

# COLLECTIVE AGREEMENT

Between

**CATELLI FOODS CORPORATION  
(Delta, BC)**

(hereinafter referred to as the “Employer”)  
of the First Part

And

**United Food and Commercial Workers, Local 1518**

(hereinafter referred to as the “Union”)  
of the Second Part

February 1, 2018 to January 31, 2022

Ratified by member vote: February 11, 2018



**CONTENTS**

ARTICLE 1 – Purpose of Agreement ..... 1

ARTICLE 2 – Scope and Recognition ..... 1

ARTICLE 3 – Relationship ..... 2

ARTICLE 4 – Union Security ..... 2

ARTICLE 5 – Non-Discrimination ..... 2

ARTICLE 6 – Management Rights ..... 3

ARTICLE 7 – No Strikes or Lock-Outs ..... 3

ARTICLE 8 – Safety and Health ..... 3

ARTICLE 9 – Union Representation ..... 4

ARTICLE 10 – Negotiating Committee ..... 4

ARTICLE 11 – Grievance Procedure ..... 5

ARTICLE 12 – Arbitration ..... 6

ARTICLE 13 – Discharge and Disciplinary Action ..... 6

ARTICLE 14 – Seniority ..... 7

ARTICLE 15 – Layoffs ..... 9

ARTICLE 16 – Job Posting ..... 9

ARTICLE 17 – Leave of Absence ..... 10

ARTICLE 18 – Bereavement Leave ..... 11

ARTICLE 19 – Jury and Witness Duty ..... 11

ARTICLE 20 – Bulletin Boards ..... 11

ARTICLE 21 – Hours of Work and Overtime ..... 12

ARTICLE 22 – Rest and Lunch Periods ..... 13

ARTICLE 23 – Premiums ..... 13

ARTICLE 24 – Payment for Injured Employees ..... 14

ARTICLE 25 – Statutory Holidays ..... 14

ARTICLE 26 – Vacation with Pay.....	15
ARTICLE 27 – Classifications and Wages .....	17
ARTICLE 28 – Pay Period .....	17
ARTICLE 29 – Work Clothing.....	17
ARTICLE 30 – Employee Benefits .....	18
ARTICLE 31 – Maintenance Tools.....	19
ARTICLE 32 – Duration of Agreement .....	20
LETTER OF UNDERSTANDING #1 – Alternate Work Schedules.....	21
LETTER OF UNDERSTANDING #2 – Shift Preference .....	22
LETTER OF UNDERSTANDING #3 – Joint Labour-Management Committee .....	23
LETTER OF UNDERSTANDING #4 – Pension Plan.....	24
LETTER OF UNDERSTANDING #5 – Trouble Shooter .....	25
LETTER OF UNDERSTANDING #6 – Regular Work Week.....	26
LETTER OF UNDERSTANDING #7 – Doctors’ Notes .....	27
SCHEDULE “A” – WAGES.....	28
ATTACHMENT – Letter Re: Cheese Production Marathon .....	31

## **ARTICLES OF AGREEMENT**

**BETWEEN: CATELLI FOODS CORPORATION (Delta, BC)**, hereinafter referred to as the “Employer”

of the First Part

**AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518**, hereinafter referred to as the “Union”

of the Second Part

**WHEREAS:** The Company and the Union desire to promote harmonious relations between the Company, the Union and the employees of the Company covered by this Agreement and the parties agree to the best of their ability to provide for a competitive and profitable Company by satisfying the service and product quality needs of its customers. Further, the Company and the Union recognize the desirability of stable employment for employees.

NOW THEREFORE the Company and the Union mutually agree as follows:

### **ARTICLE 1 – Purpose of Agreement**

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship and to provide orderly collective bargaining relations between the Employer and its employees covered by this Agreement through the Union; to secure prompt and fair disposition of grievances; to secure the efficient operation of the Employer’s business without interruption or interference with work; and to provide fair wages, hours and working conditions for the employees. It is recognized by this Agreement to be the desire of the Employer, the Union and the employees to co-operate fully, individually and collectively for the advancement of the said conditions.
- 1.02 The Employer and the Union agree to observe Section 54, Adjustment Plan, of the Labour Relations Code.

