

Appendix "A"

COLLECTIVE AGREEMENT

BETWEEN:

**Floralia Plant Growers Ltd.
(the "Employer")**

-and-

**UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL
UNION, Local 1518**

(the "Union")



Expiry: September 22, 2012

PREAMBLE:

WHEREAS the Employer and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and the employees covered by this Agreement, to provide methods for fair and amicable resolution of disputes which may arise between them and promote efficiency and improved operations.

NOW, THEREFORE, THE UNION AND THE EMPLOYER MUTUALLY AGREE AS FOLLOWS:

ARTICLE 1: UNION RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer in the province of British Columbia save and except office workers and supervisors and as excluded by the *Labour Relations Code*.
- 1.02 The term 'employee' in this Collective Agreement applies to all persons in the bargaining unit, and include foreign workers. 'Foreign workers' refers to employees hired under programs listed in Article 4.01.
- 1.03 No employee shall be discharged or discriminated against for lawful Union activities, or performing services on a Union committee outside working hours or for reporting to the Union the violation of any provisions of this Agreement.

ARTICLE 2: MANAGEMENT RIGHTS

- 2.01 The Union recognizes that the Employer retains all the rights, powers and authority in management except those specifically abridged, delegated, granted to others or modified by this Agreement. Without restricting the foregoing, the Employer has the sole and exclusive right to plan, direct and control operations; to determine crop selection and production needs and methods, to determine the number of employees required from time to time, lay off or repatriation as applicable, services to be performed, and the methods, procedure, and equipment; to maintain order, discipline and efficiency; to direct its work force; to hire, transfer, demote, promote, assign and reassign jobs or duties; to discipline, including

suspend or discharge for just and sufficient cause; to discontinue any crop or method of production; and to make and alter from time to time reasonable rules and regulations not inconsistent with the terms of this Agreement.

- 2.02 The foregoing management rights shall not be deemed to exclude other functions not specifically covered by this Agreement. The management, therefore, retains all rights not otherwise specifically covered by this Agreement.
- 2.03 In administering this Agreement, the parties agree to act fairly, reasonably and in good faith in a manner consistent with the Agreement as a whole.

ARTICLE 3: UNION SECURITY

- 3.01 (a) Each employee in the bargaining unit shall have an amount equal to the current Union dues, fees or assessments as directed by the Union, deducted by the Employer from each pay. The Union shall supply the Employer with dues authorization forms. The Employer must distribute the dues authorization forms to the employees. Such dues shall be forwarded to the Union monthly, not later than the fifteenth (15) day of the month following the month in which such a deduction is made, together with a list of the names and Social Insurance Numbers of employees (as soon as available) from whom deductions have been made and the amounts of such deductions.
- (b) When the farm is operational and employees working, the Employer shall provide the Union with the list in (a) above, and include a list of employees whose employment has been terminated.
- 3.02 The Union shall notify the Employer in writing of any changes in the amount of dues at least one (1) month prior to the end of the pay period in which the deductions are to be made.
- 3.03 The Union shall indemnify and save harmless the Employer, its agents and/or employees acting on behalf of the Employer, from any and all claims, demands, actions or causes of action arising from, or in any way connected with the collection and remittance of such dues.
- 3.04 The Employer shall advise a Union Steward of the hire of new employees on the first day of work for such employees. The Steward shall have up to fifteen (15) minutes, at a time and place mutually agreed between the Steward and the Employer, in order to

acquaint new employees with information about the terms and conditions of employment contained in the Collective Agreement and the Union Representation. Where more than one employee start work on the same day, then the Steward shall address those employees as a group within the same fifteen (15) minutes.

- 3.05 When an Income Tax (T-4) slip is made available, it shall indicate the amount of dues paid to the Union by the employee in the previous year.
- 3.06 As of the date of ratification, and as a condition of employment, all employees in the bargaining unit shall sign a union membership application. This process shall be the Union's responsibility. If a foreign worker refuses to sign a union membership application, the Employer will submit a transfer request to the applicable consulate. The Union will receive a copy of the transfer request. Until a replacement worker is found that employee shall remain employed by the Employer but without recall or seniority rights under this Collective Agreement.

