

# **AGREEMENT**

**BETWEEN**

**GREEN VALLEY FERTILIZER LIMITED  
ABBOTSFORD, BC**

**AND**

**UNITED FOOD AND COMMERCIAL WORKERS  
UNION, LOCAL 1518**

**DURATION: January 1, 2004 – December 31, 2006**

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**THIS AGREEMENT entered into this 23<sup>rd</sup> day of June , 2004.**

**BETWEEN: GREEN VALLEY FERTILIZER LIMITED**  
A Corporation having an office at  
33815 Enterprise Avenue, Abbotsford, B.C.V2S 7T9  
(hereinafter called the "Company")  
OF THE FIRST PART

**AND: UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, ALF CIO CLC LOCAL 1518**  
4021 Kingsway, Burnaby, BC V5H 1Y9  
(hereinafter called the "Union")  
OF THE SECOND PART

WITNESSETH:

### **Article 1 - Preamble**

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1.01 Whereas the Company is operating fertilizer, chemical and allied products facility located at Abbotsford, B.C. and;

Whereas the Company and the Union wish to cooperate in obtaining efficient and unrestricted production at the afore-mentioned operations, in maintaining a harmonious relationship between the Company and its employees and in providing a method of settling, in an amicable manner, any difference or grievance which may arise from time to time at the said operation;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter concluded, the parties hereto have agreed as follows:

### **Article 2 - Recognition**

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2.01 This Agreement applies to employees of the Company included in the certification granted by the British Columbia Department of Labour, certifying Local 1518 of the United Food and Commercial Workers' International Union. It is understood that the above-mentioned certification shall apply if the operation is relocated to a new facility, subject to the provisions of Article 16.

2.02 The Company recognizes the Union during the terms of this Agreement as the exclusive bargaining agent for the employees for the purpose of collective bargaining in respect of wages, hours, seniority, grievance procedure and other such working conditions.

2.03 The Company agrees to retain in its employ within the bargaining unit described in Section 2.01, Article 2 of this Agreement, only members of the Union in good standing. The Company shall be free to hire new employees who are not members of the Union, PROVIDED, said



new members make application within ten (10) working days after employment and become members within thirty (30) working days.

- 2.04 There shall be no discrimination, interference, restraint, coercion or attempted coercion by or on behalf of the Company or by or on behalf of the Union, its members or its agents with respect to any employee because of membership in the Union.

No employee shall conduct Union activities at the said works during working hours without first securing permission from Management, such permission not to be unreasonably withheld. Union activities referred to are those specifically authorized by this Agreement, or such other activities mutually agreed to.

- 2.05 The Company agrees to deduct from the wages of each employee upon proper authorization from the employee affected such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. Monies deducted during any month shall be forwarded promptly by the Company to the Financial Secretary of the Union. The remittance shall be accompanied by a written statement of the names of the employees for whom the deductions were made and the amount of each deduction.

### **Article 3 - Management**

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- 3.01 The Union recognizes the right of the Company to manage the business and to direct the working forces, including the right to hire, promote, or transfer any employee and to demote, discipline, suspend, terminate the employment of any employee for justifiable reasons and select the materials to be handled, processed or manufactured, subject to the terms of this Agreement. The Company agrees to keep the Union committee informed of the names of individuals responsible for directing the working force.
- 3.02 The Union further recognizes the right of the Company to make and alter from time to time reasonable rules and regulations to be observed by the employee, subject to grievance procedure.
- 3.03 When the Company deems it necessary to discipline an employee, they shall have a Union Steward present. In the case of suspension or dismissal, the Union Steward and the Chief Steward shall be present.

### **Article 4 - Hours of Work**

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- 4.01 (a) The standard hours of work shall be eight (8) hours in any one (1) day, forty (40) hours in any one (1) week worked within a Monday to Saturday work week. The Company shall schedule the hours and days of work and post them, outlining the starting and finishing times of all employees. Any time worked outside of the schedule of hours shall be paid for at the applicable overtime rate subject to Article 4.03 (c).
- (b) An employee reporting to work late on his regular scheduled shift shall not be entitled to overtime rates of pay until completion of eight (8) hours.
- (c) The schedule of hours and days may be changed from time to time as required to meet the needs of the business but such changes shall not be made effective until

notice of two (2) working days has been given to the employees concerned, unless changed by mutual agreement.

