

COLLECTIVE AGREEMENT

between

B.C. FANCY SAUSAGE CO. LTD.

and

UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL NO. 2000

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

Term of Agreement

June 1, 1995 to May 31, 1998

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## COLLECTIVE AGREEMENT

Dated for reference the 1st day of June, 1995.

BETWEEN:

**B.C. FANCY SAUSAGE CO. LTD.**

(hereinafter referred to as the "Employer")

AND:

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

(hereinafter referred to as the "Union")

**WHEREAS:**

The purpose of this Agreement is to continue to nurture the harmonious relationship between the Employer and its Employees, to define clearly hours of work, wages and conditions of employment, to provide a fair and amicable means of settling any differences which may arise and to promote the mutual interests of the Employer and its Employees and to provide for the operation of the plant under methods which will further, to the fullest extent possible, the safety and welfare of the Employees, quality of output, cleanliness of the plant and the protection of property.

It is anticipated by this Agreement that the responsibility of the Employer to its Employees is as great as the Employees' responsibility to the Employer. For it is only through co-operation, understanding and a commitment to one another that we can prosper.

**NOW THEREFORE:**

The Union and the Employer mutually agree as follows:

1.0 RECOGNITION

1.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all Employees employed at 7680 Alderbridge Way, Richmond, B.C.

2.0 UNION SHOP

2.01 The Employer agrees to retain in his employ within the Bargaining Unit, only members of the Union in good standing.

2.02 The Employer shall be free to hire new Employees who are not members of the Union, provided the non-members, whether part-time or full-time Employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.

2.03 The Employer agrees to provide each new Employee, at the time of employment, with a form letter outlining the Employee's responsibility regarding Union membership, the contents of which will be acceptable to the Employer. The Employer agrees to provide the Union with a list showing the name, address and date of hire of each Employee to whom they have presented the form letter. The Employer also agrees to provide the Union with a list of all Employees who have terminated their

employment during the previous month.

2.0 UNION SHOP (cont'd)

2.04 The Union agrees to pay the costs of printing the letter.

3.0 DEDUCTION OF UNION DUES

3.01 The Employer agrees that all Employees (new or returning) shall, as a condition of employment, sign a statement authorizing the Employer to deduct applicable union dues from the first and subsequent wages of the Employee. Persons who refuse to sign this statement will not be employed. Copies of the signed statements shall immediately be forwarded to the Union by the Employer.

3.02 The Employer agrees to deduct from the wages of each employee (as outlined in Article 3.01) initiation fees, union dues, fines and assessments as authorized by regular and proper vote of the Union membership.

3.03 Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union no later than the tenth (10th) day of the following month together with a statement showing the Employees for whom the deductions have been made and the amount of each deduction.

4.0 VISITS OF UNION REPRESENTATIVE

4.01 An authorized Union representative(s), upon request to the Employer, shall have access to the Plant at reasonable times during working hours in order to determine whether the terms of this Agreement are being properly observed. These visits shall not interfere with the scheduled activities of the Plant.

5.0 TERMINATION OF EMPLOYMENT

5.01 After the end of the probationary period, Employees terminated by the Employer, unless guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave without a valid reason for such absence, shall receive a written termination notice and either notice or pay in lieu of notice as follows:

<u>Length of Service</u>	<u>Notice/Pay Required</u>
Up to three years	Two weeks' notice or two weeks' pay
Each subsequent year of continuous employment	One additional week's notice or pay up to a maximum of eight (8) weeks' notice or pay

5.02 Article 5.01 shall not invalidate an Employee's right to protest his or her termination and to be re-instated, as set out in Article 5.07.

5.03 Employees reduced to part-time who resign or are terminated within two (2) months of the date of their reduction to part-time, shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time provided an Employee gives two (2) weeks' notice of termination. This will not apply if an Employee is terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave without a bona fide reason for such absence.

## 5.0 TERMINATION OF EMPLOYMENT (cont'd)

- 5.04 No Employee shall be terminated or subjected to a disciplinary lay-off without proper cause, nor shall any Employee be discriminated against for any lawful union activity or for reporting to the Union the violation of any provision of this Agreement. The Employer shall have the right to establish such Plant rules and regulations as are necessary to promote safety, plant cleanliness, efficiency, and quality standards.
- 5.05 Any Employee who believes he or she has been wrongly terminated may report his or her allegations to the Union. If the Union considers the allegations to have merit, the termination shall become a grievance and be subject to the grievance procedure as set out in Article 6.0.
- 5.06 Termination of an Employee within the probationary period or any mutually agreed extension thereof, shall not be subject to challenge by the Union or the Employee and the grievance procedure will not be applicable.
- 5.07 If an Employee is terminated without proper cause, he or she shall be reinstated and shall receive pay for the time lost between the date of termination and re-instatement. Pay for the time lost will be the difference between amounts received by the employee for other employment and his or her regular pay, unless mutually agreed by both parties.
- 5.08 After absence due to illness or injury, an Employee will be returned to his or her job when able to perform his or her previous duties.
- 5.09 Grievances involving the termination of an Employee must be submitted to the Employer in writing within fourteen (14) calendar days from the date the written or oral notice of termination is given. 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.
- 5.10 An Employee who resigns and alleges he or she did so under provocation shall, upon request, have his or her case reviewed by the Employer and shall have the right to have a full-time Union representative in attendance during the review. The review shall take place within two (2) working days of the resignation.

### Alcohol and Drug Abuse

- 5.11 The Employer and the Union recognize that alcohol and drug abuse can have a serious negative impact on both the Employer and the Employee. The Employer agrees to make every reasonable effort to assist an Employee with alcohol and drug related problems to overcome their dependency, provided the Employee is willing to recognize the problem and accept assistance.

## 6.0 GRIEVANCE PROCEDURE

- 6.01 Any complaint, disagreement, or difference of opinion between the parties hereto, regarding the interpretation, application, operation, or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance.
- 6.02 Grievances must be in writing and shall clearly outline the complaint. The Employer and a Union representative will meet and, in good faith, endeavour to settle the matter. If a satisfactory settlement cannot be reached, or if either party fails to meet the other 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. The Board of Arbitration will be established as set out in

Article 7.0 of this Agreement.

