

COLLECTIVE AGREEMENT

BETWEEN

CENTENNIAL FOODSERVICE
(A Division of Centennial Foods)

AND

TEAMSTERS LOCAL UNION No. 213

December 9th, 2003 - December 8th, 2008

DON MCGILL
Secretary-Treasurer

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(A Division of Centennial Foods)**

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THIS AGREEMENT made as of this day of , 2003.

BETWEEN: CENTENNIAL FOODSERVICE

155 Cambro Road
Kelowna, B. C.

(hereinafter referred to as the "Employer" or the "Company")

AND: TEAMSTERS LOCAL UNION No. 213,

490 EAST Broadway
Vancouver, B. C. V5T 1X3

(hereinafter referred to as the "Union")

ARTICLE 1. BARGAINING AGENCY AND DEFINITION

- 1:01 The Company recognizes the Union as the sole bargaining agent for those employees covered by the Certification at 155 Cambro Road, Kelowna, B. C., and working at the Classifications listed in Appendix "A" and for such other employees as may be assigned to new classifications coming under the Union's jurisdiction.
- 1:02 The term "employee" as used in this Agreement shall apply to any person performing work in any job which comes within the scope of the Certification and Appendix "A" of the Agreement.
- 1:03 Company personnel outside of the bargaining unit shall not perform work of the bargaining unit except for:
- (a) Instruction and training of employees.
 - (b) Emergency conditions.
 - (c) Immediate direct labour is not available.
 - (d) Historical practices related to occasional peak load periods in the office.
- 1:04 Whenever the masculine pronoun is used, it shall also mean the feminine pronoun.

ARTICLE 2. UNION SECURITY

- 2:01 All employees performing work within the bargaining unit per Appendix "A" shall be required to join the Union after thirty (30) days of work within the bargaining unit, and shall be members in good standing of the Union.
- 2:02 When any new employees are required, the Company shall give first consideration to the Union to supply a maximum of two (2) candidates for interviews. Such candidates must be suitable to the Company to be hired. In the event the Union cannot supply suitable persons and the Company hires a person who is not a member of the Union, the Company shall immediately notify the Union.
- 2:03 All employees in the bargaining unit shall be required to sign authorization cards for checkoff of Union dues and levies which may be levied by the Union in accordance with its Constitution and By-Laws.
- 2:04 The Company will deduct Union dues, initiation fees and/or assessments from wages paid to employees as directed by the Union, and will submit the total sum of these amounts to Teamsters Local Union No. 213, 490 E. Broadway, Vancouver, B. C. on or before the fifteenth (15th) day of the month following such deductions.

ARTICLE 3. UNION ACTIVITIES

3:01 **Shop Steward**

The Union shall appoint a Shop Steward from among its members in the bargaining unit and shall notify the Company forthwith in writing of such appointment. The Company will recognize the Shop Steward and shall not discriminate against him for lawful Union activities. The Company shall notify the Union immediately upon his dismissal and shall give written reasons within forty-eight (48) hours of the act.

3:02 **Inspection Privileges**

Authorized Agents of the Union shall be granted, upon request of the Manager, access to the Company's establishments during working hours for the purpose of investigating conditions related to the Agreement, and in no way interrupt the Company's working schedule. Notice of intention to visit the premises must be given to the Manager and his approval of the time of the visit must be obtained.

3:03 **Union Notices**

The Company shall supply and maintain a bulletin board in a conspicuous place. The Company agrees that the Union shall have the right to post official Union notices on such board as it requires from time to time. Such

notices shall be posted and removed by authorized representatives of the Union. All materials to be posted will be subject to approval by Management before being posted.

3:04 Any employee who becomes an Executive Board member of the Union, or any member directed by the Union to attend meetings or seminars, shall be granted time off without pay to attend such meetings, provided such time off is not disruptive of the Company's operations.

ARTICLE 4. MANAGEMENT RIGHTS

4:01 The Management of the Company's business and the direction of the working forces, including the right to hire, promote and demote employees, to suspend or discharge for just cause, to assign and reassign employees to jobs, to transfer employees from department to department, to increase and decrease the working force to determine the products to be handled, produced or manufactured, the schedules of production and the methods, processes and means of production or handling are vested exclusively in the Company.

ARTICLE 5. GENERAL CONDITIONS

5:01 (a) Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work. All hours worked in excess of eight (8) hours per day shall be considered as overtime hours. All hours worked in excess of forty (40) hours per week shall be considered as overtime hours. All overtime hours including hours worked on Sundays and General Holidays shall be paid at the rates listed in 5:02.

(b) The scheduled work week shall be either Monday to Friday or Tuesday to Saturday.

(c) However, provisions may be made for a ten (10) hour, forty (40) hour per week, four (4) consecutive day work week, making up a forty (40) hour week.