### **ARTICLE 2 – Scope and Recognition**

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees in the bargaining unit defined in the certificate issued by the British Columbia Labour Relations Board on October 20, 1993; that is, employees at and from 1631 Derwent Way, Delta, BC; except office and sales staff.
- 2.02 The Company recognizes the desirability of not having supervisory participation in production work. The Union recognizes that there will be occasions when supervisors may perform production work such as in emergencies, unscheduled absences, where assistance is required to ensure the health and safety of an employee and brief intervention to facilitate employees in order to maintain the efficiency and effectiveness of the operation.

### **ARTICLE 3 – Relationship**

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- 3.01 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 as a condition of continued employment.
- 3.02 A new employee shall become a member of the Union within thirty (30) calendar days following his or her date of hire.
- 3.03 The Union will not nor will any employee engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer.

### **ARTICLE 4 – Union Security**

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- 4.01 The Company agrees to deduct from the pay of each employee of the bargaining unit upon receipt of proper written authorization from the employee, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. All employees shall pay union dues.
- 4.02 The Employer shall remit the amounts so deducted, not later than the fifteenth (15th) day of the month following, by cheque, as directed by the Secretary-Treasurer of the Union.
- 4.03 The monthly remittance shall be accompanied by a statement showing the name of each employee from whose pay deductions have been made and the total amount deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reasons why.
- 4.04 The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of or by reason of, deductions made or payments made in accordance with this Article.
- 4.05 The Employer agrees to record total union dues deductions paid by each employee on their T4 Income Tax Receipt.

### **ARTICLE 5 – Non-Discrimination**

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- 5.01 The Employer and the Union agree that there shall be no discrimination against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, or by reason of any lawful activity or lack of activity in any labour organization.
- 5.02 The Employer and the Union agree to observe the provisions of the British Columbia Human Rights Code and the Charter of Rights and Freedoms.

## **ARTICLE 6 – Management Rights**

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6.01 The Employer shall have the exclusive right to manage the business and direct the working force, including the right to hire, suspend, discharge for just cause, lay-off, promote, assign to jobs, transfer employees from department to department, increase or decrease the working force and determine the products to be handled, subject only to the provisions of this Agreement.

The parties agree that nothing in this Agreement shall be intended or is to be construed in any way to interfere with the recognized right of the Employer to manage and control the business. It is further agreed that the foregoing enumeration of management rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement.

## **ARTICLE 7 – No Strikes or Lock-Outs**

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7.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there shall be no strike by the employees and the Employer agrees that there will be no lock-out of employees.

## **ARTICLE 8 – Safety and Health**

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8.01 The Employer, employees and the Union agree that they desire to maintain high standards of health, safety and sanitation and shall abide in all respects with the requirements of the Occupational Health and Safety Act.

8.02 There shall be an Occupational Safety and Health Committee consisting of not more than three (3) members elected or appointed by the Union and not more than three (3) members appointed by the Employer. The employer may increase the number of committee members for periods of time it deems necessary with equal representation of employee and employer members. All employee representatives will be elected or appointed by the Union.

8.03 The general rules of the Occupational Safety and Health Committee shall be:

- (a) To make a monthly inspection of the plant or place of employment for the purpose of determining hazardous conditions, to check unsafe practices and to receive complaints and recommendations with respect to these matters.
- (b) To investigate promptly all serious accidents and any unsafe conditions or practices which may be reported to it.
- (c) To hold meetings at least monthly during regular working hours for the discussion of current accidents, their causes, suggested means of preventing their recurrence and reports of investigations and inspections.
- (d) To keep records of all investigations, inspections, complaints and recommendations together with minutes of meetings. The minutes shall indicate what action has been taken with respect to suggestions or recommendations previously made, and if no action has been taken, the reasons therefore shall be given.
- (e) The Union Chairperson of the Committee shall have the right to accompany all authorized Safety Inspectors on tours of the premises.

- 8.04 The Company acknowledges that it is preferable to have first aid coverage provided by bargaining unit employees.

