

THIS AGREEMENT

BETWEEN:

**ISLAND FARMS LTD.** (Mainland Operation),

(Hereinafter referred to as the "Company")

OF THE FIRST PART

AND:

**TEAMSTERS LOCAL UNION NO. 464,**

Of the City of Vancouver,

Province of British Columbia,

Affiliated with the International Brotherhood of Teamsters.

(Hereinafter referred to as the "Union")

OF THE SECOND PART

WITNESSETH THAT the Parties hereto agree as follows:

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## DEFINITIONS

**Company Seniority:** The length of continuous, unbroken service within the bargaining unit from their date of hire.

**Classification:** The job or category of jobs performed for which a rate of pay is established and listed in the Schedule(s) to the Collective Agreement.

**Full-Time Employee:** An employee who has been awarded or holds a posted full-time position with the company.

**Part-Time Employee:** An employee who does not hold a posted Full-Time position and who is dispatched to work which is available from time to time consistent with the employee's qualifications, abilities and availability. Part-Time employees will receive the rate of pay for the job classification performed as listed in the Schedule(s) to the Collective Agreement.

The Company will cap the shifts available to Part-Time employees to fifteen (15) percent of the available shifts within the Bargaining Unit.

**Summer Help:** Employees who are hired seasonally by the Company during the period of April 1st to September 15th inclusive in any year. Summer Help employees are paid the rate in the schedules of the Collective Agreement. Summer Help employees will not displace any Full-Time or Part-Time employees.

**Reliefman:** A Reliefman is a Full-Time employee who relieves two or more job classifications.

**Masculine and Feminine:** The masculine or feminine gender may be used interchangeably throughout this Collective Agreement. Wherever one gender is used, it will be construed as meaning the other, if the context requires.

## CLAUSE 1 MUTUAL OBJECTIVES

1.01 The objectives of this Agreement are to develop and maintain a harmonious and co-operative relationship between the Company, its employees and Teamsters Union Local 464; to promote the utmost co-operation; to foster a friendly spirit between the Parties; to allow effective and efficient operation of the business to ensure its financial health; to provide an amicable and equitable method of settling grievances or differences arising from the provisions of this Agreement.

1.02 The Parties agree to develop a Joint Union-Management Committee for the purpose of meeting to discuss issues, which affect the relationship between the Parties and the mutual objectives of the Parties. The Parties will meet on a regular basis or as specifically requested in writing by either Party and, consistent with the terms of reference developed and agreed by the Parties, will work co-operatively to resolve issues placed before the Committee for their consideration.

## CLAUSE 2 RECOGNITION

2.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees covered by this Agreement.

The Company further recognizes that the Union's jurisdiction shall be deemed to include all hourly rated employees engaged in the manufacturing and distribution of dairy and related products, primarily based at 1331 Derwent Way, Annacis Island.

2.02 The Company shall not require an employee to enter into a written or oral agreement which conflicts with a specific provision of this Agreement.

2.03 Any employee who, prior to the effective date of this Agreement, received a wage rate in excess of the rate for the classification as listed in this Agreement shall not suffer a reduction of their wage rate because of the implementation of this Agreement. The Parties may enter into arrangements to recognize any such situations and to standardize rates during the term of this Agreement.

2.04 Nothing in this Agreement shall preclude excluded personnel of the Company from performing work done by those in the bargaining unit from time to time provided that no employee shall lose shifts or suffer a lay-off as a direct result.

**NOTE:** It is understood between the parties that this clause will be in force for two (2) years from date of ratification. Following this the clause will read as follows:

No person who is not a member of the Union shall perform work that falls within the Unions' jurisdiction except in the case of emergency, save and except those Union positions within the Office Department.

### **CLAUSE 3 UNION SECURITY**

3.01 All employees in the employ of the Company covered by this Agreement, and all new employees covered by this Agreement, shall, within thirty (30) calendar days of the execution of this Agreement, or within thirty (30) calendar days after entering employment with the Company, whichever date last occurs, become members of the Union and maintain membership in good standing with the Union as a condition of employment.

3.02 The Company shall be free to hire new employees to work in classifications listed in Schedules "A", "B", "C" and "D" provided such employees shall be eligible for membership in the Union and shall make application and become members pursuant to 3.01.

### **CLAUSE 4 UNION LEAVES AND UNION NOTICES**

4.01 Upon receipt of a written request from the Union, not later than thirty (30) days prior to the date the leave is required to commence, an unpaid leave of absence

may be granted to Employees (up to a maximum of seven (7) consecutive calendar days) who are elected as representatives of the Union and required to attend at Union executive meetings, Union conventions, seminars or as member(s) of the Union Negotiating Committee during collective bargaining with the Company.

Where operational considerations are compromised, or where no suitable replacement is available, the Company may restrict or decline to grant the application. The Union undertakes, in good faith to consider alternate arrangements where so requested by the Company.

Seniority will be unaffected by the granting of the Union's request. No employee who serves on a committee shall lose his or her position nor be discriminated against for that reason. No employee shall be discharged or discriminated against for upholding the Unions principals.

4.02 To facilitate the administration of Clause 4.01, where such leave of absence is granted, the Company will maintain the basic pay and benefits for the employee during the leave and will invoice the Union for benefits and wages paid.

4.03 **Union Notices**

The Company agrees to provide a bulletin board in the employee(s) lunchroom for the exclusive use of the Union. The use of such bulletin board will be restricted to posted notices and information which is the official business of the Union as authorized by the Principal Officer or Business Agent of the Union.

**CLAUSE 5 MANAGEMENT RIGHTS**

5.01 The Company shall have the exclusive right and power to manage the business and direct the working forces, including the right to hire; suspend for cause; discharge for cause; lay-off; promote; demote; assign to jobs; transfer employees from Department to Department; to increase or decrease the working force; to determine the products to be handled.

5.02 Nothing in this Agreement shall be intended or is to be construed in any way to interfere with the inherent recognized right of the Company to manage and control the business. It is further agreed that nothing in this Clause shall be used to discriminate against any employee of the Union, its members or its Executive.

## **CLAUSE 6 DEDUCTION OF DUES**

6.01 Each of the employees covered by this Agreement hereby authorizes the Company to deduct and pay over to the Secretary of the Union, any monthly dues, fines or assessments levied in accordance with the Union's By-laws, owing by him or her hereunder to the said Union, or as are authorized by regular and proper vote of the membership of the Union. Monies shall be deducted in accordance with the written statement supplied in duplicate by the Union which shall show the total amount owing by each employee and the names of the employees for whom the deductions are to be made.

