

# COLLECTIVE AGREEMENT

BETWEEN:

WOW! FACTOR DESSERTS LTD.

AND:

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

Renewal: December 31<sup>st</sup>, **2021**

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THIS COLLECTIVE AGREEMENT made this \_\_\_\_day of \_\_\_\_\_, \_\_\_\_\_.

BY AND BETWEEN           WOW! FACTOR DESSERTS LTD.,  
A body corporate carrying on business in  
Sherwood Park, Alberta; 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 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 adjustment of disputes which may arise between them.

NOW THEREFORE:   The Company and the Union mutually agree as follows:

Article 1 – Bargaining Agency

1.1   The Company recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining for all employees coming within the provisions of the certification granted by the Alberta Labour Relations Board, namely all employees except office, sales, and clerical personnel.

In the event the Company relocates its production facility within Alberta during the term of this Agreement, the Company shall recognize the Union as the bargaining agent for employees.

## Article 2 – Union Establishment

- 2.1 All employees within the bargaining unit who were members of the Union on the date of certification shall continue to be Union members, pay dues and assessments. All employees covered by this Agreement who were or will be hired after that date shall become Union members within thirty (30) days of commencing employment and shall continue to be Union members, pay dues and assessments as a condition of employment.
- 2.2 New employees shall be provided with a letter setting out the requirement to join the Union and authorize the Company to deduct mandatory initiation fees, assessments, and Union dues as are authorized by the Union.
- 2.3 The Union will provide the Company with applications for Union membership. The Company shall ensure that new employees complete the membership applications and the Company shall then submit them to the Union.
- 2.4 The Company, in addition to supplying copies of the employee membership application to the Union upon hire, shall forward to the Union updated employee membership application information provided to the Company by employees on an as received basis.

### **2.5 Union Orientation**

***New hires shall be permitted thirty (30) minutes to be orientated to the Union on Company time by a Shop Steward or duly authorized Union Representative.***

## Article 3 – Deduction of Union Dues

- 3.1 The Company agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, assessments, and Union dues as are authorized by the Union.



The Company further agrees, automatically, to deduct Union dues and initiation fees from the wages of all new employees. The employee shall, within thirty (30) days after commencement of employment, provide the Company with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Company to the President of the Union not later than the fifteenth (15<sup>th</sup>) day of the following month, and accompanied by a written statement of the names of the employees for whom the deductions were made and the amount of each deduction. Dues check offs are to be submitted on a monthly or four-week basis. Commencing with the first week of employment, initiation fees shall be deducted from the first four (4) pay periods.

3.2 The Company agrees to list Union dues deductions made for an employee on that employee's T-4, Income Tax form. The foregoing shall be done for all employees in the bargaining unit.

3.3 The Union will give the Company four (4) weeks' notice prior to changing the amount of dues to be deducted.

3.4 **Union Information**

The Company shall provide the Union with a list of the names, addresses and phone numbers of all employees every sixty (60) days.

**Article 4 – Employee Rights**

All employees need to know that:

The Company is responsible for the quality and safety of food products produced by it and that employees are not subject to be sued for product failure that are not due to a criminal act by the employee.

All employees need to know that they are entitled to:

1. Be free from discrimination, intimidation, retaliation, and harassment in accord with the protections found at Article 21 of the Collective Agreement.
2. The right to be compensated for work performed in accordance with Article 9 of the Collective Agreement.
3. The right to participate in lawful Union activity as outlined in Article 21 of the Collective Agreement.
4. The right to Statutory Benefits as set out in Article 7 of the Collective Agreement.
5. The right to necessary training for the work performed as set out in Appendix A of the Collective Agreement.
6. Not have money deducted from their earnings for faulty workmanship or cash shortages or loss of property that are not due to a criminal act by that employee.
7. Other rights not included in the Collective Agreement but set out in legislation and law, a partial list of which is set out below:
  - (a) The right to a safe workplace and safe equipment – Alberta Occupational Health and Safety.
  - (b) The right to be free from discrimination, intimidation, retaliation, and harassment – Alberta Human Rights Commission.
  - (c) The right to be compensated for work performed – Alberta Employment Standards.
  - (d) The right to Statutory Benefits – Alberta Employment Standards.

**8. *All employees shall be treated with dignity and respect in all circumstances.***

Article 5 – Employee Relations Committee

5.1 Establishment of Committee

An Employee Relations Committee shall be established consisting of up to three (3) representatives selected by the Union and up to three (3) representatives selected by the Company. The Committee shall enjoy the full support of both parties.

5.2 Function of Committee

The Committee shall concern itself with any matters of mutual interest but will not be involved in interpreting or amending this Agreement.

5.3 Meetings of Committee

The Committee shall meet at a mutually agreeable time and place at least three (3) times per year. Additional meetings may be requested at any time by either party and upon such request, the Employee Relations Committee will meet forthwith. Employees shall not suffer any loss of pay for the time spent with this Committee.

Article 6 – Hours of Work and Overtime

The Company reserves the right to schedule hours of operation, employee hours of work, rest periods, meal periods, and overtime work subject to the following provisions. Regular hours of work shall not be construed as a guarantee of any minimum nor as a restriction of any maximum number of hours to be worked. When operations do not require an employee to work the regular daily or weekly hours, the Company may require employees to work fewer hours.

6.1 (a) Basic Work Week Schedule

The basic work week for a full-time employee working the Basic Work Week schedule shall be forty (40) hours per week and eight (8) **hours** per day, to be scheduled by the Company. Full-time employees working the Basic Work Week schedule will be scheduled to work five (5) shifts in the work week.

(b) Compressed Work Week Schedule

Compressed work week schedules may be implemented with regular average hours over the rotation cycle of the schedule not exceeding forty (40) hours per week. Mutual agreement between the Company and the employee shall be required before an employee hired prior to January 1<sup>st</sup>, 1998 is assigned to a compressed work week. For employees hired on or after January 1<sup>st</sup>, 1998, assignment of an employee to a compressed work week schedule will be at the discretion of the Company.

Prior to the implementation of a compressed work week schedule:

- (i) The Company shall consult with the Union on the operating needs to be met by the schedule, alternative schedules that may be suitable, and options that may be available on how individual employees are assigned to the schedule.
- (ii) Employees shall be given a minimum of thirty (30) days notice in writing prior to being assigned to a compressed work week schedule.

(c) Altered Schedules and Creation of Additional Shifts

When the Company alters the work week schedule it shall consider the qualifications, ability, and seniority of the employees who may be affected by the alteration. When qualifications and ability are relatively equal, the senior employee shall be given preference as to which of the start times they prefer.

The Parties agree that if the Company creates any additional shift, the Company is entitled to schedule its staff in such a way as to ensure that qualified and able staff who were in the employ of the Company prior to the creation of the new shift are on each of the Company's shifts.

(d) Part-time Schedules

Part-time employees may be scheduled for daily and weekly hours to a maximum weekly average of twenty-four (24) hours. This may include working hours on an as needed basis without a prior schedule.

Part-time employees will only be used when the work to be done does not require coverage on a full-time basis to meet operating needs. The Company and the Union support the employment of full-time employees whenever it is practical to do so to meet operating needs.

Such part-time employees will be covered by all provisions of this Agreement unless specifically excluded.

(e) **Consecutive Work and Rest**

Scheduled days off for full-time employees shall be consecutive. Daily hours of work for full-time employees shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked by full-time employees.

(f) **Basic Work Week and Holidays**

The hours of work for employees in a week when a holiday occurs shall be reduced by eight (8) hours for each holiday so recognized. All time worked in excess of the reduced basic work week shall be compensated for at the rate of time and one-half (1 1/2 X).

## 6.2 Overtime Pay

### **Definitions**

Hours worked by an employee in excess of the Basic Work Week Schedule or a Compressed Work Week Schedule, as defined in Article 6.1 shall be considered overtime. Overtime work must be authorized by Management.

### **Overtime Rates and Compensating Time Off**

Overtime will be compensated at one and one-half times (1 1/2 X) an employee's regular straight time rate. If mutually agreed between the employee and the Company, overtime hours may also be compensated by time off with pay on a hour-for-hour basis. The compensating time off will be on a date mutually agreed between the Company and the employee within six (6) months from the date the overtime was worked.

## 6.3 **Overtime and Seniority**

Overtime following an employee's regular shift shall be offered to qualified employees on that shift based on their seniority. If there are not sufficient employees available to work the overtime on a voluntary basis, overtime can be required by the Company based on reverse seniority of those employees who have the qualifications to perform the work.

## 6.4 **Rest Periods**

Employees will be granted a fifteen (15) minute paid rest period in the first half of each shift and a fifteen (15) minute paid rest period in the second half of each shift.

## 6.5 **Meal Periods**

Employees shall be scheduled by the Company for a meal period not exceeding thirty (30) minutes without pay. Meal periods will be scheduled as near mid-shift as possible.

## 6.6 **Notice of Schedule Change, or Pay in Lieu of Notice**

The Company will designate regular days off for each full-time employee and will not change such designation, except in the case of breakdown, without at least twenty-four (24) hours notice to the employee. One and one-half times (1 1/2 X) an employee's regular rate shall be paid if less than twenty-four (24) hours notice is given.

