

COLLECTIVE AGREEMENT

BETWEEN:
J&L BEEF LTD.
17565 – 65-A Avenue, Surrey, BC

AND:
**UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, CLC, LOCAL
1518, INDUSTRIAL SECTOR**

Duration of Agreement: September 1, 2014 – August 31, 2019

Ratified by Membership Vote: January 22, 2017

CONTENTS

| | |
|--|-----------|
| ARTICLE 1 - GENERAL | 1 |
| ARTICLE 2 - BARGAINING AGENCY | 1 |
| ARTICLE 3 - MANAGEMENT | 3 |
| ARTICLE 4 - WAGES | 3 |
| ARTICLE 5 - SENIORITY | 5 |
| ARTICLE 6 - SAFETY AND HEALTH | 8 |
| ARTICLE 7 - DURATION OF AGREEMENT | 10 |
| ARTICLE 8 - HOURS OF WORK AND OVERTIME | 10 |
| ARTICLE 9 - STATUTORY HOLIDAYS | 12 |
| ARTICLE 10 - VACATION POLICY..... | 13 |
| ARTICLE 11 - GRIEVANCE PROCEDURE | 15 |
| ARTICLE 12 - LEAVE OF ABSENCE | 17 |
| ARTICLE 13 - PAY PERIODS | 18 |
| ARTICLE 14 - CLOTHING SUPPLY AND FOOTWEAR | 19 |
| ARTICLE 15 - HEALTH AND WELFARE BENEFITS..... | 19 |
| ARTICLE 16 - NON-DISCRIMINATION..... | 21 |
| ARTICLE 17 - BEREAVEMENT LEAVE | 22 |
| ARTICLE 18 - NO CONTRACTING OUT | 22 |
| ARTICLE 19 - APPEARANCE IN COURT | 22 |
| ARTICLE 20 - BULLETIN BOARD..... | 22 |
| ARTICLE 21 - LABOUR MANAGEMENT MEETINGS..... | 22 |
| LETTER OF UNDERSTANDING #1 | 28 |
| LETTER OF UNDERSTANDING #2..... | 28 |
| LETTER OF UNDERSTANDING #3..... | 29 |
| LETTER OF UNDERSTANDING #4..... | 29 |

THIS AGREEMENT made and concluded at Surrey, BC this 22nd day of January, 2017.

BETWEEN: **J&L BEEF LTD.**
 17465 65-A Avenue, Surrey, BC
 (*hereinafter referred to as the "Company"*)

OF THE FIRST PART

AND: **UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, CLC, LOCAL 1518 INDUSTRIAL SECTOR**
 350 Columbia Street, New Westminster, BC
 (*hereinafter referred to as the "Union"*)

OF THE SECOND PART

WITNESSETH:

Article 1 - GENERAL

WHEREAS it is the desire of both parties to this Agreement;

- (i) To maintain and improve the harmonious relations and conditions of employment between the Company and the Union;
- (ii) To recognize the mutual value of joint discussions in all matters pertaining to working conditions;
- (iii) To encourage efficiency in operation;
- (iv) To promote the morale, well-being and security of all employees in the Bargaining Unit of the Union;

NOW THEREFORE, this Agreement witnesseth that the parties hereto in consideration of the mutual agreement and covenants hereinafter contained, agree with the other as follows:

Article 2 - BARGAINING AGENCY

2.01 Recognition of Union

The Company recognizes the Union as the sole collective bargaining agency for all employees save and except foreman, persons above the rank of foreman, quality control personnel, sales and office staffs.

2.02 Conditions of Continued Employment

The Company agrees that all employees now members of the Union and all employees who become members of the Union shall remain members in good standing of the Union while

employed by the Company during the life of this Agreement as a condition of employment. The Union agrees to indemnify the Company for any expense or loss in which the Company may be involved in any case where an employee discharged by the Company at the Union's written request under the terms of this Agreement, seeks redress by process of law.

2.03 Recognition - Union Shop

(a) The Company agrees to retain in its employ, within the Bargaining Unit as outlined in Article 2, Section 2.01 of this Agreement only members of the Union in good standing.

(b) The Company shall be free to hire new employees who are not members of the Union, provided said non-members shall be eligible for membership in the Union and shall make application within ten (10) working days after employment and become members within forty-five (45) days worked.

(c) The Company agrees to provide each new employee upon completion of ten (10) working days with a form letter outlining to the new employee his or her responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each new employee to whom they have presented the form letter along with the employee's date of hire. **The employee must provide the company with the signed letter prior to the end of the 10th working day.** The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Company. It is the responsibility of each employee to keep the Company and the Union informed of his or her home address, postal code and telephone number. Employees shall notify the Company and the Union immediately of changes to any of these, irrespective of whether the change is permanent or temporary in nature.

2.04 Deduction of Dues

(a) The Company agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Company agrees to honor a written assignment for initiation fees and union dues on behalf of any employee who is or becomes a member of the Union. **Union dues will be deducted and remitted to the Union starting on the new employee's date of hire.**

(b) Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union on or about the thirtieth (30) day of the month following for which dues are deducted and accompanied by a written statement of the names for whom the deductions were made and the amount of each deduction, along with a list of names of the employees for whom no deduction was made and the reasons therefore. The amount of Union dues paid by an employee during a taxation year shall be shown on the employee's statement of remuneration paid form, T-4, supplementary, or such other similar form furnished by the Federal Income Tax Authorities.

2.05 Union Representative Visits

(a) A full time Union Representative, known to the management as the Business Agent, will be entitled to visit the unit for the purpose of observing working conditions, interviewing members, and to insure that the terms of the Collective Agreement are being implemented.

(b) Under no circumstances will a Union Representative interrupt, disrupt or stop any employee while engaged in the performance of their duties. If the Union Representative wishes to speak to

any employee, he/she shall first obtain permission from the Plant Manager, who shall not unreasonably deny this request.

(c) Prior to entering the plant and before visiting the plant, the Union Representative shall contact the management representative and advise that he/she intends to visit the plant. The Company shall then allow the Steward or his/her designated representative to accompany the Union Representative during such visits. In cases where such visits result in the Steward or his/her designee being away from their work for a period of greater than one-half (1/2) hour, then such additional time will be without pay by the Company.

(d) When in the plant, the Union Representative will follow and observe all policies governing plant operation.

Article 3 - MANAGEMENT

3.01 Management Rights

(a) The Union agrees that the management of the Company, including the right to plan direct and control its operations, the direction of the working force and the termination, suspension, or discipline of employees for just and sufficient cause are vested exclusively in the Company, subject to the terms of this Agreement.

(b) The Union recognizes that the Company has the right to make, and alter from time to time, rules and regulations to be observed by employees, subject to the grievance process.

(c) The Company agrees that it will act in a manner that is fair, reasonable and consistent with the terms of this Agreement.

(d) The Company therefore retains all rights not otherwise specifically covered in this Agreement.

3.02 (a) No employee shall be disciplined or discharged without just and sufficient cause.

(b) Management/Supervisory Staff: Concerted actions which contravene any of the provisions of the Collective Bargaining Agreement, the use of vulgarity, profanity, name calling, swearing, yelling at and/or cursing individual workers or the humiliation of employees will not be tolerated. Offenders who persist in this type of conduct will be subject to discipline, up to and including suspension. Co-ordinators and Assistant Co-ordinators shall not hire, fire, promote, demote, layoff, transfer employees, exercise any discipline over other employees, direct the work force or exercise any of the rights of management.

Article 4 - WAGES

4.01 Wage Schedule to Cover All Employees

Attached to this Agreement shall be a Wage Schedule covering all employees. This shall not apply to employees excluded in Article 2, Section 2.01.

4.02 Additions or Deletions to Wage Schedule

Rates of pay shall be in accordance with the Wage Schedule which shall form part of this Agreement. Any additions to the present Wage Schedule shall be established by the Company subject to review by the Union. Rates of pay for new positions shall be established by collective bargaining and subject to the grievance procedure. Any new job rates agreed to shall be retroactive to such date the new job was instigated.

4.03 Substitutions and Transfers to Jobs

If an employee substitutes in any position during the temporary absence of another employee, he or she shall receive where such job pays less, his or her former rate of pay and where such job pays more, the rate applicable to the temporary job. In the case of temporary transfers, the basis of transfer shall be the junior qualified employee in the plant.

4.04 Inequalities in Rates

Where inequalities in individual rates are alleged to exist, they shall be dealt with as provided for in Article 11 - Grievance Procedure.