5:02 Overtime Rates of Pay

(a) All employees working in excess of eight (8) hours per day shall be paid one and one-half (1 1/2) times their regular rate of pay for the first two (2) hours, after eight (8) regular hours. All employees working in excess of ten (10) hours per day shall be paid two times (2X) the regular rate of pay, for hours worked in excess of ten (10) hours. However, those employees working a ten (10) hour day as per Article 5:01 (c) shall be paid one and one-half (1 1/2) times their regular rate

for the first two (2) hours after ten (10) regular hours and double time (2X) thereafter.

- (b) All employees working on their scheduled day off shall be paid one and one-half times (1 1/2) their regular rate of pay for the first four (4) hours, and shall be paid two times (2X) the regular rate thereafter.
- (c) All employees working on a Sunday shall be paid two times (2X) their regular rate of pay.
- (d) Employees working on General Holidays shall be paid one and one-half times (1 1/2) their regular rate of pay. In addition, they shall receive their regular eight (8) hours pay, except for the following General Holidays:

- Victoria Day - Canada Day
- Labour Day - B.C. Day

On the above General Holidays management may direct that employees work at straight time, but when so directed the Company must replace the holiday with another holiday providing the employee with three consecutive days off, one of these days being the replacement for the holiday worked between the period of May 1, and the 2nd Monday in October, or in a case where an employee has worked all four of the above General Holidays, the Company shall provide five consecutive days off during the off season.

In lieu of five (5) consecutive days off the employee may elect at their option to be paid, such payment, if so elected, will be made at the first payroll in December of each year. Employees must advise Management not later than October 30 of each year as to their choice of options.

5:03 The Company shall post and keep posted, the starting times of all employees on the last work day for the following week.

All employees shall receive four (4) hours' pay for each day he is scheduled or called in for work. The Company shall notify the employee, the shift prior, should he be not required for the following day. Employees must show up for work to be paid.

5:04 **General Holidays**

All regular employees shall be entitled to receive General Holiday pay of eight (8) hours at their regular rate of pay for the following days:

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

Should either the Federal or the Provincial Government declare any other day than those listed as a Holiday then all employees covered by this Agreement shall be entitled to such day off with eight (8) hours pay at their regular rate of pay.

When a General Holiday falls on an employee's day off either the work day before or the work day after shall be observed as the day off with pay. Such day off shall be designated by the Company one week prior.

An employee who is absent the working day either immediately preceding or immediately following the General Holiday shall not be paid for the Holiday unless he is absent with Management's approval or for a bona fide reason.

ARTICLE 6. SENIORITY

6:01 Seniority shall be maintained in the reduction of the working force, provided that the senior employee is capable and qualified to do the remaining work. i.e. The Company when laying off employees shall do so in reverse order of their seniority of employment with the Company.

The Company shall recall laid off employees according to their seniority, provided the senior employee is capable and qualified to do the work for which he is recalled.

6:02 The Company shall post and keep posted in a conspicuous place on its premises a current list of all employees in the bargaining unit, showing the date when each employee commenced employment with the Company and shall forward a copy of each list to the Union as it is posted. Such list shall be renewed every six (6) months.

6:03 The Company shall post and keep posted for not less than three (3) consecutive working days in a conspicuous place, notice of vacant positions, new positions and promotions. Any employee of the Company covered by this Agreement may apply for any such vacant or new position or promotion and the Company shall fill such position with the applicant employee with the greatest overall seniority provided such employee is reasonably competent to do the work.

The successful employee shall have fifteen (15) working days training period to adjust to the new position. If he finds or the Company finds the situation unsuitable, the employee shall be returned to his former position. Such trial period may be shortened or lengthened by mutual agreement.

6:04 Employees shall not acquire any seniority rights during a probationary period of accumulated service of ninety (90) days worked. However, if an employee is continued in employment after such period, his seniority shall commence from the original employment date. The purpose of the probationary period is to assess the suitability of the employee for regular employment.

6:05 An employee shall lose all his seniority and his employment rights shall be terminated if he:

- (a) voluntarily quits the employ of the Company, or
- (b) is discharged and such discharge is not reversed through the grievance or arbitration procedure, or
- (c) following a lay-off of less than thirty (30) days fails to report to work the shift following notification, or
- (d) following a lay-off of more than thirty (30) days after being notified by the Company to return to work at his last address in the Company's record, fails to return to work within forty-eight (48) hours. In the event such employee is gainfully employed, he will immediately notify the Company of his intention to return to work and will return within seven (7) calendar days. It is the sole responsibility of the employee to advise the Company of an address or telephone change; or
- (e) accepts employment elsewhere while on an approved leave of absence, or
- (f) is off the job for any reason whatsoever, except for written leave of absence granted by the Company, the maximum duration of which for any purpose including illness or injury is one hundred and four (104) weeks, or
- (g) has been out of employment by the Company for six (6) consecutive months or longer, due to lack of work, or
- (h) is employed by another company without prior Employer approval.