Deductions of any monies owing shall also be made from employees in the month in which they terminate. Monies deducted shall be forwarded by the Company to the Secretary-Treasurer of the Union not later than the 10th day of the following month and shall be accompanied by a copy of the written statement supplied by the Union.

## **CLAUSE 7 UNION REPRESENTATIVES/SHOP STEWARDS**

7.01 The Company recognizes the Union's right to elect or appoint Shop Stewards to represent employees. Not to exceed one (1) Shop Steward per shift per Department as defined in Clause 22.

The Company agrees to recognize the Shop Steward provided that the Union has first advised the Company in writing of the name(s) of the Shop Stewards so elected or appointed. There shall be no discrimination against a Shop Steward for the carrying out their duties consistent with the terms of the Collective Agreement.

7.02 The Company agrees to allow the Union to conduct the election of Shop Stewards in a location at the Company's facilities as directed by the Company (e.g. the employee lunchroom), providing the election process is not disruptive to the Company's operations.

7.03 In the exercise of their functions, the Shop Steward shall first obtain the necessary permission from the Manager of the Department or his designate including the estimated length of absence required, prior to leaving their assigned duties to carry out any investigation arising out of a formal complaint and/or settlement of a formal grievance(s). The Company agrees that a Shop Steward carrying out such duties shall suffer no loss in pay. It is agreed that the Shop Steward in carrying out his duties shall incur no overtime.

7.04 The Shop Steward(s) shall have no authority to alter, amend or otherwise change the terms of this Agreement. The Shop Steward(s) have the authority of the Union to resolve formal grievances up to and including Step 1 of the grievance procedure of this Agreement.

## **CLAUSE 8 DAYS AND HOURS OF WORK**

### **Hours of Work**

8.01 The normal hours of work for the Company's business covered by this Agreement shall be set and may be modified by the Company according to the demands of the business and/or the customer of the company. The Company will generally schedule its operations through the application of the principal of a forty (40) hour workweek with shifts being either eight (8) hours per day for five (5) days or ten (10) hours per day for four (4) days. Other shift arrangements currently in place will remain in place.

When the Company, for legitimate business reasons and customer requirements, determines that it is necessary to introduce alternate shift schedules, the Company will provide the Union seven (7) days advance notice of the Company's intention. During that seven (7) day period, the Company will, at the Union's request, meet to discuss the reasons that the Company has for the introduction of the alternate shift schedule.

At the end of the seven (7) day period, the Company may implement the alternate shift schedule in the work area concerned.

If the Union disagrees that the Company's introduction of the alternate shift schedule for the particular work area is not related to legitimate business reasons and/or customer requirements, the Union may refer the matter to expedited binding arbitration. In the expedited arbitration, the onus will be on the Company to present the arbitrator reasons why the alternate shift schedule (work week) is warranted in the particular circumstances and why it should be allowed to continue in effect, based on the legitimate business reasons and customer requirements of the Company.

Nothing in the above limits the Employer's ability to change or modify shifts as required and outlined in Clause 8.03.

8.02 (a) For Full-Time employees and Part-Time employees (where applicable), the Company will prepare a work schedule (Sunday to Saturday) and post such schedule in a conspicuous place by no later than Thursday in the prior week.

(b) Part-Time employees will be scheduled for any part time work available at the discretion of the Company, provided always that the Part-Time employee possesses the requisite qualification(s) and ability.

8.03 Normal days and hours of work may be adjusted by the Company to meet the demands of the business. In the event that the normal starting and stopping times are to be adjusted, the employees affected will be provided advance notice where practical. The Company will provide seventy-two (72) hours notice of change of work schedule involving days off, and twenty - four (24) hours notice of change of start/stop times where practical. However, it is understood that where circumstances such as: absenteeism of other employee(s); extreme weather conditions; supply of product/raw materials; suspension or interruption of operations due to mechanical/technical breakdown; unanticipated customer

demands occur, a lesser notice period may be provided by the Company. The Company undertakes in good faith to provide as much notice as is reasonably possible in the above circumstances.

- 8.04 Notwithstanding the hours of work posted on the work schedule, the provisions of this Clause will not be construed as guaranteeing to any employee any number of hours of work per day or per week. A Full-Time employee will not be subject to a Temporary Lay-off if there are shifts available that are usually assigned to Part-Time employees. Whenever feasible, if Part-Time shifts are available, qualified Full-Time employees will be offered said shifts, provided the Full-Time employee has the qualifications and abilities to perform the work available.
- 8.05 The Company shall accept the responsibility of maintaining the work schedule. It is the responsibility of each employee to check the schedule for work times and shifts. The Company shall authorize all changes to the work schedule.
- 8.06 (a) An employee shall be granted ten (10) consecutive hours rest between scheduled shifts. Where the employee is called in to work before the ten (10) consecutive hours has elapsed and elects to report to work, the employee shall be paid overtime rates for all hours worked within the ten (10) hour period from the finish of his previous scheduled shift.
- (b) Employees shall be granted unpaid meal periods of one half (1/2) hour unless their scheduled shift is for five (5) hours or less.
- (c) Production, Warehouse/Storage and Office employees shall be granted one ten (10) minute paid break per shift.
- (d) There will be no split shifts.

### **Overtime**

8.07 **Daily Overtime**

For the purposes of this section, overtime is paid to an employee for approved time worked outside of or in excess of regular scheduled hours for the day.

For those working five (5) eight (8) hour days, overtime is paid at the rate of one and one-half times (1 1/2x) the regular rate of pay for hours worked up to ten (10) hours in any one day and two times (2x) the regular rate of pay for all hours worked thereafter in any one day.

For those working four (4) ten (10) hour days, overtime is paid at the rate of one and one-half times (1 1/2x) the regular rate of pay for hours worked up to twelve (12) hours in any one day and two times (2x) the regular rate for all hours worked thereafter in any one day.

### **Weekly Overtime**

Weekly overtime is paid to an employee for approved hours worked in excess of the forty (40) hours per week excluding those hours worked in excess of eight (8) or ten (10) in any one day at the rate of one and one-half times (1 1/2x) the regular rate of pay for all hours over forty (40).