## 6.7 **Schedule Posting**

***The Company will post completed work schedules for all employees covering a two (2) week period on the following basis:***

- ***Schedules shall be posted no later than 2:00 p.m. on the Wednesday prior to the two (2) week schedule posting period;***
- ***Schedules shall set out shift start and end times for each employee;***
- ***Schedules shall be posted conspicuously in the employee lunch room, where they can be viewed and recorded by all employees; and***
- ***Upon request, the Company will provide to the Union and/or Shop Steward copies of posted work schedules and any subsequent amendments.***

***Consistent with the Company maintaining an efficient operation, the Company will make every reasonable effort to limit the amount of changes to the posted schedule.***

## 6.8 **Multiple Shift Changes in a Week**

No full-time employee shall be required to change shifts more than once during the same week, except in the case of breakdown.

## 6.9 **Required Time Between Shifts**

There shall be an interval of not less than ten (10) hours between shifts for an employee. An employee who is not allowed ten (10) hour intervals between shifts shall be paid the rate of time and one-half (1 1/2 X) for time worked prior to the expiry of the ten (10) hour interval.

## 6.10 **Payroll Information**

Payroll records for employees shall be made available for inspection by the Union for the purpose of checking the proper recording and payment of time worked.

## 6.11 **Minimum Pay**

If work is not available for employees reporting to work as scheduled on their regularly scheduled shifts, the Company will provide four (4) hours of pay at their straight time rate except in the event operations are affected by an emergency, breakdown, fire, flood, snowstorm, power failure, or Acts of God.

## **Article 7 – General Holidays**

7.1 The following days shall be paid General Holidays:

New Years Day	Good Friday
Victoria Day	Canada Day
Family Day	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
Heritage Day (1 <sup>st</sup> Monday in August)	



## 7.2 **Holiday on a Scheduled Day Off**

If a holiday falls on a full-time employee's scheduled day off, the employee will be granted another day off with pay the following week in lieu of the holiday if the employee is entitled to a paid holiday.

## 7.3 **Pay for Work on a Holiday**

Employees required to work on a holiday shall be compensated at a rate of time and one half (1 1/2~~X~~) their regular hourly rate of each hour worked.

## 7.4 **Restrictions on Holiday Pay**

An employee is not entitled to holiday pay:

- (a) If the employee has worked for less than thirty (30) days worked during the preceding twelve (12) months, or;
- (b) Does not work on a paid holiday when **they are** required or scheduled to do so, or;
- (c) When absent from **their** employment without the consent of the Company on **their** last regular working day preceding or **their** first regular working day following a paid holiday except when absent for a bona fide illness or injury.

## 7.5 **Holiday Pay for Part-Time Employees**

Part-time employees will be entitled to paid holidays based on their regular daily hours of work only for paid holidays that fall on days on which they would otherwise be required to work and provided they have worked five (5) out of the previous nine (9) weekdays corresponding to the weekday on which the holiday falls. Part-time employees must also meet the qualifications set out in Article 7.4 (b) and (c).

## 7.6 **Holiday Pay and Compressed Work Week**

General Holiday pay for an eligible employee working a compressed work week schedule shall be paid according to the regularly daily hours of the schedule which the employee is working. For example, if the compressed work week schedule is based on a ten (10) hour shift, the employee would receive General Holiday pay of ten (10) hours.

## **Article 8 – Vacations**

### 8.1 **Vacation Entitlement and Pay**

- (a) All employees after one (1) year of continuous service shall receive two (2) weeks vacation with pay.
- (b) All employees after five (5) years of continuous service shall receive three (3) weeks vacation with pay.
- (c) All employees after ten (10) years of continuous service shall receive four (4) weeks vacation with pay.
- (d) All employees after twenty (20) years of continuous service shall receive five (5) weeks vacation with pay.

Vacation pay shall be calculated at four (4%) percent, six (6%) percent, eight (8%) percent, or ten (10%) percent respectively of an employee's regular straight-time wages in the previous vacation year.

***Employees can ask for and shall be entitled to break their vacation up into singular days or groups of days of less than one (1) week in duration. However, employees who have requested or who have scheduled vacation in one (1) week blocks shall be given priority in receiving their vacation.***

## 8.2 Vacation and Holidays

When a General Holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received, had **they** been working.

### 8.3 (a) Vacation Requests

***Consistent with the Company maintaining a reasonably efficient operation, and notwithstanding the provisions of Article 8.3 (c), the Company will grant vacation for the period of time requested by employees on the basis of seniority.***

***Between November 1<sup>st</sup> and December 15<sup>th</sup> of each year, the Company will post a vacation calendar for employees to make their vacation selection for the subsequent calendar year. Such vacation requests will be granted by no later than December 31<sup>st</sup> of each year.***

***Requests for vacation may be made by employees throughout the vacation year, and the Company will acknowledge and respond within two (2) weeks of any such requests.***

(b) The Company agrees to post the Vacation Schedule ***in the employee lunchroom.***

### (c) Vacation during Plant Shutdown

The Company may schedule periodic plant shutdowns during which employees will be requested to take vacations. If an employee is entitled to two (2) or three (3) weeks of annual vacation, the employee may take vacation during plant shutdowns or take an unpaid leave of absence during the plant shutdown if the employee wishes to take **their** vacation at another time according to the conditions of Article 8.3 (a).

## 8.4 **Vacation Pay on Termination of New Employees**

Employees who have worked less than one (1) year and who terminate their employment will receive a vacation allowance in an amount equal to four (4%) percent of their regular straight-time wages earned for which no vacation allowance has been paid.

Employees entitled to two (2) or three (3) weeks' vacation and who terminate their employment shall receive payment for vacation allowance in an amount equal to four (4%) percent or six (6%) percent of the employee's regular straight-time wages earned by the employee during the period of employment for which no vacation allowance has been paid.

## Article 9 – Wages

### 9.1 **Job Classifications and Descriptions**

If the Company desires to introduce a new job classification they will meet with the Union to negotiate rates of pay for the job. If the Company and the Union cannot negotiate the rates, then the matter will be referred to arbitration for resolution.

***Job Classifications and Descriptions shall be as set out in Appendix “B” of this Agreement.***

### 9.2 **Wages**

The Company agrees to pay all persons covered by the terms of this Agreement the Schedule of Wages as set out in Appendix “A” of this Agreement during such time as this Agreement is in force, effective on dates as shown.

## **Pay Period and Statements of Pay**

There shall be a regular bi-weekly (every two **(2)** weeks) pay day and each employee shall be provided with a statement of earnings and deductions for the pay period covered. Employees shall be paid within one (1) week of the end of the pay period.

### **9.3 Staff Meetings**

Staff meetings, whenever held, shall be considered as time worked, and compensated for, except where attendance by an employee is on a voluntary basis.

### **9.4 Shift Premium**

***Each employee shall receive an off-shift premium of fifty (\$0.50) cents per hour for all hours worked between 7:00 p.m. and 5:00 a.m.***

## **Article 10 – Employee Benefit Plan**

10.1 The Company agrees for the term of this Agreement to provide and maintain the employee benefit plans (i.e. Short Term Disability, LTD, Extended Health Care, Dental, and A.D. & D.) and benefit plan premium cost-sharing arrangements ***as follows:***

	<b>Company Share</b>	<b>Employee Share</b>
<b>October 3<sup>rd</sup>, 2018</b>	Seventy (70%) percent	Thirty (30%) percent
<b>January 1<sup>st</sup>, 2019</b>	<b>Seventy-five (75%) percent</b>	<b>Twenty-five (25%) percent</b>
<b>January 1<sup>st</sup>, 2021</b>	<b>Eighty (80%) per cent</b>	<b>Twenty (20%) percent</b>

Effective July 27<sup>th</sup>, 2013, the Long Term Disability (LTD) premiums will be paid one hundred (100%) percent by the employee.

## **Benefit Improvements**

***Effective October 3<sup>rd</sup>, 2018, the following improvements shall be made to the employee benefit plan:***

### **Introduction of Vision Care Coverage:**

- ***Cover full cost of eye exams (bi-annually for employees and annually for dependents)***
- ***\$250.00 bi-annually for eyewear***
- ***\$250.00 annually for eyewear for dependents***

### **Dental improvements:**

- ***Basic amount: \$2000.00***
- ***Major amount: \$2000.00***

10.2 Through mutual agreement between the Company and the Union, the benefit plan available to employees may be amended during the term of this Agreement.

## **Article 11 – Leaves of Absence**

### **11.1 General**

***At a minimum, employees shall have all the rights and entitlements provided under the Alberta Employment Standards Act.***

***Unless otherwise stated in this Article, employees with at least ninety (90) days of employment shall be entitled to all Leaves of Absence outlined in this Collective Agreement. For employees with less than ninety (90) days of employment, any such Leave request(s) may be granted at the Company's discretion.***

***Before taking a Leave of Absence, an employee must give the Company as much notice as is reasonable and practicable in the circumstances.***

***Unless otherwise stated in this Article, notice of return to work shall be no less than one (1) week from the date the employee intends to return to work. Upon return to work, employees shall be either:***

- (a) returned to the position they held prior to taking the Leave; or***
- (b) provided alternative work of a comparable nature at not less than the earnings and other benefits the employee had accrued prior to taking the Leave.***

## **11.2 Leave of Absence**

At the discretion of the Company, a leave of absence may be granted without pay for a period not exceeding three (3) calendar months. Any application for such leave shall be made in writing at least thirty (30) days, if possible, prior to the date the leave is desired to commence. Requests for all leaves of absence under Article 11 shall not be unreasonably denied.