6:06 When an employee within the bargaining unit covered by the Agreement takes a position within the Company which is beyond the sphere of the

bargaining unit, he may retain his seniority for a maximum of one hundred and twenty (120) calendar days within the former unit. Notice shall be given to the Union in writing prior to the employee taking such position.

Not later than the one hundred and twentieth (120th) day, the employee must exercise his seniority rights by returning to his former unit or relinquish all such seniority rights. Should the employee return to his former unit, he must remain with the unit for a minimum period of six (6) months prior to exercising such privilege again.

ARTICLE 7. MEAL AND REST BREAKS

- 7:01 All employees shall be entitled to a rest break of not less than fifteen (15) minutes midway through the first half, and fifteen (15) minutes midway through the last half of his regular eight (8) hour shift. In addition, should any employee be required to work overtime, he shall have a rest break of fifteen (15) minutes before commencing overtime.
- 7:02 The Company shall not require any employee covered by this Agreement to work more than five (5) consecutive hours at any time without a one-half (1/2) hour lunch break.
- 7:03 Should an employee be required to work in excess of two (2) hours overtime, he will be entitled to a meal break of one-half (1/2) hour. The time spent to eat such meal shall be considered as time worked. The cost of such meal shall be reimbursed by the Company upon presentation of a receipt to a maximum of eight dollars and fifty cents (\$8.50).

ARTICLE 8. ON JOB INJURY

- 8:01 An employee shall not suffer a loss in regular wages on the day he has a personal on the job injury requiring medical attention.
- 8:02 Drivers or operators shall not be required to operate any vehicle which violates safety requirements. It shall be the responsibility of the Company to ensure all vehicles and machinery are properly maintained, however, it shall be the employee's responsibility to report any malfunctions in vehicles and machinery and to operate and maintain vehicles and machinery in a prudent manner.

ARTICLE 9. TIME OFF RE ACCIDENTS

- 9:01 Should an employee be involved in a motor vehicle accident while on Company business or with a Company vehicle, he shall be allowed time off with no loss in pay to go to Court or any other agency as may be required to

defend that accident. The Company will take reasonable action to defend its position if there is any possibility of the Company being involved in any action because of the accident.

ARTICLE 10. JURY DUTY

10:01 The Company shall continue to pay any employee whose absence is due to the serving of Jury Duty, provided however, that all sums received by way of payment for Jury Duty shall be payable to the Company to the end that no employee shall receive both his regular applicable rate and Jury Duty rate.

ARTICLE 11. LEAVE OF ABSENCE

11:01 If an employee suffers the revocation of his driver's licence, he will be reclassified, provided he is capable and work is available and that such re-employment will not result in the bumping of a regular employee or otherwise he will be given up to a nine (9) month leave of absence. This provision shall be granted once to an employee unless revocation is due to medical reasons.

ARTICLE 12. BEREAVEMENT LEAVE

12:01 When death occurs to a member of a regular full time employee's immediate family, the employee will be granted, upon request, an appropriate leave of absence, and if he attends the service, he shall be compensated at his regular straight time hourly rate for hours lost from his regular schedule, for a maximum of three (3) days. In addition, if the employee is notified of the death while he is working, he will be excused from and paid for the balance of that working shift, and such time shall not be charged against the three (3) days of leave.

For the purpose of this clause, an immediate relative shall be defined as follows: Father, Mother, Brother, Sister, Spouse, Grandparent, Grandchild, Son, Daughter, Mother-In-Law, Father-in-Law, and Common Law Spouse.

If an employee is required to travel to attend a funeral, outside of the Kelowna Branches trading area, of an immediate relative, he shall be granted the appropriate time off with paid time not to exceed two (2) days. Paid time will be those days which occur during the employees work time. Employees may be granted, at the discretion of Management, additional unpaid travel time if required.

Upon giving twenty-four (24) hours notice an employee shall be granted time off, without pay, for the purpose of attending a funeral provided that the granting of such time off shall be at Management's discretion.

ARTICLE 13. ANNUAL VACATIONS

13:01 Anniversary Date

The employee's anniversary date for the purpose of calculating annual vacations shall be the employee's starting date.

13:02 Vacation lists shall be posted on or before January 2 for the year in which it applies. Employees shall be granted their vacation dates in order of their seniority, consistent with the efficient operation of the business provided they are requested on or before February 28. All other vacation requests after February 28 shall be granted on a first come first service basis. The vacation schedule shall be posted and accessible to the employees for the year.

13:03 All employees entitled to more than two (2) weeks vacation may receive them in one continuous period only if they take their vacation in the off season.

Off season defined: Second Monday in October to April 30th inclusive.

