

AGREEMENT

BETWEEN

COLONIAL FARMS LTD.

Box 9
3830 Okanagan Street
Armstrong, BC V0E 1B0
Phone: (250) 546-3008

AND

UNITED FOOD & COMMERCIAL WORKERS INTERNATIONAL UNION, AFL-CIO, CLC, LOCAL 1518

Industrial Sector
4021 Kingsway
Burnaby, BC V5H 1Y9
Phone: (604) 434-3101

Ratified March 12, 2003

**Duration of Agreement
October 1, 2002 – September 30, 2006**

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UFCW Local 1518-Colonial Farms Collective Bargaining Agreement

THIS AGREEMENT made and concluded at Armstrong, B.C. this **12th day of March, 2003.**

Between: **Colonial Farms Ltd.**
Box 9, 3830 Okanagan Street
Armstrong, B.C. V0E 1B0
Hereinafter referred to as the "Company"

OF THE FIRST PART

And: **United Food and Commercial Workers**
Local 1518, Industrial Sector
4021 Kingsway
Burnaby, B.C. V5H 1Y9
Hereinafter referred to as the "Union"

OF THE SECOND PART

ARTICLE 1 – PREAMBLE

WHEREAS it is the desire of both parties to this Agreement:

- (i) To commence, maintain and improve the harmonious relations, mutual feelings of respect and conditions of employment between the Company and the Union;
- (ii) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions;
- (iii) To encourage efficiency in operations;
- (iv) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;

NOW THEREFORE, THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual agreement and covenants hereinafter contained, agree with the other as follows:

ARTICLE 2 – BARGAINING AGENCY

Section 1 – Union Shop Provisions

The Company recognizes the Union as the sole collective bargaining agency for all employees excluding executive staff, sales and office staffs, office janitor, foremen, **quality control staff** and buyers with respect to wages, hours of work and terms and conditions of employment. The Company recognizes the right of the Union to determine the standing of all members.

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Section 2 – Union Shop Provisions

The Company agrees that all employees now members of the Union and all employees who become members of the Union shall remain members in good standing of the Union while employed by the Company during the life of this Agreement, as a condition of continued employment.

Section 3 – Recognition – Union Shop

(a) The Company agrees to retain in its employ, within the bargaining unit as outlined in Article 2, Section 1 of this Agreement only members of the Union in good standing.

(b) The Company 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 within ten (10) working days after employment and become members within three hundred and twenty (320) hours worked.

The Company will provide the Chief Shop Steward with a monthly recap of the accumulated hours worked by each probationary employee. This will also include part time, relief and student employees.

(c) The Company 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 regards to Union Membership, and to provide the Union in writing with the name and address of each new 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 Company. The Company 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.

Section 4 – Deduction of Dues

(a) The Company agrees to deduct from the wages of each employee upon proper authorization from the employee affected, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Company agrees to honour a written assignment for initiation fees and union dues on behalf of any employee who is or becomes a member of the Union.

(b) Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer for the Union not later than the twentieth (20th) day of the month for which dues are deducted, and accompanied by a written statement of the names for whom the deductions were made and the amount of each deduction, along with a list of names of the employees for whom no deduction was made and the reasons therefore. In addition to the Secretary-Treasurer, the Chief Shop Steward shall also be furnished with this list. The amount of union dues paid by an employee during a taxation year shall be shown on the employee's statement of remuneration paid form, T-4, supplementary, or such other similar form furnished by the Federal Income Tax Authorities.

(c) The Union agrees to advise the Company in writing of the amounts of such initiation fees, union dues, fines and/or assessments as may be determined from time to time by the Union.

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Section 5 – Union Representative Visits

A full time Union Representative, known to the management as the Business Representative, will be entitled to visit the unit for the purpose of observing working conditions, interviewing members, and to insure that the terms of the Collective Agreement are being implemented.

(a) Under no circumstances will a Union Representative interrupt, disrupt or stop any employee while engaged in the performance of their duties. If the Union Representative wishes to speak to any employee, he shall first obtain permission from the Plant Manager, who shall not unreasonably deny this request.

(b) When entering the plant and before visiting the plant, the Union Representative shall contact the Management Representative and advise that he intends to visit the plant. The Union Representative will be accompanied by a Management Representative during such visits.

(c) When in the plant, the Union Representative will follow and observe all policies governing plant operation.

ARTICLE 3 – EMPLOYER RIGHTS

Section 1 – Management of the Plant

The management of the Plant and direction of the working force including the right to hire, suspend, dismiss for just cause and the methods, processes and means of production and handling shall remain the exclusive function of the Company provided that such management and direction does not contravene the express provisions of this Agreement; in which case the matter is subject to the provisions of the grievance procedure.

Section 2 – Justice and Dignity

The Company and the Union agree that the promotion of a harmonious relationship and the development of mutual respect in the workplace is the responsibility of all management/supervisory/bargaining unit employees alike.

It is agreed that any actions such as physical aggression, the use of vulgarity, profanity, or name-calling are contrary and counter-productive to a harmonious workplace and will not be tolerated. Offenders will be subject to discipline.

ARTICLE 4 – WAGES

Section 1 – Wage Schedule to Cover All Employees

Attached to this Agreement shall be a Wage Schedule covering all employees. This shall not apply to employees excluded in Article 2, Section 1. No employee shall hold more than one (1) classified position, except where otherwise mutually agreed.

Section 2 – Additions/Deletions to Wage Schedule

Classifications and rates of pay for such classifications shall be in accordance with the "wage schedule." Any additions or deletions to the present classifications in Schedule "A" shall be the subject of collective bargaining between the Company and the Union. Any new job rates agreed to shall be retroactive to such date an employee was placed in a new job classification or such date the Union initiated collective bargaining.

Section 3 – Substitutions and Transfers to Jobs

If a **full-time** employee substitutes in any department on any job during the temporary absence of another employee because of sickness, holiday leave or other similar cause, he or she shall receive where such job pays less, his or her former rate of pay and where such job pays more, the rate applicable to the temporary job. In the case of temporary transfers, the basis of transfer shall be the junior qualified employee in the plant provided, however, no senior employee makes a request for such temporary vacancy/transfer, and further provided, that such transfer does not unreasonably effect the efficient operations of the Company. **Where, under this provision an employee requests that they be transferred to a lower-rated job, the lower rate shall apply immediately.** An employee who obtains a temporary transfer under this provision, shall stay on the temporary job transfer until such time as the absent employee returns to that job and the provisions of Article 6 – Section 6 (a) do not apply.

Section 4 – Payday Identified

Payment of wages shall be made bi weekly on a Friday. In the event there is a plant closure on the regular pay day, employees will be issued their pay cheques on the day prior to the regular pay day.

Section 5 – Payday Identified

All employees shall be paid during working hours. The Parties acknowledge that at some times the plant may be closed when payday falls, in which case payment need not be made during working hours. Total deductions, earnings, regular hours, overtime hours and rates of pay shall be shown separately on the cheque stub.

Section 6 – Overtime and Premiums

The Company will pay an employee reporting for work as required by the Company, unless the employee is unfit to perform his duties or unless he has failed to comply with the **H.A.C.C.P. or** Industrial Health Regulations of WCB, his regular wages for the entire period spent at the place of work with the minimum in a day of:

- (a) Two (2) hours pay whether or not he commences work.
- (b) Where the employee commences work, four (4) hours pay unless his work is suspended because of reasons completely beyond the control of the Company in which case paragraph (a) applies, except where the employee commences work on his sixth or seventh day of work, an amount not less than two (2) hours pay at the applicable double time (2x) rate.

The Company will pay a part time employee reporting for work as required by the Company, his regular wage for the entire period spent at the place of work, with a minimum in any one (1) day of two (2) hours pay whether or not he commences work.

Section 7 – Workplace Injuries

An employee injured while working in the plant shall suffer no loss of earnings for the balance of hours in the scheduled shift in which the accident occurs if, as a result of such injury, he is sent home or to the hospital or for medical attention from instructions from the First Aid Attendant after discussions with the Plant Manager or his designate; but if such is not possible then by a Company representative. It is understood and agreed to that the Plant Manager or his designate, shall not have the ability to veto the decisions of the First Aid Attendant. If any cost of transportation to a local medical practitioner or local hospital is not covered by the Medical Plan

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payment then transportation costs shall be borne by the Company. In the event that no Company representative is present to report to, the Company will provide a telephone number to the employees where a report of their accident may be received.

Section 8 – Overtime and Premiums

Employees whose work schedule calls for an eight (8) hour day shall not be required except in case of emergency which is beyond the control of the Company to work more than 4 1/4 hours without a first meal period of thirty (30) minutes and more than five (5) hours without the second and third meal periods. The second and third meal period shall be one-half (1/2) hour on Company time and these meals shall be supplied free of charge by the Company. In cases where there is no meal provided a cash equivalent of \$7.00 plus one-half (1/2) hour straight time will be added to his gross earnings for that fiscal week.

Section 9 – Overtime and Premiums

Employees whose work schedule calls for an eight (8) hour day required to work more than four and one-quarter (4 1/4) hours without a first meal period shall be compensated at one and one-half (1 1/2) their hourly rate for all time worked in excess of four and one-quarter (4 1/4) hours until a meal period is granted.

