.48</b>	<b>\$22.83</b>	<b>\$23.18</b>	<b>\$23.63</b>	<b>\$24.13</b>
Power Jack Operator	\$21.53	<b>\$22.08</b>	<b>\$22.48</b>	<b>\$22.83</b>	<b>\$23.18</b>	<b>\$23.63</b>	<b>\$24.13</b>
Saw Operators	\$21.53	<b>\$22.08</b>	<b>\$22.48</b>	<b>\$22.83</b>	<b>\$23.18</b>	<b>\$23.63</b>	<b>\$24.13</b>
Scale Operator	\$21.53	<b>\$22.08</b>	<b>\$22.48</b>	<b>\$22.83</b>	<b>\$23.18</b>	<b>\$23.63</b>	<b>\$24.13</b>
Truck & Crate Washer	\$21.53	<b>\$22.08</b>	<b>\$22.48</b>	<b>\$22.83</b>	<b>\$23.18</b>	<b>\$23.63</b>	<b>\$24.13</b>
Tub Washer	\$21.53	<b>\$22.08</b>	<b>\$22.48</b>	<b>\$22.83</b>	<b>\$23.18</b>	<b>\$23.63</b>	<b>\$24.13</b>
Inventory Clerk	\$21.53	<b>\$22.08</b>	<b>\$22.48</b>	<b>\$22.83</b>	<b>\$23.18</b>	<b>\$23.63</b>	<b>\$24.13</b>
Tray Monitor	\$21.53	<b>\$22.08</b>	<b>\$22.48</b>	<b>\$22.83</b>	<b>\$23.18</b>	<b>\$23.63</b>	<b>\$24.13</b>
Utility Person	\$21.53	<b>\$22.08</b>	<b>\$22.48</b>	<b>\$22.83</b>	<b>\$23.18</b>	<b>\$23.63</b>	<b>\$24.13</b>
Lifter	\$21.53	<b>\$22.08</b>	<b>\$22.48</b>	<b>\$22.83</b>	<b>\$23.18</b>	<b>\$23.63</b>	<b>\$24.13</b>

	Current	2019	2020	2021	2022	2023	2024
Sanitation Person	\$21.53	\$22.08	\$22.48	\$22.83	\$23.18	\$23.63	\$24.13
<b>Chicken Combo Shoveler</b>	<b>\$21.53</b>	<b>\$22.08</b>	<b>\$22.48</b>	<b>\$22.83</b>	<b>\$23.18</b>	<b>\$23.63</b>	<b>\$24.13</b>
<b>Rapid Loaders HQ</b>	<b>\$21.53</b>	<b>\$22.08</b>	<b>\$22.48</b>	<b>\$22.83</b>	<b>\$23.18</b>	<b>\$23.63</b>	<b>\$24.13</b>
<b>Advanced First Aid</b>	<b>\$21.53</b>	<b>\$22.08</b>	<b>\$22.48</b>	<b>\$22.83</b>	<b>\$23.18</b>	<b>\$23.63</b>	<b>\$24.13</b>
P6							
Freezer Hand/Fork Lift Operator	\$21.68	\$22.23	\$22.63	\$22.98	\$23.33	\$23.78	\$24.28
Receiver/Shipper	\$21.68	\$22.23	\$22.63	\$22.98	\$23.33	\$23.78	\$24.28
P7							
<b>Live Processor</b>	\$21.85	\$22.40	\$22.80	\$23.15	\$23.50	\$23.95	\$24.45
Live Hangers	\$21.85	\$22.40	\$22.80	\$23.15	\$23.50	\$23.95	\$24.45
P8							
Shunt Driver – Truck No Ticket	\$21.68	\$22.23	\$22.63	\$22.98	\$23.33	\$23.78	\$24.28
Shunt Driver Class 1 – Truck	\$26.50	\$27.05	\$27.45	\$27.80	\$28.15	\$28.60	\$29.10
P9							
Journeyman Power Engineer	\$34.00	\$34.55	\$34.95	\$35.30	\$35.65	\$36.10	\$36.60
P10							
Journeyman Electrician	\$38.35	\$38.90	\$39.30	\$39.65	\$40.00	\$40.45	\$40.95
Journeyman Millwright	\$38.35	\$38.90	\$39.30	\$39.65	\$40.00	\$40.45	\$40.95