4.05 Job Reduction

If due to job reduction an employee is transferred for a period of less than six (6) weeks to work where the job rate is lower, he or she shall retain his/her regular job rate. At the expiration of six (6) consecutive weeks the lower job rate shall prevail and the employee shall cease to have any right to return to his/her prior posted job unless on a new posting. If an employee is transferred to a lower rated job on a job posting or at the employee's request, then the lower rate of pay shall apply immediately. When the transfer is the result of inability to perform the job, health, or request, the lower rate shall apply immediately.

4.06 Injury / Wage Protection / Transportation

An employee injured while working in the plant shall suffer no loss of earnings for the balance of hours in the scheduled shift in which the accident occurs if, as a result of such injury he or she is sent to the hospital or for medical attention on instructions from the first-aid department, but if such is not possible, then by a Company representative. In the event that no Company representative is present to report to, the Company will provide a telephone number to the employees where a report of their accident may be received. Costs incurred as a result of transportation to and from the Practitioner and/or hospital, at the option of the employee, shall be borne by the Company.

4.07 Off-shift Premium

Effective date of Ratification (March 8, 2009) each employee shall receive an off-shift premium of fifty (50) cents per hour for all hours worked on shifts commencing between 3:00 p.m. and prior to 4:00 a.m. the following morning.

4.08 Personal Clean-up

The Company shall allow all employees a five (5) minute personal clean-up period prior to the employee's quitting time. The clean-up of Company equipment is exclusive of this "personal" clean-up period.

Article 5 - SENIORITY

5.01 Seniority Application

Seniority shall operate on a total plant basis except where otherwise provided in this Agreement. Employees may not use their seniority during a short work day to displace a more junior employee if that displacement would result in the payment of overtime that would otherwise not be payable.

5.02 Probationary Period

After an employee has an accumulative period of service of **sixty (60)** days worked with the Company, he or she shall be granted seniority, which shall date retroactively to the date he or she entered the employ of the Company.

5.03 Filling of Vacancies

(a) In the Bargaining Unit, the filling of permanent vacancies shall be based on ability and seniority. **Where seniority dates are the same, the greater number of hours worked shall prevail.** Ability being sufficient after a reasonable trial to do the job, seniority shall prevail. A reasonable trial shall not be less than **fifteen (15)** working days, however, if mutually agreed this period may be extended a maximum of **fifteen (15)** working days. Employees shall receive the applicable job rates provided for in the Wage Rate Schedule for the job or jobs they have been posted or appointed to when they become qualified. The Union Steward shall be notified in writing no later than two (2) working days after the expiry date of the job posting as to which applicant has been chosen to fill the vacancy. All vacancies shall be posted within five (5) working days from the time they became vacant. A vacancy exists when it is performed for sixty-six and two-thirds percent (66-2/3%) or more of the regular workweek for six (6) consecutive weeks. If it is obvious that a person cannot qualify or is causing serious loss or damage to product or equipment, he or she may be removed at any time and returned to his/her prior position.

(b) The word "qualified" as used in this Agreement shall be interpreted to mean regularly perform the job without instruction or assistance.

(c) Vacancies within the Bargaining Unit shall be posted for five (5) working days to give employees with seniority ample time to apply. In the case that no application is received for any posting, the vacancy shall be filled by appointment, and the appointee automatically given posted status. Classified employees are not subject to being appointed unless they voluntarily relinquish their posted position. Transfer to jobs will be made within thirty (30) working days from the date the posting was awarded. Vacancies being posted as a result of the provisions of this clause, shall also include the specific shift and such shift shall subsequently form a part of the posting. Furthermore the posting shall clearly identify the opening and closing dates for applications, the title of the vacant position, applicable rate of pay for such vacant position. When a posted employee is laid off, he shall return to his prior positng upon recall, provided that the period of layoff does not exceed two (2) months. Temporary vacancies such as sickness, compensation and holidays etc. need not be posted. The word 'temporary' as used in this Agreement shall be defined as a result of mutual agreement between the Union and the Company based upon the circumstances of each individual case.

(d) Only the original vacancy and the two (2) successive vacancies thus produced will be posted, the subsequent vacancy being filled by appointment, with the appointee automatically

given posted status. In any case, there shall not be more than one (1) posting per three (3) consecutive months per employee. This three (3) month period shall commence from the date that the applicant or appointee was awarded the posting. An appointment to a job shall not constitute one of the postings that employees are entitled to secure per each three (3) month period.

(e) A standard application form shall be designed by the Company. All employees applying for vacancies shall be required to file their application with the Company. The Company will post the name of the successful applicant.

(f) Employees without 'posted status' or who lose their posted position as a result of the provisions of this Agreement will become a 'Floater' (i.e.: a person without a regular job posting).

(g) Unfilled Vacancies at Sunrise Poultry, Surrey Operation

When unfilled vacancies occur at the Sunrise operation, located at 73-A Avenue in Surrey, the Company will give notice to this effect as outlined herein. Employees with seniority under this Agreement are eligible to apply for such vacancies under the posting provisions of the Sunrise Poultry Agreement.

Applicants under this provision shall be considered in order of seniority under this Agreement. Employees transferred under this provision shall have their current Seniority/ Service credits recognize for all purposes of the Sunrise Agreement.

(h) Any employee offered a supervisory position by the Company shall be granted a three (3) month leave of absence in order to assess their qualifications for such position. Employees on leave under this provision shall continue to pay their regular monthly union dues/deductions. At the end of this assessment period, the employee can choose to return, or the Company can require the employee to return, to the Bargaining Unit without loss of seniority. This leave of absence provision shall be restricted to one (1) application by an employee during their employment career with the Company. The Union will not unreasonably deny subsequent leaves of absence.

5.04 Rehabilitation Program

(a) Employees shall, in the case of long-term ill health or injury, be given an opportunity of being rehabilitated on specific jobs within the plant, provided this will be temporary, suitable to the limitations provided by the medical practitioner, and productive, should an opening occur at the time they are released to return to the work force, or within ten (10) days following the time they are able to return to the work force. If for medical reasons they are unable to return to work, and there are no job openings available, they will be laid off until a recall or vacancy occurs.

(b) Employees covered under the provisions of this clause must present a Doctor's certificate authorizing their return to the work force. This must include the doctor's assessment of the employee's current limitations; the expected duration of the Rehabilitation Program; and, if applicable, a plan for increasing capacities during the course of such a program.

(c) If the employee lacks sufficient seniority over other employees for a posted job vacancy, the Company may, subject to mutual agreement, assign the returning employee to that vacancy for rehabilitation and so inform the Local Union.

(d) Employees being assigned under the provisions of this clause shall be eligible to receive the customary trial period in order to qualify for such postings as outlined in Section 5.03 of this Article.

(e) An employee absent for three (3) days or longer will be required to furnish a Doctor's note to verify his or her reasons for absence or to authorize his/her return to work after illness or injury. For absences of any duration, an employee will be required to either:

- (i) furnish a doctor's note authorizing their return to full duties; or
- (ii) provide a completed gradual return to work assessment form to authorize his or her return after such disability or injury. (The Employer agrees to reimburse employees for form fees associated with this provision to a maximum of thirty-five dollars (\$35.00) per request.)

(f) Nothing in this section diminishes the Employer's obligation to accommodate disabled workers under the Human Rights Code.

5.05 Seniority Records

Seniority records will be made available to the Union once per month on the final working day of the month. A copy shall be provided to the Union.

5.06 Loss of Seniority

Seniority service records shall not be considered broken and there shall be no interruption in an employee's continuity of seniority rights except as specifically provided here:

- (a) When an employee voluntarily leaves the service of the Company.
- (b) When an employee has been discharged for just cause and such termination has not been reversed by the grievance procedure.
- (c) When an employee has been let out of employment by the Company for a period longer than the time allowed in the following schedule:

| <i>Length of Seniority at date of Separation</i> | <i>Length of Allowable Time Off Payroll</i> |
|--|---|
| Over 45 working days to 9 months | Time equivalent to one-half (1/2) their length of service |
| Over 9 months | Time equivalent to length of service up to eighteen (18) months |

5.07 Seniority in Lay-offs and Recall

(a) On reducing and increasing forces, seniority shall govern, provided the senior operator is qualified to handle the work performed by the operator of lesser seniority. In cases of dispute, it shall be subject to the grievance procedure. It is understood that the order of layoff regardless of duration or recall shall be in accordance with the seniority records list referred to in Section 5.05 of this Article.

(b) Notice of Lay-off to Union

A list of employees to be laid off or recalled shall be given to the Union, at least one (1) day in advance of such lay-off or recall.

