

COLLECTIVE AGREEMENT

BETWEEN

OLD DUTCH FOODS LTD.

AND

TEAMSTERS LOCAL UNION No. 213

November 3rd, 2002 - November 4th, 2006

DON McGILL
Secretary-Treasurer

OLD DUTCH FOODS LTD.

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THIS AGREEMENT entered into this day of , 2002.

BETWEEN: OLD DUTCH FOODS LTD.

7800 Fraser Park Drive
Burnaby, B.C., V5J 5L8

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: TEAMSTERS LOCAL UNION No. 213,

affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

1. BARGAINING AGENCY AND DEFINITION

- 1.01 The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority.
- 1.02 The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and/or this Agreement.
- 1.03 All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article Three (3) herein. This shall not preclude management from:
- assisting in bargaining unit work in an emergent short term situation that does not exceed three (3) hours.
 - taking inventory, provided that bargaining unit members are not laid off during inventory taking.
- 1.04 Nor shall it preclude Drivers and Driver-Salesmen from receiving and loading their own merchandise.

1.05 It is agreed and understood that work currently performed by bargaining unit members will not be sub-contracted during the term of this Agreement.

2. MANAGEMENT RIGHTS

2.01 The Union recognizes and agrees that except as specifically delegated, granted or modified by this Agreement, all of the rights, powers and authority which the Company had prior to the signing of this Agreement are retained solely and exclusively by the Company, and remain without limitation within the rights of management.

2.02 For greater certainty, but without limiting the generality of the foregoing, the Company reserves the sole and exclusive right to operate and manage its affairs and facilities in all respects as it sees fit, including the right to hire, direct and schedule its workforce; the right to retire at age sixty-five; to promote, demote, transfer, discipline, layoff, suspend and discharge for just cause; determine job content; assign work; determine qualifications of employee to perform work; establish methods, process and means of performing work; make, establish, publish and enforce rules and regulations governing the conduct of employees and the Company's facilities, equipment and operations; to determine the number of employees to be employed and the duties to be performed; to establish, expand, reduce, alter, consolidate or abolish any job classification or department; to discontinue, reorganize or combine departments or any branch or unit of operations, with any consequent reduction or other changes in the workforce.

2.03 Provided however, that the Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

3. UNION SECURITY

3.01 The Union recognizes the right of the Employer to hire whoever it chooses, subject to the Seniority provisions contained herein. The Employer may, however, give the Union the first opportunity to refer suitable applicants for employment and if the Union cannot supply a suitable applicant, the Employer may hire from elsewhere.

3.02 The Employer agrees that when he hires new employees, the Employer shall have such new employees fill in the required Union Membership and Death

Benefit cards prior to commencing work, and mail same in to the Union office immediately.

3.03 All employees shall be required to be a member of the Union as a condition of employment with the Employer.

3.04 Should any employee covered by the bargaining unit cease, or refuse to become a member in good standing of the Union, the Employer shall upon notification from the Union, discharge such employee. The Union saves the Employer harmless in legal cases arising out of this clause.

4. DEDUCTION OF DUES, ETC.

4.01 The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees.

4.02 All employees shall be required to sign authorization for checkoff of Union dues, fees, fines and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable during the term of this Agreement.

4.03 The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fees, fines and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of each following month, and one (1) copy of the checkoff list as above mentioned.

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

5.01 The Company shall allow time off work, without pay, to any employee who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business, and provided adequate advance notice (not exceeding fourteen (14) days) is given for the Company to obtain a replacement, and provided there shall be no more than one (1) employee in the bargaining unit absent at any one (1) time.

- 5.02 No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting.
- 5.03 During authorized leave of absence, an employee shall maintain and accumulate seniority.
- 5.04 When an employee suffers an injury or illness which requires his absence, he shall report the fact to the Employer as soon as possible, prior to his actual starting time, so adequate replacement may be made if necessary. Employees must keep the Employer notified of their correct address and telephone number at all times.
- 5.05 If an employee desires a leave of absence, other than bereavement leave, for reasons other than those referred to above, he must obtain permission in writing from the Employer at least two (2) weeks prior to such leave. The Employer will send a copy of same to the Union. No legitimate request for a leave of absence will be denied provided that such leave does not adversely affect operating requirements.
- 5.06 In case of death in the immediate family, the employee affected shall be granted bereavement leave of absence to a maximum of three (3) consecutive scheduled work days with full pay to attend the funeral or make arrangements for same. Immediate family is defined as: spouse, parent, children, brother, and sister.
- 5.07 A maximum of two (2) consecutive scheduled work days with full pay will be allowed to attend the funeral of grandchildren, grandparents, father-in-law, mother-in-law, brother-in-law and sister-in-law.
- 5.08 No payment shall be made for any part of the three (3) or two (2) days which fall on days he is not scheduled to work.
- 5.09 Any extended bereavement leave of absence shall be at the discretion of the Company.
- 5.10 All time lost by an employee due to necessary attendance on Jury Duty or any Court Proceedings where subpoenaed as a Witness, shall be paid for at the rate of pay applicable to said employee. It is understood that an employee shall immediately return to his job when excused from Jury Duty or Court Proceedings if there is sufficient time to allow him two (2) or more hours work on that particular day. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed

to the Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer.

