

COLLECTIVE AGREEMENT

BETWEEN

Trophy Foods Inc.

AND

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

Renewal: February 28th, **2019**

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BETWEEN:

TROPHY FOODS INC.
hereinafter referred to as the “Company”,

and

UNITED FOOD AND COMMERCIAL WORKERS
CANADA UNION, LOCAL NO. 401
hereinafter referred to as the “Union”.

WHEREAS:

The Company and the Union desire to promote and recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate terms and conditions to govern the relationship between the Company and the Union, to promote efficiency and service, to support the Company to develop and to extend its operations and to set forth herein the basic Agreements and understanding covering rates of pay, hours of work, grievance procedures, and conditions of employment.

All parties to this Agreement are committed to work together so that the Company can be the most efficient producer of quality products as the means to achieve a fair return and continuing security for the employees and the Company.

THEREFORE, in consideration of the following promises, the parties agree as follows:

Article 1 – Nature of the Bargaining Unit

- 1.01 The Company and/or its representatives recognize the Union as the sole Collective Bargaining agent for all employees of the Company in the city of Calgary, Alberta, save and except supervisors, office, clerical, quality control and sales personnel.
- 1.02 The Company will provide the Union with a list containing the current names, addresses and telephone numbers of all bargaining unit employees monthly. All employees will notify the Company in writing of any change in name, address or telephone number, either temporary or permanent.
- 1.03 A temporary seasonal employee is a person who is hired, for a term not to exceed nine (9) consecutive months, specifically to enable the Company to meet increases in business due to seasonality. Except where otherwise stated, the following articles do not apply to temporary seasonal employees: **Article** 13 –Temporary and Backup Assignments, **Article** 14 – Vacations, **Article** 19 – Leaves of Absence, **Article** 20.06 - Health and Safety (Footwear), **Article** 27.05 – Uniforms and Tools (tool allowance), Appendix “A” – Benefits, Appendix “B” – Plan Text/Health and Welfare Benefits. In addition, seniority and seniority rights apply to temporary seasonal employees only in respect to job postings. Specifically, seniority rights under Articles 6.02 and 6.05 do not apply to temporary seasonal employees.

Article 2 – Management Rights

2.01 The Union recognizes that the Company has the following exclusive rights, subject to the provisions of this Agreement:

- (a) the right to maintain order, discipline, and efficiency;
- (b) the right to make, alter and enforce, from time to time, rules, regulations, policies, and practices to be observed by employees subject to notifying the employees;
- (c) the right to discipline employees and discharge employees for just cause subject to the right of an employee to the grievance procedure;
- (d) the right to select, hire, and control the working force and employees;
- (e) the right to transfer, assign, promote, demote for just cause, schedule, and classify employees;
- (f) the right to plan, direct, and control its operations and workforce, to determine the use of improved or changed methods or equipment and to determine methods to be used to ensure security of Company property;
- (g) the right to determine the location and extent of its operations and their commencement, expansion, curtailment, or discontinuance, to determine the work to be done, the products

to be manufactured, merchandised, and sold, to determine standards of performance and to determine whether to perform or contract for goods and services;

- (h) the right to select and retain employees for positions excluded from the bargaining unit and to operate and manage the enterprise in all respects in order to satisfy its commitments and objectives;
- (i) the right to determine schedules of work, methods, processes, and means of performing work, job content and requirements, employee qualifications, the number of employees needed by the Company at any time, and how many will work in any job, the number of hours to be worked, starting and quitting times, and production schedules; and
- (j) the sole and exclusive right to manage the enterprise and its business.

2.02 Failure by the Company to exercise any of its Management rights or other rights must not be considered to be an abandonment of those rights.

2.03 Without limiting the general right of the Company to discharge employees for just cause, it is expressly understood and agreed that the specific penalty is discharge for deliberate contamination of product, sabotage of production, theft in the workplace, deliberate damage to property, or acts of violence against another employee.

Article 3 – Union Shop

- 3.01 The Company agrees to retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Company will be free to hire or rehire employees who are not members of the Union, provided said non-members will make application on the official membership application form within fourteen (14) calendar days from the date of hire or rehire and become members within thirty (30) calendar days. The term “hired or rehired” will not apply to employees who are on layoff.
- 3.02 The Company agrees to provide each new employee and rehired employee at the time of employment, with a form supplied by the Union, outlining to the employee his/her responsibility in regard to the payment of Union dues and initiation fees.
- 3.03 The Company agrees to forward the form as stated in 3.02 above, duly completed to the Union with the monthly remittance of dues as per Article 4.
- 3.04 The Union agrees that it will not hold meetings on the property of the Company or during working hours, except as permitted by this Agreement, without the express permission of the Company.
- 3.05 The Company agrees that no employee will in any manner be discriminated against, coerced, restrained, or influenced on account of

membership in the Union or by virtue of holding office in the Union or by reason of any activity or lack of activity in the Union.

3.06 The Union agrees that neither its officers, members, nor persons employed directly or indirectly by the Union, will discriminate against or intimidate persons because they are not members of the Union or by reason of any activity or lack of activity in the Union.

3.07 The Company agrees to provide all new employees at the point of hire with general Union orientation information as supplied by the Union. The materials shall consist of information related to helping the members of the Union understand the rights afforded to them as members of the Union and introduce the Union officials representing them. No specific reference will be made to the Company.

Article 4 – Deduction of Union Dues

4.01 The Company agrees to deduct from the wages of each employee, such Union dues and initiation fees as are authorized by the Union. The Company further agrees to deduct the Union dues automatically from the wages of each new or rehired employee's first pay period.

4.02 Monies deducted during any month will be forwarded by the Company to the Secretary-Treasurer of the Union before the fifteenth (15th) of the following month, accompanied by a written

statement of the names and social insurance numbers of the employees for whom deductions were made and the amount of each deduction. The Company will also provide the Union, when remitting the monthly cheque, with any name change of employees and names and termination dates of employees who have terminated their employment in that accounting period.