## 7.0 BOARD OF ARBITRATION

### 7.01 Expedited Arbitration

- (a) A party to a collective agreement may refer a difference respecting its interpretation, application, operation or alleged violation, including a question as to whether a matter is arbitrable, to the director for resolution by expedited arbitration.
- (b) No difference may be referred to the director under this Article unless
  - (i) the grievance procedure under the Collective Agreement has been exhausted, and
  - (ii) the application is made within forty-five (45) days of the completion of the steps of the grievance procedure preceding a reference to arbitration.
- (c) No difference under the Collective Agreement may be referred to the director under this Article if
  - (i) the difference has been referred to arbitration under the Collective Agreement by the party who wishes to refer it under this Article, or
  - (ii) the time, if any, stipulated in or permitted under the Collective Agreement for referring the difference to arbitration has expired.
- (d) If a difference is referred to the director within the time periods specified in this Article, the director
  - (i) shall appoint an arbitrator to hear and determine the matter arising out of the difference,
  - (ii) shall fix the date on which the hearing by the arbitrator will commence, which date must be within twenty-eight (28) days after the day on which the difference was referred to the director, and
  - (iii) may, if a party so requests and the other party agrees, appoint a settlement officer to assist the parties in settling the grievance before the hearing.
- (e) If a settlement officer is appointed under Article 7.01(d), the settlement officer shall, within five (5) days after the appointment or within such further time as the director may allow,
  - (i) inquire into the difference,
  - (ii) endeavour to assist the parties in settling the difference, and
  - (ii) report to the director on the results of the inquiry and the success of the settlement effort.
- (f) If the parties are unable to settle the difference, the arbitrator appointed under Article 7.01(d) shall proceed to hear and determine the matter arising out of the difference and shall, subject to Article 7.01(g), issue a decision within twenty-one (21) days after the conclusion of the hearing.

## 7.0 BOARD OF ARBITRATION (cont'd)

- (g) If jointly requested to do so by the parties to the difference, the arbitrator appointed under Article 7.01(d) shall, if possible, issue an oral decision within one day after the conclusion of the hearing and shall issue written reasons within the time specified in Article 7.01(f).
  - (h) An arbitrator appointed under Article 7.01(d) has all the power and jurisdiction of an arbitrator appointed under this Code or the collective agreement between the parties to the difference.
  - (i) This section applies to every party to the Collective Agreement and every person bound by a Collective Agreement, despite any provision in the Collective Agreement.
  - (j) The other provisions of the Part apply to an arbitration under this Article, with the modifications necessary to accommodate appointments and expedited processes under this Article.
- 7.02 The Board of Arbitration shall have three (3) members and shall be established as follows:
- (a) Within ten (10) days (excluding Sundays and holidays) following receipt of notice, the Employer and the Union shall each select a representative to serve on the Board of Arbitration.
  - (b) Within five (5) days (excluding Sundays and holidays) of being selected the parties will choose a third person to act as an impartial Chair. If the parties cannot agree on a Chair within the period specified above, the Labour Relations Board of British Columbia will immediately be requested to appoint an impartial Chair.
  - (c) Within five (5) days of the appointment of the impartial Chair, the Board of Arbitration shall meet to consider the matter and shall render a decision within fourteen (14) days after its first meeting.
  - (d) It is agreed that the time limits set forth in Articles 7.02(a), (b) and (c) may be changed by mutual agreement between the Employer and the Union.
- 7.03 No person shall serve on the Board of Arbitration who is involved or directly interested in the matter under consideration.
- 7.04 In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration shall not have the power to change, modify or alter this Agreement in any way, but it may interpret its provisions. The expense of the impartial Chair shall be shared equally between the Employer and the Union unless otherwise prohibited by law.
- 7.05 The findings and decisions 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.

## 8.0 SENIORITY

- 8.01 A new Employee shall be considered as probationary for his or her first forty-five (45) working days or ninety (90) calendar days, whichever occurs first, providing he or she is able to report for work.
- 8.02 The probationary period may be extended by mutual agreement between the Union and the Employer.

8.0 SENIORITY (cont'd)

8.03 Seniority shall be determined by the length of an Employee's continuous service in the Bargaining Unit with the Employer.

8.04 Separate seniority lists shall be established for each of the following departments:

Boning Room	Packaging	Production II
Shipping	Clean-up	Office
Smokehouse	Maintenance	
Curing Room	Production I	

8.05 Seniority lists showing all Employees shall be prepared by the Employer and forwarded to the Union not later than four (4) weeks after the signing of this Agreement. Upon request by the Union, a revised seniority list shall be forwarded to the Union every six (6) months thereafter and these lists will be posted by the Employer.

Right of Grievance

8.06 It is understood the provisions of this Article are subject to Articles 6.0 and 7.0 of this agreement.

8.07 Any Employee who is laid off or fails to receive hours of work to which he or she is entitled according to the provisions of this Article shall be compensated for those hours at his or her regular rate of pay.

Lay-offs and Reduction of Hours of Work of Employees

8.08 If an Employee is laid-off, seniority within the ten groups listed in Articles 8.04 shall govern, unless there is a less senior Employee whose fitness, qualifications and ability to perform the job are greater.

8.09 The Employer agrees to give an Employee, in the case of a non-temporary lay-off:

- (a) two (2) weeks' notice where the employee has completed a period of employment of at least six (6) consecutive months.
- (b) after the completion of a period of employment of three (3) consecutive years, one (1) additional week's notice, and for each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice. In the case of temporary lay-offs, notice as outlined in the Employment Standards Act will be given.

8.10 The Employer agrees to give an Employee in the case of a temporary lay-off:

- (a) Sixteen (16) hours' notice of reduction of hours or lay-off of less than two (2) days excluding weekends.
- (b) Twenty-four (24) hours' notice of reduction of hours or lay-off of two (2) days or more to a maximum of ten (10) working days.

Such notice shall not be required in cases of reduction of hours or lay-off due to fire, flood, other cases of force majeure, or any other situations not in the Employer's control.

8.11 An Employee who is laid off or has had his or her hours reduced shall be offered available work in accordance with the above provided:

- (a) No more than six (6) months have elapsed since the Employee's last day of work.

8.0 SENIORITY (cont'd)

- (b) The Employee reports for duty within twenty-four (24) hours from the time he or she is contacted.

8.12 The following exceptions to Article 8.11(b) apply:

- (a) If when contacted, an Employee is not immediately available to commence work and has a valid reason for not being available, the next Employee on the Seniority List can be contacted.
- (b) If the Employee first contacted 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 work and he or she shall resume his or her original seniority status when he or she is recalled.
- (c) If the Employee first contacted does not report for work within one (1) calendar week from the date he or she is recalled and does not have a valid reason for not being available, he or she shall be dropped from the Seniority List.

Job Postings and Vacancies

8.13 New jobs or vacancies in present jobs will be posted on Plant bulletin boards. Applications shall be accepted for a period of five (5) working days from the date the notice is posted.

8.14 Position(s) will be filled by seniority from the applications received unless there is a less senior Employee whose fitness, qualifications and ability to perform the job are greater. If the senior applicant is not awarded the position, the Union will be notified in writing by the Employer and, at the request of the senior applicant, the Employer and the Union shall meet in an attempt to resolve the matter.