- 5.11 When any employee hereunder is either elected or appointed to a full time job with the Union, he shall be granted leave of absence for a period of up to six (6) months.

6. SHOP STEWARDS

- 6.01 There shall be a Shop Steward appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.

- 6.02 The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.

- 6.03 The Employer will recognize the Shop Steward selected as the representative of the bargaining employees for which he is chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.

- 6.04 The Union will advise the Employer in writing of the identity of the Shop Steward and will also give notice within twenty-four (24) hours of any new appointment or removal thereof.

- 6.05 Should situations arise during working hours which require the Shop Steward's attention, reasonable paid time shall be given to the Shop Steward to carry out his duties, provided he obtains prior approval from management.

7. WORK CLOTHES

- 7.01 The Employer shall supply, at no cost to the employee, any special articles of clothing or safety equipment required by the Workers' Compensation Board or Employer.

8. UNION NOTICES

- 8.01 The Employer agrees to provide space that is readily accessible for official Union notices and there shall be no interference by the Employer with said notice board provided the notice is first shown to management and relates to bargaining unit matters. It is understood that no notice that may be embarrassing to the Employer will be placed on the Bulletin Board.

9. CONFLICTING AGREEMENT

9.01 The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

9.02 The Employer agrees that before effecting any wage rate other than those set out in this Agreement, it shall first negotiate same with the Union Agent in accordance with the applicable section of this Agreement.

10. PROTECTION OF RIGHTS

10.01 The Employer shall not require any Union member to cross a legal picket line or to accept any product or goods from any person or employees of any person with whom a Union has a legal picket or placard line around or against, to handle or to deliver any product or goods to any person, or employees of any person with whom a Union has a legal picket or placard line around or against.

10.02 It is mutually agreed that there shall be no strike, lockout or slowdown whether sympathetic or otherwise during the term that this Agreement shall be in force.

10.03 All Union dues and Health and Welfare Plan premiums are to be trust monies and shall be paid to the party entitled thereto not later than the due date.

11. TRANSFER OF TITLE OR INTEREST

11.01 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors, and assigns. In the event the entire operation or any part thereof is taken over by sale, transfer, lease assignment, receivership, or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

11.02 The Union will be informed at the earliest possible date as to the nature of any transactions of the type mentioned in 11.01 above and as to the implication of such a transaction upon the members.

12. GRIEVANCE PROCEDURE

12.01 Any complaint, disagreement or difference of opinion between the Employer, 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.

12.02 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within fifteen (15) days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

12.03 The Steps of the Grievance Procedure shall be as follows:

STEP I The employee, with or without the Shop Steward, shall take his grievance up with the Supervisor. The Employer shall take up his grievance with the employee concerned who shall have the right to have the Shop Steward present.

STEP II Should a solution not be reached by Step I, then a Representative of the Union, accompanied by the employee and the Shop Steward, if the Union wishes, shall discuss the matter with Management.

If no solution is reached, then the grieving party shall submit in writing its contention on the dispute. The other party shall reply in writing within seven (7) days. Failure to respond or failing settlement of the dispute at this stage shall cause the matter to be submitted to Arbitration as set out herein.

Notwithstanding the above, if an authorized Agent of the Union claims a violation of this Agreement, he may invoke the Grievance Procedure at Step II as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

STEP III The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall within seven (7) days thereafter, appoint a member for the Board and notify the other party of its appointment.

Failure to appoint their nominee, by either party, the other party who has appointed their nominee shall apply to the Labour Relations Board to appoint a nominee on behalf of such party.

STEP IV The Arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Labour Relations Board.

12.04 Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.

- 12.05 If the Arbitration Board finds that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable may order the Employer to pay less than the full amount of wages lost.
- 12.06 The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement, except where there is a dispute between the parties regarding the rate of pay for a newly established, or altered classification not provided for herein, or a dispute under 24.02 herein, or a dispute under the Welfare Plan, the Board of Arbitration or Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award.
- 12.07 Each of the parties hereto will bear the expenses of their nominee and the parties will equally bear the expenses of the Chairman.
- 12.08 Any discharged or suspended employee, within seventy-two (72) hours of his discharge or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitration Board. Time shall be of the essence and the seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.
- 12.09 If any statement is to be put into an employee's personnel file, a copy of same will be given to the employee with a copy to the Union within thirty (30) days of the event giving rise to the statement, otherwise it shall be null and void. In any case two (2) years from the date of occurrence such statement shall be deleted from the employee's file provided there have been no statements put in the file during that period.