Section 10 – Overtime and Premiums

Truck drivers scheduled to work a ten (10) hour shift are entitled to one and one-half (1 1/2) times their regular rate of pay once he has worked in excess of ten (10) hours in a day and double (2x) his regular rate of pay once he has worked in excess of twelve (12) hours in a day for any hours exceeding ten (10) hours and twelve (12) hours respectively.

Employees scheduled to work a ten (10) hour shift under the provisions of this section, shall be paid ten (10) hours at their regular hourly rate for each of the Statutory Holidays listed under the provisions of Article 5.

ARTICLE 5 – HOURS OF WORK AND OVERTIME

Section 1 – Bi-weekly Schedules

The Company agrees to post a bi weekly schedule for all employees. The schedule of hours may vary from department to department but shall not total more than eight (8) hours per day and more than 40 hours per week. Truck drivers and shippers may be scheduled to work 40 hours per week Monday to Saturday. Weekly schedules for employees may not be changed with less than 24 hours notice without mutual agreement or unless conditions emerge in the plant operation which are beyond the Company's control.

Section 2 – Statutory Holidays

The Company agrees to pay all regular employees at their regular rates of pay for the normal hours of work as set forth in the Hours of Work Schedule on each of the following Statutory Holidays whether they work or not:

- | | | |
|----------------|------------------------|-----------------|
| New Year's Day | First Monday in August | Remembrance Day |
| Good Friday | (B.C. Day) | Christmas Day |
| Victoria Day | Labour Day | Boxing Day |
| Canada Day | Thanksgiving Day | |

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and any other holiday that may be declared by either the Federal or Provincial Governments.

Effective January, 2004, all employees with one (1) year's service shall become eligible for a Floater-Statutory Holiday, upon achieving nine (9) consecutive months' service without an unapproved absence from work (i.e., Weekly Indemnity, WCB, LOA, EI).

Section 3 – Working on Statutory Holiday

If an employee is required to work on any of the Statutory Holidays mentioned herein, he shall receive, in addition, pay for hours actually worked on the Statutory Holidays at two (2) times his regular job rate and these hours shall be considered as scheduled hours worked at regular rates for the purpose of the guarantee.

Section 4 – Special Holiday

A special holiday shall be a special and non-recurring public holiday of general observance other than a Statutory Holiday proclaimed by the Government of the Dominion of Canada, as for example V-J Day. Double (2x) times the regular rate shall be paid to employees for all hours worked on a special holiday.

Section 5 – Statutory Holidays Falling on Saturday or Sunday

Subject to the demands of the business, Statutory Holidays falling on either a Saturday or a Sunday shall be recognized on the Friday before or the Monday following the Statutory Holiday.

Section 6 – Statutory Holiday Pay

If an employee is absent on the day before or after a Statutory Holiday without just cause, payment for the holiday may be withheld subject to mutual agreement between the Company and the Union Grievance Committee. In the case of repeated absences without just cause, payment for the holiday may be left to the discretion of the Company.

Section 7 – Lay-off or Recall in Holiday Weeks

Employees on lay-off or who are recalled in the pay weeks in which the public holidays fall, shall receive eight (8) hours' pay at regular rates for such holiday, provided he receives pay for hours worked in the week preceding or succeeding the Statutory Holiday. To qualify for this holiday pay, employees must work out their lay-off notice or report to work on recall when required as the case may be.

Section 8 – Seniority to Govern Layoff

On reducing or increasing the work force, seniority shall govern provided the senior employee is capable of handling the work performed by the employee of lesser seniority. In cases of dispute it shall be subject to the grievance procedure. It is understood that the order of lay-off or recall shall be in accordance with the seniority list referred to in Article 6, Section 3. In the event of a work shortage occurring between November 1st and December 31st, the Company shall reduce the number of employees to be employed during the work shortage period, in order to maximize the hours of work for senior employees.

Section 9 – Rest Periods

A 15-minute rest period will be granted twice in each shift, approximately midway before lunch and approximately midway after lunch. Other than in the case of gang leaders no employee shall be required to work beyond 2 1/4 hours without a rest period. The afternoon rest period shall be payable **two (2)** hours after the return from the lunch period.

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Section 10 – WCB/Sickness During Statutory Holidays

An employee who is absent for reasons of sickness or non compensable accident up to 17 weeks or compensable accident during a period in which a Statutory Holiday occurs shall receive the difference between the WCB. benefit entitlement or his weekly indemnity entitlement and eight hours pay at his regular rate for such Statutory Holidays as occur during such absences.

Section 11 – Rest Between Shifts

Unless otherwise agreed by the employee all employees shall be entitled to twelve (12) hours of rest between shifts. Should the employee be required to work during his twelve (12) hour rest period, all hours worked will be paid for at overtime rates.

Section 12 – Seniority in Layoffs

It is understood and agreed, that where there is a no kill or short work day in effect, employees within the bargaining unit may exercise their seniority in order of seniority, for the purpose of electing to be laid off rather than to remain on the payroll during such short work days, subject to mutual agreement. The employee shall make application to his supervisor in writing to be laid off for the short workdays on a form to be provided by the Company.

Section 13 – Negotiated Schedule of Hours

For the purpose of complying with Section 1 of this Article, the following provisions shall be regarded as the negotiated schedule of hours:

<u>Production</u>	<u>Starting Times</u>
First Shift (Days)	6:00 a.m. to 9:00 a.m.
Second Shift (Afternoons)	11:00 a.m. to 4:00 p.m.
Third Shift (Nights)	8:00 p.m. to 12:00 midnight
Drivers/Hangers/Suppliers/Set up	Up to 60 minutes prior to regular starting time.
Maintenance	Up to 60 minutes prior to the start of the First Shift

When under the provisions of this section, the Company schedules staggered starting times, they will do so in order of seniority, giving the senior qualified employee first preference of earliest starting times.

During the period of June 1st to Sept. 30th. inclusive, the negotiated starting times, referred to herein may be amended to provide for a 5:00 a.m. starting time for the First Shift and a 10:00 a.m. starting time for the Second Shift. The provisions of this clause will only be applied during adverse weather conditions, or when there is an obvious hazard to the health of birds due to such weather conditions.

Section 14 – Definition of Overtime

"Overtime" is defined as time worked prior to the normal commencement of an employee's scheduled shift and/or after the completion of the employee's scheduled shift; or time worked in excess of the employee's daily shift and/or weekly shift. Overtime does not apply to part time employees unless said employee works for more than eight hours per day. When it is necessary to work overtime, the employees selected shall be the senior qualified employees in the department where the overtime is required. If any employee is not available within the department then the senior qualified employees available at the plant shall be selected. If any senior qualified employee has been inadvertently missed for overtime he shall be paid for the applicable amount of overtime he has missed.

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The Union will encourage employees to work overtime.

Section 15 – Rest Periods in Overtime

When overtime is required 30 minutes after the regular quitting time, a rest period of fifteen (15) minutes shall be granted before, during or after the overtime work. The provisions of this clause shall be administered by mutual agreement between the Union Stewards and the Company.

Section 16 – Overtime Premiums

All time worked before or after the negotiated schedule of hours shall be paid for at one and one-half (1 1/2) times the employee's regular rate of pay for the first (1st) two (2) hours after the regular shift and double (2x) thereafter, except where otherwise provided.

Section 17 – Overtime Premiums

Two times the employee's regular rate of pay shall be paid to all employees on their 6th and 7th consecutive day of work if they are so required to work. Provided however that part time employees are not eligible for two times their regular rate of pay unless prior to the 6th or 7th consecutive day of work they have worked a total of forty (40) hours in the previous week.

Section 18 – Late Report

An employee reporting to work late on his regularly scheduled shift shall not be entitled to overtime rates of pay until completion of 8 hours work.

Section 19 – Limitation of Overtime

The Company will limit overtime hours of work as far as reasonably possible. Wherever possible the Company will first discuss the matter with the Union if gang overtime is involved, or if overtime is involved for individuals. If overtime is necessary, the Union will encourage employees to work. In the event that the Company requires overtime, all employees involved in the overtime shall be provided with notice to this effect when the Company is first aware of the overtime requirement. Gang Leaders appointed after October 1, 1991 shall work overtime when their departments work overtime.

Section 20 – Overtime Voluntary

It is agreed that all overtime work shall be voluntary and that no employee shall be compelled to work overtime, nor shall he be discriminated against for refusal to work overtime. If an employee agrees to work overtime, such employee shall be obligated to complete the overtime shift. Gang Leaders appointed after October 1, 1991 shall work overtime when their departments work overtime.

ARTICLE 6 – SENIORITY

Section 1 – Total Plant Seniority

Seniority shall operate on a total plant basis except where otherwise specified in this Agreement.

Section 2 – Probationary Period

Notwithstanding anything to the contrary contained in this Agreement, it is mutually agreed that all new employees are hired on probation. The probation period of employment shall continue for three hundred and twenty (320) hours of work with the Company and during this period no seniority rights shall be recognized. Upon completion of three hundred and twenty (320) hours of

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work the employee shall be entitled to seniority dated from the day on which he entered the employ of the Company.