	Current	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>
Journeyman Trailer Mechanic	\$38.35	<b>\$38.90</b>	<b>\$39.30</b>	<b>\$39.65</b>	<b>\$40.00</b>	<b>\$40.45</b>	<b>\$40.95</b>
Apprentice							
General Maintenance	\$26.85	<b>\$27.40</b>	<b>\$27.80</b>	<b>\$28.15</b>	<b>\$28.50</b>	<b>\$28.95</b>	<b>\$29.45</b>
Lead Hand	<p><b>\$1.10</b> per hour more than the top wage in <i>their</i> department or subsection.  Maintenance Lead Hand is paid <b>\$1.10</b> per hour above their current rate.</p>						
Note:	P1, P2, and P3 – these positions will not require an employee to lift in excess of 35 lbs/16 kgs at any time during the performance of their duties.						

\*Certified Evisceration description: “Only payable to fully certified employee’s performing the full rotation of certified positions.”

## Letters of Understanding

Between: Sofina Foods Inc. (Lilydale Division)

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

### 1. Re: Temporary Foreign Workers

Should there be a conflict or potential conflict in the language of the Collective Agreement and the temporary foreign workers, the Company shall meet with the Union to discuss and attempt to resolve the issue.

### 2. Re: Hand Slaughtering for Religious Purposes

The Union recognizes that the Company processes “Halal” poultry products which requires expert hand slaughtering services in accordance with Islamic law.

The Union further recognizes that neither the Company nor its employees currently have the required expertise to perform this work.

Accordingly, and notwithstanding any Article to the contrary, the Union agrees that the Company may use third party contractors to perform hand slaughtering services in connection with its “Halal” products.

These individuals will not be performing work that is normally performed by employees.

The Company agrees that as part of this letter of understanding, there shall be no reduction in hours or in the work currently being performed by members of the bargaining unit as a result.

This letter will expire with the Collective Agreement.

**3. Re: Common Anniversary Date for Vacation**

***Following the Company's move to its new production facility: the Union and the Company, at the request of either party and provided that one (1) month notice has been given, shall meet and discuss moving to a common anniversary date for the purpose of vacation accrual and scheduling employees. Any decision regarding a common anniversary date shall be made by mutual agreement.***

**4. Re: State of Emergency**

***1. During the renewal Collective Agreement negotiations, the parties discussed the process surrounding states of emergency. The Company agrees that should the Provincial Government declare a state of emergency that materially impacts the bargaining unit, the Company will contact the Union and share and review any applicable plans.***

***2. The parties recognize employee and customer safety are of paramount value. The parties agree to, at a minimum, meet directions issued by the***

**applicable government authorities in these circumstances.**

- 3. The Company commits to maintain its existing practices as it relates to notifying and sharing information with the Union when a COVID-19 positive has been confirmed by public health. This includes notifying the Union that Occupational Health and Safety, Alberta Health Services, or Workers Compensation are visiting the Plant when advance notice has been provided so that the Union can participate. When an emergency is declared, the Company commits to share with the Union Labour Relations Officer as soon as reasonably possible any changes in PPE, additional security, screening measures, and/or changes to shifts or working conditions.**
- 4. If a COVID-19 positive has been confirmed by public health, the Company shall provide the Union with the names of the confirmed positive employees, contact information (upon approval by the employee), last day worked, and expected return to work. The Union shall keep this information strictly confidential.**
- 5. The Company and the Union agree to continue to make every reasonable effort to ensure that AHS authorized COVID-19 vaccines are prioritized for our essential workforce as soon as reasonably possible. Employees will be strongly encouraged by the parties to take the vaccine in the interest of workplace health and safety; however, the vaccine will not be mandatory unless the applicable government authorities require mandatory COVID-19 vaccinations for Albertans**

