

COLLECTIVE AGREEMENT

Between

LAWRENCE MEAT PACKING CO. LTD.

and

**UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL NO. 2000**

Chartered by the United Food and Commercial
Workers International Union, AFL-CIO, CLC

TERM OF AGREEMENT

September 1, 1994 - August 31, 1997

MEMORANDUM OF AGREEMENT

Made this ___ day of _____, 19__.

BETWEEN: **LAWRENCE MEAT PACKING CO. LTD.**, a body corporate carrying on business in the Province of British Columbia, hereinafter referred to as the

"EMPLOYER"

AND: UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION LOCAL 2000 AFL-CIO, CLC hereinafter referred to as the

"UNION"

WHEREAS: The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer 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 Union and the Employer mutually agree as follows:

(In this Agreement, except where specifically stated to the contrary, or where the context otherwise requires, words importing the masculine gender shall include the feminine gender.)

SECTION 1 BARGAINING AGENCY AND UNIT

The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees(s) except the General Manager, Plant Manager, Store Manager, and two (2) Assistant Managers employed at Lawrence Meat Packing Co. Ltd. and Butcher Block.

SECTION 2 UNION SHOP

- (a) The Employer agrees to retain in his employ, within the bargaining unit as outlined in Section 1 of this Agreement, only members of the Union in good standing.

The Employer shall be free to hire new employees who are not members of the Union, PROVIDED said non-members shall be eligible for membership in the Union and shall make application to the Union the first day of work and become a member within thirty (30) days.

- (b) The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the new employee his or her responsibility in regard to Union Membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire.

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

- (c) The Employer agrees to not employ persons who have full-time jobs with other Employers, except when qualified help is not available.
- (d) The Employer agrees that only employees included in the bargaining unit shall perform any of the work coming within the jurisdiction of this Agreement, except General Manager, Plant Manager, Store Manager, two (2) Assistant Managers.

In accordance with past practice, clean-up, which is not completed prior to the conclusion of a shift, may be contracted out so that the Plant will be operational for the following shift.

SECTION 3 DEDUCTION OF UNION DUES

The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, Union dues and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct union dues from the wages of all new employees. Each new employee, at the time of hire, shall sign an authorization for Union dues deductions. Such form will immediately be sent to the Union Office. (Union to supply appropriate form).

Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the fifteenth (15th) 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. Annual Union dues will be shown on the T-4 slips.

In the event of a change in the amount of Union dues or assessments, the Union will give the Employer at least

three (3) weeks prior notice of the effective date of the change or deduction as the case may be.

SECTION 4 HOURS OF WORK, OVERTIME, STATUTORY HOLIDAYS

- (a) Daily hours of work shall be consecutive with the exception of the meal period. In the event that "Daily hours of work are not consecutive", the second section of the employee's shift shall be paid for at the rate of time and one-half with a minimum of four (4) hours' pay at such rate. Duration of meal period will not be less than thirty (30) minutes and not more than sixty (60) minutes.
- (b) Regular meal periods shall be started not earlier than sixty (60) minutes prior to mid-shift nor later than sixty (60) minutes following mid-shift. Meal periods scheduled or taken other than these times will be considered as time worked, except that Truck Drivers may schedule their own meal periods in accordance with delivery requirements.
- (c) **Work Schedules**

The Employer shall post a weekly Work Schedule for all employees, not later than 5:00 p.m. Thursday in the Plant and 12:00 noon Friday in the Butcher Block of each week for the following week. If a new Work Schedule is not posted as stated above, then the schedule already posted shall apply for the following week.

An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood breakdown of machinery, breakdown of suppliers' trucks, or other instances of force majeure. In all other cases, at least twenty-four (24) hours' notice of any change of

schedule must be given. In the case of employees having their work schedule changed without at least twenty-four (24) hours' notice where required, they will be paid four (4) hours additional pay in lieu of notice.

Work Schedules shall **NOT** be used for disciplinary or discriminatory purposes.

