

FIRST
COLLECTIVE AGREEMENT

BETWEEN:

HERTEL MEATS LTD.
(“Employer”)

AND:

UFAWU-CAW
(“Union”)

July 18, 2005 to July 17, 2008

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ARTICLE 1 – PARTIES

1.01 Parties To The Agreement

This Agreement is made and entered into by and between:

HERTEL MEATS LTD.
(hereinafter termed the "Employer")

Party Of The First Part

and

UFAWU-CAW
(hereinafter termed the "Union")

Party Of The Second Part

as evidenced by signature(s) of their duly authorized representative(s) hereinafter affixed.

ARTICLE 2 - PREAMBLE

2.01 Purpose Of Agreement

It is the intent of the Parties through this Agreement to:

- (a) Establish and maintain harmonious relations between the Employer and the Union and between the Employer and its Employees represented by the Union;
- (b) Establish and maintain mutually satisfactory terms and conditions of employment for Employees of the Employer who are subject to the provisions of this Agreement;
- (c) Provide an equitable method of resolving disputes and grievances arising out of the terms and conditions of this Agreement;
- (d) Establish and maintain collective bargaining relations between the Employer and the Union;
- (e) Promote the most efficient and productive operation of the Employer's business.

ARTICLE 3 - INTERPRETATION

3.01 Interpretation Subject To Applicable Law

This Agreement shall be interpreted in its entirety and in accordance with the applicable laws of the Province of British Columbia and the Dominion of Canada.

3.02 Headings

The headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid to interpretation.

3.03 Gender/Singular And Plural

In this Agreement, whenever the male pronoun is used, it shall be deemed to include the female pronoun and vice versa and whenever the singular is used, it shall be deemed to include the plural, and vice versa.

3.04 No Guarantee Of Employment Or Hours Of Work

Nothing contained in this Agreement shall be construed or interpreted as a guarantee of employment or hours of work.

3.05 Incorporated Documents

Except as expressly provided otherwise, all appendices to this Agreement and all attached letters or memoranda of agreement, understanding or intent signed by and between the Employer and the Union shall be deemed to form part of and be incorporated into this Agreement as if set forth in full herein in writing, and shall so apply.

ARTICLE 4 - DEFINITIONS

The following definitions shall apply throughout this Agreement, unless in a given context there is an alternative meaning for a particular word, expression or phrase which is clearly and unambiguously expressed, in which case such alternative meaning shall prevail:

4.01 Agreement

"Agreement" means this Collective Agreement and all documents expressly incorporated by reference in accordance with Clause 3.05 or any other provisions of this Agreement.

4.02 Anniversary Date

"Anniversary Date" means the calendar date which recurs at exactly one (1) year intervals subsequent and identical to an Employee's date of employment by the Employer within the bargaining unit, except as expressly provided otherwise by this Agreement.

4.03 Base Hourly Rate

"Base Hourly Rate" means the hourly amount paid (per Appendix "A") to an Employee, exclusive of any overtime pay; vacation pay; Statutory Holiday pay; any premium or penalty pay; or any other additional pay for work performed or deemed to have been performed in accordance with this Agreement.

4.04 Continuous Service or Continuous Employment

"Continuous Service" or "Continuous Employment" means the uninterrupted period of time between an Employee's date of hire and the Employee's date of termination, inclusive, during which the Employee is considered, in accordance with the express provisions of this Agreement, to remain an Employee covered by this Agreement, subject to the provisions of Clause 13.01(b).

4.05 Employee

"Employee" means a person employed by the Employer within the jurisdiction of the Union's "Order Of Certification" who is subject to the terms and conditions of this Agreement.

4.06 Party

"Party" means one (1) of the Parties to this Agreement, either the Employer or the Union, as the case may be.

4.07 Parties

"Parties" means the Employer and the Union who are signatories to this Agreement.

4.08 Permanent Promotion

"Permanent Promotion" means an increase in the base hourly rate per Appendix "A" for an Employee secured by that Employee being the successful applicant for a posted job classification vacancy under Article 15, subject to the provisions of Clause 15.03.

4.09 Rest Day (Day Of Rest)

"Rest Day" ("Day Of Rest") means a day on which an Employee is not required to work that does not involve a Statutory Holiday, or day in lieu; vacation; or a leave of absence.

ARTICLE 5 – SCOPE AND UNION RECOGNITION

5.01 Scope

This Agreement applies to all Employees of the Employer included in the bargaining unit for which the Union is certified under the Labour Relations Code of British Columbia.

5.02 Union Recognition

The Employer recognizes the Union as the exclusive collective bargaining agent for all Employees in the bargaining unit.

ARTICLE 6 – BARGAINING UNIT WORK CONSIDERATIONS

6.01 Cross-Utilization Of Employees

Each Employee shall be obliged to perform any work within the bargaining unit as directed by the Employer, without regard to job classification. Employees in a higher rated job classification who perform work in a lower rated job classification shall maintain their current wage rate per Appendix “A”, except as expressly provided otherwise by this Agreement. Employees in a lower rated job classification who perform work in a higher rated job classification may be entitled, when applicable, to additional pay in accordance with Clause 16.02 of this Agreement.

6.02 Contracting Out

- (a) The Employer shall consult with the Union prior to contracting out any work normally performed by Employees in the bargaining unit if the direct result will be the layoff such that they are without work of any of these Employees. The purpose of this consultation between the Employer and the Union will be to discuss the options and explore the alternatives. Such consultation must take place within five (5) consecutive calendar days of a request for this purpose by the Employer to the Union, otherwise the Employer shall have the right to proceed with the contracting out unless the aforesaid time limit is extended by mutual agreement between the Parties.
- (b) The Union agrees that it shall not be considered contracting out when the Employer purchases product from an external source to fill or complete an order for a customer that by using bargaining unit personnel per current schedule and paid at straight-time wage rates cannot be filled or completed within the time period for delivery as required by the customer.

6.03 Performance Of Bargaining Unit Work By Management Personnel

Work normally performed by Employees in the bargaining unit shall not be performed by management personnel save and except as follows:

- (a) in an emergency;
- (b) in unplanned situations;
- (c) on testing or experimental work;
- (d) in the instruction or training of Employees including, but not limited to, demonstrating the proper use of any work-related thing or the proper method to accomplish any work-related task; and/or
- (e) to prevent potential injury to Employees or damage to any property of the Employer.

ARTICLE 7 - UNION MEMBERSHIP AND DUES

7.01 Union Membership

(a) Employees Prior To Effective Date Of First Agreement

- (i) Employees who were members of the Union on or before the date of certification of the Union by the Labour Relations Board of British Columbia shall remain members of the Union as a condition of employment.
- (ii) Employees who were not members of the Union prior to the date of certification of the Union by the Labour Relations Board of British Columbia may become members of the Union if they want to, but they shall not be required to do so. However, all these Employees must pay the Union the dues prescribed by this Article, as such payment is required by the *Labour Relations Code* of British Columbia. (See Section 6(3)(f) of the Code.) If in future any of these Employees voluntarily become members of the Union they must thereafter remain members of the Union as a condition of employment.

(b) New Employees

New Employees hired subsequent to the effective date of this Agreement shall become and remain members of the Union as a condition of employment effective on and from the date of commencement of their employment.

7.02 Union Initiation Fee And Dues Authorization

Each Employee in the bargaining unit shall, as a condition of employment, execute an authorization form approved and supplied by the Union providing for the deduction from the Employee's wages the amount of the initiation fee and the regular monthly dues owing or payable to the Union, as established by the Union.

7.03 Union Initiation Fee And Dues Deduction

- (a) The Employer shall, as a condition of employment, deduct from the wages of each Employee the amount of the initiation fee owing or payable to the Union, as established by the Union, upon receipt of written authorization for that purpose from the Employee.
- (b) The Employer shall, as a condition of employment, deduct from the wages of each Employee the amount of the regular monthly dues owing or payable to the Union, as established by the Union, upon receipt of written authorization for that purpose from the Employee.
- (c) The Employer shall begin the deduction of monthly dues from the first pay to which the Employee is entitled following the employee's written authorization, subject to the provisions of Clause 7.01(b) above.

- (d) Before the Employer is obliged to deduct any amount pursuant to this Article, the Union must advise the Employer in writing of the amount to be so deducted. The amount advised shall continue to be the amount to be deducted until changed by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of thirty (30) calendar days written notice in advance of the implementation date of any change in deductions pursuant to this Article.
- (e) The Union recognizes and agrees that the Employer's obligation to deduct the Union initiation fee and dues is especially restricted to making only such deductions as are permitted by law and by the valid authorization of each Employee.
- (f) The Union shall indemnify the Employer and hold it harmless against any and all suits, claims, demands and liability that shall arise out of, or by reason of any action taken or not taken by the Employer for the purposes of complying with the provisions of this Article.

7.04 Remittance Of Deductions

All deductions made by the Employer pursuant to this Article shall be remitted to the Union within one (1) month of the date of deduction and shall be accompanied by information specifying the names of the Employees from whose wages such deductions have been made and the amount in each case.

7.05 Dues Assignment Revoked

The Union agrees that, should an Employee revoke the assignment described in Clause 7.02 above, the Employer must forthwith cease to make the related deductions. It is mutually agreed between the Parties that any further action to be taken by the Employer in consequence with such revocation shall be taken only by the written instructions of the Union. The Employer shall provide the Union with a copy of any revocation of authorization received by the Employer.

7.06 Record Of Union Deductions (T4 Slips)

The Employer shall supply each Employee, without charge, with a record for income tax purposes indicating the amount of applicable deductions paid to the Union by the Employee in the previous calendar year. Such record shall be provided to each Employee prior to March 1 of the succeeding calendar year.

7.07 Union Related Discrimination Prohibited

Neither the Union nor the Employer shall discriminate against any Employee for reasons related to union membership, non-membership in the union, or lawful union activity.

7.08

Hiring Consideration For External Union Candidates

When hiring, the Employer shall give consideration to external candidates who are members in good standing of the Union. For this purpose, the Union shall from time to time submit to the Employer a list of the names of unemployed Union members with details about their work history and contact information. The hiring or not of any such external Union candidates shall be subject to the sole discretion of the Employer and shall not be grievable under this Agreement.

ARTICLE 8 - UNION REPRESENTATION

8.01

Union Representatives

- (a) The Employer recognizes the Union's right to select Shop Stewards to represent Employees under this Agreement on behalf of the Union. The Union specifically agrees that such Shop Stewards must be Employees in the bargaining unit who have completed their probation period.
- (b) The Union shall notify the Employer in writing of the names of the persons authorized to represent the Union for the purposes of this Agreement and shall promptly notify the Employer in writing of any changes in these names. Until such written notification is in each case received by the Employer, the Employer shall not be obliged to acknowledge any individual's authority to represent the Union.
- (c) This Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of a duly authorized representative of each of the Parties. However, the Parties specifically agree that no representative of the Union from within the bargaining unit shall have the power or the authority to change the provisions of this Agreement except as duly authorized by the Union to do so on a case by case basis by prior written notice given by the Union to the Employer attesting to any such authorization.

8.02

Time Off Work For Union Business

- (a) It is agreed that time off work for any Shop Steward(s) or any other Union representative(s) and/or any Employee(s) from within the bargaining unit to attend any meeting(s) with any representative(s) of management with respect to matters covered by this Agreement shall be deemed to be time worked and paid accordingly by the Employer, subject to the following conditions:
 - (i) All such paid time off work for any Shop Steward(s) or any other Union representative(s) and/or any Employee(s) from within the bargaining unit must be approved in advance and scheduled by the Employer's Manager Of Human Resources, or delegate.

- (ii) The Employer shall not be obliged to provide such paid time off work to more than a total of three (3) persons from within the bargaining unit, including Employee(s), Shop Steward(s) and/or Union representative(s), for the purposes of attending any one (1) meeting with any representative(s) of management.
 - (iii) All such paid time off work for any Shop Steward(s) or any other Union representative(s) and/or any Employee(s) from within the bargaining unit shall be scheduled by the Employer's Manager Of Human Resources, or delegate, in a manner so as to minimize disruption of the Employer's operations; however, such paid time off work shall not be unreasonably withheld.
 - (iv) Under no circumstances shall the Employer be obliged to pay any overtime or any other premium, penalty or additional pay for the purposes of this Clause 8.02(a).
 - (v) Each meeting requested by the Union or any of its representatives with the Employer or any of its representatives that is subject to the provisions of this Clause 8.02(a) must be convened by the Employer within no less than thirty (30) consecutive calendar days from the date of submission of each such request.
- (b) Except for attending meetings with management with respect to matters covered by this Agreement or as otherwise expressly provided by this Agreement, Shop Stewards and any other Union representatives and Employees from within the bargaining unit shall all conduct Union business outside their working hours, exclusive of rest and meal breaks, and under no circumstances shall the Employer's operations be disrupted or the Employer incur any cost.

8.03 Leave Of Absence For Union Business

(a) Union Leave – Short Term

The Employer may grant a leave of absence without pay to no more than two (2) Employees at any one (1) time to attend Union functions. Such leave will only be granted if the Employer receives at least seven (7) calendar days advance notification in writing from the Union requesting the leave. The total of such leave of absence in any calendar year shall not exceed one hundred twenty (117) missed straight time hours of work. Subject to the Employer's operational needs, leave under this Clause 8.03(a) will not be unreasonably denied by the Employer.

(b) Union Leave - Extended

(i) Employees who are acting as full-time officers or representatives of the Union or who are hired, elected or appointed to positions representing the Union beyond the scope of the Employer's operations shall be granted an unpaid leave of absence to perform their duties, with the time involved considered as service, for seniority purposes only, with the Employer.

- (ii) An Employee on leave pursuant to this Clause 8.03(b) may elect to continue some or all of the benefit plan coverage provided by this Agreement in which case such Employee shall be responsible for reimbursing the Employer on a monthly basis for the full cost of such continued coverage, unless the Union makes such monthly payments on behalf of the Employee.
- (iii) On conclusion of a leave of absence under this Clause 8.03(b) the Employee shall be returned by the Employer to his or her former job classification. The Employee must provide the Employer with at least thirty (30) calendar days advance notification in writing confirming the date the Employee will be returning to work upon the conclusion of such leave.

8.04 Union Access To Employees

The Employer agrees that access to its premises shall to allowed to an authorized representative of the Union from outside of the bargaining unit for the purpose of administering this Agreement on the understanding that the Employer's operations will not be disrupted and upon reasonable advance notice, in which case such permission shall not be unreasonably denied. The Union specifically agrees to make every reasonable effort to limit all contact by any external representative of the Union with any bargaining unit Employees to non-working time. The Employer specifically reserves the right to prohibit access by any authorized representative of the Union from outside of the bargaining unit to any area deemed by the Employer as having information or processes that are confidential to the operation of the Employer's business.

8.05 Union Notice Board

The Employer shall provide one (1) bulletin board which will be placed in the lunchroom for use by the Union to post Union notices. No such notice shall contain any content which is immoral, illegal or discriminatory in nature.