ARTICLE 4: FOREIGN SEASONAL AGRICULTURAL WORKERS

- 4.01 The SAWP agreement is attached to this Collective Agreement as an "Addendum". Should the Employer wish to examine any new Government Foreign Worker Program (other than SAWP), the Employer and the Union will meet to discuss the program and to negotiate, if necessary, any changes that may be required.
- 4.02 Where the SAWP Program determines that there are insufficient Canadian citizens or residents available to perform seasonal agricultural work, the Employer may apply for such number of Foreign Workers as are deemed necessary by the Employer, in its sole discretion, pursuant to the terms of the SAWP Program.
- 4.03 Foreign workers shall be engaged for a period up to but not exceeding eight (8) months in duration, Between January 1 and December 15 of each year (hereinafter referred to as a "season").

ARTICLE 5: PROBATIONARY PERIOD

- 5.01 All new employees shall be subject to a probationary period of five (5) months from the first day worked. Foreign Workers who have completed the probationary period with the Employer in a prior season(s) shall not be subject to another probationary period. During the probationary period, the Employer may, at its sole discretion, discipline or discharge any probationary employee and

said employee shall have no recourse to the Grievance and Arbitration sections of this Agreement.

ARTICLE 6: UNION STEWARDS, REPRESENTATIVES & COMMITTEES

- 6.01 (a) The Union shall have the right to appoint one (1) Steward and one (1) alternate steward, from employees within the bargaining unit who have been employed with the Employer for a minimum of 2 months.
- (b) The Union shall notify the Employer in writing of the name of each Steward and where applicable each Committee member, before management shall be required to recognize any person so appointed.
- (c) The Union acknowledges that the Stewards have regular duties to perform for the Employer. The Steward shall, with the consent of his supervisor, be permitted to leave their regular duties for a reasonable length of time without loss of pay to function as a steward as provided in the collective agreement for the prompt handling of necessary Union business, and such consent from the supervisor shall not be unreasonably withheld. When returning to regular duties the steward shall first report to his supervisor.

Wherever possible, stewards will conduct Union business during meal or rest periods, or prior to or after their scheduled shifts.

- 6.02 The Negotiating Committee shall consist of a representative of the Union and not more than two (2) bargaining unit employees chosen by the Union. Such employees shall be provided with leave of absence without pay upon reasonable advance notice to the Employer of not less than one (1) week.

ARTICLE 7: SENIORITY

- 7.01 Principles of seniority are applicable to hiring, layoff and recall. Upon completion of the probationary period, seniority shall be calculated based on accumulated hours worked, whether in the current season or a previous season for all employees. The Employer will maintain one seniority list and will identify employees as either foreign or domestic on that list. In keeping with Human Resources and Development Canada and Service Canada requirements, the residency/citizenship of domestic employees will take precedence over the seniority of Foreign Workers in issues of obtaining and maintaining employment. Seniority for piece work shall be calculated for hours actually worked. Subject to the

provisions of this Article below, seniority of foreign workers in prior seasons shall be maintained, notwithstanding termination of employment at the end of a season pursuant to the SAWP Program. Foreign workers' seniority shall begin to accumulate from the previous seniority amount upon the first day worked in the next season. Where a foreign worker is transferred to the Employer from another farm, pursuant to the terms of the SAWP Program, the foreign worker's prior service with another farm shall not be considered for the purposes of this Article.

7.02 Seniority shall be considered broken and employment terminated if an employee:

- (a) is duly discharged by the Employer and not reinstated through the Grievance and/or Arbitration procedure of this Agreement;
- (b) voluntarily quits or resigns;
- (c) is absent from work without a written leave of absence for three (3) working days or more, unless a reason is given by the employee satisfactory to the Employer;
- (d) has been laid off continuously for a period of twelve (12) months, or is recalled from layoff and does not report to work within three (3) working days, unless a reason is given by the employee satisfactory to the Employer; or in the case of foreign workers, does not return on the flight arrangements made on their behalf.
- (e) fails to return to work on the completion of an authorized leave of absence, unless a reason is given by the employee satisfactory to the Employer.

7.03 Within thirty (30) calendar days of ratification, and in January and July of each year, the Employer shall provide a seniority list, which includes seniority, whether a Foreign Worker, and full time or part time status. When the farm is operational and bargaining unit employees are working on the farm, the seniority list shall be posted outside the office (which shall be supplied by the Employer) and also faxed to the Union.