- 4.03 Each year the Company will calculate the amount of Union dues deducted from the employee's pay ***in the previous year*** and indicate same on the T-4 slip for each employee no later than February 28th.
- 4.04 It is the responsibility of the Secretary-Treasurer of the Union to advise the Company, in writing, four (4) weeks in advance of any change in the amount of dues or initiation fees to be deducted.
- 4.05 Employees who have no employment earnings in a work week will not be assessed weekly Union dues for that week.

Article 5 – Probationary Period

- 5.01 Any employee who is hired by the Company will be on probation for three (3) months from date of hire.
- 5.02 The Company, at its discretion, may discharge any probationary employee within the above time limit and said employee has no recourse to the Arbitration Article of this Agreement.

- 5.03 Any probationary employee whose service with the Company is interrupted by a termination of employment, but who is rehired by the Company within six (6) months, will receive full credit for all past service with the Company.

Article 6 – Seniority

- 6.01 Seniority is defined as the length of continuous service with the Company within the bargaining unit since an employee's most recent date of hire, upon completion of the probationary period. Seniority will date back to the date on which employment commenced.
- 6.02 A layoff is a shortage of work expected to last more than one (1) week. In the event of a layoff, employees will be laid off in reverse order of seniority, subject to senior employees having been adequately trained previously in the remaining work required and having the skill and ability to perform that work. Employees will be recalled to work in order of seniority, subject to senior employees having been adequately trained previously in the remaining work required and having the skill and ability to perform that work. No new employees will be hired by the Company as long as there are non-probationary employees who are on layoff status, who are willing to perform the work required and who have the skill and ability to perform that work.

6.03 An employee's seniority and any rights under this Agreement will be lost and the employee will be deemed terminated for any of the following reasons:

- (a) The employee voluntarily quits or resigns;
- (b) The employee is discharged and is not reinstated through the grievance or arbitration procedure contained in the Agreement;
- (c) The employee has been laid off continuously for a period of six (6) months;
- (d) The employee has been laid off and fails to return to work when recalled in accordance with the following procedure:
 - (i) If the employee is not working elsewhere and is contacted personally **(by phone conversation or in person)**, **he/she** must return to work within three (3) working days, unless a reason satisfactory to the Company is given by the employee;
 - (ii) If the employee is not working elsewhere and cannot be contacted personally, **he/she** must return to work within three (3) working days of receipt of a registered **or similar couriered** notice to return, unless a reason satisfactory to the Company is given by the employee;

- (iii) If the employee is working elsewhere and is contacted either personally or via registered mail, **he/she** must give the Company notice to return to work within two (2) working days of being contacted. The employee is expected to be back within one (1) week unless a reason satisfactory to the Company is given.

- (e) The employee overstays a leave of absence granted by the Company without securing an extension of such leave and who does not present satisfactory reason and evidence to the Company showing **he/she** was unable to report for work;

- (f) The employee is absent from work without an approved leave of absence for more than two (2) consecutive working days and who does not as soon as possible present reason and evidence satisfactory to the Company showing **he/she** was unable to report for work;

- (g) The employee utilizes a leave of absence for a purpose other than for which it was granted.

6.04 Skill and ability (including, but not limited to, strength and other physical ability) will be the governing factors in all matters of job postings and promotions; however, it is understood that where these factors are relatively equal amongst the applicants, seniority will govern.

- 6.05 Seniority will be the governing factor in scheduling vacations, provided the senior employee complies with the requirements of Article 14 – Vacations.
- 6.06 The Company will provide the Union with an up-to-date seniority list of all employees covered under the terms of the Collective Agreement upon reasonable request. Copies of the seniority lists will also be given to the Shop Stewards and a copy will be posted on the Union bulletin board by the Shop Steward, located on the Company's premises.
- 6.07 An employee leaving the bargaining unit for the purpose of advancement within the Company and returning prior to the expiration of three (3) months will suffer no loss of seniority nor change in job classification or location where reasonably possible.
- 6.08 A temporary seasonal employee will be considered a permanent employee if they work nine (9) or more consecutive months. They will not be entitled to benefits until they have worked twelve (12) consecutive months.
- 6.09 The Company will not hire seasonal employees if it causes the layoff or reduction in hours of permanent employees.

Article 7 – Hours of Work

- 7.01 The normal basic work week for all employees will be forty (40) hours.

- 7.02 With the exception of the meal period, an employee's shift for the day will be comprised of consecutive hours of work.
- 7.03 The Company will provide a method, electronic or otherwise, for recording the time that employees work. Employees are entitled to review their time worked records upon reasonable request, in accordance with Article 22.05 of this Agreement. The Company agrees to inform the Union of any changes it makes to the method of recording the time that employees work.
- 7.04 The Company agrees that when there is a need to make a shift change, the Company will give the affected employees at least forty-eight (48) hours' notice unless the employee agrees otherwise.
- 7.05 Employees may mutually agree to exchange shifts with the approval of their immediate supervisors. The employees will give their immediate supervisors at least forty-eight (48) hours' notice unless the supervisors agree otherwise.
- 7.06 Employees will not be on call.
- 7.07 The Company reserves the right to implement alternate shift schedules and institute continuous seven (7) day operations during the life of this Agreement. If the Company chooses to implement continuous seven (7) day operations, it will discuss implementation with the Union at least four (4) weeks in advance.

7.08 All employees will be paid for all time worked; however, nothing in this Agreement constitutes a guarantee of hours.

Article 8 – Meal and Rest Periods

8.01 Meal Periods

A person working a daily shift of more than five (5) hours is entitled to one (1) meal period, without pay, of not less than thirty (30) minutes.

8.02 Rest Periods

- (a) A person working a daily shift of five (5) hours or less will receive one (1), fifteen (15) minute rest period with pay;
- (b) A person working a daily shift of more than five (5) hours, and up to six (6) hours, will receive one (1), fifteen (15) minute rest period, with pay, which will be in addition to the meal period, without pay, in Article 8.01 above; or
- (c) A person working a daily shift of more than six (6) hours, will receive two (2), fifteen (15) minute rest periods with pay, which will be in addition to the meal period, without pay, that is provided for in Article 8.01.

8.03 The Company will schedule breaks and meal periods. All employees are required to be on the

plant floor ready to start work at the end of the break and meal periods.