## **11.3 Union Leave**

The Company agrees to allow time off work, for Union leave, if requested by the Union. The Union will give the Company at least one (1) weeks notice when requesting a leave of absence. Requests will be considered given the operational requirements of the business. The Company agrees to pay employees absent from work for Union leave of absence, provided the Union reimburses the Company for the cost of such wages.

## **11.4 Sick Leave**

After one (1) year of service, employees shall be entitled to four (4) paid sick days in each calendar year of service for work days for which

they are absent due to illness, injury, **or for the illness or injury of a member of the employee's immediate family**. This entitlement for eligible employees will be set as of January 1<sup>st</sup> of each calendar year. An employee's initial entitlement will be set on a prorated basis for the balance of the calendar year after the employee completes one (1) year of service. For example, if an employee completes one (1) year of service on May 1<sup>st</sup>, the employee would then be entitled to two and two-thirds (2 2/3) sick days for the balance of that calendar year (8/12 times 4 days). Sick leave shall not accumulate from year to year.

***Employees may use their sick leave entitlement in half (1/2) day increments.***

### 11.5 Bereavement Leave

In the event of a death in the immediate **or extended** family, an employee shall be granted a paid leave of absence of five (5) consecutive working days, for bereavement purposes.

***All of the following are considered immediate and extended family members:***

- ***Spouse, adult interdependent partner, or common-law partner;***
- ***Children (and their partner/spouse);***
- ***Current or former foster children (and their partner/spouse);***
- ***Current or former wards;***
- ***Parents, step-parents, and/or current or former guardians (and their partner/spouse);***
- ***Current or former foster parents;***
- ***Siblings, half-siblings, step-siblings (and their partner/spouse);***
- ***Grandchildren, step-grandchildren (and their partner/spouse);***
- ***Grandparents, step-grandparents;***
- ***Aunts, uncles, step-aunts, step-uncles (and their partner/spouse);***
- ***Nieces, nephews (and their partner/spouse);***
- ***A person the employee isn't related to but considers to be like a close relative.***



**Family members of employee's spouse, common-law or adult interdependent partner:**

- **Children (and their partner/spouse);**
- **Current or former wards;**
- **Parents, step-parents, foster parents;**
- **Sibling, half-sibling, step-sibling;**
- **Grandparents;**
- **Grandchildren;**
- **Aunts, uncles;**
- **Nieces, nephews.**

If travel time is necessary to attend a funeral, additional time off, without pay, shall be granted. The length of such additional time off shall be at the discretion of the Company. **Any such request shall not be unreasonably denied.**

**In the event of the death of a co-worker, the Company shall accommodate an employee's request for unpaid time off work to attend the funeral.**

## **11.6 Maternity and Parental Leave**

### **(a) Maternity Leave**

**Employees shall be entitled to maternity leave of not more than sixteen (16) weeks starting at any time during the twelve (12) weeks immediately before the estimated date of delivery.**

**A pregnant employee whose pregnancy ends other than as a result of a live birth within sixteen (16) weeks of the estimated due date is entitled to maternity leave under this Article.**

**An employee who takes maternity leave must take a period of leave of at least six (6) weeks immediately following the date of delivery, unless by mutual agreement between the employee and the Company and provided a medical certificate that indicates that resumption of work will not endanger her health.**

## **(b) Parental Leave**

***Employees shall be entitled to either:***

- (i) Standard parental leave of not more than thirty-seven (37) weeks within a fifty-three (53) week period after the child's birth, or in the case of an adoptive parent, after the child is placed with the adoptive parent for the purpose of adoption; or***
- (ii) Extended parental leave of not more than sixty-one (61) weeks within a seventy-eight (78) week period after the child's birth, or in the case of an adoptive parent, after the child is placed with the adoptive parent for the purpose of adoption.***

***If employees are parents of the same child, Parental Leave may be taken wholly by one (1) of the employees or shared by the employees. In such circumstances, the Company may, at its discretion, grant Parental Leave to more than one (1) employee at a time if so requested.***

***Notwithstanding the suspension or cessation of business operations, no employee shall be terminated or laid off who is on Maternity or Parental Leave or because the employee is entitled to Maternity or Parental Leave.***

## **11.7 Jury Duty and Crown Witness Leave**

An employee summoned to jury selection, jury duty, or subpoenaed as a witness for the Crown shall be paid wages amounting to the difference between the amount paid to **them** for such services and the amount **they** would have earned had **they** worked on such days. This does not apply if the employee is excused from such services for the rest of the day, or days, and fails to report back to work, or if such services are required on the employee's scheduled day off. When an employee is summoned to jury duty or subpoenaed as a material

witness while working the afternoon or night shift, **they** shall be entitled to eight (8) hours rest between the completion of **their** court obligations and the commencement of **their** shift.

#### **11.8 Seniority Protection**

Seniority shall accrue during all time off described above.

#### **11.9 Citizenship Ceremony Leave**

***Employees shall be entitled to up to a half (1/2) day of unpaid Citizenship Ceremony Leave to attend a citizenship ceremony to receive a certificate of citizenship.***

#### **11.10 Compassionate Care Leave**

***Employees shall be entitled to up to twenty-seven (27) weeks' unpaid Compassionate Care Leave for the purpose of providing care or support to a seriously ill family member.***

#### **11.11 Critical Illness Leave**

***Employees shall be entitled to Critical Illness Leave as follows:***

- (a) up to thirty-six (36) weeks' leave to provide care or support to a child under the age of eighteen (18); and/or***
- (b) up to sixteen (16) weeks' leave to provide care or support to an adult family member.***

#### **11.12 Death or Disappearance of a Child Leave**

***An employee shall be entitled to an unpaid leave as follows:***

- (a) a period of up to fifty-two (52) weeks if the employee is the parent of a child who has disappeared and it is probable, considering the circumstances, that the child disappeared as a result of a crime; or***

- (b) a period of up to one hundred and four (104) weeks if the employee is the parent of a child who has died and it is probable, considering the circumstances, that the child died as a result of a crime.**

### **11.13 Domestic Violence Leave**

- (a) An employee who is a victim of domestic violence is entitled to unpaid domestic violence leave of up to ten (10) days in a calendar year.**
- (b) For the purposes of this Article, domestic violence occurs when an employee, the employee's dependent child, or a protected adult who lives with the employee is subjected to any of the following acts or omissions by another person who:**
- (i) Is or has been married to the employee, is or has been an adult interdependent partner of the employee, or is residing or has resided together with the employee in an intimate relationship;**
  - (ii) Is or has been in a dating relationship with the employee, regardless of whether they have lived together at any time;**
  - (iii) Is the biological or adoptive parent of one (1) or more children with the employee, regardless of their marital status or whether they have lived together at any time;**
  - (iv) Is related to the employee by blood, marriage, or adoption or by virtue of an adult interdependent relationship, regardless of whether they have lived together at any time; or**
  - (v) Resides with the employee and has care and custody over the employee pursuant to an order of a court.**

**(c) The following acts and omissions constitute domestic violence for the purposes of this Article:**

- (i) Any intentional or reckless act or omission that causes injury or property damage and that intimidates or harms a person;**
- (ii) Any act or threatened act that intimidates a person by creating a reasonable fear of property damage or injury to a person;**
- (iii) Conduct that reasonably, in all circumstances, constitutes psychological or emotional abuse;**
- (iv) Forced confinement;**
- (v) Sexual contact of any kind that is coerced by force or threat of force;**
- (vi) Stalking.**

**(d) An employee may take domestic violence leave for one (1) or more of the following purposes:**

- (i) To seek medical attention for the employee or the employee's dependent child or a protected adult in respect of a physical or psychological injury or disability caused by the domestic violence;**
- (ii) To obtain services from a victim services organization;**
- (iii) To obtain psychological or other professional counselling for the employee or the employee's dependent child or a protected adult;**
- (iv) To relocate temporarily or permanently;**
- (v) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;**
- (vi) Any other purpose provided for in the Alberta Employment Standards Regulation.**

### **11.14 Long-term Illness and Injury Leave**

***Employees shall be entitled to unpaid leave due to illness, injury, or quarantine. Such Leaves shall not exceed sixteen (16) weeks in a calendar year.***

***Where the circumstances reasonably permit, the employee shall give written notice to the Company in advance of the Leave and provide a medical certificate stating the estimated duration of the Leave and the estimated date of the employee's return to work.***

### **11.15 Family Responsibility Leave**

***Employees shall be entitled to up to five (5) days of unpaid leave in a calendar year for the following purposes:***

- (a) the health of the employee; or***
- (b) the meeting of family responsibilities in relation to a family member.***

### **11.16 Reservist Leave**

***Employees who have completed at least twenty-six (26) consecutive weeks of employment and who are reservists are entitled to unpaid Reservist Leave for deployment and training in the Canadian Armed Forces.***

## **Article 12 – Seniority**

### **12.1 Seniority – Definition**

Seniority is defined as the length of an employee's accumulated service with the Company within the bargaining unit, calculated as the elapsed time from the date the employee was first employed, unless the employee's seniority was broken in accordance with Article 12.4, in

which event, such calculation shall be from the date the employee is rehired following the last break in seniority.