## **ARTICLE 9 – Union Representation**

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- 9.01 Shop stewards shall be elected or appointed by the Union in a manner determined by them. To be eligible for election or appointment as a steward, an employee must have completed their probationary period. The Union shall notify the Employer, in writing, of the names of such stewards at the time of their appointment and the Employer shall not be required to recognize any steward until it has been so notified.
- 9.02 A steward may investigate and process grievances in accordance with the Grievance Procedure set out in this Agreement.
- 9.03 When the legitimate business of the Union Steward requires them to leave the workstation and/or department, they shall first receive permission from the supervisor. When it becomes necessary for the investigation of legitimate union business or grievances, this investigation shall take place on rest or lunch breaks. If this is not possible, the steward may request of a supervisor time off with pay during regular working hours, for which he shall first receive permission from his supervisor. Paid time necessary for the prompt handling of legitimate union business or grievances shall be granted provided the efficiency of the operation will not be affected. This includes exceptional cases where paid time is necessary outside of regular working hours provided this time has been pre-approved by Operations Management.
- 9.04 The Employer agrees that permission for the representative of the Union responsible for the membership covered by this Agreement to enter the Employer's premise will not be unreasonably withheld, on the understanding that there will be no interference with or interruption of production. Requests for such permission shall be made to the Operations Manager or their designate.

## **ARTICLE 10 – Negotiating Committee**

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- 10.01 The Employer agrees to recognize and deal with a Negotiating Committee of not more than three (3) employees who shall be regular employees of the Employer, along with representatives of the International Union.
- 10.02 The Negotiating Committee is a separate entity from other committees and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal and modification of this Agreement.
- 10.03 The Employer agrees to allow members of the Negotiating Committee leave of absence to prepare for negotiations and to meet with members of management for the purpose of negotiating to renew this Agreement. The Employer shall pay for all regular time lost at regular rates of pay for each member of the Negotiating Committee. The Union shall reimburse the Employer for such wage payments upon receipt of a monthly statement.

## **ARTICLE 11 – Grievance Procedure**

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- 11.01 The purpose of this Article is to establish a procedure for the settlement of grievances.
- 11.02 The Employee shall first, with or without the Shop Steward present, register the complaint with their immediate supervisor in an attempt to resolve the complaint.
- 11.03 If, after registering the complaint with the supervisor and such complaint is not settled within three (3) regular working days or within any longer period which may have been agreed to by the parties, then the following steps of the Grievance Procedure may be invoked:

### **STEP ONE**

The Supervisor shall meet with the Union Steward within one (1) working day of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The Supervisor shall within a further two (2) working days answer to the grievance and return it to the Union.

### **STEP TWO**

If the grievance is not resolved at Step One, the grievance may be submitted in writing to the Department Manager or their designate who shall schedule a meeting to be held within two (2) working days between the Union Grievance Committee (not to exceed two (2) in number) and an equal number of representatives of Management, in a further attempt to resolve the grievance. The grievor may be present at this meeting if requested by either party. The Management representative shall within a further three (3) working days give a decision in writing to the Union. The Union may advance to the next step within three (3) working days of the company's response as per Step three below.

### **STEP THREE**

If the grievance remains unsettled at the conclusion of Step Two, the grievance may be submitted to a representative of Human Resources who shall schedule a meeting to be held within five (5) working days between the Union Grievance Committee or Negotiating Committee (not to exceed three (3) in number) and an equal number of representatives of management, in a final attempt to resolve the grievance. The Business Agent of the Union and the grievor may be present at this meeting if requested by either party. The Management representative shall within a further three (3) working days give a decision, in writing, to the Union.

- 11.04 Time limits specified in the Grievance and Arbitration Procedures may be extended by mutual agreement, in writing, between the Employer and the Union.
- 11.05 If final settlement of the grievance is not reached in Step Three, then the grievance may be referred in writing by either party to arbitration as provided in Article 12, Arbitration, at any time within ten (10) working days after the decision is received under Step Three.
- 11.06 When two or more employees wish to file a grievance rising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to the Employer beginning at Step Two of the Grievance Procedure.

- 11.07 The Union or the Employer may initiate a grievance beginning at Step 3 of the Grievance Procedure. Such grievance shall be filed within ten (10) working days of the incident giving rise to the complaint and be in the form prescribed in Step 2. Either the Union in the case of a Union grievance or the Employer in case of an Employer grievance may refer any such grievance to arbitration under Article 12.
- 11.08 Scheduled day of rest and statutory holidays shall not be considered as working days whenever this phrase occurs in this Article.