- 4.02 Any employee who reports for work, and who, by reason of some breakdown in the plant is dismissed for the day, will receive four (4) hours' pay at least.
- 4.03 (a) Overtime shall be paid for at **one and one-half times (1.5X)** the employee's regular rate.
- (b) Overtime will be paid for on the basis of actual overtime worked, calculated to the nearest quarter (1/4) hours.
- (c) Double (2x) the hourly rate shall be paid to an hourly rated employee for work performed on a Sunday, unless mutually agreed otherwise. During the period March 1st to June 30th Saturday work may be scheduled as a sixth working day of the week at straight-time rates of pay for the first eight (8) hours, after which double (2x) time shall apply. Accumulated time off in the amount of four (4) hours per March 1st to June 30th Saturday worked to be granted. Such time off to be taken prior to October 31st in the year in which earned. In the case of seasonal employees, they will be paid for Saturday work at the rate of one and one-half (1½) the regular hourly rate March 1st to June 30th at each regular pay period. All other employees shall have the option of receiving one and one-half (1½) times the regular rate, accumulating time off or being paid out on June 30th each year. The employee shall advise the Company in January of each year as to his election.
- 4.04 Whenever an employee performs work outside his regular schedule he need not be required to take time off to bring his hours down to the standard working week.
- 4.05 It is agreed that all overtime work shall be voluntary and that no employee shall be compelled to work overtime nor shall he be discriminated against for refusal to work overtime.
- 4.06 When it becomes necessary for any overtime to be worked such overtime shall be offered to the employees in order of seniority starting with the most senior employee and so on down the seniority list.
- 4.07 No employee shall be called out for less than four (4) hours work or he shall receive pay in lieu of work.
- 4.08 The regular lunch period to be the same as in effect now and employees shall not be required to work more than five (5) hours without time out for lunch, except in case of mechanical breakdowns.
- 4.09 All employees shall have two (2) fifteen (15) minute rest intervals during each day without deduction in pay with rest periods to be provided on the time schedule.
- 4.10 When overtime in excess of one (1) hour is required beyond the regular quitting time a rest period of fifteen (15) minutes shall be granted before proceeding with the overtime work.
- 4.11 Any employee called in off schedule for emergency work shall be paid one (1) hours' travel time at regular rates and shall be through when the emergency is over, but shall receive at least four (4) hours' pay at his regular overtime rate. Seniority shall not necessarily apply for an occurrence endangering personnel, property or assets.

- 4.12 Notwithstanding the foregoing provisions in this Article 4, an employee shall not be paid at the rate of double time (2x) for overtime work if such overtime work with the permission of the Foreman is performed by the employee at his own request by special arrangement with another or other employees who may wish to change or exchange working hours.
- 4.13 Employees utilizing their personal vehicle for Company business shall be reimbursed at the rate of twenty-four cents (24¢) per kilometer.
- 4.14 **If an employee meets with an accident while at work, making him incapable of completing his shift, he shall be paid for the balance of the shift at his applicable hourly rate. If an employee becomes ill during his shift, making him incapable of completing his shift, he will be eligible to receive payment for the remainder of the hours in his shift from any accumulated sick time accrual, referred to in Article 17 of this Agreement.**
- 4.15 It is agreed that all employees shall have the option of either being paid or to bank all overtime hours worked. All banked hours taken off to be taken in increments on a full shift basis. All banked time off to be taken by mutual agreement between the employee and the Company. Employees shall have the option of drawing their banked monies on the next pay day, subject to written notice having been received by the Company not less than four (4) working days prior to any pay date. Banked hours taken, or time off, will be paid at the rate of pay the employee was receiving when he earned the banked hours. A maximum of one (1) employee may be off on banked time at any one time unless mutually agreed otherwise.
- 4.16 Management personnel shall not perform the work customarily performed by employees in the bargaining unit except in cases of:
- (a) Emergency - The term "emergency" shall mean Acts of God or unanticipated conditions created by mechanical or human failure where immediate action is necessary to prevent spoilage or loss of product or danger to persons or property.
  - (b) Work negligible in amount.
- 4.17 Any employee working more than two (2) hours overtime beyond his regular shift shall receive a meal allowance of five (5) dollars.

## **Article 5 - Statutory Holidays**

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- 5.01 (a) Statutory Holidays will be paid for at the employees' regular rates on the following basis:
- (i) Employees with less than thirty (30) days worked with the Company - None
  - (ii) Employees with thirty (30) days or more worked shall be entitled to eight (8) hours' pay for ten (10) statutory holidays subject to the following:
    - (iii) If an employee is absent on his scheduled work day immediately before or immediately following a statutory holiday payment for the holiday is left to the discretion of the Company subject to the grievance procedure.
    - (iv) When any statutory holiday falls on a Sunday, the day observed by the provincial government shall be considered the holiday.