ARTICLE 8 NO DISCRIMINATION OR HARASSMENT

8.01 The parties agree that there shall be no discrimination against an employee's membership or participation in the Union, or in matters

covered by this Agreement on the basis of any applicable characteristic set out in *The Human Rights Code*.

- 8.02 The Union and the Employer agree to cooperate with each other in providing a workplace which shall be free of harassment by either the Employer or employees and in preventing and eliminating of harassment.

ARTICLE 9: ACCESS

- 9.01 The Union must inform the Employer at the commencement of the general employment period each year of the name of its designated representative for the Employer. Subject to the terms of this Article, such duly authorized representative of the Union shall be entitled, when the farm is operational and bargaining unit employees working, to visit the Employer's operations at 2191 Interprovincial highway, Abbotsford, BC, and, with the Employer's permission, all other areas to which bargaining unit employees normally have access for the purpose of observing working conditions, and for the purpose of interviewing and communicating with the employees on duty.

- 9.02 The union representative shall notify by fax or phone, the General Manager or, in his or her absence, another designated representative of management, wherever possible in non-urgent situations at least twenty-four (24) hours prior to any visit to the Employer's premises.

- 9.03 When visiting the Employer's premises to communicate with employees on duty, the Union Representative shall come equipped with durable plastic pants and rubber boots and shall park at the Employer's parking lot. The union representative shall then present him/herself to the General Manager or, in his or her absence, another designated representative of management who is on duty at the time of the visit and shall accompany such representative while on Employer property. The union representative will then be advised of directions to the bargaining unit employees, as well as the method of allowable transport (which is subject to weather and soil conditions).

- 9.04 All interviews and communications between the union representative and bargaining unit employees shall be:
- a) carried on, if possible, in private in a place within the Employer's premises designated by management; and
 - b) held, whenever possible, during the meal period or rest periods.

However, when this is not practical,

- i. held during the employees' working hours. Time taken for such interview shall be limited to five (5) minutes and, with the approval of management, such interview may be longer than five (5) minutes (though not to exceed 30 minutes) but time take in excess of five (5) minutes shall not be on the Employer's time; and
 - ii. held at such time as shall minimize interference with the Employer's operation.
- 9.05 When on the Employer's premises, the full-time union representative shall observe all reasonable policies governing the Employer's operation, including, without in any way limiting the foregoing, restrictions respecting the use of vehicles on the Employer's premises, clothing and abide by all health and safety requirements. No such policies shall prohibit, prevent or unduly interfere with in any way the full-time union representative's rights that are provided for in this Article.

ARTICLE 10: HOURS OF WORK , OVERTIME AND WORK BREAKS

- 10.01 (a) The average minimum work week is expected to be forty (40) hours, with regard to weather and crop conditions. When weather, market and crop conditions are feasible for farm work, all workers shall receive as a minimum of forty (40) hours of work per week unless permanently laid-off in accordance with the lay-off procedures contained in this agreement. The Employer may request, and the employee may agree to work hours in excess of eight (8) hours per day or forty (40) hours in a week. All hours worked shall be paid by the Employer at applicable hourly or piece-work wage rates, as set out in Schedule "A" of this agreement or in this Article.
- 10.02 The Employer shall ensure that each employee shall, upon request, be able to take at least one (1) day off in each week.
- 10.03 (a) Each employee's daily shift shall include one uninterrupted thirty (30) minute lunch break without pay and two uninterrupted fifteen (15) minute breaks without pay at approximately the mid-point of each half shift. Lunch breaks shall be taken at the half way part of their shift. One break shall be taken during the first half of the employee's daily shift and the other break shall be taken during the second half of the employee's daily shift.

- (b) Notwithstanding the above, employees who work beyond ten (10) hours in a day shall receive an additional fifteen (15) minute unpaid break.

ARTICLE 11: MEDICAL FITNESS

- 11.01 The Employer reserves the right to require a medical examination and/or medical certificate report as proof of the employee's fitness to return to work or to determine the approximate length of illness. An employee who is required to provide a certificate will be made aware of such requirement prior to the employee's return to duty.
- 11.02 The Employer may require an employee to undergo a physical examination, and/or psychiatric examination, and/or psychological assessment by a duly qualified medical, psychiatric or psychological practitioner acceptable to the Employer. The cost of such an examination shall be paid by the Employer.
- 11.03 The medical, psychiatric or psychological practitioner conducting the examination shall complete such forms or provide such information as required by the Employer, relating to issues including the employee's medical condition, fitness or ability to work and any limitation of work duties due to a medical condition.