Section 3 – Definition of Seniority

Seniority shall be defined as the length of an employee's service with the Company or the Bargaining Unit, calculated as the elapsed time from the day he was first employed, unless his seniority was broken in which event such calculation shall be from the date he returned to work following the last break in his seniority.

Section 4 – Loss of Seniority

Seniority service records shall not be considered broken and there shall be no interruption in an employee's continuity of seniority rights except as specifically provided herein:

- (a) When an employee voluntarily leaves the service of the Company.
- (b) When an employee has been discharged for just cause and such termination has not been reversed by the grievance procedure.
- (c) When an employee has been laid off from employment by the Company for a period longer than the time allowed in the following schedule:

<u>Length of Seniority at Date of Lay-off</u>	<u>Length of Allowable Time-off Payroll</u>
Over 30 working days to 6 months	Time equivalent to one-half (½) his length of service
Over 6 months	Time equivalent to length of service to one (1) years

Section 5 – Seniority Records

Two (2) copies of the seniority records list will be made available to the Union Chief Steward every two (2) months.

Section 6 – Filling of Vacancies & Job Postings

(a) In the Bargaining Unit, the filling of permanent vacancies shall be based on ability and seniority. Ability being sufficient after a reasonable trial to do the job, seniority shall prevail. A reasonable trial shall not exceed twenty (20) working days nor be less than five (5) working days, however, if mutually agreed, this period may be extended a maximum of ten (10) working days. Employees shall receive the applicable job rates provided for in the Wage Rate Schedule for the job or jobs they have been posted or appointed to when they become qualified. All postings and/or appointments shall be designated in writing with a copy to the grievance committee.

If it is obvious to the Company and the Grievance Committee that an employee cannot qualify or is causing serious loss or damage to product or equipment, he may be returned to his prior position.

(b) The word "qualified" as used in this Agreement shall be interpreted to mean: regularly perform the job without assistance and continued corrective supervision.

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(c) Vacancies within the Bargaining Unit shall be posted for five (5) working days to give employees with one (1) year seniority ample time to apply. In the case that no application is received for any posting, the vacancy shall be filled by appointment (subject to the following provisions of subsection (d) of this section), and the appointee automatically given posted status. Transfer to jobs will be made within ten (10) working days from the date the posting was awarded, unless otherwise agreed between the Company and the Union. When a posted employee is laid off, he shall return to his prior position upon recall, provided that the period of layoff does not exceed three (3) months. Temporary vacancies resulting from sickness, compensation and holidays need not be posted. The word "temporary" as used in this Agreement shall be defined as a result of mutual agreement between the local grievance committee and the Company based upon the circumstances of each individual case. Posted employees are not subject to being appointed to a permanent position unless they voluntarily relinquish their posted positions.

(d) Only the original vacancy and the two (2) successive vacancies thus produced will be posted, the subsequent vacancy being filled by appointment, with the appointee automatically given posted status. In any case, there shall not be more than one (1) posting per nine (9) consecutive months per employee. This nine (9) month period shall commence from the date that the applicant or appointee was awarded the posting. An appointment to a job shall not constitute one of the postings that employees are entitled to secure per each nine (9) month period. In cases where a job vacancy is posted and there are no applicants for such vacancy, those employees who are locked into the nine (9) month period referred to above may make application for such vacancy and that subsequent vacancy will be filled by appointment.

Section 7 – Gang Leaders

Gang Leaders shall, in consultation with the labour/management committee, be appointed by the Company and the Union shall be notified five (5) working days prior to the effective date of the appointment, except in the case of temporary appointment for sickness, holidays etc. The position of Gang Leader may be terminated at any time by the Company or relinquished voluntarily by the incumbent. No Gang Leader shall hire, layoff, suspend, discharge, exercise other discipline or direct the work force. Gang Leaders shall be responsible for coordinating their departments' work activities as determined by Management.

Section 8 – Advance Notice of Layoff to Chief Steward

The Chief Shop Steward of the Plant shall be given a list of employees to be laid off or recalled at the same time as employees are given notice under Article 6, section 14.

Section 9 – Return to Work

Any laid off employee who cannot be contacted and who has been notified by registered letter at his or her last known address to return to work and within seven (7) working days has failed to do so, or failed to contact the office, shall be considered to have quit his employment voluntarily and his existing seniority rights shall thereupon be terminated. When any such notice is sent to any employee by registered letter, copy thereof shall be sent concurrently to the Union grievance committee.

Section 10 – Leave for Position with Union

(a) One (1) employee who may be elected or appointed to a full time position with the Union, upon proper notice to be agreed upon by the parties of this Agreement, shall be granted a leave of absence, without pay, not to exceed the life of this Agreement. Upon one week's notice of his desire to again return to work for the Company, he shall be placed upon his job previously held,

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or in the event that the job has been eliminated one of equal pay, without loss of seniority, provided he is physically fit and capable of performing the work. Leave of absence under this clause will be given in writing by the Company.

(b) Leave of absence shall be granted upon request by an employee who has been elected or appointed to attend any function on behalf of the Union, provided such leave does not unreasonably effect the efficiency of the Company's operations. Such employees shall continue to accumulate seniority for the period covered by this Agreement and upon their return to work shall be reinstated in the job held prior to the leave or in the event that the job has been eliminated one of equal rating. Employees on leave under the provisions of this clause shall receive eight (8) hours pay at their regular rate for up to three (3) Statutory Holidays which occur during such leave of absence.

Section 11 – Seniority During Absences

Employees with seniority who are absent from work because of sickness, accident, non occupational disability, workers compensation or approved personal leave of absence, shall suffer no loss of seniority and shall continue to accumulate seniority during such absences on the following basis:

(a) Except where otherwise provided a maximum – two (2) weeks accumulation of seniority for personal leaves of absence.

(b) For **full-time** employees with one (1) years seniority and over – six (6) months accumulation of seniority for absence due to sickness, accident or non occupational disability. Under the provisions of this clause, it is understood that while seniority will continue to accumulate, all monetary benefits, **including vacation pay**, will cease after a maximum period of seventeen (17) weeks, except that the provisions of Article 10, Sections 8 (b) and (d) shall continue for a period equal to the employee's seniority.

(c) For **full-time** employees with forty (40) days, but less than one (1) years seniority – accumulation of seniority for absence due to sickness, accident or non-occupational disability for a period equal to one half (1/2) their seniority. Under the provisions of this clause, it is understood that while seniority will continue to accumulate, all monetary benefits, **including vacation pay**, will cease after a maximum period of seventeen (17) weeks, except that the provisions of Article 10, Sections 8 (b) and (d) shall continue for a period equal to the employee's seniority.

(d) **Full-time** employees claiming WCB – accumulation of seniority for a period equal to their seniority. Under the provisions of this clause, it is understood that while seniority will continue to accumulate, all monetary benefits, **including vacation pay**, will cease after a maximum period of eight (8) months except that the provisions of Article 10, Section 8 (b) and (d) shall continue for a period equal to the employee's seniority. Employees covered under the provisions of this clause shall, upon their return to work be reinstated into the position held prior to his or her absence or in the event that the job has been eliminated to one of equal rating, providing he or she is capable of performing former duties. In the case of sickness and accident, it shall be the duty of each employee so absent to notify the Company weekly of the reasons for absence and how long they expect their absence will last. Under the provisions of this clause, employees shall continue to accumulate seniority during such absences. It is agreed that employees give notice, where possible, of not less than five (5) working days prior to their return to work after being absent and receiving WCB. benefits or Weekly Indemnity benefits.

(e) Relief employees claiming WCB – accumulation of seniority for a period equal to their seniority, to be based upon the average hours worked in the preceding three (3) month period.

(f) Upon completion of five (5) years seniority/service, each employee shall be entitled to a leave of absence of up to four (4) weeks. This leave may be renewed upon each five (5) years seniority/service thereafter. Leaves under this provision shall be restricted to one (1) employee per department away at a time. No leave under this provision shall be granted between the period May 1st – September 30th inclusive and December 15th – January 15th inclusive. Employees on leave under this provision, shall be responsible for the costs of the Health and Welfare Benefits referred to in Article 10 – section 8 for the period of their leave.

Section 12 – Leave of Absence in Writing/Extensions

Permission for leave of absence extending over a period of more than two (2) weeks must be received in writing and may in no case exceed a three (3) month period, provided, however, that it may be extended upon agreement by the parties hereto. In the event of an approved leave of absence for more than one (1) month, except in the case of a maternity leave of absence, all benefits under Article 10, section 8 (b), (c), (d), (e) and (g) shall continue, but the cost of all such benefits for any period in excess of one (1) month shall be the responsibility of the employee and the employee shall reimburse the Company for the full cost of all such benefits.

Section 13 – Maternity Leave of Absence

(a) An employee, on her written request supported by a certificate of a medical practitioner stating that the employee is pregnant and estimating the probable date of birth of the child, is entitled to a leave of absence from work, without pay, for a period of 25 consecutive weeks or for a shorter period that the employee requests, commencing 11 weeks immediately before the estimated date of birth or a later time the employee requests.

(b) Regardless of the date of commencement of the leave of absence taken the leave shall not end before the expiration of 6 weeks following the actual date of birth of the child unless the employee requests a shorter period.