- 8.04 When any employee is required to work overtime at the end of his/her shift, he/she must be allowed a fifteen (15) minute break prior to working overtime, providing he/she will be working a minimum of two (2) hours of overtime. There will be a fifteen (15) minute paid break following the completion of each two (2) hours of overtime where such occurs at the end of the shift.

Article 9 – Overtime

- 9.01 The Union and employees recognize that the nature of the business may require overtime to be performed and accordingly, employees may be required to work overtime when requested.

The Company will act reasonably in assigning overtime work and will take into consideration employees who have conflicting scheduled medical appointments, professional appointments, child care obligations, or other employment commitments.

Scheduled overtime is scheduled additional work that the Company has the ability to communicate to employees well in advance. Scheduled overtime will be offered to the most senior employees able to perform the required work in the department and classification where the work is required. If the most senior employee is unavailable to work the overtime, the next senior

employee will be asked and so on, in decreasing order of seniority. Each employee will make an effort to work the required overtime. If no employee accepts the overtime, the Company will assign, by reverse seniority, employees who are capable of performing the work and these employees must work the overtime.

Unscheduled overtime is overtime that is unforeseen and required on the same day. Unscheduled overtime will be assigned based on seniority to employees working in the shift, department, classification, and **machine** where the overtime is immediately required.

- 9.02 Overtime at the rate of one and one half (1 1/2 X) times is to be paid for all hours worked over eight (8) hours daily or forty (40) hours weekly.
- 9.03 All overtime to be worked must be approved by the Company.
- 9.04 Compensating time off will not be given in lieu of overtime pay.
- 9.05 When employees are required to work overtime, they will be paid for such overtime in one-quarter (1/4) hour increments at the applicable overtime rate.
- 9.06 There will be no pyramiding of overtime premium pay with any other premium. Shift premium will not be included for the purpose of calculating overtime.

Article 10 – General Holidays

10.01 The following General Holidays will be recognized:

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

plus any other General Holiday proclaimed by Provincial and/or Federal legislation.

10.02 To qualify for holiday pay, an employee must satisfy the following requirements:

(a) An employee is eligible for General Holiday pay if the employee has worked for the **Company** for thirty (30) work days or more in the twelve (12) months preceding the General Holiday.

(b) The employee must not be absent without the consent of the Company on the employee's last regular work day preceding or the employee's first regular work day following the General Holiday.

10.03 If a General Holiday occurs during an employee's vacation, the employee must take an extra day's vacation with pay at a mutually agreeable time between the employee and the Company.

- 10.04 When a General Holiday or Holidays fall on a Saturday or Sunday, the Company will declare the day or days preceding or following the weekend in question to be the General Holiday or Holidays, for which employees will then receive time off with pay as referred to in this General Holiday pay article.
- 10.05 All employees who qualify for holiday pay under Article 10.02 will receive pay at their regular hourly rate for each holiday multiplied by the number of hours they would ordinarily have worked if that day was not a holiday.
- 10.06 All employees working on General Holidays will be paid the regular hourly rate they would have received had they not worked, plus an additional one and one-half (1 1/2 X) times the hourly rate for all time required to be on duty.

Article 11 – Minimum Call-In

- 11.01 Employees called in to do emergency work, after having completed their regular scheduled shift and having left the premises, will be given a minimum of four (4) hours' work or four (4) hours' pay at the appropriate rate based on the number of hours worked that day.
- 11.02 Employees called in to work their regular day off will be given a minimum of four (4) hours' work or four (4) hours' pay at the appropriate rate.

Article 12 – Job Postings

- 12.01 Permanent job vacancies will be posted on the plant bulletin board for five (5) consecutive working days. During that period, interested employees must complete the written application form and submit it to Human Resources for the posted job. The Company will submit a copy of all job postings to the Union when posted.
- 12.02 Applications for a posted job will be considered with respect to skill and ability (including, but not limited to, strength and other physical ability) to do the job in a competent manner. Where the factors are relatively equal amongst the applicants, then seniority will govern.
- 12.03 Employees filling a posted position will be allowed a trial period of two (2) weeks. Before the end of the trial period, the employee may choose to return to his/her previous position, in which case the employee must allow sufficient time for the Company to find a suitable replacement for the position he/she is leaving.
- 12.04 Up to two (2) weeks after an employee moves into a posted position for which he/she has successfully bid (other than a temporary assignment), the Company may return the employee to his/her previous position if the employee is not performing the new job satisfactorily.
- 12.05 New employees and those filling a new position or vacancy will be provided with instruction or assistance for a reasonable period of time. Such

instruction or assistance will be provided by a qualified person as designated by the Company.

- 12.06 If an employee in a permanent position is assigned a term or temporary position, he/she will be entitled to return to his/her former position after the term or temporary assignment ends.

Article 13 – Temporary and Backup Assignments

- 13.01 The Company may decide in its discretion when it requires a backup position for any key classified positions and how many are required at any time. The Company will keep a list of employees it has assigned to backup positions. The Company may provide additional training to employees in a backup position. The Company may direct employees in the backup position to fill in for temporary vacancies in positions being backed up.
- 13.02 Adjustments in any employee's rate of pay only apply when a temporary assignment is of a duration of one (1) day or more.
- (a) Any employees who are temporarily assigned to work in a higher classification for one (1) day or more will receive the higher rate of pay for all time employed in the higher paying classification.
 - (b) Any employees who are temporarily assigned to work in a lower paying classification will continue to receive their normal rate of pay.

13.03 The parties agree to promote cross-functionality and cross-training employees in different positions.

Article 14 – Vacations

14.01 For purposes of determining vacation entitlement, years of service will be calculated for all employees as of December 31st (common anniversary date).

14.02 Employees in the active employ of the Company will be entitled to vacation on the following basis:

One (1) year or more service

- 2 weeks (4% of total earnings)

Four (4) years or more service

- 3 weeks (6% of total earnings)

Seven (7) years or more service

- 4 weeks (8% of total earnings)

14.03 Vacation time is not cumulative and must be taken within the twelve (12) month period following the common anniversary date of December 31st. New employees will be entitled to their pro-rated share of vacation entitlement as of the common vacation anniversary date. Vacation will be scheduled as fairly as possible recognizing both the production requirements of the Company and the seniority of the employee.