(d) **Time Clocks**

The Employer shall provide time clocks to enable employees to record their time for payroll purposes.

Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods.

- (e) The basic work week in the Plant shall be forty (40) hours, consisting of five (5) eight (8) hour days, Monday to Friday inclusive. The basic work week in the Butcher Block shall be forty (40) hours, consisting of five (5) eight (8) hour days, Monday to Saturday inclusive. In a week in which one (1) statutory holiday occurs, the basic work week for full-time employees shall be reduced to thirty-two (32) hours, consisting of four (4) eight (8) hour days, and in a week in which two (2) statutory holidays occur, the basic work week for full-time employees shall be reduced to twenty-four (24) hours consisting of three (3) eight (8) hour days.

Notwithstanding the above, in the event that a statutory holiday falls on a Saturday or Sunday, then another day off with pay shall be given in lieu of the statutory holiday, either on the Friday prior to or the Monday following the statutory holiday.

(f) **Overtime Pay**

All time worked in excess of the regular working day, or the Basic Work weeks, as defined in sub-section (e) of this Section shall be paid for at the rate of time and one-half the employee's regular hourly rate of pay, for the first two (2) hours per day and eight (8) hours per week, and double time thereafter. However, work on Saturday shall be paid at regular rates of pay to any employee who did not work on, or was not paid for, more than four (4) days in the previous six (6) days. All time worked on Sunday shall be paid for at twice the employee's regular rate of pay, except the cattle feeder who will be paid time and one-half for Sunday.

When overtime becomes necessary it shall first be offered to the most senior employee who normally performs the job within the classification where the overtime is available.

When required to work overtime, an employee may decline if he or she has a valid reason. Such refusal shall be accepted provided there is another employee on the shift, when overtime is required, who is prepared to work the overtime and has the ability to perform the work required.

Rest Periods and Meal Periods During Overtime

If an employee is required to work in excess of one-and-a-half (1-1/2) hours of overtime, he or she shall be given a fifteen (15) minute paid rest period prior to the start of overtime. If the rest period is not taken, the employee shall be paid fifteen (15) minutes at overtime rates in lieu thereof.

Compensating Time Off Shall Not Be Given in Lieu of Overtime Pay

(g) Daily Guarantee

Full-time Employees

Unless terminated for reasons not requiring notice or pay in lieu thereof, outlined in Section 4 of this Collective Agreement, full-time employees shall receive pay for their full shift if sent home prior to completion of their full shift.

Part-time Employees

Shall be paid their regular hourly rate for each hour worked except where employed for less than four (4) consecutive hours per day, in which event, they shall receive a minimum of four (4) hours' pay. An employee who is called for work, and upon reporting finds that his or her services are not required, shall receive two (2) hours' pay.

Students

The above regulations for part-time employees apply to students when working on a day which is not a school day.

A student who is called for work on a school day must work a minimum of two (2) hours or be paid for two (2) hours. A student who is called to work on a school day and upon reporting for work finds that his or her services are not required, shall receive two (2) hours' pay.

(h) Statutory Holidays

The following days shall be considered Statutory Holidays:

New Year's Day	B.C. Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
Canada Day		

and all other public holidays proclaimed by the Federal and/or Provincial Governments.

Commencing with their fifth (5th) week of employment, employees shall receive the following Statutory Holiday pay:

Average hours worked in four (4) weeks preceding week in which holiday occurs:

Less than 16 hours:	No pay
16 but less than 24 hours:	4 hours' pay for each holiday
24 but less than 32 hours:	6 hours' pay for each holiday
32 or more hours:	8 hours' pay for each holiday

For purposes of determining Statutory Holiday pay entitlement for full-time employees, all paid time off and hours absent due to sickness or accident, shall be counted as hours worked if the full-time employee would have been scheduled to work such hours they were absent.

For purposes of determining Statutory Holiday pay entitlement for part-time employees, hours of paid vacation and hours paid for Statutory Holidays shall count as time worked.