(c) A request for a shorter period must be given in writing to the Company at least one week before the date that the employee indicates she intends to return to work and the employee must furnish the Employer with a certificate of a medical practitioner stating that the employee is able to resume work, in such case the employee will return to the position previously held or in the event that the job has been eliminated, one of equal rating.

(d) Where an employee gives birth or the pregnancy is terminated before a request for leave is made, the Company shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period the employee requests, commencing on the specified date.

(e) Where an employee who has been granted leave of absence under this section is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to work or return to work after the expiration of the leave, the Company shall grant to the

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employee further leaves of absence from work, without pay, for a period specified in one or more certificates but not exceeding a total of six consecutive weeks.

(f) The parties to this agreement may require an employee to commence a leave of absence where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a medical practitioner stating that she is able to perform her duties. Under the provisions of this clause employees shall continue to accumulate seniority.

Leaves under this Section shall be granted in accordance with the applicable *Employment Standards Legislation*.

Section 14 – Notice of Layoff

In the case of layoff, all employees shall receive notice in accordance with the following scale or receive pay in lieu of notice:

After one (1) year's seniority	5 working days
After six (6) months' seniority	3 working days
Less than six (6) months' seniority	2 working days

In the event of lay off due to a non-kill day, all employees shall receive notice of such lay off by no later than 10:00 a.m. on the day before the non-kill day. This clause shall not be interpreted in such a manner so as to reduce the weekly guarantee as outlined under the provisions of Article 13. In the event of circumstances beyond the Company's control both parties shall meet to discuss ways and means of decreasing the guarantee to avoid sporadic layoffs.

ARTICLE 7 – GRIEVANCE PROCEDURE

Section 1 – Grievance Committee/Shop Stewards and Applications

(a) There shall be a Grievance Committee comprised of not more than three (3) regular employees of the Company who shall be elected by the Union in a manner determined by them; and the Company shall be advised in writing of their names.

(b) Shop Stewards shall be elected by the Union in a manner determined by the Union and the Company shall be advised in writing of their names. The number of Shop Stewards shall be decided by the Union provided that the number of Shop Stewards shall not exceed one (1) per each department. The Union will provide the Company with the name of a Shop Steward who is designated in the absence of the regular Shop Steward.

(c) All grievances shall be taken up on Company time during working hours.

(d) If a Shop Steward or a Grievance Committee member has to leave his job or department in connection with the investigation of a potential grievance he shall first secure permission from the foreman before leaving the job or department. Such permission shall be granted as promptly as possible but shall in no case exceed one-half hour from the time of first request.

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

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(f) The Company recognizes the right of the Grievance Committee to process any grievance that is brought to their attention.

(g) A grievance shall be defined as a violation or alleged violation or difference of interpretation arising out of the terms of this Agreement.

Section 2 – Grievance Steps

(a) In the event that any grievance arises out of the interpretation, application, operation or any alleged violation of this Agreement, including any grievance arising from the suspension or dismissal of an employee and including any question or difference as to whether the matter is arbitrable; such grievance shall be finally and conclusively settled without stoppage of work in the following manner:

First Step: A grievance shall first be taken up by the Shop Steward with or without the employee affected by meeting with a designated representative of the Company, in an attempt to settle the grievance. A decision must be rendered within two (2) working days of the meeting unless mutually agreed otherwise.

Second Step: If the grievance is not settled within step one above, two (2) members of the Grievance Committee shall take the matter up with a committee designated by the Company. In case of an emergency a meeting can be called by either party. Additional outside representatives of the Union and the Company may be called in if so desired. A decision to be rendered within three (3) working days unless mutually agreed otherwise. All grievances and decisions at this stage are to be in writing. Should either party intend to proceed to the "Third Step", they must advise the other party in writing five (5) working days from the date the decision was rendered under Step 2 of the Grievance Procedure. Both parties will then proceed as outlined in the "Third Step". If either party desires, the grievor shall be in attendance at this meeting.

Third Step: Any disagreement, grievance or dispute arising under this Agreement which is not settled to the satisfaction of either the Union or the Company under the provisions of this Article shall upon written notice of either party be submitted to an Arbitration Board, which shall be bound by the rules of this Agreement. The Board shall consist of one member named by the Union, one named by the Company and the third agreed on by the two parties. In the event of failure to agree to a third party within one week he shall be appointed by the Minister of Labour for the Province of British Columbia. Any expense incurred as a result of the appointment of the third party shall be borne in equal shares by the Company and the Union. Decisions of the Arbitration Board shall be determined by a majority of the members of the Board. The decision of the Board shall be rendered within two (2) weeks of the hearing date. The time limits referred to herein may be extended by mutual agreement. The parties agree that a "single arbitrator" may act by mutual agreement. In such case the single arbitrator will be selected between the parties.

Section 3 – Chief Steward Substitution for Shop Steward

In areas where there is no Steward, the grievance shall be taken up as outlined in this Article by the Chief Shop Steward, or his designated representative.

Section 4 – Working Days Identified

Saturdays, Sundays and Statutory Holidays shall not be considered as "working days" wherever this phrase occurs in this Article.

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Section 5 – Errors in Earnings

When a grievance which involves an error in the proper earnings of an employee is subsequently settled and as a result of such settlement the wage of an employee is increased, such increase shall be made retroactive to the date on which the error in the earnings was made. If the date cannot be established, then the increase shall be effective the date the grievance was laid or such other date as may be agreed upon. Grievances involving financial adjustments which are resolved in favour of the aggrieved shall be awarded to the senior grievor(s).

Section 6 – Discipline

(a) When the Company deems it necessary to discipline an employee they shall have a Union Steward present. If the employee or employees concerned feel they have been unjustly dealt with, they shall grieve within two (2) working days. In the case of suspension or dismissal a Union Steward and Chief Steward or his designated representative shall be present. In the case of dismissal, the procedure shall be as in Section 6 (b).

(b) If an employee is dismissed for any reason whatsoever and feels that he has been unjustly dealt with he shall within three (3) working days from receipt of notice of dismissal notify the Grievance Committee or Union Office who shall within one (1) working day notify the Company in writing. The dismissal shall then constitute a grievance and shall be dealt with according to the Grievance Procedure beginning with the "Second Step". If subsequently, it is decided that the employee was unjustly dismissed, he shall be reinstated in his former position and shall be paid for this period during which he has not worked as if he had not been dismissed, or granted such lesser compensation as may be deemed appropriate under the circumstances.

Section 7 – Notification, Suspension/Discharge

The Company must give the Chief Shop Steward and/or members of the Grievance Committee notice in writing of the suspension or discharge of any employee and the reasons on the day such action is taken. Warnings issued by the Company as a result of offenses committed by employees, shall be void after nine (9) months, provided there is not an additional warning issued for any offense within **this nine (9) month period, commencing from the date of the offense for which a warning/ discipline was awarded. This nine (9) month period is exclusive of Weekly Indemnity, Employment Insurance, WCB and approved Leaves of Absence.** When any such notice is sent to any employee, copies there of shall be sent to the Local Grievance Committee. The Company shall continue the practice of allowing Grievance Committee Members to utilize the Company's fax machine, at no cost to the Company. The above is subject to the right of the Union to grieve.

Section 8 – Settlements to be Final

When settlement is reached at any stage of these proceedings, such decision shall be final and binding. It is understood that no decision will be made unless representatives of the Union are present.

Section 9 – Company Grievance Representative

The Company will advise the Union in writing of its designated representative(s) for the Grievance Procedure.

Section 10 – Company Grievance

If the Company has a grievance it shall submit same in writing to a member of the Grievance Committee and the Provisions of this Article shall apply.

ARTICLE 8 – SAFETY AND HEALTH

Section 1 – Duty of Company

The Company shall make reasonable provisions for the safety and health of employees of the plant during the hours of their employment. Protective devices and other equipment necessary to properly protect the employees from injury shall be provided by the Company with no cost to the employee, unless lost or misused by employees.

Section 2 – Safety Committee

There shall be a Safety Committee which shall be composed as follows:

- (a) a minimum of one (1) appointed by the Company;**
- (b) a minimum of three (3) elected by the Union.**

Both parties in making their appointments shall be motivated by the need for selecting people who will best be capable of promoting safety throughout the plant. The safety committee shall alternate Chairman for each meeting. Minutes shall be kept by one mutually agreed upon secretary who shall be a member of the committee. There shall be at least one meeting per month during Company time at a date to be arranged by the Company which is mutually satisfactory to the other members of the Committee.

Section 3 – Safety Hats

Safety hats with or without earmuff protectors, which are approved by the Workers' Compensation Board will be supplied free of charge to employees where required. The Safety Committee will be the judge on matters of safety and health, subject to the grievance procedure and arbitration.

Section 4 – Refusal of Unsafe Work

No employee shall be disciplined or discharged for refusal to work on any job, or in any work place or to operate any equipment where it is determined by representatives of the safety committee that the situation is unsafe or unhealthy. The representatives referred to herein shall consist of at least one (1) Company nominee.

Section 5 – Safety Tests and Inspections

All safety tests, safety inspections and safety tours shall be conducted in the presence of two (2) representatives of the safety committee, one of whom shall be a Company nominee and one a Union nominee.