13. JOB POSTING, ETC.

- 13.01 In the event that a classified job becomes vacant or a job classification is created, the Employer shall post a notice on the Bulletin Board notifying that a vacancy, job or classification exists, giving the details of the job, rates of pay, etc. Employees desiring such job shall then apply, in writing, within seventy-two (72) hours of such posting, excluding weekends, except that

employees on vacation at such time shall have the privilege of applying when they return. The senior employee applying who has the ability to do the job shall receive such job.

- 13.02 It is understood that employees may apply for lower paid jobs as well as higher paid jobs.
- 13.03 Any employee posting into a different classification within the unit shall be allowed a reasonable period of trial, up to thirty (30) days, and if found unsatisfactory shall be returned to his former position without loss of seniority.
- 13.04 If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement, the parties shall negotiate wage rates, conditions, etc. for such job or classification. Failure of the parties to agree shall cause the matter to be processed through the Grievance Procedure, to a final conclusion.
- 13.05 Wherever there is a significant change in job content or working conditions, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure, to a final conclusion.

14. TECHNOLOGICAL CHANGES

- 14.01 The Union agrees it is the sole right and the function of management to change methods or facilities, and to install equipment of all kinds, and to make such other changes to its operations as it deems necessary.
- 14.02 In the event the Employer proposes the introduction of equipment in its operations, requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll through the Job Posting procedure of this Agreement to operate and/or train to operate the equipment, provided the applicant qualifies.
- 14.03 The Employer further agrees to notify the Union prior to the installation of such new equipment and to discuss the impact of such changes on the employees.

15. SEVERANCE PAY

- 15.01 Employees with one (1) year or more of service, whose employment is terminated as a result of technological change, or of closure of the whole or any part of the operation or loss of business shall receive termination pay of one (1) week's pay for each year of service with the Employer, to a maximum

of twelve (12) weeks, at the rate of pay the employee was receiving on the date of termination.

(The above shall not apply when an employee resigns or retires.)

- 15.02 Severance pay will not be applicable in the event of layoff of an employee unless the layoff without recall exceeds a period of six (6) months.

16. PAY DAY AND PAY STATEMENTS, ETC.

- 16.01 All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees to a day not more than seven (7) days prior to the day of payment.

- 16.02 The Employer shall provide every employee covered by this Agreement on each pay day with an itemized statement in respect of all wage payments. Such statement shall set forth the total hours worked including overtime, the rate of wages applicable and all deductions made from the gross amount of wages.

- 16.03 Where there is an error on a pay cheque this shall be corrected and any monies owing be paid not later than the following pay day from the date the Employer's payroll official is notified of the error.

17. VACATIONS

- 17.01 The anniversary date of all employees for an earned vacation with pay shall be December 31st of each year.

- 17.02 An employee who commences employment with the Company after January 1st of a year and before December 31st of that year shall be entitled to an earned vacation prorated on the basis of his total service with the Company up to December 31st of that year and in relation to the full calendar year. An employee who has earned three (3) days but less than five (5) days under this section will be allowed, upon request, one (1) week vacation including days earned - it is understood and agreed that any additional days beyond those earned will be granted without pay. An employee who has earned seven (7) days but less than ten (10) days under this section will be allowed, upon request, two (2) weeks vacation including days earned - it is understood and agreed that any additional days beyond those earned will be granted without pay.