Should the "four (4) weeks preceding the week in which a holiday occurs" include time off without pay which is connected with vacation pay received at some other time of the year, then the "four (4) week test" shall not include such absence. In this case the "four (4) weeks" shall be the last four (4) weeks excluding such absences.

All work performed on a Statutory Holiday shall be paid for at the rate of time and one-half the employee's regular rate of pay, and where so entitled, the employee shall also receive pay for the Statutory Holiday.

(i) **Rest Periods**

Employees shall have two (2) fifteen (15) minute rest periods with pay in each work period in excess of six (6) hours; one (1) rest period to be granted before, and one (1) after the meal period.

Employees working a shift in excess of three (3) hours but not more than six (6) hours, shall receive one (1) rest period, with pay, during such a shift.

Part-time employees working five (5) hours or more but not more than six (6) hours during a day shall be given an additional fifteen (15) minutes on their own time immediately following their paid rest period. This combined time shall be granted as close to mid-shift as is practical. Employees working in excess of six (6) hours shall receive the regular meal period and rest periods as provided in this Collective Agreement.

Times at which such rest periods shall be taken shall be subject to the discretion of the Employer, provided however, an employee's rest period shall not begin until one (1) hour after commencement of work or following return from meal period or less than one (1) hour before either the meal period or the end of the shift as may apply.

(j) **Shift Work Premium**

Hours worked by an employee in the Butcher Block beyond 6:00 p.m. shall be considered as shift work and be paid for at the applicable straight time rate plus fifty cents (\$.50) shift premium for each hour worked during this period, providing such hours are not overtime hours.

There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed a ten (10) hour interval between shifts shall be

paid at the rate of time and one-half for time worked prior to the expiry of the ten (10) hour interval.

SECTION 5 WAGES

- (a) The Employer agrees to pay all persons covered by the terms of this Agreement not less than the following schedule of wages, during such time as this Agreement is in force, and provided that if an employee is receiving a wage rate in excess of the rates herein contained, such wage rates shall not be reduced by reason of the signing of this Agreement.

- (b) The new hire rate [not retroactive] for the life of this Agreement will be \$7.25. The Employer will review the wage rate during the sixth (6th) month of employment.

The base rate at the Butcher Block shall be \$7.25.

The base rate for the Packing Plant shall be \$7.25.

Wage Increases [except new hire and base rate]:

Year 1 \$0.30 Effective September 1, 1994

Year 2 \$0.10 Effective September 1, 1995

Year 3 \$0.35 Effective September 1, 1996

The retroactive portion of the Year 1 increase is confined to straight-time hours actually worked and Statutory holidays.

- (c) There shall be a regular bi-weekly pay day and all employees shall receive their pay on Company time. All deductions shall be shown on the pay slip.

Pay cheques for the Butcher Block to be paid by Tuesday noon. In the event the Monday is a Statutory Holiday, the pay cheques shall be paid by Wednesday noon.

(d) **Jury Duty**

An employee summoned to Jury Duty or Witness Duty shall receive Jury Duty pay plus sixty-six percent (66%) of the difference between Jury pay and the number of hours absent from work based on his or her regular rate of pay.

An employee summoned to Jury Duty or Witness Duty shall report to his or her job if one (1) or more hours of their normal shift can be worked before or after Jury Duty or Witness Duty. Time worked in excess of eight (8) hours, combined Jury Duty or Witness Duty and time on the job in one (1) day, shall be paid for at overtime rates. Employees will be allowed reasonable time for personal clean-up before reporting for Jury Duty or Witness Duty.

(e) **Tools**

The Company shall furnish all knives, steels, whetstones, etc. including tools for maintenance work, which are necessary for the work of the employees using them, subject to the establishment of such regulations as are necessary to prevent abuse. Such tools and working equipment shall remain Company property.