**or for the industry in which the Company operates.**

**6. The Letter of Understanding shall remain in effect until expiration of the collective agreement or until the end of the Pandemic as declared by Health Canada.**

**5. Re: Plant Relocation Reopener**

**The Parties acknowledge not all issues associated with the move to the new plant, or the operations of the new plant and application of the Collective Bargaining Agreement, can be anticipated and hence dealt with in collective bargaining that will occur prior to the move.**

**At the same time, the Parties agree a long-term Collective Agreement benefits both Parties, and creates stability for employees and the Company during this time of transition.**

**As a result, the Parties also agree to a partial reopening of the Collective Agreement to begin within six (6) months after the Company declares the existing plant is closed. Either Party may give the other three (3) months' notice of their intent to reopen, at any time between three (3) and six (6) months after the Company declares that the existing plant is closed.**

**Sofina will advise the Union, in writing, when the existing plant is closed.**

***The purpose of the reopener is to discuss and find solutions to any potential conflict between the Collective Bargaining Agreement and operations at the new plant that could not be anticipated and therefore dealt with at bargaining. The reopener will not apply to monetary items such as wages, benefits, vacation time, etc.***

***If the Parties are unable to reach agreement on any amendments to the Collective Agreement as set out above, any outstanding items may be referred to interest mediation/arbitration on a final offer selection basis.***

***The Parties agree the final arbitrator shall be Tom Jolliffe, Alan Ponak, or Mia Norrie, unless the Parties agree to substitute.***

**6. Re: Temporary Workers/Contactor During Plant Move**

***In order to facilitate the successful transition from the current plant to the new one, it is anticipated that Sofina may require a temporary expansion of its hourly workforce while the new plant is being commissioned, and while some production may be occurring at both plants.***

***It is recognized the need for additional hourly staffing will be fluid, and the hours of work for these additional hourly workers or contractors may be irregular.***

***In recognition of this, and the existing Collective Bargaining Agreement right to use these types of hourly workers or contractors, the Parties agree***

***Sofina may hire hourly temporary workers or contractors to meet this need during the transition period. Such hourly workers or contractors may be employed commencing two (2) months before start of commissioning of the new plant and up to and including two (2) months after the existing plant is declared closed by the Company, unless the Parties agree to a longer period. The parties acknowledge that Sanitation contractors will need to start earlier than two (2) months before start of commissioning.***

***Any regular qualified employee on layoff will be recalled before Sofina uses hourly temporary workers or contractors. Hourly temporary workers or contractors shall not displace any regular employee from their position, but will be used to supplement the regular workforce during the transition period.***

***Temporary workers may be released at any time, as long as the dismissal is not discriminatory or in bad faith.***

***Any temporary worker subsequently hired as a regular employee will serve the regular probation period.***

**7. Re: Transition Committee**

***Sofina has announced that its current Calgary production plant is targeted to close in 2021, and will be replaced by a new Calgary production plant at a new Calgary location (the new production plant).***

***The Parties have agreed that current employees will have a right to transfer to positions at the new production plant, and that the Collective Bargaining Agreement and all provisions within shall continue in force at the new production plant, unless temporarily modified as per the below or renegotiated as part of the Plant Relocation Reopener LOU.***

***This Letter of Understanding signifies the Parties' intention to work together collaboratively to ensure the negotiation of special provisions to allow the transfer of work to the new plant in a manner that promotes security of employment, safety, continuity of production, and efficient operations.***

***The transition period will run from the first day that bargaining unit employees are required at the new plant until the old plant is declared closed by the Company.***

***It is recognized that construction schedules and new production plant commissioning are not entirely predictable, and therefore both Parties will need to actively communicate and demonstrate some flexibility to ensure the transition from the current to new production plant is done in a manner that respects the above goals.***

***In order to facilitate a harmonious move to the new production plant, the Parties agree to establish a Transition Committee, consisting of four (4) members each, which will include the Union Labour Relations Officer and the Plant Manager. The remaining spots on the Transition Committee will be comprised of three (3) Union Bargaining***