13:04 Two Weeks

Upon completion of one (1) year's service, employees shall receive two (2) consecutive weeks vacation with eighty (80) hours' pay at their hourly rate of pay in effect at the time they take their vacation, or four percent (4%) of annual gross earnings, whichever is the greater. Vacation pay at four percent (4%) shall be paid to all employees with less than one year of service.

13:05 Three Weeks

Each employee who has completed four (4) years continuous service shall be entitled to a total of three (3) weeks vacation equal to three (3) full weeks straight time pay at the employee's regular rate, or six percent (6%) of annual gross earnings, whichever is the greater.

13:06 Four Weeks

Each employee who has completed ten (10) years of continuous service in the employ of the Company shall be entitled to four (4) full weeks straight time pay at the employee's regular rate, or eight percent (8%) of annual gross earnings, whichever is the greater.

13:07 **Five Weeks**

Each employee who has completed twenty (20) years of continuous service in the employ of the Company shall be entitled to five (5) weeks vacation, with pay, equal to five (5) weeks straight time pay at the employee's regular rate, or ten percent (10%) of annual gross earnings, whichever is the greater.

13:08 In any year where an employee has not qualified for a full vacation as a result of accident or illness, he will still be credited with a year of service to determine future vacations.

In order to qualify for vacation pay, which is the greater of "weeks of pay" or "percentage of earnings", the employee must actually have worked a minimum of 1,000 hours in the year since the previous anniversary. Also any employee who is on Workers' Compensation, illness or accident will be credited up to a maximum of five hundred (500) hours.

13:09 Once vacation periods are established, the time shall not be changed except where mutually agreed between the employee and the Company.

13:10 Vacations will be granted only in the vacation year in which they are due and may not be carried over to the following vacation year. If, however, due to some emergency, an employee is not permitted to take his vacation during the vacation year in which it is due, he shall have the right to take it in the ensuing vacation year.

13:11 Employees entitled to vacations will not be allowed to take money in lieu thereof, except the Manager may use his discretion where an employee has been off work for an extensive period of time due to bona fide medical reasons.

13:12 If a General Holiday falls within the vacation period assigned to or chosen by an employee, the Company shall pay the employee at his regular rate for the normal hours applicable for the paid holiday in addition to this vacation; or, the employee shall be granted another day off with pay at a time mutually agreed to between the Company and the employee.

ARTICLE 14. WAGES AND WAGE STATEMENTS

14:01 **Wages** - The Company shall pay wages to every employee covered by this Agreement at the hourly rates contained in Appendix "A" for the various classifications listed therein. These rates are the minimum rates. Appendix "A" shall be deemed to be contained in and form part of this Agreement.

14:02 **Statement** - The Company shall provide every employee covered by this Agreement with a separate detachable written or printed itemized statement in respect of all payments made to such employee by the Company. Such statement shall show the regular hours worked, the total overtime hours worked, the rate or rates applicable, the gross amounts of wages, vacation pay and pay for General Holidays, and all deductions made therefrom. Pay cheques and pay stubs shall be distributed to each employee in sealed envelopes. Vacation pay will be on separate cheques.

Except as otherwise mutually agreed between the parties, all regular employees covered by this Agreement shall be paid bi-weekly. All wages earned by employees in the fourteen (14) day prior period will be paid every second Friday. The pay period shall commence each Sunday at 00:01 hours.

Each year the Company shall include in the employee's T-4 slips the total amount of the Union dues deducted by the Company in the previous calendar year.

ARTICLE 15. PROTECTIVE CLOTHING & FOOTWEAR

15:01 The Company shall furnish smocks, coveralls, freezer coats, and gloves where required in the performance of work and shall be responsible for laundering same. In addition, the Company shall furnish knives and other equipment necessary to perform the work. Employees shall reasonably maintain such articles, subject to normal wear and tear, and return same for replacement or on termination of employment. Failing to do so, the employee will be charged for the replacement value.

Each year, upon presentation of a bona fide purchase invoice the Employer will reimburse all employees (except office) with the cost of C.S.A. approved safety boots up to a maximum of seventy-five dollars (\$75.00).

15:02 The Company agrees to maintain adequate lunch rooms, clean sanitary washrooms having hot and cold running water and with toilet facilities.

ARTICLE 16. MEDICAL

16:01 Any Company or Government required physical or medical examinations shall be promptly complied with by all employees provided, however, the Company shall pay for all such physical or medical examinations or for any time lost as a result thereof during his working hours, for employees who have completed the probationary period.

16:02 Where a regular employee is required by the Company to take a medical outside of his regular hours of work, the Company shall pay, to a maximum of two (2) hours straight time wages, for such time spent, excepting in instances where an employee is returning to work or is about to return to work following illness or disability.