(f) **Staff Meetings**

Staff meetings, whether in the plant or off the premises, shall be considered as time worked and paid for accordingly, except dinner meetings at which the attendance is voluntary. Such dinner meetings in excess of three (3) during each contract year shall be considered as time worked and paid for accordingly.

(g) **Funeral Leave**

In the event of death in the immediate family of an employee, the employee will be granted and shall be entitled to one (1) week leave with pay. The term "immediate family" shall mean spouse, common-law spouse, parent, child, brother or sister.

Notwithstanding the foregoing, if in the event of death of mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild or any relative living in the household of the employee, the employee shall be granted and shall be entitled to two (2) days' leave with pay.

It is understood that if an employee is entitled to funeral leave, while the employee is receiving Weekly Indemnity or Workers' Compensation Board benefits, he or she shall be paid the difference between one hundred percent (100%) of the employee's regular wages and the amount

received from Weekly Indemnity or Workers' Compensation Board benefits.

(h) **Maternity Leave**

Shall be granted in accordance with the British Columbia Employment Standards Act.

Paternity Leave

An employee who is about to become a father shall be entitled to an unpaid leave of absence of up to two (2) days at the time of the birth of his child or adoption of pre-school child.

(i) **Pension Plan**

Effective September 1, 1995 the Company will contribute (for full-time employees) to a pension plan \$0.25 per hour for:

- All straight-time hours actually worked
- Statutory Holidays
- Paid Vacations

No other contribution will be required for the term of this contract and there will be no payments for past service credits of employees entering the pension plan.

If the government mandates part-time pension benefits, we will comply with the law.

SECTION 6

SICK LEAVE BENEFITS

- (a) Full-time employees shall accumulate credits at the rate of three (3) hours for each one hundred and sixty (160) hours of work, up to a maximum of forty (40) hours' credit. Credits shall commence to accumulate on the first of the month following completion of a three (3) month full-time employment eligibility period. Paid time off, vacation, sickness, etc. to count as time worked for purposes of determining sick leave entitlement.

The Employer shall pay any accumulated sick leave to absences due to sickness or non-compensable accident.

Employees who retire, shall upon retirement be paid any sick leave accumulation they may have to their credit.

A full-time employee having accumulated sick leave benefits and who is reduced to part-time, will be paid sick leave to the extent of such accumulation for actual time off the job due to illness, not covered by Weekly Indemnity.

The Employer shall make available to each employee, a monthly statement showing the employee's total current sick leave accumulation.

- (b) **Workers' Compensation**

Where an employee is qualified for Workers' Compensation, they shall be returned to their previous position immediately upon being released by Workers' Compensation.

When an employee is injured at work, the employer shall pay the balance of the shift.

SECTION 7

HEALTH BENEFIT

- (a) The Company agrees to provide MSP and pay premium for all full-time employees (excluding employees covered by any other policy).

This shall include:

- (i) vacation.
- (ii) lay-off - MSP will continue until the first of the month following the lay-off.
- (iii) sick leave for a period up to three (3) months.
- (iv) compensation (WCB) for a period up to three (3) months.

SECTION 8

VACATIONS WITH PAY

- (a) A "year of service" for purposes of paid vacation shall mean seventeen hundred (1700) hours of actual work with the Employer within a calendar year provided, however, that all time absent on paid vacation, paid statutory holidays, and time lost due to sickness or accident shall be considered as days of actual work.

"Years of service" shall also be deemed to include any period which an employee served in the armed forces, provided that he or she was an employee of the Employer immediately prior to joining the armed services, and resumed employment with the Employer immediately following his or her discharge. For the purposes of paid vacation where the services of an employee are retained by a purchaser of the business, his or her services shall be deemed to be uninterrupted by the sale or purchase of the business, and shall be binding upon the purchaser.

(b) The following vacation schedule shall apply:

Employees with "one (1) year of service" but less than five (5) consecutive "years of service" shall receive two (2) weeks of vacation with pay annually.