ARTICLE 12: DISCIPLINARY ACTION

- 12.01 At any meeting in which the Employer imposes discipline, excepting an oral reprimand, the employee may opt to have a Steward present.
- 12.02 A Steward and the Union representative will be notified as soon as possible in the event of a dismissal of an employee.

ARTICLE 13: GRIEVANCE PROCEDURE

- 13.01 A "grievance" shall mean a complaint in writing concerning the interpretation, application, administration or alleged violation of this Agreement. All grievances and written communication under this Article and Article 14 (Arbitration) shall be issued to the Employer in English. For the purposes of this Article and Article 14 (Arbitration), "days" do not include weekends or general holidays recognized by this Agreement.

13.02 The grievor may elect to be accompanied and/or represented by a Steward or a Local 1518 Union Representative, if one is immediately available, at any step of the grievance procedure.

13.03 **Discussion Stage:**

Within three (3) days of the event giving rise to a grievance, the grievor(s) shall attempt to resolve the dispute through discussions with the General Manager or designate. The Employer may ask the employee to invite someone of the employee's choice to translate on their behalf.

13.04 **Step One:**

If the dispute is not resolved at the discussion stage, the grievor and/or Union Representative may, within three (3) days of the event giving rise to a grievance, submit the grievance in writing to the General Manager or designate who shall reply in writing within three (3) days of receipt of the written grievance. Such grievances shall contain the articles that are alleged to be violated.

13.05 **Step Two:**

If the grievance is not resolved satisfactorily at Step One, the grievor and/or Union Representative may, within three (3) days of the date of the reply in Step One, submit a request in writing to the General Manager or designate for a meeting. The General Manager or designate shall hold a meeting within a further three (3) days to discuss the grievance with the grievor and/or the Union Representative before giving a decision on the grievance. The General Manager or designate shall issue a written decision within three (3) days after the meeting at Step Two.

13.06 **Referral to Arbitration**

If a satisfactory settlement is not reached at Step Two, then either party may, within three (3) days of the written decision at Step Two, provide written notification to the other party that the grievance will be referred to arbitration.

13.07 (a) **Termination Grievances**

In the event that an employee is discharged, then the grievance must be filed at Step Two, within three (3) days of the Union

receiving the notice of the discharge. All other steps in the grievance procedure shall be observed.

(b) **Policy Grievances**

Either party may file a grievance concerning the general application or interpretation of the Agreement, which grievance shall be submitted at Step One citing the articles alleged to be violated. For all grievances pursuant to Article 13.07(b), the number of days listed in this grievance procedure for submission of grievances or referral to further steps shall be ten (10) days, instead of three (3) days.

13.08 The time limits fixed in the grievance procedure may be extended by the mutual written consent of the parties.

13.09 Failure to comply with any of the time limits specified in this Article shall result in the grievance being deemed abandoned, forfeiting all rights of recourse for that grievance. In the event of a failure to reply to a grievance within the prescribed time limits, the grievance may proceed to the next step in the grievance procedure.

ARTICLE 14: ARBITRATION

14.01 Where a grievance has been referred to arbitration pursuant to Article 13 (Grievance Procedure), the grievance shall be submitted to a single Arbitrator who shall be selected by mutual agreement between the parties. In the event that the parties are unable to agree on a mutually acceptable Arbitrator within five (5) days of the official request, either party may request the appointment of an Arbitrator by the Minister of Labour through the provisions contained under *The British Columbia Labour Relations Code*.

14.02 (a) Where a foreign worker is terminated, and subject to repatriation, then a grievance application for expedited arbitration shall be processed forthwith by the union or Employer notwithstanding the steps contained in this section within twenty- four (24) hours of that decision after the union is notified. An Arbitrator must be available and willing to convene a hearing within five (5) days of the request for appointment under *The British Columbia Labour Relations Code*. In such circumstances, the hearing must be completed within ten (10) days of the first day of hearing, and the Arbitrator shall issue an award within five (5) days of the completion of the hearing.