- 14.04 For the purposes of scheduling vacations, employees will provide the Company with their preference for vacation in writing, by November 1st of each year, for the following year. The Company will post the approved vacation schedule by December 1st of that year. In approving the vacation schedule, the Company may direct that vacations be taken to coincide with a scheduled plant shutdown, unless an employee chooses not to be paid for the period of the plant shutdown. Such approved vacation schedule will not be changed unless otherwise mutually agreed between the employee and the Company. If employees do not submit their vacation request to the Company by the first day in November, then the Company reserves the right to assign them their vacation for the year with at least four (4) weeks notice.
- 14.05 An employee will retain his/her seniority status during vacation periods. When an employee is absent from work for sickness, illness, or injury greater than one (1) month, vacation pay will not accrue for that period of time.
- 14.06 As a result of the seasonal nature of the business in which the Company operates, ***vacations may be limited starting after September 15th up to and including December 15th.***
- 14.07 Vacation entitlement will be taken in blocks of no less than one (1) week, subject to Article 14.08. Vacation will be awarded by seniority within the department and classification. Employees may be allowed to schedule more than two (2) weeks of vacation between ***September 15th*** and ***December***

15th only with the consent of the Company. Consent will not be unreasonably denied.

14.08 Employees with three (3) or more weeks of vacation may use one (1) of their weeks of vacation as single days off during the year, provided at least two (2) weeks notice is given to the Company, and provided the Company approves the requested vacation day or days, in its reasonable discretion and subject to operational needs. In order to take one (1) week of vacation as single days, employees must leave one (1) week of their vacation entitlement unscheduled under Article 14.04.

14.09 Temporary seasonal employees will receive vacation pay of four (4%) percent of their gross earnings and will receive their vacation pay paid bi-weekly.

Article 15 – Notice of Layoff

15.01 The Company will give as much notice as possible but at least one (1) week's notice of layoff or pay in lieu of notice, except in the case of temporary layoff as a result of fire, mechanical breakdown, weather conditions, or force majeure.

Article 16 – Strikes and Lockouts

16.01 During the term of this Agreement, there must be no strikes, slowdowns, stoppages of work, or other interference whatsoever with the performance of

the work of the Company by its employees or the Union nor will there be any lockouts by the Company.

Article 17 – Union Access

- 17.01 Duly **authorized Representatives** of the Union are entitled to visit the Company's plant operations with two (2) days' advance notice to the General Manager or his/her designate. The purpose of such visits will be solely to observe working conditions and to ensure that the terms of the Collective Agreement are being implemented. Such visits must not interrupt production. These visits must also comply with the Company's Health and Safety policies as well as HACCP-GMP requirements.
- 17.02 No notice is required to be given during normal Company office hours for a duly authorized Representative of the Union to access the employee lunchroom in the Company's Plant for the purpose of posting notices on the Union bulletin board. Brief, casual individual conversations while posting on the bulletin board are permitted without notice, but general meetings or captive audience discussions must not occur without advance notice and Company approval.

Article 18 – Shop Stewards

- 18.01 The Company recognizes that the Union will elect and/or appoint Shop Stewards. Election of all

Stewards may be carried out on Company premises upon securing agreement with the Company. The Company will not be required to recognize any employee as a Shop Steward unless he/she has completed the probationary period and unless the Company has received notice in writing from the Union.

- 18.02 The Company agrees to recognize a maximum of four (4) Union Shop Stewards for the purpose of representing the Union within the plant. The Union acknowledges that the Shop Stewards have their regular work to perform as employees of the Company and it is therefore agreed that they must not leave their work to investigate or process a grievance or undertake any other Union business on the Company's premises during working hours without prior Management consent.

Article 19 – Leaves of Absence

19.01 Personal Leave

A personal leave of absence is a leave of absence not specified elsewhere in this article.

A personal leave of absence, without pay, may be granted by the Company to an employee. A written application for leave of absence that explains the reasons for the leave must be made by an employee and written consent must be obtained from the Company before the leave of absence may be taken. Except in extenuating circumstances, employees must apply for leaves

of absence as much in advance as possible (and in cases of extended personal leave, prior to January 1st of each year). The granting or withholding of a leave of absence will be at the sole discretion of the Company, unless otherwise stated. Any leave granted by the Company will be confirmed in writing indicating the specified period of the leave. In all leave applications, the Company will consider whether competent replacements are available for those employees desiring to be away from work.

Employees may be required to exhaust their vacation prior to taking a leave of absence.

Personal leaves of absence may be refused by the Company if an employee has less than one (1) year of continuous service.

A personal leave of absence will not ordinarily exceed thirty (30) calendar days.

No vacation will be accrued during a personal leave of absence unless otherwise stated. Upon return from any approved leave, the employee will be returned to his/her previous position.

19.02 Union Leave

A leave of absence for up to one (1) year, to attend to Union business, will be granted by the Company to an employee provided sufficient notice is given of the leave of absence and provided competent replacements are available for those employees desiring to be away from work.

For leaves up to two (2) weeks, the Union must apply in writing as far in advance as possible and at least two (2) weeks in advance. For leaves of more than two (2) weeks up to one (1) year, the Union must apply in writing at least forty-five (45) days in advance. Unless otherwise agreed to by the Company, no more than two (2) employees are entitled to Union leave at any one time.

The Company agrees to pay an employee in full for all regular earnings that would have been earned by the employee during the period of Union leave, and the period of Union leave will count towards the employee's vacation entitlement. The Union will reimburse the Company for all earnings, benefit contributions and vacation accrual for the employee during the Union leave.

19.03 Negotiation Leave

The Company agrees to allow leave for up to **four (4)** employees to attend negotiations for the renewal of the Collective Agreement, under the following conditions:

- (a) The employees must be full-time, non-probationary employees of the Company.
- (b) The Company agrees to pay an employee in full for all regular earnings that would have been earned by the employee during the period of negotiation leave and the period of negotiation leave will count towards the employee's vacation.

- (c) The Union will reimburse the Company for all earnings, benefits contributions, and vacation accrual for the employee during the negotiation leave.
- (d) For weeks in which negotiations occur, the employee's work week will be reduced by an equal number of days that the employee participates in negotiations. The exact days to be taken off work will be arranged by agreement between the Company and the Union.