## **CLAUSE 9 GRIEVANCE & ARBITRATION PROCEDURES**

- 9.01 The Parties confirm that they recognize that mutual cooperation is necessary to the effective resolution of workplace disputes in a timely manner. All reasonable efforts should be made to determine the facts in any matter before a grievance is pursued.
- (a) Any difference or dispute arising between the Parties concerning the alleged violation or the interpretation, application or administration of this Agreement, may be registered as a grievance and shall be resolved without stoppage or interruption of work or work procedure.
  - (b) The Union and its members agree that they will not cause, authorize or sanction any slow down in any Department nor engage in any strike or stoppage of work or curtailment of operations during the term of this Agreement.
  - (c) The Company will not authorize, cause nor engage in any lockout of the Union or its members during the term of this Agreement.
  - (d) Either Party to this Agreement may lodge a grievance with the other Party on any differences between the Parties concerning the alleged violation or the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and such grievance shall commence at Step 2 of the Grievance Procedure.

### **Grievance Procedure**

- 9.02 (a) Any employee who has a grievance or complaint shall first discuss the matter in dispute with his immediate supervisor as soon as he becomes aware of the matter.

For the purposes of this procedure, 'immediate supervisor' means a member of the bargaining unit (e.g. Leadhand) or a member of management to whom the employee directly reports.

- (b) Where the matter in dispute raised by the employee pursuant to 9.02(a) above is not resolved to the satisfaction of the employee, it shall be advanced as a grievance, reduced to writing and registered with the Company within thirty (30) days of the matter being raised at 9.02(a). Such grievance shall set out the nature of the grievance, the relevant provision of the Agreement in dispute, the remedy requested and the signature of the grievor advancing the grievance as set out below.

If the issue referred to in paragraph (a) above is not advanced to a grievance

within the time frame set out in paragraph (b) the issue will be deemed to be abandoned.

### **Step 1**

The grievor and the Shop Steward shall meet with the Department Manager or his designate within fourteen (14) calendar days of acknowledged receipt of the grievance by the Company.

The Company shall provide the Union, grievor and Shop Steward with a written reply to the grievance as soon as is reasonably practicable but in any case, not later than ten (10) calendar days from the Step 1 meeting.

### **Step 2**

Failing a resolve to the grievance at Step 1, and within twenty (20) calendar days of the Company's reply, the grievor and the Union representatives (Union Officer and Shop Steward) and the Director of Human Resources (or in his absence his designate) shall meet in an attempt to resolve the grievance. The Company shall provide the Union, grievor and Shop Steward with a written reply to the grievance as soon as is reasonably practicable but in any case, not later than ten (10) calendar days from the Step 2 meeting.

Where the grievance is filed by the Company or Teamsters Local 464 at this step, the Company representative(s) and the Union representative(s) shall meet in an attempt to resolve the grievance.

### **Step 3**

Failing a resolve at Step 2, and within ten (10) calendar days of receipt of a written reply, either Party may refer the matter to arbitration by advising the other Party in writing of their intentions. If no such written request for arbitration is received within the time limit, the grievance shall be deemed to have been abandoned.

Alternatively, the Parties may mutually agree to refer the matter to Mediation–Arbitration pursuant to Section 105 of the B.C. Labour Code.

- 9.03 The time limits listed above may only be extended, in writing, by mutual consent between the Parties.

### **Arbitration Procedure**

- 9.04 The Company and the Union shall endeavour to agree upon the selection of an acceptable Arbitrator to hear and render a final and binding decision on the grievance or matter(s) in dispute. In the event the Parties are unable to agree upon the selection of an Arbitrator, either Party may apply to the Director of the Collective Agreement Arbitration Bureau pursuant to Section 86 of the B.C. Labour Code for the appointment of an Arbitrator.

9.05 The Arbitrator, as selected or appointed, shall contact the Parties and schedule a hearing into the grievance or matter in dispute, where he/she shall consider the submissions and the evidence submitted by the Parties and render a decision within ten (10) calendar days. The decision of the Arbitrator shall be final and binding on the Parties. Each Party shall bear one-half (1/2) the cost of the Arbitrator.

The Arbitrator shall be restricted to the authority as set out at Section 89 of the B.C. Labour Code with respect to the interpretation and application of the existing Agreement and shall have no authority or jurisdiction to alter, modify, delete or replace any of the existing provision of the Collective Agreement in any way.

## **CLAUSE 10 DISCHARGE AND DISCIPLINE**

10.01 The Company reserves the right to discipline, demote, suspend and/or discharge an employee for just and reasonable cause.

10.02 When administering disciplinary action, an employee shall have the right to have a Shop Steward present, if he so chooses, during such discussion with the Company.

10.03 An employee suspended or discharged will be notified in writing of the reasons for the suspension/discharge at the time of the discipline or, upon written request from the employee within seven (7) days of the original discipline, the Company will give such reasons in writing within seventy-two (72) hours. A copy of the reasons for suspension/discharge will be sent to the Union.

## **CLAUSE 11 LEAVE OF ABSENCE**

### **Discretionary Leave(s)**

11.01 The Company will consider all requests for a leave of absence from Full-Time employee(s) and, at its discretion, may grant a leave of absence without pay in accordance with the following:

- (a) All requests for leave of absence will be submitted in writing to the Company at the earliest opportunity and, unless otherwise provided in this Article, not later than thirty (30) calendar days prior to the start of the requested leave. The Company may accept a request submitted less than thirty (30) days in advance of the leave for compassionate or special reasons.
- (b) Employees are expected to return to work immediately upon the expiry of the leave of absence. Any employee failing to report for work at the expiry of their leave, without valid and reasonable excuse, will be deemed to have terminated their employment with the Company.
- (c) Where any leave granted by the Company is used for purposes other than that for which the leave was granted, such action may be deemed just cause

for discharge from employment.

### **Educational Leave**

- 11.02 The Company may grant unpaid leave for educational purposes for up to one (1) month.

The educational training for which the leave is requested must be submitted consistent with 11.01 above. The substance of the education and/or training must be considered by the Company to be directly relevant to the work performed at the Company and the future employment with the Company.

### **Statutory Leave(s)**

- 11.03 **Bereavement Leave**

In the case of a death in the immediate family of an employee, the Company shall grant up to three (3) consecutive days leave of absence from regular scheduled shifts when such leave is necessary in order to make arrangements for, to attend and/or travel to the funeral. One (1) day of the three (3) consecutive days will be a paid day; the remaining days will be unpaid.