- (b) Statutory holidays which fall on or are observed on an employee's regular day off shall be paid for on the following basis:
  - (i) Regular shift hours pay at the employee's regular rates, or
  - (ii) A day or days off with pay to be taken at a time mutually agreed to by the employee and the Company.
- (c) Employees shall be paid double (2x) their regular rate for all work performed on statutory holidays and special holidays in addition to any holiday pay set out in this Article.

5.02 The following are the statutory holidays as referred to in this Agreement:

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

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

- 5.03 All **regular full-time** employees (with seniority if laid-off or recalled in the pay period in which the statutory holiday falls shall receive eight (8) hours' pay at regular rates for such holiday, provided he receives pay for hours worked in such pay period. To qualify for this holiday pay, employees must work out their layoff notice or report to work on recall when required, as the case may be. **Seasonal employees must work their scheduled day before and after the Statutory Holiday in order to be eligible for Statutory Holiday payment.**
- 5.04 It is agreed that the payment of statutory holiday pay shall be considered as hours worked for all purposes of this Agreement.
- 5.05 Any employee off work and receiving benefits from either the Workers' Compensation Board or the Weekly Indemnity Plan shall be paid the difference between WCB and Weekly Indemnity amounts and eight (8) hours' pay at the employee's regular rate for any statutory holiday referred to in Article 5.02 that occur during his absence.

## **Article 6 - Floating Holidays**

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- 6.01 After 180 days worked each employee shall be granted two (2) floating holidays to be taken by the employee upon mutual agreement with the management. These days to be taken within the calendar year.

## **Article 7 - Vacations**

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- 7.01 Vacation eligibility and length of vacation calculated on the following basis:
  - (a) Vacations shall be based on a calendar year, January 1st to December 31st.

- (b) Vacation taken in any year shall be the vacation earned between January 1st and December 31st of that year.
- (c) Employees who are working and have a continuous service record with the Company shall be entitled to vacation as follows:
  - (i) Three (3) weeks vacation after three (3) years service with the Company.
  - (ii) Four (4) weeks vacation after ten (10) years service with the Company. Employees who attain ten (10) of continuous service shall in that year receive one (1) extra week of vacation.
  - (iv) Five (5) weeks vacation after fifteen (15) years service with the Company.
  - (v) Six (6) weeks vacation after twenty-three (23) years service with the Company.

7.02 Vacation pay shall be calculated and paid as follows:

- (a) Where it is anticipated that an employee will work less than one hundred and eighty (180) days in the calendar year, he shall receive vacation pay on the basis of two percent (2%) for each week of earned vacation.
- (b) An employee who has worked one hundred and eighty (180) days in the current year shall be deemed to have earned a full years' vacation entitlement and shall receive vacation pay on the basis of two percent (2%) of the employee's previous year's earnings or forty (40) hours' pay at the employee's regular rate, whichever is the greater of each week of eligible vacation.
 

Regular rate, as used in this clause, shall be interpreted to mean the employee's regular rate at the time vacation is taken, subject to Article 7.07.
- (c) Employees who qualify as per 7.02 (b) shall be paid vacation pay at their option as follows:
  - (i) Vacation pay for the actual vacation period taken in advance on the normal pay date immediately prior to the vacation period, subject to written notice having been received by the Company no less than four (4) days prior to the normal pay date.
  - (ii) Full vacation pay entitlement, or the balance thereof, on June 30th or at any time thereafter. An employee drawing full vacation pay must take the full time off entitlement in the current year.
  - (iii) Employees may at their option have their vacation pay calculated and incorporated into their weekly earnings.

7.03 Vacations will, as far as possible, be granted for the period selected by the employee, but final allocation of vacation periods is left to the Company in order to assure orderly operation of the plant. Every reasonable effort will be made to permit each employee to take his vacation between June 1st and December 31st. In this regard, an employee who is eligible for more than three (3) weeks' vacation shall, except where mutually agreed between the employee and his employer, take his vacation in not more than three (3) periods, of which no portion shall be less than a full week. A vacation list to be submitted to the Plant Manager by April 15th of the current year. Employees not submitting a vacation list by April 15th shall lose seniority preference in selection of vacation time.





- 7.04 Cut-off date for establishing vacation entitlement shall be December 31st each year. Employees who have not completed one (1) year's service will be given credit for vacations earned up to December 31st.
- 7.05 Earned vacations not exercised shall be paid if and when an employee quits or is discharged for just cause from service.
- 7.06 No employee shall draw vacation pay and continue to work in lieu of taking a vacation, except where an employee has been unable to take his required vacation due to accident or illness, in which case the employee shall be allowed to carry his third and subsequent weeks of vacation entitlement over to the following vacation year or receive pay for his vacation entitlement unless otherwise mutually agreed. Vacation pay relative to any approved carry over will be paid at the rate of pay when the vacation was earned.
- 7.07 If more employees than can be spared request the same vacation period, allocation will be based on seniority.
- 7.08 If a paid statutory holiday falls within an employee's vacation period the Company will allow the employee concerned a compensatory day's holiday with pay, such day to be by mutual agreement.