8.15 An Employee commencing a new job posting in the position of Cutter, Smokehouse Operator, Stuffer Operator, Packaging Machine Operator, or Shipping Heads (4), will be on a trial basis for up to one hundred and twenty (120) working days or one hundred and eighty (180) calendar days, whichever occurs first. All other posted positions will be on a trial basis for up to forty-five (45) working days or ninety (90) calendar days, whichever occurs first. If the Employee cannot perform the job satisfactorily after an appropriate familiarization period, he or she shall be returned to his or her former position with no loss of seniority. Employees retain the right to implement the Grievance Procedure.

8.16 An Employee commencing a new job posting will be paid at the rate as set out in Article 14.0

8.17 It is agreed that Articles 8.13, 8.14, and 8.15 shall not apply to the Classifications of Engineer, Sausage Maker, Spice Mixer, Supervisory Personnel or Office positions.

8.18 In the event the Company has a job opening in the Office, the Company shall place, on the two staff bulletin boards, a copy of the newspaper advertisement and/or a description of the job, so interested Employees currently working in other areas of the Company may apply for the position. The Company reserves the right to select the candidate that it believes is best suited for the Office position.

8.19 Employees will notify the Employer immediately of any changes of address and telephone number, temporary or permanent. Failure to do so

will relieve the Employer of any responsibilities it may have under this Agreement regarding lay-offs, recall and schedule changes.

## 9.0 HOURS OF WORK

- 9.01 The Employer has the right to schedule hours of Plant operation, Employee hours of work, rest periods, lunch periods and overtime work.

### Work Schedules

- 9.02 The Employer shall post a two week work schedule in the Plant for all Employees not later than Wednesday of each week for the following two weeks. If a new work schedule is not posted by Wednesday, the schedule currently posted shall apply for the following two weeks.
- 9.03 An Employee's schedule may be changed without notice in the event of absence of any other staff due to sickness or accident, emergencies such as fire, flood and other instances of force majeure or any other situations not in the Employer's control. In all other cases, notice must be given as set out in Article 8.10. If an Employee whose work schedule is changed without notice as set out in Article 8.10, he or she will be paid four (4) hours additional pay in lieu of notice.
- 9.04 Every reasonable effort, consistent with good business and efficient operations, will be made to schedule a work week consisting of forty (40) hours for as many senior Employees as possible. The Employer shall provide time clocks to enable employees to record their time for payroll purposes. Time clocks shall be used, and time cards will be used for payroll purposes. Employees shall record their own time at the time they start and finish work.
- 9.05 The basic work week shall be forty (40) hours consisting of five (5) eight (8) hour days, or four (4) ten (10) hour days. These shifts shall begin no earlier than 10:00 p.m. on Sunday and end no later than Saturday at 12:00 midnight with the following exceptions:
- (a) Two (2) Shipping Department Employees may start at 9:00 p.m. on Sunday. Premium pay for the one (1) hour between 9:00 and 10:00 p.m. will be paid as outlined in Article 12.02 - Premium Pay. Any other time worked on Sunday will be paid as outlined in Article 11.0 - Overtime Pay.
  - (b) All scheduled shifts will be such that all days off will be consecutive.
  - (c) In a week in which one (1) statutory holiday occurs, the basic work week for full-time Employees who work five (5) eight hour days, will be reduced to thirty-two (32) hours, consisting of four (4) eight (8) hour days. In a week in which two (2) statutory holidays occur, the basic work week will be reduced to twenty-four (24) hours consisting of three (3) eight (8) hour days.
  - (d) In a week in which one (1) statutory holiday occurs, the basic work week for Employees who work four (4) ten (10) hour days, will be reduced to thirty (30) hours, consisting of three (3) ten (10) hour days, and in a week in which two (2) statutory holidays occur, the basic work week for full-time Employees will be reduced to twenty (20) hours consisting of two (2) ten (10) hour days.
  - (e) With the exception of employees in the Maintenance Department, the scheduling of a work week in which a Saturday shift is to be worked by Employees hired before August 12, 1990, will be as follows:
    - (i) the requirement for staffing of shifts in which Saturday hours will be worked by Employees hired before August 12, 1990 will be determined by management,

## 9.0 HOURS OF WORK (cont'd)

- (ii) volunteers will be sought for the shift in which Saturday hours will be worked, and the staffing on the shift will be determined on the basis of seniority,
    - (iii) if no qualified Employee volunteers for the shift in which Saturday hours will be worked, Management will establish a fair rotation of Employees, such rotation to not require Employees to work more than four consecutive weeks in which Saturday hours will be worked.
  - (f) An Employee hired before August 12, 1990 who is not in the Maintenance Department will be paid a premium of \$2.00 per hour for the hours worked on Saturday when working on a shift in which Saturday hours will be worked.
  - (g) An Employee who volunteers for a shift in which Saturday hours will be worked may, at any time, relinquish the shift provided that two (2) weeks' notice before the next schedule is posted is provided.
- 9.06 The Employer agrees to schedule a daily lunch period of thirty (30) minutes. Employees will not be paid for lunch periods.
- 9.07 An Employee will have rest periods with pay in each work period of six (6) hours or more as follows:
- (a) An Employee who works an eight (8) hour shift will have two (2) fifteen minute rest periods. One (1) rest period will be before the meal period and one (1) will be after.
  - (b) An Employee who works a ten (10) hour shift will have three (3) fifteen (15) minute rest periods. One (1) rest period will be before the meal period and one (1) after, and one (1) will be during the longer part of the shift.
- 9.08 There will be a ten (10) minute rest period after each continuous hour worked by an Employee in the freezer. Clothing will be provided by the Employer for this work.
- 9.09 When an Employee is required to work one (1) hour of overtime or more, he or she will receive a fifteen (15) minute rest period with pay to be scheduled by the Employer as near to the commencement of the overtime period as is practical.
- 9.10 If an Employee is called in to work, he or she will receive eight (8) hours' pay unless work is unavailable because of force majeure, labour strife or any other situation not in the Employer's control.
- 9.11 In the Boning Room, Production I and II, and the Packaging and Shipping Departments there may be up to six (6) Employees per department who can be called in for four (4) or more hours' work. In the Smokehouse there may be one (1) Employee and in the Sanitation Department there may be two (2) Employees who can be called in for four (4) or more hours' work.
- 9.12 Except in cases of personal necessity, an Employee will not leave his or her work area during his or her shift. Wherever possible, the Employee will notify the Lead Hand or Supervisor if an absence is necessary.