- 17.03 Earned vacation shall be scheduled between January 1st and November 30th of each year, inclusive, unless otherwise mutually agreed to between the Company and the employee. Insofar as practical, earned vacations will be granted on the basis of seniority. In the event that vacation schedules have not been selected by April 1st, vacation will be assigned by the Company according to seniority. It is agreed and understood that the Company has the sole and absolute right to limit the number of employees who may be away on earned vacations at any time.
- 17.04 The Company reserves the right to close the warehouse for one (1) week or more for vacation purposes.
- 17.05 Employees who complete one (1) calendar year of service with the Company shall receive two (2) weeks vacation with pay. Vacation pay shall be based on four percent (4%) of total earnings for the previous calendar year.
- 17.06 Employees who have completed four (4) calendar years and up to eight (8) years of service with the Company shall receive three (3) weeks vacation with pay. Vacation pay shall be based on six percent (6%) of total earnings for the previous calendar year.
- 17.07 Employees who have completed eight (8) calendar years and up of service with the Company shall receive four (4) weeks vacation with pay. Vacation pay shall be based on eight percent (8%) of total earnings for the previous calendar year.
- 17.08 Employees who have completed nineteen (19) calendar years and up shall receive five (5) weeks vacation with pay. Vacation pay shall be based on ten percent (10%) of total earnings for the previous calendar year.
- 17.09 Vacation cheques will be issued during the week prior to leaving on vacation, or on the regular pay day by direct deposit if the employee requests/agrees, provided the vacation is arranged for at least two (2) weeks in advance.
- 17.10 An employee with earned but unpaid vacation upon termination of employment will receive a vacation allowance based on two percent (2%) of total wages earned for each week of entitlement.
- 17.11 Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated (i.e. on a percentage basis or weekly wages), and shall include all overtime payment, commissions or anything of a monetary value received from the Employer on which the employee has to pay income tax, and also a cheque

for the appropriate vacation pay the employee is entitled to. The employee shall request his vacation pay cheque at least two (2) weeks prior to his vacation.

18. GENERAL HOLIDAYS

18.01 Employees who have been on the Employer's payroll for thirty (30) days and have completed fifteen (15) days of work shall receive the following General Holidays with pay based on eight (8) hours at their applicable rate providing they meet all other eligibility requirements set forth in this Article.

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

18.02 In addition to all the Holidays provided in this Article there shall be one (1) additional Floating Holiday which date shall be mutually agreed to between the Employer and employee. The employee shall give the Employer reasonable notice of at least two (2) weeks in writing of the date which he wishes to take as his additional Floating Holiday. New employees hired after the date of ratification, (February 8th, 1999), will be eligible for the Floating Holiday after one (1) year of employment, provided they have worked for at least six (6) months in that year.

18.03 In the event the Government of Canada or the Province of British Columbia proclaims an additional holiday(s), said holiday(s) shall be added to the list of holidays provided herein.

18.04 If during the term of this Agreement either the Federal or Provincial Government declares any other day in lieu of those listed herein as a holiday, then the employee shall receive such day off with pay as set out herein for such other days.

18.05 It is agreed that the General Holidays shall take place when specified as a legal holiday by the Federal or Provincial Government.

18.06 Should a General Holiday fall on a non-working day and/or on an employee's day off, the employee will be entitled to an alternate day off with pay on a day mutually agreed upon between the Employer and employee.

18.07 Any employee who is not at work on the working day immediately preceding, and the working day immediately following any of the above holidays shall forfeit pay for such holidays, unless leave of absence has been granted by the Employer, or unless the absence is due to layoff commencing at any time during the period containing the last full week and part week immediately

preceding the holiday or terminating at any time in the part week or next full week immediately following the holiday period.

18.08 Each employee who is absent due to:-

- (a) proven illness;
- (b) non-compensable accident;
- (c) compensable accident when a General Holiday set out above occurs, shall be paid a full day's wages for such day based on the rate of pay he was receiving the last day he worked prior to his absence for one of the three reasons set out herein.

18.09 When a General Holiday occurs during the first six (6) months that an employee is absent due to proven illness, non-compensable accident or compensable accident, that employee shall be entitled to a full day's wages for each such holiday and paid at the rate of pay he was receiving the last day he worked prior to his absence.

18.10 In cases where the employee is receiving payment from either Workers' Compensation Board or Weekly Indemnity under the appropriate Welfare Plan provisions, then the Employer shall pay the difference between the regular earnings of such employee and what he is receiving from the other source for such General Holiday, for the six (6) month period.

18.11 Payment for work performed on a holiday shall be double time in addition to holiday pay as herein provided.

19. SEPARATION OF EMPLOYMENT

19.01 If an employee is discharged he shall be paid in full for all monies owing him on the date of his discharge.

19.02 If an employee quits the Employer may withhold payment for six (6) calendar days.

19.03 The Employer shall give a Record of Employment Certificate to any employee who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.

20. SENIORITY

- 20.01 There shall be a Seniority List setting out the name and date of employment of all employees. Such list must be kept current and a copy must be supplied to the Union every six (6) months, and one (1) copy posted on the Bulletin Board.
- 20.02 Seniority shall be length of service within the Bargaining Unit. Employment elsewhere with the Employer shall be credited only for calculation of vacation entitlement and pay.
- 20.03 Layoff and recall shall be based on seniority, that is, the last hired shall be the first laid off and the last laid off shall be the first recalled.
- 20.04 Seniority shall be lost if an employee:
- (a) Voluntarily leaves the employ of the Employer, or
 - (b) Is discharged for cause, or
 - (c) After a layoff, fails to report for work for three (3) working days after being recalled by telephone and/or registered letter, or
 - (d) If absent without leave for three (3) working days without legitimate reason, or
 - (e) Is on continuous layoff for six (6) months.
- 20.05 Any new employee hired by the Employer shall be on probation for thirty (30) working days. During this period it is the Employer's responsibility to notify the employee of any problems with his performance.