8.06 Union Orientation For New Employees

New Employees shall be given union orientation in one (1) time period of up to fifteen (15) minutes by one (1) Shop Steward during their initial thirty (30) calendar days of employment, if requested in each case by the Union. Paid time off work for these purposes, at the applicable straight-time hourly rates per Appendix "A", shall be granted by the Employer to the new Employee(s) and the Shop Steward. All such paid time off work must be approved in advance and scheduled by the Employer's Manager Of Human Resources, or delegate, who will schedule union orientation in a manner that attempts to have it done at the beginning of a shift but in any event minimizes the disruption, if any, of the Employer's operations. Such union orientation shall not be scheduled to be done at the end of a shift.

ARTICLE 9 - MANAGEMENT RIGHTS

9.01 Management Rights

The Union recognizes and agrees that all rights to manage and direct its operations and Employees in the bargaining unit are retained by the Employer, except as expressly limited by this Agreement or by applicable law.

ARTICLE 10 – JOINT LIAISON COMMITTEE

10.01 Establishment Of Joint Liaison Committee

The Employer and the Union hereby agree to establish a Joint Liaison Committee to consist of two (2) representatives of each Party, with each Party selecting its own representatives subject to its sole discretion. The Union specifically agrees that its representatives must be Employees in the bargaining unit. The Employer agrees that these two (2) representatives of the Union may be assisted at any meeting of the Joint Liaison Committee by a Union representative from outside of the bargaining unit, the latter of whom shall have voice but no vote recognition.

10.02 Responsibilities Of The Committee

- (a) The Committee shall be empowered to discuss and make non-binding recommendations on matters referred to it by mutual agreement of the Parties.
- (b) Subjects discussed by the Committee shall not include any matter being processed under the grievance or arbitration procedures contained in this Agreement, or any current collective bargaining matter, unless mutually agreed otherwise by the Parties.

10.03 Committee Meetings

- (a) The Committee shall meet as necessary at the request of either the Employer or the Union with the objective being to hold at least four (4) meetings in each calendar year but not more than one (1) meeting in any calendar month. No meeting of the Committee shall exceed two (2) hours in length, unless extended on a case by case basis by unanimous agreement among the Employer and the Union representatives who are in attendance.
- (b) Scheduling of Committee meetings and paid time off work for Union representatives from within the bargaining unit to attend shall be governed by Clause 8.02 of this Agreement.
- (c) Minutes shall be kept of all meetings of the Committee and a copy shall be provided to each Committee member, the Employer and the Union. Adoption of these minutes shall be subject to approval by both the Employer and the Union representatives on the Committee who are in attendance at each given meeting.

ARTICLE 11 - NO STRIKE OR LOCKOUT

11.01 No Strike Or Lockout

The Parties hereto agree that there shall be no strike or lockout while this Agreement continues to operate in accordance with the applicable provisions of the Labour Relations Code of British Columbia, or any successor legislation.

ARTICLE 12 - PROBATION PERIOD

12.01 Probation Period Defined

- (a) A new Employee shall be considered on probation for the first one hundred eighty (180) consecutive calendar days of employment, commencing on and from each such Employee's latest date of hire by the Employer.
- (b) The probation period may be extended by mutual agreement between the Employer and the Union.

12.02 Termination Of An Employee On Probation

The test of cause for termination of an Employee on probation shall be a test of the Employee's suitability for continued employment in the position in which he or she is employed, provided that the factors involved in determining such suitability could reasonably be expected to affect work performance.

ARTICLE 13 - SENIORITY

13.01 Definition Of Seniority

- (a) Seniority shall be defined as the length of an Employee's continuous service with the Employer within the bargaining unit, subject to the provisions of this Article 13.
- (b) Notwithstanding anything, however, each Employee in the bargaining unit on July 18, 2005 shall be given credit for continuous service for the entire time period between his or her last date of hire by the Employer and July 18, 2005 and such continuous service shall apply for all applicable purposes under this Agreement.

13.02 Determining Seniority For Employees Hired On Same Day

When two (2) or more Employees commence work with the Employer on the same day their relative seniority shall be determined by a method of random selection chosen by mutual agreement between the Employer and the Union.

13.03 Seniority Accrual For Employees When Absent From Work

Except as expressly provided otherwise by this Agreement, seniority shall continue to accrue for any Employee who is absent from work due to rest days; Statutory Holidays or days in lieu; vacation; any leave of absence including, but not limited to, with respect to illness, injury, disability or other medical condition or Workers' Compensation; or any other approved time off work pursuant to this Agreement, for the duration of any such absence from work. Seniority for any Employee shall also continue to accrue for the duration of the recall period prescribed by Article 28 of this Agreement.

13.04 Calculation Of Seniority - Probationary Employees

Employees on probation under Article 12 shall accrue seniority during their probation period.

13.05 Service Outside The Bargaining Unit

- (a) Service with the Employer outside the bargaining unit shall not count for seniority purposes under this Article, save and except as expressly provided otherwise by this Agreement [See Clause 13.01(b)].
- (b) An Employee who accepts a position with the Employer outside of the bargaining unit shall accrue seniority for a period not to exceed six (6) consecutive months from the date of commencement of such work. Upon expiration of this time limit, and continuation in the position outside of the bargaining unit, the Employee shall lose all seniority accumulated under this Agreement.

13.06 Loss Of Seniority

An Employee shall lose his or her seniority and the employment relationship under this Agreement shall be severed in the event that:

- (a) the Employee is discharged for just cause or otherwise terminated and subsequently not reinstated;
- (b) the Employee voluntarily terminates employment or otherwise resigns his or her position;
- (c) the Employee retires;
- (d) the Employee is laid off and recalled and fails to return to work in accordance with this Agreement or is laid off and not recalled to work prior to expiration of the applicable recall period;
- (e) the Employee accepts any severance pay arising out of this Agreement or the *Employment Standards Act* of British Columbia;
- (f) the Employee accepts any position with the Employer outside of the bargaining unit, except as expressly provided otherwise by this Agreement;

The Employer reserves the right to terminate an Employee for abandonment of position and the Union reserves the right to grieve any such action by the Employer.

13.07 Seniority List

- (a) The Employer shall compile and maintain an up-to-date seniority list including, but not limited to, the name, job classification, and seniority date of each Employee in the bargaining unit.
- (b) The seniority list described in Clause 13.07(a) above shall be sent by the Employer to the Union at three (3) month intervals. At the same time, the Employer shall provide the Union with a list setting out the name, home address and current contact telephone number for each Employee in the bargaining unit as last provided by each such Employee to the Employer.
- (c) The seniority list described in Clause 13.07(a) above shall be posted by the Employer on the Union bulletin board within the workplace one (1) time in each calendar year for the information of bargaining unit Employees.

ARTICLE 14 - ESTABLISHING JOB CLASSIFICATIONS AND WAGE RATES

14.01 Existing Job Classifications And Wage Rates

The job classifications recognized under this Agreement and their respective wage rates by base hourly rate and step-on-scale structure are set out in Appendix “A” of this Agreement.

14.02 Employer Right To Introduce New And/Or Changed Job Classifications

The Union recognizes the right of the Employer to introduce new or changed job classifications at any time, subject to the provisions of Clause 14.03 below.

14.03 Resolving The Wage Rate For A New Or Substantially Changed Job Classification

Before the Employer introduces a new or substantially changed job classification, the Employer shall meet with the Union and attempt to resolve an appropriate base hourly rate and step-on-scale structure.

In the event that the Parties cannot agree on the base hourly rate and/or step-on-scale structure when an existing job classification is to be substantially changed or a new job classification is to be created, as the case may be, the Employer shall have the right to implement the base hourly rate and step-on-scale structure proposed by the Employer, and the Union shall have the right to grieve by submitting the matter immediately to arbitration in accordance with Article 27, in which case the arbitrator shall have the authority and the jurisdiction to change or add to the terms and conditions of this Agreement with respect to implementation of his or her decision.

14.04 Retroactivity

Any pay adjustment arising pursuant to this Article shall be made as of the date the new or substantially changed job classification was first implemented by the Employer.

ARTICLE 15 - FILLING JOB CLASSIFICATION VACANCIES

15.01 Vacancies – Job Posting Requirements

- (a) Subject to the Employer’s needs, vacancies in existing or new job classifications shall be posted in a conspicuous location for at least fourteen (14) consecutive calendar days to give all Employees an opportunity to apply for the vacancies on forms supplied by the Employer.
- (b) Bargaining unit Employees can submit to the Employer in writing an “expression of interest” at any time in any given calendar year to be considered by the Employer for the next available opening during that calendar year in one (1) or more job classifications listed by each Employee, which list the Employee shall have the right to change at any time during that calendar year as long as this is done prior to any job posting to which the list is intended to apply. Such submission shall be deemed to be a standing application for the given calendar year for any posted vacancy for the job classification(s) listed by each Employee. The Employer shall provide a standard “expression of interest” form to be used for this purpose.
- (c) Vacancies filled by recall pursuant to the applicable provisions of Article 28 (Displacement, Layoff And Recall) of this Agreement or by “short-term recall” under Letter Of Understanding No. 6 shall not require any job posting by the Employer.
- (d) The Employer reserves the right to withdraw a job classification vacancy posting at any time.

15.02 Eligibility For Posted Job Classification Vacancies

All Employees shall be eligible to apply and be considered for any posted job classification vacancy including during their probation period under Article 12 and while on layoff with subsisting recall rights under Article 28. In the latter case, laid off Employees can submit to the Employer in writing an “expression of interest” at any time in any calendar year, so long as they have subsisting recall rights, to be considered by the Employer for the next available opening during that calendar year in one (1) or more job classifications listed by each such Employee, which list the Employee shall have the right to change at any time during that calendar year as long as this is done prior to any job posting to which the list is intended to apply and so long as the Employee has subsisting recall rights.

Such submission shall be deemed to be a standing application for the given calendar year for any posted vacancy for the job classification(s) listed by each laid off Employee. Until such “expression of interest” form is submitted by a laid off Employee, the Employer shall not be obliged to consider the Employee for any posted job classification vacancy; however, the Employee’s recall rights shall still apply. The Employer shall provide a standard “expression of interest” form to be used for this purpose.

15.03 Relative Ability Clause Governing Job Selection

- (a) When openings for promotions or when vacancies for classified jobs occur, they shall be posted by the Employer. The choice of employees to fill such positions shall be made on the basis of skill, ability and seniority with seniority to be the prime factor when skill and ability of candidates are equal.
- (b) When seniority is applied as the prime factor for the purposes of Clause 15.03(a) above, it shall be done from highest seniority to lowest seniority, in that order, such that the candidate with the highest seniority shall be the first employee to be selected.
- (c) It is understood and agreed that a pre-requisite to securing any “Journeyman” job in the bargaining unit shall be current possession of applicable valid certification.

15.04 Trial Period And Return To Former Position

An Employee who has been selected to fill a posted job classification vacancy under this Article shall have the right, subject to his or her sole discretion, to return to the job classification he or she held immediately prior to such change of position provided that this right is exercised by the Employee before completing two hundred forty (240) straight-time hours or within ninety (90) consecutive calendar days from the date upon which the Employee actually starts work in the new job classification, whichever results in the earlier deadline date. Equally, the Employer shall have the right within the same time period(s) to reassign the Employee to his or her previous job classification if the Employee is not capable of performing the work to a reasonable standard. In either case, the Employee shall resume the base hourly rate of pay and step-on-scale held by the Employee in his or her previous job classification immediately prior to starting work in the new job classification. Any other Employee moved as a result of such reassignment shall also be returned to former position and former base hourly rate of pay and step-on-scale and anyone hired may be terminated without notice.

15.05 Wage Rate Upon Permanent Promotion

An Employee who secures a permanent promotion through the job posting provisions of this Article and thus moves from a lower rated job classification into a higher rated job classification shall become subject to the step-on-scale base hourly wage rates and progression per Appendix “A” for the higher rated job classification. Such Employee shall initially be placed at the step-on-scale base hourly wage rate in the higher rated job classification which is closest to the step-on-scale base hourly wage rate the Employee was receiving in the applicable lower rated job classification immediately prior to the move by the Employee into the higher rated job classification; however, this must result in an increase in the Employee’s step-on-scale base hourly wage rate.

ARTICLE 16 - WAGES

16.01 Wages Rates

The job classifications recognized under this Agreement and their respective wage rates by base hourly rate and step-on-scale structure are set out in Appendix "A" of this Agreement.

16.02 Work In Higher Rated Job Classification

An Employee assigned to perform a higher rated job for more than four (4) hours in a given work day other than for his or her own training will be paid the appropriate higher rate for all hours while performing such work. For these purposes, the appropriate higher rate shall be the "start" rate per Appendix "A" for the given higher rated job classification in which the work is performed.

16.03 Employees To Be Paid Bi-Weekly

(a) Employer To Pay Bi-Weekly

The Employer shall pay Employees on a bi-weekly basis for the life of this Agreement. The maximum holdback period shall be seven (7) calendar days. The Parties agree that when a Statutory Holiday falls on a pay day wages shall be paid on the calendar day immediately preceding the Statutory Holiday.

(b) Statement Of Earnings And Deductions

Each Employee entitled to pay for a given pay period shall be provided by the Employer with a detailed statement of earnings and any deductions for that pay period.

(c) Pay By Direct Deposit – Employer Option

The Employer shall have the option at any time to introduce a system of pay by direct deposit, upon at least thirty (30) consecutive calendar days prior written notice to the Union. In such case, each Employee must give to the Employer appropriate deposit information for a financial institution of the Employee's choice, which choice can subsequently be changed by the Employee upon at least thirty (30) consecutive calendar days prior written notice to the Employer.

(d) Rounding Of Base Hourly Rates

All base hourly rates are rounded to the nearest whole cent as follows:

- (i) 0.50 and over is rounded up to the next higher whole cent;
- (ii) 0.49 and under is rounded down to the next lower whole cent.

ARTICLE 17 - HOURS OF WORK

17.01 Normal Straight Time Hours Of Work

The normal straight time hours of work assigned by the Employer shall conform with the following:

(a) Per Work Day

not more than eight (8) hours in any one (1) day;

(b) Per Work Week

not more than forty (40) hours in any week;

All hours worked in excess of the above shall be paid at overtime rates, except as allowed otherwise by the *Employment Standards Act* of British Columbia.

17.02 Minimum Daily Hours Of Work

The minimum daily hours of work for Employees shall be governed by the *Employment Standards Act* of British Columbia.

17.03 Rest Periods

For each four (4) hours of scheduled work that are actually worked, other than overtime, on any work day, each Employee shall be entitled to one (1) paid rest period of ten (10) consecutive minutes in duration.

17.04 Meal Period

Each Employee who is scheduled to work and who actually works for longer than five (5) hours on any work day shall be entitled to one (1) thirty (30) consecutive minute unpaid meal period during each such work day.

17.05 Days Of Rest

Each Employee shall be entitled to two (2) days off work, or days of rest, in each seven (7) consecutive calendar day period; otherwise, the overtime provisions of this Agreement shall apply. Normally these days of rest shall be consecutive; however, they may be non-consecutive from time to time if necessary to meet the operational requirements of the Employer. "Averaging agreements" arising out of the *Employment Standards Act* of British Columbia that are based on "normal" work days of longer than eight (8) hours must provide for three (3) days off work, or days of rest, in each seven (7) consecutive calendar day period, at least two (2) of which must be consecutive.