Employees with five (5) or more consecutive "years of service" shall receive three (3) weeks' vacation with pay annually.

Employees with thirteen (13) or more consecutive "years of service" shall receive four (4) weeks' vacation with pay annually.

Employees with twenty-five (25) or more consecutive "years of service" shall receive five (5) weeks' vacation with pay annually.

The fifth (5th) week of vacation is to be taken between December 1st and March 1st.

(c) Vacation pay for vacation provided in sub-section (b) of this Section shall be computed on the basis of forty (40) hours' pay or two percent (2%) of the employee's earnings for the employee's calendar year prior to leaving on vacation, whichever is the highest, for each week of paid vacation to which the employee is entitled. Employees must take vacation to which they are entitled and cannot receive pay in lieu of vacation, except as hereinafter provided. Vacations must be taken in units of not less than one (1) week.

Any persons receiving the excess of the contractual amount of vacations shall not receive less vacation by reason of the signing of this Agreement.

- (d) Two (2) weeks of an employee's paid vacation shall be consecutive and given during the regular vacation period, April 1st to September 30th.

The employees shall choose these weeks of paid vacation on a seniority basis, commencing with the most senior employee. Selection of vacations shall commence no later than February 1st of each year and be completed no later than February 28th.

Where employees are entitled to three (3) or four (4) weeks of paid vacation, the additional week, or weeks, shall be scheduled as above, but at times mutually agreeable to the employee and the Employer.

Employees entitled to four (4) weeks' paid vacation shall receive their additional two (2) weeks consecutively unless the employee and the Employer mutually agree otherwise.

- (e) When a statutory 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 he or she been working.
- (f) Employees who fail to meet the requirements for vacations with pay pursuant to Section 8(a), (b) and (c) shall nevertheless be entitled to the number of weeks of vacation based on their "years of service" pursuant to sub-section (b) of this Section and their vacation pay shall be two percent (2%) of the employee's total wages and salary earned from the Employer during the employee's calendar year, for each week of vacation to which the employee is entitled. Paid statutory holidays and vacations are considered as time worked.
- (g) Where an employee has worked throughout a calendar year (based on the employee's date of hire) for the

Employer, but for less than seventeen hundred (1700) hours of that calendar year and where the employee's employment has not terminated, the employee shall be entitled to two (2) weeks' vacation with pay, calculated at four percent (4%) of the employee's total wages and salary earned from the Employer during the employee's calendar year.

The pay to which the employee is entitled pursuant to this sub-section (g) shall be paid to the employee within thirty (30) days after the completion of the calendar year or when they take their vacation if the employee is agreeable.

- (h) Employees terminating their employment shall receive payment for vacation allowance in an amount equal to four (4) percentum of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid, provided, however, employees entitled to three (3) or four (4) weeks' vacation, under the provisions of Section 8, sub-sections (b) or (f) of this Agreement, shall upon termination of employment, receive an additional two (2) or four (4) percentum respectively, of the total wages and salary earned by the employee during the period of employment for which no vacation has been paid, provided they give the Employer two (2) weeks' notice in writing if they terminate.
- (i) A sub-committee of Union employees will be established to work out vacation scheduling problems.

SECTION 9

GENERAL PROVISIONS

(a) Wearing Apparel

The Employer shall furnish launderable outer-work clothing and smocks to each employee and shall pay for laundering of same. Appropriate coats for use in

refrigerated units will be provided for employees constantly working in low temperatures. The number of coats supplied shall be determined by the Employer.

(b) Time Off for Union Business

The Employer agrees that employees chosen for such purposes, shall be given time off with pay in order to attend Union Conventions, or participate in negotiations involving the Employer. The number of employees in excess of one (1) granted leave of absence for these purposes shall be determined by mutual agreement. The Union shall notify the Employer at least one (1) week in advance of the commencement of all such leaves of absence. The Employer will bill the Union for wages paid to an employee involved in Union business.

