

COLLECTIVE AGREEMENT

BETWEEN

OLD DUTCH FOODS LTD.

AND

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

RENEWAL: March **19th, 2022**

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In consideration of the mutual covenants herein contained, the parties hereto agree with the other as follows:

Purpose of Agreement

The Company and Union desire to establish and maintain conditions which will promote a harmonious relationship between the Company and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustments of disputes which may arise between them.

In administering this Agreement and founded on universal values of human dignity, the Company shall act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.

Article 1 – Union Recognition

- 1.1 The Company recognizes the Union as the sole Collective Bargaining Agent for all employees in the plant operated in Calgary, Alberta, except clerical and sales personnel. If the Company closes the Calgary plant and opens a new plant located within forty (40) kilometres of Calgary's city limits, the Company will recognize the Union as Bargaining Agent for the same unit of employees in the new plant.
- 1.2 Any employee who at the date of this Agreement is a member of the Union, or who becomes a member of the Union after the date, shall as a condition of employment, maintain such membership during the term of this Agreement.

The Company shall be free to hire or to rehire new employees who are not members of the Union, provided said non-members shall be eligible for membership in the Union. Membership in the Union shall be voluntary.

Employees who are Union members shall be considered to have maintained membership in the Union in good standing so long as they pay uniform Union dues, initiation fees, and special assessments required of all members.

- 1.3 The Company agrees to deduct from the wages of each employee affected, such initiation fees and Union dues as are authorized by the Union and the provisions of the Alberta Labour Relations Code.

All employees whether current or future will have the option to join the Union but will not be required to do so as a condition of employment. All employees both current and future will as a requirement of employment consent to the deduction of Union dues.

Upon mutual agreement, the Company may submit the dues electronically in a manner acceptable to both parties.

- 1.4 Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union not later than ten (10) days following the end of the Company's four (4) or five (5) week accounting period accompanied by a written statement of the names of the employees for whom the deductions were made, and amount of each deduction.

- 1.5 It is expressly agreed and understood that the Union assumes full responsibility for the validity and legality of such employee's deductions as are made by the Company and hereby agrees to indemnify and save the Company harmless by virtue of such collections and payments to the Union.

- 1.6 The Company agrees to provide the Union in writing, with the name, address, and telephone number of each new employee at the date of hire and of all terminations and layoffs within two (2) weeks.

Article 2 – Management Rights

- 2.1 The Union recognizes and agrees that except as specifically delegated, granted, or modified by this Agreement, all of the rights, powers, and authority which the Company had prior to the signing of this Agreement are retained solely and exclusively by the Company and remain without limitation within the rights of Management.
- 2.2 For greater certainty, but without limiting the generality of the foregoing the Company reserves the sole and exclusive right to operate and manage its affairs and facilities in all respects as it sees fit, including the right to hire, direct, and schedule its workforce; to promote, demote, transfer, layoff, suspend, discipline, and discharge for just cause; determine job content; assign work; determine qualifications of employees to perform work; establish methods to make policies, process, and means of performing work; make, establish, publish, and enforce rules and regulations governing the conduct of employees and the Company's facilities, equipment, and operations; to determine the number of employees to be employed and the duties performed; to establish, expand, reduce, alter, consolidate, or abolish any job classification or department; to discontinue, reorganize, or combine departments or any branch or unit of operations, with any consequent reduction or other changes in the workforce.

In administering this Agreement, the Company shall act reasonably, fairly, and in good faith and in a manner consistent with the Collective Agreement as a whole.

2.3 Employee Rights

- (a) The right to a safe workplace.

- (b) The right to be free from discrimination, intimidation, retaliation, **bullying**, and harassment.
- (c) The right to be compensated for work performed.
- (d) The right to be informed of all workplace rights, obligations, policies, and rules.
- (e) The right to safe equipment.
- (f) The right to necessary training for the work performed.
- (g) The right to participate in lawful Union activity.
- (h) *The right to be treated with dignity and respect.***

Article 3 – No Discrimination

3.1 The Company and Union agree not to discriminate against any employee or prospective employee because of membership or activity in the Union, or because of race, creed, color, sex, age, sexual orientation, or place of national origin. Further, there shall be no discrimination against any employee for refusal to cross a legal picket line or obey a lawful Union order.

Any employee alleging discrimination may place his or her allegation before the Union; and if the Union considers that the objection has merit, the allegation shall become a grievance and subject to the grievance procedure as established in this Agreement.

Article 4 – Hours of Work

- 4.1 Forty (40) hours per week, consisting of five (5) days of eight (8) hours each shall constitute the basic workweek. All full-time and part-time employees shall be scheduled for a minimum of two (2) consecutive days off per week. There shall be no obligation for the Company to schedule an employee to provide an employee with the same number of hours of work each day. Further, this provision shall not be construed as a guarantee of work.
- 4.2 (a) The use of Alternative Work Week Schedules (AWWS) may be applied to any group in the plant as needed. Implementation of an AWWS shall be at the discretion of the Company.
- (b) A compressed (Alternative) Work Week Schedule will consist of daily regular hours of up to forty (40) hours in one (1) week. The employee will receive extra scheduled days off compared to the basic work schedule and such days shall be in lieu of overtime.
- (c) For full-time employees on AWWS, all hours worked in excess of the daily or weekly scheduled hours of the AWWS shall be deemed as overtime. All full-time and part-time employees shall be scheduled for a minimum of two (2) consecutive days off as per the scheduled rotation.
- (d) The basic workday shall be scheduled for each group of employees separately. When designating shifts, the posting process will apply.
- 4.3** All time worked in excess of the daily or weekly hours shall be considered as overtime and paid at one and one half (1 1/2 X) the regular rate. Part-time employees on less than an eight (8)

hour shift must complete eight (8) hours to be eligible for overtime.

4.4 If an employee misses any time during their regular work week because of a dentist or doctors appointment, he/she will receive time and one half (1 1/2 X) for the first additional day and double time (2X) for further additional days, provided that such appointments are prearranged with the Supervisor. Employees must provide the Company with a doctor's certificate if required. Overtime rates do not apply to employees who miss time during the scheduled work week of their own volition or by reason of suspension for just cause.

4.5 In the event overtime is necessary, the overtime will be assigned on a shift and departmental (Warehouse, Production, Maintenance, Transport) basis, and will be offered to the most senior qualified and capable employees. The employees with less than four (4) hours overtime that week will be selected first during their regular work week. All employees working overtime shall be paid at the applicable overtime rate for the classification they are working the overtime in.