## 10.0 STATUTORY HOLIDAYS

- 10.01 The following days are considered statutory holidays and an eligible Employee will be paid for eight (8) hours or, if applicable, ten (10) hours at his or her regular hourly rate for each holiday:

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

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

- 10.02 If an Employee is eligible to be paid for a statutory holiday while on Weekly Income Benefits, Workers' Compensation or sick leave, the maximum amount of pay he or she will receive from such sources for any particular day will not be more than one hundred percent (100%) of his or her normal daily pay.

- 10.03 Commencing with the fifth (5th) week of employment, an Employee will receive the following statutory holiday pay depending on the average hours he or she has worked in the four (4) weeks preceding the week in which the holiday occurs:

For an Employee who works five (5) eight (8) hour days:

<u>Average Hrs Worked</u>	<u>Pay Entitlement</u>
20 but less than 32	6 hrs' pay for each holiday
32 or more	8 hrs' pay for each holiday

For an Employee who works four (4) ten (10) hour days:

<u>Average Hrs Worked</u>	<u>Pay Entitlement</u>
32 or more	10 hrs' pay for each holiday

An Employee who has worked less than the average hours shown above will receive four (4) hours' pay for each statutory holiday, provided he or she has worked at least fifteen (15) days during the thirty (30) calendar days prior to the statutory holiday.

- 10.04 For purposes of determining statutory holiday pay entitlement for a full-time Employee, all paid time off and hours absent due to sickness or accident, will be counted as hours worked if the full-time Employee would have been scheduled to work during the hours he or she were absent.

- 10.05 An Employee who works on a statutory holiday will be paid at two (2) times his or her regular hourly rate of pay, and where so entitled, will also receive pay for the statutory holiday.

- 10.06 An Employee in the Shipping Department who works on the statutory holidays listed below and starts at 10:00 p.m. will receive one and one-half (1-1/2) times his or her regular rate of pay until 12:00 a.m. Any time worked before 10:00 p.m. will be paid at two (2) times his or her regular rate of pay:

Victoria Day	B.C. Day	Labour Day
Canada Day	Thanksgiving Day	Remembrance Day

- 10.07 Any Employee absent from work on his or her regularly scheduled work day immediately preceding or following a statutory holiday without a valid reason or written approval from the Employer shall not receive pay for the

statutory holiday.

10.0 STATUTORY HOLIDAYS (cont'd)

10.08 This Article 10.0 does not apply to an Employee hired exclusively for the Christmas busy season.

- (a) An Employee hired for this period will be entitled to statutory holiday pay in accordance with the Employment Standards Act.
- (b) If recalled within two (2) weeks from the date of lay-off an Employee shall receive his or her appropriate pay for the statutory holidays.

11.0 OVERTIME

11.01 An Employee who works hours in excess of his or her regular working day as defined in Article 9.05, will be paid at the rate of one and one-half (1-1/2) times his or her regular hourly rate of pay for the first three hours of overtime in a day and two (2) times his or her regular hourly rate thereafter.

11.02 An Employee who works on Sunday, except as outlined in Article 9.05(a), will be paid at two (2) times his or her regular hourly rate of pay.

11.03 An Employee who works outside of those hours defined in Article 9.05 will be paid at the rate of one and one-half (1-1/2) times his or her regular rate of pay for the first eight (8) hours and two (2) times his or her regular hourly rate thereafter.

11.04 Time off in lieu of overtime pay will not be given. An Employee may request in writing that the company contribute amounts earned as a result of working overtime to his or her Group RSP. Such requests will be valid for three month intervals starting in June of each year and may not be changed until the end of each three month period. An Employee wishing to make such a request will be required to establish a Group RSP with the company if he or she has not already done so.

12.0 PREMIUM PAY

12.01 An Employee will be paid an eighty-five cent (\$0.85) per hour shift premium for all time that he or she works between the hours of 6:00 PM and 5:00 AM.

12.02 Two Shipping Department Employees who start at 9:00 p.m. on Sunday shall be paid a two dollar (\$2.00) per hour premium for the one (1) hour between 9:00 p.m. and 10:00 p.m.

12.03 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 will be paid at the rate of one and one-half (1-1/2) times his or her regular hourly rate for the time worked prior to the expiry of the ten (10) hour interval.

12.04 Engineers (Maintenance) will receive the following shift premiums:

Boiler Engineer (Limit of three (3) Engineers)	Fourth Class Ticket	\$0.75/hr
Boiler Engineer (Limit of one (1) Engineer)	Third Class Ticket	\$1.00/hr

Emergency Call-in

\$20.00/call in

12.0 PREMIUM PAY (cont'd)

12.05 A Lead Hand will receive the following hourly premium.

June 1, 1995 to May 31, 1996 \$0.65  
June 1, 1996 to May 31, 1997 \$0.70  
June 1, 1997 to May 31, 1998 \$0.75

12.06 A sanitation employee will be paid a premium of \$0.25 per hour for all time worked in the shift in which he or she cleans the Smokehouses with caustic.

12.07 Qualified persons chosen to be a First Aid Attendant will receive the following premiums:

- (a) An Employee who holds an Occupational First Aid certificate level 2 will be paid a premium of sixty-five (\$0.65) per hour. Effective June 1, 1996 the premium will be seventy-five cents (\$0.75) per hour. Effective June 1, 1997 the premium will be eighty-five cents (\$0.85) per hour.
- (b) Should an Employee be required to obtain a level 3 certificate, and he or she does so, a premium of eighty cents (\$0.80) per hour will be paid. Effective June 1, 1996 the premium will be ninety cents (\$0.90) per hour. Effective June 1, 1997 the premium will be one dollar (\$1.00) per hour.

There will be no more than one (1) designated First Aid Attendant per shift.

13.0 VACATIONS WITH PAY

13.01 A "year of service" for purposes of calculating paid vacation will mean one thousand, seven hundred (1,700) hours of actual work with the Employer within a calendar year.

13.02 All time absent while on paid vacation, paid statutory holidays and the first fifteen (15) working days of time lost due to sickness, accident or WCB shall be considered as hours of actual work.

13.03 Where the services of an Employee are retained by a purchaser of the business, his or her services will be deemed to be uninterrupted by the sale or purchase of the business, and shall be binding upon the purchaser.

13.04 Employees will be entitled to the following annual vacation with pay:

<u>Years of Consecutive Service</u>	<u>Vacation Entitlement</u>
One (1) but less than three (3)	Two (2) weeks
Three (3) but less than nine (9)	Three (3) weeks
Nine (9) but less than fifteen (15)	Four (4) weeks
Fifteen (15) or more	Five (5) weeks

Vacations must be taken in units of not less than one (1) week.