17.06 Employer Scheduling Rights

The Employer specifically reserves the right to establish and change shifts and shift schedules at any time to meet its operational requirements, subject only to the notice requirements under Section 31 of the *Employment Standards Act* of British Columbia. The Employer shall establish for each Employee the hours and days to be worked and the start and end time for each such work day; the schedule for the rest breaks and the lunch period in each work day; and the days to be taken as days of rest; and to make any changes thereto which are consistent with the other provisions of this Article.

17.07 Obligation To Remain At The Workplace

No Employee shall leave the workplace during working hours without prior approval by the Employer, except in the proper performance of his or her job or during a scheduled unpaid meal period.

17.08 Shift Exchanges

There shall be no shift exchanges involving two (2) or more Employees without the prior written agreement of the Employer in each case, which consent shall not be unreasonably withheld. No shift exchange shall give rise to any increased cost to the Employer.

17.09 Reduced Hours Of Work Is Not A Layoff

If the Employer reduces but does not eliminate the hours of work of any Employee(s), this shall not constitute a layoff. Accordingly, the provisions of Article 28 (Displacement, Layoff And Recall) shall not apply under such circumstances.

17.10 Planned Temporary Shutdowns

It is understood and agreed that the Employer shall have the right to schedule planned temporary shutdowns of all or part of its operations for maintenance or renovation purposes, or otherwise, and the provisions of Article 28 (Displacement, Layoff And Recall) shall not apply, providing the duration of the planned temporary shutdown in each case does not exceed fourteen (14) consecutive calendar days. Employees shall have the option of using vacation entitlement for some or all of the period of the planned temporary shutdown. Otherwise, they shall be deemed to be on unpaid leave of absence. Employees, if any, who will work, in whole or in part, and in which job classifications, during the period of any planned temporary shutdown shall be resolved in advance by mutual agreement between the Employer and the Union. The Parties shall also consult in advance concerning how to minimize the impact on bargaining unit employees of any planned temporary shutdown.

17.11 Force Majeure Shutdowns

It is understood and agreed that if forces or events beyond the control of the Employer cause a temporary shutdown of all or part of its operations, the provisions of Article 28 (Displacement, Layoff And Recall) shall not apply, providing the duration of the temporary shutdown in each case does not exceed seven (7) consecutive calendar days. Employees shall have the option of using vacation entitlement for some or all of the period of the temporary shutdown. Otherwise, they shall be deemed to be on unpaid leave of absence. The Employer and the Union will resolve by mutual agreement which Employees, if any, will work, in whole or in part, and in which job classifications, during the period of any force majeure shutdown. The Parties shall also consult as soon as practicable concerning how to minimize the impact on bargaining unit employees of any such temporary shutdown.

17.12 Time Clocks

The Employer shall provide time clocks or comparable electronic time-keeping system to enable employees to record their time for payroll purposes.

Employees must record their own time, using the above mechanism(s), at the time they start and finish work and the time they commence and return from any rest and meal periods.

17.13 “Averaging Agreements” Are Voluntary

“Averaging agreements” arising out of the *Employment Standards Act* of British Columbia shall be voluntary.

ARTICLE 18 - OVERTIME

18.01 Overtime Premiums

(a) Daily Overtime

The Employer shall pay to an Employee who works over eight (8) hours in a work day:

- (i) 1 ½ times (1 ½ X) the Employee’s base hourly rate for the time over eight (8) hours; and
- (ii) double (2 X) the Employee’s base hourly rate for the time over twelve (12) hours;

except as allowed otherwise by the *Employment Standards Act* of British Columbia.

(b) Weekly Overtime

The Employer shall pay to an Employee who works over forty (40) hours in a work week:

- (i) 1 ½ times (1 ½ X) the Employee's base hourly rate for the time over forty (40) hours; and
- (ii) double (2 X) the Employee's base hourly rate for the time over forty-eight (48) hours;

except as allowed otherwise by the *Employment Standards Act* of British Columbia.

(c) No Compounding Of Overtime Payments

Time worked in excess of eight (8) hours in a work day or in excess of ten (10) hours in a work day in case of a modified work week, and paid for at the applicable overtime rate(s), shall not be included in any calculation to determine time worked in excess of forty (40) hours in a work week for overtime pay purposes. Accordingly, there shall be no compounding of overtime pay.

(d) Impact Of Statutory Holiday(s)

If an Employee works on a Statutory Holiday, or day in lieu

- (i) the references to hours in Clause(s) 18.01(b)(i) and (ii) above are reduced by eight (8) hours for each Statutory Holiday or day in lieu in the work week; and
- (ii) the hours the Employee works on the Statutory Holiday or day in lieu are not counted when calculating the Employee's overtime for that work week.

18.02 Distributing Overtime

(a) Voluntary - In Order Of Seniority

Where the Employer has a need for overtime work to be performed with respect to any given work day, the Employer shall ask, in seniority order from highest to lowest, the Employees in each required job classification (1) who are scheduled to work on that day or (2) who are already at work on that day, if they want to work the overtime and those Employees who accept shall thereby be scheduled to perform the available overtime work within their job classification.

(b) Mandatory – In Reverse Order Of Seniority

If the Employer is unable to secure sufficient personnel in accordance with Clause 18.02(a) above to meet any overtime needs, the Employer shall have the right to schedule Employees in reverse order of seniority, from lowest to highest, in each required job classification (1) who are scheduled to work on that day or (2) who are already at work on that day, and those Employees must perform the available overtime work within their job classification.

(c) Employees On Scheduled Days Off Work – Voluntary

An Employee, who is not otherwise exempt from overtime scheduling [See Clause 18.02(d) below.] and who is on any scheduled day(s) off work, who is asked by the Employer to work on any such day(s) on an overtime basis shall have the right to decline to do so without being subject to any discipline or any other penalty or prejudice.

(d) Employees Who Are Exempt From Overtime Scheduling

Employees who are on layoff, vacation, or any leave of absence under this Agreement shall not be subject to any overtime scheduling pursuant to this Clause 18.02.

(e) “Call-Outs”

Under circumstances where an Employee who has left work is subsequently called back by the Employer to work on an unscheduled basis during the Employee’s off-scheduled hours or scheduled day off, the Employee shall be paid the greater of:

- (i) a minimum of four (4) hours at straight-time rates, for four (4) hours or less of actual work on the “call out”; or
- (ii) pay at straight-time rates for all hours of actual work on the “call out” unless the total hours actually worked on that day by the Employee triggers entitlement to overtime, in which case the applicable overtime rate shall apply for those hours subject to overtime actually worked by the Employee on that day.

(f) All Overtime Work Must Be Authorized In Advance By Employer

All overtime work must be authorized by the Employer in advance of commencement of such overtime by any Employee.

18.03 Meal Period(s) During Overtime

Employees shall be allowed unpaid meal period(s) during overtime in accordance with the *Employment Standards Act* of British Columbia. However, each Employee shall have the option of working through any such overtime meal period in which case the Employee shall be paid at the applicable overtime rate for the time thus worked. Prior to working through any overtime meal period, each Employee must first secure the approval of his or her immediate supervisor or manager.

18.04 Recuperation Period After Overtime

An Employee who has worked overtime must have at least eight (8) consecutive hours free from work before such Employee returns to work, unless the Employee and the Employer mutually agree to a lesser time period for recuperation. The Employer shall have the right to shorten the Employee’s next scheduled shift to allow for the requisite recuperation period.

18.05 No Banking Of Overtime Pay

There shall be no banking of overtime pay. Overtime pay shall be paid out by not later than the pay period following the pay period in which it is earned.

ARTICLE 19 – ADDITIONAL PAYMENT CONSIDERATIONS

19.01 Shift Premium Pay

Employees shall be entitled to shift premium pay as follows:

(a) Shift Start Time Between 4:00 A.M. And 11:59 A.M., Inclusive

Shifts with a start time between 4:00 A.M. and 11:59 A.M., inclusive, shall not be subject to any shift premium pay.

(b) Shift Start Time Between 12:00 P.M. (Noon) And 5:59 P.M., Inclusive

Shifts with a start time between 12:00 P.M. (Noon) and 5:59 P.M., inclusive, shall be subject to a shift premium of twenty cents (20¢) for each complete hour of work, exclusive of rest breaks and meal periods.

(c) Shift Start Time Between 6:00 P.M. And 3:59 A.M., Inclusive

Shifts with a start time between 6:00 P.M. and 3:59 A.M., inclusive, shall be subject to a shift premium of twenty-five cents (25¢) for each complete hour of work, exclusive of rest breaks and meal periods.

19.02 Team Leader Premium Pay

For each hour that an Employee, with the authorization of the Employer, actively performs Team Leader duties pursuant to Letter Of Understanding No. 2, such person shall be paid a premium, called the “Team Leader Premium Pay”, in the amount of seventy-five cents (75¢) for each complete hour of work, exclusive of rest breaks and meal periods.

19.03 Free Parking

The Employer shall continue its current practice of providing parking at the workplace, to the extent that such space is reasonably available, at no cost to Employees. The Employer shall not be obliged to provide any additional free parking for Employees at or near the workplace if this would result in any increased cost to the Employer.

19.04 Limitation On Compounding Of Premiums Or Additional Pay

Except as expressly provided otherwise by this Agreement, each premium or additional pay consideration referred to in this Agreement shall be paid in addition to, but not compounded by, any other premium, overtime, penalty or additional pay provisions of this Agreement.

ARTICLE 20 - STATUTORY HOLIDAYS

20.01 Recognized Statutory Holidays

For the purposes of this Agreement, the following are recognized as Statutory Holidays:

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

20.02 Entitlement To Statutory Holiday

An Employee who has been employed by the Employer for at least thirty (30) consecutive calendar days before a Statutory Holiday and has worked or earned wages for fifteen (15) of the thirty (30) consecutive calendar days preceding the Statutory Holiday shall be eligible for Statutory Holiday pay for that day, or day in lieu thereof, in accordance with the provisions of this Article.

20.03 Statutory Holiday Pay

- (a) An eligible Employee, per Clause 20.02 above, who is given a day off on a Statutory Holiday, or is given a day off instead of the Statutory Holiday per Clause 20.04 below as a “day in lieu”, shall be paid for that day off an amount equal to that Employee’s average day’s pay determined by the formula:

$$\text{amount paid} \div \text{days worked}$$

where

amount paid is the amount paid or payable to the Employee for work that is done during and wages that are earned within the thirty (30) consecutive calendar day period preceding the Statutory Holiday, including vacation pay that is paid or payable for any days of vacation taken within that period, less any amounts paid or payable for overtime, and

days worked is the number of days the Employee worked or earned wages within that thirty (30) consecutive calendar day period.

- (b) An eligible Employee, per Clause 20.02 above, shall be entitled to the “average days pay” provided under Clause 20.03(a) above whether or not the Statutory Holiday, or day in lieu thereof, falls on the Employee’s regularly scheduled day off.
- (c) An ineligible Employee, per Clause 20.02 above, shall not be entitled to the “average day’s pay” described in Clause 20.03(a) above with respect to any Statutory Holiday, or day in lieu thereof. For such Employee, the day observed shall be an unpaid day, unless worked, even if the day observed falls on a scheduled day off work of that Employee.

20.04 Substituting Another Day For A Statutory Holiday

The Employer shall have the right to substitute another day off for a Statutory Holiday. Such substitution shall be called a “day in lieu”. The Employer shall give affected Employees at least ten (10) consecutive calendar days advance notice of any such substitution of a “day in lieu” for a recognized Statutory Holiday.

20.05 Scheduling Work On A Statutory Holiday, Or Day In Lieu

The Employer shall have the right to schedule all work on any Statutory Holiday, or day in lieu thereof.

20.06 Pay For Work On A Statutory Holiday, Or Day In Lieu

- (a) When an Employee who meets the eligibility requirements prescribed by Clause 20.02 above works on a Statutory Holiday, or day in lieu thereof, such Employee shall be paid for that day:
 - (i) one-and-of-half times (1 ½ X) the Employee's base hourly rate of pay for the time worked up to twelve (12) hours;
 - (ii) double times (2X) the Employee’s base hourly rate of pay for the time worked over twelve (12) hours; and
 - (iii) an average day’s pay, as determined using the formula prescribed by Clause 20.03 above.

(iv) Only those hours actually worked between 12:01 A.M. and the following 12:00 midnight on any Statutory Holiday, or day in lieu thereof, shall be subject to the payments described in Clause 20.06(a)(i) and Clause 20.06(a)(ii) above.

(b) When an Employee who does not meet the eligibility requirements prescribed by Clause 20.02 above works on a Statutory Holiday, or day in lieu thereof, such Employee shall be paid as if it were a regular work day.

20.07 Statutory Holiday, Or Day In Lieu, Occurring During Vacation

If a Statutory Holiday, or day in lieu thereof, occurs during or at the start or end of an Employee’s vacation period and that Employee meets the eligibility requirements prescribed by Clause 20.02 above, such Employee shall receive pay for that day in accordance with Clause 20.03 above and such day shall not count as vacation time for that Employee. Prior to commencement of any vacation period including any such Statutory Holiday, or day in lieu, the date and time of return to work of the Employee must be confirmed by the Employee with the Employer.

ARTICLE 21 - VACATIONS

21.01 Annual Vacation Entitlement And Pay

(a) Entitlement To Vacation

An Employee shall earn annual vacation entitlement for any calendar year only on reaching that Employee's anniversary date, although he or she may take annual vacation entitlement anytime during that calendar year, subject to the provisions of Clause 21.05 below. It is understood and agreed that vacation entitlement is earned based on active service, that is, by virtue of working, as opposed to continuous service, that is, by virtue of length of employment.

(b) Vacation Pay

Payment for vacations shall be based on the applicable percentage of the Employee’s gross earnings, as defined in Clause 21.04(d) below, accumulated between periods when vacation time off work is taken by each Employee.

(c) Vacation Time Off Work

An Employee shall receive annual vacation time off work and pay according to the Employee's anniversary date as follows:

Anniversary Date In Year(s)	Working Days Of Vacation (Based On 8 Hour Days)	Vacation Pay As Percentage Of Applicable Gross Earnings
1	10	4%
5	15	6%

(d) Definition Of “Gross Earnings”

"Gross Earnings" for the purposes of this Agreement means all money paid to an Employee as wages; overtime pay; premium or other penalty pay; bonus, incentive or other like pay; pay for Statutory Holidays or days in lieu; vacation pay; and paid leaves of absence including, but not limited to, paid sick leave during a given calendar year, or such other or shorter period of time as may be defined in this Agreement. “Gross Earnings” for the purposes of this Agreement does not include any money received by an Employee for Workers’ Compensation or Long Term Disability payments.

21.02 Payment Of Vacation Pay

Employees shall be paid their vacation pay at the time of taking vacation or, upon request, up to seven (7) calendar days prior to commencement of their vacation, which pre-payment request must be in writing and received in each case by the Employer at least twenty-one (21) calendar days prior to commencement of the vacation.

21.03 Vacation Pay For Partial Years

(a) Upon Termination During First Year Of Employment

An Employee who terminates employment during the first year of his or her employment shall receive vacation pay in accordance with the *Employment Standards Act* of British Columbia.