It is understood that to facilitate the distribution of overtime work, employees are required to indicate their desire for such assignments by signing a "volunteer overtime" sheet. ***The overtime sheet will be Sunday through Saturday and employees can mark which days they are available to work in the following week.*** It is further understood that in the event that all overtime requirements cannot be filled on a voluntary basis, such work may then be assigned on a reverse seniority basis to those employees who are qualified and able to perform the work required.

If an employee refuses to work the overtime they signed up for ***on any given day***, they will be removed from the "volunteer overtime" sheet for the remainder of the week. ***Employees***

may remove their request to work overtime on a certain day, with no penalty unless the schedule for that day has been posted.

Employees who are on vacation can see their **Supervisor** on the first (1st) day they return from vacation to sign up or call their **Supervisor** while on vacation to let them know when they are available. Unless they notified their **Supervisor** prior to noon Friday for the following week, they will not be scheduled for overtime on the first day they return as this overtime has already been scheduled.

The “volunteer overtime” signup sheet is to be posted in a designated area and employees must have their names signed on it by noon every Friday for the following week. Shop Stewards or the Union Representative may request and shall be provided copies of the “volunteer overtime” signup sheet for the current week and/or the previous week’s “volunteer overtime” signup sheet from the Production or Warehouse scheduler or designate.

An employee may request to be excused from mandatory overtime. This request may be granted unless no other qualified and capable employee is available to replace him or her, or an emergency exists, which demands his/her presence. If there are insufficient volunteers, the work may be assigned by reverse seniority.

4.6 Daily hours of work shall be consecutive and will include the following paid rest periods:

- (a) Two (2), twenty (20) minute periods during each eight (8) hour shift.
- (b) One (1), ten (10) minute period and two (2), twenty (20) minute periods during each ten (10) hour shift.

- (c) Three (3), twenty (20) minute periods during each twelve (12) hour shift.

There shall be no unpaid lunch breaks.

Time for each rest period shall be computed as time in the lunchroom.

- 4.7 The Company shall advise employees of any changes in their basic work week prior to Friday noon of each work week. If no changes have been communicated prior to Friday noon, then the schedule in effect shall apply for the following week. However, the schedule of any employee may be changed without notice in the event of unscheduled absence of fellow employees, the event of emergencies, such as breakdowns, lack of work, or acts of God. In all other cases, at least twelve (12) hours' notice of any change must be given or four (4) hours' pay granted in lieu of notice.

- 4.8 Each employee reporting for work shall be entitled to four (4) hours work or four (4) hours pay for that time if there is no work available, provided that the reason for lack of work is the fault of the Company.

The Company will make reasonable effort to contact all its employees. It will be the employee's responsibility to keep the Company informed in writing of any changes to telephone numbers or addresses. Failing to do so, the employee will not be entitled to any pay in lieu of notice.

- 4.9 The Company shall provide a time clock or clocks to enable employees to record their time for payroll purposes. Employees shall record their own time when they start and finish work and as further directed by the Company.

- 4.10 When an employee's work week falls below forty (40) hours due to a shortage of work, employees may voluntarily waive their higher rate of pay in their permanent classification in order to maintain a forty (40) hour work week at a lower rate of pay in an alternate classification within the shift and department ***if qualified.***

Article 5 – Statutory Holidays

- 5.1 New Year's Day Labour Day Thanksgiving Day
 Good Friday Family Day Remembrance Day
 Victoria Day Christmas Day
 Canada Day Boxing Day
 Civic Holiday (first Monday in August)

In the event that any of the above holidays or declared holidays fall on a full-time or part-time employee's regular day off, the employee will be given a day-in-lieu and shall be paid the number of hours they would normally have worked on that day-in-lieu. Employees shall receive pay for Statutory Holidays or holidays, provided they work their full scheduled work day before and after the holiday, unless absent due to bona fide illness (doctor's certificate) or accident.

- 5.2 An employee entitled to Statutory Holidays with pay, if required to work on such a day, shall receive in addition to their regular pay for the holiday, straight time and one half (1 1/2 X) for each hour worked on said holiday.
- 5.3 ***Statutory Holiday pay for casual and part-time employees will be calculated as five (5%) percent average daily wages (as defined in Alberta Employment Standards) earned in the four (4) weeks immediately preceding the Statutory Holiday.***

Full-time employees shall be paid a minimum of eight (8) hours' Statutory Holiday pay or paid for the number of hours they would have worked on such day, or days, if it was not a holiday, whichever is greater.

Article 6 – Wages

- 6.1 The parties agree that there shall be attached to this Agreement, Schedule "A" which shall set forth, in detail, the classification and wages of all employees. The Company agrees to pay all persons covered by the terms of this Agreement not less than the schedule of wages listed in Schedule "A" during such time as this Agreement is in force.
- 6.2 In the event of a change in production methods that will lead to a change in job categories and shifts, the Company and Union agree to negotiate new rates applicable to those new categories and shifts created by the change.
- 6.3 (a) The Union agrees it is the sole right and function of Management to change methods of facilities, and to install equipment of all kinds, and to make such other changes to its operations as it deems necessary.
- (b) In the event the Company proposes the introduction of equipment in its operations, the Company agrees to give first opportunity to employees on the payroll.
- (c) In the selection of employees for training as a result of technological changes, assignments will be made on seniority basis, qualifications, ability, and skill. If qualifications, ability, and skill are equal, then seniority shall govern.

(d) The Company shall provide the Union, at least forty-five (45) days' notice before the introduction of a technological change, disclosing all foreseeable effects and repercussions on employees.

6.4 In the event that new employees demonstrate proven experience and abilities by experience in another similar Company, the Company may waive the standard sixty (60) days' waiting period in order to pay that employee at standard rates of pay. This will in no way be constituted as a waiver of an employee's probationary period for purposes of either job assessment or eligibility to enter benefit programs.

Article 7 – Vacations

7.1 The anniversary date of all employees for an earned vacation with pay shall be December 31st of each year.

7.2 An employee shall be entitled to a vacation as per the following table.

	1st yr service in terms of days		Vacation work weeks earned as of Dec 31 st of each year				
	5 day work week	4 day work week	2nd & 3rd yr	4th yr	5th - 9 th yr	10 th yr	11th yr & over
Jan to March	10	8	2	3	3	4	4
April to June	8	6	2	3	3	4	4
July to September	5	4	2	3	3	4	4
October to December	3	2	2	3	3	4	4

7.3 Earned vacation shall be scheduled between January 1st and December 31st of each year. Vacation shall be granted on the

basis of seniority. In the event that vacation schedules have not been selected by April 1st, vacations **will** be assigned by the Company. It is understood that the Company has the right to limit the number of employees who may be away on vacation at any one time.