13.05 For the purposes of Article 13.01, vacation pay will be calculated on the basis of forty (40) hours' pay or two percent (2%) of an Employee's earnings for the calendar year prior to leaving on vacation, whichever is the highest, for each week of paid vacation to which the Employee is entitled.

13.06 Vacation pay will be paid to an Employee before his or her vacation, provided a vacation request is submitted at least two (2) weeks before the

start of his or her vacation. If the Employee submits a vacation request less than two weeks before the start of his or her vacation he or she will receive vacation pay on the following pay day.

13.0 VACATIONS WITH PAY (cont'd)

13.07 An Employee will not be allowed payment in lieu of vacation except as provided in Articles 13.08 and 13.09.

13.08 Upon resignation, and provided an Employee has given two weeks written notice of such resignation, he or she will receive as vacation pay, a percentage of the total wages he or she has earned during the period of employment for which no vacation allowance has been paid as follows:

<u>Vacation Allowance Earned</u>	<u>Percentage of Wages Earned</u>
Two Weeks	Four (4) Percent
Three Weeks	Six (6) Percent
Four Weeks	Eight (8) Percent
Five Weeks	Ten (10) Percent

13.09 An Employee who resigns without giving two weeks' notice will forfeit, unless mutually agreed, four percent (4%) of earnings for vacation earned and not paid, plus four percent (4%) of earnings from the end of the previous calendar year to the date of resignation.

13.10 Two (2) weeks of an Employee's paid vacation will be consecutive and given during the regular vacation period which is April 1st to September 30th. This can be varied if mutually agreeable to the Employee and the Employer.

13.11 The Employer shall post a Vacation Request Schedule by January 1st of each year and Employees must indicate by March 1st their choice of two (2) weeks' vacation during the regular vacation period. Vacation requests will be approved in order of seniority, however, Employees who have not submitted a vacation request by March 1st cannot bump for weeks already chosen by another Employee.

13.12 An Employee entitled to three (3), four (4) or five (5) weeks of paid vacation, will have his or her additional week or weeks scheduled at the discretion of the Employer either prior to or following the regular vacation period.

13.13 The Employer has the right to refuse to schedule vacations during the period November 15th to December 24th.

13.14 When a statutory holiday occurs during an Employee's vacation, the Employee will be granted an extra day's vacation with pay if the holiday is one to which the Employee would have been entitled if he or she had been at work.

13.15 Where an Employee receives three (3) or more weeks' vacation with pay, and a statutory holiday occurs during the Employee's vacation, the Employee will receive an additional day's pay if, in the opinion of the Employer, an extra day's paid vacation would interfere with the vacation schedule or hamper operations.

13.16 An Employee who works a minimum of fourteen hundred and fifty (1450) hours in each year, for three (3) consecutive years, but who does not otherwise qualify for three (3) weeks' vacation with pay, will be entitled to six percent (6%) of his or her current year's gross earnings in each year in which he or she qualify and have a choice of equivalent paid vacation or pay in lieu thereof. Paid statutory holidays and vacation are considered as time worked.

13.17 Where an Employee has worked throughout a calendar year and has not taken an annual vacation and where his or her employment with the Employer has not terminated, the Employer will pay to the Employee an

amount equal to the percentage of the Employee's total wages earned during the calendar year in proportion to his or her consecutive years of service, which will be paid within thirty (30) days after the end of the calendar year.

### 13.0 VACATIONS WITH PAY (cont'd)

- 13.18 Approved leaves from work shall not break an Employee's continuous service for vacation entitlement. Where leaves are not considered as time worked under the terms of the Collective Agreement, the absence will be bridged, that is, not counted, and the Employee's service shall be deemed to be continuous.
- 13.19 If the Employer reduces a full-time Employee to part-time, the reduction period shall be bridged so as not to break an Employee's continuous service for vacation entitlement under this Article 13.0.

### 14.0 WAGES

- 14.01 Job classifications will be paid at hourly rates in accordance with the following Wage Categories:

#### Category 1

Engineer  
Meat Cutter  
Sausage Maker

#### Category 2

Smokehouse Operator  
Silent Cutter Operator  
Stuffer Operator  
Assistant Cutter

#### Category 3

Mixer/Grinder Operator  
Shipping Head  
Packaging Head  
Assistant Smokehouse Operator  
Assistant Stuffer Operator  
Pickle Injector Operator  
Roll Stock Machine Operator  
Sanitation  
Office Head

#### Category 4

Packaging Employee  
Shipping Employee  
Production Employee  
Curing Room Employee  
Driver  
Maintenance  
Office Employee

14.0 WAGES (cont'd)

The following hourly rates of pay for each Wage Category will be paid:

Wage Category	June 1/95	June 1/96	June 1/97
Category 1	\$18.94	\$19.13	\$19.42
Category 2	\$18.67	\$18.86	\$19.14
Category 3	\$15.69	\$15.85	\$16.08
Category 4	\$14.23	\$14.37	\$14.59
Category 5	\$13.25	\$13.38	\$13.58
Student	\$9.25	\$9.25	\$9.25
General Help			
Start - 1,040 hour	\$9.25	\$9.25	\$9.25
1,041 - 2,080 hours	\$10.00	\$10.00	\$10.00
2,081 - 3,120 hours	\$10.75	\$10.75	\$10.75
3,121 - 4,160 hours	\$11.50	\$11.50	\$11.50

For the purposes of General Help Category increases, hours worked are regular hours.

After 4,160 hours of work, General Help employees will move to Category 5.

All Employees, except General Help employees and Students who, as a result of the restructuring of the wages in the Collective Agreement, do not receive a wage increase in the first year of this agreement will be paid a gross restructuring payment of four hundred dollars (\$400.00). This payment will be made on the first pay day after ratification of this agreement.

- 14.02 The Employer will attempt to maintain the number of Cutters at five (5). The Employer will also attempt to increase the number of Cutters. The number of Employees being paid at the rate of Assistant Cutter will not exceed the number of Cutters.
- 14.03 If an Employee is receiving a wage rate in excess of the rates herein contained, his wage rate will not be reduced by reason of the signing of this Agreement.
- 14.04 There will be a Lead Hand in the Boning Department and a Lead Hand in the Packaging Room providing there is more than one (1) Employee in the Department.
- 14.05 An Employee who is temporarily relieving an Employee, for seven hours or more, from another position who receives a higher rate of pay by reason of classification will be paid the higher rate of pay for all time worked in the temporary position.

14.0 WAGES (cont'd)

14.06 An Employee who is transferred, or who is temporarily relieving another Employee in a lower paid position for a period of less than four (4) weeks, will remain at his or her regular pay rate while working in the temporary position. At the expiration of four (4) consecutive weeks, the lower rate shall prevail but the Employee will have the right to return to his or her prior position if work becomes available in that position. If an Employee is transferred to a lower paid position on a job posting or at the Employee's request, the lower rate of pay will apply immediately.