The seniority of a part-time employee shall accrue on the basis of hours worked by the part-time employee.

Effective January 1<sup>st</sup>, 2013, the Company agrees when employees are hired on the same date, the employee's surname in alphabetical order shall determine their seniority. When their surname begins with the same letter, the next letter shall apply and so on. Where their last names are the same, their first names shall be used.

## 12.2 Probationary Period

During the first sixty (60) days worked, each new employee shall be on probation. Should an employee be found not satisfactory during the probation period, they will have no recourse to the arbitration procedure in the event of termination of employment and the Company's reply at Step Three of the Grievance Procedure shall be final and binding.

## 12.3 Seniority List

A seniority list of all employees in the bargaining unit consisting of the name, date of hire, and seniority date of each employee shall be maintained and revised every six (6) months by the Company and posted on the bulletin board. A copy shall be forwarded to the Union.

## 12.4 Termination of Seniority

Seniority and employment shall be terminated when:

- (a) An employee quits or is terminated and not reinstated through Article 13 and 14.
- (b) An employee fails to report back to work after seven (7) days when recalled from lay-off. An employee has to be recalled from

lay-off by registered mail or courier at the last known address on file with the Company.

- (c) An employee has been on lay-off and has not worked for a period of six (6) months.

## 12.5 Layoffs

Layoffs shall be determined based on an employee's seniority, qualifications, and ability.

Employees shall be recalled to work based on their seniority, qualifications, and ability provided:

- (a) For employees with less than five (5) years of service, no more than six (6) months have elapsed since the last day worked by the employee and for employees with five (5) or more years of service, no more than twelve (12) months have elapsed since the last day worked by the employee;
- (b) The employee reports for duty within twenty-four (24) hours from the time of recall, unless the laid-off employee is employed elsewhere at the time of recall and in such cases the recalled employees shall be given seven (7) days to report for duty;
- (c) The Company will send the recall notice by registered mail or courier to the employee's last address on file with the Company and will send a copy to the Union office, and employees recalled within six (6) months of their lay-off shall retain their previous length of service for the purpose of this article and the Vacation Article 8.3(a).

12.6 A lay-off for the purposes of this Agreement shall be a period when an employee's weekly schedule is shortened by more than two (2) working days compared to an employee's regular schedule for the week.



## 12.7 Job Postings

If any regular full-time jobs become vacant and are to be filled by the Company, a notice of the vacancy will be posted on the Plant bulletin boards for three (3) working days. During this period, employees who have completed the probationary period may make application, in writing, for transfer to the posted vacancy. Ability and qualifications being equal between applicants, seniority shall be the governing factor in filling vacancies under this **Article**.

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

The Company may fill any vacancy on a temporary basis until the posting procedure contained herein has been fulfilled.

A job shall not be considered as vacant for posting where an employee is on vacation, is absent due to illness or injury, or on leave of absence, or where an employee has been laid off and can be recalled to the job.

An employee who receives a job through the posting procedure shall be given up to twenty (20) working days trial period. If **the employee** is not satisfactory, **they** shall revert to **their** former job.

## Article 13 – Grievance Procedure

### 13.1 **Definition**

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

## 13.2 **Time Limits**

Any employee or the Shop Steward, through the Union or the Company, may submit a grievance. Any grievance which is not submitted within **twenty-one (21)** working days of the party becoming aware of the event giving rise to such grievance, or within **twenty-one (21)** working days of the last day worked in the case of a dismissal, shall be forfeited and waived by the aggrieved party.

## 13.3 **Grievance Procedure**

All grievances shall be submitted in writing and shall set forth, clearly, the issues and contentions of the aggrieved party. The party receiving the grievances shall then reply, in writing, setting forth an answer to the points raised in the grievance, within fourteen (14) working days of receipt of the grievance. In the event that a party fails to respond to the party bringing the grievance within fourteen (14) days, the grievance shall be deemed advanced to the next step.

The procedure for adjustment of grievances shall be as follows:

Step 1: The parties will meet and/or discuss the grievance with an effort to resolve the matter. If a satisfactory settlement cannot be reached within thirty (30) working days of receipt of the grievance at this step, the matter may then be referred to arbitration as established by Article 14.

In any event, the grievance procedure shall be considered completed no later than ninety (90) working days from receipt of the Company's final response at this step, which shall be specified in writing, and Article 14 shall then apply.

13.4 Time limits referred to above shall be strictly adhered to unless mutual agreement is reached to change them.

### 13.5 **Right to Representation**

Where an employee is to receive a verbal warning or written notice of formal disciplinary action, a Shop Steward shall be present.

***Where an employee is to be subjected to discharge, a Union Representative, or their designate, shall be present.***

### **Article 14 – Arbitration**

14.1 In the event arbitration is to be invoked, the request must be made in writing to the other party within ten (10) working days of the completion of the grievance procedure. At this time, the Union and Company will attempt to come to an agreement on selecting a single arbitrator.

14.2 In the event that they are unable to agree on a single arbitrator, the Director of Mediation Services for the Province of Alberta shall be asked to appoint an arbitrator.

14.3 The arbitrator shall meet as soon as possible in the presence of both parties to hear evidence and receive representations.

14.4 The arbitrator shall not have jurisdiction to alter or change the provisions of this Agreement or to substitute new provisions in lieu thereof, nor to give a decision inconsistent with the terms or provisions of this Agreement. **They** shall, however, have authority to alter or amend a disciplinary penalty.

14.5 Each of the parties hereto shall equally bear the expense of the arbitrator.

### **Article 15 – Strikes and Lockouts**

There shall be no strikes or lockouts during the term of this Agreement, as per Sections 71 and 72 of the Alberta Labour Relations Code.

## Article 16 – Visits to Factory

### 16.1 **Interviewing Employees on Company Time**

The Union agrees that wherever possible, the interviewing of employees shall be conducted during lunch hours. After notifying the Company and at a reasonable and mutually agreed time, interviews may take place during work hours but they shall not exceed fifteen (15) minutes unless mutually agreed otherwise. They will be held in a place designated by Management.

16.2 A Union Representative, after notifying the Company and at a reasonable and mutually agreed time, shall be permitted to observe working conditions, review the hours of work schedule, time sheets, and in the event of any discrepancies, shall be authorized to file a grievance on behalf of the Union.

### 16.3 **Workplace Visits**

A Union Representative shall be entitled to visit the plant with the approval of the Company, such approval shall not be unreasonably denied, for the purpose of dealing with matters arising from the interpretation, application, or operation of this Agreement, and shall observe all reasonable rules and procedures applicable to visitors of the plant.

## Article 17 – Bulletin Board

(a) The Company shall provide a space for a Union bulletin board in a mutually agreed upon place visible to all employees.

(b) Notices

Notices pertaining to Union meetings, Union newsletters, or information arising out of Labour Legislation may be posted on the

bulletin board by mutual agreement between the Union and the Company.

- (c) Should mutual agreement not be reached, the parties agree that the notice shall not be posted but shall be forwarded by facsimile to Arbitrator Andrew Sims, Q.C. who shall decide within seventy-two (72) hours as to whether the notice is appropriate and can be posted or not. In the event that Arbitrator Sims is unavailable then the parties shall remit the matter to Mr. Tom A.B. Jolliffe, Q.C. who shall decide within seventy-two (72) hours as to whether the notice is appropriate and can be posted or not.
- (d) The Parties agree to share equally the cost of the Arbitrator.

#### Article 18 – Health and Safety

The Company agrees to ensure, as far as is reasonably practical to do so, the health and safety of the employees. The parties also recognize the responsibility of employees to work safely and follow safe work practices. The Union will cooperate in achieving these results.

#### Article 19 – Joint Work Site Health and Safety Committee

- (a) There will be a Joint Work Site Health and Safety Committee. The purpose of this Committee will be the promotion of occupational health and safe work practices in the work place. Employee representatives will be elected from and by the bargaining unit members. The maximum number of employee participants on the Committee will be three (3) and a minimum number of participants will be two (2). Two (2) or three (3) representatives will be appointed by the Company.
- (b) Meetings shall be held every two (2) months. Employees shall be paid at their applicable rate of pay.

## Article 20 – Discipline and Discharge

### 20.1 **Just Cause for Discipline or Discharge**

No employee shall be disciplined or discharged except for just cause.

#### 20.2 (a) **Right to Representation**

No employee shall be subjected to a disciplinary interview or be given a written reprimand, warning letter, or be suspended or dismissed except in the presence of a Shop Steward where a Shop Steward is available at the time. In the event that a Shop Steward is not available at the time, the Company shall attempt to contact a Union Representative and advise them at least twelve (12) hours in advance that a disciplinary meeting will be held. In the event that a person contacted is not available for the meeting, another member of the bargaining unit shall be selected by the employee.

In the event that a Shop Steward or Union Representative is not available at the time, an employee may be suspended pending the disciplinary meeting and any time lost can be the subject of a grievance.

An employee who wishes to be unrepresented during one of the situations above, may only do so after consultation with a Shop Steward or Union Representative.

- (b) Employees may request their right to the presence of a Shop Steward, or in ***their*** absence, another member of the bargaining unit as selected by the employee during random security check of bags, purses, and parcels.
- (c) If the Steward, Union Representative, or another member of the bargaining unit is present in accordance with (a) or (b) above, ***they*** may advise the employee.