(b) Upon Termination After First Year Of Employment

An Employee whose employment is terminated for any reason after his or her first anniversary date but prior to any succeeding anniversary date shall, in addition to his or her final pay, receive vacation pay based on the applicable percentage of the Employee’s gross earnings, as defined in Clause 21.01(d) above, accumulated between the period when vacation time off work was last taken by the Employee and his or her date of termination.

21.04 Pro Ration Of Vacation Time Off Work

(a) Approved absences paid for by the Employer, including annual vacation, shall not reduce an Employee's vacation time off work entitlements in the subsequent calendar year.

(b) Where an accumulation of absences due to sick leave and/or long term disability or due to an injury covered by Worker's Compensation exceeds six (6) calendar months in any calendar year, vacation time off work entitlement in the following calendar year shall be reduced by one-sixth (1/6) for each full month of absence in excess of six (6) calendar months.

- (c) Where an accumulation of absences, other than those stipulated in Clause(s) 21.04(a) and (b) above, exceeds three (3) calendar months in any calendar year, vacation time off work entitlement in the following calendar year shall be reduced by one-ninth (1/9) for each full month of absence in excess of three (3) calendar months.
- (d) Only vacation time off work is subject to pro ration under this Clause 21.04. Vacation pay shall not be subject to any such pro ration.

21.05

Vacation Selection

- (a) **Subject To Operational Requirements**

The number of employees, if any, within each job classification who can take vacation at any given time in each calendar year shall be subject to the operational requirements of the Employer.

- (b) **Vacation Selection By Seniority**

Within each job classification, Employees shall select their vacation periods in order of seniority, from highest to lowest.

- (c) **Only One (1) Period Of Vacation To Be Selected At A Time**

Only one (1) vacation period per Employee shall be selected by seniority until all Employees within each job classification have selected one (1) period. Subsequently, all Employees within each job classification who have chosen to take their vacation in split periods in accordance with Clause 21.05(e) below shall select in order of seniority, from highest to lowest, for a second vacation period and this process shall be repeated within each job classification for subsequent periods until all periods are chosen.

- (d) **When Vacation Selection Is To Occur**

Scheduling of vacations pursuant to this Clause 21.05 shall be undertaken once in each calendar year for vacations to be taken during the next one (1) year period. Such vacation selection must be completed and each Employee notified by the Employer in writing of his or her approved vacation dates by not later than February 28th in each calendar year, unless an extension is mutually agreed between the Employer and the Union.

- (e) **Split Vacations**

Vacations may be taken in split periods but no such split period of vacation shall be less than one (1) working week.

21.06

No Banking Of Vacation Entitlement

All vacations must be taken during the calendar year in which they are earned. Accordingly, there shall be no banking of any vacation entitlement.

ARTICLE 22 - LEAVES OF ABSENCE

22.01 Family Related Leave

(a) Pregnancy Leave & Parental Leave

The Employer shall provide pregnancy leave and parental leave in accordance with the *Employment Standards Act* of British Columbia.

(b) Family Responsibility Leave

The Employer shall provide family responsibility leave in accordance with the *Employment Standards Act* of British Columbia.

(c) Bereavement Leave

In the event of a death in the immediate family of an Employee, the Employer shall grant up to three (3) consecutive days off scheduled work as leave of absence with pay. For these purposes, the term “immediate family” means the spouse, child, parent, guardian, sibling, grandchild or grandparent of an Employee. Pay for these bereavement purposes will be the amount of straight-time wages the Employee would have earned had he or she worked during the period of the leave. To be eligible for such paid bereavement leave an Employee must provide acceptable proof of an applicable death, if requested to do so by the Employer. The Employer may extend the bereavement period on an unpaid basis for an Employee who asks for this consideration.

22.02 Sick Leave

Employees who have completed the probation period shall be entitled to a maximum of three (3) paid sick days per calendar year, providing they can produce in each case a doctor’s certificate validating their absence. However, when an Employee is sick, the pay will not commence until the third work day of absence. For greater clarity and certainty, the following example is provided:

- (a) If an Employee misses four (4) work days due to sickness, the first two (2) missed work days will not be paid. However, the third and fourth missed work days will be paid, if the Employee provides the required validation, and the Employee will have one (1) paid sick day remaining for the balance of that calendar year.
- (b) Pay for any sick day shall only cover the scheduled hours of work missed for that day to a maximum of eight (8) hours for any one (1) day.
- (c) Sick leave unused in any calendar year shall not be subject to any payout by the Employer and shall not be carried over into the next calendar year.

22.03 Medical/Dental Appointments

Employees shall schedule medical and dental appointments outside normal working hours save and except that under exceptional circumstances the Employer may grant unpaid time off work for such purposes.

22.04 Court Leave

(a) Jury Duty

Employees who have completed the probation period and who are summonsed or subpoenaed for jury duty including, but not limited to, jury selection, shall be paid the difference between the Employee's regular straight-time time pay and pay for such duty, provided the Employee would otherwise have worked on such days.

(b) Witness Duty

(i) Employees who are summonsed or subpoenaed as a witness in a court proceeding shall be granted an unpaid leave for the time required for such purposes.

(ii) Despite the preceding, if an Employee is summonsed or subpoenaed by the Employer as a witness in a court proceeding or a Coroner's inquest or any proceeding arising out of the *Labour Relations Code* of British Columbia, leave for the time required for such purposes shall be paid.

22.05 Calculating Pay For Paid Leaves Of Absence

An Employee who receives any paid leave of absence under this Agreement shall be paid for this time as if he or she had remained working and not taken the leave, such pay on a per day basis not to exceed a maximum of eight (8) hours paid for at straight-time rates, provided the Employee would have worked on such day(s). In no event shall any overtime, premium, penalty or other additional pay apply.

ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY

23.01 Statutory Compliance

The Employer shall comply with applicable legislation governing the occupational health and safety of Employees.

Protective Needs**(a) Protective Items**

Protective equipment, devices and clothing or other body protection that is deemed necessary by the Employer for use by any Employee for reasons of occupational health and/or safety, shall be provided and maintained by the Employer at no cost to the Employee. Proper use of these items shall be mandatory for each affected Employee. These items shall remain the property of the Employer and shall be returned to the Employer upon request of the Employer or upon termination of employment of the Employee.

(b) Prescription Safety Glasses

Prescription safety glasses that are required by an Employee to ensure visual acuity as well as safety shall be paid for by the Employer to a maximum of two hundred dollars (\$200.00) every two (2) years, on a reimbursement basis, providing in each case that the eyewear meets safety and other standards as established by the Employer. Reimbursement will require presentation of an appropriate receipt. Such entitlement shall commence upon successful completion of the probation period prescribed by Clause 12.01.

(c) Safety Footwear

When required, the Employer shall provide each Employee with either safety footwear or a safety footwear allowance as follows:

(i) Employees Who Require Steel-Toed Rubber Boots

The Employer shall provide each eligible Employee who is required by the Employer to wear steel-toed rubber boots with such safety footwear on an "as needed" basis, taking into consideration reasonable life expectancy and providing that in each case the old boots must be returned to the Employer before the Employer is obliged to issue replacement boots. Such safety footwear must be worn at all times by each Employee while working and must not be removed from the workplace.

(ii) Employees Who Require Safety Footwear Other Than Steel-Toed Rubber Boots

The Employer shall reimburse each eligible Employee who is required by the Employer to wear safety footwear other than steel-toed rubber boots with an allowance in each calendar year of up to Fifty Dollars (\$50.00) for purchase of such safety footwear, based on submission of an appropriate receipt. Such safety footwear must meet the standards established by the Employer and must be worn all times by each Employee while working. A newly hired employee shall only become entitled to this allowance upon successful completion of his or her probationary period.

23.03

Industrial First Aid Attendant(s)

- (a) When the Employer requires one (1) or more First Aid Attendants from within the bargaining unit it shall consider “expression of interest” as follows:
 - (i) Bargaining unit Employees can submit to the Employer in writing an “expression of interest” at any time in any given calendar year to be considered by the Employer for the next available opening during that calendar year to become a First Aid Attendant. Such submission shall be deemed to be a standing application for the given calendar year for any posted vacancy for First Aid Attendant. The Employer shall provide a standard “expression of interest” form to be used for this purpose.
 - (ii) When the Employer determines during any calendar year that an opening exists for a First Aid Attendant particulars shall be posted by the Employer in written form for at least fourteen (14) consecutive calendar days and bargaining unit employees can respond by submitting a written “expression of interest.” The Employer shall provide a standard “expression of interest” form to be used for this purpose.
- (b) First Aid Attendant(s) from the interested applicant(s) who volunteer from within the bargaining unit shall be selected by the Employer after consultation with the Union.
- (c) The prospective First Aid Attendant(s) selected by the Employer shall have the cost of obtaining and renewing the requisite First Aid certification paid for by the Employer and shall be granted paid leave of absence by the Employer to take the necessary courses.
- (d) The Employer reserves the right to determine at any given time, subject to applicable law, which bargaining unit Employee(s) shall be designated as First Aid Attendant(s) such that the premium pay described in this Clause 23.03 shall apply. Each such Designated First Aid Attendant will be expected to perform first aid duties as required in addition to performing his or her normal work duties.
- (e) The Designated First Aid Attendant(s) on each shift shall be paid premium pay as follows, depending on the class of his or her certification:
 - (i) Level I - Premium = \$.25 per hour worked
 - (ii) Level II - Premium = \$.50 per hour worked
- (f) The First Aid Attendant premium pay described in this Clause 23.03 shall apply during all hours worked, including overtime, when the Employee is designated by the Employer to act in this capacity but shall not be subject to any compounding by any applicable overtime pay rates or any other premium, penalty or additional pay.
- (g) Employees with requisite First Aid Certification and designation by the Employer will not be entitled to any First Aid Attendant premium pay when they are absent from work for any reason.

ARTICLE 24 – PERSONNEL FILES

24.01 Personnel Files

- (a) A personnel file shall be maintained by the Employer for each Employee in the bargaining unit. Such file shall contain a copy of all relevant documentation concerning the Employee's employment and work performance except for routine documentation such as payroll information, etc.
- (b) The Employee shall have access to the grievance and arbitration provisions of this Agreement to dispute any entries onto their personnel file. Copies of all entries onto the personnel file will be given to the Employee at the time of filing.
- (c) Whenever an Employee signs a document pertaining to discipline, they do so only to acknowledge that they have been notified accordingly and such signature is not an admission of wrong doing.

24.02 Employee Access To Personnel File

An Employee shall have the right to read and review his or her personnel file at any time, upon reasonable notice and by written request to the Employer. An Employee may request and shall receive a copy of any document, record or report contained in the Employee's personnel file.

24.03 Union Access To Employee Personnel File

A representative of the Union, who must be a full-time Union representative from outside the bargaining unit, shall have the right to read and review an Employee's personnel file at any time, upon written authorization of the Employee and upon reasonable notice and by written request to the Employer. On request, such Union representative shall be provided with a copy of any document, record or report contained in the Employee's personnel file, upon written authorization of the Employee.

24.04 Use Of Personnel File In Relation To Discipline

Written notices of discipline contained in an Employee's personnel file which are more than three (3) years old shall not be relied upon by the Employer to support any subsequent disciplinary action provided that in the interim there has been no other discipline.

Article 25 – Discipline And Discharge

25.01 Just Cause

The Employer shall only discipline or discharge any Employee for just and reasonable cause.

25.02 Notice Of Disciplinary Action

- (a) The Employer shall notify an Employee in writing of any written warning, suspension or discharge of that Employee for disciplinary reasons. Such notice shall set out the reasons for the disciplinary action as known by the Employer at the material time; however, this delineation shall not preclude the Employer in future from raising and/or relying upon any “after acquired” evidence.
- (b) The Employer shall also provide a copy of each such disciplinary notice to a Shop Steward and to a duly authorized representative of the Union from outside of the bargaining unit, as designated by the Union.

25.03 Major Discipline - Preliminary Meeting

Before suspending an Employee without pay or discharging an Employee, the Employer will convene a preliminary meeting with a duly authorized full-time representative of the Union from outside of the bargaining unit, as designated by the Union, to provide a forum for a review of the matter. For this purpose, the Parties specifically agree to provide each other with disclosure of all relevant evidence within their knowledge or possession. This meeting must be convened within seven (7) calendar days of the request by the Employer, otherwise the Employer shall have the right to proceed with the suspension without pay or the discharge, as the case may be.

25.04 Oral Warning Or Reprimand Is Not Disciplinary

An oral warning or reprimand shall not be deemed to be a disciplinary measure.

ARTICLE 26 - GRIEVANCE PROCEDURE

26.01 Definition Of Grievance

"Grievance" means any difference, disagreement or dispute between the Parties, concerning:

- (a) the interpretation, application, operation or any alleged violation of any provision of this Agreement, including any question as to whether or not any matter is arbitrable; or
- (b) the discipline or discharge of any Employee.

26.02 Right To Grieve

- (a) Any Employee who considers himself/herself aggrieved shall have the right to initiate and to process a grievance under this Agreement, subject to the consent of the Union, in which case the Union shall at all times control carriage of the grievance on behalf of the Employee.

- (b) The Union shall have the right to initiate and to process a grievance under this Agreement on behalf of itself, or on behalf of any Employee, or on behalf of any group of Employees.
- (c) The Employer shall have the right to initiate and to process a grievance under this Agreement with respect to the Union's or any Employee's conduct.

26.03 Complaints, Concerns And Problems

- (a) Both the Employer and the Union agree that all Employees are encouraged to seek discussion and resolution with one (1) or more representatives of management of any complaint, concern or problem before the grievance procedure is activated, if appropriate, through or by the Union.
- (b) When addressing a complaint, concern or problem with the Employer pursuant to the provisions of this Clause 26.03, the Employee(s) involved may be represented by a Shop Steward, or not, at the choice of said Employee(s).
- (c) Scheduling and pay for time off work for any Shop Steward(s) and/or any Employee(s) in the bargaining unit for the purposes of this Clause 26.03 shall be governed by Clause 8.02 of this Agreement.

26.04 Initiating A Grievance

To initiate a grievance, the Union or the Employer, as the case may be, must submit the matter in writing at the appropriate step by:

- (a) setting out in detail the nature of the grievance and the circumstances from which it arose;
- (b) stating all of the clause(s) of the Agreement at issue;
- (c) stating in full the remedy or other action(s) required to resolve the matter; and
- (d) transmitting the grievance to the other Party.

26.05 Grievance Procedure

To promote the efficient and expeditious administration of grievances, the Parties agree to the following two (2) step grievance procedure:

(a) Time Limit For Initiating A Grievance

All grievances under this Article must in each case be initiated within thirty (30) consecutive calendar days after the date on which the circumstances giving rise to the grievance became known or ought reasonably to have been known.

(b) Step 1

The Employer's Plant Manager, or a duly authorized representative, and a Shop Steward shall meet to attempt to resolve the matter when a grievance is submitted at Step 1 of the grievance procedure. Failing resolution, either Party can refer the matter to Step 2 provided this must be done within thirty (30) consecutive calendar days, or less, of the date of submission of the grievance at Step 1.