For the purposes of this section, immediate family shall be: spouse, (including common-law spouse provided he/she is registered as a dependant under Clause 12), parents, children, brother(s), sister(s), brother-in-law, sister-in-law, grandparents, grandchildren, parent-in-law.

- 11.04 **Jury Duty**

An employee selected for jury duty, or summonsed or subpoenaed as a Crown witness, will be granted a leave of absence for the duration of such service. The Company will pay to the employee the difference between their regular straight time rate of pay for any scheduled shift missed as a result of their performing such duty and the amount of compensation received for the duty at the proceedings. Employees will be required to provide such documentation as deemed necessary by the Company to determine monies paid to employees.

An employee discharged from such duty before the end of his regularly scheduled shift shall contact the Company and advise the Company of their discharge from duty. The employee may be required to report to his shift upon his discharge from duty.

- 11.05 **Pregnancy Leave, Parental Leave and Family Responsibility Leave**

Pregnancy leave, Parental leave and Family Responsibility leave for employees will be granted in accordance with the provisions of the Employment Standards Act of B.C.

- 11.06 Leave of absence(s) granted in accordance with this Clause will not adversely affect an employee's seniority standing with the Company.

## **CLAUSE 12 HEALTH AND WELFARE BENEFITS**

- 12.01 The Company is responsible to obtain Plan(s) or Policies and maintain agreements during the life of this Agreement for the provision and administration

of the following benefits for Full-Time employees and eligible Part-Time employees (as outlined in Clause 12.04) and subject to the terms of the policies in effect between the Company and the Insurer.

12.02 Subject to the conditions of the Plan(s) and on the first of the month following the completion of the probation period as listed in Clause 19.05, the following benefits are provided:

(a) **Group Life Insurance Accidental Death and Dismemberment:**

Benefits Payable: \$25,000.00

Premium costs are borne 100% by the Company

(b) **Extended Health Benefit:**

Annual Deductible: \$25.00/single, \$25.00/family

Reimbursement: 100% eligible expenses

Overall Maximum: \$1,000,000.00

Premium costs are borne 100% by the Company

(c) **Weekly Indemnity (Short Term Disability):**

Benefits Payable: 66 2/3% of weekly earnings to maximum of \$445.00

Elimination Period: Accident - Nil

(Payable following) Three (3) days sickness

Payable to: Maximum fourteen (14) days, thereafter E.I. Benefits apply.

Premium costs are borne 100% by the employee.

(d) **Long Term Disability:**

Payment: 66 2/3% of monthly earnings to a maximum benefit of \$2,500.00

Elimination Period: 120 days (payable up to age 65)

12 months own occupation

Premium costs are borne 100% by the employee.

(e) **Dental:**

Annual Deductible: Nil

Reimbursement:

Basic Services - 80%

Major Services - 50%

Orthodontic Plan (Children Only) - Maximum \$1,500.00/lifetime

Maximums: Basic and Major combined - \$1,250.00/year

Fee Guide: 2002 Fee Guide for General Practitioners in Province of  
Residence

Premium costs are borne 100% by the Company

- (f) **Sick Days:**  
Commencing on the first of the month following completion of the probationary period (per 19.05), employees shall accumulate paid sick leave at the rate of one-quarter (1/4) day per month for each months wages earned, providing no absences from work have occurred during the month due to illness. (For the purpose of this Clause, wages shall include Weekly Indemnity and Workers' Compensation Benefits. Accumulation while drawing such benefits shall be limited to six (6) months.)

Sick days will become available for use upon the employee attaining a balance of three (3) accumulated sick days. Banked Sick Days will be used in full day increments.

Any accumulated sick leave balance in excess of three (3) days as of January 1st of any year will be paid out within thirty (30) days.

- 12.03 Medical Services Plan will be provided by the Company for any Full-Time employee and eligible Part-Time employee (as outlined in Clause 12.04) who completes the probation period and who elects such coverage.

- 12.04 **Part-Time Employees**  
Part-Time employees (per Clause 19.05) who do not work fifty percent (50%) of the standard work hours in an accounting period for their job classification are not entitled to Health and Welfare Benefits.

## **CLAUSE 13 WORKPLACE HEALTH AND SAFETY**

- 13.01 The Company and the Union recognize the benefits to be derived from adherence to B.C. Workers' Compensation Occupational Health and Safety Regulations, safety rules, Company policies, safe work practices and established procedures that promote and maintain a safe and healthy workplace.

The Company agrees to make reasonable provisions for the safety and health of its employees during the hours they are actively at work.

The Parties agree to co-operate and promote the adherence to safety rules, policies, safe work practices and procedures as provided above.

- 13.02 Employees shall immediately report to their supervisor any unsafe equipment, practices(s) or condition(s). The supervisor shall immediately investigate the complaint and shall take steps deemed necessary to correct the unsafe condition.

- 13.03 The Company shall maintain a Safety Committee consisting of equal representation of employees and management, which shall operate in accordance with the Workers' Compensation Board Regulations.

The Committee shall meet during regular work hours and time spent in the meeting(s) will be considered as time worked. Employees serving on the

Committee, who are off work on a day that the Committee regularly meets, will be replaced by an alternate Committee member.

Minutes of the Safety Committee meeting shall be kept and posted.

- 13.04 The Company shall determine and provide adequate protective devices (excluding safety shoes/boots) to protect employees from injuries arising from their employment with the Company.

Where the nature of the work assigned requires special equipment or protective devices, such equipment and/or devices will be provided by the Company.

- 13.05 An employee who suffers a work related injury during working hours and is required to leave the work site for treatment of the injury, shall receive payment for the balance of the shift, at his/her regular rate of pay provided they are unable to return to work to complete their scheduled shift. For the purposes of this section, the recommendation of the attending physician regarding the ability of the employee to return to complete his/her shift shall be accepted.

- 13.06 Every employee must take reasonable care to protect their health and safety and the health and safety of others who may be affected by their acts or omissions at work, carry out their work in accordance with established safe work procedures, use and wear protective equipment, devices and clothing as required by the Company. Failure to do so may result in disciplinary action.

- 13.07 The Company undertakes to provide each new employee, at the time of hiring the necessary orientation for the safe performance of work and handling of materials and products.