Section 6 – Duty of Employees to follow Health and Safety Rules and Regulations

It is the duty of all employees to follow all Health and Safety rules and regulations.

ARTICLE 9 – SANITATION

Section 1 – Plant Sanitation

The Company agrees to keep the plant clean, healthful, sufficiently ventilated and in a well lighted condition at all times, and agrees to pay particular attention to the question of sanitation and health wherever help is to be provided for, and further agrees that where the present conditions are not satisfactory, to adjust the matter as far as that reasonably may be possible.

Section 2 – Employee Responsibility

The Union agrees that all employees will make every effort to observe all Health and Safety and H.A.C.C.P. regulations and cooperate with the company in the matters of cleanliness, sanitation and health.

ARTICLE 10 – MISCELLANEOUS ITEMS

Section 1 – Gender

It is understood where the word "he" is used in the Agreement, it shall also cover female employees.

Section 2 – Laundry Provisions

The employer shall provide a laundry service and further supply clean work garments to employees twice per week or more often as may be required in the circumstances. Rain gear or waterproof apparel shall be available for shippers.

Section 3 – Gloves and Aprons

The Company agrees to supply cotton gloves, rubber gloves, and aprons to all employees who require them, free of charge, upon reasonable request.

Section 4 – Personal Cleanup

Employees shall be allowed up to five (5) minutes personal clean up time prior to completion of their shift or part shift.

Section 5 – Management Restrictions and Exceptions

Management personnel shall not be allowed to do production work, nor shall management personnel displace union personnel. In cases where management is involved in the training of unqualified employees, such training shall not be considered a violation of this clause.

Section 6 – Knives, Scissors and Maintenance

The Company agrees to supply knives and scissors to all who require them free of charge. An employee shall upon request, be provided with a sharpened knife at the commencement of their shift and again upon their return from their first meal break. The Company further agrees to keep knives and scissors properly sharpened and maintained at all times. Steels shall be available to employees at the discretion of the Company.

Section 7 – Appearance In Court

An employee required to serve jury duty or one who has been served with a subpoena to appear as a witness shall be paid the difference between what he would have earned for his scheduled hours at his paid rate and the court fee received. Employees should notify their supervisor as soon as possible after receipt of notice of selection for jury duty or after receipt of the subpoena to appear as a witness. The Company may require the employee to furnish a certificate of service from an officer of the court before making any payment under this section. Leaves under the provisions of this clause shall be recognized and granted on a full day basis.

Section 8 – Health and Welfare Benefits

(a) For all full time employees with **one hundred twenty (120)** days service, sick pay (weekly indemnity) shall be sixty-six and two-thirds percent (66-2/3%) of the individual's weekly pay,

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with a maximum weekly indemnity benefit of not more than two hundred and ninety dollars (\$290.00) per week.

Effective October 1, 1995, this 'maximum weekly indemnity benefit' shall be increased to three hundred and twenty dollars (\$320.00).

Effective the first of the month next following date of ratification of this 'Agreement' this 'maximum weekly indemnity benefit' shall be increased to three hundred and sixty dollars (\$360.00).

Effective October 1, 2000, this 'maximum weekly indemnity benefit' amount shall be increased by a further twenty dollars (\$20.00) to three hundred and eighty dollars (\$380.00).

Effective October 1, 2003, this 'maximum weekly indemnity benefit' amount shall be increased by a further twenty dollars (\$20.00) to four hundred dollars (\$400.00).

Effective October 1, 2004, this 'maximum weekly indemnity benefit' amount shall be increased by a further twenty dollars (\$20.00) to four hundred and twenty dollars (\$420.00).

In the case of normal illness, a five (5) day waiting period is to be observed, payment of benefits commencing on the sixth (6th) day. However, where an employee is hospitalized due to illness within the waiting period or where an employee is unable to work due to a non-compensable accident, the waiting period shall be waived. Up to the first three (3) days of the normal five (5) day waiting period referred to herein, shall be waived where an employee is certified by their attending physician as disabled from returning to work following a non-hospitalized day surgery. Such certification to be provided prior to surgery. The scale of benefits mentioned herein shall be for a seventeen (17) week duration. The cost of providing this coverage shall be borne by the Company.

(b) For all full time employees with **one hundred twenty (120)** days service and their dependents, the Company agrees to maintain the Medical Services Plan of British Columbia. The cost of providing this coverage shall be borne by the Company.

(c) **Extended Health** – The Company agrees to maintain the present provisions for Extended Health coverage.

Benefit Year – January 1 to December 31.	
Insured Percentages:	
Type 1 – Hospital expenses in your Province of residence –	100% in excess of the Deductible
Type 2 – Prescription Drugs –	100% in excess of the Deductible
Type 3 – Extended Health Care – for referrals in item 3 –	80% in excess of the Deductible and for all other items including emergencies in item 3 – 100% in excess of the Deductible
Type 4 – Extra Care –	100% in excess of the Deductible
<u>Deductible:</u>	
Individual	– \$25.00 per Benefit Year
Family	– \$25.00 per Benefit Year
Maximum Benefit	– \$10,000.

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This benefit ends on the employee's termination date **or after the employee's seventieth (70th) birthday.**

(d) **Life Insurance** – The Company agrees to maintain the present provisions for life insurance providing for \$25,000.00 coverage for all full time employees with **one hundred twenty (120)** days service.

(e) **Dental:** The Company agrees to maintain a prepaid dental plan providing 80% coverage under Plan A, 80% coverage under Plan B, and 50% coverage under Plan C, for all regular bargaining unit employees who have attained **120** days service and their dependents. This coverage shall be 100% Company paid.

Eligible Expenses:

Type A – Preventive, Diagnostic, Emergency or Palliative Services (Excluding those Primarily for Orthodontic Treatment)

Charges For:

1. Oral Examinations

- A) Complete examination – limited to one during any 24 month period.
- B) Recall examinations – must be separated by an interval of at least 5 months and limited to two per Benefit Year.
- C) Emergency or specific examinations.

2. Radiographs and radiographic interpretations

- A) Complete series of radiographs or panoramic x-rays – limited to one during any 24 month period.
- B) Sets of bitewing radiographs – must be separated by an interval of at least 5 months and limited to two per Benefit Year.
- C) Radiographs to diagnose a symptom or examine progress of a particular course of treatment.

3. Required consultations with another Dentist.

4. Prophylaxes and topical fluoride applications – must be separated by an interval of at least 5 months and limited to two such treatments per Benefit Year.

5. Emergency or palliative services.

6. Diagnostic tests and laboratory examinations.

7. Removal of impacted teeth and related anaesthesia.

8. Provision of space maintainers for missing primary teeth.

9. Pit and fissure sealants.

10. Oral hygiene instruction – must be separated by an interval of at least 5 months and limited to two sessions per Benefit Year.

Type B – Restorative and Surgical Procedures

Charges for:

- 1. Fillings – amalgam, composite, acrylic or equivalent.
- 2. Removal of teeth – except removal of impacted teeth (a Type A Eligible Expense).
- 3. Pre-formed stainless steel crowns and repairs to pre-formed stainless steel crowns – other than in conjunction with the placement of permanent crowns.

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4. Endodontics – root canal therapy and root canal filings, treatment of disease of the pulp tissue.

5. Periodontics – treatment of disease of the gum and other supporting tissues of the teeth.

6. Surgery and related anaesthesia other than:

A) Removal of impacted teeth (a Type A Eligible Expense)

B) Implants and transplants, or

C) Repositioning of the jaw.

7. Repair of bridges or dentures.

8. Rebane or reline of an existing partial or complete denture.

Type C – Prosthodontic Procedures

Charge for:

1. Inlays and onlays.

2. Crowns and repairs to crowns other than pre-formed stainless steel crowns (a Type B Eligible Expense).

3. Prosthodontic services (after the person has been insured continuously under this policy for the period shown in the Benefit Details) – construction and insertion of bridges or transitional dentures.

Charges for a replacement bridge or replacement transitional denture is not considered an Eligible Expense during the 5 year period following the construction or insertion of a previous bridge or transitional denture, unless:

A) It is needed to replace a bridge or transitional denture which has caused temporomandibular joint disturbances, and which cannot be economically modified to correct the conditions, or

B) It is needed to replace a transitional denture which was inserted shortly following extraction of teeth and which cannot be economically modified to the final shape required.

Pre-Determination

If the expected cost exceeds the Pre-Determination Limit shown in the Benefit Details send the Dentist's proposed treatment plan (complete dental claim form) to Sun Life before treatment commences. Sun Life will advise you the amount payable for the treatment taking into account possible alternate procedures or course of treatment based on accepted dental practice. This will make you aware of the amounts payable before the dental work is done.

Co-ordination of Benefits

If you or any of your Dependents are insured for similar benefits under any other group plan, payments under this plan may be limited, but only to the extent necessary to limit reimbursement from all group plans to 100% of actual expenses.

Benefit Year – January 1 to December 31

Insured Percentages

Type A – Preventative procedures – 80% in excess of the Deductible.

Type B – Restorative Procedures – 80% in excess of the Deductible.

Type C – Prosthodontic procedures – 50% in excess of the Deductible.

Suggested Fee Guide – Current fee guide for general practitioners, approved in your or your Dependent's Province of residence.