(d) A “disciplinary interview” is defined as a meeting with an employee where the Company is contemplating disciplining the employee.

(e) **Sunset Clause**

No reprimands shall remain on an employee’s personnel file after one (1) year nor shall they be used in any disciplinary action after that time. No suspensions shall remain on an employee’s personnel file after two (2) years nor shall they be used in any disciplinary action after that time.

(f) **Personnel Files and Discipline Records**

An employee will be given a copy of any discipline which will be placed on their personnel file. An employee may request and shall receive copies of any discipline on their personnel file.

(g) ***Any employee or the Union can see, review, and make copies of their personnel file at any time. An employee’s personnel file shall include any records that in any way relate to their employment regardless of whether they are stored on or off location.***

20.3 **Shop Stewards**

A current list of Shop Stewards shall be provided to the Company and updated as required. The Shop Stewards will be authorized to deal with Union business (including but not limited to grievances and health and safety). Shop Stewards will be allowed to leave their work to carry out the functions as identified in this article, with pay and without loss of any benefit, right, or privilege, provided permission to leave their work and agreement on the length of time away from their work has been acquired from their Supervisor. Such permission shall not be unreasonably withheld.

## Article 21 – Discrimination

21.1 There shall be no discrimination, harassment, restriction, or coercion exercised or practiced by either party in respect of any employee by reason of:

- Age;
- Race;
- Colour;
- Creed;
- National *or ethnic* origin;
- ***Place of origin;***
- ***Ancestry;***
- Political affiliation;
- ***Religious beliefs;***
- ***Gender;***
- ***Gender identity;***
- ***Gender expression;***
- Sex;
- ***Sexual orientation;***
- Marital status;
- ***Family status;***
- ***Source of income;***
- Physical disability;
- Mental disability;
- ***Genetic characteristics;***
- ***Conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered;***
- Membership or activity in the Union;
- Reporting to the Union any violation of the provisions of the Collective Agreement;
- Exercising any right conferred under this Agreement or any law of Canada or Alberta.



***Should the governments of Alberta or Canada enact human rights legislation that adds to the above list of prohibited grounds, such additions shall be deemed incorporated into the Collective Agreement.***

## Article 22 – Expiration and Renewal

This Agreement shall be effective from date of signing and shall remain in force until December 31<sup>st</sup>, **2021**, and thereafter from year to year; but either Party may, not more than one hundred twenty (120) days and not less than sixty (60) days before the expiry date or renewal date of such Agreement, give notice, in writing, to the other Party to (a) terminate such Agreement, or (b) to negotiate revisions thereof.

Should either Party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement until:

- (i) The Union serves notice of strike in accordance with the Alberta Labour Relations Code.
- (ii) The Company serves notice of lockout in accordance with the Alberta Labour Relations Code.

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

For The Company:

For The Union:

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

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

Company Committee:

Bargaining Committee:

Colin Ruttle  
**Brandi Tracksell**  
**Clarke Jay**

**Renato Dizon**  
**Kassandra Klita**  
Carolyn Snow  
Usha Saduera  
**Tom Hesse**  
**Charmaine St. Germain**  
**Michael Hughes**

This Agreement was ratified on **October 3<sup>rd</sup>, 2018.**

## Appendix A – Rates of Pay

**The parties agree to the wage provisions reflected in the Wage Grid tables below with the following clarifications:**

- **All employees employed on October 3<sup>rd</sup>, 2018, shall be paid a lump sum payment equal to fifty (\$0.50) cents per hour for all hours worked from January 1<sup>st</sup>, 2018, to the October 3<sup>rd</sup>, 2018.**
- **Employees listed as “red-circled” shall receive annual wage increases of fifty (\$0.50) cents per hour on October 3<sup>rd</sup>, 2018 and on each September 1<sup>st</sup> thereafter.**
- **Employees listed as “grid” shall receive wage increases consistent with their placement on the wage grids and outlined in the table in Appendix “A”.**

### Employee Placement in Job Classifications

**Employee placement in job classifications in the new wage grid reflect the parties’ understanding of each employee’s actual job duties and assignments. The Union reserves the right to revisit, and grieve if necessary, any issue with respect to such placement as such issues may arise.**

## Wage Grids

**Employees hired after October 3<sup>rd</sup>, 2018, shall be paid in accordance with the wage grids below:**

<b>Maintenance</b>	<b>October 3<sup>rd</sup>, 2018</b>	<b>September 1<sup>st</sup>, 2019</b>	<b>September 1<sup>st</sup>, 2020</b>	<b>September 1<sup>st</sup>, 2021</b>
<b>Start Rate</b>	<b>\$ 21.50</b>	<b>\$ 21.50</b>	<b>\$ 21.50</b>	<b>\$ 21.50</b>
<b>1 Year or more</b>	<b>\$ 21.90</b>	<b>\$ 21.90</b>	<b>\$ 21.90</b>	<b>\$ 21.90</b>
<b>2 Years or more</b>	<b>\$ 22.30</b>	<b>\$ 22.30</b>	<b>\$ 22.30</b>	<b>\$ 22.30</b>
<b>3 Years or more</b>	<b>\$ 22.70</b>	<b>\$ 22.70</b>	<b>\$ 22.70</b>	<b>\$ 22.70</b>
<b>4 Years or more</b>	<b>\$ 23.10</b>	<b>\$ 23.10</b>	<b>\$ 23.10</b>	<b>\$ 23.10</b>
<b>5 Years or more</b>	<b>\$ 23.50</b>	<b>\$ 23.50</b>	<b>\$ 23.50</b>	<b>\$ 23.50</b>
<b>6 Years or more</b>	<b>\$ 23.90</b>	<b>\$ 23.90</b>	<b>\$ 23.90</b>	<b>\$ 23.90</b>
<b>7 Years or more</b>	<b>\$ 24.30</b>	<b>\$ 24.30</b>	<b>\$ 24.30</b>	<b>\$ 24.30</b>
<b>8 Years or more (Top Rate)</b>	<b>\$ 25.25</b>	<b>\$ 25.25</b>	<b>\$ 25.25</b>	<b>\$ 25.25</b>

<b>Baking Specialist</b>	<b>October 3<sup>rd</sup>, 2018</b>	<b>September 1<sup>st</sup>, 2019</b>	<b>September 1<sup>st</sup>, 2020</b>	<b>September 1<sup>st</sup>, 2021</b>
<b>Start Rate</b>	<b>\$ 20.50</b>	<b>\$ 20.50</b>	<b>\$ 20.50</b>	<b>\$ 20.50</b>
<b>1 Year or more</b>	<b>\$ 20.90</b>	<b>\$ 20.90</b>	<b>\$ 20.90</b>	<b>\$ 20.90</b>
<b>2 Years or more</b>	<b>\$ 21.30</b>	<b>\$ 21.30</b>	<b>\$ 21.30</b>	<b>\$ 21.30</b>
<b>3 Years or more</b>	<b>\$ 21.70</b>	<b>\$ 21.70</b>	<b>\$ 21.70</b>	<b>\$ 21.70</b>
<b>4 Years or more</b>	<b>\$ 22.10</b>	<b>\$ 22.10</b>	<b>\$ 22.10</b>	<b>\$ 22.10</b>
<b>5 Years or more</b>	<b>\$ 22.50</b>	<b>\$ 22.50</b>	<b>\$ 22.50</b>	<b>\$ 22.50</b>
<b>6 Years or more</b>	<b>\$ 22.90</b>	<b>\$ 22.90</b>	<b>\$ 22.90</b>	<b>\$ 22.90</b>
<b>7 Years or more</b>	<b>\$ 23.30</b>	<b>\$ 23.30</b>	<b>\$ 23.30</b>	<b>\$ 23.30</b>
<b>8 Years or more (Top Rate)</b>	<b>\$ 24.25</b>	<b>\$ 24.25</b>	<b>\$ 24.25</b>	<b>\$ 24.25</b>

<b>Baking Assistant</b>	<b>October 3<sup>rd</sup>, 2018</b>	<b>September 1<sup>st</sup>, 2019</b>	<b>September 1<sup>st</sup>, 2020</b>	<b>September 1<sup>st</sup>, 2021</b>
<b>Start Rate</b>	<b>\$ 18.75</b>	<b>\$ 18.75</b>	<b>\$ 18.75</b>	<b>\$ 18.75</b>
<b>1 Year or more</b>	<b>\$ 19.15</b>	<b>\$ 19.15</b>	<b>\$ 19.15</b>	<b>\$ 19.15</b>
<b>2 Years or more</b>	<b>\$ 19.55</b>	<b>\$ 19.55</b>	<b>\$ 19.55</b>	<b>\$ 19.55</b>
<b>3 Years or more</b>	<b>\$ 19.95</b>	<b>\$ 19.95</b>	<b>\$ 19.95</b>	<b>\$ 19.95</b>
<b>4 Years or more</b>	<b>\$ 20.35</b>	<b>\$ 20.35</b>	<b>\$ 20.35</b>	<b>\$ 20.35</b>
<b>5 Years or more</b>	<b>\$ 20.75</b>	<b>\$ 20.75</b>	<b>\$ 20.75</b>	<b>\$ 20.75</b>
<b>6 Years or more</b>	<b>\$ 21.15</b>	<b>\$ 21.15</b>	<b>\$ 21.15</b>	<b>\$ 21.15</b>
<b>7 Years or more</b>	<b>\$ 21.55</b>	<b>\$ 21.55</b>	<b>\$ 21.55</b>	<b>\$ 21.55</b>
<b>8 Years or more (Top Rate)</b>	<b>\$ 22.50</b>	<b>\$ 22.50</b>	<b>\$ 22.50</b>	<b>\$ 22.50</b>