## **Article 8 - Wages and Classifications**

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- 8.01 A premium of thirty-five cents (35¢) per hour shall be paid to all personnel employed on shifts where the majority of hours are worked between the hours of 3:20 p.m. and 11:50 p.m. and a premium of forty-five cents (45¢) per hour to all personnel employed on shifts where the majority of hours are worked between the hours of 11:50 p.m. and 7:50 a.m. This premium is to be added to the rates shown in Schedule "A" of the Union Agreement but is at all times to be shown separately from these rates. This premium is to be added to the rate after and not before calculating overtime.
- 8.02 Employees with seniority shall, upon presentation of required tools, broken on the job and worn out required tools, receive replacement tools. Such replacements shall be limited to those specified by the Company as being required and shall in addition be limited to a maximum replacement cost of one hundred and twenty-five dollars (\$125.00) per contract year per affected employee. This allowance may also be used for the purpose of new tools required by the Company to maintain new equipment, or to employ new techniques.
- 8.03 Production 1 & 2: Permanent vacancies shall be filled on the basis of seniority and ability and awarded to the employee who has submitted a written application to the Plant Manager. Ability being acceptable within reasonable standards after a reasonable trial to do the job seniority shall prevail. Employees so promoted shall be given reasonable time to qualify up to thirty (30) working days and failing will be returned to their former position.

## **Article 9 - Seniority**

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- 9.01 An employee's seniority date shall date from the date upon which they entered the employ of the Company. However, employees shall have worked thirty (30) days within a period of twelve (12) months before their names are placed on the seniority list.



- 9.02 For the purposes of this Agreement seniority shall accumulate throughout the total period during which an employee has been on the payroll of the Company. Accumulated seniority shall be lost on termination of employment. However, accumulated seniority shall not be lost if such termination is due to lay off and the individual returns to employment from his layoff when called upon to do so (but otherwise he shall lose his seniority), and also provided that the lapse of time between the date of termination for such reason and the date of reemployment does not exceed twelve (12) months **in the case of regular Full-Time Employees and six (6) months in the case of Seasonal Employees**. If an employee is absent from work because of sickness or accident and receiving benefits he or she shall not lose seniority rights and these days of absence shall be considered as days worked for all purposes of this Agreement excluding the wage rate progression as outlined in Schedule "A". No credit shall be received for any period in which the employee would otherwise have been laid off.
- 9.03 (a) Any employee who has been notified by double registered letter to return to work and fails to do so or fails to contact the office within five (5) working days to advise the Company that he will report within five (5) days or such longer period as agreed, shall be considered to have quit his employment voluntarily and his existing seniority rights shall thereupon be terminated; or
- (b) Any employee who fails to be notified by double registered letter at the last known address shall have five (5) working days from the date the employer receives the undelivered double registered letter to contact the office to advise the Company that he will report within five (5) days or such longer period as agreed, shall be considered to have quit his employment voluntarily and his existing seniority rights shall thereupon be terminated.
- 9.04 Provided that in employee has the ability to perform the work, the last employee hired shall, in the case of layoff, be the first laid off. In rehiring, the last employee laid off shall, subject to the above provision, be the first rehired.
- 9.05 Any employee to be laid off out of seniority order shall be given the opportunity to prove his ability to perform the required work before being laid off. Ability being sufficient after a reasonable trial to do the job seniority shall prevail. A reasonable trial shall not exceed twenty (20) working days on the job, however, if mutually agreed this period may be extended.
- 9.06 The Company agrees to post seniority lists showing the seniority status of each employee and to furnish a copy of such lists to the Union. The Company agrees to post seniority lists every four (4) months, showing the seniority status of each employee and to furnish a copy of such list to the Union.

## **Article 10 - Automation and Technological Change**

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- 10.01 The Company will provide the Union with three (3) months' notice of intention to introduce automation equipment which will result in displacement or reduction of personnel.
- 10.02 Employees becoming redundant due to new equipment shall be eligible for retraining to equip them for the operation of such new equipment, or to qualify for new positions. Such retraining will be provided by the Company without loss of pay to the affected employee(s).

Employees wishing to upgrade themselves can apply to the Company for financial assistance provided there is agreement prior to the training and upon successful completion of the course.