(c) Step 2

The Employer's Manager Of Human Resources, or a duly authorized representative, and a Union Representative from outside of the bargaining unit shall have thirty (30) consecutive calendar days from the date a grievance is submitted at Step 2 of the grievance procedure to attempt to resolve the matter. Upon expiry of this time period and failing resolution, either Party can thereafter refer the grievance to arbitration in accordance with Article 27 provided this must be done within the next forty-five (45) consecutive calendar days.

(d) Amending Time Limits

By mutual agreement in writing between the Employer and the Union, any time limits prescribed by this Article may be changed with respect to any grievance.

26.06 Policy Or Group Grievance

Where either Party to this Agreement disputes the general interpretation, application, operation or alleged violation of any provision of this Agreement, or an alleged violation affects more than one (1) Employee, either Party may initiate a policy or a group grievance, as the case may be, at Step 2 of the grievance procedure.

26.07 Grievances Concerning Discipline Or Discharge

Grievances concerning the discipline or discharge of any Employee must be initiated at Step 2 of the grievance procedure.

26.08 Grievances Concerning Alleged Improper Layoff, Recall, Or Promotion

Grievances concerning alleged improper layoff, recall or promotion must be initiated at Step 2 of the grievance procedure.

26.09 Grievance Investigation, Research Or Preparation By Union Not To Affect Employer's Productivity

The Parties agree that efficient continuous production is of paramount concern, given the nature of the Employer's business. Accordingly, the Union specifically agrees that investigation, research and/or preparation with respect to a grievance will be conducted by any of its representatives outside the working hours, exclusive of rest and meal breaks, of any of the Employees including, but not limited to, any Shop Stewards involved in the matter.

26.10 Scheduling And Pay For Attendance At Grievance Meetings

Scheduling of grievance meetings under this Article and paid time off work for Shop Stewards and Employees in the bargaining unit to attend, as necessary, shall be governed by Clause 8.02 of this Agreement.

26.11 Disclosure Of Information

It is the mutual intent of the Parties that in endeavouring to resolve grievances during the grievance procedure they will provide each other in a timely manner with all of the relevant evidence in each case.

26.12 Settlement Of Grievances

- (a) Throughout the grievance procedure, in attempting to effect resolution, the Parties may fashion such settlements as they deem appropriate and mutually acceptable, which settlements may be undertaken on a “without prejudice or precedent” basis, or otherwise.
- (b) Where the Employer and the Union agree to the settlement of a grievance, such settlement shall be in writing and shall be final and binding on both Parties and each Employee in the bargaining unit affected by the settlement.

26.13 Trouble-Shooting Provision

- (a) The Parties may, at any time before an arbitrator is named or appointed to hear the matter, refer any grievance by joint consent to a “trouble-shooter”, who shall be an independent, neutral third party with labour relations expertise selected by mutual agreement between the Employer and the Union on a case by case basis. The mandate of the “trouble-shooter” shall be to:
 - (i) investigate the difference;
 - (ii) define the issue in the difference;
 - (iii) mediate settlement, if possible, failing which;
 - (iv) make written, non-binding recommendations to resolve the difference.
- (c) The “trouble-shooter” must complete his or her mandate within forty-five (45) consecutive calendar days of the date of acceptance of the engagement, unless this time period is extended by mutual agreement between the Employer and the Union.
- (d) Applicable grievance procedure time limits shall be discontinued during the trouble-shooting period defined above and shall not continue until the date of receipt by the Parties of the “trouble-shooter’s” non-binding written recommendations, in the event the matter is not settled through mediation.
- (e) Cost for the fees and expenses of the “trouble-shooter” shall be shared equally by the Employer and the Union.

ARTICLE 27 - ARBITRATION

27.01 Reference To Arbitration

After exhausting the grievance procedure and subject to the applicable time limits as set forth in this Agreement, the grieving Party may by written notice to the other Party refer any unresolved matter to arbitration, in which event the matter shall be resolved in accordance with the provisions of this Article.

27.02 Selection Of Arbitrator

All grievances submitted to arbitration under this Article shall be adjudicated by a single arbitrator who shall be selected on a case-by-case basis by mutual agreement between the Parties. If the Employer and the Union cannot agree on an arbitrator within ten (10) calendar days following the date of issue of a notice of referral to arbitration, then either Party may request that the Director of the Collective Agreement Arbitration Bureau appoint the arbitrator pursuant to Section 86 of the *Labour Relations Code* of British Columbia.

27.03 Jurisdiction Of Arbitrator

Arbitrators shall be vested with all powers that are necessary for the complete, final and binding resolution of any matter in dispute that has been properly processed as a grievance under this Agreement. Except as expressly provided otherwise by this Agreement, the Arbitrator shall not, however, have the power to add to, subtract from, alter, amend, imply terms into or otherwise change or modify any part of this Agreement or render any binding decision which is inconsistent with any of its terms. An Arbitrator shall not have the authority to award costs against either Party.

27.04 Decision Of Arbitrator

- (a) The Arbitrator shall proceed as soon as practicable to hear the grievance and shall endeavour to render a decision within thirty (30) calendar days following the date of final conclusion of the hearing. The decision of the Arbitrator shall be in writing and shall be final and binding on the Employer, the Union and each Employee in the bargaining unit affected by the decision.
- (b) Should either Party disagree as to the meaning, intent or implementation of an Arbitrator's decision, such Party may apply to the Arbitrator to reconvene the hearing to clarify matters and the Arbitrator shall be deemed to retain jurisdiction for this purpose.
- (c) In the event the award of an Arbitrator is subsequently set aside by a court or labour board of competent jurisdiction, the matter in dispute shall, at the request of either Party, be submitted to another Arbitrator appointed pursuant to this Agreement.

27.05 Arbitration Costs

The fees and expenses of the Arbitrator shall be borne equally by the Parties, subject to the provisions of Section 90 of the *Labour Relations Code* of British Columbia. The Employer and the Union shall each pay their own costs for preparing and presenting their case at any arbitration arising out of this Agreement, subject to the provisions of Clause 27.06 below.

27.06 Time Off Work For Arbitration Purposes

(a) Employees Required By The Union

The Union shall reimburse the Employer in full for all costs incurred by the Employer to allow for paid time off work for any Employees, including Union representatives, required by the Union for the purposes of preparation for or attendance at any arbitration under this Agreement. The Employer shall not unreasonably deny such time off work.

(b) Employees Required By the Employer

Employees required by the Employer to attend or participate in any investigation, discussion, meeting or hearing with respect to the processing of any arbitration under this Article shall be granted time off work with pay by the Employer for this purpose and this time shall be deemed to be time worked. The Employer shall pay overtime, if applicable, but shall not be obliged to provide any other premium, penalty or additional pay in these respects.

ARTICLE 28 - DISPLACEMENT, LAYOFF AND RECALL

28.01 Definitions

For the purposes of this Agreement, the following definitions shall apply:

(a) Displacement

Displacement means the loss by an Employee of his or her current job classification due to:

- (i) a lack of work; or
- (ii) a reduction in the workforce; or
- (iii) a discontinuance of the Employer's operations, in whole or in part; or
- (iv) introduction of the type of workplace adjustments contemplated by Article 29; or
- (v) being "bumped" in accordance with this Article.

(b) Layoff

Layoff means a displacement as defined in Clause 28.01(a) above such that an Employee is without work.

(c) “Higher Rated Job Classification” And “Lower Rated Job Classification” Distinguished

For the purposes of this Agreement, a “higher rated job classification” shall be distinguished from a “lower rated job classification” by the former having a higher top base hourly rate of pay per Appendix “A” than does the latter.

28.02 Criteria Governing Displacement And Layoff

- (a) Within each job classification, probationary Employees shall be laid off first; then Employees with the least seniority, providing the remaining Employees within that job classification have the necessary skills and abilities to do the work.
- (b) The criteria set out above shall include qualifications with respect to any job classification requiring Journeyman certification and licensing and certification requirements with respect to the job classification of Shipper/Receiver.

28.03 Bumping Procedure

(a) “Bumping Rights” Defined

Subject to the criteria described in Clause 28.02 above, an Employee displaced from his or her job classification by the layoff procedure may displace or “bump” an Employee with less seniority in a lower rated job classification.

(b) Wage Rate After “Bumping”

An Employee who “bumps” into a lower rated job classification shall become subject to the step-on-scale base hourly wage rates and progression per Appendix “A” for the lower rated job classification. Such Employee shall initially be placed at the step-on-scale base hourly wage rate in the lower rated job classification which is closest to the step-on-scale base hourly wage rate the Employee was receiving in the applicable higher rated job classification at the time of the displacement.

(c) No “Bumping Up”

The process of displacement and layoff shall not in any case result in any Employee effectively getting a promotion, that is, moving from a lower rated job classification to a higher rated job classification. That is, there shall be no “bumping up”.

28.04**Recall Period****(a) Recall Period – If Seniority Less Than One Year**

An Employee with less than one (1) year of seniority at the time of being laid off under this Agreement shall have the right for a period of three hundred sixty-five (365) consecutive calendar days from the date of last being laid off to be recalled to work by the Employer.

(b) If Seniority One (1) Year Or More

An Employee with one (1) year or more of seniority at the time of being laid off under this Agreement shall have the right for a period of seven hundred thirty (730) consecutive calendar days from the date of last being laid off to be recalled to work by the Employer.

28.05**Seniority Accrual During Recall Period**

Seniority for an Employee who is laid off shall continue to accrue during the recall period.

28.06**Criteria Governing Recall**

- (a) The last Employee laid off shall be the first Employee recalled when work is available, provided the Employee has the necessary skills and abilities to do the work.
- (b) The criteria set out above shall include qualifications with respect to any job classification requiring Journeyman certification and licencing and certification requirements with respect to the job classification of Shipper/Receiver.
- (c) The process of recall shall not in any case result in any Employee effectively getting a promotion, that is, moving from a lower rated job classification to a higher rated job classification than previously held by the Employee.

28.07**Recall Process****(a) Application Of The Recall Process**

The recall process as described in this Article shall apply only to vacancies in existing job classifications that involve more than fourteen (14) consecutive calendar days of work; otherwise the provisions of Letter Of Understanding No. 6 (re: "Short-Term Recall" List) shall apply.

(b) Notice Of Recall

The Employer shall first attempt to contact by telephone a Employee who is subject to recall under this Article. If such contact is not successful within twenty-four (24) hours of the initial contact attempt by the Employer, the Employer shall send a recall notice by registered mail to the Employee's last known mailing address. For these purposes, a laid off Employee shall be responsible for providing the Employer with his or her current contact telephone number and mailing address and any changes thereto.

(c) Failure To Respond To A Recall Notice

If an Employee who has been laid off is issued with a recall notice pursuant to this Clause 28.07 and fails to report to work within fourteen (14) consecutive calendar days of receipt of such notice, this Employee's name shall be removed from the recall list and the employment relationship shall be deemed to be severed, unless the Employee provides in a timely manner reasons for such failure that are satisfactory to the Employer. The Employer may extend this time limit on a case-by-case basis but shall not be obliged to do so. It is understood and agreed that an Employee who receives a recall notice shall be obliged to contact the Employer as soon as possible to either accept or reject the recall.

(d) Wage Rate Upon Recall

An Employee who is recalled shall become subject to the step-on-scale base hourly wage rates and progression per Appendix "A" for the job classification secured by the Employee through the recall process. Such Employee shall initially be placed at the step-on-scale base hourly wage rate in said job classification which is closest to but not lower than the step-on-scale base hourly wage rate the Employee was receiving in the job classification when last previously held by the Employee.

28.08 Benefit Entitlement During Layoff

The Employer shall not be required to continue paying any premiums for any benefit plan coverage under Article 31 for any otherwise eligible Employee who is laid off in accordance with this Article. In such case, the otherwise eligible Employee shall be given the option of paying the total cost in advance on a monthly basis for continued benefit plan coverage under Article 31, for a period not to exceed six (6) months, if this is allowed by the insurance carrier or by M.S.P. regulations, as applicable.

ARTICLE 29 – ADJUSTMENT PLAN

29.01 Adjustment Plan Process

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of Employees to whom this Agreement applies,

- (a) the Employer must give notice to the Union at least sixty (60) days before the date on which the measure, policy, practice or change is to be effected, and
- (b) after notice has been given, the Employer and the Union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respect any of the following:
 - (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
 - (ii) human resource planning and Employee counselling and retraining;
 - (iii) notice of termination;
 - (iv) severance pay;
 - (v) entitlement to pension and other benefits including early retirement benefits;
 - (vi) a bipartite process of overseeing the implementation of the adjustment plan.

29.02 Mutually Agreed Adjustment Plan Incorporated Into Collective Agreement

If, after meeting in accordance with Clause 29.01 above the Parties have agreed to an adjustment plan, it is enforceable as if it were part of the Collective Agreement between the Employer and the Union.

29.03 Exceptions

Clause 29.01 and Clause 29.02 above do not apply to the termination of employment of Employees exempted by section 65 of the *Employment Standards Act* from the application of section 64 of that Act.

29.04 Process Through Joint Liaison Committee

Any meeting of the Parties arising out of this Article shall be conducted under the auspices of the Joint Liaison Committee and Article 10 of this Agreement.

ARTICLE 30 – TRAINING

30.01 Training Requirements

Except as expressly provided otherwise by this Agreement, the Employer will provide all new Employees, or any Employee who moves from one job classification to another in accordance with this Agreement, with basic training to familiarize the Employee(s) with the work to be performed.

30.02**Pay For Training Purposes****(a) On-Site**

Time related to training undertaken at the workplace shall be subject to payment at straight-time rates and overtime rates, as applicable.

(b) Off-Site

All time related to training undertaken away from the workplace shall be paid at straight-time rates, save and except that travel time related to such training that is outside scheduled hours of work shall be unpaid time. No overtime, premium, penalty or additional pay shall apply with respect to such “off-site” training.

30.03**Professional Development Program****(a) Continuation Of The Professional Development Program**

The Employer agrees to continue the current Professional Development Program during the life of this Agreement to help provide eligible Employees with the opportunity to further their work-related training.

(b) Eligibility

Employees who have completed the probation period are eligible for participation in the Professional Development Program.

(c) Course Requirements

The Professional Development Program covers courses (that have been approved by the General Manager) taken at an accredited college or training institution.

(d) Application For Participation

Employees who want to participate in the Professional Development Program must, prior to enrolling in the course, submit to the Employer a “Tuition Reimbursement Form” describing how the course is related to the Employee’s work.

(e) Approval For Participation

Approval for participation in the Professional Development Program shall be subject to the sole discretion of the Employer and must be given by the General Manager.

(f) Participation Not To Interrupt Work

Employees enrolled in approved courses are expected to perform their work duties without interruption due to course commitments.

(g) Reimbursement

The Professional Development Program will only cover the cost of the course, required textbooks and required equipment. A Employee participating in the Program must present a copy of the "Tuition Reimbursement Form", the course registration, all receipts and final grades for reimbursement. Reimbursement is contingent upon proof of successful completion of the course.

(h) Employer Right To Change The Professional Development Program

The Employer specifically reserves the right to change the Professional Development Program at any time subject to its sole discretion.