(b) Unless it is alleged that a Foreign Worker has been discharged for causing physical harm to any person or uttering threats or physical violence against any person, such worker shall be allowed to

continue to reside on the premises of the Employer until the final disposition of his/her grievance in accordance with the provisions in Article 14.02 (a) above on the condition that the employee continue to observe all the rules of the residence.

- 14.03 The Arbitrator shall not have the power to add to, subtract or modify or alter in any way the provisions of the Agreement.
- 14.04 The Arbitrator shall hear and determine the grievance and shall issue a decision, which decision shall be final and binding and enforceable upon the parties, and upon any employee affected by it.
- 14.05 Except where specifically limited in this Agreement, the Arbitrator has all the powers and remedial authority granted under *The British Columbia Labour Relations Code*.
- 14.06 Unless the parties agree otherwise, it is understood that arbitration hearings shall not be public hearings.
- 14.07 The parties shall share equally the fees and expenses of the Arbitrator. All other fees and expenses for a party's witnesses and other costs that party incurs related to the arbitration shall be the responsibility of that party.

ARTICLE 15: LEAVES OF ABSENCE

- 15.01 Upon a written request from the Union or an employee, the Employer may, at its sole discretion, grant a leave of absence without pay for personal reasons, separate from any leave pursuant to the Collective Agreement or *The Employment Standards Act* for the Province of British Columbia.

15.02 Union Leave

- (a) The Employer shall grant a leave of absence without pay for up to one (1) employee for Union business, on condition that such leave is requested in writing not less than two (2) weeks in advance, and the absence does not interfere with normal operations or the SAWP agreement.
- (b) The Employer will continue to pay wages and contribute to applicable benefits for employees on Union leave, and the Union will reimburse the Employer for the full amount of wages and

benefit cost. This will be calculated on the average pay from the previous two (2) pay periods.

15.03 An employee who is summoned for jury duty, or who receives a summons or subpoena to appear as a witness at a Court proceeding other than a Court proceeding occasioned by an employee's private affairs, shall be granted a leave of absence without pay for the required period of absence.

15.04 **Special Circumstance Leave**

Employees shall be entitled to the following leaves of absence without pay, unless otherwise specified:

- a) Bereavement leave five (5) days unpaid for deaths that occur in the employee's immediate family
- b) Compassionate leave eight (8) weeks
- c) Reservist leave when needed for service
- d) Maternity leave seventeen (17) weeks
- e) Parental leave thirty-seven (37) weeks
- f) Family leave three (3) days

15.05 The Employer will provide a leave for up to fourteen (14) days to Foreign Workers requesting to return to their home country (at the employee's expense) because of a death in their immediate family. Such leave is inclusive of the five (5) days bereavement days referred to in Section 15.04 (a) above. The term 'immediate' family means: mother, father, wife, husband, children (including step-children), sister, brother, grandchildren, grandparents. SAWP employees who fail to return from their bereavement leave shall be deemed terminated unless a bona fide reason acceptable to the Employer has been established by the employee.

ARTICLE 16: HEALTH HAZARDS - SAFETY CONDITIONS

16.01 The Employer and Union agree to maintain working conditions, which are conducive to the safety and health of all workers and to take reasonable steps to correct any conditions that are detrimental to the safety and health of any workers.

16.02 The Employer and the Union shall establish a Workplace Health and Safety / Labour Management Committee to enhance the ability of employees and management to resolve concerns, as follows:

- (a) The committee will be established within two (2) weeks of the ratification date of this collective agreement.

The committee will consist of one (1) Steward and one (1) management appointee.

A Union representative may attend meetings of the committee.

The committee shall not have the power to bind the Union or the Employer regarding any decision or conclusion or recommendation arising from the committee discussions.

- (b) The committee will meet quarterly while the farm is operational (provided this is not in violation of the Work Safe BC rules and regulations).
- (c) All meetings shall be held during regular working hours with no loss of pay for committee members attending the meeting.