19.04 Jury Duty Leave

Each employee who is summoned to and reports for jury duty, will be paid by the Company the difference between the employee's basic hourly rate for the number of hours up to eight (8) hours that he/she otherwise would have been scheduled to work and the daily jury duty fee paid by the court.

The Company's obligation to pay an employee for jury duty under this section is limited to a maximum of five (5) days in any calendar year and in order to receive payment under this section an employee must meet all the following eligibility requirements:

- (a) The employee must give five (5) working days' notice to his/her supervisor that he/she has been summoned for jury duty;

- (b) The employee may be required to give satisfactory evidence to the Company that he/she reported for and performed jury duty, on the days for which he/she claims payment;
- (c) The employee would otherwise have been scheduled to work for the Company on the day or days for which he/she claims payment;
- (d) The employee must produce to the Company a cheque or voucher from the court showing the amount paid and the dates in reference to which such payment is made, exclusive of meal and/or travel allowance.

19.05 Bereavement Leave

- (a) Employees will be allowed time off from work, with pay, up to a maximum of four (4) days to arrange and/or attend the funeral service or for the purposes of bereavement of an immediate family member. Immediate family means current spouse including common-law spouse or same sex spouse, son, daughter, mother, father, sister, or brother.
- (b) A maximum of three (3) days will be allowed under similar conditions in the event of the death of an employee's mother-in-law, father-in-law, grandparent, grandchild, sister-in-law, brother-in-law, son-in-law, and daughter-in-law.

In the event of death of aunts, uncles, nieces, and nephews, employees shall receive one (1) day off without pay.

- (c) An extended leave of absence beyond those mentioned in (a) and (b) will be unpaid and at the discretion of the Company.
- (d) The Company may ask for proof of death by way of obituary notice or death certificate.
- (e) An employee is not eligible for bereavement leave if they are on layoff, vacation, a leave of absence, or Workers' Compensation.

19.06 Maternity Leave

A pregnant employee will be entitled to maternity leave without pay consisting of a period not exceeding fifteen (15) weeks starting at any time during the twelve (12) weeks immediately preceding the estimated date of delivery or on the date of delivery at the latest.

The pregnant employee must give the Company at least four (4) weeks' notice in writing of the day upon which she intends to commence maternity leave unless her medical condition makes this impossible. If requested, the employee must provide a medical certificate certifying that she is pregnant and the estimated date of delivery or alternatively indicating the actual date of delivery.

An employee on maternity leave must take a period of leave at least six (6) weeks immediately

following the date of delivery, unless the employee and the Company agree to shorten the period. In such cases, the employee must provide the Company with a medical certificate indicating that resumption of work will not endanger her health.

During the period of maternity leave, employees will have the option of maintaining their coverage under any Company benefits plans by prepaying the cost of those benefits. Employees who choose not to maintain benefits during maternity leave will have benefits reinstated upon return to work subject to the terms of the Company Group benefits plan.

The Company will reinstate the employee, where reasonably possible, in the classification she occupied at the time maternity leave started or provide the employee with alternative work of a comparable nature at not less than the wage rate applicable to the employee when the maternity leave started.

Employees will continue to accrue seniority while on maternity leave, but time on maternity leave will not count towards vacation entitlement.

19.07 Parental and Adoption Leave

Upon request by the employee, the Company must grant an employee a leave of absence without pay for a maximum of thirty-seven (37) weeks:

- (a) Immediately following the last day of maternity leave;
- (b) Or a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child's birth;
- (c) And in the case of an adoptive parent, a period of not more than thirty-seven (37) consecutive weeks within fifty-two (52) weeks after the child is placed with the adoptive parent for the purpose of adoption.

The employee must give the Company at least four (4) weeks' notice in writing of the day upon which the employee intends to commence parental leave. If the employee cannot comply with this requirement because the medical condition of the birth mother makes it impossible or because the date of the child's placement with the adoptive parent was not foreseeable, the employee must give the Company written notice at the earliest possible time of the date the employee will start parental leave.

An employee's entitlement to parental leave is conditional on having at least twelve (12) months of continuous service immediately preceding the estimated date of birth or adoption.

Where both prospective parents are employees of the Company and they intend to share parental leave, they must advise the Company of their intention.

An employee who wishes to resume employment upon the expiration of parental leave must give the Company at least **three (3)** weeks' notice in writing of the day on which the employee intends to resume employment.

During the period of parental leave, employees will have the option of maintaining their coverage under any Company benefits plans by prepaying the cost of those benefits. Employees who do not prepay the cost of those benefits for the period of parental leave will have benefits reinstated upon return to work, subject to the terms of the Company Group benefits plan.

The Company will reinstate the employee, where reasonably possible, in the classification occupied at the time parental leave started or provide the employee with alternative work of a comparable nature at not less than the wage rate applicable to the employee when the parental leave started.

Employees will continue to accrue seniority while on parental leave, but time on parental leave will not count towards vacation entitlement.

19.08 Seniority

Employees continue to accrue seniority while on any approved leave of absence.

Upon return from any approved leave of absence, the Company will reinstate the employee, where reasonably possible, in the classification occupied at the time leave started or provide the employee

with alternative work of a comparable nature at not less than the wage rate applicable to the employee when the leave started.

19.09 Educational Leave

Provided the Company gives advance approval, in its sole discretion, the Company will grant a leave of absence with pay to employees for education or training that benefits the Company.

19.10 Reservist Leave

An employee shall be entitled to reservist leave in accordance with applicable legislation.

Article 20 – Health and Safety

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

20.02 The Company and the Union will maintain a joint Health and Safety Committee to ensure and promote health and safety in the workplace. The Health and Safety Committee will consist of an equal number of representatives from both Management and the employee group. Up to three (3) representatives may be appointed by the Union and up to three (3) representatives may be appointed by the Company ensuring where

possible, representation by the a.m. and p.m. shifts. The Committee will meet monthly on average during working hours. No employee will be obligated to be on the Health and Safety Committee.