16:03 The Company recognizes that alcoholism, and drug addiction are illnesses which can respond to therapy and treatment. When directed by the Company as per Article 16:01 that the employee take a medical examination, and one of these illnesses are detected an employee so affected shall:

- (a) recognize his/her obligation to seek recognized medical treatment when his/her illness has an adverse affect on his ability to satisfactorily perform the regular duties assigned to him/her, and:
- (b) agree to faithfully maintain any course of recognized medical treatment or therapy prescribed for him/her.

If the employee does not respond to treatment within a reasonable period of time or the employee does not participate in the treatment prescribed for him/her the Company shall have the right to terminate the employee subject to Grievance Procedures in this Agreement.

ARTICLE 17. SEVERANCE

17:01 When an employee is required to work at a classification with a higher rate of pay for four (4) or more hours, he shall receive the higher rate of pay.

17:02 When an employee is required to work at a classification with a lower rate of pay, he shall receive his regular rate for the day. Should he be required to continue at the lower rated classification beyond one day, he shall be notified at the onset.

17:03 Severance Pay

In the event of termination of employment, other than as a result of disciplinary matter, of any employee as a result of technological changes which result in the elimination of jobs or in the event of a permanent plant closure for any reason, the Company hereby agrees to either pay such an employee severance pay at his/her regular rate of pay or provide an equivalent notice period or any combination thereof, according to the following schedule:

Full-time Length of Service

Severance Pay

Less than three (3) months	None
Three (3) months to less than twelve (12) months	One Week
Twelve (12) months to less than three (3) years	Two Weeks
Three (3) years or more	One (1) week for Each completed year to a maximum of twelve (12) weeks.

This provision will not apply where due to a temporary lack of work employees are laid off. A layoff which exceeds six (6) consecutive months will no longer be considered temporary. Upon provision of the severance pay or notice set out above, the employee will not retain any right of recall or seniority under the collective agreement.

Any future amendments to the **Employment Standards Act** that affect the terms of this clause will apply.

ARTICLE 18. WORKING FOREMAN

18:01 A Working Foreman, when so designated and classified by the Company, shall be defined as an employee who shall direct the work of other employees while performing similar work himself. He shall not have the authority to hire, fire or formally suspend employees. He shall be a member of the Union, and shall be entitled to all rights and conditions in accordance with this collective agreement. The designation and classification of a Working Foreman will be determined by the Company.

ARTICLE 19. LICENCE TESTS

19:01 Wherever it becomes necessary for an employee to undertake tests for renewal of licences or tickets to perform his job, the Company shall, upon request, provide appropriate equipment for this purpose. Time taken off for such purposes shall be paid for at the employee's straight time rate. Such time off shall not be paid for if the test is for reinstatement due to suspension of licence or ticket.

ARTICLE 20. GRIEVANCE PROCEDURES

Any complaint, disagreement or difference of opinion between the Company, the Union or the employees covered by this Agreement, which concerns the

interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

The Parties agree that the time limits are mandatory. The result of a failure to comply with the time limits or any extension agreed in writing is that the grievance is conclusively abandoned and it shall not be the subject of arbitration, time extensions will be permitted when received in writing prior to the expiry of the existing time limits.

Any employee, the Union or the Company may present a grievance.

20:01 **Step One**

The concerned employee shall immediately seek to settle the dispute in discussion with the Manager. All grievances must be submitted within seven (7) days of occurrence.

20:02 **Step Two**

If the question is not satisfactorily settled, the griever and/or the Shop Steward with the Union Representative shall discuss the matter with Management. At this step, the grievance shall be put into writing and if a solution to the dispute is reached, it shall be final and binding.

20:03 **Step Three**

If the procedures set forth in Step 1 and Step 2 above do not result in a solution being reached within seven (7) days of the first discussion between an officer of the Union and representative of the Company, or within such further period as the Company and the Union agree to in writing, the dispute shall be referred to Arbitration.

- 20:04
1. Prior to proceeding to arbitration, the grieving party can request, and if mutually agreed, that the grievance be referred to the Joint Grievance Panel, established for this purpose by the Company and the Union. The grieving party will advise the other party in writing of its intention to proceed to the Joint Grievance Panel within fourteen (14) days after the completion of Article 20.03 of the grievance procedure.
 2. The Joint Grievance Panel shall be comprised of four (4) persons, two (2) of whom shall be selected by the Company and two (2) by the Union. In the event that four (4) persons are not available, the Joint Grievance Panel shall be comprised of two (2) persons, one (1) of whom shall be selected by the Company and one (1) from the Union. The Company

shall not select a representative from the Company involved nor will the Union select from the Local involved.