Deductible – Nil.

Pre-Determination Limit – \$500.00 pre authorization.

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Minimum period for prosthodontic services – Nil (Type C).

Maximum Benefit – **\$1,200.00** per Benefit Year.

This benefit ends on the employee's termination date.

Changes in Amounts – Your insurance may change if your status affecting the insurance changes. Such change is made on the day your status changes.

The Company shall be free to provide this dental coverage through the carrier of its choice, provided that such "plan" is not less favourable in either terms and/or coverage than that contracted for under M.S.A. of British Columbia.

Note: The Company must be notified within 30 days of any changes in dependency status, including common-law spouses, for Dental Insurance provisions. Failure to notify within 30 days will result in \$250.00 maximum limited coverage for first 12 months.

(f) **Pension Plan** – The Company agrees to enroll all Bargaining Unit Employees with seniority into the Canadian Commercial Workers Industry Pension Plan (CCWIPP) on the following basis:

(i) The employer agrees to contribute to the Trust Fund of the Canadian Commercial Workers Pension Plan as of October 1, 1991 – 8 cents per hour paid. Effective October 1, 1992 – 12 cents per hour paid. Effective October 1, 1993 – 16 cents per hour paid. Effective the date of ratification of this Agreement – twenty cents (20¢) per hour paid.

Effective the first pay period in January following ratification of the 'Memorandum' amending the expired 1994 – 1997 'Agreement', contributions to the CCWIPP will be increased to twenty-five cents (\$0.25) per hour paid.

Effective October 1, 1998, contributions will be increased to thirty cents (\$0.30) per hour paid.

Effective October 1, 1999, contributions will be increased to thirty-five cents (\$0.35) per hour paid.

Effective October 1, 2000, contributions will be increased to forty cents (\$0.40) per hour paid.

Effective October 1, 2001, contributions will be increased to forty-five cents (\$0.45) per hour paid.

Effective April 1, 2003, contributions will be increased to fifty-two cents (\$0.52) per hour paid.

Effective October 1, 2003, contributions will be increased to fifty-nine cents (\$0.59) per hour paid.

Effective October 1, 2004, contributions will be increased to sixty-six cents (\$0.66) per hour paid.

Effective October 1, 2005, contributions will be increased to seventy-three cents (\$0.73) per hour paid.

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(ii) For purposes of paragraph (i) above hours paid means all hours worked or paid to all employees.

The maximum number of hours paid per week is the number of hours of the normal week of a full time employee in the bargaining unit.

The said hours paid will include the hours paid by the employer for the time not worked because of illness or accident, vacations, statutory holidays, bereavement leave, jury duty, paid time for negotiations or grievance meetings, etc.

(iii) The employer agrees to sign the "Participation Agreement" and supply any other documents, forms, reports or information as requested/required by the Trustees of the Pension Plan.

(iv) The employer shall forward all contributions, supported by a report in a format to be designated by the Trustees, together with a list of all employees and the number of hours paid and worked for each employee in each month. Contributions shall be made within 15 days following the end of each month.

The employer agrees to comply with all requests of the Board of Trustees in regard to entry into the Plan, to abide by all the rules and decisions of the Board of Trustees as decided from time to time and specifically to pay late remittance penalties and any costs incurred by the Board of Trustees because the employer failed to remit contributions in the form and on the date required by the Trustees.

(g) In addition to the provisions of Subsection (d) of this Article the Company will provide \$25,000.00 Accidental Death and Dismemberment Insurance for each full time employee.

(h) Vision Care: Effective the first of the month following ratification of this 'Agreement', the 'Health & Welfare Coverage' shall be extended to provide for up to a maximum of one hundred dollars (\$100.00) for the expenses incurred for eyeglasses, lenses and/or frames, in a twenty-four (24) consecutive month period, for each insured member(s) and their dependent(s).

Effective October 1, 2000, this 'maximum' shall be increased to one hundred and fifty dollars (\$150.00).

Effective the first of the month following ratification of this Agreement, the one hundred fifty dollar (\$150.00) coverage herein shall be increased to two hundred dollars (\$200.00).

Section 9 – Bereavement Leave

When an employee is absent on up to three (3) of his scheduled days due to the bereavement of an immediate relative, he shall receive eight (8) hours pay at his regular rate for each such day up to two (2) days, three (3) days for out of area funerals subject to employee verification if so requested by the Company. It is understood and agreed that 'out-of-area' shall be defined as outside a 100 mile radius from Armstrong, B.C. Two additional days unpaid leave may be applied for and will be granted in the case of out of province funerals when an employee produces proof of attendance at the funeral. For the purposes of this clause an immediate relative shall be one of the following: Spouse, parents, step-parents, offspring, step-children, siblings, step-siblings, parents-in-law, grandparents and grandchildren.

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Ex-relatives are NOT considered immediate relatives, as regards Bereavement pay.

Employees who are on sick leave or compensation during bereavement of an immediate relative shall receive the difference between their compensation rate of pay for a minimum of two (2) to a maximum of three (3) of the scheduled days.

Employees who are on layoff, leave of absence, statutory or special holiday shall not receive bereavement pay.

Section 10 – Benefits, Conditions Outside of Agreement

Any benefits and/or working conditions now in effect, or letters and notices put up by the Company or Union, that are not specifically covered by this 'Agreement' shall remain in effect, unless changed by 'Collective Bargaining', except that gifts, bonuses or other gratuities shall be at the discretion of the Company. **It is understood that coffee will no longer be provided free of charge.**

Section 11 – Picket Lines

No employee covered by this Agreement shall be required to cross any legally constituted picket line established at any work location. It is further agreed that members of the Union will not be asked, compelled or forced in any way to handle "hot goods" from any strike bound firm.

Section 12 – Contracting Out

(a) The Company prefers to have work done by its employees although at times it may be necessary to have work performed by outside contractors. The relevant factors which the Company will consider before contracting out such work include: adverse effect on employees, availability of required skills, duration and frequency of the job, urgency of the job, cost of equipment in relation to its use and relative cost comparison.

(b) Should an Arbitration Board be called on to review the Company's action, it may consider the relevant factors referred to above in order to determine the reasonableness of the Company's action with regard to all circumstances. Should the Arbitration Board find that the Company's action was not reasonable, the Board will direct that the Company choose between having the work performed by its employees or ceasing such operation and that the Company shall have a reasonable time to effect the decision.

(c) This provision does not apply to installation and construction work or new out of town deliveries.

(d) The Company may at times experiment to determine if new work can be performed effectively and economically by its own employees. When this is done for a trial period, it shall not be considered a change of practice should the Company elect to contract out, after the trial period.

Section 13 – Rate Protection

If due to permanent job reduction an employee is transferred for a period of less than six (6) weeks to work where the job rate is lower, he shall retain his regular job rate. At the expiration of six (6) consecutive weeks the lower job rate shall prevail and the employee shall cease to have any right to return to their prior posted job unless on a new posting.

Section 14 – Labour–Management Meetings

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In the event either party finds it necessary to enter into a labour management meeting, both parties will exchange proposed agendas one (1) week prior to the labour/management meeting. Meetings shall be held on Company time.

Section 15 – Letters of Understanding

It is understood and agreed that all "Letters of Understanding" negotiated during the life of this Agreement between the signing parties shall terminate on the date of expiration of this Agreement, except as otherwise provided for by virtue of Article 16 – Duration of Agreement, Section 2.

Section 16 – Job Rotation

It is understood and agreed that all employees working on the ‘Eviscerating Line’ and ‘Cutting Line’ in the Packaging Department will be ‘rotated’ approximately every one (1) hour. The present practice of regular rotation in the live-line area shall be continued during the life of this Contract by mutual agreement.

Section 17 – Leave for Professional Appointments

Employees will be granted time off without pay to attend "professional" appointments, providing however, the Company is given as much advance notice as is possible under the circumstances. Forty-eight (48) hours advance notice will be provided to the Company whenever possible. **Leaves under this provision shall be granted in writing, with a copy provided to the applicant.**

Section 18 – No Work Stoppages

The Union agrees not to call a meeting of its members who are employees of the Company during working hours that will interfere with normal operations of the Company.

Section 19 – Definition of Regular Employee

"Regular employee" is defined as a person who is employed full time, who has satisfactorily completed the probationary period of employment of 320 hours, but does not include employees classified as relief or part time on the seniority list(s).

Section 20 – Reimbursements

The Company shall reimburse employees for training and examination fees incurred in the renewal of tickets and/or certificates, which the Company requires of them in the performance of their duties and provided the employee successfully completes such training and examination. Should any employee be required to incur time loss – up to one (1) working day, to attend to classes in the maintenance and/or upgrading of their ‘tickets’ and/or ‘certifications’, the Company agrees to provide full time-loss compensation.

Section 21 – Return of Company Equipment

Equipment supplied by the Company shall remain the property of the Company and must be returned for reissue when worn out. **In cases of misuse, lost or items reporting missing, the Company shall be reimbursed for the cost of such items.**

Section 22 – Rubber Boots

All employees with one (1) year’s service requiring replacement rubber boots shall be provided with same by the Company annually to a **\$65.00** maximum. Employees shall be provided with replacement pairs on an exchange basis. Those employees who elect to purchase an alternative footwear to rubber boots, shall be granted an allowance toward the purchase of such alternative

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footwear, which is equivalent to the cost of rubber boots. Similarly the Company will provide **\$65.00** towards the purchase of steel-toed safety footwear.