- 10.03 In cases where other employment with the Company is not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this section shall receive all the benefits he had accrued during employment at the end of the recall period or at such earlier time as he may elect to terminate. Employees on recall under the provisions of this clause shall report to work within the stipulated period of time as outlined in Article 9 - Seniority, Section 9.02.
- 10.04 A specified extension of the recall period, where recall is applied under subsection 10.03 above, may be mutually agreed by the employee and the Company, subject to written approval by the Union.
- 10.05 Employees whose services are terminated because of automation shall receive a separation allowance in accordance with the scale outlined in Article 15 of this Agreement.

### **Article 11 - Bereavement Leave**

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- 11.01 In case of a death in the immediate family of an employee with seniority the Company will grant him or her up to three (3) days leave of absence with pay. Immediate family shall mean; parents, spouse, children, sister, brother, sister-in-law, brother-in-law, father-in-law, mother-in-law and grandparents.

### **Article 12 - Leave of Absence**

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- 12.01 When an employee's personal affairs make it desirable for him to be relieved temporarily of Company duties, leave of absence without pay beyond regular vacation to which an employee is entitled, shall be granted for good and sufficient reason subject to the demands of the business. Seniority shall accumulate on such occasions. Leave of absence without pay for more than one (1) week must be applied for and approved in writing.
- 12.02 Members of the Union not exceeding one (1) in number at any one time shall be granted reasonable leave of absence without pay for the transaction of business for the Union.

### **Article 13 - Safety & Health**

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- 13.01 The Company will continue to make provisions for the safety and health of its employees during the hours of their employment. Such protective devices and wearing apparel as the Company requires to be worn and other equipment which, in the opinion of the Company and the employees, is necessary to protect the employees from injury shall be provided by the Company.
- 13.02 A Safety Committee consisting of Union and Company representation shall meet to consider and make recommendations respecting safety measures in the plant. The Company agrees to furnish the Union with a copy of the minutes of the Safety Committee..
- 13.03 No employee shall be disciplined or discharged for refusal to work on any job, or in any work place or to operate any equipment where it is deemed by a representative of the Safety Committee that the situation is unsafe or unhealthy.



## **Article 14 - Pay Periods**

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14.01 The Company agrees to make provisions to pay every other Friday. Effective date of ratification, pay dates to be adjusted to coincide with feed plant pay dates.

## **Article 15 - Severance Pay**

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15.01 Should it become necessary to close the entire plant, or a particular section or sections of the said plant, on a permanent basis and an affected employee is not reemployed in this or any other of the Company's operations for a period of six (6) months, a separation allowance shall be paid to all affected employees on the current seniority list subject to the following:

- (a) The closure is not brought about by war, strike, walk-out, work stoppage, slow-down or other cessation of work, fire, government action, or act of God.
- (b) In order to qualify for separation allowance, employees must be ready, willing and able to work in a manner satisfactory to the Company as long as they are required to do so by the Company. However, the Company agrees that employees may resign from the Company prior to the established date of closure provided that those who are retained can perform the required work. Such resignations shall not disentitle the employee from severance pay and shall be on the basis of seniority with the most senior employee having the first option. Any dispute under this section may be referred to the Grievance Procedure.
- (c) The scale for separation allowance shall be based on the formula of number of years service minus three (3), times two (2) weeks pay for each year of service:
  - A. Example:  $(10 \text{ years} - 3) \times 2 = 14 \text{ weeks pay}$
  - B. Example:  $(10.5 \text{ years} - 3) \times 2 = 15 \text{ weeks pay}$
- (d) An employee shall have the option of taking severance pay or to remain on the payroll and the seniority list for possible recall. In this event, the Company shall hold the separation allowance until the employee requests payment, at which time 15.02 shall apply. If the employee is not recalled, or employed elsewhere in the Company within six (6) months, the separation allowance shall be paid by the Company forthwith.

15.02 Employees who receive separation pay under the provisions of Article 15.01 shall, in doing so, terminate both their seniority and employment relationship with the Company and shall have no further rights or privileges under this Agreement or any other labour Agreement or Agreements between the signing parties. Severance pay shall be payable to an employee on completion of his last shift prior to closure.

15.03 In respect of those employees who are eligible for separation allowance under this article the Company will continue to provide the group life insurance, dental plan, medical services plan, and extended health benefits plan as set out in Article 17.01, 17.02, and 17.06. Such coverage shall continue for a period of three (3) months following the month of separation.

15.04 Severance pay shall be payable to an employee receiving Weekly Indemnity or Workers' Compensation at the time of his last scheduled shift had he not been on Weekly Indemnity or Workers' Compensation. At the employee's option he may take his severance pay at the time of recovery.