21. DAYS AND HOURS OF WORK AND OVERTIME

- 21.01 The normal work day and work week for employees shall be eight (8) hours within eight and one-half (8½) consecutive hours, and a consecutive five (5) day, forty (40) hour week, Monday to Friday, providing work is available for each employee.
- 21.02 If an employee reports for work on the call of the Employer he shall be guaranteed four (4) hours work or four (4) hours pay in lieu thereof at his applicable rate of pay.
- 21.03 The foregoing payments for call-in time shall not apply if failure to provide work is due to the following:
- (a) In the event of fire, utility failure or Act of God.
 - (b) If failure to provide work is due to a shut-down or cessation of any operations due to requirements or order of a Government Agency.

- 21.04 Any hours worked in excess of eight (8) hours and up to eleven (11) hours in any one day shall be paid at the rate of time and one-half ($\frac{1}{2}$). Any hours worked in excess of eleven (11) hours in any one day shall be paid at the rate of double time.
- 21.05 All time worked on a Saturday up to four (4) hours shall be paid for at time and one-half ($\frac{1}{2}$) and all hours over four (4) shall be paid at double time. All hours worked on a Sunday shall be paid at double time.
- 21.06 Any employee called back to work in any emergency after he has gone home shall be given a minimum of three (3) hours work or pay in lieu thereof at his applicable rate.
- 21.07 If an employee reports late for work that employee will only be paid from the time he commences work and for the time actually worked.
- 21.08 The Employer agrees that if it becomes necessary to work overtime, such overtime will be distributed equally amongst those employees concerned who normally perform such work.
- 21.09 Senior employees may refuse to work overtime provided qualified workers are available.

22. LUNCH AND REST PERIODS

- 22.01 No employee shall be worked longer than five (5) hours without a half ($\frac{1}{2}$) hour off for the purposes of eating a meal. Such lunch periods shall be uninterrupted. This shall be exclusive of rest breaks which must be given as follows.
- 22.02 Each employee shall receive an uninterrupted fifteen (15) minute break in each half of his daily shift. The time for said breaks to be determined by Management. However, such shall not be scheduled earlier than one and one-half ($\frac{1}{2}$) hours from the commencement of each half of an employee's work shift.

23. COMPENSATION COVERAGE

- 23.01 When the Compensation Board allows an employee to return to work following a work-related injury he will be returned to the payroll at his or her previous job and the rate of pay for a period of one (1) week, to determine if he is able to do the job held at the time of injury.

23.02 If, after that time, it is proven to the Employer that the employee is unable to perform the job the employee held at the time of injury, the Employer will try, if this is practical, to place the employee in a job which said employee can perform.

24. SAVINGS CLAUSE

24.01 If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

24.02 In the event that any Article 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 request of either party, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 12 herein.

25. INSPECTION PRIVILEGES

25.01 An authorized Agent of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to providing that such Agents shall first check in at the office and make his presence known and further such visits do not interfere with normal plant operations.

26. SANITARY FACILITIES, ETC.

26.01 The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.

27. SAFETY AND HEALTH

27.01 The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and provide proper First Aid kits.

27.02 In the event of an employee becoming ill during his shift, the employee shall report directly to his Supervisor and if the employee wishes to go home or to a doctor permission to do so will be granted.

28. BONDING

28.01 If the Employer requires any employee to be bonded, the Employer shall request the employee to fill in a bonding form. The cost of such bonding shall be paid for by the Employer.

29. DURATION OF AGREEMENT

29.01 This Agreement shall be for the period from and including November 3rd, 2002, to and including November 4th, 2006. Either party to this Agreement may, within four (4) months immediately preceding November 4th, 2006, give to the other party written notice to commence collective bargaining.

29.02 After expiry of the term of this collective agreement, and subject to the limitations necessarily resulting from the exercise of the rights of the parties under Part 5 of the Labour Relations Code, including the right to strike or lockout, the terms and conditions of employment as set out in this Agreement will be observed and not varied except by the parties' mutual consent during the period that the Union remains the bargaining agent for employees identified in this Agreement.

29.03 It is mutually agreed that the operation of sub-section 2 of Section 50 of the Labour Relations Code is specifically excluded from operation in this Agreement.