<b>Decorator</b>	<b>October 3<sup>rd</sup>, 2018</b>	<b>September 1<sup>st</sup>, 2019</b>	<b>September 1<sup>st</sup>, 2020</b>	<b>September 1<sup>st</sup>, 2021</b>
<b>Start Rate</b>	<b>\$ 17.75</b>	<b>\$ 17.75</b>	<b>\$ 17.75</b>	<b>\$ 17.75</b>
<b>1 Year or more</b>	<b>\$ 18.15</b>	<b>\$ 18.15</b>	<b>\$ 18.15</b>	<b>\$ 18.15</b>
<b>2 Years or more</b>	<b>\$ 18.55</b>	<b>\$ 18.55</b>	<b>\$ 18.55</b>	<b>\$ 18.55</b>
<b>3 Years or more</b>	<b>\$ 18.95</b>	<b>\$ 18.95</b>	<b>\$ 18.95</b>	<b>\$ 18.95</b>
<b>4 Years or more</b>	<b>\$ 19.35</b>	<b>\$ 19.35</b>	<b>\$ 19.35</b>	<b>\$ 19.35</b>
<b>5 Years or more</b>	<b>\$ 19.75</b>	<b>\$ 19.75</b>	<b>\$ 19.75</b>	<b>\$ 19.75</b>
<b>6 Years or more</b>	<b>\$ 20.15</b>	<b>\$ 20.15</b>	<b>\$ 20.15</b>	<b>\$ 20.15</b>
<b>7 Years or more</b>	<b>\$ 20.55</b>	<b>\$ 20.55</b>	<b>\$ 20.55</b>	<b>\$ 20.55</b>
<b>8 Years or more (Top Rate)</b>	<b>\$ 21.50</b>	<b>\$ 21.50</b>	<b>\$ 21.50</b>	<b>\$ 21.50</b>

<b>Sanitation</b>	<b>October 3<sup>rd</sup>, 2018</b>	<b>September 1<sup>st</sup>, 2019</b>	<b>September 1<sup>st</sup>, 2020</b>	<b>September 1<sup>st</sup>, 2021</b>
<b>Start Rate</b>	<b>\$ 17.25</b>	<b>\$ 17.25</b>	<b>\$ 17.25</b>	<b>\$ 17.25</b>
<b>1 Year or more</b>	<b>\$ 17.65</b>	<b>\$ 17.65</b>	<b>\$ 17.65</b>	<b>\$ 17.65</b>
<b>2 Years or more</b>	<b>\$ 18.05</b>	<b>\$ 18.05</b>	<b>\$ 18.05</b>	<b>\$ 18.05</b>
<b>3 Years or more</b>	<b>\$ 18.45</b>	<b>\$ 18.45</b>	<b>\$ 18.45</b>	<b>\$ 18.45</b>
<b>4 Years or more</b>	<b>\$ 18.85</b>	<b>\$ 18.85</b>	<b>\$ 18.85</b>	<b>\$ 18.85</b>
<b>5 Years or more</b>	<b>\$ 19.25</b>	<b>\$ 19.25</b>	<b>\$ 19.25</b>	<b>\$ 19.25</b>
<b>6 Years or more</b>	<b>\$ 19.65</b>	<b>\$ 19.65</b>	<b>\$ 19.65</b>	<b>\$ 19.65</b>
<b>7 Years or more</b>	<b>\$ 20.05</b>	<b>\$ 20.05</b>	<b>\$ 20.05</b>	<b>\$ 20.05</b>
<b>8 Years or more (Top Rate)</b>	<b>\$ 21.00</b>	<b>\$ 21.00</b>	<b>\$ 21.00</b>	<b>\$ 21.00</b>

<b>Worker</b>	<b>October 3<sup>rd</sup>, 2018</b>	<b>September 1<sup>st</sup>, 2019</b>	<b>September 1<sup>st</sup>, 2020</b>	<b>September 1<sup>st</sup>, 2021</b>
<b>Start Rate</b>	<b>\$ 16.75</b>	<b>\$ 16.75</b>	<b>\$ 16.75</b>	<b>\$ 16.75</b>
<b>1 Year or more</b>	<b>\$ 17.15</b>	<b>\$ 17.15</b>	<b>\$ 17.15</b>	<b>\$ 17.15</b>
<b>2 Years or more</b>	<b>\$ 17.55</b>	<b>\$ 17.55</b>	<b>\$ 17.55</b>	<b>\$ 17.55</b>
<b>3 Years or more</b>	<b>\$ 17.95</b>	<b>\$ 17.95</b>	<b>\$ 17.95</b>	<b>\$ 17.95</b>
<b>4 Years or more</b>	<b>\$ 18.35</b>	<b>\$ 18.35</b>	<b>\$ 18.35</b>	<b>\$ 18.35</b>
<b>5 Years or more</b>	<b>\$ 18.75</b>	<b>\$ 18.75</b>	<b>\$ 18.75</b>	<b>\$ 18.75</b>
<b>6 Years or more</b>	<b>\$ 19.15</b>	<b>\$ 19.15</b>	<b>\$ 19.15</b>	<b>\$ 19.15</b>
<b>7 Years or more</b>	<b>\$ 19.55</b>	<b>\$ 19.55</b>	<b>\$ 19.55</b>	<b>\$ 19.55</b>
<b>8 Years or more (Top Rate)</b>	<b>\$ 20.50</b>	<b>\$ 20.50</b>	<b>\$ 20.50</b>	<b>\$ 20.50</b>

<b>Rover</b>	<b>October 3<sup>rd</sup>, 2018</b>	<b>September 1<sup>st</sup>, 2019</b>	<b>September 1<sup>st</sup>, 2020</b>	<b>September 1<sup>st</sup>, 2021</b>
<b>Start Rate</b>	<b>\$ 17.25</b>	<b>\$ 17.25</b>	<b>\$ 17.25</b>	<b>\$ 17.25</b>
<b>1 Year or more</b>	<b>\$ 17.65</b>	<b>\$ 17.65</b>	<b>\$ 17.65</b>	<b>\$ 17.65</b>
<b>2 Years or more</b>	<b>\$ 18.05</b>	<b>\$ 18.05</b>	<b>\$ 18.05</b>	<b>\$ 18.05</b>
<b>3 Years or more</b>	<b>\$ 18.45</b>	<b>\$ 18.45</b>	<b>\$ 18.45</b>	<b>\$ 18.45</b>
<b>4 Years or more</b>	<b>\$ 18.85</b>	<b>\$ 18.85</b>	<b>\$ 18.85</b>	<b>\$ 18.85</b>
<b>5 Years or more</b>	<b>\$ 19.25</b>	<b>\$ 19.25</b>	<b>\$ 19.25</b>	<b>\$ 19.25</b>
<b>6 Years or more</b>	<b>\$ 19.65</b>	<b>\$ 19.65</b>	<b>\$ 19.65</b>	<b>\$ 19.65</b>
<b>7 Years or more</b>	<b>\$ 20.05</b>	<b>\$ 20.05</b>	<b>\$ 20.05</b>	<b>\$ 20.05</b>
<b>8 Years or more (Top Rate)</b>	<b>\$ 21.00</b>	<b>\$ 21.00</b>	<b>\$ 21.00</b>	<b>\$ 21.00</b>

<b>Shipper</b>	<b>October 3<sup>rd</sup>, 2018</b>	<b>September 1<sup>st</sup>, 2019</b>	<b>September 1<sup>st</sup>, 2020</b>	<b>September 1<sup>st</sup>, 2021</b>
<b>Start Rate</b>	<b>\$ 18.75</b>	<b>\$ 18.75</b>	<b>\$ 18.75</b>	<b>\$ 18.75</b>
<b>1 Year or more</b>	<b>\$ 19.15</b>	<b>\$ 19.15</b>	<b>\$ 19.15</b>	<b>\$ 19.15</b>
<b>2 Years or more</b>	<b>\$ 19.55</b>	<b>\$ 19.55</b>	<b>\$ 19.55</b>	<b>\$ 19.55</b>
<b>3 Years or more</b>	<b>\$ 19.95</b>	<b>\$ 19.95</b>	<b>\$ 19.95</b>	<b>\$ 19.95</b>
<b>4 Years or more</b>	<b>\$ 20.35</b>	<b>\$ 20.35</b>	<b>\$ 20.35</b>	<b>\$ 20.35</b>
<b>5 Years or more</b>	<b>\$ 20.75</b>	<b>\$ 20.75</b>	<b>\$ 20.75</b>	<b>\$ 20.75</b>
<b>6 Years or more</b>	<b>\$ 21.15</b>	<b>\$ 21.15</b>	<b>\$ 21.15</b>	<b>\$ 21.15</b>
<b>7 Years or more</b>	<b>\$ 21.55</b>	<b>\$ 21.55</b>	<b>\$ 21.55</b>	<b>\$ 21.55</b>
<b>8 Years or more (Top Rate)</b>	<b>\$ 22.50</b>	<b>\$22.50</b>	<b>\$ 22.50</b>	<b>\$ 22.50</b>