## **Article 16 - Contracting Out**

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- 16.01 There shall be no contracting out of work presently performed by members of the bargaining unit without the mutual agreement of the Company and the Union.
- 16.02 The Company agrees not to arbitrarily contract out work, which has been or could be performed by the members of the bargaining unit, unless the Company proves beyond a reasonable doubt that a substantial economic gain will result.
- 16.03 The Company agrees to inform the Union by giving reasonable notice in writing, of its intention to undertake any farming out cost benefit study.
- 16.04 The Company agrees to prepare a cost/benefit report for each potential contracting out situation and further agrees to make the data which is used in the preparation of such a report available to the members (of the bargaining unit who have been appointed by the membership for this purpose.
- 16.05 The Union agrees not to arbitrarily withhold agreement on a contacting out situation from which a substantial economic gain will result.
- 16.06 The Company will review with the Union actual results from all contracting out situations on a thirty (30) day, sixty (60) day and ninety (90) day schedule during the initial contracting out period.

## **Article 17 - Employee Benefits**

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- 17.01 Life Insurance shall be provided at  $1\frac{1}{2}$  x 2080 hours x the employee's hourly rate at applicable Schedule "A" rates, excluding all premiums. The Company agrees to continue to provide Life Insurance coverage while an employee is on temporary lay-off not to exceed three (3) months, provided said employee has completed three hundred and twenty (320) days worked. The premium cost for this extension shall be shared fifty percent (50%) by the Company and fifty percent (50%) by the employee.
- 17.02 After thirty (30) days worked, the Company shall make available the Medical Services Plan of British Columbia and the Medical Services Association Extended Health Benefits Plan to employees **and their dependents**. Total cost of these plans is to be paid by the Company.
- 17.03 (a) Weekly Indemnity payments shall be paid on the basis of first (1st) day of accident not covered by Compensation and third (3rd) day of sickness. It is the employee's responsibility to seek a medical opinion by the third (3rd) day if he still feels unable to return to work.
- Accumulated sick time to be applied to first (1st) and second (2nd) day sickness shall be accrued as follows:
- One (1) day credit at seventy-five percent (75%) earnings for each month for which an employee has worked all shifts for which the employee has been scheduled, exclusive of overtime, to a maximum of six (6) days per calendar year. Maximum accumulation to be six (6) days. Absence due to approved time off shall not disentitle an employee to the above credit.
- (b) The Company may request that an employee present a doctor's certificate to substantiate his claim for benefit. The Company agrees to reimburse employees for



the first ten dollars (\$10.00) of obtaining such a certificate plus fifty percent (50%) of any additional amounts to a maximum of fifty dollars (\$50.00) per certificate towards the cost of providing such certificate.

- (c) An employee shall be covered by the Weekly Indemnity plan upon completion of two hundred and forty (240) actual days worked.
  - (d) Weekly Indemnity shall be paid on the following basis: Indemnity benefit to reflect seventy-five percent (75%) of weekly earnings. Benefit payable for a fifty-two (52) week period.
  - (e) The cost of the above plans to be paid one hundred percent (100%) by the employer.
- 17.04 (a) It is understood and agreed between the employer and the Union that Weekly Indemnity payments to entitled employees shall be the responsibility of the employer. If payment of valid claims is not made by the insurance company within two (2) weeks from the time that the employer receives the completed application, the employer shall then pay to the claiming employee an amount equal to his entitlement. Similarly, when payments are stopped by the carrier, while the employee's entitlement continues, the employee shall be able to claim the amount of his entitlement from the employer.
- (b) Payments made by the employer for claims later found to be invalid, or payments made by the employer which are later paid by the carrier, shall be returnable to the employer.

17.05 Workers' Compensation - Where an employee submits a claim to the Workers' Compensation Board which would, were it not for the existence of Workers' Compensation, entitle the employee to Weekly Indemnity benefits under this section and such claim is disputed or delayed at any level of adjudication by the Workers' Compensation Board, the employee may submit a claim for Weekly Indemnity benefits. If the Workers' Compensation Board later accepts responsibility for the payment of such disputed or delayed claim then Weekly Indemnity benefits received are to be reimbursed to the employer upon receipt of payment from the Workers' Compensation Board.

17.06 Dental Plan Effective May 1, 1995 the Company shall enter into the United Food and Commercial Workers Union, Local 1518 Dental Plan on the following basis:

The Company will contribute twenty-nine cents (29¢) per hour for each straight-time hour worked by all employees in the bargaining unit. Paid vacation and statutory holiday pay shall be considered as time worked for the purpose of this clause. Such contributions shall not exceed \$11.60 per employee per week.

If it is determined by actuarial advice that different contributions are required to maintain benefits under the plan, then the contributions shall be changed in amounts and on dates determined by such actuarial advice.

The terms and conditions of the plan shall govern coverage for employees of the Company.

17.07 After one hundred and eighty (180) days worked, including statutory holidays, employees shall join the existing Life Insurance Plan.