#### **CLAUSE 14 PAY DAYS, PAY STATEMENTS**

- 14.01 Employees shall be paid every second Friday. The amount paid shall include all sums owing by way of wages earned up to and including midnight the Saturday previous.

- 14.02 The Company shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday.

- 14.03 All employees will be given a pay statement for the pay period during which work was performed. Such statement shall note type of hours worked, wages paid and other approved statutory and/or regulatory deductions.

#### **CLAUSE 15 VACANCIES AND JOB POSTINGS**

For the purposes of this Agreement, qualifications refer to relative past training and/or similar experience to perform the duties of the job; ability refers to the competency/capability to perform the duties of the job.

For the purposes of operational flexibility and efficiencies, the filling of vacancies and job postings will be determined based on the applicant's qualifications, ability and seniority.

- 15.01 When the Company determines that a vacancy exists, or where the Company creates a new position within the bargaining unit, the Company shall:
- (a) Post the vacancy for a minimum of six (6) calendar days prior to filling of such vacancy.
  - (b) The posting will state the current assigned hours of work, the rate of pay, days off, and any other pertinent information.
- 15.02 (a) The results of the posting will be announced within fifteen (15) calendar days of the closing date of the posting. Upon the successful completion of the assessment period, the employee shall commence the duties of the new position as soon as reasonably practicable.
- (b) An employee selected for or appointed to a vacancy in accordance with this Clause will be assessed during the first fifteen (15) calendar days in the position. The purpose of this assessment is to familiarize the employee with the requirements of the job and to determine if the employee is suitable for the job, and for the employee to determine if the job is suitable for him/her.
  - (c) The assessment period shall not exceed fifteen (15) calendar days except by mutual agreement between the Company and the Union. It is agreed and understood that the Company may shorten the assessment period and, subject to the agreement of the employee, the Company will confirm the employee in the position.
  - (d) It is agreed that during the assessment period, the Company will conduct at least one written assessment on the employee. The assessments will review the employees' performance and will evaluate the employees' qualifications and ability.
  - (e) Where the employee demonstrates he/she does not have the qualifications and/or ability during the evaluation period, the employee will revert to his former position and classification and the employee will be provided reasons by the Company. In the event that the employee determines the job is not suitable for him/her, within the assessment period, the employee will revert to his former position and classification.
  - (f) In the event an employee is not confirmed in the position, or elects to revert to his/her original position as provided for in (e) above, the Company will consider any of those applicants from the original position vacancy:

Where no other applicant to the original vacancy is suitable, the Company will re-post the vacancy in accordance with 15.01 above.

Where an applicant is returned, or elects to revert to their original position, such employee shall lose all rights to apply for a Job Posting for the next six (6)

months from the date of his/her return to their original position.

- (g) There shall be a maximum of one (1) additional posting resulting from the initial vacancy. After which the Company may appoint a qualified employee.
- 15.03 For the purposes of this Clause, jobs within the bargaining unit will not be deemed to be vacant where an employee is absent temporarily due to illness, occupational accident or approved leave of absence.
- 15.04 (a) Where the employee's absence due to circumstances noted above continue or are expected to continue beyond a considerable period of time (ninety (90) days or more, when confirmed by a qualified medical practitioner), the position will be posted and filled as a temporary position by the Company.
- (b) Upon the employee's return to full, active work, he/she shall regain their original position.
- 15.05 Should the Temporary Vacancy as outlined in 15.04 above, become a Vacant Position consistent with Clause 15.01, it will be posted.
- 15.06 In the event the vacancy as per 15.05 above is posted and awarded and, subsequently the original employee is found able to return to regular employment, they will be afforded the opportunity to displace the least senior employee in the classification formerly held (provided they are immediately capable of performing all of the duties of the position) or to assume the next vacancy for which they have the ability and qualifications or elect to go to the part time list.
- 15.07 For the purposes of filling of vacancies and job postings, seniority of the applicants shall be the deciding factor provided that the applicant's ability and qualifications are relatively equal.
- 15.08 The Company may appoint a qualified employee to fill a vacancy on a temporary basis until a suitable candidate is selected in accordance with this Clause.
- 15.09 Employees filling vacancies in the following specialized positions shall fulfill a non-mobility period of 12 months from the date they are assigned to this position, whereby they are ineligible to apply for other vacant Positions. The specialized positions are Pasteurizer/CIP operator and Reliefman.

In the event that no suitable applicant is available and the specialized position cannot be filled, then Clause 15.09 will be waived and the position will be reposted.

**15.10 Vehicle Change**

- (a) If the Company requires any employee to possess a higher classification of driver's license for any driving position due to a vehicle change, the cost of obtaining the license and the driving assessment will be borne by the Company. The Company will advise the employee in writing of the requirement to obtain the higher classification of licence and allow up to a ninety (90) day grace period for the employee to acquire the necessary license and pass the Company Driving Assessment. The choice of any course or training to secure the appropriate upgraded license will be at the discretion of the Company.
- (b) By mutual agreement between the Company and the employee, the Parties may agree to an additional ninety (90) day grace period to upgrade to the necessary license and/or pass the Company Driving Assessment. All costs related to the extension will be borne by the employee and completed on the employee's own time.
- (c) Where an employee is unable or unwilling to obtain the required license the employee will be laid off and shall be eligible to displace the most junior employee in his classification.
- (d) Where there is no junior employee in his classification or where the employee who is to be laid-off pursuant to (c) elects not to exercise the right to displace the junior employee in the classification, he may elect to go to the Part-Time list.
- (e) The junior employee displaced pursuant to (c) shall be given the opportunity to obtain the required license in accordance with this Clause and assume the duties of the route/position.

**CLAUSE 16 PROMOTION OUTSIDE BARGAINING UNIT**

- 16.01 Employees who leave the bargaining unit on a trial basis (up to three (3) months) but remain in the employ of the Company, shall continue to remit Union dues and shall have the right to re-enter the bargaining unit and retain their full Company Seniority.
- 16.02 Following the trial period, bargaining unit Seniority shall be frozen and re-entry to the unit shall be at the Company's discretion.
- 16.03 Re-entry shall be to the Part Time list until a position vacancy is obtained consistent with Clause 15.01 of this Agreement.