ARTICLE 31 – BENEFIT PLANS

31.01 Limitation Of Liability

The Union agrees that the obligation of the Employer under this Article is restricted to the payment of a portion of premiums, as applicable, to the insurance carrier. Neither the benefits, nor the insurance policies governing the application of the benefits, form part of this Agreement. The Union agrees that all benefits referred to in this Article are subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy, and that the Employer has no responsibility for the administration of any insurance policy.

31.02 Selection Of Carrier

The selection of the insurance carrier for any benefits referred to in this Article is in the sole discretion of the Employer.

31.03 Eligibility

Only Employees who have completed twelve (12) consecutive months of employment after their last date of hire and who normally work for twenty-four (24) hours or more per week are eligible for any coverage under this Article and this eligibility is subject to the conditions of eligibility and any other limitations expressed in the insurance carrier's policy.

31.04 Benefits

The benefits covered by this Article are summarized in booklets provided by the benefits carrier, none of which form part of this Agreement. In general, the nature of these benefits is as follows:

(a) Eligible Employees With 1 – 4 Years Of Employment

- (i) Life Insurance;
- (ii) Accidental Death And Dismemberment Insurance;

(iii) Extended Health Care (Basic); and

(iv) Dental (Basic Level).

(b) Eligible Employees With 5 – 9 Years Of Employment

(i) Life Insurance;

(ii) Accidental Death And Dismemberment Insurance;

(iii) Extended Health Care (Enhanced); and

(iv) Dental (Intermediate Level).

(c) Eligible Employees With 10+ Years Of Employment

(i) Life Insurance;

(ii) Accidental Death And Dismemberment Insurance;

(iii) Extended Health Care (Enhanced);

(iv) Dental (Enhanced Level);

(v) Pay-Direct Drugs; and

(vi) Long Term Disability.

31.05 Premiums

The cost of premiums will be shared equally by the Employer and each eligible Employee save and except that eligible Employees entitled to Long Term Disability coverage shall pay the full cost of the applicable premiums.

31.06 Medical Services Plan

The Employer will share equally the cost of the Medical Service Plan premium for single coverage for and with each Employee who meets the eligibility requirements set out in Clause 31.03 above. The Employer shall not be obliged to make this proportionate premium payment for any such Employee who is eligible for spousal coverage through another employer.

31.07

Premium Payments When Off Work

- (a) The Employer shall not be required to continue paying any premiums for any coverage under this Article for any eligible Employee who is absent from work for any reason other than approved paid leave of absence or vacation for a period of greater than one (1) month, unless otherwise required by any applicable law. In such case, the otherwise eligible Employee shall be given the option of paying the total cost in advance on a monthly basis for continued coverage under this Article, if this is allowed by the insurance carrier or by M.S.P. regulations, as applicable.
- (b) The Employer shall not be required to continue paying any premiums for any coverage under this Article for any eligible Employee who is laid off in accordance with Article 28 of this Agreement. In such case, the otherwise eligible Employee shall be given the option of paying the total cost in advance on a monthly basis for continued coverage under this Article, for a period not to exceed six (6) months, if this is allowed by the insurance carrier or by M.S.P. regulations, as applicable.

ARTICLE 32 – NO PERSONAL HARASSMENT

32.01

Prohibition Against Personal Harassment

The Employer and the Union recognize the right of all Employees to work in an environment that is free of personal harassment. Accordingly, the personal harassment of any Employee for any reason as herein defined is prohibited.

32.02

Definition Of Personal Harassment

- (a) Personal harassment is objectionable conduct or comment directed towards a specific person or persons which serves no legitimate work purpose, and which has the effect of creating an intimidating, humiliating, hostile or offensive work environment. This does not include a single incident of a minor nature where the harm, by any objective standard, is minimal. Personal harassment also does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.
- (b) Personal harassment includes, but is not limited to, any discrimination on the basis of any of the prohibited grounds prescribed by the B.C. Human Rights Act.
- (c) Sexual harassment, as defined in Clause 32.02(d) below, is also considered to be a form of personal harassment and will not be tolerated.
- (d) **Definition Of Sexual Harassment**

Sexual harassment is unwelcome conduct of a sexual nature that detrimentally affects the work environment or leads to adverse work-related consequences.

Conduct of a sexual nature includes, but is not limited to,

- (i) a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- (ii) sexual advances with actual or implied work related consequences;
- (iii) unwelcome remarks, questions, jokes or innuendo of a sexual nature; including sexist comments or sexual invitations;
- (iv) verbal abuse, intimidation, or threats of a sexual nature;
- (v) leering, staring or making sexual gestures;
- (vi) display of pornographic or other sexual materials;
- (vii) offensive pictures, graffiti, cartoons or sayings;
- (viii) unwanted physical contact such as touching, patting, pinching, hugging;
- (ix) physical assault of a sexual nature;
- (x) other like behaviour.

Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Whether or not conduct is seen as “unwelcome” will depend on the circumstances of each case. However, the complainant need not expressly reject the conduct or object to the conduct in order to complain about it. It is sufficient if the harasser knows or ought reasonably to have known that the conduct was unwelcome.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on adult mutual consent or normal social contact between Employees.

32.03 No Frivolous, Vexatious Or Vindictive Claims

The Employer may undertake disciplinary or other appropriate action against any Employee who under this Article makes a claim of personal harassment which is determined to be frivolous, vexatious or vindictive in nature. Any such disciplinary action by the Employer with respect to any Employee who has passed probation must be for "just cause".

Resolution of Personal Harassment Complaints/Grievances**(a) Raising A Complaint Or Grievance**

A complainant may either initiate a grievance as per the grievance procedure contained in this Agreement, commencing at Step 2, or file an oral or written complaint with the Employer's Manager Of Human Resources, or delegate, and/or an external Union Representative, or delegate.

(b) Required Information In Complaint Or Grievance

An oral or written complaint or a grievance alleging personal harassment shall specify the details of the allegation(s) including:

- (i) name and job title of the complainant;
- (ii) name and job title of the respondent;
- (iii) a description of the action(s), conduct, events or circumstances involved in the complaint;
- (iv) name(s) of witnesses (if any); and
- (v) prior attempts to resolve (if any).

(c) Time Limits For Initiating A Complaint Or Grievance

A complaint or grievance alleging personal harassment must be initiated within one hundred eighty (180) consecutive calendar days from the date on which the complainant knew or ought reasonably to have known about the objectionable incident(s). This time limit may be extended by mutual agreement between the Employer and the Union.

(d) Investigation Processes

A complaint or grievance alleging personal harassment will be investigated as follows:

- (i) An external Union Representative, or delegate, and the Employer's Manager Of Human Resources, or delegate, will first undertake a preliminary investigation to determine if there appears to be sufficient credible evidence to warrant further investigation of the allegation(s).
- (ii) If necessary, based on the results of the preliminary investigation described above, the Employer's Manager Of Human Resources, or delegate, and an external Union Representative, or delegate, will jointly conduct a full and thorough investigation of the matter.
- (iii) The Employer and Union representative involved in the joint investigation described above will report their findings and recommendations, if any, to the Employer.

- (iv) Upon conclusion of the investigation process(es) arising out of this Clause 32.04(d), the Employer shall take such action as deemed appropriate by the Employer, under the circumstances, which result, if it involves any bargaining unit Employee(s), shall be subject to arbitration by the Union in accordance with the applicable provisions of this Agreement.
- (v) The investigation processes and their results arising out of this Clause 32.04(d) are to be treated by all concerned as confidential except as otherwise required on a “need to know” basis.
- (vi) Time off work for the purposes of the investigation processes arising out of this Clause 32.04(d) shall be governed by Clause 8.02 of this Agreement.
- (vii) Union Representatives involved in conducting any investigations under this Clause 32.04(d) must be persons from outside of the bargaining unit.

(e) Referral To Arbitration

Any complaint or grievance alleging personal harassment that is not resolved through the processes arising out of this Clause 32.04 may be referred to arbitration in accordance with the applicable provisions of this Agreement, in which case the authority of the arbitrator shall be as set out below.

32.05 Authority Of Arbitrator

An arbitrator hearing a grievance arising out of this Article shall have the authority to:

- (a) uphold or dismiss the grievance; and/or
- (b) return the issue to the Employer to determine the appropriate disciplinary penalty as concerns any Employee in the bargaining unit; and
- (c) retain jurisdiction to resolve any issues with respect to the imposition of any discipline of any Employee in the bargaining unit or any other matter related to the case; and
- (d) make such further orders as may be necessary to provide a final and binding resolution of the grievance.
- (e) Any action taken by the Employer, including discipline, which is consistent with the findings of fact or decision of the Arbitrator shall be considered by Parties to be determinative of the complaint and shall not form the basis of a grievance.

ARTICLE 33 - SAVINGS PROVISIONS

33.01 Government Or Legal Action Affecting Agreement

If any Article or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise be declared invalid, inoperative or unenforceable, by any competent authority or applicable legislation arising from the legislative or judicial branch of the federal or provincial governments, the remaining provisions of the Agreement shall remain in full force and effect for the life of the Agreement.

ARTICLE 34 - MISCELLANEOUS PROVISIONS

34.01 Preparation And Printing Of The Collective Agreement

- (a) The Union and the Employer shall share equally the cost for preparing and printing successive Collective Agreements between the Parties.
- (b) Prior to printing any copy of this Agreement, or any of its successors, the Employer and the Union shall consult with respect to the design and format for the Agreement.
- (c) It is understood that the printing of the successive Collective Agreements will be done “in-house” by the Union at a reasonable cost.

34.02 Communications

Except as expressly provided otherwise by this Agreement, any notice required to be given by either Party to the other pursuant to this Agreement shall be by mail to the appropriate office and representative(s) of the Employer or the Union, as the case may be. Such notification may, however, be hand-delivered or sent by facsimile or by email.

34.03 Subrogation

Where an Employee has received sick leave with pay from the Employer while absent from work by virtue of being ill or injured or because of an accident for which compensation is not payable under the Workers' Compensation Act, and that Employee subsequently recovers payment(s) from a third party, as full or partial compensation for lost wages, the Employee will repay to the Employer from such payment(s) an amount equal to the pay for the sick leave received by the Employee from the Employer and the Employer will reinstate accordingly the sick leave entitlement used by the Employee. The Employee will provide the necessary information to the Employer concerning such payment(s). The provisions of this Clause 34.03 shall not operate so as to increase the maximum number of days of paid sick leave entitlement for any Employee in any calendar year.

34.04 Paid Union Education Leave

The Employer agrees to pay into a special fund the amount of five hundred dollars (\$500.00) in each calendar year to be used by the Union for the purpose of providing paid education leave for Employees in the bargaining unit. Payments shall be made on a quarterly basis into a trust fund established by the National Union, CAW. Cheques shall be made payable to:

CAW Leadership Training Fund
CAW
205 Placer Court
North York
Willowdale, Ontario
M2H 3H9

Leave of absence for this union education shall be paid for by the Union but approval for such leave shall be subject to the operational requirements of the Employer.

ARTICLE 35 - DURATION

35.01 Duration

This Agreement shall be binding and remain in full force and effect for the period from and including July 18, 2005 to and including July 17, 2008 and thereafter in accordance with this Article.

35.02 Notice To Bargain

- (a) This Agreement may be opened for collective bargaining by a duly authorized representative of the Employer or a duly authorized representative of the Union giving written notice to the other Party on or after March 18, 2008.
- (b) Where no notice is given by either Party prior to July 18, 2008 both Parties shall be deemed to have given notice under this Clause on July 17, 2008 and thereupon Clause 35.03 below applies.

35.03 Commencement Of Bargaining

Where a Party to this Agreement has given notice under Clause 35.02 above, the Parties shall commence collective bargaining within ten (10) calendar days after the notice was given, or at some other time as may be mutually agreed.

35.04 Change In Agreement

This Agreement may be changed at any time during the life of this Agreement by the written mutual agreement of the Parties.

35.05 Effective Date Of Agreement

The provisions of this Agreement shall come into force and effect on the date of ratification of this Agreement by the Parties, except as expressly agreed otherwise in writing by the Parties.

Signed At Port Alberni, B.C. this 20th day of July, 2005

**FOR:
HERTEL MEATS LTD.**

Sheila Caldwell

Catherine Chevette

Don Percifield – Consultant
Power Labour Relations

**FOR:
UFAWU-CAW**

Garth Mirau

Anne Davidson

Bert Bales

Sean McLeod

Melanie Gill

Appendix “A” – Job Classifications And Hourly Wage Rates

JOB CLASSIFICATION:		SENIOR PLANT OPERATIONS EMPLOYEE – LEVEL 1	
STEP-ON-SCALE PROGRESSION:	HOURS ACTUALLY WORKED	JULY 18, 2005	JULY 18, 2006
		WAGE PER HOUR	WAGE PER HOUR
	Start	\$14.25	SEE NOTE (6) BELOW
	1,040	\$14.50	
	2,080	\$14.75	
	3,120	\$15.00	
	4,160	\$15.25	
	5,200	\$16.00	
NATURE OF DUTIES:	<p>Level 1 Employees must be qualified as a Level 2 Employee and be able to perform all of the following jobs at line speed and to specification:</p> <p>break heads; open brisket/pull tongue; splitting saw; held rail; head skinning; drop bung; gut; lift neck bones; trim loins and butts; bone all primal and sub-primal pork cuts.</p>		

JOB CLASSIFICATION:		SENIOR PLANT OPERATIONS EMPLOYEE – LEVEL 2	
STEP-ON-SCALE PROGRESSION:	HOURS ACTUALLY WORKED	JULY 18, 2005	JULY 18, 2006
		WAGE PER HOUR	WAGE PER HOUR
	Start	\$12.25	SEE NOTE (6) BELOW
	1,040	\$12.50	
	2,080	\$12.75	
	3,120	\$13.00	
	4,160	\$13.25	
	5,200	\$14.00	
NATURE OF DUTIES:	<p>Level 2 Employees must be qualified as a Plant Operations Employee and be able to perform all of the following jobs at line speed and to specification:</p> <p>stick/shackle hogs; gam; band saw; pull side ribs; trim bellies; finalize/scale operation.</p> <p>Additionally, this Employee must be able to perform at least three (3) of the following jobs at line speed and to specification:</p> <p>shave hogs; stick wound removal; offal harvest; heart-valve harvest; stun; toenail removal; hog scale/probe; scrape; offal cleaning; tail and flank removal; skinner; head boning; jowl trim; back fat trim; whizard knife; remove riblets.</p>		

Appendix “A” – Job Classifications And Wage Rates

JOB CLASSIFICATION:	SENIOR PLANT OPERATIONS EMPLOYEE – LEVEL 2 – SAUSAGE MAKER - ELITE
COMPENSATION:	Salary to be resolved by negotiation between the Employer and the individual Employee
NATURE OF DUTIES:	elite or master sausage-maker