(c) Seniority in Recall

When forces are increased, recalled employees will be re-employed in order of seniority and paid the rate of the job to which they are assigned. Employees who have been laid off and are re-hired shall not lose the credit for their previous experience in computing their pay rates and shall not have their pay rates reduced if the employee is re-hired in the same department that he or she worked in at the time the employee was laid off.

5.08 Recall to Work After Lay-off

Any laid-off employee who cannot be contacted, and who has been sent a registered letter at his or her last known address to return to work and within seven (7) working days has failed to do so, or failed to contact the office, shall be considered to have quit his or her employment voluntarily and his/her existing seniority rights shall thereupon be terminated. When any such notice is sent to an employee by registered letter, copy thereof shall be sent concurrently to the Union.

5.09 No Interruption of Seniority

If an employee is absent from work because of sickness, approved leave of absence or accident he or she shall not lose seniority rights and shall also return to the position held prior to his or her absence or in the event that the job has been eliminated to one of equal rating, providing he or she is capable of performing former duties. In the case of sickness and accident, it shall be the duty of each employee so absent to notify the Company weekly of the reasons for absence and how long they expect their absence will last. Under the provisions of this clause, employees shall continue to accumulate seniority during such absences. It is agreed that employees give notice, where possible, of not less than three (3) days prior to their return to work after being absent for a period in excess of four (4) weeks.

5.10 Seniority Defined

Seniority shall be defined as the length of service with the Bargaining Unit. Service with the present Company shall be used for the purposes of exercising seniority rights under this Agreement. Should seniority be broken, seniority shall then be calculated from the date he or she returned to work following the last break in his/her seniority.

5.11 Notice of Lay-off

In the case of layoff of more than one (1) day, all employees shall receive notice in accordance with the following scale or receive pay in lieu of notice.

| | |
|---------------------------------------|-----------------------|
| After one (1) year seniority | two (2) working days |
| After three (3) years seniority | five (5) working days |

Article 6 - SAFETY AND HEALTH

6.01 Provisions / Equipment / Responsibility

The Company shall make reasonable provisions for the safety and health of employees of the plant during the hours of their employment. Protective devices and other equipment necessary to properly protect the employees from injury shall be provided by the Company with no cost to the employee, unless lost or misused by the employees.

6.02 Safety Committee Function

There shall be a Union-Company safety committee which shall be set up as follows: The Company may appoint one (1) or more representatives from the Management staff (not to exceed two [2]) and the Union may appoint up to two (2) representatives from their membership covered by this Agreement. Both parties in making their appointments shall be motivated by the need for selecting people who will best be capable of promoting safety throughout the plant. The safety committee shall alternate chairman for each meeting. Minutes shall be kept by one mutually agreed secretary, who may be a member of the committee. Regular meetings of the Safety Committee shall be held monthly, with all members of the Safety Committee being present. The Company shall be responsible for the calling of and holding of the safety meetings referred to herein. It is understood that these meetings shall be held on "Company Time" exclusive of overtime.

6.03 Safety Tests

All safety tests, safety inspections and safety tours, shall be conducted in the presence of the Union co-chairman of the safety committee, or in his or her absence, a Union member of the safety committee.

6.04 First-Aid Ticket

The Company shall reimburse the First-Aid Attendant for the cost of successful course completion and renewal of First-Aid tickets required in the performance of their duties. Such reimbursement shall be paid no later than two (2) weeks after receipt of proof of incurred costs including lost time as follows:

- (a) Level 1: Up to 8 hours, to include the course and exam
- (b) Level 2: Up to 40 hours for the course and up to 8 hours for the exam.

A First-Aid Attendant shall have up to one-half (1/2) hour each week on company time to attend the needs of the First-Aid Room as required.

If a First Aid Attendant terminates his/her employment or position, prior to expiry of one (1) year after completion or maintenance of the first aid ticket, he/she shall be required to refund the payment he/she received for the cost of the First Aid Course and up to forty (40) hours for the course and eight (8) hours for the exam.

Such reimbursement shall be made on a prorated basis, and the reimbursable amount shall be calculated as follows:

Total cost multiplied by (12 minus the number of completed months since certification) divided by 12.

6.05 First-Aid Premium

The Company will determine the number of first-aid attendants required, and will post any vacancies, specifying shift required. The posting will be filled by the senior qualified applicant.

Effective date of Ratification (March 8, 2009) first-aid attendant shall be paid a premium of
– Level One: Fifty (50) cents per hour

- Level Two: Seventy-five (75) cents per hour

6.06 Harassment and Bullying

Harassment and bullying complaints should be dealt with immediately upon receipt of the complaint form. The Employer will advise a Union Representative and will proceed to investigate the complaint. They will complete the investigation and advise the Union Representative of the findings within six (6) weeks from the date of the Company's receipt of the complaint. Should more time be required to complete the investigation, the Company shall advise the Union accordingly.

Article 7 - DURATION OF AGREEMENT

7.01 Duration

Except where specifically stated to the contrary, the terms of this Agreement shall be in full force and effect from **September 1, 2014** up to and including **August 31, 2019** and thereafter from year to year unless either party gives notice in writing of termination or amendment of not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the date of expiration.

7.02 Continuation

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

Article 8 - HOURS OF WORK AND OVERTIME

8.01 Schedule and Premiums

(a) The Company shall have the right to schedule hours of work and the Schedule of Hours may vary from department to department, but shall not total more than forty (40) hours for any payroll week and must not exceed eight (8) hours per day, worked over five (5) consecutive days, or ten (10) hours per day over four (4) consecutive days, or twelve (12) hours per day, worked over three (3) consecutive days. The Schedule of Hours for all employees shall be posted by Thursday, 3:00 p.m. in the week prior to the commencement of the schedule. The Company agrees that, except by mutual consent, no individual's schedule shall be changed without twenty-four (24) hours' notice. It is understood and agreed that shift preference shall be by seniority.

(b) The Schedule of Hours referred to in Section 8.01(a) shall be regular schedules providing for regular steady shifts.

(c) Employees may elect to bank hours of overtime, up to a maximum of eight (80) straight-time hours. This decision must be communicated to the Company in writing, with the appropriate forms provided by the Company prior to December 31st in each year. Banked hours are earned during the calendar year beginning January 1 to December 31. Banked hours will be paid at the rate the employee was receiving at the time he/she earned the banked hours. Upon three (3) weeks' notice to the Company hours banked shall be paid upon request. **Employees may request banked overtime off under this provision, business demands permitting and at a time mutually agreeable to the Company and the employee. Vacation requests shall take precedence over banked overtime requests. Any remaining balance of banked hours will**

be paid out by the end of the calendar year. Accumulated hours will be recorded and such recap shall be made available to employees upon request.

8.02 Four-hour Guarantee

- (a) Any employee who reports for work and who, by reason of some breakdown in the plant, is dismissed for the day, shall receive four (4) hours pay at least.
- (b) An employee reporting to work late on his or her regular scheduled shift shall not be entitled to overtime rates of pay until completion of their regularly scheduled shift. An employee reporting to work late on regularly scheduled shift shall be obligated to complete their regularly scheduled shift if required by the Company.

8.03 Overtime

- (a) When it is necessary to work overtime, a company representative shall canvass the employees. The personnel selected shall be the senior qualified employees in the department and the shift where the overtime is required.
- (b) Effective date of Ratification (March 8, 2009) all time worked before or after the employee's regular Schedule of Hours shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay for the first two (2) hours after completing their regular shift and two (2) times the employee's regular rate of pay thereafter.
- (c) The Company will limit overtime hours of work as far as reasonably possible. The Company will first discuss the matter with the Union, if overtime is required. If overtime is necessary, the Union will encourage employees to work. In the event that the Company requires overtime, all employees involved in the overtime shall be provided with notice to this effect when the Company is first aware of the overtime requirement. Such notice shall specify the expected duration of the overtime requirement.
- (d) When overtime is required two (2) hours beyond the regular quitting time, a paid rest period of fifteen (15) minutes shall be granted before, during or after the overtime work.
- (e) It is agreed that all overtime work shall be voluntary, however, if the Company is unable to enlist a sufficient number of qualified employees to perform the work required, such overtime shall be assigned to the junior qualified employee(s). **Exceptions shall be made for employees with daycare commitments, medical appointments, and emergencies.**
- (f) Employees who work in excess of three (3) hours beyond their normal quitting time shall be allowed an additional **paid thirty (30)** minute rest period, **to be taken prior to the end of the shift.**

8.04 Recall Guarantee

Any hourly rated employee who, after leaving the Company's premises, is called in at any time outside his normal working hours shall be through when the job is over but shall nevertheless be paid a minimum of four (4) hours at the regular rate or for hours he or she actually worked at the applicable overtime rate, whichever is the greater.