7.4 The Company reserves the right to close the plant for one (1) week or more for vacation purposes. The Company will give to the employee a minimum of two (2) weeks' notice in writing of the date before closing the plant.

7.5 The amount of vacation pay shall be computed by applying a percentage to the prior calendar years' earnings as set forth in the following schedule:

Month Hired	1st	2nd & 3rd	4th	5th to 9th	10th	11 & over
Jan. to Feb.	4.0%	4.0%	6.0%	6.0%	8.0%	8.0%
Mar. to Apr.	4.0%	4.0%	5.6%	6.0%	7.6%	8.0%
May to June	4.0%	4.0%	5.2%	6.0%	7.2%	8.0%
July to Aug.	4.0%	4.0%	4.8%	6.0%	6.8%	8.0%
Sept. to Oct.	4.0%	4.0%	4.4%	6.0%	6.4%	8.0%
Nov. to Dec.	4.0%	4.0%	4.0%	6.0%	6.0%	8.0%

An employee entitled to three (3) weeks' vacation, may upon request be granted three (3) weeks consecutively during the period of January 1st to May 1st of any year.

To accommodate employees during months **with high production demand**, employees will be entitled to two (2) weeks only during the months of June, July, August, **September, and December** unless otherwise agreed in writing between the employee and the Company.

Provided that the employee has given two (2) weeks' notice prior to the vacation, the employee shall receive vacation pay immediately prior to going on vacation or on the regular pay day by direct deposit if the employee requests/agrees.

- 7.6 When a Statutory Holiday occurs during an employee's vacation and the Company's place of business is closed by reasons of such holiday, the Company agrees to give the employee another day with pay in lieu of the Statutory Holiday within six (6) months.
- 7.7 An employee with earned but unpaid vacation upon termination of employment will receive a vacation based on two (2%) percent of total wages earned for each week of entitlement.

Vacation schedules for employees on an AWWWS will normally mirror the AWWWS regardless if it overlaps two (2) pay periods.

Article 8 – Seniority

- 8.1 Newly hired employees will be subject to a probationary period of sixty (60) days worked. Current employees will be subject to a qualifying period of forty-five (45) days worked when they enter a new classification.

The Company reserves the right to extend the probationary period of any employee (in writing) to an additional twenty-five (25) days maximum.

Notwithstanding the above, no probationary period shall exceed ninety (90) calendar days.

- 8.2 The Company agrees to make an up-to-date seniority list of all hourly paid employees and post it on the bulletin board in the

coffee room every six (6) months, and a copy forwarded to the Union office.

- 8.3 (a) In cases of lay-offs and reduction of work force within a department, the probationary and casual employees will be laid off first. In all other cases of layoffs, reduction of work force, re-employment, filling of new positions and filling of job vacancies, the Company will give consideration to seniority, the individual qualifications of the employee, and the efficient operation of its plant and business. When qualifications of two (2) or more employees are relatively equal, then seniority shall be the final factor in deciding who will receive the position, or who will be laid off. "Qualifications" as used in this article shall include an employee's attendance record.
- (b) The Company agrees, insofar as is possible, to give at least ten (10) days' notice in case of long-term layoffs except where the work stoppage is caused by events beyond the control of the Company.

- 8.4 If any employee is absent from work because of illness certified by a duly qualified medical practitioner or an injury arising out of an employee's normal course of duties, then the employee shall not lose seniority rights and shall return to the position held immediately prior to the employees absence.

An employee who has been absent from work for two (2) years or more due to a compensable illness or injury and one (1) year or more due to non-compensable illness or injury will be required to attend a meeting with a member of the Human Resources Department, their Department Supervisor or Plant Manager, and their Union Representative to review and assess their status.

Prior to returning to work, an ill or injured employee must provide medical proof of ability to return to work. If an

employee is not able to return to work to perform his or her complete duties, the Company will make every effort to find alternate work within the plant.

8.5 Seniority shall be defined for the purpose of this Agreement as the net credited service to the employee. Upon satisfactory completion of the probationary period, the employee will be placed on the seniority list and his/her seniority will be dated back to the beginning of his/her employment. When a casual employee's status changes to full-time or part-time employment, their seniority will start on the date their status changed.

8.6 In cases of filling job vacancies where the Company requires a replacement, or creating new jobs, the job shall be posted on the bulletin board for a period of ten (10) calendar days. Within this period, employees may apply for the job. If no suitable applications are received, the Company may then hire a person to fill the job.

8.7 An employee selected to fill the posted job position will be on a trial for up to forty-five (45) working days. If successful, the forty-five (45) working day period will be credited to the classification requirement.

If the employee is unable to perform the work, or if such employee so requests, the employee will revert to their former classification within the trial of forty-five (45) working day period. Under these circumstances, hours worked in the new classification will not be credited to the classification requirement.

8.8 If the Company cancels the job posting after an employee has been awarded the position, he/she will be entitled to the next vacancy for the same job for up to a period of six (6) months from the date of cancellation.

8.9 When employees do alternate classifications for a minimum of one (1) hour, the following shall apply:

- (a) Employees shall be canvassed starting with the most senior person within the shift and department, then plant wide capable of performing the alternate classification. In the event that no employee wishes to accept the alternate classification, then the most junior person capable of performing the work will be assigned.
- (b) If the employee is not accredited to the higher alternate classification, every hour performed including training will be recorded towards the accreditation to the alternate classification. The rate of pay will be fifty (50%) percent of the rate differential of the higher classification.
- (c) Notwithstanding Article 4.10, when an employee is asked to work in an alternate classification on a temporary basis and if the employee is accredited to the alternate classification, the rate of pay will be the rate of the alternate classification or current classification, whichever is greater.
- (d) All alternate classification work shall be recorded and provided to the Payroll Department.

8.10 Part-time and casual employees shall not be employed or scheduled to the extent that their work results in a displacement of, or prevents the hiring or recall of full-time employees.

When a part-time or casual employee works thirty (30) or more hours in a week, for sixteen (16) consecutive weeks (excluding replacement hours for extended absences of W.C.B., Weekly Indemnity, vacation, maternity leave, or other approved leave of absence), a full-time position will be deemed to exist and

shall be fulfilled in accordance to Article 8 of the Collective Agreement.

Casual employees shall be afforded the same rights to the Collective Agreement as part-time employees upon six (6) months of continuous service with the Company if they work at least fifteen (15) hours per week on a regular and continuous basis.