15.0 JURY DUTY

15.01 An Employee who is called and serves as a juror will be excused from work provided he or she notifies the Employer in advance.

15.02 Upon presentation to the Employer of evidence of the days served on jury duty and the amount of compensation received, the Employer will pay the Employee the difference between the compensation received for jury duty and the Employee's regular earnings.

15.03 If released from jury duty, the Employee will return to his or her job if three (3) or more hours of his or her normal shift can be worked. Time worked in excess of eight (8) hours in one (1) day, combined with jury duty and time on the job, will be paid at overtime rates.

16.0 LEAVE OF ABSENCE

16.01 After the completion of one (1) year of service, An Employee may apply for and be granted a leave of absence without pay in situations where a justifiable reason exists. Requests for such leaves must be in writing and should show the length of time requested. The Employer shall answer such requests in writing. Upon written request, a leave of absence may be extended provided the Employee has a valid reason for requiring the extension.

16.02 When an Employee's leave of absence extends beyond two (2) weeks, the Employee will reimburse the Employer for 100% of the premium costs for all benefits provided by the Employer during the leave.

16.03 Leaves of absence will not be granted for an Employee to take another position temporarily, try out new work, or venture into business for himself or herself.

17.0 BEREAVEMENT PAY

17.01 An Employee, except one still on probation, will be allowed a leave of absence with pay to attend and/or make funeral arrangements in connection with the death of a relative as follows:

<u>Relative</u>	<u>Amount of Leave</u>
Spouse, father, mother, child, sister or brother	One (1) week
Mother-in-law, father-in law, grandmother, grandfather, brother-in-law, or sister-in-law	Up to three (3) days

Reasonable evidence of such occurrence may be requested from the Employee by the Employer.

17.0 BEREAVEMENT PAY (cont'd)

17.02 "With pay" means the average daily pay to which the Employee is entitled within the payroll period the leave of absence takes place.

17.03 All time off under this Article must be taken at the time of the bereavement.

18.0 UNIFORMS AND TOOLS

18.01 Launderable outer working clothing, oilskin aprons, oilskin sleeves, gloves, hair nets, hard hats, ear muffs, and clothing for work in the freezer specified by the Employer as required, will be supplied to Employees by the Employer. All items supplied by the Employer remain the property of the Employer and shall not be removed from the Employer's premises without permission but must be returned to the Employer for new issue. Any items not returned to the Employer will be paid for by the Employee. The Employer will make the necessary arrangements for the laundering of such clothing.

18.02 The Employer will provide to applicable Employees all knives, steels, whetstones, etc. The use of these tools is subject to the establishment of regulations necessary to prevent abuse. All tools and working equipment will remain the property of the Employer.

18.03 Employees in the Sanitation Department and Smokehouse Operators and Assistant Smokehouse Operators plus one (1) designated person who performs the majority of his or her work within and around the Smokehouse area will be given a footwear allowance in the amount of seventy-five dollars (\$75.00) per year, which will be paid each year on the anniversary date of this Agreement.

18.04 A tool allowance up to a maximum of seventy-five dollars (\$75.00) every three (3) months will be paid to the Engineer, upon presentation of receipts, to replace worn and broken tools.

18.05 All Employees will wear ear protection while working in the plant. Ear muffs will be provided and if lost will be replaced by the employee at his or her cost. If an Employee chooses, the cost of the first pair of custom fitted ear plugs will be split between the Employer and Employee. Each four (4) years, the Employer will pay 50% of the cost of refitting an Employee with new custom fitted ear plugs.

19.0 SICK LEAVE BENEFITS

19.01 Regular full-time employees shall accumulate sick leave hours at the rate of four (4) hours for each one hundred and sixty (160) hours of regular hours worked. Effective June 1, 1996, sick hours will accumulate at the rate of five (5) hours for each one hundred and sixty (160) hours of regular hours worked.

19.02 Credits will begin to accumulate from the date of the completion of a three (3) month full-time employment eligibility period. Paid time off, vacation, and the first fifteen (15) working days of time off due to sickness, accident or WCB will count as time worked for the purposes of accumulation of sick hours.

19.03 An Employee's accumulated sick leave credits will be shown on each pay cheque.

19.04 The Employer will apply any accumulated sick leave to absences due to

sickness or accident which is not covered by Insured Weekly Indemnity Benefits (or similar benefits) and may supplement Weekly Indemnity Benefits (or similar benefits) provided the total amount paid to the Employee does not exceed his or her regular earnings.

19.0 SICK LEAVE BENEFITS (cont'd)

- 19.05 An Employee who retires on pension will be paid any sick leave credits he or she may have accumulated upon retirement.
- 19.06 An Employee who resigns will be paid any sick leave credits he or she may have accumulated provided he or she gives two (2) weeks written notice of resignation.
- 19.07 An Employee who is terminated will be paid any sick leave credits he or she may have accumulated.
- 19.08 A regular full-time Employee who has accumulated sick leave credits 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. Any Employee found abusing this privilege will be disciplined by the Employer. In such cases, the Employer may discontinue or reduce the benefit of the Employee, or terminate the Employee.
- 19.09 Accumulated sick hours will only be paid out to an Employee for reasons other than sickness in increments of forty (40) hours. Under such a circumstance, accumulated sick hours will only be paid out if the payout will not reduce an Employee's accumulated sick hours below forty (40) hours.
- 19.10 When a regular full-time Employee has qualified for Workers' Compensation benefits, the Employer will pay him the difference between his regular straight time earnings and what he or she receives from the Workers' Compensation Board for the first three (3) scheduled working days absence from the job. Thereafter, the Employer will pay him or her the difference between seventy-five percent (75%) of his or her regular straight time earnings and what he or she receives from the Workers' Compensation Board for a period of up to thirteen (13) weeks from the first day of absence.

20.0 HEALTH AND WELFARE PLAN

- 20.01 The Employer will provide eligible full-time Employees with medical benefits as set out below or similar benefits which are mutually acceptable to the Union and the Employer.
- 20.02 A full-time Employee will be eligible for all benefits except Weekly Indemnity on the first day of the month following four (4) consecutive months of employment. An Employee becomes eligible for Weekly Indemnity on the first day of the month following three (3) consecutive months of employment.
- 20.03 A full-time Employee reduced to part-time will continue to be classified as an eligible full-time Employee for purposes of this Article 20.0. Coverage for Employees who are terminated will continue until the end of the month in which they were terminated.
- 20.04 A new Employee covered by the B.C. M.S.P. at the date of his or her employment may elect to maintain his or her continuity of coverage.
- 20.05 Participation in these benefit plans will be a condition of employment for eligible regular full-time employees except for those Employees who may be exempt from medical benefits only.