30. HEALTH AND WELFARE

30.01 The Employer shall provide Health and Welfare coverage as agreed to by the Parties.

31. ARTICLE HEADINGS

31.01 The Article Headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

32. TRANSPORTATION

32.01 No employee shall use his car on Employer business.

33. MEDICAL EXAMINATIONS

33.01 Any medical examination requested by the Employer shall be complied with, provided however, that the Employer shall pay for all such examinations. The Employer reserves the right to select its own medical examiner or physician and the Union may, if in its opinion it thinks an injustice has been done an employee, have said employee re-examined at the Union's expense.

33.02 When a medical examination is required by the Employer, the following condition shall apply:

If an employee takes a medical examination he shall be paid for the time involved at his regular rate of pay.

33.03 If, following an Employer requested medical examination, any employee is deemed to be physically incapable of carrying out his regularly assigned duties, the following procedure shall be followed:

- (a) The Employer shall notify the Union of the medical findings in respect to the employee. Should the Union or the employee disagree with said findings, the employee at his own expense shall have the right to be examined by his personal physician.
- (b) Where there is no agreement between the Employer appointed physician and the employee's physician on the condition of the employee, the two (2) physicians shall select a medical consultant to examine the employee with respect to the dispute.
- (c) The findings of the consultant shall be final and binding upon all parties.
- (d) The remuneration of the consultant shall be borne equally by the Employer and the Union.
- (e) Should the consultant deem the employee to be capable of carrying on his assigned duties, then the employee shall not suffer any loss of earnings caused by his having been removed from or temporarily suspended from his regularly assigned duties.

33.04 Where any employee drives a motor vehicle in the course of his employment is required to take a medical examination to verify the right to drive such motor vehicle or to obtain an Air Ticket, the Employer shall, where same is

not paid for by any part of the Welfare Plan, pay for such medical examination.

34. TRUCK MAINTENANCE AND SAFETY

34.01 The maintenance of equipment in sound operating condition is not only a function, but a responsibility of the Employer.

34.02 It is the responsibility of the employee to report all problems with vehicles and to operate same in a prudent fashion.

34.03 The Employer shall not require employees to operate any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.

34.04 No driver shall be required to service or maintain trucks or equipment, over and above normal routine checking of the equipment.

34.05 A form shall be supplied the driver on which to report defects in equipment with sufficient copies so that the driver may retain a copy. Such trucks shall not be operated until the defect has been rectified.

34.06 The Employer shall not require any employee to operate a vehicle in a manner which contravenes any Statutes, Regulations or By-Laws.

35. CLASSIFICATIONS AND WAGE RATES, ETC.

35.01 The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.

35.02 Time shall be computed from the time the employee commences his day's work until his shift is finalized.

35.03 When an employee meets with an accident at work, he shall be paid a full day's wages for the day of the accident.

35.04 If an employee is required to take time off during working hours for medical treatment or diagnosis in regard to any compensable injury or compensable illness he has incurred on the job, he shall be compensated for work hours lost up to a maximum of eight (8) hours.

35.05 When an employee is temporarily removed from his regular work he shall be paid his regular rate of pay or the rate of the other work, whichever is the

greater, for all time employed on such work, and no employee's rate may be reduced below his regular rate.

36. PAID ELECTION TIME OFF

36.01 The Employer shall not alter the regular or normal hours of employment of any employee to circumvent either this Agreement or the requirements of Section 48 of the Canada Elections Act and/or Section 200 of the Provincial Elections Act.

37. GENDER

37.01 Wherever the use of the male gender is used herein, it shall also apply to the female gender.

38. LOSS OF BENEFITS

38.01 No employee who, prior to the date of this Agreement, was receiving more than the rate of wages in this Schedule or working less hours than stipulated in this Agreement, or any other benefits, shall suffer a reduction of wages or increase in hours worked per week or loss of benefits, because of the adoption of this Agreement.

39. TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND

39.01 The Employer shall make contributions at the rate of five cents (5¢) per hour for all regular and overtime hours worked for each employee covered by this collective agreement. Such monies are payable to the Teamsters Local Union No. 213 for placement in its Industry Advancement Fund by the fifteenth (15th) day of the month following that to which they refer. The above contributions shall commence on the 9th day of February, 1999.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) by its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED AT Vancouver, British Columbia, this day of , 2002.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #1

BETWEEN: **OLD DUTCH FOODS LTD.**

7800 Fraser Park Drive
Burnaby, B.C., V5J 5L8

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the City of
Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

HEALTH AND WELFARE PLAN

- (a) Effective November 3rd, 2002, the Employer agrees to continue participation in the Teamsters (Local 213) Miscellaneous Division Health and Welfare Plan and Trust Fund (The Plan and Fund) for all employees subject to the jurisdiction of this Agreement (hereinafter referred to as employees). The Employer will continue and/or commence contributions to the Plan and Fund on the following basis:
- (1) from the effective date for all employees who work forty (40) hours or more per month as of the effective date;
 - (2) for all employees who work forty (40) hours or more per month whose date of employment is after the effective date;
 - (i) from the first (1st) day of the month next following or coincident with the date which is one (1) month after his date of employment, contributions shall commence with respect to all benefits except Dental;
 - (ii) from the first (1st) day of the month next following or coincident with the date which is two (2) months after his date of employment, contributions shall commence with respect to Dental benefits;

- (iii) from the date of employment for all benefits for any employee subject to the transfer provisions of the Plan.