Article 9 – Maternity and Adoption Leave

- 9.1 A pregnant employee who has been employed with the Company for at least ***ninety (90) days*** of service is entitled to maternity leave without pay.
- (a) Such leave will be granted provided the employee submits to the Company a request in writing for such leave at least two (2) weeks prior to the date she intends to commence such leave, together with a certificate from a qualified medical practitioner, certifying that she is pregnant and indicating the expected date of delivery.
 - (b) Such leave may be for a period not more than ***sixteen (16)*** weeks. At any time prior to the estimated date of delivery the pregnancy of an employee interferes with the performance of her duties, the Company may give the employee written notice requiring her to start maternity leave.
 - (c) An eligible employee will be entitled to collect Employment Insurance benefits in the amounts for a time period as provided under the Employment Insurance Act.

9.2 Parental Leave

- (a) An employee who has been employed with the Company for at least **ninety (90) days** shall be entitled to parental leave without pay.
- (b) Parental leave shall be granted as follows:
 - (i) In the case of an employee entitled to maternity leave under Article 9.1, a period of not more than thirty-seven (37) consecutive weeks immediately following the last day of the maternity leave;
 - (ii) The case of a parent, a period of not more than thirty-seven (37) consecutive weeks, within **fifty-three (53)** after the child's birth;
 - (iii) In the case of an adoptive parent, a period of not more than thirty-seven (37) consecutive weeks within **fifty-three (53)** weeks after the child is placed with the adoptive parent for the purpose of adoption.
- (c) Adoption leave will be granted to an employee who is the adoptive parent of a child under three (3) years of age.
- (d) The employee must give notice in writing to the Company at least two (2) weeks prior to commencing the parental leave.
- (e) If an employee described in this article are parents of the same child, the parental leave granted under Article 9.2 (b) may:
 - (i) Be taken wholly by one (1) of the employees, or
 - (ii) Be shared by the employees.

The Company shall not be required to grant parental leave to more than one (1) employee of the same child at the same time.

- (f) An employee who is granted the adoption leave of absence will be responsible for the full cost of continuing the Company Group Insurance package.
- (g) Eligible employee will be entitled to collect Employment Insurance benefits in the amounts for the time period as provided under the Employment Insurance Act.

9.3 Seniority shall accumulate on all maternity and parental leave of absence as defined above.

Article 10 – Bereavement Leave

- 10.1 Full-time or part-time employees will be granted four (4) days bereavement leave from work with pay upon the death of a member of his/her immediate family. Immediate family is defined as spouse, same sex partner, common law partner, parent, child, brother, sister, or step-parents. All bereavement leave under this article must be taken between the date of immediate family member's death and the second day after the funeral.
- 10.2 A full-time or part-time employee will be granted two (2) days' bereavement leave from work with pay upon the death of other members of his/her family. Other members are defined as step-sister, step-brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild, or common-law child. All bereavement leave under this article must be taken between the date of the other family member's death and the first day after the funeral.

10.3 It is understood that such employee must have been living common-law for a minimum of six (6) months prior to the death.

It is the responsibility of the employee to notify the Company, in writing, of the name and length of time of such relationship.

10.4 No payment shall be made for any part of the four (4) or two (2) days which fall on a scheduled day off, a paid holiday or part of the employee's vacation.

10.5 Any extended leave of absence beyond those mentioned in Articles 10.1 and 10.2 will be at the discretion of the Company.

10.6 The Company may ask for proof of death by way of obituary notice or death certificate (re: relationship).

Article 11 – Time Off for Union Business

11.1 The Company agrees that up to four (4) employees shall be granted time off without pay in order to attend Union business and up to five (5) employees to participate in contract negotiations involving the Company, providing that a suitable replacement is available to do the employee's job(s).

11.2 When an employee is chosen to attend Union business or participate in contract negotiations, the Company agrees to pay the employee in full for time lost, then bill the Union for such time.

Article 12 – General Leave of Absence

12.1 All leaves of absence or time off will be without pay. Requests for a leave of absence or time off exceeding one (1) week (excluding pregnancy or bereavement leaves) shall be

submitted to the Company in writing at least two (2) weeks in advance of the anticipated time of absence. The Company will respond in writing within one (1) week of the request. The Company may, in its discretion, refuse any request for leave of absence or time off.

12.2 Failure to report for duty or an explanation by way of a phone call to the Company, with an explanation satisfactory to the Company, within twenty-four (24) hours of the start of the first scheduled shift, following the expiry of such leave of absence or time off, could lead to discipline up to and including termination.

12.3 Employees with one (1) or more years of continuous service with the Company may request a leave of absence in addition to their regular vacation. It is understood that the Company maintains the right to limit the number of employees granted such requests for leave. It is understood that all such leaves will be without pay. If two (2) or more employees apply for such leave and seniority is equal, the date of application shall prevail.

12.4 Paid Personal Leave Day

(a) Effective January 1st, 2012, employees with **ninety (90) days** or more of continuous service with the Company shall be entitled to two (2) paid personal leave days **and three (3) unpaid personal leave days** per calendar year.

(b) Personal leave days must be requested in writing at least five (5) days in advance and pre-approved by the Company.

(c) When a personal leave day is requested and pre-approved in accordance with Article 2, the employee's pay

for the day will be calculated by multiplying their straight time rate by their regularly scheduled hours for the day.

- (d) Employees may also use their personal leave days to cover legitimate unscheduled absences, such as absences attributable to illness, injury, or family emergency. However, in such cases, they will only receive seventy (70%) percent of the pay that would otherwise be payable to them under Article 3.
- (e) The Company reserves the right to limit the number of pre-approved personal leave days granted to employees in relation to any specific day of the year. Competing requests will be considered on a first come first serve basis. Competing requests received on the same day will be considered in order of seniority.
- (f) Any personal leave days that are not used by the end of the calendar year will be lost. Employees will not be permitted to bank their unused personal leave days for use in a subsequent calendar year, nor will they be allowed to claim pay in lieu of any unused personal leave days.

12.5 Military Leave

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

Article 13 – Jury Duty

- 13.1 An employee summoned to jury duty or subpoenaed as a witness shall be paid the difference between the amount paid for such jury duty service and the amount of basic wages they

would normally have earned had they been scheduled to work on such days. Employees will call the Company to the effect that they can be scheduled for the next day.

Article 14 – Health and Welfare Benefits

- 14.1 (a) Effective January 1st, 2012, the following health and welfare benefit improvements will be implemented:

Effective January 1st, 2010 or the date of ratification (December 11th, 2009), whichever is later, Group Life Coverage will consist of an amount of forty thousand (\$40,000.00) dollars Life Coverage, plus forty thousand (\$40,000.00) dollars Accidental Death and Dismemberment coverage for full-time employees. A full-time employee is defined as working on a regular and continuous basis.