- 20.03 The Company will supply employees with the necessary personal protective equipment with the exception of safety footwear. **The** equipment or devices will remain the property of the Company. In the event of termination of employment, all Company property must be returned or the cost of it will be deducted from the employee's final pay cheque.
- 20.04 The Company, the Union, and employees will comply with the applicable Workplace Safety and Health requirements as stipulated by the Alberta Occupational Health and Safety Act.
- 20.05 The Company, the Union, and employees will comply with the Company's health and safety policy and program.
- 20.06 Following **each year of employment**, the Company will reimburse an employee up to **one hundred (\$100.00)** dollars towards the cost of CSA approved safety footwear provided they wear such approved footwear daily and provide an appropriate receipt for the purchase. **If an employee does not seek compensation under this Article for one (1) year, the employee may carry over the one hundred (\$100.00) dollars into the next year only and be reimbursed up to two hundred (\$200.00) dollars towards the**

cost of CSA approved safety footwear provided they wear such approved footwear daily and provide an appropriate receipt for the purchase.

Article 21 – Court’s Decision

21.01 In the event that any articles or portions of this Agreement are determined to be improper or invalid by a court of law or labour tribunal, such decision will not invalidate any portions of this Agreement other than those directly specified by such decision to be invalid, improper, or otherwise unenforceable.

Article 22 – Discipline/Discharge

22.01 The right to discharge or otherwise discipline employees will remain at the discretion of the Company, except that there will be no discharge or disciplinary action without just cause and such acts are subject to the grievance procedure.

22.02 All employees will be required to swipe in and out when reporting to and leaving work, including **for** overtime and **when** leaving work early. Repeated late **swipes** and/or early **swipe** outs may cause an employee to be subject to discipline up to and including termination.

22.03 The Company will promptly provide the employee with written notice of any termination, suspension,

or written reprimand, with a copy to the Shop Steward or other Union Representative.

22.04 The Company will arrange for Union representation by a Shop Steward or another Union Representative when meeting with employees that is part of an investigation that could reasonably lead to discipline or the issuing of any discipline; however, employees have the right to refuse Union representation.

22.05 Employees covered by the Agreement may have reasonable access to their own personnel files, to the extent permitted by the Personal Information Protection Act. The file will be reviewed in the presence of Management and the employee cannot remove parts or documents from the file without permission from the Company.

Article 23 – Grievance Procedure and Arbitration

23.01 It is understood and agreed that nothing in this Agreement prevents an employee from discussing a problem or complaint with his/her immediate supervisor without recourse to the formal grievance procedure.

23.02 It is the intention of the parties that this Article provide a peaceful method of adjusting all grievances, so that there will be no suspension or interruption of normal operations as a result of any grievances.

23.03 A grievance is defined as a written complaint or difference regarding the meaning, interpretation, application, or alleged violation of this Agreement.

23.04 All grievances must be submitted in writing within **ten (10) working** days of the event giving rise to such grievance. The written grievance must identify the facts giving rise to the grievance and the section(s) of the Agreement alleged to be violated. The following steps will be observed:

Step #1

The employee and/or a Shop Steward may discuss a potential grievance with the employee's direct supervisor (or designate). If the matter is not settled to the satisfaction of the employee concerned within the five (5) **working** days or within any longer time period to which the parties agree, then Step #2 may be invoked.

Step #2

The grieving party, whether the Union or the Company, must submit the grievance, in writing, to the Company Departmental Manager (with a copy being sent to the Company's Human Resources Representative) or the Union Secretary-Treasurer (as the case may be) or his/her designate. Upon receipt of the written grievance, the parties will meet to discuss the grievance within seven (7) **working** days or such later time period to which the parties agree. If the matter is not settled to the satisfaction of those concerned, then Step #3 may be invoked.

Company or Union Policy grievances will begin at Step #3.

Step #3

Failing settlement at Step #2, the grievance may be referred in writing to the Company General Manager or the Union Secretary-Treasurer (as the case may be) or his/her designate. A meeting will be held as soon as possible between the grievor, a Union Representative other than a Union Steward, a Company Human Resources Representative, and the Company General Manager or his/her designate to discuss the grievance.

The Company or the Union (as the case may be) will have seven (7) **working** days following the meeting to state its decision on the grievance. If the decision at Step #3 is unsatisfactory to the grieving party, then the grievance may be referred in writing to arbitration as hereinafter provided within **twenty (20) working** days from the written decision. If a request for arbitration is not given within the **twenty (20) working** days, then the decision at Step #3 is final and binding upon both parties to this Agreement and upon any employee involved.

In the event the grievance deals with the termination of a probationary employee, the decision of the Company at Step #3 is final and binding upon both parties to this Agreement and upon any probationary employee.

Step #4

The parties will **use** a sole Arbitrator to hear the grievance. Should the Company and the Union fail to agree upon an Arbitrator, the Alberta Department of **Labour** will be requested to appoint an Arbitrator.

The Arbitrator, once selected or appointed, will proceed as soon as practicable to examine into the dispute or grievance and render **a** decision on the basis of the facts which will be binding upon both parties and upon any employee affected by it.

- 23.05 The sole Arbitrator, must not make any decision inconsistent with the provisions of this Agreement or make any decision which would alter, modify, amend, add to, or subtract from any part of this Agreement. The sole Arbitrator must not adjudicate any matter not specifically grieved in the written grievance.
- 23.06 Each of the parties to this Agreement will jointly bear the expenses of the Arbitrator.
- 23.07 Unless otherwise agreed between the parties, the Company will hold grievance meetings during the regular office hours of the Company.
- 23.08 It is expressly understood that an employee who has a complaint or a grievance must follow the procedures as outlined in this article and pending the investigation and determination of the validity of such claim will continue to perform the duties assigned to him/her by Management (unless he/she has been suspended or discharged).

- 23.09 Decisions arrived at between the Company and the Union on the disposition of any specific employee, Union, or Company grievance will be final and binding upon the Company, the Union, and the employee or employees concerned.
- 23.10 No matter may be submitted to arbitration which has not been properly carried through the required steps of the grievance procedure.
- 23.11 Any step of the grievance procedure may be waived by mutual agreement in writing between the Company and the Union.
- 23.12 All time limits set out in this Article are mandatory. If a grieving party does not advance the grievance within the time limits specified, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure will be terminated. If the responding party does not respond to the grievance where required to do so by the time limits specified, the grievance will be deemed to be allowed by the responding party. The time limits in this Article may be extended upon the written agreement of both parties.