17.08 Pension Plan: The Company agrees to contribute fifty-three cents (53¢) per hour straight-time actually worked on behalf of each Employee covered by this Agreement. The



contribution shall be accompanied by a written statement showing the hours paid for each Employee.

Effective December 31, 1996 - amend 'fifty-three (53¢)' to read "sixty-eight cents (68¢)."

Effective December 31, 2001, amend "sixty-eight cents (68¢)" to read "eighty-eight cents (88¢)."

## **Article 18 - Notices**

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- 18.01 The notices provided for in Articles 23 and 21 shall be sent by mail addressed, if to the Union, to the President of the Union and if to the Company, to Green Valley Fertilizer Limited, **33815 Enterprise Avenue**, Abbotsford, BC **V2S 7T9**.
- 18.02 The Company agrees that the Union may post notices in the operations on notice boards supplied by the Company. The Union agrees that it will not distribute or post any pamphlets, advertising or political matter, cards, notices or any kind of literature within the said works or its appurtenances except as provided in this Agreement.

## **Article 19 - Work Clothing**

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- 19.01 The Company agrees to provide employees who have worked one hundred and eighty (180) days, with a coverall maintenance program including cleaning and repairing of coveralls at no cost to the employee. Each employee shall be issued five (5) pair of coveralls and on termination or layoff shall be responsible for returning five (5) pair of coveralls to the Company. The Company shall supply raingear and safety-toed rubber boots where agreed to between local Management and the local Union Committee.
- 19.02 The Company agrees to grant a safety boot allowance of up to one hundred and twenty-five dollars (\$125.00) per year on proof of purchase of WCB-approved safety boots to employees with one hundred and eighty (180) days work or more with the Company.

## **Article 20 - Jury Duty**

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- 20.01 An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall, on submission of proof of jury duty or witness requirements be granted a Leave of Absence with pay for the required period of absence, and all jury or witness fees received by the employee shall be remitted to the Company.

## **Article 21 - Termination of Agreement**

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- 21.01 This Agreement shall become effective on the 1st day of January, **2004** and shall remain in full force and effect until the 31st day of December, **2006**.
- 21.02 Either party may, on ten (10) clear days' notice in writing require the other party to enter into negotiations for the renewal of the Agreement within the period of four (4) months prior to the expiry date and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to secure such renewal.



21.03 During the period of negotiations resulting from any of the provisions above this Agreement shall remain in full force and effect.

21.04 The party giving notice in accordance with Section 2 hereof shall at the same time as such notice is issued and the party receiving the notice shall within ten (10) days of his receipt of such notice respectively present to the other party any proposed modifications or revisions of this Agreement.

## **Article 22 - Schedule "A" - Wages**

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### **January 1, 2003**

	Start Rate	Rate After 60 Days Worked
Production I	20.43	20.93
Production II	18.88	19.38
Seasonal (less than 20 continuous weeks)	12.25	12.75

- (a) **Effective January 1, 2004, Miles Waite will be classified at Production I rate.**
- (b) **Effective January 1, 2004, January 1, 2005, and January 1, 2006, all employees will receive a one percent (1%) increase on the Production I rate.**
- (c) **Effective January 1, 2004, reduce Production II rate by \$4.38 per hour, to \$15.00 per hour.**
- (d) **Effective January 1, 2006, all employees will receive a one percent (1%) increase on the Production II rate.**
- (e) **Effective DOR, all employees who ratify the Agreement will receive a one-time signing bonus of \$50.00 per month worked in the last twelve (12) months, less applicable deductions.**

### **January 1, 2004**

	Start Rate	Rate After 60 Days Worked
Production I	20.63	21.14
Production II	15.00	15.00
Seasonal* (less than 20 continuous weeks)	12.25	12.75

**\*Upon completion of twenty (20) continuous weeks, Seasonal Employees will be eligible to apply for posted vacancies as outlined in Article 8.03 of this Agreement.**





**January 1, 2005**

	Start Rate	Rate After 60 Days Worked
Production I	20.84	21.35
Production II	15.00	15.00
Seasonal* (less than 20 continuous weeks)	12.25	12.75

**\*Upon completion of twenty (20) continuous weeks, Seasonal Employees will be eligible to apply for posted vacancies as outlined in Article 8.03 of this Agreement.**

**January 1, 2006**

	Start Rate	Rate After 60 Days Worked
Production I	21.05	21.56
Production II	15.00	15.15
Seasonal* (less than 20 continuous weeks)	12.25	12.75

**\*Upon completion of twenty (20) continuous weeks, Seasonal Employees will be eligible to apply for posted vacancies as outlined in Article 8.03 of this Agreement.**

## **Article 23 - Grievance Procedure**

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23.01 The Company agrees to recognize one (1) departmental Steward. The Union shall notify the Company in writing of the name of the Steward. It is understood that a Steward shall, after consultation with his Foreman, be permitted during his working hours without loss of time and pay to leave his regular duties for a reasonable length of time in order to investigate and settle any grievances brought to his attention.