(a) Medical Benefits

- (i) The Employer will provide medical coverage through the B.C. M.S.P. or another carrier which provides similar benefits. The Employer will pay seventy percent (70%) of the premium and the Employee will pay thirty percent (30%).

20.0 HEALTH AND WELFARE PLAN (cont'd)

- (ii) The Employer will provide Extended Health Benefits coverage through Great West Life or another carrier which provides similar benefits. The Employer will pay seventy percent (70%) of the premium and the Employee will pay thirty percent (30%). There will be a twenty-five dollar (\$25.00) deductible on eligible expenses in each calendar year.

- (iii) An Employee covered by another plan as a result of a dependency status which is acceptable to the Employer, will be exempt from the Employer's medical plan. If the dependency coverage of such an Employee is discontinued he or she may apply for enrollment in the Employer's medical plan. Enrollment in the plan is subject to a medical examination, and if required, will be taken at the expense of the Employee.

(b) Eyeglass Coverage

- (i) The Extended Health Benefits coverage will include Eyeglass Coverage. This coverage will include one hundred and fifty dollars (\$150.00) coverage in a two (2) year period for adults. The coverage will include one hundred and fifty dollars (\$150.00) coverage in a one (1) year period for dependent children up to twenty-one years of age or twenty-five (25) years of age if in full-time attendance at an accredited educational institution.

(c) Weekly Indemnity Benefits

- (i) Weekly indemnity benefits will commence on the first (1st) day of hospitalization due to non-occupational accident or sickness or if no hospitalization is involved, on the sixth (6th) day of absence due to sickness or accident. Weekly indemnity benefits will be paid at the rate of sixty-six and two-thirds percent (66 2/3%) of an Employee's gross weekly earnings. The period of benefit coverage is twenty-six (26) weeks. The Employer will pay seventy percent (70%) of the premium and the Employee will pay thirty (30%).

(d) Group Life Insurance

- (i) Group Life Insurance coverage of twenty thousand dollars (\$20,000.00) will be provided. Effective June 1, 1996, Group Life Insurance coverage will increase to forty thousand dollars (\$40,000). The Employer will pay seventy percent (70%) of the premium and the Employee will pay thirty (30%).

(e) Dental Care Plan

The Employer will provide dental coverage as set out below. The Employer will pay the full cost of the premium and there are no

deductibles.

Plan "A" - Basic Coverage

80% co-insurance

20.0 HEALTH AND WELFARE PLAN (cont'd)

Diagnostic Services

All necessary procedures to assist the dentist in evaluating the existing conditions to determine the required dental treatment, including:

Oral examinations  
Consultants  
X-rays (complete mouth x-rays will be covered only in a three year period)

Preventative Services

All necessary procedures to prevent the occurrence of oral disease, including:

Cleaning and scaling  
Topical application of fluoride  
Space maintainers

Surgical Services

All necessary procedures for extractions and other surgical procedures normally performed by a dentist.

Restorative Services

All necessary procedures for filling teeth with amalgam, synthetic porcelain and stainless steel crowns. Gold inlays or onlays will be provided as a filling material only when teeth, in the professional opinion of a dentist, cannot be restored with any of the above materials. Gold foil will be provided only in cases of repair to pre-existing restorations.

Prosthetic Repairs

All necessary procedures required to repair or reline fixable or removable appliances.

Endodontics

All necessary procedures required for pulpal therapy and root canal filling.

Periodontics

All necessary procedures for the treatment of tissues supporting the teeth.

Plan "B" - Prosthetic Appliances & Crown & Bridge Procedures

75% co-insurance

Crowns and Bridges

Partial and/or complete dentures, but not more than once in five (5) years. Dentures lost, broken or stolen will not be replaced.

20.0 HEALTH AND WELFARE PLAN (cont'd)

Plan "C" - Orthodontics

75% co-insurance

The orthodontic plan implemented by the Employer will remain in effect.

20.06 Should the Federal or Provincial Governments introduce legislation, the effect of which is to supplement or overlap existing health and welfare plans, the parties to this Agreement agree to immediately discuss the modification of present benefits so that the total cost of the combined plans will be limited to the level outlined in this Agreement, which change will be effective as of the date that the plan involved is altered because of such legislation.

21.0 PENSION PLAN

21.01 The carrier for the Pension Plan will be one which is acceptable to the Employer and the Union.

21.02 An Employee will be entered into the Plan after completing one thousand seven hundred (1,700) hours of employment with retroactive contributions to his or her date of hire.

21.03 If an Employee is terminated after the end of his or her probationary period but before the completion of one thousand seven hundred (1,700) hours of employment required for participation in the pension plan, and the termination is put before an Arbitration Board for consideration, the Board may consider whether or not the Employee is entitled to receive the pension plan contributions retroactive to the Employee's date of hire.

21.04 The Employer will contribute fifty-seven cents (\$.57) per hour worked, per Employee to the Pension Plan. Commencing June 1, 1997, the Company will contribute fifty-eight cents (\$.58) per hour worked, per Employee, toward the Pension Plan.

21.05 For the purpose of determining Employer contributions, hours worked will include all straight time hours actually worked and include paid time off, paid vacation, paid statutory holidays and the first six (6) months of time lost due to sickness, accident, or WCB to a maximum of 2,080 hours in a calendar year.

21.06 Employer contributions to the Pension plan will vest as follows:

(a) Thirty percent (30%) after two (2) years.

(b) Fifty percent (50%) after three (3) years.

(c) Seventy-five percent (75%) after four (4) years.

(d) One-hundred percent (100%) after completion of five years participation in the plan.

21.07 Non-vested contributions (where terminations occur before five (5) years participation in the plan) of terminated Employees will be distributed to the pension accounts of Employees who have six (6) years or more Employment with the Employer. The allocation of the contributions will be on a pro-rata basis according to the actual years of service per Employee. This calculation and distribution will be made on a yearly basis.

## 22.0 MATERNITY, PATERNITY AND PARENTAL LEAVE

### 22.01 Maternity Leave

An Employee who is pregnant shall be given maternity leave without loss of seniority or other privileges from eleven (11) weeks prior to the expected delivery until six (6) weeks after delivery. The Employee may choose to delay the commencement of her maternity leave, provided she is medically fit to perform the full range of duties of her position. This will not affect the Employee's entitlement to eighteen (18) weeks of maternity leave. Benefit coverage for this eighteen (18) week period will be according to the Employment Standards Act.