ARTICLE 17: TECHNOLOGICAL CHANGE

17.01 For purposes of this Agreement, technological change means a combination of all three (3) of:

- (a) the introduction of equipment or material into the Employer's operations of a different nature and kind than that previously used in the Employer's operations; and
- (b) a change in the manner in which work is carried on that is directly related to the introduction of that equipment or material; and
- (c) is likely to affect the security of employment of at least one half (1/2) of the employees in the bargaining unit at the time of the change.

17.02 Where the Employer intends to introduce technological change, the following procedure will be followed:

- (a) the Employer will provide the Union with as much notice as possible prior to the date the change is to be effective, or as much

notice as reasonably practicable if circumstances do not permit earlier notice;

- (b) during this period, the parties will meet to discuss the implementation of the technological change and how it will affect bargaining unit employees;
- (c) where the Employer decides that retraining is to be provided, it shall be provided during the employees' normal working hours where possible; and
- (d) At the request of either party the Labour Management Committee will facilitate the implementation of the technological change in a manner consistent with this Article.

17.03 The notice mentioned in Article 17.02 shall include the following:

- (a) The nature of the change;
- (b) The date on which the Employer proposes to effect the change; and
- (c) The approximate number of employees whose job security is likely to be affected by the change.

ARTICLE 18: VACANCIES

18.01 **New Classification**

- (a) In the event that the Employer establishes a new job classification, the Union shall receive a copy of the job description and accompanying wage.
- (b) Unless the Union objects in writing within thirty (30) calendar days following such notification, the classification and salary range (wage proposal) shall become established and form part of Schedule "A" (WAGES) attached to this Agreement.
- (c) If the Union files written objection, then the parties shall attempt to reach agreement as to an appropriate salary range (wage proposal).
- (d) Failing agreement, the matter may be referred to arbitration in accordance with Article 14 (Arbitration).

ARTICLE 19: STRIKES AND LOCKOUTS

19.01 The Union and Employer agree that, during the life of this Agreement, there shall be no strike by employees and the Employer agrees that there will be no lockout of employees. The terms "strike" and "lockout" shall be as defined in *The British Columbia Labour Relations Code*.

ARTICLE 20: LAYOFF AND RECALL

20.01 "Layoff" means the temporary or permanent reduction in the workforce due to lack of work, economic reasons or operational changes. Foreign workers may also be laid off if there is insufficient work available to complete a term of employment in a season under the SAWP Program. The Union shall be notified of all layoffs on the same day that employees are notified.

20.02 In the event of a permanent lay-off (a lay-off of more than 7 consecutive days), notice or pay in lieu shall be in accordance with *The Employment Standards Act* for the Province of British Columbia.

20.03 In the event of a layoff, the following procedure will be followed, subject to senior employees having the ability and availability to perform the remaining work:

- (a) volunteers shall be solicited by placing notice on the Employer's bulletin board outside the main office door and on the Union's bulletin board; employees will have 48 hours to respond and the method of selection shall be first come, first served; then;
- (b) foreign workers in reverse order of seniority; then;
- (c) part-time domestic employees in reverse order of seniority; then
- (d) full-time domestic employees in reverse order of seniority.

20.04 Employees shall be recalled in the order of seniority, subject to having the ability and availability to perform the work.

20.05 The procedure for recalls shall be as follows:

- (a) To be eligible for recall, all domestic employees must file their names and current address with the Employer within ten (10) calendar days of receiving the notice of layoff and it shall be the

responsibility of the employee to keep the Employer informed in writing of the employee's current address and telephone number. An employee who does not file his or her name for recall within ten (10) calendar days of receiving notice of layoff shall be deemed to have chosen to be laid off and waived any seniority and recall rights under this Agreement unless a satisfactory reason is given.

- (b) Domestic employees shall be notified of recall by phone. If the Employer's first call does not result in speaking directly with the employee or a return call is not received from the employee within twenty-four (24) hours, then the Employer shall advise the employee by registered mail. An employee who declines recall shall be considered to have been permanently laid off for the remainder of the season.
- (c) To be eligible for recall all foreign workers (i.e. SAWP workers) have the responsibility to advise the Employer if they intend to return the following season. They must inform the Employer of this intention either during the current season or within thirty (30) days of layoff notice and provide all contact information if it has changed from the current season.
- (d) The Employer shall submit, as per the terms of any Foreign Worker agreement (i.e. the SAWP agreement), to Human Resources and Skills Development Canada a recall request list. The list is to be in order of seniority (subject to ability and availability) of SAWP employees requesting return employment. The Union shall receive a copy of all requests. Where a substitution is made beyond the control of the Employer, the Employer will not be held to be in violation of the Agreement. If a requested employee is substituted in this manner, the Employer shall resubmit the missing named workers on subsequent recalls unless the Employer receives confirmation or information of termination as otherwise set out in this Agreement. An employee who declines recall shall be considered to have been permanently laid off for the remainder of the season.