3. The Joint Grievance Panel shall meet to hear and determine the grievance and render a decision after hearing the matter brought before it.
4. The majority decision of the Joint Grievance Panel on the disposition of a grievance shall be final and binding upon the parties and shall have the same effect as a decision rendered by an Arbitrator. Decisions of the Joint Grievance Panel shall not be used as precedents.
5. If the Joint Grievance Panel is unable to reach a majority decision as outlined in paragraph 3 above, the grieving party may proceed to an outside board of arbitration by informing the other party in writing.
6. The Grievance Panel shall be governed by the rules of procedure and conduct of proceedings established for the panel.

ARTICLE 21. ARBITRATION PROCEDURE

21:01 A notice of submission to Arbitration must be given in writing by the party desiring arbitration to the other party and must contain the name of the nominee to the Arbitration Board.

21:02 The party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other party in writing of its appointment.

21:03 The two arbitrators so appointed shall confer to select a third person to be Chairman and failing for three (3) days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable, the Minister of Labour to appoint such third member.

21:04 The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award within ten (10) days from the date of the appointment of the Chairman, provided the time may be extended by agreement of the parties.

21:05 The Arbitration Board shall have the power to determine whether a particular issue is arbitrable under

this Agreement. However, it shall not be vested with the power to change, modify or alter any of the terms of this Agreement and shall be bound by its terms.

21:06 A majority award shall be the award of the Board.

21:07 Each party to the difference shall bear the expense of his respective nominee to the Board and the two parties shall share equally the expense of the Chairman.

ARTICLE 22. MAINTENANCE OF STANDARDS

22:01 The Company agrees that all conditions of employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of signing of this Agreement.

ARTICLE 23. PICKET LINES

23:01 It shall not be a violation of this Agreement, cause for discharge or other disciplinary action, if an employee refuses to cross a picket line which has not been declared illegal by a Court of Competent Jurisdiction.

ARTICLE 24. PURPOSE

24:01 It is the intent of this Agreement to maintain a harmonious relationship between the Company and its employees and to provide an amicable method of settling grievances which may possibly arise, as well as to set forth conditions of employment, rates of pay and hours of employment to be observed between the parties hereto.

24:02 There shall be no lockout by the Company during the term of this Agreement, and the Union agrees that there will be no strike, sit-down, slow-down, or stoppage of, or interference with work during the term of this Agreement.

ARTICLE 25. CONFLICTING AGREEMENTS

25:01 The Company agrees not to enter into any Agreement or contract with employees of the Company who are members of the Union, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, without the prior written consent of the Union.

ARTICLE 26. SUB-CONTRACTING

26:01 Prior to the Company engaging any sub-contractors,
the Company and Union agree to discuss alternatives to
maintain the security of the present employees.

ARTICLE 27. TERM OF AGREEMENT

27:01 This Agreement shall be in effect from and including
December 9th, 2003 to and including December 8th, 2008
and shall continue in effect from year to year thereafter
subject to the right of either Party to this Agreement
within four (4) months immediately preceding the expiry
date, or immediately preceding the anniversary date in
any year thereafter, by written notice to the other
Party, require the other party to commence collective
bargaining with a view to the conclusion of a renewal or
revision of the collective agreement or a new collective
agreement.

Should either party give written notice to the other
Party pursuant hereto, this Agreement shall thereafter
continue in full force and effect until the Union shall
give notice of strike and such strike has been
implemented, or the Employer shall give notice of lockout
and such lockout has been implemented, or the parties
shall conclude a renewal or revision of the Agreement or
a new Collective Agreement.

It is mutually agreed that the operation of Sub-Section 2
and 3 of section 50 of the Labour Relations Code is
specifically excluded from the operation in the
Agreement.

DATED AT KELOWNA, B. C. THIS day of ,
2004.

SIGNED ON BEHALF OF THE COMPANY SIGNED ON BEHALF OF THE
UNION

APPENDIX "A"

Existing employee wage rate as of date of ratification of this contract.

RATE PER HOUR

CLASSIFICATION	EFFECTIVE DEC. 9/03	EFFECTIVE DEC. 9/04	EFFECTIVE DEC. 9/05	EFFECTIVE DEC. 9/06	EFFECTIVE DEC9/07
TRUCK DRIVER/ WAREHOUSEMAN	\$15.62	\$15.93	\$16.33	\$16.78	\$17.28
HEAD SHIPPER/ RECEIVER	\$16.70	\$17.03	\$17.46	\$17.94	\$18.48
OFFICE CLERK	\$13.47	\$13.74	\$14.08	\$14.47	\$14.90
MEATCUTTER	\$16.70	\$17.03	\$17.46	\$17.94	\$18.48

Working Foreman to receive \$0.50 per hour premium over the highest classification.

New employees start at rate of \$8.00 per hour, with an increase of \$0.75 per hour every three months until they reach or exceed \$10.00 per hour, then progression will continue at the same rate but every six months until the wage reaches the base rate of the existing employees in their classification.