8.05 Rest/Meal Periods

Every employee shall be entitled to two fifteen (15) minute rest periods without deduction of pay, to commence approximately mid-way through the first half of their scheduled shift and mid-way through the second half of their scheduled shift. The unpaid lunch period of one-half (1/2) hour duration shall commence as near to the mid-point of the schedule as possible.

8.06 No Management Work

Management personnel shall not displace Union personnel. In cases where management is involved in the training of unqualified employees, such training shall not be considered a violation of this clause.

8.07 Rest between Shifts

All employees shall receive eight (8) hours of rest between shifts. If an employee does not receive eight (8) hours of rest between shifts, then the applicable overtime rate will apply until the expiry of eight (8) hours.

Article 9 - STATUTORY HOLIDAYS

9.01 List of Statutory Holidays

(a) The Company agrees to pay all employees at their regular rates of pay for the normal hours of work as set forth in the Hours of Work Schedule on each of the following Statutory Holidays whether they work or not:

| | |
|-----------------------------------|------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day (July 1) | Boxing Day |
| B.C. Day (First Monday in August) | |

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

(b) If an employee is required to work on any of the statutory holidays mentioned herein, he or she shall receive in addition, pay for hours actually worked on the statutory holiday at one and one-half (1-1/2) times their regular job rate.

(c) In the event that a statutory holiday falls on an employee's regularly scheduled day off, the Company shall designate another mutually agreed upon day off in lieu of the statutory holiday.

(d) If an employee is absent on the day before or after a statutory holiday without just cause, payment for the holiday may be withheld.

9.02 Lay-off or Recall in Holiday Weeks

Employees on lay-off or who are recalled in the pay weeks in which the public holidays fall, shall receive pay at regular rates for their regularly scheduled hours for such holiday, provided he or she receives pay for hours worked in the month preceding or succeeding the statutory holiday.

To qualify for this holiday pay, employees must work out their lay-off notice or report to work on recall when required as the case may be.

Article 10 - VACATION POLICY

10.01 Vacation Entitlement

The Company agrees, subject to the provisions set forth within the following sections to grant the following vacations with pay to employees covered by this Agreement:

| | |
|-------------------------------|-----------------|
| After one (1) year..... | two (2) weeks |
| After four (4) years..... | three (3) weeks |
| After nine (9) years | four (4) weeks |
| After sixteen (16) years..... | five (5) weeks |

10.02 Calculation of Holiday Pay

Accumulated vacation credits shall be itemized and shown each pay period. All employees shall receive pay on the basis of:

- (a) Two percent (2%) of his or her total earnings for the previous year per each week of vacation entitlement.
- (b) In case of compensable accident, employees shall upon their return to service with the Company receive service credit for each week of such absence as if earnings have been received on the basis of forty (40) hours per week at his regular rate of pay, in accordance with the following scale and to a maximum of fifty-two (52) weeks on any claim.

| <u>Service Factor</u> | <u>Service Credit</u> |
|--------------------------|-----------------------|
| 3 months - 4 years | 10 weeks |
| 4 - 10 years..... | 26 weeks |
| 10 years and up..... | 52 weeks |

The provisions of this clause shall be restricted to a maximum accumulation of fifty-two (52) weeks on any claims.

- (c) For employees with four (4) years' seniority and over who are absent for reasons of sickness or non-compensable accident employees shall upon their return to service with the Company receive service credit for each week of such absence not to exceed twenty-six (26) weeks as if earnings had been received, on the basis of forty (40) hours per week at his or her regular rate of pay. These days of absence shall be considered as days worked for the purposes of this Agreement. The provisions of this clause shall be restricted to a total maximum accumulation of twenty-six (26) weeks in each calendar year.

It is understood and agreed that in the case of compensable accidents (**WorkSafeBC**), and/or accidents where the employee is receiving benefits from ICBC and is receiving holiday pay as part of those benefits, they are not entitled to credit towards their vacation year with this Company as well.

10.03 Payout of Vacation Earned

Earned vacation privileges not exercised shall be paid if and when an employee quits or is discharged for just cause from service at a rate equal to the amount of vacation earned. Vacation pay shall be paid to the employee by payroll deposit on regular payday as part of the normal payroll cycle.

10.04 Eligibility / Common Anniversary

An employee who has received his or her first vacation is thereafter eligible to receive subsequent annual vacations any time on or after January 1st in the succeeding vacation year in accordance with the provisions of 10.05. If, due to the provisions of this clause, employee(s) are entitled to an amount of vacation providing for service of less than one (1) year, such employee(s) shall have their calculation of vacation pay determined as outlined under the provisions of 10.02 of this Agreement.

The Company and the Union agree to recognize 'personal' anniversary dates for the purposes of vacation eligibility and calculations. Employees who, after January 1st and prior to the end of the calendar year, reach the service required to entitle them to an additional week of vacation, in accordance with the vacation scale set out in 10.01 above shall become eligible for such additional week of vacation on completion of the required years of service.

10.05 Selection of Vacation Periods

The selection of vacation periods shall be on the basis of seniority in each department with the senior employee being given first preference. Vacation may be granted at any time, subject to the demands of the business, but the Company will make a sincere effort to grant vacations at the time requested by the employees.

The Company and the Union agree on the following number of employees to be away on vacation at one time:

| Plant/Food Processing | |
|-------------------------------|-----------------------------|
| Day Shift | 10% away at one time |
| Night Shift | 10% away at one time |
| Production Line Feeders | one (1) away at a time |
| Sanitation | 10% away at one time |
| Shipper/Receiver..... | one (1) away at a time |
| Order Pickers | one (1) away at a time |
| Maintenance | one (1) away at a time |

Where the above calculation results in a fraction 0.5 and above, the number will be rounded up, and below 0.5 is rounded down.

10.06 Vacation Schedule

The Company in full cooperation with the Union Steward will post a Vacation Schedule beginning the first Monday in November on the Union bulletin board in order to determine the employee's desired vacation times. The selection of vacation will be completed within the following schedule:

- (a) Employees with four (4) weeks' vacation three (3) weeks from the date of vacation posting;

- (b) Employees with three (3) weeks' vacation three (3) weeks after the completion of four-week employees;
- (c) Employees with two (2) weeks' vacation..... three (3) weeks after completion of three-week employees

At the end of the vacation selection period, employees who failed to book their vacation within their allotted time schedule will have their vacations assigned by the Company, based on the demands of the business. Such assignment by the Company will be completed by the second Monday in January.

10.07 Statutory Holiday During Vacation

If a paid holiday falls within the employee's vacation period, the Company will allow the employee concerned a compensatory day's holiday with pay on a mutually agreed date. The employee must book the compensatory day's holiday in advance and the date to be taken is subject to mutual agreement. The scheduling of this compensatory date shall commence after the finalization of the vacation schedule and be resolved by no later than February 15th of each year and any disagreement may be referred to the grievance procedure.

10.08 Vacation Pay During Lay-off Or Short Work Weeks

An employee eligible for vacation that is laid off because of reduction in his or her crew shall, upon request, be allowed pay for the vacation for which he/she has qualified and be deemed to have taken these vacation days.

Article 11 - GRIEVANCE PROCEDURE

11.01 Grievance Committee Structure

- (a) A Grievance Committee, the number not to exceed two (2) (one member and one alternate), who shall be regular employees of the Company, shall be elected by the Union in a manner determined by them, and the Company shall be kept informed of the personnel of this committee.
- (b) Shop Stewards, the number to be decided by the Union, shall be elected by the Union in a manner determined by them and the Company shall be kept informed of the personnel of the Shop Steward.
- (c) All grievances shall be taken up **with the Company within ninety (90) days of the grievor becoming aware of the alleged violation of the agreement** on Company time during working hours and shall be paid at straight time rates.
- (d) If a Steward or Grievance Committee Member has to leave his or her job or department in connection with a grievance he/she shall first secure permission from the foreman before leaving the job or department. Such permission shall be granted as promptly as possible.
- (e) It is agreed that the purpose of the grievance procedure will be to settle all grievances promptly, and that consultation at any step on the following procedure will take place quietly and speedily so that friction or animosity will be reduced to a minimum.
- (f) The Company recognizes the right of the Grievance Committee to process any grievance that is brought to their attention as outlined under the provisions of (c) above.

11.02 Grievance Procedure

(a) The following procedure shall be applicable progressively to the adjustment of disputes or grievances.