## **CLAUSE 17 NEW CLASSIFICATIONS**

- 17.01 The Company shall negotiate with the Union the establishment of and the rate of wages to be paid for any classification of work other than those set forth in the Wage Schedules to this Agreement
- 17.02 In the event that the Company and the Union cannot reach agreement concerning any proposed classification of work, either Party may invoke the Grievance Procedure set forth in Clause 9 of this Agreement. The rate established by mutual agreement or Arbitration shall be retroactive to the day the employee was assigned to such position.

## **CLAUSE 18 NEW EMPLOYEES**

- 18.01 New, inexperienced employees shall receive two dollars (\$2.00) per hour less than the classification rate during their first twelve (12) months of employment; they shall receive one dollar (\$1.00) per hour less than the classification rate for their next twelve (12) months of employment and the full classification rate thereafter (twenty-four (24) months from date of hire). This shall include Part-Time Employees.

## **CLAUSE 19 SENIORITY, PROBATIONARY PERIOD**

- 19.01 **Seniority**  
The Company recognizes that job opportunity should increase according to the principle of seniority, ability and qualifications being relatively equal.
- For the purposes of this Agreement, seniority means the length of uninterrupted, unbroken service in the bargaining unit while employed by the Company from date of hire.
- 19.02 Seniority shall be granted to employees who have completed the probationary period as provided in 19.05.
- 19.03 An employee shall lose their seniority for the following reasons:
- (a) voluntarily terminates their employment with the Company;
  - (b) is discharged for just and reasonable cause and is not reinstated under the grievance procedure;
  - (c) culpable failure to report for work from an approved leave of absence, scheduled vacation or when cleared to return from absence due to illness or W.C.B. claim;
  - (d) fails to report when recalled to work from lay-off within three (3) calendar days;
  - (e) is not recalled to work within the recall period pursuant to Clause 22.07 of this

Agreement.

19.04 The Company will provide to the Union a seniority list of all employees who qualify within thirty (30) days of the signing of the Agreement and in January and July of each year thereafter. The list will indicate and include:

name of employee  
classification  
seniority date  
Full-Time or Part-Time

19.05 **Probation Period**

A probationary period for each new Full Time employee of ninety (90) days shall be in effect. During such time, no seniority will be granted and shall not apply. A probationary employee may be laid off without reference to seniority and the Company will not be obligated to rehire such employee. The probationary period will be extended by mutual agreement between the Company and the Union.

For Part Time employees the probation period shall be five hundred and twenty (520) hours of work. The probationary period will be extended by mutual agreement between the Company and the Union.

**CLAUSE 20 STATUTORY HOLIDAYS**

20.01 The following Statutory Holidays will be observed:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	

20.02 An employee qualifies for payment of a Statutory Holiday after they have been on the payroll of the Company thirty (30) days prior to the holiday and providing he or she has worked at least fifteen (15) of the thirty (30) days before the Statutory Holiday.

20.03 An employee who qualifies for payment for the Statutory Holiday above shall not receive pay for the holiday if they are scheduled to work and fail to do so, subject to just and reasonable cause.

- 20.04 In calculating days worked for the purposes of qualifying pursuant to 20.02, the following will be deemed as days worked:
- (a) regular scheduled shift;
  - (b) on approved Workers' Compensation Board wage loss benefits or approved Weekly Indemnity;
  - (c) approved vacation leave;
  - (d) approved leave of absence with pay;
  - (e) Company sponsored training days.
- 20.05 In the event that a Statutory Holiday falls on an employee's scheduled day off, and the employee would otherwise qualify for payment of the Statutory Holiday subject to 20.02 above, the employee shall be paid for the Statutory Holiday at his regular rate of pay.
- 20.06 Employees who qualify pursuant to 20.02 above and are required to work on the Statutory Holiday will be paid the applicable overtime rate of pay for the hours worked on that day, and bank a day in lieu of the Statutory Holiday which will be taken by mutual agreement between the parties. All banked days will be scheduled within the calendar year earned or within the first quarter of the following year. Any unscheduled banked days will be assigned.
- 20.07 All Statutory Holidays will be observed on the day on which they fall unless another day is substituted as agreed between the Union and the Company.
- 20.08 Employees who are on unpaid Leave of Absence, lay-off, Weekly Indemnity, Long Term Disability or W.C.B. wage loss benefits will not qualify for payment for Statutory Holidays that fall during their period of leave or disability.

## **CLAUSE 21 VACATIONS WITH PAY**

- 21.01 Annual vacations for Full Time employees shall be granted in accordance with the following:

Following one (1) year continuous employment, two (2) weeks vacation with pay at four percent (4%) of the employee's gross wages for the previous year to be scheduled and taken, in accordance with the terms of this Agreement, in the vacation year following the year in which it is earned.

Following four (4) years continuous employment, three (3) weeks vacation with pay at six percent (6%) of the employee's gross wages for the previous year to be scheduled and taken, in accordance with the terms of this Agreement, in the vacation year following the year in which it is earned.

Following eight (8) years continuous employment, four (4) weeks vacation with pay at eight percent (8%) of the employee's gross wages for the previous year

to be scheduled and taken, in accordance with the terms of this Agreement, in the vacation year following the year in which it is earned.

- 21.02 Part-Time employees may select and schedule vacation blocks or periods consistent with their entitlement in 21.01 above on the basis of seniority following the completion of the Full-Time employee selection period of November 30<sup>th</sup> of a vacation year.
- 21.03 The vacation year is defined as the calendar year (January 1<sup>st</sup> to December 31<sup>st</sup> each year.)
- 21.04 (a) Employees will schedule and take all accrued vacation entitlements each vacation year.
- (b) Vacations must be scheduled and taken in unbroken periods of a minimum of one (1) week and a maximum of two (2) weeks unless Company approval has been granted. Employees with less than one (1) week of vacation entitlement may schedule vacation periods of less than one (1) week with approval of the Company.
- (c) It is understood that there is no carry over of any unused vacation entitlement as outlined above. Any vacation entitlement earned during the vacation accrual period which remains unscheduled in a vacation year, will be scheduled before the end of the vacation year.

Upon notification of their remaining entitlement by the Supervisor, the employee will have four (4) days to submit their selection in writing or the Supervisor will schedule their remaining vacation.

- 21.05 If a Statutory Holiday to which an employee is entitled falls on a day within an employee's approved vacation period, the employee will receive an additional day off with pay at their regular rate of pay to be used in accordance with Article 20.06.
- 21.06 An employee whose employment is terminated for any reason shall be paid with their final pay any unused and accrued vacation entitlement.
- 21.07 The Company will attempt to grant the employee's vacation at a time convenient to the employee, however, provided always that the effective and efficient operation of the Company's business is constantly maintained to ensure its financial health. The Company reserves the right to limit the number of employees who schedule vacation time off at any one time.