JOB CLASSIFICATION:	SENIOR PLANT OPERATIONS EMPLOYEE – LEVEL 2 – SAUSAGE MAKER - BASIC		
STEP-ON-SCALE PROGRESSION:	HOURS ACTUALLY WORKED	JULY 18, 2005 WAGE PER HOUR	JULY 18, 2006 WAGE PER HOUR
	Start	\$12.40	SEE NOTE (6) BELOW
	1,040	\$12.65	
	2,080	\$12.90	
	3,120	\$13.15	
	4,160	\$13.40	
	5,200	\$14.15	
NATURE OF DUTIES:	<p>Level 2 Employees must be qualified as a Plant Operations Employee and be able to perform all of the following jobs at line speed and to specification:</p> <p>stick/shackle hogs; gam; band saw; pull side ribs; trim bellies; finalize/scale operation.</p> <p>Additionally, this Employee must be able to perform at least three (3) of the following jobs at line speed and to specification:</p> <p>shave hogs; stick wound removal; offal harvest; heart-valve harvest; stun; toenail removal; hog scale/probe; scrape; offal cleaning; tail and flank removal; skinner; jowl trim; back fat trim; whizard knife; remove riblets.</p> <p>Additionally, this Employee must have specialized skills and abilities involving chopping; grinding; mixing; and cutting with respect to sausage making.</p>		

JOB CLASSIFICATION:	SENIOR PLANT OPERATIONS EMPLOYEE – LEVEL 2 – CURER		
STEP-ON-SCALE PROGRESSION:	HOURS ACTUALLY WORKED	JULY 18, 2005 WAGE PER HOUR	JULY 18, 2006 WAGE PER HOUR
	Start	\$12.40	SEE NOTE (6) BELOW
	1,040	\$12.65	
	2,080	\$12.90	
	3,120	\$13.15	
	4,160	\$13.40	
	5,200	\$14.15	
NATURE OF DUTIES:	<p>Level 2 Employees must be qualified as a Plant Operations Employee and be able to perform all of the following jobs at line speed and to specification:</p> <p>stick/shackle hogs; gam; band saw; pull side ribs; trim bellies; finalize/scale operation.</p> <p>Additionally, this Employee must be able to perform at least three (3) of the following jobs at line speed and to specification:</p> <p>shave hogs; stick wound removal; offal harvest; heart-valve harvest; stun; toenail removal; hog scale/probe; scrape; offal cleaning; tail and flank removal; skinner; jowl trim; back fat trim; whizard knife; remove riblets.</p> <p>Additionally, this Employee must have specialized skills and abilities involving mixing and injecting brine with respect to curing of product.</p>		

Appendix “A” – Job Classifications And Wage Rates

JOB CLASSIFICATION:		PLANT OPERATIONS EMPLOYEE	
STEP-ON-SCALE PROGRESSION:	HOURS ACTUALLY WORKED	JULY 18, 2005 WAGE PER HOUR	JULY 18, 2006 WAGE PER HOUR
	Start	\$09.00	SEE NOTE (6) BELOW
	1,040	\$10.00	
	2,080	\$10.50	
	3,120	\$11.00	
	4,160	\$11.50	
	5,200	\$12.00	
NATURE OF DUTIES:	Production and general duty Employees who must be able to perform all of the following jobs at line speed and to specification: sausage line production; bacon line production; smoked product production; drover; burner; leaf lard removal; weigh/push/stamp carcasses; final wash; offal packing; box preparation; wrapping and packaging; scale operator/stack boxes; quality assurance; quality control; small order processing, cleaning gams, hook, rollers; chopping; grinding; batch making; sanitation.		

JOB CLASSIFICATION:		SHIPPER/RECEIVER	
STEP-ON-SCALE PROGRESSION:	HOURS ACTUALLY WORKED	JULY 18, 2005 WAGE PER HOUR	JULY 18, 2006 WAGE PER HOUR
	Start	\$12.50	SEE NOTE (6) BELOW
	1,040	\$13.00	
	2,080	\$13.50	
	3,120	\$14.00	
	4,160	\$14.50	
	5,200	\$15.00	
NATURE OF DUTIES:	A production and general duty Employee whose duties include shipping and receiving work functions and who must be qualified as a Plant Operations Employee and who must be proficient at and licensed to operate motor vehicles, lift trucks, high lift and fork lift.		

JOB CLASSIFICATION:		MAINTENANCE JOURNEYMAN	
STEP-ON-SCALE PROGRESSION:	HOURS ACTUALLY WORKED	JULY 18, 2005 WAGE PER HOUR	JULY 18, 2006 WAGE PER HOUR
	Start	\$19.00	SEE NOTE (6) BELOW
	1,040	\$20.00	
	2,080	\$21.00	
NATURE OF DUTIES:	Certified Tradesman (in trades required full time by the Employer)		

Appendix “A” – Job Classifications And Wage Rates

JOB CLASSIFICATION:	MAINTENANCE HELPER		
STEP-ON-SCALE PROGRESSION:	HOURS ACTUALLY WORKED	JULY 18, 2005	JULY 18, 2006
		WAGE PER HOUR	WAGE PER HOUR
	Start	\$09.15	SEE NOTE (6) BELOW
	1,040	\$10.15	
	2,080	\$10.65	
	3,120	\$11.15	
	4,160	\$11.65	
	5,200	\$12.15	
NATURE OF DUTIES:	A production and general duty Employee whose duties include helping a Maintenance Journeyman as directed by the Employer and who must be qualified as a Plant Operations Employee.		

NOTES TO APPENDIX “A”

(1) NATURE OF DUTIES:

The “nature of duties” as set out in this Appendix “A” are in each case intended to be an illustrative and not an exhaustive list of work functions. The “nature of duties” as set out herein are intended to reflect fluid pools of work functions. Accordingly, the “nature of duties” in each case can be changed as a reserved right of management. They do **NOT** constitute job descriptions.

(2) JOB (WORK FUNCTION) ROTATION:

All Employees are required to acquire skills in all jobs (work functions) in their job classification in order to facilitate job (work function) rotation within their job classification.

(3) CROSS-UTILIZATION:

Each Employee shall be obliged to perform any work within the bargaining unit as directed by the Employer, without regard to job classification. Employees in a higher job classification who perform work in a lower job classification shall maintain their current wage rate per this Appendix “A”, except as expressly provided otherwise by the Collective Agreement. Employees in a lower job classification who perform work in a higher job classification may be entitled, when applicable, to additional pay in accordance with Clause 16.02 of the Collective Agreement.

(4) GENERAL CLEAN-UP:

All Employees in the bargaining unit shall be obliged to perform general clean-up duties when directed to do so by the Employer.

(5) “HOURS ACTUALLY WORKED” DEFINED

For the purposes of this Appendix “A”, “hours actually worked” shall be defined to mean and include all worked hours paid for at straight-time or overtime hourly rates for work **actually** performed, including paid rest periods, but excluding meal periods, and any other “deemed worked” time, whether paid or unpaid under the Collective Agreement.

(6) BASE HOURLY WAGE RATE INCREASES – EFFECTIVE JULY 18, 2006

Effective July 18, 2006 increase all base hourly wage rates set out in this Appendix “A” by one and one-half percent (1 ½ %), save and except as expressly provided otherwise in note (8) below.

(7) BASE HOURLY WAGE RATE INCREASES – EFFECTIVE JULY 18, 2007

Effective July 18, 2007 increase all base hourly wage rates set out in this Appendix “A” by two percent (2%), save and except as expressly provided otherwise in note (8) below.

(8) EXCLUSIONS FROM GENERAL WAGE INCREASES – 2006 AND 2007

Employees subject to “Red Circle Salary Treatment – Type 2” shall not be entitled to receive any of the general wage increases described in note (7) and note (8) above.

APPENDIX “A” - JOB CLASSIFICATION DISTRIBUTION

JOB CLASSIFICATION	EMPLOYEE NAME	STEP LEVEL	STEP-ON-SCALE	CURRENT HOURLY PAY RATE	SENIORITY DATE	NOTES
Senior Plant Operations Employee Level 1	G. Dol	5,280	\$16.00	\$15.50	04/01/96	
	J. Graitson	3,120	\$15.00	\$13.00	20/11/03	
	H. Down	1,040	\$14.50	\$15.00	12/11/04	(1)
	S. McLeod	5,280	\$16.00	\$14.75	08/10/96	
Senior Plant Operations Employee Level 2	A. Gill	5,200	\$14.00	\$14.00	25/07/01	
	R. Little	5,200	\$14.00	\$13.00	08/07/02	
	T. Hartard	1,040	\$12.50	\$12.00	02/07/04	
	R. Paul	1,040	\$12.50	\$10.00	19/08/04	
	M. Reynolds	1,040	\$12.50	\$13.50	24/02/05	(1)
	S. Cyr	5,200	\$14.00	\$13.50	08/12/97	
	B. Asher	1,040	\$12.50	\$11.00	21/09/04	
Plant Operations Employee	F. Cantin	5,200	\$12.00	\$15.00	01/09/92	(2)
	B. Caldwell	5,200	\$12.00	\$15.15	01/06/93	(2)
	D. Lesire	5,200	\$12.00	\$10.50	01/09/94	
	M. Gill	5,200	\$12.00	\$11.25	02/09/99	
	H. Calverley	5,200	\$12.00	\$12.00	10/11/99	
	D. Graitson	5,200	\$12.00	\$09.75	06/03/00	
	C. Gill	5,200	\$12.00	\$09.75	08/06/00	
	L. Thompson	5,200	\$12.00	\$09.00	04/10/00	
	J. Harrigan	5,200	\$12.00	\$10.50	24/11/00	
	K. Miller	1,040	\$10.00	\$10.75	05/02/01	(1)
	J. Caldwell	1,040	\$10.00	\$08.50	02/06/02	
	S. Emblem	5,200	\$12.00	\$10.50	29/07/02	
	B. Vandermey	1,040	\$10.00	\$09.50	06/02/03	
	W. Landsvik	2,080	\$10.50	\$10.50	29/09/03	
	B. Bales	3,120	\$11.00	\$12.50	02/12/03	(2)
	J. Pater	1,040	\$10.00	\$09.50	09/08/04	
	R. Dodge	1,040	\$10.00	\$09.25	19/08/04	
	L. Agar	1,040	\$10.00	\$09.50	04/10/04	
	C. Hay	Start	\$09.00	\$13.00	06/10/04	(2)
	R. Vanderest	1,040	\$10.00	\$09.25		
K. Reynolds	Start	\$09.00	\$9.50	09/12/04	(1)	

	J. Blondhal	Start	\$09.00	\$9.00		
Senior Plant Operations Employee Level 2 – Sausage Maker – Basic	B. Thompson	5,200	\$14.15	\$13.00	13/01/98	
Senior Plant Operations Employee Level 2 – Curer	T. Pater	3,120	\$13.15	\$11.50	20/11/03	
Shipper/Receiver	I. Miller C. Gaudet	5,200	\$15.00	\$15.00	23/06/99	(3)
Maintenance Journeyman	B. Reynolds T. Richardson	2,080 2,080	\$21.00 \$21.00	\$21.00 \$20.00	10/11/99 02/11/01	
Maintenance Helper	Vacant Position					

NOTES:

(1) “Red Circle Wage Treatment – Type 1”

“Red Circle Wage Treatment – Type 1” means that an Employee’s base hourly wage rate will be maintained, but not increased, with respect to a given job classification until the Employee has accumulated the required number of hours actually worked to progress to a step-on-scale base hourly wage rate for that job classification as set out in Appendix “A” that is higher than the Employee’s “red circled” or “frozen” base hourly wage rate.

(2) “Red Circle Wage Treatment – Type 2”

“Red Circle Salary Treatment – Type 2” means that an Employee’s base hourly wage rate will be maintained, but not increased, above the maximum base hourly wage rate for a given job classification as set out in Appendix “A” until this maximum is raised to a level above the Employee’s “red circled” or “frozen” base hourly wage rate. Accordingly, while subject to “Red Circle Salary Treatment – Type 2”, an Employee will not be entitled to any increases in the base hourly wage rate(s) otherwise applicable to the given job classification, unless and until the total of any such increase(s) in base hourly wage rate(s) give(s) rise to a maximum base hourly wage rate for the given job classification which is higher than the Employee’s “red circled” or “frozen” base hourly wage rate. “Red Circle Salary Treatment – Type 2” shall also end through the application of Clause 15.05, Clause 28.03(b), or Clause 28.07(d) of the Collective Agreement.

(3) Special Circumstances – Ian Miller

The Employer and the Union agree that in recognition of the many years of long and loyal service by Ian Miller the method of determining his hours of work, overtime and overall compensation shall not be changed by any provision of the Collective Agreement including, but not not limited to, any general wage increase(s) negotiated by and between the Parties that are otherwise applicable to all Employees in the bargaining unit. It is further understood and agreed that this arrangement shall prevail for so long as Ian Miller remains an incumbent in the job classification of Shipper/Receiver. Effectively, Ian Miller is to receive “Red Circle Wage Treatment – Type 2” with respect to the job classification of Shipper/Receiver.

(4) “Step Levels”

The “Step Levels” set out above reflect hours actually worked up to July 18, 2005.

(5) “Step-On-Scale Hourly Pay Rates” – Effective Date

The “Step-On-Scale Hourly Pay Rates” set out above come into effect on July 18, 2005.

(6) “Current Hourly Pay Rates” – Effective Date

The “Current Hourly Pay Rates” set out above are as in effect immediately prior to July 18, 2005.

LETTER OF UNDERSTANDING NO. 1

BETWEEN

**HERTEL MEATS LTD.
(hereinafter termed the "Employer")**

AND

**UFAWU-CAW
(hereinafter termed the "Union")**

RE: INITIAL IMPLEMENTATION OF THE WAGE GRID – APPENDIX “A”

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the “Parties”, do hereby expressly and mutually agree as follows:

(1) No Reduction In Base Hourly Rates When Wage Grid Implemented

No Employee shall have his or her base hourly rate reduced at the time of initial implementation of the wage grid set out in Appendix “A” contained in the first collective agreement between the Parties.

(2) Changing The Letter Of Understanding

This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

(3) Incorporating Letter Of Understanding Into Collective Agreement

This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this _____ day of _____, 20__

Sheila Caldwell
Manager Of Human Resources
FOR THE EMPLOYER

Garth Mirau
Vice President
FOR THE UNION

LETTER OF UNDERSTANDING NO. 2

BETWEEN

**HERTEL MEATS LTD.
(hereinafter termed the "Employer")**

AND

**UFAWU-CAW
(hereinafter termed the "Union")**

RE: TEAM LEADERSHIP

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the "Parties", do hereby expressly and mutually agree as follows:

(1) Designation As Team Leader

The Employer shall have the right to designate one or more Employees to provide team leadership within the bargaining unit with the area of jurisdiction to be determined in each case, and changed as necessary, subject to the sole discretion of the Employer.

(2) Attributes Of A Team Leader

To be designated as a team leader, an Employee must demonstrate superior knowledge; expertise; work ethic; work record including, but not limited to, attendance; and interpersonal skills.

(3) Purpose Of Team Leadership

(a) The role of a Team Leader is to provide mentoring, guidance and other assistance and support to Employees within his or her area of jurisdiction to promote enhanced morale and efficiency and excellence of production, as directed by the Employer. The role of Team Leader is in addition to and does not replace the other duties of such Employee as directed by the Employer.

(b) A Team Leader shall not be involved in the discipline of any bargaining unit employee.

(4) Team Leader Premium Pay

Team Leader premium pay shall be in accordance with Clause 19.02 and all other applicable provisions of the Collective Agreement.