First Step: Between the Union Steward, with the employee and an equal number of representatives designated by the Company. A decision must be rendered within **five (5)** working days, unless mutually agreed otherwise. Failing settlement at this step, the matter shall then be referred to:

Second Step: By the Grievance Committee of the Union who shall take the matter up with the Committee designated by the Company. In case of an emergency a meeting can be called by either party. Outside representatives of the Union and the Company may be called in if so desired. A decision to be rendered within three (3) working days unless mutually agreed otherwise. All grievances and decisions at this stage are to be in writing. Should either party intend to proceed to the "Third Step" they must advise the other party in writing within five (5) working days from the date the decision was rendered under Step 2 of the Grievance procedure. Both parties will then proceed as outlined in the "third step."

Third Step: (a) Any disagreement, grievance or dispute arising under this Agreement which is not settled to the satisfaction of either the Union or the Company under the provisions of this Agreement shall upon written notice of either party be submitted to an Arbitration Board, which shall be bound by the rules of this Agreement. The Board shall consist of a single member named by the parties. In the event of failure to agree to within one week he or she shall be appointed by the Minister of Labour for the Province of British Columbia. Any expense incurred as a result of the appointment of the third party shall be borne in equal shares by the Company and the Union. The decision of the Board shall be rendered within two (2) weeks. The time limits referred to herein may be extended by mutual agreement.

(b) In areas where there is no Steward, the grievance shall be taken up by the Union Representative referred to in Section 2.05.

(c) The Company or the Union, by mutual agreement, may at any time refer one or more grievances under the collective agreement to a single mediator/ arbitrator for the purpose of resolving the grievance in an expeditious and informal manner.

11.03 Error in Earnings

When a grievance, which involves an error in the proper earnings of an employee, is subsequently settled and as a result of such settlement the wage of an employee is increased, such increase shall be made retroactive to the date on which the error in the earnings was made. If the date cannot be established, then the increase shall be effective the date the grievance was laid or such other date as may be agreed upon.

11.04 Steward's Presence During Discipline & Procedure

(a) When the Company deems it necessary to discipline an employee they shall have the Union Steward present. The Union Steward shall be the one who is chosen by the employee and is present in the plant. If the employee or employees concerned feel they have been unjustly dealt with, they shall grieve within two (2) working days. In the case of suspension or dismissal the Union Steward or his/her designated representative shall be present. In the case of dismissal, the procedure shall be as in Section 11.04 (b).

(b) If an employee is dismissed for any reason whatsoever and feels he or she has been unjustly dealt with he/she shall within two (2) working days from receipt of notice of dismissal, notify the Grievance Committee who shall within one (1) working day notify the Company in writing. The dismissal shall then constitute a grievance and shall be dealt according to the Grievance Procedure beginning with the "Second Step." If subsequently it is decided that the employee was unjustly dismissed, he or she shall be reinstated in his/her former position and shall be paid for this period during which he/she has not worked as if he/she had not been dismissed, or granted such lesser compensation as seems fair under the circumstances.

11.05 Notification of Suspension or Discharge

The Company must give the Union Steward and/or members of the Grievance Committee notice in writing of the suspension or discharge of any employee and the reasons within twenty-four (24) hours such action is taken.

11.06 Settlement Final and Binding

When settlement is reached at any stage of these proceedings, such decision shall be final and binding. It is understood that no decision will be made unless representatives of the Union are present.

11.07 Warnings

Warnings issued by the Company as a result of offenses committed by employees shall be void after six (6) months, provided there is not an additional warning issued for any offense within the next six (6) months. All disciplinary actions taken by the Company shall be void after twenty-four (24) months, provided there is not further discipline awarded during their twenty-four (24) month period. When any such notice is sent to any employee, copy thereof shall be sent to the Union. The above is subject to the right of the Union to grieve.

Article 12 - LEAVE OF ABSENCE

12.01 Leaves of Absence

(a) When an employee's personal affairs make it desirable for him or her to be relieved temporarily of Company duties, leave of absence without pay beyond the regular vacation to which an employee is entitled may be granted for good and sufficient reason, provided that the absence shall not unreasonably affect the operation of the Company. "Good and sufficient reason" as referred to herein shall be the subject of mutual discussion and shall not be established arbitrarily. Leaves will not be considered between Victoria Day and Labour Day.

(b) All leaves of absence must be requested in writing by November 30th and approved by the Company by the second Monday in January.

(c) For leaves of absence in excess of thirty (30) consecutive calendar days, the employee will be required to pay in advance of such leave, all premiums relating to B.C. Medical, dental, life insurance and extended health benefits for the duration of the absence, with part months being prorated on the basis of a thirty (30) calendar day month.

(d) Up to three (3) employees per year, with three (3) years' seniority will be granted Leave of Absence for up to ten (10) weeks, once per five (5) year period. In the event that there are more than three (3) applicants for leave under this provision, then leave will be granted to the three

(3) senior applicants. An employee's leave of absence shall not overlap with that of another employee on such leave.

Restrictions on Leaves of Absence as follows: Except where otherwise provided for in this Agreement, Leave of Absence will not be granted for the purpose of allowing any employee to take another position temporarily, try out new work, or venture into business for him/herself.

12.03 Union Leaves of Absence

(a) One (1) employee who may be elected or appointed to a full time position with the Union, upon proper notice to be agreed upon by the parties of this Agreement, shall be granted a leave of absence, without pay, not to exceed the life of this Agreement. Upon one (1) week's notice of his or her desire to again return to work for the Company, he or she shall be placed upon his/her job previously held, or in the event that the job has been eliminated one of equal pay, without loss of seniority, provided he or she is physically fit and capable of performing the work. Leave of absence under this clause will be given in writing by the Company.

(b) Leave of absence shall be granted upon request by an employee who has been elected or appointed to attend any function on behalf of the Union providing that the absence shall not unreasonably affect the operation of the Company. Such employees shall continue to accumulate seniority for the period covered by this Agreement and upon their return to work shall be reinstated in the job held prior to the leave or of equal rating. Employees on leave under the provisions of this clause shall receive eight (8) hours' pay at their regular rate for Statutory Holidays which occur during such leave of absence. Under the provisions of this clause the Company will be provided with two (2) working days' notice wherever possible.

12.04 Leave of Absence in Writing

Leave of absence must in no case exceed a two (2) month period, provided, however, that it may be extended upon agreement by the parties hereto.

12.05 Leave of Absence for Pregnancy

Requests for leave of absence because of pregnancy will be granted upon application in writing, and supported by a Doctor's certificate a minimum of thirty (30) days prior to commencing the leave. Upon the expiration of the leave of absence the employee may signify that she wishes to return to work, and in such case she will be reinstated within one (1) week provided she has the necessary seniority and is able to perform the required work. Upon return to work the employee will return to the position previously held or in the event that the job has been eliminated one of equal rating. Under the provisions of this clause employees shall continue to accumulate seniority.

12.06 Family Responsibility Leave

The Company agrees that employees are entitled to Family Responsibility Leave in accordance with the provisions of the Employment Standards Act.

Article 13 - PAY PERIODS

13.01 Deductions

All employees shall receive their pay (including vacation pay) on Company time. Total deductions and earnings which are variable shall be shown on the cheque stub.

13.02 Payday Defined

Payday shall be every second Friday.

13.03 Direct Deposit Pay System

The Employer to utilize a Direct Deposit Pay System. It is understood that the employees may select the banking institution of their choice and may change that designation by giving the Company thirty (30) days' notice.

Article 14 - CLOTHING SUPPLY AND FOOTWEAR

14.01 Clothing Changes and Relief

The Company will allow employees adequate relief as well as necessary time for changing clothing or equipment necessitated by a change in working conditions.

14.02 Laundry Service

The Company shall maintain laundry service. All employees shall be supplied with clean laundry as required.

14.03 Clothing Supply and Footwear

The Company agrees to supply cotton gloves, rubber gloves, rubber pants, raincoats and aprons to all employees as required, free of charge. Employees shall be responsible for any such apparel they may lose. Employees must purchase rubber boots, for which the Company will, effective date of Ratification (**January 22, 2017**), grant an allowance of up to **fifty dollars (\$50.00)** twice annually or one hundred dollars (\$100.00) once annually, upon receipt of the purchase. The receipt should be submitted no later than one (1) month following purchase.

14.04 Tool Allowance

Upon written permission from the Maintenance Manager/Supervisor, Maintenance employees will be reimbursed up to two hundred dollars (\$200.00) for the replacement of damaged tools. The receipt and damaged tool must be presented to the Company to obtain reimbursement. The receipt must be submitted to Payroll within thirty (30) days for reimbursement.

Article 15 - HEALTH AND WELFARE BENEFITS

15.01 Health Benefits

(a) M.S.P. of B. C. (Medical Services Plan of British Columbia)

Eligibility: All employees after three (3) months equivalent of service

The Company shall pay the full premium cost of the coverage for all Bargaining Unit Employees and their dependents.