Contrary to Article 17:01, employees filling in for the meatcutter will not be entitled to a higher rate of pay for three (3) weeks. If they continue in the role of meatcutter for longer than three (3) weeks the meatcutter rate shall then apply provided they have already achieved the maximum classification in their previous job otherwise they will escalate to the meatcutter rate in six (6) month increments at \$0.75 per hour every six (6) months.

To be paid meatcutter rate or hold the classification the employee must be a qualified meatcutter.

APPENDIX "B"

HEALTH AND WELFARE

The Company will pay premiums for qualified regular employees for Group Insurance and B.C. Medicare as noted below in Appendix "B", except for the Long-Term Disability Plan which will be paid for by the employee, and this shall be deducted from the employee's pay cheque as required. A regular employee is defined as an employee who is scheduled to work forty (40) hours.

Life Insurance/AD&D: \$30,000.00 per employee

Weekly Indemnity: Weekly Indemnity shall be paid commencing on the first (1st) day of hospitalization due to non-occupational accident or sickness, or where no hospitalization is involved, the fourth (4th) day of absence due to sickness or accident, with a twenty-six (26) week benefit period. The scale of Weekly Indemnity shall be sixty percent (60%) of straight time hourly wages, up to current maximum available under the Unemployment Insurance Act. It is understood that any accumulated sick pay may be used by the employee to offset loss of wages due to the waiting period.

Long-Term Disability: 60% of earnings fully integrated maximum benefit \$2,000.00 per month commencement of benefit - after 26 weeks (following Weekly Indemnity)

Hospital: Private Room

Major Medical: 80% of eligible expenses subject to a deductible of \$25.00 per annum per member. With advancing technology during the term of this contract we will be implementing a credit card system for prescriptions, due to this change the deductible will change from a maximum of \$25.00 per annum to \$2.50 per use.

Dental: 80% of Basic Services
60% of Major Services
50% of Orthodontic

The maximum calendar annual for Basic and Major is \$5,000.00 per each insured and dependent.

The maximum Orthodontic is \$1,000.00 lifetime maximum per each insured and dependent.

New employees will be eligible for the Health and Welfare program on the first (1st) of the month following twelve (12) months of employment with the Company.

The Company reserves the right to place the Group Insurance package with an alternate Underwriter to minimize insurance premiums, provided the same benefit level is maintained.

Benefit coverage will cease upon:

- (i) In the case of an event stipulated in Article 6:05(a), 6:05(b), 6:05 (e), 6:05(f), and 6:05(h) immediately.
- (ii) In the case of a layoff for any length of time, at the end of the month following layoff, except for L.T.D. or W.I. coverage which shall cease immediately upon layoff.
- (iii) The expiry of seven (7) days following the expiry of maternity leave where applicable.
- (iv) The commencement of labour disruption.

APPENDIX "C"

SICK LEAVE

All regular employees who have one continuous year of service or more shall thereafter accumulate paid sick leave at the rate of one (1) hour for every forty (40) hours worked to a maximum of thirty (30) days. The accumulation of sick leave shall be based on the following provisions:

- (a) The employee shall begin accumulation of sick leave at the start of the pay period immediately following the date he completes one year of continuous employment.
- (b) For any of the first three (3) successive full regular work days of sickness, paid sick leave shall be applied as follows:
 - i) One-half (1/2) day's pay for the first day of sickness.
 - ii) One (1) full day's pay for each of the second (2nd) and third (3rd) day of sickness.
- (c) A day's pay for this purpose will be the normal work day of the employee.
- (d) It shall be the responsibility of the employee to claim for accredited sick leave on such forms as the Company may prescribe.
- (e) Employees are required to provide management with a written note from a physician when so directed by Management, the cost, if any of such note, shall be reimbursed to the employee by the Company upon presentation of a receipt.
- (f) Sick leave may be used in cases of family illness, family to include spouse, common-law spouse, or child, who resides within the home of the employee.

APPENDIX "D"

PENSION PLAN

Commencing January 1st, 1984 and thereafter, employees with twelve (12) months service with the Company shall qualify for contributions to the Company's Group Deferred Profit-sharing/Registered Retirement Savings Plan as follows:

- 1) The Company and the employee shall contribute equally to the plan.
- 2) Contributions shall commence at \$0.70/hour for **each party** on December 9, 2003. Contributions shall increase to \$0.75/hour December 9, 2004. Contributions shall increase to \$0.80/hour December 9, 2005. Contributions shall increase to \$0.85/hour December 9, 2006. Contributions shall increase to \$0.90/hour December 9, 2007.
- 3) The Plan shall be registered with the Federal Government and as such will provide the normal regulatory protection for the employee and will entitle him to **deduct** his contributions for **Income Tax purposes**.
- 4) **Vesting:** The employee shall always retain 100% vesting in his contributions and shall be entitled to these funds if he leaves the Company, at any time.