<b>Delivery Driver (Part-Time)</b>	<b>October 3<sup>rd</sup>, 2018</b>	<b>September 1<sup>st</sup>, 2019</b>	<b>September 1<sup>st</sup>, 2020</b>	<b>September 1<sup>st</sup>, 2021</b>
<b>Start Rate</b>	<b>\$ 16.50</b>	<b>\$ 16.50</b>	<b>\$ 16.50</b>	<b>\$ 16.50</b>
<b>1 Year or more</b>	<b>\$ 16.90</b>	<b>\$ 16.90</b>	<b>\$ 16.90</b>	<b>\$ 16.90</b>
<b>2 Years or more</b>	<b>\$ 17.30</b>	<b>\$ 17.30</b>	<b>\$ 17.30</b>	<b>\$ 17.30</b>
<b>3 Years or more</b>	<b>\$ 17.70</b>	<b>\$ 17.70</b>	<b>\$ 17.70</b>	<b>\$ 17.70</b>
<b>4 Years or more</b>	<b>\$ 18.10</b>	<b>\$ 18.10</b>	<b>\$ 18.10</b>	<b>\$ 18.10</b>
<b>5 Years or more</b>	<b>\$ 18.50</b>	<b>\$ 18.50</b>	<b>\$ 18.50</b>	<b>\$ 18.50</b>
<b>6 Years or more</b>	<b>\$ 18.90</b>	<b>\$ 18.90</b>	<b>\$ 18.90</b>	<b>\$ 18.90</b>
<b>7 Years or more</b>	<b>\$ 19.30</b>	<b>\$ 19.30</b>	<b>\$ 19.30</b>	<b>\$ 19.30</b>
<b>8 Years or more (Top Rate)</b>	<b>\$ 20.25</b>	<b>\$ 20.25</b>	<b>\$ 20.25</b>	<b>\$ 20.25</b>

**Employees employed on October 3<sup>rd</sup>, 2018, shall be paid according to the following table:**

<b>Last Name</b>	<b>First Name</b>	<b>Start Date</b>	<b>Red-Circle/ Grid</b>	<b>Agreed Classification</b>	<b>Pre-Rat. Rate</b>	<b>Oct 3<sup>rd</sup> 2018</b>	<b>September 1st</b>		
						<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>
██████	██████	2018-09-04	Grid	<b>Baking Specialist</b>	20.50	20.50	20.50	20.90	21.30
██████	██████	2014-11-17	Red-Circle	<b>Baking Assistant</b>	20.04	20.54	21.04	21.54	22.04
██████	██████	2015-09-14	Grid	<b>Baking Assistant</b>	18.78	19.95	19.95	20.35	20.75
██████	██████	2017-07-17	Grid	<b>Baking Assistant</b>	18.50	19.15	19.55	19.95	20.35
██████	██████	2017-09-28	Grid	<b>Baking Assistant</b>	18.50	19.15	19.15	19.55	19.95
██████	██████	1990-05-01	Red-Circle	<b>Decorator</b>	24.53	25.03	25.53	26.03	26.53
██████	██████	1992-05-04	Red-Circle	<b>Decorator</b>	24.27	24.77	25.27	25.77	26.27
██████	██████	1997-06-18	Red-Circle	<b>Decorator</b>	22.81	23.31	23.81	24.31	24.81
██████	██████	1997-10-27	Red-Circle	<b>Decorator</b>	24.27	24.77	25.27	25.77	26.27
██████	██████	2004-09-20	Red-Circle	<b>Decorator</b>	21.93	22.43	22.93	23.43	23.93



████	██████	2008-09-29	Grid	Decorator	19.64	21.50	21.50	21.50	21.50
██████	██	2011-03-15	Grid	Decorator	19.01	20.55	21.50	21.50	21.50
██	██████	2011-05-10	Grid	Decorator	19.56	20.55	21.50	21.50	21.50
██████	████	2012-08-07	Grid	Decorator	17.97	20.15	20.55	21.50	21.50
██████	████	2013-10-01	Grid	Decorator	17.22	19.75	19.75	20.15	20.55
██████	██████	2014-05-12	Red-Circle	Decorator	19.27	19.77	20.27	20.77	21.27
██████	████	2011-07-25	Grid	Maintenance	23.43	24.30	25.25	25.25	25.25
████	████	2018-06-12	Grid	Delivery Driver	16.50	16.50	16.90	17.30	17.70
██████	████	2014-10-15	Red-Circle	Rover	20.29	20.79	21.29	21.79	22.29
██	████	2015-10-19	Grid	Rover	17.63	18.05	18.45	18.85	19.25
██████	████	2016-09-15	Grid	Rover	16.35	18.05	18.05	18.45	18.85
██████	██	2017-08-21	Grid	Rover	16.35	17.65	18.05	18.45	18.85
██████	██████	2018-06-25	Grid	Rover	16.50	17.25	17.65	18.05	18.45
████	████	2018-09-04	Grid	Rover	16.50	17.25	17.25	17.65	18.05
████	██████	2014-10-20	Red-Circle	Sanitation	18.73	19.23	19.73	20.23	20.73
████	██████	2014-03-17	Red-Circle	Sanitation	21.20	21.70	22.20	22.70	23.20
██████	████	2018-07-24	Grid	Sanitation	16.50	17.25	17.65	18.05	18.45
██	████	2018-08-06	Grid	Sanitation	16.50	17.25	17.65	18.05	18.45
████	████	2014-07-14	Red-Circle	Shipper	21.65	22.15	22.65	23.15	23.65
██	████	2016-06-20	Grid	Shipper	19.50	19.55	19.95	20.35	20.75
██	██████	2007-08-20	Grid	Worker	18.78	20.50	20.50	20.50	20.50
██████	████	2017-10-02	Grid	Worker	16.00	16.75	17.15	17.55	17.95

**Appendix B – Job Classifications**

<b>Classification</b>	<b>Description</b>
<b>Baking Assistant</b>	<ul style="list-style-type: none"> <li>• <b>Scaling ingredients and tasks associated with scaling;</b></li> <li>• <b>Cooking ingredients and tasks associated with cooking;</b></li> <li>• <b>All tasks related to baking all cakes and cheesecakes;</b></li> <li>• <b>All tasks related to the production of mousses, icings, truffles, and any other components;</b></li> <li>• <b>Retrieval, set up, operation, disassembly, and removal of all equipment in the baking department;</b></li> <li>• <b>Cleaning tasks related to baking, cooking, and scaling area;</b></li> <li>• <b>Baking preparation work:</b> <ul style="list-style-type: none"> <li>○ <b>Depanning layers;</b></li> <li>○ <b>Spinning graham;</b></li> <li>○ <b>Pressing dough/graham;</b></li> <li>○ <b>Individual cup set up;</b></li> <li>○ <b>Greasing pans;</b></li> <li>○ <b>Other baking prep operations as needed;</b></li> </ul> </li> <li>• <b>Other related duties.</b></li> </ul>
<b>Baking Specialist</b>	<ul style="list-style-type: none"> <li>• <b>Employee has a certification in Baking or equivalent industry experience;</b></li> <li>• <b>Implements corrective action on procedures and recipes;</b></li> <li>• <b>Scaling ingredients and tasks associated with scaling;</b></li> <li>• <b>Cooking ingredients and tasks associated with cooking;</b></li> <li>• <b>All tasks related to baking all cakes and cheesecakes;</b></li> <li>• <b>All tasks related to the production of mousses, icings, truffles, and any other components;</b></li> <li>• <b>Retrieval, set up, operation, disassembly, and</b></li> </ul>

	<p><i>removal of all equipment in the baking department;</i></p> <ul style="list-style-type: none"> <li>• <i>Cleaning tasks related to baking, cooking, and scaling area;</i></li> <li>• <i>Baking preparation work:</i> <ul style="list-style-type: none"> <li>○ <i>Depanning layers;</i></li> <li>○ <i>Spinning graham;</i></li> <li>○ <i>Pressing dough/graham;</i></li> <li>○ <i>Individual cup set up;</i></li> <li>○ <i>Greasing pans;</i></li> <li>○ <i>Other baking prep operations as needed;</i></li> </ul> </li> <li>• <i>Other related duties.</i></li> </ul>
<p><b>Decorator</b></p>	<ul style="list-style-type: none"> <li>• <i>Cake decorating and retrieval/prep of ingredients/components/equipment/utensils/etc. related to decorating;</i></li> <li>• <i>Finishing product and retrieval/prep of ingredients/components/equipment/utensils/etc. related to finishing;</i></li> <li>• <i>Retrieval, set up, continuous filling, and operation of all components in pre-finish and finishing areas;</i></li> <li>• <i>Non-equipment related work:</i> <ul style="list-style-type: none"> <li>○ <i>Depanning;</i></li> <li>○ <i>Racking;</i></li> <li>○ <i>Boxing;</i></li> <li>○ <i>Moving racks/trays;</i></li> <li>○ <i>Other related tasks;</i></li> </ul> </li> <li>• <i>Baking preparation work:</i> <ul style="list-style-type: none"> <li>○ <i>Depanning layers;</i></li> <li>○ <i>Spinning graham;</i></li> <li>○ <i>Pressing dough/graham;</i></li> <li>○ <i>Individual cup set up;</i></li> <li>○ <i>Greasing pans;</i></li> <li>○ <i>Other baking prep operations as needed;</i></li> </ul> </li> <li>• <i>Sanitation tasks:</i> <ul style="list-style-type: none"> <li>○ <i>Cleaning tasks related to production lines/baking prep areas and surroundings;</i></li> <li>○ <i>Bringing equipment and utensils to washbay;</i></li> </ul> </li> <li>• <i>Other related duties.</i></li> </ul>