(5) Selection Process

- (a) When the Employer requires one (1) or more Team Leaders from within the bargaining unit it shall consider “expression of interest” as follows:
 - (i) Bargaining unit employees can submit to the Employer in writing an “expression of interest” at any time in any given calendar year to be considered by the Employer for the next available opening during that calendar year for a Team Leader. Such submission shall be deemed to be a standing application for the given calendar year for any posted vacancy for a Team Leader. The Employer shall provide a standard “expression of interest” form to be used for this purpose.
 - (ii) When the Employer determines during any calendar year that an opening exists for a Team Leader particulars shall be posted by the Employer in written form for at least fourteen (14) consecutive calendar days and bargaining unit employees can respond by submitting a written “expression of interest.” The Employer shall provide a standard “expression of interest” form to be used for this purpose.
- (b) Selection of a Team Leader shall be made by the Employer after consultation with the Union. and shall not require any job classification posting under the Collective Agreement.
- (d) A Team Leader may have this designation removed at any time by the Employer.

(6) Changing The Letter Of Understanding

This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

(7) Incorporating Letter Of Understanding Into Collective Agreement

This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this ____ day of _____, 20__

Sheila Caldwell
Manager Of Human Resources
FOR THE EMPLOYER

Garth Mirau
Vice President
FOR THE UNION

LETTER OF UNDERSTANDING NO. 3

BETWEEN

**HERTEL MEATS LTD.
(hereinafter termed the "Employer")**

AND

**UFAWU-CAW
(hereinafter termed the "Union")**

RE: "ON THE JOB" TRAINING AND ATTENDANCE

WHEREAS, the Parties mutually agree it is in the combined interest of all concerned to promote the highest possible degree of "on the job" training on a regular basis for all employees in the bargaining in respect of all bargaining unit work functions; and

WHEREAS, the Parties mutually agree it is in the combined interest of all concerned to promote the highest possible degree of attendance at work on a regular basis by all employees in the bargaining unit;

NOW, THEREFORE, the Parties mutually agree as follows:

- (1) The Employer and the Union agree to commence meeting at the Labour-Management Committee level within ninety (90) consecutive calendar days after the date of ratification of the Collective Agreement for the purpose of attempting to resolve a mutually acceptable program that provides for additional "on-the-job" training opportunities within the bargaining unit based on specific attendance targets being achieved and maintained.
- (2) The objective of this program will be to provide each bargaining unit employee with enhanced opportunities to learn "hands on" first how to perform all of the work functions within his or her job classification then, when possible, within higher paying job classifications that are of interest to the employee.
- (3) This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- (4) This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this _____ day of _____, 20__

Sheila Caldwell
Manager Of Human Resources
FOR THE EMPLOYER

Garth Mirau
Vice President
FOR THE UNION

LETTER OF UNDERSTANDING NO. 4

BETWEEN

**HERTEL MEATS LTD.
(hereinafter termed the "Employer")**

AND

**UFAWU-CAW
(hereinafter termed the "Union")**

RE: HELENA HERTEL

- (1) In recognition for and appreciation of her involvement as one (1) of the founding partners of Hertel Meats Ltd., the Union specifically agrees that, despite any provision of the Collective Agreement to the contrary, Ms. Helena Hertel can continue to perform bargaining unit work as per past and current practice.
- (2) This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- (3) This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this _____ day of _____, 20__

Sheila Caldwell
Manager O Human Resources
FOR THE EMPLOYER

Garth Mirau
Vice President
FOR THE UNION

LETTER OF UNDERSTANDING NO. 5

BETWEEN

**HERTEL MEATS LTD.
(hereinafter termed the "Employer")**

AND

**UFAWU-CAW
(hereinafter termed the "Union")**

**Re: Changing Process For Addressing Complaints And Grievances
Alleging Personal Harassment**

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the "Parties", do hereby expressly and mutually agree as follows:

- (1) The Parties mutually agree that the process for addressing complaints and grievances alleging personal harassment as set out in Article 32 of the Collective Agreement was resolved by and between them in collective bargaining on a "trial" basis and accordingly is subject to change in accordance with this Letter Of Understanding.
- (2) A Party seeking change to the process for addressing complaints and grievances alleging personal harassment as set out in Article 32 of the Collective Agreement shall have the right at any time to serve written notice to this effect on the other Party and as soon as possible thereafter the Parties shall meet as necessary to attempt to resolve through negotiation the matters at issue. The Collective Agreement shall be amended in writing as necessary to reflect the results of any mutually agreed changes to Article 36 that result from any such negotiation.
- (3) This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- (4) This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this _____ day of _____, 20__

Sheila Caldwell
Manager O Human Resources
FOR THE EMPLOYER

Garth Mirau
Vice President
FOR THE UNION

LETTER OF UNDERSTANDING NO. 6

BETWEEN

**HERTEL MEATS LTD.
(hereinafter termed the "Employer")**

AND

**UFAWU-CAW
(hereinafter termed the "Union")**

Re: "Short-Term Recall" List

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the "Parties", do hereby expressly and mutually agree as follows:

- (1) The purposes of the "short-term recall" list are to provide the Employer with the ability:
 - (a) to fill job classification vacancies on a temporary basis while completing the job posting process under Article 15 of the Collective Agreement; and
 - (b) to fill job classification vacancies on a temporary basis while completing the standard recall process under Article 28 of the Collective Agreement; or
 - (c) to replace on a temporary basis bargaining unit personnel who are absent from work for any reason; or
 - (d) to provide on a temporary basis additional personnel to cover peak workload demands;

subject to the time limits and other terms and conditions set out in this Letter Of Understanding.

- (2) "Short-term recall" for the purposes described in Paragraph (1) above shall be defined to mean a recall pursuant to this Letter Of Understanding No. 6 which is for a time period of fourteen (14) consecutive calendar days or less. This time period may be extended by mutual agreement between the Employer and the Union, on a case by case basis.
- (3) Employees who are laid off such that they have recall rights under Article 28 of the Collective Agreement will be placed on the standard recall list governed by the provisions of that Article but shall also have the option at their choice of being placed additionally on the "short-term recall" list governed by the provisions of this Letter Of Understanding.
- (4) Until an Employee on layoff status with subsisting recall rights requests to be included on the "short-term recall" list, the Employer shall not be obliged to contact the Employee with respect to any "short term recall" undertaken pursuant to this Letter Of Understanding. Employees shall have the right at any time, by their request, to have their names removed from the "short-term recall" list.

- (5) Employees who are on layoff status and who choose not to be placed on the “short-term recall” list or who choose to have their names removed from the “short-term” recall list shall have the right to do so without prejudicing their subsisting recall rights under Article 28 of the Collective Agreement.
- (6) Employees on the “short-term recall” list shall be recalled under this Letter Of Understanding to perform available temporary work as herein defined within the job classification(s) from which they were last displaced and/or laid off pursuant to the applicable provisions of Article 28. Such “short-term recall” shall be based on seniority, from highest to lowest, with respect to each such job classification.
- (7) An Employee subject to “short-term recall” shall be given at least twenty-four (24) hours advance notice of such recall by the Employer, unless he or she consents to a shorter notice period, on a case by case basis.
- (8) Employee contact by the Employer for the purposes of “short-term recall” pursuant to this Letter Of Understanding No. 6 shall be by telephone. It shall be the responsibility of each Employee who is on the “short-term recall” list to provide the Employer with a current, and updated as necessary, telephone number for the purposes of such contact. An Employee on the “short-term recall” list who does not respond to a telephone call or voice message from the Employer within two (2) hours of the time of contact by the Employer shall be bypassed with respect to the available work.
- (9) The time of any telephone call to give “short-term recall” notice shall in each case be recorded by the Employer and this time shall be deemed to be the contact time for the purposes of Paragraph (8) above, whether or not the message can be delivered.
- (10) An Employee subject to “short-term recall” shall be informed by the Employer in advance about the anticipated duration of the recall, that is, the length of time estimated to complete the available body of work.
- (11) An Employee subject to “short-term recall” pursuant to the provisions of this Letter Of Understanding shall have the right to decline such recall without incurring any discipline and without prejudicing his or her subsisting recall rights under Article 28 of the Collective Agreement.
- (12) An Employee who does not respond within the prescribed two (2) hour time limit on three (3) separate occasions to a total of three (3) telephone calls or voice messages from the Employer for “short-term recall” pursuant to the provisions of this Letter Of Understanding may be removed from the “short-term” recall list at the discretion of the Employer; however, such action by the Employer, if taken, shall not prejudice the Employee’s subsisting recall rights under Article 28 of the Collective Agreement. An Employee thus removed from the “short-term recall” list shall be returned to the list, upon request, unless the Employer and the Union mutually agree otherwise. An Employee on the “short-term recall” list shall be obliged to inform the Employer in a timely manner if he or she will be unavailable for contact purposes for any extended period.

- (13) The Employer shall not be obliged to give any Employee recalled to work pursuant to the provisions of this Letter Of Understanding any notice or pay in lieu concerning return to layoff status when the period of the “short-term recall” is concluded, as determined by the Employer. In such case, the Employee shall simply resume layoff status.
- (14) No “short-term recall” arising out of the provisions of this Letter Of Understanding shall have the effect of extending the recall period under Article 28 for any Employee. For greater clarity and certainty, the recall period under Article 28 for any Employee who is subject to the provisions of this Letter Of Understanding shall be the same whether or not the Employee performs any work by virtue of the application of this Letter Of Understanding.
- (15) If no Employees are on the “short-term recall” list or if the Employer is unable through this Letter Of Understanding to meet its personnel requirements as described in Paragraph (1) above, then the Employer shall have the right to hire from external sources for such purposes, subject to the time limits as herein defined.
- (16) Nothing contained in this Letter Of Understanding shall be construed or interpreted as a guarantee of employment or hours of work.
- (17) This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- (18) This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this ____ day of _____, 20__

Sheila Caldwell
 Manager Of Human Resources
FOR THE EMPLOYER

Garth Mirau
 Vice President
FOR THE UNION

LETTER OF UNDERSTANDING NO. 7

BETWEEN

**HERTEL MEATS LTD.
(hereinafter termed the "Employer")**

AND

**UFAWU-CAW
(hereinafter termed the "Union")**

RE: FIRST AID ATTENDANTS

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the "Parties", do hereby expressly and mutually agree as follows:

- (1) The Employer will meet the requirements of W.C.B. to provide First Aid Attendants by using bargaining unit personnel with the necessary certification, provided that on a per shift basis such employees are available at work as scheduled. Such person(s) will be the Designated First Aid Attendant(s) for each given shift and will be selected and compensated as per the Collective Agreement.
- (2) When a Designated First Aid Attendant is absent from a scheduled shift, the Employer will designate another employee from within the bargaining unit to act in this capacity, providing such person is at work for that shift, has the necessary certification and consents to the assignment.
- (3) The Employer will act reasonably and responsibly to balance the need to provide a pool of trained First Aid Attendants within the bargaining unit and the need to control the cost to pay for this training.
- (4) When necessary to ensure compliance by the Employer with W.C.B. requirements and to provide coverage during the rest and meal breaks of any Designated First Aid Attendant from within the bargaining unit, management personnel with the necessary certification can act in the capacity of First Aid Attendant.
- (5) Nothing contained in this letter or the Collective Agreement confers exclusive jurisdiction upon the Union with respect to First Aid coverage required by the Employer to comply with W.C.B. requirements.
- (6) Management or other excluded personnel with the appropriate certification may respond to any first aid situation that is of a serious or emergent nature.
- (7) This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.
- (8) This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this ____ day of _____, 20__

Sheila Caldwell
Manager Of Human Resources
FOR THE EMPLOYER

Garth Mirau
Vice President
FOR THE UNION

LETTER OF UNDERSTANDING NO. 8

BETWEEN

**HERTEL MEATS LTD.
(hereinafter termed the "Employer")**

AND

**UFAWU-CAW
(hereinafter termed the "Union")**

RE: GENERAL MANAGER INVOLVEMENT IN THE SMOKING PROCESS

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the "Parties", do hereby expressly and mutually agree as follows:

(1) Continuation Of Practice

The Union agrees that the General Manager or in his absence, a delegate, can continue to be involved in the smoking process as per historical and current practice. This work includes start-up, monitoring and adjustment of the smoking process, typically done on evenings and weekends.

(2) Letter Of Understanding Takes Precedence

In the event of any conflict involving the language contained elsewhere in the Collective Agreement and the provisions of this Letter Of Understanding, the provisions of this Letter Of Understanding shall take precedence and prevail.

(3) Changing The Letter Of Understanding

This Letter Of Understanding may be changed at any time by the written mutual agreement of the Employer and the Union.

(4) Incorporating Letter Of Understanding Into Collective Agreement

This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply.

Signed at _____, B.C. this _____ day of _____, 20__

Sheila Caldwell
Manager Of Human Resources
FOR THE EMPLOYER

Garth Mirau
Vice President
FOR THE UNION

LETTER OF UNDERSTANDING NO. 9

BETWEEN

**HERTEL MEATS LTD.
(hereinafter termed the "Employer")**

AND

**UFAWU-CAW
(hereinafter termed the "Union")**

RE: LUMP SUM PAYMENTS FOR CERTAIN EMPLOYEES

With respect to the above cited subject matter, the Employer and the Union, hereinafter referred to as the "Parties", do hereby expressly and mutually agree as follows:

- (1) It is mutually agreed that the following named bargaining unit Employees shall each be paid by the Employer by separate cheque issued within thirty (30) calendar days of the date of ratification of the first collective agreement between the Parties the sum of Five Hundred Dollars (\$500.00):

H. Down;
A. Gill;
M. Reynolds;
F. Cantin;
B. Caldwell;
H. Calverley;
K. Miller;
W. Landsvik;
B. Bales;
C. Hay;
K. Reynolds;
J. Blondhal;
I. Miller;
C. Gaudet; and
B. Reynolds.

- (2) This Letter Of Understanding shall be deemed to be incorporated into the Collective Agreement between the Employer and the Union as if set forth in full therein in writing, and shall so apply, until the Employer has fulfilled the payment obligations set out in Paragraph (1) above, at which time this Letter Of Understanding shall become null and void.

Signed at _____, B.C. this _____ day of _____, 20__

Sheila Caldwell
Manager Of Human Resources
FOR THE EMPLOYER

Garth Mirau
Vice President
FOR THE UNION

June 25, 2005

Mr. Garth Mirau
Vice President
UFAWU-CAW
1st Floor – 326 12th Street
New Westminster, B.C.
V3M 4H6

By Hand

Dear Mr. Mirau:

Re: Distributing Overtime To Employees On Scheduled Days Off Work

This letter is to confirm the understandings reached by and between Hertel Meats Ltd. (“Employer”) and the UFAWU-CAW (“Union”) during collective bargaining between them in 2005 as concerns distributing overtime to employees on scheduled days off work. These understandings are as follows:

1. The Employer and the Union agree that if the distribution of overtime to bargaining unit employees who are on scheduled days off work becomes an issue requiring attention, the Parties will convene at the earliest opportunity at the Labour/Management Committee level to address the matter.

Yours truly,

Sheila Caldwell
Manager Of Human Resources
FOR THE EMPLOYER

Garth Mirau
Vice President
FOR THE UNION