***Committee representatives, as chosen by the Labour Relations Officer, and an equal number of members of the Management team, as chosen by the Plant Manager. The Transition Committee will meet at least once (1x) per month commencing in January 2021, unless otherwise mutually agreed.***

***The purpose of the Transition Committee is to keep the Union apprised of any material developments related to the transition and to discuss and resolve any issues and/or challenges that arise as the transition approaches and as it occurs.***

***While the Transition Committee shall not have the authority to amend the Collective Bargaining Agreement, the Committee shall have the authority to agree to temporary modifications where such temporary modifications are agreed to by both Parties, and are consistent with the goals of security of employment, safety, continuity of production, and efficient operations.***

***While not all temporary modifications are known today and will be discussed at the Transition Committee meetings, in the interest of transparency, those temporary modifications that are known are set out below.***

***To that end, and to support the successful transition of employees and work to the new production plant, the Parties agreed during collective bargaining that for the transition period alone the following applies:***

## ***Voluntary Signup Sheet***

- ***To facilitate the transition to the new plant, the Company will advise how many employees are needed at the new plant at any point, for how long and what the roles and shifts are for the available work at the new plant.***
- ***To be eligible for the transition work at the new production plant, employees must:***
  - ***be currently in the same role and same shift as the Company lists on the signup sheet; however, shift exceptions may be made by the Company based on training needs and operational requirements at both plants;***
  - ***have the ability to get their own transportation to the new production plant;***
  - ***not be on vacation, a leave of absence or have a doctor or dentist appointment for any of the days they signed up for work at the new production plant.***
- ***The Company, will post the signup sheet for volunteers as it requires and with as much notice as reasonably possible with both parties understanding the unpredictability of a transition and that the length of notice may vary.***
- ***Employees will be selected based on seniority and qualifications to perform the work provided the Company's operational requirements are being met at both plants.***

- ***If there are not enough volunteers on the signup sheet, the most junior qualified employee on the applicable shift will transition to the new plant.***

***Collective Bargaining Agreement Articles Not Triggered by the Transition:***

- ***Job Postings (Article 4.8 and 4.13);***
- ***Temporary Job Vacancies (4.9);***
- ***Transfers (Article 4.12);***
- ***Complete Plant Closing (Article 9.2);***
- ***Layoff (Article 9.3);***
- ***Successors and Assigns (Article 16).***

***Temporary Modification to the Collective Bargaining Agreement:***

- ***Basic Work Week and Overtime (Article 3)***
  - ***overtime will be assigned based on the plant that employees are scheduled to work at on the day the OT is available and not both plants;***
  - ***given the unpredictability of the transition:***
    - ***while every effort will be made to meet the shift change notice requirements set out in the Collective Agreement, there is an understanding that flexibility on the required notice for shift changes will likely be required without triggering overtime entitlements at both production plants.***
    - ***while every effort will also be made to provide break times as per the Collective Agreement, at the new production plant the Parties agree that some flexibility is required with scheduling breaks in the***

**event of an equipment breakdown without triggering overtime.**

**- Seniority (Article 4)**

- Because there will be a period of time where both plants are operational, the Parties recognize that temporary staffing adjustments must be made. Employees will temporarily be entitled to work outside of the bargaining unit for longer than six (6) months at both plants and for more than one (1x) time without loss of seniority**

**- Health and Safety (Article 12)**

**While the terms of this LOU apply to modify portions of the Collective Bargaining Agreement during the transition period, the contents of the LOU itself are not subject to the grievance and arbitration process.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

For the Company:

For the Union:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Company Committee:

Bargaining Committee:

Gerry Beadle  
**Christian Glico**  
Christina Clark-Turcotte  
**Manvinder Malhi**  
**Stephanie Sangster**  
**Lisa Walsh**

Marcello Wani  
Cheryl Bubenchak  
**Amin Brhanu**  
**Brook Kidane**  
**Gamachu (Dima) Duresso**  
**Kueg Ayai**  
**Fasile Aberra**  
**Myline Adaci**  
**Adrian Laureano**  
**Jeff Ible**  
**Al Olinek**  
**Ricardo de Menezes**

This Agreement was ratified **March 16, 2021**.