(b) Insurance

Eligibility: After one (1) year equivalent of service

All full-time employees will qualify. The premiums for these benefits will be paid by the Company for eligible employees.

Changes to benefit plan – Effective March 1, 2017:

- (i) **Life Insurance: Thirty-four thousand, five hundred dollars (\$34,500.00).** This amount will be paid to the beneficiary in the event of death from any cause. 100% Company paid.
- (ii) **Accidental Death and Dismemberment Insurance: Thirty-four thousand, five hundred dollars (\$34,500.00);** this amount will be paid to the beneficiary if death results from an accident. 100% Company paid.

(c) Dental Plan

Eligibility: After one (1) year equivalent of service

All full-time employees and their dependents will qualify. The premiums for these benefits will be paid by the Company for eligible employees and their dependents. This Dental Plan will provide: 100% coverage under Plan A; 70% coverage under Plan B; and 50% coverage under Plan C, in accordance with the Employee Benefit Plan, as outlined in the Great West Life Benefit manual, current at March 2003.

Effective date of Ratification (March 8, 2009) the Employer agrees to increase the coverage maximum for the Dental Plan from one thousand five hundred dollars (\$1,500.00) to two thousand dollars (\$2,000.00).

Effective August 1, 2012 the Employer agrees to increase the coverage maximum for the Dental Plan from two thousand dollars (\$2,000.00) to two thousand three hundred dollars (\$2,300.00).

(d) Extended Health

Eligibility: After one (1) year equivalent of service

All full-time employees and their dependents will qualify. The premiums for these benefits will be paid by the Company for eligible employees and their dependents. The coverage under this provision shall be in accordance with the Employee Benefit Plan, as outlined in the Great West Life Benefit manual, current at March 2003.

Effective the date of Ratification (March 8, 2009) the Employer agrees to increase the per visit coverage for Physiotherapy from ten dollars (\$10.00) to twenty-five dollars (\$25.00) per visit.

Effective March 1, 2017, the Employer agrees to increase the per visit coverage for Physiotherapy to forty dollars (\$40.00) per visit; annual maximums prescribed by the plan will continue to apply.

The Employer agrees to have a Prescription Drug Card in place as soon as possible and in no case later than ninety (90) days after Ratification 2012, unless there is a delay for which the

Insurance Carrier is the cause. In such a case the parties shall meet prior to the expiry of the ninety (90)-day period to discuss and resolve the problem.

(e) Vision Care

Eligibility: After one (1) year equivalent of service

All full-time employees and their dependents will qualify. The premiums for these benefits will be paid by the Company for eligible employees and their dependents.

Effective March 1, 2017, the plan will reimburse vision care expenses including the cost of prescription eyeglasses, frames, and contact lenses up to three hundred and twenty-five dollars (\$325.00) every twenty-four (24) months, or a one-time payment of \$325.00 towards laser eye surgery.

(f) Length of Service Equivalent Defined

One (1) month service equivalent will be equal to one hundred and seventy-three (173) hours worked.

(g) Full-time Status Defined

Employees will be considered full-time when their worked hours exceed thirty (30) hours per week, for ten (10) consecutive weeks. In the event that an employee voluntarily reduces their workweek, they will no longer qualify for full-time status. Full-time employees working thirty (30) hours per week or less for ten (10) consecutive weeks will no longer be considered full-time.

(h) Pension Plan

Effective March 1, 2017, the Employer agrees to participate in the United Food and Commercial Workers Pension Plan and to make contributions to the plan on the following basis:

Effective March 1, 2017: Employer contribution of twenty-three cents (\$0.23) per hour to a maximum of 40 hours per week.

Effective August 31, 2018: Employer contribution of twenty-five cents (\$0.25) per hour to a maximum of 40 hours per week.

Effective August 31, 2019: Employer contribution of forty-five cents (\$0.45) per hour to a maximum of 40 hours per week.

There will be no employee contributions to the pension plan for the term of this agreement.

15.02 Insurance Carrier

The Company shall be free to change the insurance carrier provided that such change provides benefits equal to or better than those contained in this Agreement.

Article 16 - NON-DISCRIMINATION

It shall be the policy of the Company and the Union to uphold the prohibited grounds for discrimination as set out in the Human Rights Code of BC and not to discriminate because of Union activities. Furthermore, the Company and the Union recognize the right of employees to

work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace.

Article 17 - BEREAVEMENT LEAVE

When an employee is absent on up to **three (3)** of his or her scheduled days due to the bereavement of an immediate relative, he/she shall receive eight (8) hours pay at his or her regular rate for each such day. Up to an additional three (3) days may be applied for and granted, without pay, provided that such additional days are used directly preceding or subsequent to the two (2) days of paid bereavement.

For the purpose of this clause an immediate relative shall be one of the following: Wife, husband, son, daughter, sister, brother, mother, father, mother-in-law, father-in-law, stepmother, stepfather, grandparents, grandchildren, brother-in-law and sister-in-law.

Article 18 - NO CONTRACTING OUT

There shall be no contracting out of work presently being performed by members of the Bargaining Unit that would result in a layoff of members of the Bargaining Unit.

Article 19 - APPEARANCE IN COURT

An employee summoned to appear or required to serve jury duty or one who has been served with a subpoena to appear as a witness shall be paid the difference between what he or she would have earned for his/her scheduled hours at his/her paid rate and the court fee received. Employees shall notify Management as soon as possible after receipt of notice of selection for jury duty or after receipt of the subpoena to appear as a witness. The Company will require the employee to furnish a certificate of service from an officer of the court before making any payment under this section. Leaves under the provisions of this clause shall be recognized and granted on a full day basis.

Article 20 - BULLETIN BOARD

The Company shall allow the Union to install a bulletin board for the exclusive use of the Union. The bulletin board shall be located in an appropriate place in the employees' lunch room and the Union shall have the right to post notices relating to matters of interest to its members.

Article 21 - LABOUR MANAGEMENT MEETINGS

In the event either party finds it necessary to enter into a Labour Management Meeting, they shall submit an agenda and the Labour Management Meeting shall be held within a reasonable period. Such meetings shall be held on Company time during regular working hours, unless otherwise mutually agreed to.

Signed this _____ day of February, 2017.

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

A handwritten signature in black ink, enclosed in an oval. The signature reads "Ivan Limpright".

Ivan Limpright
President

FOR THE COMPANY
J&L BEEF LTD.

Doug Mitchell
Chief Operating Officer

Scott Cummings
Chief Financial Officer

Wage Schedule

Full retroactivity will apply to all employees at the time of ratification.

| Plant/Food Processing | Current (Sept. 1, 2013) | Sept. 1, 2014 | Sept. 1, 2015 | Sept. 1, 2016 | Sept. 1, 2017 | Sept. 1, 2018 |
|------------------------------|------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Start | \$12.45 | \$12.70 | \$12.95 | \$13.21 | \$13.48 | \$13.75 |
| 6 months | \$13.20 | \$13.46 | \$13.73 | \$14.01 | \$14.29 | \$14.57 |
| 12 months | \$13.95 | \$14.22 | \$14.51 | \$14.80 | \$15.09 | \$15.40 |
| 18 months | \$14.70 | \$15.00 | \$15.30 | \$15.60 | \$15.91 | \$16.23 |
| 24 months | \$15.45 | \$15.76 | \$16.07 | \$16.40 | \$16.72 | \$17.06 |
| 30 months | \$16.20 | \$16.52 | \$16.85 | \$17.19 | \$17.53 | \$17.88 |
| 36 months | \$16.95 | \$17.28 | \$17.63 | \$17.98 | \$18.34 | \$18.71 |
| 42 months | \$17.70 | \$18.06 | \$18.42 | \$18.79 | \$19.16 | \$19.54 |
| Job | \$18.43 | \$18.85 | \$19.29 | \$19.73 | \$20.18 | \$20.65 |

| Turkey Cut Up | Current (Sept. 1, 2013) | Sept. 1, 2014 | Sept. 1, 2015 | Sept. 1, 2016 | Sept. 1, 2017 | Sept. 1, 2018 |
|----------------------|------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Start | | | | \$13.46 | \$13.73 | \$14.01 |
| 6 months | | | | \$14.26 | \$14.54 | \$14.83 |
| 12 months | | | | \$15.05 | \$15.35 | \$15.66 |
| 18 months | | | | \$15.85 | \$16.17 | \$16.49 |
| 24 months | | | | \$16.65 | \$16.98 | \$17.32 |
| 30 months | | | | \$17.44 | \$17.79 | \$18.14 |
| 36 months | | | | \$18.23 | \$18.60 | \$18.97 |
| 42 months | | | | \$19.04 | \$19.42 | \$19.81 |
| Job | | | | \$19.98 | \$20.44 | \$20.91 |