Section 23 – Return from Ill Health or Injury

(a) Employees shall, in the case of long term ill health or injury, be given an opportunity of being rehabilitated on specific jobs within the plant, should an opening occur at the time they are released to return to the work force, or within 10 days following the time they are able to return to the work force. If for medical reasons they are unable to return to work, and there are no job openings available, they will be laid off until a recall or vacancy occurs.

(b) Employees covered under the provisions of this clause must present a Doctor's certificate authorizing their return to the work force. It is agreed that, wherever possible, such 'authorization' will be presented to the Company at least five (5) days prior to the return to work.

(c) If the employee lacks sufficient seniority over other employees for a posted job vacancy, the Company may, subject to mutual agreement, assign the returning employee to that vacancy for rehabilitation and so inform the Local Union.

(d) Employees being assigned under the provisions of this clause shall be eligible to receive the customary trial period in order to qualify for such postings as outlined in Article 6, Section 3 of this Agreement.

Section 24 – WCB and Weekly Indemnity

In the event an employee has a claim refused by the "Workers' Compensation Board," he shall become eligible for benefits under the Weekly Indemnity Plan. This is provided the terms and conditions of the plan are met. In addition, the employee must sign a statement to the effect that if benefits are subsequently received from the Workers' Compensation Board for the claim, benefits received under the Weekly Indemnity Plan must be repaid to the insurer. It is understood that employees claiming WI Benefits under the provisions of this section shall do so only for the duration of the Plan.

Both the Company and the Union agree that in the event a claim refused by the Workers' Compensation Board would appear to be appealable, the employee should be encouraged to proceed with an appeal.

It is understood and agreed that the waiting period shall be waived for employees claiming Weekly Indemnity Benefits under the provisions of this section.

Section 25 – Notification of Leaving Job Position

All employees must notify the Gang Leader or Management before they leave their job position for any reason, unless it is job related.

Section 26 – Responsibility to Read Information Books and Rules

It is the responsibility of every employee to read the 'information books' and rules posted on the bulletin boards.

ARTICLE 11 – VACATION POLICY

Section 1 – Vacation Entitlement

The Company agrees, subject to the provisions set forth within the following sections to grant the following vacations with pay to employees covered by this Agreement:

<u>YEARS OF SERVICE</u>	<u>VACATION ALLOWANCE</u>
After 1 year	2 weeks
After 3 years	3 weeks
After 8 years	4 weeks
After 13 years	5 weeks
After twenty (20) years	6 weeks

Section 2 – Calculation of Holiday Pay

All employees shall receive pay on the basis of: two percent (2%) of his total earnings for the previous year per each week of vacation entitlement or pay on the basis of the average weekly hours worked (including overtime) over the previous fifty-two (52) weeks, times the employee's regular rate of pay he is receiving at the time vacation is taken or vacation pay is requested, whichever is the greater.

Section 3 – Vacation Credit for Absence

Employees who provide proof of absence for reason of sickness and/or accident and who return to work following these phases, shall nevertheless be entitled to annual vacations as set out in Article 11, Section 1. Any days of absence shall be considered as days worked for the purposes of collecting pay and entitlement to the length of vacation, provided the employee would have been scheduled to work. In no case shall any employee be credited less than the weekly guarantee for the purposes of calculating vacation pay and entitlement.

In the case of compensable accident, full-time employees shall, upon their return to service with the Company, receive vacation pay on the basis of forty (40) hours per week, at their regular rate of pay, to a maximum of eight (8) months for each WCB claim. In the case of sickness, non-compensable accident or non-occupational disability, full-time employees shall, upon their return to service with the company, receive vacation pay on the basis of forty (40) hours per week at their regular rate of pay, to a maximum of seventeen (17) weeks for each Weekly Indemnity Claim.

Section 4 – Vacations not Exercised

Earned vacation privileges not exercised shall be paid if and when an employee quits or is discharged for just cause from service, at a rate equal to the amount of vacation earned. Employees are entitled to receive their vacation pay at any time in advance if they so request upon 3 weeks notice to the Company, provided that such a request would only be honoured once per calendar year.

Section 5 – Seniority in Vacation Selection

The selection of vacation periods shall be on the basis of seniority in each department with the senior employee being given first preference. Vacation may be granted at any time, subject to the demands of the business, but the Company will make a sincere effort to grant vacations at the time requested by the employees.

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Section 6 – Vacation Schedule

The Company, in full cooperation with the Union Steward, will circulate a "Vacation Schedule" beginning the first Monday in November in order to determine the employees' desired vacation times. The selection of vacations will be completed not later than January 8th., in each year, with the allotted times signed for by both parties and copies immediately provided to the Chief Shop Steward. Vacations not scheduled by this time will be assigned by the Company. Employees will be restricted to a maximum of three (3) weeks duration during the period May 1st to September 1st. The Company and the Union agree to the following schedule off on vacation per department at any one time. The following shall be considered as departments for "All" purposes of this Agreement:

Clean up	one (1)
Truck Drivers/Shipping	one (1)
Kill	one (1)
Eviscerating	two (2)
Packaging	two (2)
Maintenance	one (1)
Packaging (June 1 - August 31st)	four (4)

Parties agree that only one (1) First-Aid Attendant in the plant will be entitled to be away on vacation at one time.

Section 7 – Statutory Holidays During Vacations

If a paid holiday falls within the employee's vacation period, the Company will allow the employee concerned a compensatory days holiday with pay, one day prior to vacation or one day after vacation or at such other time as the employee may designate, subject to mutual agreement.

Pay for Statutory Holidays is paid by the Company in the pay period that the holiday occurs.

Section 8 – Vacations to be Taken

Employees entitled to vacation will not be allowed to take money in lieu thereof.

Section 9 – Layoff at Time of Vacation Entitlement

An employee eligible for vacation who is laid off because of reduction in his crew, shall be allowed pay for the vacation for which he has qualified.

Section 10 – Vacation Pay by Separate Cheque

Vacation pay shall be paid to the employee by separate cheque.

Section 11 – Eligibility

Employees are not eligible for annual vacations until the completion of one (1) years service.

ARTICLE 12 – SEPARATION ALLOWANCE

Section 1 – Employees regularly working full time upon termination by the employer, except employees terminated for proper cause, shall be given individual notice in writing and shall in addition be provided with the following amounts of separation allowance:

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Three hundred sixty dollars (\$360.00) multiplied by the number of years service to the nearest quarter.

Effective October 1, 2000, increase to three hundred and eighty dollars (\$380.00).

Effective October 1, 2003, increase to four hundred dollars (\$400.00).

Effective October 1, 2004, increase to four hundred twenty dollars (\$420.00).

ARTICLE 13 – WEEKLY GUARANTEE

Section 1 – Relief Employees

The Company may hire Relief employees during the Monday to Friday workweek. Relief employees will not be used where it is practical to employ ‘Full-time’ employees. The working of Relief employees shall be restricted to circumstances which require the Company to respond to vacated positions caused by: unforeseen absenteeism, accidents, failure-to-show, relieve ‘full-time’ personnel on holidays, sick leave, WCB and leaves of absence or to complement ‘full-time’ staff during temporary peaks in the Plant workload. The hours of work for Relief employees can vary from minimum call-out to a full shift and a regular workweek, depending on the circumstance(s) listed.

Section 2 – Separate Seniority List

A separate seniority list shall be maintained for Relief and Part-time employees. For the purposes of accumulating service for their Probationary period, seniority and advancement through the Wage Schedule, each eight (8) hours worked shall be considered one (1) day, each five (5) days worked shall be considered one (1) week. In the event of layoffs, the order of layoff for ‘all’ employees shall be:

- (a) Probationary Employees
- (b) Part-time Employees
- (c) Relief Employees, in order of seniority
- (d) Regular Full-time Employees, in order of seniority

Section 3 – Consideration for Hiring of Full-time Employees

In the event of hiring Full-time Employees, consideration will first be given to those employees on the Relief and Part-time Employees Seniority List.

Section 4 – Relief, Part-time and Student Employees

Relief, Part-time and Student Employees are excluded from the provisions of Article 10, Sections 8(a), (b), (c), (d), (e), (g) and (h).

Section 5 – Students

High-school, College or University Students may be hired during normal school break periods from April 15 to Labour Day and shall not accumulate seniority. Student employment terminates on Labour Day each year.

Section 6 – Part-time Employees

The Company may employ up to fourteen (14) Part-time employees, for up to sixteen (16) hours per week, Monday to Saturday, during the period of May 1 to Labour Day.

Section 7 – Vacation Pay for Part-time Employees

Part-time employees shall be paid vacation pay by December 31 of each year, at a rate equal to four percent (4%) of the part-time employee's total wages for the year. Part-time employees are not eligible for annual vacation. Student employees will receive vacation pay in accordance with applicable Labour Standards legislation.

ARTICLE 14 – AUTOMATION AND TECHNOLOGICAL CHANGES

Section 1 – Notice

The Company shall provide the Union with three (3) months written notice of intention to introduce automation equipment which will result in a reduction in the number of employees required by the Company.