The Employer agrees to make such monthly contributions to the Trust Fund for the benefits to be provided to its employees as the Trustees of the Plan and Trust Fund shall establish from time to time and do such other things as may be required to become and remain an Employer under the Plan and Trust Fund.

It will be the responsibility of the Employer to ensure that all employees complete such forms as are required in the operation and administration of the Plan and for making the required contributions to the Trust Fund on their behalf. Failure of the Employer to secure the necessary administration forms from employees, forward completed forms and/or remit contributions on the due date to the Administrator as appointed by the Trustees, will cause the Employer to be liable for any claims arising as a result of such failure.

It shall be the Union's responsibility to supply all necessary administration forms to the Employer.

The benefits as described below shall be provided to the employees in accordance with the terms and conditions of the Plan and Fund:

Medical Services Plan of B.C.	Payment of premiums for coverage at such rates as may be established from time to time by the B.C. Government which has not opted out.
Group Term Life Insurance	\$36,000.00
Accidental Death and Dismemberment Insurance	An amount equal to the Group Term Life Insurance
Weekly Indemnity Benefits	66_% of weekly salary to an E.I. maximum per week. Benefits to be paid on a first (1 st) day accident, fourth (4 th) day sickness, 52 week duration basis (1/4/52)
Long Term Disability Benefit	75% of monthly salary to a maximum of \$1,200.00 per month
Dental Benefit	Basic (Part A) - 100% coverage Major Restorative (Part B) - 50% coverage Orthodontic (Part C) - 50% coverage

Extended Health Care Benefit \$25.00 deductible, 100% reimbursement above deductible with vision care

Prescription Drugs Included with Extended Health Care and reimbursed subject to the terms of that benefit

(b) However, if any employee is otherwise covered for M.S.P., the employee may opt out of the M.S.P. coverage under this Agreement. If such other coverage ceases, then it shall be the employee's responsibility to notify the Employer and to request coverage which the Employer shall then provide immediately.

(c) The Employer shall remit the required contributions under this Article to the Administrator appointed by the Trustees of the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan by the tenth (10th) day of the month for which such contributions are due. Cheques are to be made payable to the Teamsters Local 213 Miscellaneous Division Health and Welfare Plan.

LETTER OF UNDERSTANDING #1 CONTINUED

(d) The Employer shall remit contributions for employees who are absent from work due to an illness or accident for up to fifty-two (52) weeks.

(e) The full cost of the Health and Welfare Plan shall be borne one hundred percent (100%) by the Employer.

(f) **Sick Leave**

(i) Employees who have completed sixty (60) days continuous service with the Employer shall accumulate a sick leave bank allowance of one-half (½) day for each month of service thereafter until a maximum accumulation of ten (10) days is attained.

(ii) Sick Leave benefits shall be paid only for days lost from work due to proven non-industrial illness as proven herein.

(3) Sick Leave benefits will be paid for the first three (3) work days of a non-industrial illness provided the employee received payment for subsequent time lost due to the illness under the Weekly Indemnity Insurance Plan.

(iv) Daily benefits shall be in an amount equal to the daily benefit as provided under the terms of the Insurance Plan.

(v) Two (2) days of sick leave referred to in (f)(i) may be used for absences without having to qualify as referred to in (f)(iii) providing no sick leave benefits have been

paid to the employee during the previous calendar year under (f)(iii). The two (2) days off with pay shall be granted at a time mutually agreed to and shall be requested in writing at least two (2) weeks in advance, or the two (2) days will be paid to the employee at the applicable rate of pay in lieu of time off.

(vi) New employees hired after the date of ratification October 23rd, 2002 will be eligible for the two (2) days referred to in (v) above after one (1) year of employment, provided they have worked for at least six (6) months in that year.