23.02 The Union shall elect and the Company shall agree to recognize a Union Grievance person.

23.03 Any dispute, grievance or misunderstanding hereinafter called "grievance" involving occupational classification, wages, seniority, hours of work or working conditions which any employee or group of employees may desire to discuss and adjust with the Company shall be handled as follows:

Step 1

Between the Union Steward (with or without the grievor) and the Plant Manager. A decision must be rendered within two (2) working days, unless mutually agreed otherwise. Failing settlement at this step, the matter shall then be referred to:

Step 2

By the Grievance Committee of the Union who shall take the matter up with the Committee designated by the Company. Outside representatives of the Union may be called in if so desired. A decision to be rendered within three (3) working days unless mutually agreed otherwise. All grievances at this stage are to be in writing. Settlements concluded at any step of this grievance procedure shall be final and binding upon the parties to this Agreement.

23.04 All the decisions arrived at by the agreement between the Company and the Union Grievance Committee with respect to any grievance shall be made in writing and shall be final and binding upon the Company and the Union.

- 23.05 The time limits specified in this Article 23 shall be deemed to be exclusive of Sundays and those holidays described in Article 5, Section 5.02 of this Agreement.
- 23.06 Any grievance or other matter in dispute between the Company and the Union involving the interpretation or alleged violation of any Article of this Agreement may, in the event of failure to reach agreement thereon, be referred by either party to arbitration by an Arbitration Board in accordance with the following procedure.
- 23.07 The decision of the majority of the Arbitration Board on the matter at issue shall be final and binding on both parties but in no event shall the Arbitration Board have the power to add to, subtract from, or alter or amend this Agreement in any respect.
- 23.08 Each party shall pay its own costs and the fees and expenses of witnesses called by it and of its representatives. The fees and expenses of the Chairman shall be shared equally between the parties.
- 23.09 The Company agrees to notify the Union in writing of the reason for the discharge of any employee, on the day such action is taken. Any discharge may be discussed as a grievance. In the event that an employee is discharged and after subsequent investigation is exonerated and reinstated, he shall be reimbursed for the time lost by reason of such discharge on the basis of his normal daily hours of work or such lesser compensation as may be deemed fair in the circumstances by decision in accordance with 23.04 of Article 23.
- 23.10 (a) A written warning will be disregarded after one (1) calendar year provided there has been no other written warning for the same type of offense during that period.
- (b) The contents of an employee's personnel file shall be made available to the employee upon request, provided that the examination of the file is made on the employee's own time and in the Company office. The employee may request that a Steward be present.
- 23.11 The party desiring to submit a matter to arbitration shall deliver to the other party a notice of intention to arbitrate. This notice shall state the matter at issue and shall state in what respect the agreement has been violated or misinterpreted by reference to the specific clause or clauses relied upon. The notice shall also stipulate the nature of the relief or remedy sought.
- 23.12 Within five (5) days after the date of delivery of the foregoing notice, the party initiating arbitration shall notify the other party of the name of its representative on the Arbitration Board and the other party shall appoint its representative within five (5) days of receipt of this notification.
- 23.13 In the event that either party shall fail to appoint a representative to the Arbitration Board within the time provided, the other party may request the Minister of Labour of the Province of British Columbia to appoint a representative on behalf of the defaulting party.
- 23.14 When the representatives have been appointed they shall meet forthwith to choose a Chairman who with the two (2) representatives shall constitute an Arbitration Board.



- 23.15 Should the representatives fail within five (5) days to agree on a Chairman, the Minister of Labour of the Province of British Columbia may be requested by representatives of either of them to appoint a person who shall be Chairman of the Arbitration Board.
- 23.16 After the Arbitration Board has been formed by the foregoing procedure, it shall meet with all members present and hear the evidence of both parties and render a decision within seven (7) days after the completion of taking evidence.
- 23.17 The time limits specified herein shall be deemed to be exclusive of Sundays and those holidays described in Article 5, Section 5.02 of this Agreement and may be extended by mutual consent of the parties or by the Arbitration Board.

**SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ .**

**SIGNED ON BEHALF OF THE UNION**  
United Food & Commercial Workers Union, Local  
1518

**SIGNED ON BEHALF OF THE COMPANY**  
Green Valley Fertilizer Limited

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J.B. Wells  
Director, Industrial Sector



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