Upon at least one (1) weeks' prior notice by the Union, the Employer agrees to grant one (1) employee a one (1) month's leave of absence without pay to attend to Union business. It is further agreed such leave of absence may be renewable from month to month by mutual agreement of the Employer and the Union.

(c) Safety Committee

The Company shall implement a Safety Committee as per the Workers' Compensation Board Regulations. At least two (2) employees shall be selected by the employees in the bargaining unit and an equal number of representatives appointed by the Employer. A Union Representative shall be entitled to attend meetings of the Committee as an observer.

The Company shall comply to regular safety meetings with the Safety Committee.

(d) Car Plugs

The Company shall investigate the feasibility of installing car plugs and discuss with the Union the results of the feasibility study.

(e) **Visits of Union Representatives**

After giving reasonable notification and notifying the Plant Manager or in his absence the person in charge, duly authorized full-time representatives of the Union shall be entitled to visit the plant for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. Interviews shall take place during rest and meal periods.

Union Representatives shall be permitted to check employees' time cards, including work schedules, and in the event of any discrepancies, they shall be presented under Section 13 of this Agreement.

(f) **Picket Lines**

The Employer agrees that in the event of a legal picket line of another trade union being in existence at any of the Employer's customers place of business, the Employer will in no way require or force members to report behind such a picket line. Nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at his or her place of work.

(g) **Leave of Absence**

After the completion of one (1) year of service, employees may be granted a leave of absence without pay. Requests for such leaves shall be in writing and the Employer shall answer such requests in writing.

The length of the leave of absence shall be at the discretion of the Employer, considering requirements of the operation, subject to Section 13 of the Collective Agreement.

Leave of absence may be granted in prime time as long as no one is absent in the applicable areas, and the volume of work permits:

- Butcher Block
- Breaking Room
- Kill Floor
- Kitchen
- Shipping

Leave of absence will not be granted for the purpose of allowing any employee to take another position temporarily, try out new work, or venture into business for himself or herself.

(h) Shop Stewards

- (a) There shall be two (2) Shop Stewards in the Plant and one (1) Shop Steward in the Butcher Block.

In the Plant -Chief Shop Steward plus one Shop Steward

Butcher Block - One Shop Steward

(b) Duties of Shop Stewards

(1) Dealing with employees' complaints or grievances arising out of the provisions of this Collective Agreement.

(2) Signing up new employees.

- (c) The following procedure shall apply to the adjustment of disputes or grievances:

First: Between the Union Steward, the employee and the person in charge of the department in which the employee works. The decision must be rendered within two (2) working days unless mutually agreed otherwise. If the dispute is not settled at this stage, then the matter will be referred to the Union and it shall be processed in accordance with the applicable provisions of the grievance procedure.

- (d) All grievances shall be taken up on Company time during regular working hours. If a Steward has to leave his job or department in connection with a grievance, he shall first secure permission from his supervisor before leaving the job or department. Such permission shall be granted as promptly as possible and will not be unreasonable withheld.

It is agreed that the emphasis of the grievance procedure will be to settle all grievances promptly, and that consultation at any step on the following procedure will take place speedily so that friction or animosity will be reduced to a minimum.

SECTION 10 SENIORITY

- (a) Seniority for all new employees shall commence from the date of hire, but only upon completion of two (2) calendar months.

Two (2) seniority lists shall be established - one for the Plant and one for the Butcher Block.

Not later than four (4) weeks after the signing of the Collective Agreement, the Employer agrees to provide the Union with seniority lists to include wage scales, as referred to above, and be revised every six (6) months.

In the event of a closure or permanent lay-off at the Plant or the Butcher Block, causing an employee to lose their employment, they will be transferred on to the remaining seniority list with full seniority rights, providing they are qualified to do the job involved.

(b) **Right of Grievance**

It is understood the provisions of this Section are subject to Sections 13 and 14 of this Agreement.

Any employee who fails to receive hours of work to which he or she is entitled to according to the provisions of this Section shall be compensated for the hours involved in any such violation at his or her regular rate of pay.