21.08 The period for scheduling of vacations will commence on November 1<sup>st</sup> for vacations in the following year. Employees' requests for vacation must be submitted no later than November 15<sup>th</sup>. The Company will post the vacation schedule, listing employees (or groups of employees) by Department by seniority, not later than November 30<sup>th</sup>.

Employee requests for vacation must list several selections in order of their priority. Vacation selections will be allotted by seniority based upon the requests made by the employee in order of the priority they have indicated. (Requests will be submitted on a Vacation Selection form supplied by the Company).

Unscheduled time remaining open after November 30<sup>th</sup>, will be allocated and scheduled on a first come first served basis, provided always that the efficiency of the operations is not compromised.

The Company reserves the right to schedule any unused vacation entitlement for any employee prior to the expiry of the vacation year.

## **CLAUSE 22 LAY-OFF AND RECALL**

### **Layoff**

For the purposes of this Clause, the Company recognizes the following Departments:

Production  
Distribution  
Warehouse/Storage  
Office

There shall be no bumping outside Departments until Step 3 of Clause 22.04 below.

22.01 In the event that, in the opinion of the Company, a reduction in the regular work force is deemed necessary in any area of any Department, or a significant reduction in hours of work due to operational conditions, the Company may institute a lay-off. For the purposes of this Agreement, a total or partial shut down due to emergency or force majeure shall not constitute a lay-off.

22.02 All Full-Time employees shall be given fourteen (14) days calendar notice before being laid off. Employees shall give the Company the same notice when the employee intends to quit.

22.03 A reduction in staff may only be affected in accordance with the following procedures in 22.04 recognizing the above Departments within the Company's operations.

22.04 When the Company decides to permanently reduce the number of Full-Time position(s) by lay-off in accordance with the provisions of Clause 22.01 above, the laid off employee may elect to bump a more junior employee with less

Company Seniority, subject to the laid off employee having the formal qualifications required (e.g. Trade ticket or Drivers Licence) and the ability to assume the duties of the position, as deemed by the Company, during or following a fifteen (15) day assessment period.

### **Bumping Procedure:**

- Step 1      The affected employee may elect to bump the junior employee in the classification within his Department where the reduction of staff is identified. If there is no junior employee within the Classification the affected employee will proceed to Step 2 below.
- Step 2      The junior employee within the classification displaced from Step 1 above may elect to bump the junior employee within the Department. If there is no junior employee within the Department, the affected employee will proceed to Step 3 below.
- Step 3      The junior employee within the Department displaced from Step 2 above may elect to bump the junior employee within the Company
- Step 4      The junior employee within the Company may elect to exercise their option under 22.05 below.

### **Bypass Procedure**

The affected employee may bypass Step 1, at his option and with the Company's concurrence, provided the employee who would have been displaced in Step 1 has more Company Seniority than the employee does in Step 2.

An employee displaced through Step 1 may bypass Step 2, at his option and with the Company's concurrence, provided the employee who would have been displaced in Step 2 has more Company Seniority than the employee does in Step 3.

An employee displaced through Step 2 may bypass Step 3, at his option and with the Company's concurrence, provided the employee who would have been displaced in Step 3 has more Company Seniority than the employee does in Step 4.

- 22.05 (a) Those identified for lay-off or displacement as described in the procedures above may, at any time prior to electing to displace another Full-Time employee, or who do not have the Company Seniority to bump and /or the ability to assume the duties of another employee, may elect to:
- 1) Be placed on the Part-Time list in order of Company Seniority, or
  - 2) Be laid-off with a Right of Recall in accordance with Clause 22.07, or
  - 3) Accept severance pay in accordance with the provisions of Clause 23.01
- (b) Any employee who displaces an employee in a Specialized Position, as set out in Clause 15.09, will be subject to the non-mobility period contained therein.
- (c) An employee bumping into a driving position must possess the necessary License and pass the Company Driving Assessment prior to assuming the regular duties of the position. Upon completion, the employee will assume his new position.
- (d) The employee to be displaced may remain in the driving position until the bumping employee passes the Company Driving Assessment.
- (e) Where the bumping employee is unable to pass the Company Driving Assessment, the employee may at his choice and expense attempt the Company Driving Assessment a second time within five (5) calendar days, or the employee will bypass this Step in the Bumping Procedure and proceed to the next applicable Step.
- 22.06 An employee displacing into a position as in 22.04 will assume the duties and will be paid the wage rate for the classification of the position assumed.

22.07 **Seniority and Recall**

Seniority and recall rights during lay-off will be retained as follows:

- (a) Employees with less than one (1) year continuous service at the date of lay-off shall retain their seniority and recall rights for three (3) months from the date of lay-off.
  - (b) Employees with more than one (1) year continuous service at the date of lay-off shall retain their seniority and recall rights for a maximum of nine (9) months.
- 22.08 An employee on lay-off shall be recalled to his former position at the time of lay-off in order of seniority.

- 22.09 Employee(s) on lay-off may apply for any position vacancies which may arise at the Company while on lay-off, provided the employee has the requisite ability and qualifications for the position, pursuant to Clause 15. Where the laid off employee is the successful applicant, but fails the Assessment and is not confirmed in the position, or following the completion of a temporary posting, the said employee will revert to his previous laid-off status.
- 22.10 A recall to work is effected by the Company advising the employee, by telephone or by registered mail at the number or address on file with the Company, of the date and time that the employee is to be recalled to work.
- The responsibility to ensure that the current telephone number and address is on file with the Company is solely that of the employee.
- 22.11 Any employee failing within three (3) calendar days to respond to a recall to work notice delivered pursuant to 22.10 above will be deemed to have forfeited both the Right of Recall and Seniority and is subject to the provisions of clause 23.01.
- 22.12 No new employees will be hired to a position or classification while employees with recall rights to that position are on lay-off.
- 22.13 Employees in receipt of benefits coverage who are laid off and elect to be placed on the lay-off recall list will have their medical benefits coverage continued to the end of the month following the date of lay-off. Thereafter, the employee may elect to maintain their medical benefits coverage during their recall period provided they pay to the Company monthly in advance the cost of the premiums for that coverage.