ARTICLE 21: VACATION

- 21.01 The Employer shall pay to all employees a vacation allowance of four percent (4%) of their gross wages that the employee earned in each year or term of employment. After three consecutive years, vacation allowance shall increase to six percent (6%). Such payment shall be made as follows:

- a) to foreign workers, with the last cheque at the end of a season or their actual return date (whichever is sooner); and
- b) to other employees, prior to commencing vacation leave or on the last payroll before January 1st

21.02 For the purposes of this Article, vacation pay shall be calculated based on the employee's seniority date.

21.03 Employees shall be entitled to the following vacation leave:

Up to three (3) weeks vacation each year after one (1) year of seniority. This leave is unpaid other than the vacation allowance referenced in 21.01.

21.04 Vacation leave shall be taken by all employees entitled to it between the months of December and February, inclusive, at specific times agreed to by the parties, unless special permission is granted otherwise. Where conflicts arise as to the scheduling of vacation, all reasonable methods of resolving the dispute shall be undertaken. If no resolution can be found, preference for vacation dates shall be made by seniority.

ARTICLE 23: WAGES AND CLASSIFICATIONS

23.01 Classifications and the wage rates are set out in Schedule "A" and form part of this Agreement.

23.02 All wages shall be paid in full on a bi-weekly basis.

ARTICLE 24: GENERAL

24.01 The Employer will provide space for a bulletin board below the private office window in the main building at 2191 Interprovincial Highway, Abbotsford, BC, to post notices of Union activities. The bulletin board will be provided at the Union's expense. All notices must be submitted to the Employer for approval before posting, excepting notices of Union meetings.

ARTICLE 25: STORAGE FOR RETURNING EMPLOYEES

25.01 The Employer shall provide to each Foreign Worker storage facilities so that employees who intend to return the following season can store overalls, rain coat, rubber boots, jacket and a bike. The employee has the responsibility to label all property with their name. The storage is provided at the employee's own risk. The Employer does not take responsibility for lost or stolen property.

ARTICLE 26: DURATION

26.01 This Agreement shall become effective September 22, 2009 and shall continue in effect up to and including September 22, 2012 and thereafter from year to year. Bargaining for the renewal agreement shall commence November 2012.

26.02 During the period required to negotiate a revision of this Agreement, the provisions of this Agreement shall remain in full force and effect unless:

- (a) The Union declares a strike provided that it gives the Employer fourteen (14) days written notice of a strike at a time after it is in a legal strike position; or
- (b) The Employer declares a lockout, provided that it gives the Union fourteen (14) days written notice of a lockout at a time after it is in a legal lockout position.

Schedule "A" – Wages

- A1. All employees shall receive the applicable "prevailing rate" determined by Human Resources and Social Development Canada (i.e. SAWP), plus additional payments as follows:
1. Effective March 2010, ten (10) cents per hour for all hours worked;
 2. Effective March 2011, an additional ten (10) cents per hour for all hours worked; and
 3. Effective March 2012, an additional twelve (12) cents per hour for all hours worked.
- A2. For any reason if SAWP is discontinued by the Government or if as part of a prevailing industry trend at the time, the Employer's participation in SAWP ceases then wage rate for new hires from that point will be the minimum wage under the *Employment Standards Act* plus the applicable wage increases set out in A1. Existing employees will maintain wages at the prevailing SAWP rate at the time plus any increases as per Article A1 until a new wage schedule under a renewed agreement is negotiated.

- A3. The Employer may offer and pay a piece-work rate to employees for certain work, as determined by the Employer, provided that employees shall be paid not less than the applicable hourly rate in A1 for the time worked at the piece-work rate.

- A4. All time spent during transportation from work area to another shall be considered time worked. This does not include transportation time in the morning prior to the commencement of the shift or return upon conclusion on the shift.