Effective January 1st, 2012, Group Life Coverage will consist of an amount of forty-five thousand (\$45,000.00) dollars Life Coverage, plus forty-five thousand (\$45,000.00) dollars Accidental Death and Dismemberment coverage for full-time employees. A full-time employee is defined as working on a regular and continuous basis.

Health Care Spending Account

Effective **June 13th, 2018**, (for expenses incurred thereafter), all full-time employees covered under the Group Insurance Plan shall be entitled to a Health Care Spending Account for themselves to a maximum of **three hundred and fifty (\$350.00)** dollars per employee per calendar year. It is understood that if the employee's effective date of coverage is after July 1st, the adjusted

maximum of **one hundred and seventy five (\$175.00)** dollars will apply for that calendar year.

Coverage is provided for those medical, vision, and dental expenses that qualify for a medical expense tax credit under the Income Tax Act.

Group Life Coverage will consist of an amount of ten thousand (\$10,000.00) dollars Life Coverage, plus ten thousand (\$10,000.00) dollars Accidental Death and Dismemberment coverage for part-time employees.

For the purposes of Article 14, a part-time employee will be defined as being scheduled between fifteen (15) and thirty (30) hours weekly on a regular and continuous basis.

- (b) Weekly Indemnity benefits of seventy (70%) percent of earnings to the maximum established by Employment Insurance, 1st day accident, 4th day sickness, 1st day surgery, 1st day hospitalization - benefits to cover twenty-six (26) weeks. Payment of benefits shall be subject to the acceptance of the claim by the insurance company.

An employee receiving sick pay will be deducted ten (10%) percent for income tax purposes.

- (c) The above benefit **Premium** to be paid one hundred (100%) percent by the Company.
- (d) A Supplementary Health Care Plan with prescription drugs coverage of eighty (80%) percent. The Company will pay one hundred (100%) percent of the premium cost for full-time employees.

For part-time employees, the Company will pay seventy-five (75%) percent and the employee will pay twenty-five (25%) percent of the premium.

A direct bill drug card will be provided.

- (e) Alberta Health Care Plan Coverage. Should the Alberta Government reinstitute Health Care Premiums then:

The Company will pay one hundred (100%) percent of premium cost for full-time employees.

For part-time employees, the Company will pay seventy-five (75%) percent and the employee will pay twenty-five (25%) percent of the premium.

If this article is implemented, then the Company will discontinue the employee Health Care Spending Account of three hundred (\$300.00) dollars.

- (f) Full-time and part-time employees shall be eligible to join the Group Insurance Plan following three (3) months of continuous service. Alberta Health Care shall become effective on the 1st day of the month following three (3) months of continuous service.
- (g) The Company will provide a Dental Plan for full-time employees with one (1) year or more of service. The plan will pay eighty (80%) percent of basic dental care and eighty (80%) percent of major care. For part-time employees, the plan will pay eighty (80%) percent of basic care to a maximum established by the policy. The premium for the full-time and part-time employees only will be paid by the Company. For those employees electing dependency coverage, the Company will pay fifty (50%) percent of the premium for dependency coverage and the employee will pay the remaining fifty (50%) percent.

- (h) The Alberta Dental Association (ADA) **current** Fee Schedule will be effective the date of ratification **and** in each year of the current Collective Agreement **thereafter**.
- (i) Effective the date of ratification, the Company will provide a Vision Care benefit for all full-time employees only and their dependants, to a maximum of two hundred (\$200.00) dollars every two (2) years toward the purchase of eyeglasses and/or contact lenses. Dependent is as defined in the Group Policy.
- (j) Employees, who become confined to home or in hospital due to serious illness or injury while on vacation, may file a claim for Weekly Indemnity Benefits and the balance of the employee's vacation may be rescheduled upon approval of the claim by the insurance company providing there is a minimum of one (1) week left of the employee's vacation. If this is a reoccurring illness or injury, the employee will not be entitled to reschedule his or her vacation. Rescheduling of vacation shall not interfere with other employees who have already scheduled their vacation (no bumping).

14.2 In the event that an employee is injured on the job, he/she shall be paid for the balance of the scheduled shift in which the accident occurs.

14.3 In the event that injury requires the employee to be sent home or to the hospital, transportation shall be provided by the Company.

14.4 (a) The parties of this Collective Agreement will cooperate in all matters pertaining to Occupational Health and Safety.

(b) A joint Health and Safety Committee shall be established, composed of three (3) members of the bargaining unit **as**

elected by the workers, one (1) from packaging, one (1) from warehouse, and one (1) from sanitarians and an equal number from Management (if possible). ***In the event no employees are elected by the workers then the members shall be chosen by the Union.*** Minutes shall be taken of all meetings with a copy posted, one (1) in the warehouse, one (1) in packaging, and a copy sent to the Union Office.

- (c) The Committee shall be scheduled monthly. Meetings shall be during working hours. Committee members not on shift at the time of the meeting shall attend on a voluntary basis and shall be paid for in accordance with the terms of the Collective Agreement. Additional meetings may be requested in case of an emergency.
- (d) The Company shall provide Safety Data Sheets that identify all chemicals, compounds, substances used in the work place. Copies to be in the lunchrooms and first aid room.
- (e) The Company shall provide the Safety Committee if requested the accident reports and other Health and Safety records provided they are not deemed to be confidential.
- (f) The Company shall comply with the Occupational Health and Safety Act and all other relevant legislation in the area of health and safety.

14.5 Retirement Savings Plan

The Company will contribute on behalf of all employees covered by this Agreement to a Group Retirement Saving Plan. Contribution will be remitted to the plan on a monthly basis for all hours paid including vacation, General Holiday, jury duty,

bereavement leave, and Union leave (terminal hours and driving per log book).

Contribution to the plan will be separate from wages. Overtime rates will not be applied.

Company Contributions:

Effective March 18th, **2019** Contribution will be a total of ***eighty (\$0.80)*** cents per hour.

The Company will also administer, through the payroll, a deduction Group Retirement Saving Plan in conjunction with the above on a calendar year basis, and shall remain unchanged during the year except where no pay is issued, and in such a case no deduction will be made. Such deductions will be remitted on a monthly basis with the above contributions.

Employees will be eligible to join the Retirement Saving Plan after they have completed their probationary period.