| Sanitation | Current (Sept. 1, 2013) | Sept. 1, 2014 | Sept. 1, 2015 | Sept. 1, 2016 | Sept. 1, 2017 | Sept. 1, 2018 |
|-------------------|------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Start | \$12.45 | \$12.70 | \$12.95 | \$13.21 | \$13.48 | \$13.75 |
| 6 months | \$13.20 | \$13.46 | \$13.73 | \$14.01 | \$14.29 | \$14.57 |
| 12 months | \$13.95 | \$14.22 | \$14.51 | \$14.80 | \$15.09 | \$15.40 |
| 18 months | \$14.70 | \$15.00 | \$15.30 | \$15.60 | \$15.91 | \$16.23 |
| 24 months | \$15.45 | \$15.76 | \$16.07 | \$16.40 | \$16.72 | \$17.06 |
| 30 months | \$16.20 | \$16.52 | \$16.85 | \$17.19 | \$17.53 | \$17.88 |
| 36 months | \$16.95 | \$17.28 | \$17.63 | \$17.98 | \$18.34 | \$18.71 |
| 42 months | \$17.70 | \$18.06 | \$18.42 | \$18.79 | \$19.16 | \$19.54 |
| Job | \$18.43 | \$18.85 | \$19.29 | \$19.73 | \$20.18 | \$20.65 |

| Product Line Feeder/ Grinder/ Power Jack | Current (Sept. 1, 2013) | Sept. 1, 2014 | Sept. 1, 2015 | Sept. 1, 2016 | Sept. 1, 2017 | Sept. 1, 2018 |
|---|------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Start | \$12.95 | \$13.21 | \$13.47 | \$13.74 | \$14.02 | \$14.30 |
| 6 months | \$13.69 | \$13.96 | \$14.24 | \$14.53 | \$14.82 | \$15.11 |
| 12 months | \$14.43 | \$14.72 | \$15.01 | \$15.31 | \$15.62 | \$15.93 |
| 18 months | \$15.17 | \$15.47 | \$15.78 | \$16.09 | \$16.42 | \$16.74 |
| 24 months | \$15.91 | \$16.22 | \$16.55 | \$16.88 | \$17.22 | \$17.56 |
| 30 months | \$16.65 | \$16.99 | \$17.33 | \$17.67 | \$18.03 | \$18.39 |
| 36 months | \$17.39 | \$17.74 | \$18.10 | \$18.46 | \$18.83 | \$19.20 |
| 42 months | \$18.13 | \$18.49 | \$18.86 | \$19.24 | \$19.63 | \$20.02 |
| Job | \$18.86 | \$19.29 | \$19.74 | \$20.19 | \$20.66 | \$21.13 |

| Wrapping/ Scale Machine Operator | Current (Sept. 1, 2013) | Sept. 1, 2014 | Sept. 1, 2015 | Sept. 1, 2016 | Sept. 1, 2017 | Sept. 1, 2018 |
|---|------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Start | \$12.95 | \$13.21 | \$13.47 | \$13.74 | \$14.02 | \$14.30 |
| 6 months | \$13.69 | \$13.96 | \$14.24 | \$14.53 | \$14.82 | \$15.11 |
| 12 months | \$14.43 | \$14.72 | \$15.01 | \$15.31 | \$15.62 | \$15.93 |
| 18 months | \$15.17 | \$15.47 | \$15.78 | \$16.09 | \$16.42 | \$16.74 |
| 24 months | \$15.91 | \$16.22 | \$16.55 | \$16.88 | \$17.22 | \$17.56 |
| 30 months | \$16.65 | \$16.99 | \$17.33 | \$17.67 | \$18.03 | \$18.39 |
| 36 months | \$17.39 | \$17.74 | \$18.10 | \$18.46 | \$18.83 | \$19.20 |
| 42 months | \$18.13 | \$18.49 | \$18.86 | \$19.24 | \$19.63 | \$20.02 |
| Job | \$18.86 | \$19.29 | \$19.74 | \$20.19 | \$20.66 | \$21.13 |

| Order Picker | Current (Sept. 1, 2013) | Sept. 1, 2014 | Sept. 1, 2015 | Sept. 1, 2016 | Sept. 1, 2017 | Sept. 1, 2018 |
|-------------------------|------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Start | \$12.95 | \$13.21 | \$13.47 | \$13.74 | \$14.02 | \$14.30 |
| 6 months | \$13.69 | \$13.96 | \$14.24 | \$14.53 | \$14.82 | \$15.11 |
| 12 months | \$14.43 | \$14.72 | \$15.01 | \$15.31 | \$15.62 | \$15.93 |
| 18 months | \$15.17 | \$15.47 | \$15.78 | \$16.09 | \$16.42 | \$16.74 |
| 24 months | \$15.91 | \$16.22 | \$16.55 | \$16.88 | \$17.22 | \$17.56 |
| 30 months | \$16.65 | \$16.99 | \$17.33 | \$17.67 | \$18.03 | \$18.39 |
| 36 months | \$17.39 | \$17.74 | \$18.10 | \$18.46 | \$18.83 | \$19.20 |
| 42 months | \$18.13 | \$18.49 | \$18.86 | \$19.24 | \$19.63 | \$20.02 |
| Job | \$18.86 | \$19.29 | \$19.74 | \$20.19 | \$20.66 | \$21.13 |

| Shipping/ Receiving | Current (Sept. 1, 2013) | Sept. 1, 2014 | Sept. 1, 2015 | Sept. 1, 2016 | Sept. 1, 2017 | Sept. 1, 2018 |
|--------------------------------|------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Start | \$18.00 | \$18.36 | \$18.73 | \$19.10 | \$19.48 | \$19.87 |
| 6 months | \$18.52 | \$18.89 | \$19.27 | \$19.65 | \$20.04 | \$20.45 |
| 12 months | \$19.04 | \$19.42 | \$19.81 | \$20.20 | \$20.61 | \$21.02 |
| 18 months | \$19.56 | \$19.95 | \$20.35 | \$20.75 | \$21.17 | \$21.59 |
| 24 months | \$20.08 | \$20.49 | \$20.89 | \$21.31 | \$21.74 | \$22.17 |
| 30 months | \$20.60 | \$21.01 | \$21.43 | \$21.86 | \$22.30 | \$22.75 |
| Job | \$21.11 | \$21.60 | \$22.09 | \$22.60 | \$23.12 | \$23.65 |

| Coordinator | Current (Sept. 1, 2013) | Sept. 1, 2014 | Sept. 1, 2015 | Sept. 1, 2016 | Sept. 1, 2017 | Sept. 1, 2018 |
|--------------------|------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Start | \$13.45 | \$13.72 | \$13.99 | \$14.27 | \$14.56 | \$14.85 |
| 6 months | \$14.21 | \$14.49 | \$14.78 | \$15.08 | \$15.38 | \$15.69 |
| 12 months | \$14.97 | \$15.26 | \$15.57 | \$15.88 | \$16.20 | \$16.52 |
| 18 months | \$15.73 | \$16.05 | \$16.37 | \$16.70 | \$17.03 | \$17.37 |
| 24 months | \$16.49 | \$16.82 | \$17.16 | \$17.50 | \$17.85 | \$18.21 |
| 30 months | \$17.25 | \$17.59 | \$17.94 | \$18.30 | \$18.67 | \$19.04 |
| 36 months | \$18.01 | \$18.37 | \$18.73 | \$19.11 | \$19.49 | \$19.88 |
| 42 months | \$18.77 | \$19.15 | \$19.53 | \$19.92 | \$20.32 | \$20.73 |
| Job | \$19.51 | \$19.96 | \$20.42 | \$20.89 | \$21.37 | \$21.86 |

| Maintenance 4th Class Engineer | Current (Sept. 1, 2013) | Sept. 1, 2014 | Sept. 1, 2015 | Sept. 1, 2016 | Sept. 1, 2017 | Sept. 1, 2018 |
|--|------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Start/Job | \$25.95 | \$26.55 | \$27.16 | \$27.78 | \$28.42 | \$29.07 |

| Maintenance General Mechanic/ Attendant | Current (Sept. 1, 2013) | Sept. 1, 2014 | Sept. 1, 2015 | Sept. 1, 2016 | Sept. 1, 2017 | Sept. 1, 2018 |
|--|------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Start | \$21.45 | \$21.88 | \$22.32 | \$22.76 | \$23.22 | \$23.68 |
| 6 months | \$21.89 | \$22.32 | \$22.77 | \$23.23 | \$23.69 | \$24.16 |
| 12 months | \$22.33 | \$22.78 | \$23.24 | \$23.70 | \$24.17 | \$24.66 |
| 18 months | \$22.77 | \$23.23 | \$23.69 | \$24.16 | \$24.65 | \$25.14 |
| 24 months | \$23.21 | \$23.67 | \$24.14 | \$24.63 | \$25.12 | \$25.62 |
| 30 months | \$23.65 | \$24.13 | \$24.61 | \$25.10 | \$25.60 | \$26.12 |
| Job | \$24.07 | \$24.62 | \$25.19 | \$25.77 | \$26.36 | \$26.97 |