Article 24 – Bulletin Boards

- 24.01 The Company will provide a bulletin board in the lunchroom or otherwise mutually agreed location, for the convenience of the Union in posting notices of Union activity such as time and place of meetings, social affairs and elections, and names of officers or accredited representatives and such other notices as may be approved by the Company.

All other notices must be submitted to the General Manager or his/her authorized designate for approval before being posted. Approval will not be unreasonably denied.

- 24.02 The Union must ensure that information posted on the bulletin board is kept current every month.

Article 25 – Workplace Injury or Illness

- 25.01 The Company agrees to provide employees with Workers' Compensation coverage.
- 25.02 When an employee is unable to work as a result of an injury or illness incurred in the workplace, they must inform their supervisor immediately on the day of the injury. Any information required by the Workers' Compensation Board from the Company and employee must be provided immediately.
- 25.03 If an employee is injured and is required to be treated at the plant or to leave the plant for medical attention, the employee will be paid for the balance of the shift during which the accident occurred or the time missed during the shift as applicable.
- 25.04 The Union will support the Company's efforts in its Gradual Modified Return to Work Program when applicable for employees returning to work after an absence on Workers' Compensation or from an illness.

Article 26 – Discrimination

26.01 The Company agrees to provide for rights and opportunities without discrimination on the grounds described in this Article.

26.02 The Company recognizes that every person has a right to equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, religion, gender, sexual orientation, age, family status, or disability.

26.03 The Company will not tolerate any form of discrimination as defined herein.

26.04 The Company and the Union endorse the principles and defenses contained in the Alberta Human Rights Act.

26.05 Harassment Policy

The Company is committed to providing a safe, healthful workplace that is free from violence, threats of violence, or harassment, in accordance with the Company policy.

The Company will send a copy to the Union of any changes to its Workplace Violence and Harassment policy.

Article 27 – Uniforms and Tools

- 27.01 The Company will provide and maintain uniforms used in the workplace.
- 27.02 The Company will provide employees other than Millwrights and Tradespeople with the standard tools and equipment required for them to perform their jobs. Millwrights and other Tradespeople are expected to provide their own tools.
- 27.03 Under no circumstances are the uniforms, tools, or equipment provided by the Company to be removed from the plant premises overnight.
- 27.04 Employees may be required to replace items which are determined to be damaged or broken through their willful misuse or **gross** negligence. In the event of termination of employment, all Company property must be returned or the cost of same will be deducted from the employee's final pay cheque.
- 27.05 The Company will reimburse all Millwrights and Tradespeople up to **three hundred and fifty (\$350.00)** dollars each year to cover the cost and maintenance of their standard tools. This premium will be paid upon production of a receipt at the time the receipt is given to the Company.

Article 28 – Wages

- 28.01 The Company agrees to pay all employees covered by the terms of this Agreement pursuant to the

provisions in Appendix “A” of this Agreement during such time as this Agreement is in force.

- 28.02 In the event that the Company incorrectly underpays an employee in excess of one hundred (\$100.00) dollars, the Company shall on request reimburse that employee within three (3) business days from the date that the error was reported. ***All other payroll shortages will be compensated on the employee’s next paycheque. In the event that the Company incorrectly overpays an employee, it shall meet with that employee, provide proper supporting documentation, and negotiate a fair and reasonable deduction schedule or repayment plan so as to minimize the financial impact upon the employee. In the event that an agreement cannot be reached by the parties, the Company or the Union (as the case may be) shall utilize the grievance procedure.***

Article 29 – Expiration and Renewal

- 29.01 This Agreement will be in effect from ***March 1st, 2015*** until ***February 28th, 2019*** and thereafter from year to year, but either party may, not less than sixty (60) days or more than one hundred twenty (120) days before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement or to negotiate a revision thereof.
- 29.02 When the required notice for termination or revision is given by either party, negotiations in connection

with same will be started as soon as reasonably possible and conducted, so that if it is reasonably possible, the same may mutually and satisfactorily be conducted within the notification period.

Signed this _____ day of _____, 20____.

Trophy Foods Inc.

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

For the **Company**:

For the Union:

Sunil Gandhi
Dave Dawson
Brian Paul
Tom Ross

Noel Cabrera
Kim Cook
Paul Wright
David Smith
Lee Clarke

This Agreement was ratified on **March 8, 2016**.

Appendix “A”

Wages/Classifications

The wages on the wage grid in Appendix “A” of the Collective Agreement will be revised as follows:

March 1, 2015: \$0.45 increase to all wages

March 1, 2016: \$0.45 increase to all wages

March 1, 2017: \$0.60 increase to all wages

March 1, 2018: \$0.70 increase to all wages

Retroactive pay will be paid to all employees who are employed at the date of ratification, and payment will occur in the pay period following ratification.

Effective March 1 st , 2015			
CLASSIFICATIONS	Starting Rate	Qualified Rates	
		3 Mths	10 Yrs
Packer	\$18.51	\$19.26	\$20.26
General Labourer	\$18.51	\$19.26	\$20.26
Mixer/Palletizer	\$18.78	\$19.53	\$20.53
Machine Operator A	\$21.16	\$21.91	\$22.91
Machine Operator B	\$19.57	\$20.32	\$21.32
Production Clerk/ Cycle Counter	\$19.62	\$20.37	\$21.37
Roaster/Salter/Candy Kitchen	\$21.16	\$21.91	\$22.91
Material Handler – Order Picker	\$21.16	\$21.91	\$22.91
Shipper/Receiver	\$21.95	\$22.70	\$23.70
Sanitation/Cleaner	\$19.73	\$20.48	\$21.48
Tradesperson (Journeyman)	\$33.01	\$33.76	\$34.76