The employee will obtain 100% vesting in the Company contributions after two (2) years in the Plan. That is if an employee leaves after two (2) years he shall receive a pay-out of **all** of the Company's contributions plus interest at that time. These funds may then be rolled into the employee's own RRSP or deferred annuity, etc. to **avoid any immediate tax**. Alternatively, if the employee stays on to retirement the funds shall accumulate in his account and he will receive the lump sum on retirement which he can then put in a deferred annuity, again avoiding any immediate tax.

Complete details of the Plan will be provided on request, including Trust Company Agreements.

Except as noted, any Benefits not in existence at the time of this offer shall commence on the first of the month following date of ratification.

LETTER OF UNDERSTANDING

BETWEEN: CENTENNIAL FOODSERVICE
224 Leon Avenue
Kelowna, B. C. V1Y 6H9

AND: TEAMSTERS LOCAL UNION No. 213,
490 East Broadway
Vancouver, B. C. V5T 1X3

Time off in lieu of overtime pay if requested by employee.

(a) In the week in which overtime is worked, an employee will be given time off in lieu of overtime pay unless mutually agreed between the Company and the employee to take the time off at another time.

(b) Such time off shall be in proportion to the overtime rate in effect, e.g. overtime work = time off;

1 hour work @ 1 1/2 times = 1 1/2 hours off.

1 hour work @ 2 times = 2 hours off.

DATED AT KELOWNA, B. C. THIS day of , 2004.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING

BETWEEN: **CENTENNIAL FOODSERVICE**
224 Leon Avenue
Kelowna, B. C. V1Y 6H9

AND: **TEAMSTERS LOCAL UNION No. 213**
490 East Broadway
Vancouver, B. C. V5T 1X3

ANNUAL VACATIONS

The Company agrees that any employees hired prior to May 3rd, 1990 and continuously employed from that date, shall be entitled to the following vacations. All other employees shall receive the vacation entitlement contained in Articles 13:04 - 13:07. All vacations shall be subject to the terms of Article 13.

TWO WEEKS

Upon completion of one (1) year's service, employees shall receive two (2) consecutive weeks vacation with eighty (80) hours pay at their hourly rate of pay in effect at the time they take their vacation or four percent (4%) of annual gross earnings, whichever is the greater. Vacation pay at four percent (4%) shall be paid to all employees with less than one year of service.

THREE WEEKS

Each employee who has completed three (3) years continuous service, shall be entitled to a total of three (3) weeks vacation pay equal to three (3) full weeks straight time pay at the employee's regular rate, or six percent (6%) of annual gross earnings, whichever is the greater.

FOUR WEEKS

Each employee who has completed eight (8) years of continuous service in the employ of the Company, shall be entitled to four (4) full weeks straight time pay at the employee's regular rate or eight percent (8%) of annual gross earnings, whichever is the greater.

FIVE WEEKS

Each employee who has completed thirteen (13) years of continuous service in the employ of the Company, shall be entitled to five (5) weeks vacation, with pay equal to five (5)

weeks straight time pay at the employee's regular rate or ten percent (10%) of annual gross earnings, whichever is the greater.

Those employees outlined above shall remain on this vacation schedule until they terminate their employment with Centennial Food Service.

DATED AT KELOWNA, B. C. THIS day of , 2004.

SIGNED ON BEHALF OF THE COMPANY

SIGNED ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING

BETWEEN: **CENTENNIAL FOODSERVICE**
155 Cambro Road
Kelowna B.C.

AND: **TEAMSTERS LOCAL UNION No. 213**
490 East Broadway
Vancouver, B. C. V5T 1X3

Management Warehouse Supervisor

The Company and the Union hereby agree the Company shall have the right to hire a Warehouse Supervisor whose duties may include work currently performed by bargaining unit employees, but generally acknowledged to be Management functions including employee discipline, employee training, performance review, workflow control, purchasing receiving etc.

The Company further agrees that the hiring of this employee will not displace the nine union warehouse employees employed as of February 26, 2004. For further clarification it is envisioned that this position will be hired when growth of the business justifies employment of additional employee(s) in the warehouse.

If business dictates a reduction of Employees the Warehouse Supervisor will not have seniority over the nine positions noted above.

The timing of putting this position into place is solely at Managements discretion assuming that the above conditions are met.

If, after the hiring of a Management Warehouse Supervisor, the Union feels that the Management Warehouse Supervisor is performing excessive bargaining unit employee work, the Union will provide the Company with notice to discuss the segregation of work between the Management Warehouse Supervisor and bargaining unit employees. If the Union and the Company can not agree as to the segregation of work as noted above within thirty days, the Union will provide the Company with a further thirty days notice to exercise its option to opt out of this Letter of Understanding.

DATED AT KELOWNA, B. C. THIS day of , 2004.

SIGNED ON BEHALF OF THE COMPANY SIGNED ON BEHALF OF THE UNION