- 14.6 The Company will provide an EAP (Employee Assistance Program) for all full-time employees at no cost to the employees.
- 14.7 Employees shall not be required to submit doctor's notes for absences due to sickness of one (1) day. Absenteeism will be dealt with as per the Company absenteeism policy.

Article 15 – Discipline

- 15.1 No employee shall be disciplined without proper cause.
- 15.2 Any employee alleging wrongful termination or discipline may place his/her allegations before the Union, and if the Union

considers that the objection of the employee has merit, the termination or discipline shall become a grievance and be subject to the grievance procedure established by this Agreement. Terminations or disciplines shall be given in writing, with a copy to the Union.

Termination of casual and probationary employees is at the discretion of the Company and shall not be challenged by the Union or the employee and is not subject to the grievance procedure or arbitration of the Collective Agreement.

- 15.3 An employee alleging wrongful termination may place his/her allegations before the Union. If the Company and the Union should determine that an employee has been terminated without proper cause, such employee will be reinstated and shall receive pay for time lost following termination and prior to reinstatement, or such portion of such pay as the Company and the Union agree to. If unable to arrive at a satisfactory adjustment, then it shall be subject to the grievance procedure established by this Agreement.
- 15.4 After absence due to illness or injury, an employee will be returned to his or her job if capable of performing the work. If required by the Company, the employee will provide confirmation from his or her doctor of his or her ability to return to work. For the health and safety of the employee, the Company may make the decision if the employee is capable of performing the work.
- 15.5 Grievances involving dismissals must be submitted to the Company in writing not later than fourteen (14) calendar days from the event giving rise to the grievance or the grievance shall be considered as waived by the aggrieved party.
- 15.6 All disciplinary meetings shall be held in private. Prior to any disciplinary meeting with the Company, the employee will have

five (5) minutes to be counselled by the Union Steward or Union Representative. A Shop Steward shall be present at all disciplinary meetings or meetings that may lead to discipline and any discipline or termination shall be considered null and void if a Union Steward or Union Representative is not present when discipline or termination is issued to an employee.

The only exception shall be when an employee has waived his or her representational rights in the presence of the Union Steward or Union Representative.

15.7 Shop Stewards

The Company shall recognize all Union Shop Stewards for the purpose of representing the Union within the plant, and shall restrict their activities to the handling of grievances and other legitimate Union business and shall be allowed a reasonable amount of time with pay during regular working hours. The Company may determine if more time is needed.

Stewards must ask their Supervisor for permission to leave their job to investigate Union issues, and such permission shall be granted without unreasonable delay, providing a replacement is available. It is further agreed that this provision shall be limited to periods of regular pay.

15.8 Orientation

The Company agrees to provide a Union Representative or his/her designate, not less than ten (10) minutes but not more than thirty (30) minutes at a time mutually agreed upon, during the employee's first week of employment as an orientation period for the familiarization of the employee with the general conditions and responsibilities with respect to the Collective Agreement. Such time will be with pay at their regular rate of pay.

Article 16 – Notice

16.1 If the Company wishes to terminate the employment of an employee by notice of termination, the Company shall give the employee a written notice or pay in lieu of notice as per the Employment Standards Act as follows:

- (a) One (1) week, if the employee has been employed by the Company for less than two (2) years.
- (b) Two (2) weeks, if the employee has been employed by the Company for two (2) years or more but less than four (4) years.
- (c) Four (4) weeks, if the employee has been employed for four (4) years or more but less than six (6) years.
- (d) Five (5) weeks, if the employee has been employed for six (6) years or more but less than eight (8) years.
- (e) Six (6) weeks, if the employee has been employed for eight (8) years or more but less than ten (10) years.

OR

- (f) Eight (8) weeks, if the employee has been employed for ten (10) years or more.

This individual notice does not apply to employees on probation or casual employees.

16.2 It is understood and agreed that the Company shall not be obligated to give any notice or pay whatsoever to any employee terminated for just cause, which shall include but not be limited to:

- (a) Theft;
- (b) Dishonesty;
- (c) Drunkenness; including drinking during working hours;
- (d) Being under the influence of liquor or drugs during working hours;
- (e) Bringing intoxicants or drugs into the plant;
- (f) Disorderly conduct;
- (g) Punching the time clock card of another employee;
- (h) Insubordination;
- (i) Wilful damage to property;
- (j) Disloyalty.

The Company agrees to act fairly and reasonably in exercising its discretion on the above issues.

- 16.3 In the event that new production techniques or machinery causes the elimination of jobs, the Company agrees to provide all employees affected with one (1) months' notice of change or one (1) months' pay in lieu of notice.

Article 17 – General

- 17.1 The Union will provide a lockable bulletin board which will be installed by the Company. This bulletin board is for Union information only. The Union will be responsible for all maintenance and repair of the bulletin board. The Union

agrees to not post anything that is derogatory or inappropriate towards and regarding Old Dutch Foods and any of their business associates.

- 17.2 The Company agrees to furnish all special wearing apparel either approved as necessary by the Company or dictated by either the Occupational Health and Safety Branch or Alberta Department of Labor.

Effective March **17th, 2019** and each contract year thereafter, the Company agrees to pay, upon provision of proper receipts, up to **one hundred thirty-five (\$135.00)** dollars towards the purchase of safety shoes, and/or **seventy-five (\$75.00)** dollars towards the purchase of safety rubber boots, for each employee who is required to wear the same. New employees will receive their allowance after completion of their probationary period.

- 17.3 Uniforms shall be worn by such employees as directed by the Company, and shall be provided by the Company. The Company reserves the right to supply such uniforms with a uniform supplier who will launder and repair their clothing as necessary.

The Company agrees to supply hairnets to the employees.

- 17.4 When the Company requires an employee or applicant for employment to undergo a physical examination, doctor's fees for examination shall be paid for by the Company, and shall be taken on the employee or applicant's own time. If the Company requires a follow-up examination, such examination will be paid for by the Company up to a maximum of four (4) hours or balance of regular shift. All examinations paid for by the Company shall be performed by a physician of the Company's choice.

17.5 Employee/Management meetings other than social meetings, whenever called by the Company, shall be considered as time worked and compensated for as such.

17.6 Joint Labour Management Committee

The Company and the Union agree to establish a Joint Labour Management Committee (JLMC) comprised of up to three (3) employees, one (1) of whom will be a Shop Steward and up to three (3) members of Management. The JLMC shall discuss any issues or opportunities in the workplace, will meet during working hours and time spent in the meeting shall be considered as time worked at the regular rate of pay. The JLMC will meet on an as needed basis at the call of either party, but not more than four (4X) times per year. The Company will notify the Union with at least one (1) week's notice prior to the date, time, and location of the JLMC meeting and a Union Representative may attend if available.