Section 2 – Retraining

Employees becoming redundant due to the introduction of automation equipment shall be eligible for retraining to equip them for the operation of such new equipment; or shall be retrained to qualify them for a new position which may result from the introduction of the new equipment. Such retraining will be provided for a period not to exceed four (4) months by the Company to the affected employee(s); and the employee shall receive the same rate of pay as paid in his redundant position for the retraining period.

Section 3 – Termination or Recall List

In cases where the retraining of employees is not practical, or where other positions with the Company are not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the recall list for a maximum of one (1) year.

- (a) An employee who elects termination shall receive the separation provisions in accordance with the provisions of Article 12 of this Agreement.
- (b) An employee who elects to be placed on the recall list shall continue for a maximum of one (1) year to accrue seniority as provided in Article 6, Section 4; and during that time, coverage of his group insurance, disability benefits, medical plan and dental shall continue.

ARTICLE 15 – PART TIME, RELIEF AND STUDENT EMPLOYEES

Section 1 – Limitations

Part time and relief employees will not be used where it is practical to employ full time employees, and except as otherwise agreed with the Union, part time employees will not be employed for the purposes of reducing or eliminating overtime unless that part time work is required on a regular basis. Where the work performed by part time or relief employees can be satisfactorily combined to permit the employment of a full time employee, this will be done, provided the employee can satisfactorily perform the work. Part time employees shall work less than 20 hours per week. Relief employees, for the purpose of this Article, covers employees working full time, but on a temporary basis, to relieve full time personnel on holidays, sick leave, leave of absence or to compliment full time staff during temporary peaks in the plant work load.

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Section 2 – Alternative Means

The Union may submit and the Company will consider, alternative means of doing the required work rather than employ part time or relief employees and such matters may be subject to the grievance and arbitration procedure.

Section 3 – Separate Seniority List

A separate seniority list shall be maintained for part time and relief personnel. For the purpose of accumulating service for their probationary period and seniority, each eight (8) hours worked shall be considered one (1) day, each five (5) days worked shall be considered one (1) week. In the event of layoffs, the order of layoff for all employees shall be:

- (a) Probationary employees.
- (b) Part time and relief employees in order of seniority.
- (c) Regular full time employees in order of seniority, subject to mutual agreement.

Section 4 – Consideration in Hiring Full-time Employees

In the event of hiring full time employees, consideration will first be given to those employees on the part time and relief seniority list.

Section 5 – Vacation Pay for Part time Employees

Part time employees shall be paid vacation pay by December 31st of each year at a rate equal to 4% of the part time employee's total wages for the year. Part time employees are not eligible for annual vacation.

Section 6 – Students

Students may be hired during normal school break periods from April 15th to August 31st and shall not accumulate seniority nor receive "Health & Welfare Benefits" during this period. Student employment terminates on August 31st each year.

ARTICLE 16 – DURATION OF AGREEMENT

Section 1 – The terms of this Agreement shall be in full force and effect from October 1st, **2002** up to and including September 30th, **2006**, and thereafter from year to year unless either party gives notice in writing of termination or amendment of not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the date of expiration.

Section 2 – during the period of negotiations resulting from any of the provisions above, this Agreement shall remain in full force and effect.

SIGNED ON BEHALF OF THE COMPANY
COLONIAL FARMS LTD.
BOX 9
3830 OKANAGAN STREET
ARMSTRONG, B.C.
V0E 1B0

SIGNED ON BEHALF OF THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518,
INDUSTRIAL SECTOR
4021 Kingsway
BURNABY, B.C. V5H 1Y9

UFCW Local 1518-Colonial Farms Collective Bargaining Agreement

H. Sherwood

Janice Miki

R. Oggelsby

Paul Noble

Delores Fraser

J. B. Wells

Wage Schedule

- A) **Effective October 1, 2002, the ‘Plant Base Labour Rate’ shall be set at \$16.55 per hour. Effective October 1, 2003, the ‘Plant Base Labour Rate’ shall be set at \$16.80 per hour. Effective October 1, 2004, the ‘Plant Base Labour Rate’ shall be set at \$17.00 per hour. Effective October 1, 2005, the ‘Plant Base Labour Rate’ shall be at \$17.25 per hour.**

- B) **All new employees, hired after March 10, 2003 (excluding Students), shall be paid a starting rate of \$9.00 per hour, with automatic increases of one-sixth (1/6) the difference between the \$9.00 per hour ‘Start Rate’ and the ‘Plant Base Labour Rate’ upon the completion of each one thousand, forty (1,040) hours worked. After six thousand, two hundred forty (6,240) hours worked, the ‘Plant Base labour Rate’ or applicable ‘Classified Rate’ shall apply.**

- C) **The ‘Start Rate’ for Maintenance with Ticket employees shall be at the four thousand, one hundred sixty (4,160) hour Wage Grid level.**

- D) **Effective October 1, 2002, increase all rates (excluding ‘Start Rate’ and ‘Student Rate’) by twenty cents (\$0.20) per hour. Effective October 1, 2003, increase all rates (excluding ‘Start Rate’ and ‘Student Rate’) by twenty-five cents (\$0.25) per hour. Effective October 1, 2004, increase all rates (excluding ‘Start Rate’ and ‘Student Rate’) by twenty cents (\$0.20) per hour. Effective October 1, 2005, increase all rates (excluding ‘Start Rate’ and ‘Student Rate’) by twenty-five cents (\$0.25) per hour.**

Note: Jeremy Fitzpatrick, Ian Pelletier and Janet Shiach will receive their 120-day increase to \$14.05 as provided for in the Agreement preceding the Ratification of this Memorandum. Subsequent increases will apply in accordance with the Progression Grid outlined in Subsection (B) herein.

Production - Labour	Oct. 1, 2002	Oct. 1, 2003	Oct. 1, 2004	Oct. 1, 2005
Student Rate	8.00	8.00	8.00	8.00
Part-time Start Rate	9.00	9.00	9.00	9.00
Relief Employee Start Rate	9.00	9.00	9.00	9.00
Full-time Employee Start Rate	9.00	9.00	9.00	9.00

All new employees hired after March 10, 2003 (excluding Students) shall be paid a ‘Starting Rate’ of \$9.00 per hour, with automatic increases of one-sixth (1/6) the difference, between the \$9.00 per hour ‘Start Rate’ and the ‘Plant Base Labour Rate’, upon completion of each 1,040 hours worked. After 6,240 hours worked, the ‘Plant Base Labour Rate’ or applicable ‘Classified Rate’ shall apply.

Production - Classified	Oct. 1, 2002	Oct. 1, 2003	Oct. 1, 2004	Oct. 1, 2005
Plant Base Labour Rate	16.55	16.80	17.00	17.25
Live Poultry Hangers	16.75	17.00	17.20	17.45

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Sticker	16.65	16.90	17.10	17.35
Shipping Dock – Invoice Clerks and Loaders	16.80	17.05	17.25	17.50
Truck Driver	17.05	17.30	17.50	17.75
Shipper-Driver	17.05	17.30	17.50	17.75
Cleanup	16.55	16.80	17.00	17.25
Scaler	16.65	16.90	17.10	17.35
Live Bird Receiver	17.05	17.30	17.50	17.75
Gang Leader	17.15	17.40	17.60	17.85
Sawyer (for hours worked)	16.75	17.00	17.20	17.45
Line Worker (Evis. Dept.)	16.55	16.80	17.00	17.25
Line Worker (Pack. Dept.)	16.55	16.80	17.00	17.25
Box Maker/ Inventory Clerk	16.65	16.90	17.10	17.35
Maintenance Man (with ticket)	20.70	20.95	21.15	21.40
Maintenance Man (Boiler Operator's Permit)	17.30	17.55	17.75	18.00

The 'Start Rate' for Maintenance Department employees with ticket shall be at the 4,160 hour Wage Grid level.

First-Aid "B" Ticket (Level 1) – thirty cents (\$0.30) per hour premium over individual rate

First-Aid "A" Ticket (Level 3) – fifty cents (\$0.50) per hour premium over individual rate

In addition to the above rate, each full-time employee shall receive an off-shift premium of thirty-five cents (\$0.35) per hour for all worked or shifts commencing between 11:00 a.m. and 8:00 p.m. and seventy cents (\$0.70) per hour for all hours worked on shifts that commence at or after 8:00 p.m. and prior to 5:00 a.m. the following morning.

LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING NO. 1

Re: Article 5 – Section 2 and Probationary Employees

Statutory Holiday pay regarding the above shall be paid on the basis of the Provincial Statues.

LETTER OF UNDERSTANDING NO. 2

Re: Article 10 – Section 14

It is understood and agreed that meetings held under the above provisions shall be compensable at straight time rates.

LETTER OF UNDERSTANDING NO. 3

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Where there is more than one (1) medical opinion regarding the verification of an employee's absence from work, the Company may request a third (3rd) medical opinion from a mutually agreeable practicing physician.

LETTER OF UNDERSTANDING NO. 4

The Company will allow employees of the evisceration department three (3) minutes relief time for the changing of clothing or equipment necessitated by a change in working conditions.

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