(c) **Lay-Offs, Reduction and Increase of Hours of Work and Recall of Employees**

(1) In lay-offs, the reduction and increase of hours and recall of employees, seniority shall govern, provided the employee is able to and capable of performing the available work.

(2) The Employer agrees to give employees three (3) working days' notice in writing prior to lay-off or reduction of hours. Such notice shall not be required in cases of lay-offs or reduction of hours due to fire, flood or other cases of force majeure.

(d) Employees laid off shall be offered available work in accordance with the above, provided:

- (1) No more than eighteen (18) weeks has elapsed since the last day worked by the employee at which time the employee will be dropped from the seniority list.
- (2) The employee reports for duty within twenty-four (24) hours from the time he or she is contacted with the following exceptions:
 - (d) If an employee, when contacted, for proper and sufficient reason is not immediately available to commence work, the next employee on the list can be hired temporarily. If the contacted employee cannot report for work until three (3) working days later, he or she shall exchange his or her seniority with the next employee on the list who is immediately available for employment, until he or she is recalled, at which time he or she shall resume his or her original seniority status. If he or she does not report in one (1) calendar week from date of recall without proper or sufficient reason he or she shall be dropped from the seniority list.

The Employer shall notify the Union if they cannot contact an employee with seniority, and shall provide the Union with the last known address and telephone number of such employee in order to ensure that every endeavour has been made to call the employee to work. If the Union is unable to contact the employee within five (5) working days immediately following receipt of advice from the Employer, or if the employee is contacted and refuses the employment without proper and sufficient reason by the end of the five (5) day period, the employee will be dropped from the seniority list.

- (3) In the event that an employee has been laid off for a period exceeding thirteen (13) weeks, then if the employee requests and subsequently receives the severance pay in accordance with the Employment Standards Act, the employee shall be deemed to have terminated his or her employment for purposes of the Collective Agreement.

**SECTION 11 TERMINATIONS, NOTICE REQUIRED,
OR PAY REQUIRED IN LIEU
OF NOTICE IN CASES OF
TERMINATIONS**

- (a) No employee shall be terminated without proper cause, and no employee shall be discriminated against for any lawful Union activity, or for reporting to the Union the violation of any provision of this Agreement.
- (b) Any employee alleging wrongful termination may place his or her allegation before the Union, and if the Union considers that the objection of the employee has merit, the termination shall become a grievance, and be subject to the grievance procedure as established by this Agreement.
- (c) In the event that an employee has been terminated without proper cause, he or she shall be reinstated, without loss of seniority, and shall receive pay for time lost following termination and prior to reinstatement, in an amount sufficient to make up the difference between any monies received by that employee for other employment, and his or her full pay.
- (d) After absence due to illness or injury, an employee must be returned to his or her job when capable of performing their previous duties provided that such absence does not exceed twelve (12) months, except in the case of employees absent while on Workers' Compensation.
- (e) Grievances involving termination of an employee must be submitted to the Employer in writing within fourteen (14) calendar days from the date notice of termination is given in writing to the employee, or fourteen (14) calendar days from the date the employee is informed of their termination where pay is given in lieu of notice, or be waived by the aggrieved party. Where notice in writing is given rather than pay in lieu of notice, the period of such

notice shall commence at the time such notice is received by the employee.

(f) Severance Pay on Closing of Plant

In the event there is a sale or transfer or a permanent closure of the Plant or part thereof causing a regular full-time employee to lose his or her employment, the Company hereby agrees to give such employee notice of pay in lieu of such notice at his or her regular rate of pay according to the following schedule:

1. Where the employee has completed a period of employment of at least six (6) months, two (2) weeks' notice or two (2) weeks' severance pay.
2. After three (3) consecutive years, three (3) weeks' notice or three (3) weeks' severance pay and for each subsequent year of employment an additional weeks' notice or pay up to a maximum of eight (8) weeks' notice or pay. Notice or payment under Section 11(f) does not relieve the Employer from making any other payment to which the employee is entitled.