Effective March 1 st , 2016			
CLASSIFICATIONS	Starting Rate	Qualified Rates	
		3 Mths	10 Yrs
Packer	\$18.96	\$19.71	\$20.71
General Labourer	\$18.96	\$19.71	\$20.71
Mixer/Palletizer	\$19.23	\$19.98	\$20.98
Machine Operator A	\$21.61	\$22.36	\$23.36
Machine Operator B	\$20.02	\$20.77	\$21.77
Production Clerk/ Cycle Counter	\$20.07	\$20.82	\$21.82
Roaster/Salter/Candy Kitchen	\$21.61	\$22.36	\$23.36
Material Handler – Order Picker	\$21.61	\$22.36	\$23.36
Shipper/Receiver	\$22.40	\$23.15	\$24.15
Sanitation/Cleaner	\$20.18	\$20.93	\$21.93
Tradesperson (Journeyman)	\$33.46	\$34.21	\$35.21

Effective March 1 st , 2017			
CLASSIFICATIONS	Starting Rate	Qualified Rates	
		3 Mths	10 Yrs
Packer	\$19.56	\$20.31	\$21.31
General Labourer	\$19.56	\$20.31	\$21.31
Mixer/Palletizer	\$19.83	\$20.58	\$21.58
Machine Operator A	\$22.21	\$22.96	\$23.96
Machine Operator B	\$20.62	\$21.37	\$22.37
Production Clerk/ Cycle Counter	\$20.67	\$21.42	\$22.42
Roaster/Salter/Candy Kitchen	\$22.21	\$22.96	\$23.96
Material Handler – Order Picker	\$22.21	\$22.96	\$23.96
Shipper/Receiver	\$23.00	\$23.75	\$24.75
Sanitation/Cleaner	\$20.78	\$21.53	\$22.53

Tradesperson (Journeyman)	\$34.06	\$34.81	\$35.81
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Effective March 1 st , 2018			
CLASSIFICATIONS	Starting Rate	Qualified Rates	
		3 Mths	10 Yrs
Packer	\$20.26	\$21.01	\$22.01
General Labourer	\$20.26	\$21.01	\$22.01
Mixer/Palletizer	\$20.53	\$21.28	\$22.28
Machine Operator A	\$22.91	\$23.66	\$24.66
Machine Operator B	\$21.32	\$22.07	\$23.07
Production Clerk/ Cycle Counter	\$21.37	\$22.12	\$23.12
Roaster/Salter/Candy Kitchen	\$22.91	\$23.66	\$24.66
Material Handler – Order Picker	\$22.91	\$23.66	\$24.66
Shipper/Receiver	\$23.70	\$24.45	\$25.45
Sanitation/Cleaner	\$21.48	\$22.23	\$23.23
Tradesperson (Journeyman)	\$34.76	\$35.51	\$36.51

Notes:

Any employee whose rate of pay just prior to this Agreement being in force is higher than the applicable rate for the same work under the new pay schedule will be red circled at the pre-existing rate of pay. Further, the Lead Hand Premium will not be paid in addition to the red circled rate.

Other than Tradespeople, all new employees are entitled to begin at the starting rate unless the Company, in its discretion, chooses to start the employee at a higher rate. Journeymen Tradespeople are entitled to begin at the qualified rate. Apprentice **Tradespeople** are paid a percentage of the qualified rate as prescribed by the Apprenticeship legislation in Alberta.

Other than Tradespeople, employees advance from the starting rate to the qualified rate after three (3) months of work or such shorter period as determined by the Company.

The maximum rate of pay for temporary seasonal employees will be the three (3) month rate within the appropriate classification.

Lead Hand Premium – \$1.00/hour

Employees shall be appointed as a Lead Hand by the Company if they direct other employees on a consistent and on-going basis. The job posting procedure shall not apply. No employee shall be required to be a Lead Hand. The Company can have a maximum of four (4) Lead Hands. They shall be considered as bargaining unit members for all purposes of the Collective Agreement and shall receive the appropriate premium. The Lead Hand's duties shall include directing other employees while performing work themselves. A Lead Hand shall not discipline employees.

Shift Premiums

- Afternoon Shift \$0.40/hour
 Any employee starting a shift on or after 2:00 p.m.

- Night Shift \$0.60/hour
 Any employee starting a shift on or after 10:00 p.m.

Appendix “B”

Benefits

During the life of this Agreement, the Company will continue the current group insurance benefits or provide modified group insurance benefits at a comparable level overall. The Company will also maintain the proportion of premiums paid by the Company compared to employees for these group insurance benefits.

Any disputes regarding the payment of benefits are a matter between the employee and the insurance carrier and are not subject to the grievance and arbitration procedure of this Agreement.

Sick Leave/Personal Wellness

Full-time employees, who have one (1) year of continuous service, will be entitled to five (5) paid days off per calendar year in the event of sickness or personal matters of an urgent nature.

Dental

The Company shall remit to the United Food and Commercial Workers' Union Dental Care Plan, Group #13901, an amount of thirty-two (\$0.32) cents per hour for straight-time hours worked by employees within the bargaining unit.

The Company's contributions to the plan shall not exceed the normally scheduled shift hours of any employee (i.e. forty (40) hours per week).

Short Term Disability

Sixty-six and two thirds (66 2/3%) percent salary on fourth (4th) day of illness or accident. Benefits to carry for a maximum one hundred twenty (120) day period. Cost to be sixty (60%) percent paid by the Company.

Plan Text/Health and Welfare Benefits

The Company agrees to supply the Union with a current copy of the Plan Text and each employee with summary pamphlets (or similar documents) for all of the Company's Health and Welfare benefits that are provided by them. New employees will be provided with summary pamphlets (or similar documents) upon completion of their probationary period. A temporary seasonal employee will be provided with summary pamphlets (or similar documents) upon completion of twelve (12) consecutive months of work. The Company will ensure that the Union and the employees covered by this Agreement are provided with the most recent copy of such Plan Text and summary pamphlets (or similar documents) at all times.

Vision Care

The Company will increase the Vision Care Expense Maximum, under its Group Benefit Plan applicable to employees to two hundred (\$200.00) dollars every twenty-four (24) months (from one hundred fifty (\$150.00) dollars every twenty-four (24) months).

Signed this _____ day of _____, 20____.

Trophy Foods Inc.

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

For the **Company**:

For the Union:

Sunil Gandhi
Dave Dawson
Brian Paul
Tom Ross

Noel Cabrera
Kim Cook
Paul Wright
David Smith
Lee Clarke

This Agreement was ratified on **March 8, 2016**.