## **CLAUSE 23 SEVERANCE PAY**

- 23.01 Throughout the term of this Agreement, employees who have completed the probation period as per 19.05 and who lose their seniority for the reasons outlined in Clauses 19.03 (a) through (d) above, will not be entitled to severance pay. Otherwise, all other employees who have completed the probation period as per 19.05 and who lose their seniority will be paid severance pay as follows:
- (a) The amount of severance pay shall be two (2) weeks pay at the employee's regular rate of pay for those employees with a minimum of one (1) year employment.
  - (b) Thereafter, employees will receive one (1) additional week's pay for each year of continuous service to a maximum of eight (8) weeks' pay.
- 23.02 Employees who are laid off and are subsequently placed on the recall list may elect at any time to receive severance pay. Employees who elect to receive severance pay will have no further rights under this Agreement.
- 23.03 Employees who are laid off and not recalled to work within their recall period will receive severance pay in accordance with this Clause at the expiry of their recall

period.

## **CLAUSE 24 UTILIZATION OF EMPLOYMENT**

### **Employment - Other Classifications**

- 24.01 When an employee is required to temporarily fill the place of another employee receiving a higher rate of pay, if only for a day or the greater part of a day, he shall receive the higher rate. If an employee is required to temporarily fill the place of another employee receiving a lower rate, his rate of pay will not be changed to the lower rate.
- 24.02 All employees shall be employed in a manner conforming to the listed classifications. It is recognized that the nature of an operation or the season of the year may render it necessary to temporarily combine two or more classifications without creating a Reliefman position.

## **CLAUSE 25 WORK CLOTHES**

- 25.01 Where required to be worn by the Company, employees shall be provided with (at no cost to them) clean uniforms, as well as gloves where required.

## **CLAUSE 26 PERFORMANCE OF DUTY**

- 26.01 Each employee, while on duty, shall devote the whole of his time, attention and energies to the performance of his duties and, shall not, during the term of his employment at any time, alone, in partnership or in association, be connected with or concerned in any other business directly or indirectly in competition with the Company.

## **CLAUSE 27 CROSSING OF A PICKET LINE AND RIGHT TO HANDLE UNION PRODUCT**

- 27.01 The Company shall not require any member of the Union to cross a picket line, which has not been declared illegal by a Court of Competent Jurisdiction. The Company shall not require any member of the Union to accept any product or goods from any person, or employees of any person, with whom the Union, Local No. 464, has a picket or placard line, which has not been declared illegal by a Court of Competent Jurisdiction, around or against, or to deliver any products or goods to any person, or employees of any person, with whom the Union, Local No. 464, has a picket or placard line, which has not been declared illegal by a Court of Competent Jurisdiction, around or against.

It shall not be a violation of this Agreement or cause for dismissal for an employee to refuse to handle, receive, ship or transport any materials or equipment affected by a labour dispute, which has not been declared illegal by a Court of Competent Jurisdiction.

**CLAUSE 28 DURATION OF AGREEMENT**

28.01 This Agreement shall be in effect from date of signing for a period of three (3) years and from year to year thereafter, unless notice of intent to renegotiate the Agreement shall be given by either Party to the other Party in writing, not later than four (4) months prior to the anniversary date of the expiry.

**CLAUSE 29 SAVINGS CLAUSE**

29.01 The within Agreement and schedules hereto annexed shall be subject to, and shall be interpreted, and, where necessary, altered, varied, or amended from time to time to give effect to the laws enacted by the Parliament of Canada and Province of British Columbia, including amendments thereto and regulations or Orders-in-Council made or passed thereunder.

29.02 In the event that any Clause or Section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either Party for the purpose of arriving at a mutually satisfactory replacement for such Clause or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Clause 8.

It is clearly understood however, that the Agreement or any sections thereof, which are not held invalid or restrained, shall continue in effect for the balance of the period of the Collective Agreement.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its seal in the presence of its Officers duly authorized therefore, and the Party of the Second Part has hereunto affixed its signature by its Officers duly authorized therefore.

DATED AT Vancouver B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 2004

FOR THE COMPANY

FOR THE UNION

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**SCHEDULE "A": PRODUCTION DEPARTMENT.**

Classification	March 01, 04	March 01, 05	March 01, 06
PASTEURIZER / C.I.P.	19.20	19.60	20.00
MACHINE OPERATOR	18.20	18.60	19.00
GENERAL HELP	17.20	17.60	18.00
SUMMER HELP	14.60	15.00	15.40

### **SCHEDULE "B": DISTRIBUTION DEPARTMENT**

Classification	March 01, 04	March 01, 05	March 01, 06
DRIVER	19.20	19.60	20.00
RELIEFMAN	20.20	20.60	21.00

### **SCHEDULE "C": WAREHOUSE/STORAGE DEPARTMENT**

Classification	March 01, 04	March 01, 05	March 01, 06
WAREHOUSEMAN	18.20	18.60	19.00
RELIEFMAN	19.20	19.60	20.00
SUMMER HELP	14.60	15.00	15.40

### **SCHEDULE "D": OFFICE DEPARTMENT**

Classification	March 01, 04	March 01, 05	March 01, 06
ORDER/ADMIN	18.20	18.60	19.00
SUMMER HELP	14.60	15.00	15.40

#### **LEADHAND:**

Where appointed by the Company, a Leadhand shall be responsible to direct and monitor the work assignments of those employees assigned to him/her. The Leadhand shall receive a premium of \$1.00 per hour for all hours worked as a Leadhand, above the highest classification within the Department.

#### **First Aid:**

Where appointed by the Company, a First Aid Attendant Level I shall receive a premium of \$0.25 per hour for all hours worked.

### **LETTER OF UNDERSTANDING**

The Parties agree that the following employees and their current wage rates will be "Red Circled" (Their current wages rates will remain at their current levels and will not be increased until such time as they are equal to the posted rate for their classification in the Collective

Agreement) and this will be the case as long as they stay within their current posted position. If said employees post into a different position, their rate will be adjusted to equal the posted rate for that classification as per the Collective Agreement.

The employees and positions (on signing of this Agreement) are:

Floyd Reinjfell – Driver

Curtis Chilcott – Warehouse Leadhand

Celedonio Linsangan – Warehouse Leadhand

Jhoel Cabilete – Warehouse Leadhand

Benton Sim – Warehouse Leadhand

Biant Varan – CIP Leadhand