DATED AT Vancouver, British Columbia, this day of ,
2002.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #2

BETWEEN: **OLD DUTCH FOODS LTD.**
7800 Fraser Park Drive
Burnaby, B.C., V5J 5L8

(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND: **TEAMSTERS LOCAL UNION No. 213,**
affiliated with the International
Brotherhood of Teamsters, of the City of
Vancouver, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

CLASSIFICATIONS	EFFECTIVE NOV 3/02	EFFECTIVE NOV 2/03	EFFECTIVE NOV 7/04	EFFECTIVE NOV 6/05
Driver Warehouseman	\$19.94	\$20.25	\$20.66	\$21.08
Warehouseman				
- 1 st 60 days worked	\$18.14	\$18.40	\$18.75	\$19.11
- After 60 days	\$19.18	\$19.49	\$19.87	\$20.27

DATED AT Vancouver, British Columbia, this day of , 2002.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #3

BETWEEN: **OLD DUTCH FOODS LTD.**

7800 Fraser Park Drive
Burnaby, B.C., V5J 5L8

(hereinafter referred to as the "Employer")

AND: **TEAMSTERS LOCAL UNION No. 213,**

affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province of
British Columbia

(hereinafter referred to as the "Union")

Re: Teamsters (Local 213) Pension Plan

Section 1 - Trust Plan

The Teamsters (Local 213) Pension Plan is established by a Trust Agreement dated May 1st, 1972 to provide retirement income to Union members employed with participating companies.

Effective November 9th, 1993, the Company will commence participation in this Pension Plan. The activities of the Trustees will be governed by the Trust Agreement and the Company agrees to be bound by the terms of the Trust Agreement.

Section 2 - Eligibility

The following eligibility and contribution conditions shall apply to the Plan:

- (a) Any member of the Union who is an employee in the employ of the Company on the effective date of the Plan shall join the Plan from that date.
- (b) All new employees whose date of employment is after the effective date shall join the Plan:
 - (i) from the first (1st) day of the month next following or coincident with the date which is thirty (30) days after the new employee's date of employment.

Section 3 - Responsibilities

The Trustees shall establish benefits from time to time in conformity with sound financial applications of the negotiated contributions.

LETTER OF UNDERSTANDING #3 CONTINUED

Section 4 - General Principles

(a) The cost of the contributions to the Plan shall be borne one hundred percent (100%) by the Company. The Company agrees to make contributions to the Teamsters (Local 213) Pension Plan on behalf of all regular employees who are members of Local 213. Contributions are due monthly by the tenth (10th) day of the month following the month for which contributions are calculated.

(b) **Effective Date of Contribution Rates**

Effective November 6th, 2000 - \$1.91 per hour for each employee
Effective November 2nd, 2003 - \$2.10 per hour for each employee
Effective November 7th, 2004 - \$2.30 per hour for each employee
Effective November 6th, 2005 - \$2.50 per hour for each employee

Wages include gross pay at regular and overtime rates, vacation pay, Statutory Holiday pay, and paid sick leave.

Section 5 - Benefits Coverage

Benefits which the foregoing contribution schedule will support at outlined in the Pension Plan booklet which will be provided to each employee by the Plan.

DATED AT Vancouver, British Columbia, this day of , 2002.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION

LETTER OF UNDERSTANDING #4

BETWEEN: OLD DUTCH FOODS LTD.
7800 Fraser Park Drive
Burnaby, B.C., V5J 5L8

(hereinafter referred to as the "Employer")

AND: TEAMSTERS LOCAL UNION No. 213,
affiliated with the International
Brotherhood of Teamsters, of the
City of Vancouver, Province of
British Columbia

(hereinafter referred to as the "Union")

Re: Part-Time Employees

The parties agree that the following shall be the terms and conditions for part-time employees:

2. A four (4) hour minimum guaranteed to part-time employees who are called out to work.
3. Part-time employees shall have a separate Seniority List.
4. Overtime rates of pay shall apply as per the collective agreement.
5. No part-time employee shall work while a regular employee is laid off.
6. No part-time employee shall work unless there is a regular Union employee at work.
7. Part-time employees shall be given the first opportunity to move to regular employee status.
8. If a part-time employee is temporarily assigned to fill in for an absent regular employee, that part-time employee shall be paid at the Warehouseman - 1st 60 Days worked rate.
9. The part-time employee's duties shall be restricted to unloading trailers and to performing general clean-up and odd jobs, as has been the past practice in reference to the Student classification.
10. The hourly wage rates for part-time employees shall be as listed below:

EFFECTIVE

Nov. 3/02

EFFECTIVE

**Nov. 2/03
7/04**

EFFECTIVE

EFFECTIVE

**Nov.
Nov. 6/05**

\$14.26

\$14.62

\$15.06

\$15.51

DATED AT Vancouver, British Columbia, this day of , 2002.

ON BEHALF OF THE COMPANY

ON BEHALF OF THE UNION