17.7 An authorized Union Representative may, upon notifying the Plant Manager or Supervisor, enter the plant provided that said representative shall not unduly occupy the time of employees during working hours, and agree to abide by all Company conduct and safety regulations while in the plant.

17.8 In the event an employee cannot perform all required duties within the classification, the "duty to accommodate" guidelines will apply.

17.9 Effective March **17th, 2019**, and each contract year thereafter, the Company agrees to pay, upon provision of proper receipts a **fifty (\$50.00)** dollar small tool allowance for PMO/PO Level I employees and a **one hundred forty (\$140.00)** dollar allowance for all PMO/PO employees greater than Level 1 and **one hundred fifty (\$150.00)** dollars for all Maintenance Levels.

- 17.10 The Company agrees to fully comply with Federal and Provincial election regulations, giving employees the required time off to vote.
- 17.11 Employees can speak freely with Management regarding food safety issues and are expected to bring any potential food safety issue forward to Management.

Article 18 – Transport Drivers

- 18.1 Transport drivers, for clarification means “semi-drivers”.
- (a) The working day of a transport driver shall be governed by Alberta Transportation and Employment Standards Code.
- Any driver who is in violation of Alberta Transportation and Employment Standards Code will be subject to discipline up to and including termination.
- (b) Terminal work (including loading, unloading, waiting, and preparation time) shall be a part of a driver’s duties.
- 18.2 In the event a permanent vacancy occurs in the Transport Department, the vacancy shall be posted for a period of ten (10) calendar days. During this time, application for the vacancy may be made by transport drivers.

The Company shall give consideration to seniority, qualifications, and ability. “Qualifications” as used in this article shall include an employee’s job skills. If no suitable applicants are received, the Company may hire a person to fill the vacancy.

The applicants or person selected for the vacancy will be on probation for up to three (3) calendar months.

The Company retains the sole right to decide whether the applicant or person qualifies for the vacancy, and it shall not be subject to the grievance procedure or arbitration of this Agreement.

In the event a permanent vacancy occurs, as set forth in **Article 18.2**, and a transport driver is on vacation at the time, he/she shall have the privilege of applying, in writing, within five (5) days, after he/she has returned to work.

All runs will be assigned by the Company according to driving seniority and qualifications.

The Company may maintain yard drivers who have been elevated through the warehouse system. In the event a vacancy occurs, the Company may consider application from the employee. The Company retains the sole right to make the decision if any applicant or employee be transferred into the Transport Department.

If such employee is transferred into the Transport Department and does not qualify during the probationary period, he/she shall return to the prior job before the transfer.

Company seniority is for all employees, including semi-drivers, for vacation purposes.

- 18.3 (a) In the event of a layover (breakdown, accident, bad weather, or other circumstances beyond control) the driver will be paid at the regular hourly rate for all such idle time up to the eighth (8th) hour from the time the run started. Pay for such idle time is limited to eight (8) hours in each twenty-four (24) hour period.
- (b) In the event a layover is necessary, the Company will provide a hotel or motel room providing the driver first

obtains permission from his/her Supervisor. In the event a Supervisor cannot be reached, the driver may use his/her own discretion in securing reasonable accommodations.

- (c) In the event a layover is necessary, the Company will reimburse the driver for up to three (3) meals for each twenty-four (24) hour layover. A maximum of ten (\$10.00) dollars per meal shall be paid as follows:

1st meal after four (4) hours layover

2nd meal after eight (8) hours layover

3rd meal after twelve (12) hours layover

The driver must submit receipts confirming payment of same.

The above rates are flat rates on which no overtime rate will be paid unless driver exceeds thirteen (13) hours of driving time or sixteen (16) hours worked.

- (d) Recognizing that there may be delays as a result of breakdown, accident, bad weather, or other circumstances beyond control, drivers will report all situations to the Supervisor if there will be a delay of two (2) hours or more.

18.4 It shall be the responsibility of each driver to accurately record their own time for payroll purposes by the method provided by the Company (tachography, log books, etc.).

18.5 Drivers shall be responsible for checking the Schedule Board or calling the Shift Supervisor to find out when and where their next tour of duty is scheduled.

18.6 Drivers must sign a consent form authorizing the Company to obtain their driver's abstract form from the Department of Motor

Vehicles, at any time during their employment with the Company.

- 18.7 Company agrees to pay semi-drivers seven (\$7.00) dollars for shower allowance for second (2nd) night out.

Article 19 – No Strike, No Lockout

- 19.1 During the term of this Agreement, the Company agrees that there shall be no lockout, and the Union agrees that there will be no slowdown, walkout, or strike until all provisions of this Agreement and other resources provided by law have been exhausted.
- 19.2 After once serving notice to the Company of the Local Union's intention to strike, no strike shall take place for seventy-two (72) hours to allow any product already started into the process of manufacture to be completed.

Article 20 – Grievance Procedure

- 20.1 In the event of any controversy concerning the meaning or application of any provision of this Agreement, there shall be no suspension of work but such controversy shall be treated as a grievance and shall be settled, if possible, by the employees and the Company in the following manner:
- 20.2 All grievances, not submitted within thirty (30) calendar days from the date the grievance arose, but fourteen (14) calendar days for termination, shall be considered abandoned.
- 20.3 Before a grievance is filed, the employee and his or her Shop Steward **shall** discuss the issue with his or her Supervisor to permit an opportunity for early resolution.

20.4 Should the issue not be resolved by the discussion outlined above, then the employee and his or her Shop Steward **shall** discuss the issue with the Plant Manager.

20.5 Step One

The written grievance will be submitted by the Union to the Plant Manager, and the Plant Manager will respond to the Union in writing within thirty (30) calendar days of receiving the grievance.

20.6 Step Two

If the grievance is not resolved at Step One, the Union may refer the grievance to arbitration within thirty (30) calendar days of receipt of the Company's written response.

20.7 Grievances concerning discharge or policy grievances may be submitted directly to the Plant Manager.

20.8 Any time limits in this article can be extended by mutual agreement between the Company and the Union.

20.9 *This article does not apply to probationary employees and casual employees not receiving benefits.*

Article 21 – Arbitration

21.1 Any disagreement, grievance, or dispute arising under this Agreement, which is not settled to the satisfaction of either the Union or the Company shall, upon written notice of either party, be submitted to **arbitration** provided the grievance involves the interpretation or alleged violation of any provision of this Agreement. The arbitration shall be established within thirty (30) days of the **written response from** the Plant Manager;

and if notice is not given within the time limit of thirty (30) days or with an extension as mutually agreed, then the grievance and the right to refer same to arbitration shall be considered as having been waived and abandoned by the Union and the employee involved and it shall not thereafter form a basis of grievance or arbitration between the Union or an employee and the Company.