Effective date of ratification (January 22, 2017) all new employees hired into Plant/Food Processing will be hired into a sixty (60) month schedule from start rate to job rate.

| Plant/Food Processing | Sept. 1, 2016 | Sept. 1, 2017 | Sept. 1, 2018 |
|------------------------------|--------------------------|--------------------------|--------------------------|
| Start | \$13.21 | \$13.48 | \$13.75 |
| 6 months | \$13.86 | \$14.14 | \$14.42 |
| 12 months | \$14.52 | \$14.81 | \$15.10 |
| 18 months | \$15.17 | \$15.47 | \$15.78 |
| 24 months | \$15.82 | \$16.14 | \$16.46 |
| 30 months | \$16.47 | \$16.80 | \$17.14 |
| 36 months | \$17.12 | \$17.47 | \$17.82 |
| 42 months | \$17.78 | \$18.13 | \$18.49 |
| 48 months | \$18.43 | \$18.80 | \$19.18 |
| 54 months | \$19.08 | \$19.46 | \$19.85 |
| Job Rate (60 months) | \$19.73 | \$20.18 | \$20.65 |

Letter of Understanding #1

Re: Overtime Committee

The Company agrees to form a four-person committee to consist of two (2) excluded Company employees and two (2) employees selected by the Union, to discuss the overtime situation and develop mutually acceptable practices that ensure the business needs are met but proper consideration is given to address fair and reasonable personal commitments of employees. This committee will meet within ninety (90) days after ratification of this Agreement.

Letter of Understanding #2

Re: Future Participation in the UFCW Union Pension Plan

The Employer agrees to contribute to the UFCW Union Pension Plan ("the Plan") subject to the following:

1. The bargaining unit's participation in the Plan will be subject to the approval of the Plan's Board of Trustees.
2. If requested to do so by the Union, the Company agrees to provide to the Plan's actuaries any data related to bargaining unit employees that they reasonably require to complete an actuarial assessment for the Plan.
3. The Union may, at any time during the term of this Collective Agreement, conduct a vote of the members of the bargaining unit to determine if they wish to have the Company redirect any portion of the wages negotiated in the 2012 round of negotiations to Pension Plan contributions. It is understood that this decision shall be made collectively, and if a majority of ballots are cast in favor of such a proposition, the outcome shall apply to all individual members of the bargaining unit.
4. The Company agrees that it shall not arbitrarily withhold contributions (in the form of redirected wages) to the Plan should the Union decide to implement the Plan pursuant to this Letter of Understanding.

Letter of Understanding #3

Re: Duty to Accommodate

The Employer, employees and the Union recognize and will abide by the guidelines in the Canadian Human Rights Act regarding “Duty to Accommodate.”

All parties understand that accommodation requires a balance between the rights of an employee, Union membership, and the right of an Employer to operate a workplace.

The Duty to Accommodate is not about employee preference; it is about removing discriminatory barriers that are prohibited by the Canadian Human Rights Act.

The search for accommodation is a multi-party inquiry; in this workplace it involves the Employer, the Union, and the affected employee.

The parties agree to maintain a joint accommodation committee. The accommodation committee will be comprise of one (1) standing member each from the Employer and the Union. Representatives should be familiar with the Collective Agreement and have experience in the area of return to work and accommodation. The accommodation committee will meet as necessary and at the request of either party to carry out its responsibilities.

The Employer will identify to the Union those who are accommodated or on a rehabilitation program.

Letter of Understanding #4

Re: Troubleshooter

The parties agree to a one (1) year trial of a Troubleshooter process. The Employer shall have the option of not continuing with the process are a one (1) year trial.

An individual agreed by the parties shall be scheduled on a rotating basis to conduct expedited hearings on the following basis:

- 1) Either party may refer grievances to this process upon providing the other party with three (3) weeks' notice of a grievance being referred. Both parties must agree to forward a grievance to a Troubleshooter.**
- 2) Only grievances where the parties have shared all relevant information regarding the grievance, and all reliance documents and facts have been exchanged shall be referred. The parties agree that disclosure of information and documents will take place in a timely manner.**
- 3) New evidence, including facts or documents, may be introduced after the referral is made only where disclosure of this new evidence was not possible prior to the referral. In such cases, the party that is introducing the new evidence shall provide immediate disclosure to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow a fair opportunity for analysis and reply.**

- 4) Decisions of the Troubleshooter shall be in writing but shall be without prejudice, non-precedent setting and shall not be publicized.**
- 5) Legal counsel shall not be used by either party.**
- 6) Decisions of the Troubleshooter are final and binding.**
- 7) It is understood that this process will be in place for one (1) year from ratification, and after one (1) year, this process will expire unless mutually agreed otherwise by both parties.**

INDEX

B

| | |
|-------------------------|----|
| Bargaining Agency | 1 |
| Bereavement..... | 22 |
| Bulletin Board..... | 22 |
| Bullying..... | 10 |

C

| | |
|----------------------|----|
| Clothing | 19 |
| Contracting Out..... | 22 |
| Court | 22 |

D

| | |
|-----------------------------|----|
| Deductions | 18 |
| Dental Plan..... | 20 |
| Direct Deposit..... | 19 |
| Duration Of Agreement | 10 |
| Duty To Accommodate..... | 29 |

E

| | |
|----------------------|----|
| Extended Health..... | 20 |
|----------------------|----|

F

| | |
|---------------------------|----|
| First-Aid Attendant | 9 |
| First-Aid Premium | 9 |
| First-Aid Ticket | 9 |
| Footwear | 19 |
| Four-Hour Guarantee | 11 |
| Full-Time Status | 21 |

G

| | |
|----------------|----|
| Grievance..... | 15 |
|----------------|----|

H

| | |
|--------------------------------|----|
| Harassment..... | 10 |
| Health Benefits..... | 19 |
| Hours Of Work | 10 |
| <u>Human Rights Code</u> | 21 |

I

| | |
|----------------------|----|
| Initiation Fees..... | 2 |
| Injury | 4 |
| Insurance | 20 |

J

| | |
|---------------------|---|
| Job Reduction | 4 |
|---------------------|---|

L

| | |
|---------------------------------|----|
| Labour Management Meeting | 22 |
| Laundry Service | 19 |
| Leaves Of Absence..... | 17 |
| Loss Of Seniority | 7 |
| Lunch Period | 12 |

M

| | |
|------------------------|----|
| M.S.P..... | 19 |
| Management Rights..... | 3 |
| Management Work | 12 |

N

| | |
|-------------------------|---|
| Notice Of Lay-Off | 8 |
|-------------------------|---|

O

| | |
|--------------------------|--------|
| Off-Shift Premium | 4 |
| Overtime | 11, 12 |
| Overtime | 10 |
| Overtime Committee | 28 |

P

| | |
|---------------------------|--------|
| Payday..... | 19 |
| Pension Plan..... | 21, 28 |
| Personal Clean-Up | 4 |
| Premiums..... | 10 |
| Probationary Period | 5 |

R

| | |
|------------------------------|----|
| Rehabilitation Program | 6 |
| Rest Periods | 12 |
| Retroactivity | 24 |

S

| | |
|-------------------------|----|
| Safety Committee | 9 |
| Safety Tests..... | 9 |
| Schedule..... | 10 |
| Seniority | 5 |
| Seniority Defined | 8 |
| Seniority Records | 7 |

T

| | |
|----------------------|----|
| Tool Allowance | 19 |
| Transportation..... | 4 |
| Troubleshooter..... | 29 |

U

| | |
|----------------------------|---|
| Union Dues | 2 |
| Union Representative | 2 |
| Union Shop | 2 |

V

| | |
|-------------------|----|
| Vacancies | 5 |
| Vacation..... | 13 |
| Vision Care | 21 |

W

| | |
|-----------------------|----|
| Wage Protection | 4 |
| Wage Schedule | 24 |
| Wages..... | 3 |