<p><b>Maintenance</b></p>	<ul style="list-style-type: none"> <li>• <b>Maintenance of all production equipment within the facility and completion of all associated tasks;</b></li> <li>• <b>Maintaining and repairing the production facility;</b></li> <li>• <b>Retrieval, set up, operation, disassembly, and removal of all equipment;</b></li> <li>• <b>Forklift operation;</b></li> <li>• <b>Sanitation tasks related to the department and equipment maintenance;</b></li> <li>• <b>Other related duties.</b></li> </ul>
<p><b>Rover</b></p>	<ul style="list-style-type: none"> <li>• <b>Operate cutting machine;</b></li> <li>• <b>Aid scaling in measuring ingredients;</b></li> <li>• <b>Aid shipping in picking orders;</b></li> <li>• <b>Aid sanitation in cleaning equipment and utensils;</b></li> <li>• <b>Non-equipment related work:</b> <ul style="list-style-type: none"> <li>○ <b>Depanning;</b></li> <li>○ <b>Racking;</b></li> <li>○ <b>Boxing;</b></li> <li>○ <b>Moving racks/trays;</b></li> <li>○ <b>Other related tasks.</b></li> </ul> </li> <li>• <b>Baking preparation work:</b> <ul style="list-style-type: none"> <li>○ <b>Depanning layers;</b></li> <li>○ <b>Spinning graham;</b></li> <li>○ <b>Pressing dough/graham;</b></li> <li>○ <b>Individual cup set up;</b></li> <li>○ <b>Greasing pans;</b></li> <li>○ <b>Other baking prep operations as needed.</b></li> </ul> </li> <li>• <b>Cleaning tasks related to production lines/baking prep areas and surroundings;</b></li> <li>• <b>Continuous filling of equipment in pre-finish and finishing areas only as needed;</b></li> <li>• <b>Other related duties.</b></li> </ul>
<p><b>Sanitation</b></p>	<ul style="list-style-type: none"> <li>• <b>All cleaning and sanitation tasks within the facility;</b></li> <li>• <b>Other related duties.</b></li> </ul>

<p><b>Shipper</b></p>	<ul style="list-style-type: none"> <li>• <b>Receiving and shipping all product and ingredients and any tasks associated with the shipping and receiving of product;</b></li> <li>• <b>Proper rotation of ingredient/product;</b></li> <li>• <b>Proper storage of ingredient/product;</b></li> <li>• <b>Picking orders;</b></li> <li>• <b>Operation of equipment in department;</b></li> <li>• <b>Delivery of goods to customers as needed;</b></li> <li>• <b>Cleaning tasks associated with department and coolers/freezers;</b></li> <li>• <b>Other related duties.</b></li> </ul>
<p><b>Worker</b></p>	<ul style="list-style-type: none"> <li>• <b>Non-equipment related work:</b> <ul style="list-style-type: none"> <li>○ <b>Depanning;</b></li> <li>○ <b>Racking;</b></li> <li>○ <b>Boxing;</b></li> <li>○ <b>Moving racks/trays;</b></li> <li>○ <b>Other related tasks;</b></li> </ul> </li> <li>• <b>Baking preparation work:</b> <ul style="list-style-type: none"> <li>○ <b>Depanning layers;</b></li> <li>○ <b>Spinning graham;</b></li> <li>○ <b>Pressing dough/graham;</b></li> <li>○ <b>Individual cup set up;</b></li> <li>○ <b>Greasing pans;</b></li> <li>○ <b>Other baking prep operations as needed;</b></li> </ul> </li> <li>• <b>Sanitation tasks:</b> <ul style="list-style-type: none"> <li>○ <b>Cleaning tasks related to production lines/baking prep areas and surroundings;</b></li> <li>○ <b>Bringing equipment and utensils to washbay;</b></li> </ul> </li> <li>• <b>Other related duties.</b></li> </ul>
<p><b>Delivery Driver</b></p>	<ul style="list-style-type: none"> <li>• <b>Pick orders for delivery;</b></li> <li>• <b>Wrap and organize deliveries;</b></li> <li>• <b>Proper operation of vehicle;</b></li> <li>• <b>Delivery of goods to customers and associated tasks;</b></li> <li>• <b>Other related duties.</b></li> </ul>

## Letter of Understanding #1 – Hours of Work/Breaks

To resolve the matter of scheduling breaks, the Parties agree as follows:

### Production Line Employees

1. The work day shall contain two (2) fifteen (15) minute paid rest periods as per **Article** 6.3 and one (1) fifteen (15) minute unpaid lunch break.

***On October 3<sup>rd</sup>, 2019, the above-noted fifteen (15) minute unpaid lunch break shall increase to a thirty (30) minute unpaid lunch break.***

### Non-Production Line Employees

2. The work day shall contain two (2) fifteen (15) minute paid rest periods as per **Article** 6.3 and these employees shall retain the discretion as to whether they take up to a thirty (30) minute unpaid lunch break or not.

This Letter of Understanding shall remain in full force and effect for the duration of the current Collective Agreement, requiring renewal thereafter.

## Letter of Understanding #2 – Full-Time Employment

Employees employed as full-time employees on August 1<sup>st</sup>, 2009 shall maintain their status as full-time employees with the associated rights under the Collective Agreement applying to full-time employees during the term of the Collective Agreement dated from date of signing to December 31<sup>st</sup>, **2021**.

Letter of Understanding #2 shall continue to be interpreted in accord with the previous practice and understanding to protect full-time employees from being reclassified to part-time. It shall not be interpreted as a “no-layoff” provision.

All employees hired prior to January 1<sup>st</sup>, 2006 shall not be subject to layoff during the term of this Collective Agreement.

The employees listed below will be guaranteed that they will not be reduced to less than four (4) shifts in a week when production is scheduled. This guarantee does not include when production is not scheduled.

The employees are:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

This Letter of Understanding shall not apply in the event the Company ceases operations in Alberta.

Letter of Understanding #3 – **Bargaining Unit Exclusions**

**1. In the event the Union applies to the Labour Relations Board (the “Board”) to determine the inclusion/exclusion of [REDACTED]  
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  
[REDACTED], the parties agree to cooperate in the Board process as follows:**

- (a) Jointly advise the Board that the parties have made earnest attempts to resolve the matter and have been unable to do so;**
- (b) Jointly ask the Board to appoint a single Vice Chair who can mediate/adjudicate the matter within six (6) months, including:**
  - (i) Having each employee appear before the Vice Chair to be questioned by the Vice Chair, with follow up questions from the Union or Company;**

- (ii) Neither party will be represented by a lawyer;***
- (iii) Providing the written job descriptions and organization charts and any other document requested by the Vice Chair;***
- (iv) Having the Union and Company provide oral arguments, with the Vice Chair making any required final and binding determination on inclusion or exclusion and resultant terms and conditions of employment under the Collective Agreement.***

***2. If the Company intends to exclude a person from the bargaining unit under the Certificate, it will first negotiate with the Union. If the parties are unable to resolve the matter and the Union applies to the Board, the parties agree to cooperate in the similar process set out in point 1 above.***

#### Letter of Understanding #4 – Heating and Cooling

In addition to its current and ongoing efforts to provide proper heating, cooling, and ventilation, ***and in*** anticipation of enduring each winter season, ***the Company shall*** offer and provide up to five (5) long sleeve shirts, as required, to each employee.

This Letter of Understanding shall remain in full force and effect for the duration of the current Collective Agreement, requiring renewal thereafter.

#### Letter of Understanding #5 – Robin Hood Association

***The Company and the Union recognize the opportunity to work with the Robin Hood Association to provide meaningful employment for people with disabilities and as such, agree that Robin Hood employees will continue to be allowed to provide services for the Company for the term of this Agreement. However, no more than eight (8) Robin Hood***



**employees shall be allowed to work. The work that they do shall be confined to assembling and labeling of boxes.**

**Letter of Understanding #6 – Placement of** [REDACTED]

**Further to the settlement of this matter, [REDACTED] shall be placed into the bargaining unit effective April 18<sup>th</sup>, 2017, for all purposes under the Collective Agreement. They shall be placed in the Shipper/Receiver classification. The payment of Union dues is waived by UFCW Local 401 until the date of the Settlement (i.e. February 21<sup>st</sup>, 2018). Their rate of pay shall be as it was as of the Date of Settlement but shall be adjusted such that they will receive any applicable improvements under this Collective Agreement.**

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

For The Company:

For The Union:

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

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

Company Committee:

Bargaining Committee:

Colin Ruttle  
**Brandi Tracksell**  
**Clarke Jay**

**Renato Dizon**  
**Kassandra Klita**  
Carolyn Snow  
Usha Saduera  
**Tom Hesse**  
**Charmaine St. Germain**  
**Michael Hughes**

This Agreement was ratified on **October 3<sup>rd</sup>, 2018.**