- 21.2 The **Arbitrator** shall hear evidence and/or submissions from both parties and give a decision as soon as possible after completion of the hearings of evidence and/or submissions. The decision of the **Arbitrator** shall be final and binding on the parties hereto.
- 21.3 The **Arbitrator** shall not have any authority or jurisdiction to alter or change any terms or provision(s) of this Agreement or to substitute any new provision(s) in lieu thereof, or give any decision contrary to the terms or provisions of this Agreement.
- 21.4 If **the Arbitrator** determines that an employee has been terminated without cause, **he/she** may award that such employee be reinstated and that he/she shall receive pay for time lost following termination and prior to reinstatement, or such portion of such pay as the **Arbitrator** feels is just under all the circumstances, less monies received by him/her from other employment during the said period.
- 21.5 **The cost of the arbitrator** shall be divided equally between the Company and the Union.

Article 22 – Duration of Agreement

- 22.1 The terms of this Agreement shall be from March **18th, 2018** to March **19th, 2022** and shall continue in force after March **19th, 2022** on a yearly basis, which in each instance of renewal shall

be regarded as the term of the Agreement, until terminated by either party giving the other party not more than one hundred twenty (120) days, and not less than sixty (60) days notice in writing prior to the expiration date. If amendments are contemplated by either party to become effective in the ensuing term, the party proposing amendments shall give notice in writing thereof to the other party not more than one hundred twenty (120) days and not less than sixty (60) days prior to March **19th, 2022**. During the period of negotiations, this Agreement shall remain in force.

IN WITNESS WHEREOF, the Union and the Company have caused this Agreement to be executed in their names by their duly authorized representatives at Calgary, Alberta, this _____ day of _____, **2018**.

For the Company:

For the Union:

Company Committee:

Jorn Remmem
Dave Brunel
Iris Treichel
Ron Dunne
Jeremy Henderson
Susan Olson

Union Committee:

Earl Sucre
Shona Lysohirka
Phoebe Julian
Michelle Cahill
Al Olinek

This Agreement was ratified on **June 13th, 2018**.

Schedule "A"

Year	2017	2018	2019	2020	2021
Effective Date	Mar 18	Mar 18	Mar 17	Mar 15	Mar 21
Classifications					
Entry Level	\$18.52	\$18.80	\$19.03	\$19.27	\$19.51
Regular Part-time Manufacturing Technician	\$20.60	\$20.91	\$21.17	\$21.43	\$21.70
Manufacturing Technician	\$20.60	\$20.91	\$21.17	\$21.43	\$21.70
Level I					
- Shipping					
- Receiving					
- CLT (Central Lab Technician)	\$21.47	\$21.79	\$22.06	\$22.34	\$22.62
- Sanitarian					
- PO (Process Operator)					
- PMO (Packaging Machine Operator)					
Level II					
- Shipping					
- Receiving					
- CLT (Central Lab Technician)	\$23.87	\$24.23	\$24.53	\$24.84	\$25.15
- Sanitarian					
- PO (Process Operator)					
- PMO (Packaging Machine Operator)					
Level III					
- Shipping					
- Receiving					
- CLT (Central Lab Technician)	\$28.65	\$29.08	\$29.44	\$29.81	\$30.18
- Sanitarian					
- PO (Process Operator)					
- PMO (Packaging Machine Operator)					
Maintenance Level I	\$29.82	\$30.27	\$30.65	\$31.03	\$31.42
Maintenance Level II	\$41.02	\$41.64	\$42.16	\$42.68	\$43.22
Maintenance Level III	\$43.19	\$43.84	\$44.39	\$44.94	\$45.50
Driver Level I	\$22.36	\$22.70	\$22.98	\$23.27	\$23.56
Driver Level 2					
- Terminal Work	\$25.52	\$25.90	\$26.23	\$26.55	\$26.89
- *Semi Driver – prairie per mile rate	\$0.543	\$0.560	\$0.570	\$0.580	\$0.590
- *Semi Driver – mountain per mile rate (miles driven in BC only)	\$0.564	\$0.580	\$0.590	\$0.600	\$0.610

Rates in Schedule "A" are per hour unless otherwise indicated by * (asterisk)

Sleeper Team Rate

In the event the Company decides to reintroduce Sleeper Teams, they shall meet with the Union to renegotiate proper terms and rates.

Shift Premiums

Effective March **18th, 2016** a shift premium shall be paid to all employees (excluding employees classified as Driver 2 for all hours worked on the afternoon shift of **seventy-five (\$0.75)** cents per hour and on the midnight shift of **one dollar thirty-five (\$1.35)** cents per hour.

Retroactive Pay

The Company agrees to pay a lump sum payment to all employees on the payroll of the Company on the date of ratification (June 13th, 2018) as follows:

All Employees shall receive a one (1) time lump sum payment of one and one half (1.50%) percent of their hourly rate on all hours paid from March 18th, 2018 until the new wage is implemented.

The words “on the payroll of the Company” shall include employees who are currently on vacation, authorized leave of absence, sick leave, Short Term Disability, Long Term Disability, Workers’ Compensation, maternity, or parental leave.

Following are copies of Letters of Understanding agreed to during contract renewal negotiations.

Letters of Understanding

Between: Old Dutch Foods Ltd.

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

1. **Alternative Work Week Schedules**

Whereas Article 4.2 of the current Collective Agreement sets out conditions and guidelines for the implementation and use of Alternative Work Week Schedules (AWWS), it is agreed between the parties that should a need be shown to add more AWWS to groups or departments not presently scheduled under this article, the parties agree to meet and endeavor to minimize the impact to employees.

2. **Casual Employees**

Whereas the current Collective Agreement allows for the use of casual employees, the Company agrees to not use casual employees for the sole purpose of replacing the full-time or part-time employees.

3. **New Part-Time Positions**

Effective June 13th, 2018, the Company shall reclassify all casual employees that are currently receiving benefits from casual to part-time status in the Collective Agreement.

Signed this _____ day of _____ **2018.**

For the Company:

For the Union:

Company Committee:

Jorn Remmem
Dave Brunel
Iris Treichel
Ron Dunne
Jeremy Henderson
Susan Olson

Union Committee:

Earl Sucre
Shona Lysohirka
Phoebe Julian
Michelle Cahill
Al Olinek

This Agreement was ratified on **June 13th, 2018.**