- (g)** An employee who terminates and alleges he or she did so under provocation shall upon request have his or her case reviewed by the applicable Management Representative and shall have the right to have a full-time Union Representative in attendance during such review. Such review shall take place within two (2) working days of the termination.

SECTION 12 MANAGEMENT'S RIGHTS

The Union agrees that it is the right and function of the Company to:

1. Manage the Company.
2. Plan and direct and control the Plant operation.
3. Direct the working force.
4. Terminate employees for proper cause.
5. Exercise reasonable judgement as to competency of employees provided, however, that any discriminatory or unreasonable exercising of the above Management's Rights shall be subject to the Grievance Procedure herein provided.

The exercise of the foregoing rights shall in no way alter any of the specific provisions of this Agreement.

SECTION 13 GRIEVANCE PROCEDURE

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

Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union Representative or Representatives, and the Employer Representative or Representatives, shall meet and in good faith shall earnestly endeavour to settle the grievance submitted.

If a satisfactory settlement cannot be reached, or if the party on whom the grievance has been served, fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration or, if the parties mutually agree, to a single arbitrator acceptable to both parties.

SECTION 14 BOARD OF ARBITRATION

The Board of Arbitration shall be composed of three (3) members and shall be established as follows:

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Employer and the Union shall select a Representative to serve on the Board of Arbitration. The Representative of the Employer and the Representative of the Union shall, within five (5) days (excluding Sundays and holidays) after they have both been selected, choose an additional member to act as Chairman. In the event of failure of the nominee of the Union and the Employer to agree upon a Chairman within the five (5) day period specified, the Minister of Labour for British Columbia shall be immediately requested to name a third member who shall act as Chairman of the Board of Arbitration. Within five (5) days of the appointment of the impartial Chairman, the Board of Arbitration shall sit to consider the matter in dispute, and shall render a decision within fourteen (14) days after its first session.

It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.

No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitration Board shall be in writing and shall clearly specify the nature of the issue.

In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the impartial Chairman shall be borne equally by the Employer and the Union, unless otherwise provided by law.

The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties. A decision of a majority of the Board of Arbitration shall be deemed to be a decision of the Board.

SECTION 15 EXPIRATION AND RENEWAL

Except as otherwise provided herein, this Agreement shall be **effective from September 1, 1994** to and including the **31st day of August, 1997** and hereafter from year to year unless the notice hereinafter mentioned is given. If such notice is given, the provisions contained in this Agreement shall not be altered or changed until a new Collective Agreement is reached or a legal strike or lockout notice is given by one party to the other.

Subject to the foregoing, either party may, within four (4) months prior to **August 31st, 1997** or any subsequent anniversary thereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

The Employer and the Union mutually agree to exclude the operation of Section 50(2) of the Labour Relations Code of British Columbia.

SIGNED THIS ___ DAY OF _____, 19__.

FOR THE UNION:

FOR THE COMPANY:

Oteu 15

LETTER OF UNDERSTANDING

The Company will add two full-time positions at the Butcher Block.

A group leader may be designated by the Company in any department of the Company. The group leader will be responsible for the operation of the department and notify management of any problems with employees. The group leader will be a member of the bargaining unit and be paid \$1.00/hour premium for all hours actually worked.

In the event the group leader for a department is absent, the Company may designate a temporary group leader who will be paid \$1.00/hour premium for all hours actually worked and assume all the responsibilities of the group leader.

For the purpose of designating group leaders, the departments of the Company are as follows:

- (a) Breaking Room
- (b) Kill Floor
- (c) Sausage Kitchen
- (d) Shippers
- (e) Butcher Block

SIGNED THIS ____ DAY OF _____, 19__.

FOR THE UNION:

FOR THE COMPANY:

CONTRACTSLAWRMEAT.97

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LRcm

February 24, 1995

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