An Employee may request additional leave of absence for a specified period of time which will not exceed thirty-four (34) weeks. All requests for such leave must be submitted in writing at least two (2) weeks prior to the return to work date. The request must specify the length of the extension and the revised date the Employee will be available to return to work. The length of the extension may be modified by mutual agreement between the Employee and the Employer. Benefits will not accrue while an employee is on this extension of maternity leave except that portion of the leave which relates to Parental Leave.

In addition to the Maternity Leave set out above, such leave prior to delivery may be extended by the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work.

A request in writing may be made by an Employee for maternity leave of up to six (6) weeks upon the adoption of a pre-school child. This may be extended by an additional six (6) weeks by mutual agreement between the Employee and the Employer.

Prior to the commencement of any leave of absence extension, an Employee may pay the Employer and Employee portion of all benefits.

At no time will this benefit be less than those provided for in the Employment Standards Act.

### 22.02 Paternity Leave

A male Employee will be entitled to an unpaid leave of absence of up to five (5) days at the time of the birth of his child or the adoption of a pre-school child. An Employee may use one (1) week of vacation for this leave.

### 22.03 Parental Leave

In addition to leaves set out in Articles 22.01 and 22.02, all Employees will be entitled to Parental Leave as provided for by the Employment Standards Act.

## 23.0 MANAGEMENT'S RIGHTS

23.01 The Union recognizes that the management of the business and the direction of its Employees including, but not limited to, the right to hire, suspend or discharge for just cause, to relieve Employees from duty because of lack of work, to determine the methods, processes and means of production, to determine schedules of production, to determine standards of performance and quality are solely and exclusively the responsibility of the Employer, provided that none of these rights shall violate any of the provisions of this Agreement.

## 24.0 MISCELLANEOUS

- 24.01 The Company and the Union agree to conduct a review of the Collective Agreement immediately after ratification, to identify and amend provision which are contrary to the principles of gender neutrality. It is understood that any amendments agreed upon shall not amend the spirit and intent of any provisions of the Collective Agreement.
- 24.02 An Occupational Safety and Health Committee will be formed and a Union Representative will be entitled to attend meetings. The minutes of the meetings of the Health and Safety Committee will be forwarded to the Union.
- 24.03 The Employer will provide Employees with tea, coffee and meat.
- 24.04 The Union will co-operate with the Employer regarding Employer participation in Government funded job creation programs.
- 24.05 The posting of official union notices will be approved by the Employer.
- 24.06 Employees may purchase products produced or carried by the Employer. The conditions of purchase and product prices will be set by the Employer. All purchases will be deducted from the Employee's pay cheque on the first pay day following the purchase.
- 24.07 It is understood, and agreed, that no Employee will engage in any additional employment outside the Company which would involve a conflict of interest between that employment and his or her employment with the Company. Conflict of interest is defined as "Any employment in a capacity, of which the nature is the same or similar to the work at B.C. Fancy Sausage Co. Ltd."
- 24.08 When an Employee calls in sick, he or she will give a reason as to why he or she is not coming to work as well as the time and date he or she expects to return. If an Employee is absent for three (3) days or more, he or she will not be able to begin his or her shift upon returning to work without presenting a doctor's note to his or her supervisor. The doctor's note will clearly state that the Employee is able to return to work as a Food Handler. This will not relieve an Employee of his or her responsibility to keep his or her supervisor informed of his or her expected return date.
- 24.09 A valid Health Certificate is a condition of employment.
- 24.10 Where an Employee attends an interview with Management for the purpose of receiving a formal discipline report, the Employee shall have the right to a witness. The witness will be a shop steward or a person mutually agreed upon. If during any other private corrective interview with Management where during the interview it is determined that there will be a discipline report on the Employee's record and if the Employee feels there is a violation of Article 5.0 of this Collective Agreement, the interview may be temporarily suspended so that the Employee may call in a witness. Any witness used by the Employee in the above situation will be another Employee working in the plant at the time the interview is being held. It is understood the witness is an observer and not a participant.
- 24.11 Subject to giving the Employer advanced notice, an Employee shall have access to his or her personnel file. The review of the file by an Employee will be at the plant and supervised by Management.

25.0 TERMINATION OF THIS AGREEMENT

- 25.01 Except as otherwise provided herein, this Agreement will be effective from June 1, 1995 up to and including May 31, 1998 and from then on from year to year unless the notice as described in Section 25.02 is given. If such notice is given, the provisions contained in this Agreement will 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.
- 25.02 Subject to the foregoing, either party may, within four (4) months prior to May 31, 1998 or any subsequent anniversary thereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.
- 25.03 The Employer and the Union agree to exclude the operation of Section 50(2) and 50(3) of the Labour Code of British Columbia Act and the same shall not be applicable to this Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
DON GEROW

\_\_\_\_\_  
RICHARD GRIMM

\_\_\_\_\_  
KEVIN BARR

\_\_\_\_\_  
THOMAS ARNOULD

LETTER OF UNDERSTANDING NO. 1

BETWEEN:            B.C. FANCY SAUSAGE CO. LTD.

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

The Union agrees that the eight (8) Department Managers listed below (who have withdrawn from the Union) may continue with their full scope of work related duties and when they retire, terminate, or are promoted, the employee filling their position will not do any greater amount of bargaining unit work than what was being done by these Department Managers.

Boning Room	Savo Jeremic
Production I:	Lincoln Brouwer
Production II:	Steve Ternes
Smokehouse:	Pentti Palm
Afternoon Shift	Greg Pladsen
Shipping:	Martina Kramer
Packaging:	Len Castillo
Maintenance:	Tack Ho Chin

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
DON GEROW

\_\_\_\_\_  
RICHARD GRIMM

\_\_\_\_\_  
KEVIN BARR

\_\_\_\_\_  
THOMAS ARNOULD

LETTER OF UNDERSTANDING NO. 2

BETWEEN: B.C. FANCY SAUSAGE CO. LTD.

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

It is agreed and understood that the expansion of Article 9.05 to include a Tuesday to Saturday shift will not limit the potential nor hinder the potential promotion of employees hired prior to August 12, 1990 and working the Monday to Friday shift.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
DON GEROW

\_\_\_\_\_  
RICHARD GRIMM

\_\_\_\_\_  
KEVIN BARR

\_\_\_\_\_  
THOMAS ARNOULD

LETTER OF UNDERSTANDING NO. 3

BETWEEN: B.C. FANCY SAUSAGE CO. LTD.

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

The Employer and the Union agree to work together to promote safe food handling among all Employees. This will include requiring employees to attend courses, at the Employer's expense.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

FOR THE UNION:

FOR THE EMPLOYER:

\_\_\_\_\_  
DON GEROW

\_\_\_\_\_  
RICHARD GRIMM

\_\_\_\_\_  
KEVIN BARR

\_\_\_\_\_  
THOMAS ARNOULD