## **ARTICLE 12 – Arbitration**

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12.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to an Arbitration Board within fifteen (15) working days of the reply under Step Three of the Grievance Procedure.

The Arbitration Board of three persons shall be appointed as follows:

- (a) The Party desiring arbitration shall appoint a member for the Board and shall notify the other party in writing of the name and address of the person so appointed and particulars of the matter in dispute.
- (b) The Party receiving the notice shall within five (5) days thereafter appoint a member for the Board and notify the other party of its appointment.
- (c) The two nominees so appointed shall confer to select a third person to be chairman and if failing to agree within five (5) working days upon a person willing to act, either nominee may apply to the Minister of Labour, to appoint such third member.

Should the parties mutually agree to do so, a single arbitrator may be used to resolve any dispute.

- 12.02 Each of the parties hereto will jointly share the fees and expenses of the Chairman, if any.
- 12.03 The Arbitration Board shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 12.04 The decision of the Arbitration Board shall be final and binding on the parties.

## **ARTICLE 13 – Discharge and Disciplinary Action**

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13.01 A claim by an employee, that they have been discharged or suspended without just cause, shall be proper subject for a grievance, if a written statement of such grievance is lodged at Step Two of the Grievance Procedure within five (5) working days after the

employee receives notice that they have ceased to work for the Employer or returns to work after a suspension as the case may be.

Such special grievance may be settled by:

- (a) confirming the Employer's action;
- (b) reinstating the employee with full seniority and compensation for lost wages and benefits; or
- (c) any other arrangement, which in the opinion of the conferring parties, or the Arbitrator, is just and equitable.

13.02 An employee who has been dismissed without notice shall have the **opportunity** to meet with a Shop Steward for a reasonable time before leaving the Employer's premises **if there is a Shop Steward present on the shift.**

13.03 **(a)** Any notice of suspension or disciplinary action which is intended to form part of an employee's employment record shall be given in the presence of a Shop Steward chosen by the employee and who is available in the plant. The Company shall provide the Union with notice, in writing, of suspension or discharge of an employee stating the reasons why on the day such action is taken. **Subject to Article 13.02 (b),** failure to follow this procedure will render the disciplinary action null and void.

**(b) If there is no shop steward present on shift, notice of any disciplinary action may be given to the employee. Such action does not render the disciplinary action null and void. Whenever practical given operational considerations, the Company will advise the employee of his/her suspension or discharge at the end of the employee's shift**

13.04 The Company will remove all disciplinary references from the employee's personnel file provided there has been no further disciplinary action taken against the employee for a period of twenty-four (24) months of employment for suspensions and twelve (12) months for verbal and written warnings.

## **ARTICLE 14 – Seniority**

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14.01 Newly-hired employees shall serve a probationary period of ninety (90) days worked within a twelve (12) month period and shall have no seniority rights during this period. Upon completion of the probationary period, a new employee shall have their seniority dated back ninety (90) working days. During the probationary period an employee shall be employed on a trial basis and the Company shall have sole discretion to determine their suitability for continued employment. Probationary employees deemed to be unsuitable for continued employment may be discharged at the sole discretion of the Employer. The discharge of a probationary employee may be the subject of a grievance pursuant to Article 11 of this Agreement, provided the discharged employee submits the matter as a grievance at Step Two of the grievance procedure within 72 hours of meeting with the Shop Steward as provided for in clause 13.02.

14.02 Seniority shall be defined as the length of an employee's continuous service within the bargaining unit. An employee shall maintain and accumulate seniority under the following conditions:

- (a) while they are actively at work for the Employer;
  - (b) during the period when an employee is prevented from performing work for the Employer by reason of injury arising out of and in the course of their employment, subject to the Employer's right to termination.
  - (c) during periods of lay-off and absence due to illness or non-occupational injury until seniority has been lost in accordance with clause 14.04 (e).
  - (d) during periods of leave of absence authorized in accordance with Article 17.
- 14.03 Seniority lists will be mailed to the Union office and posted on the bulletin board on January 1st and July 1st of each year.
- 14.04 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:
- (a) if the employee voluntarily quits;
  - (b) if the employee retires;
  - (c) if the employee is discharged for just cause and not reinstated through the Grievance or Arbitration Procedure;
  - (d) if the employee fails to report for duty for layoff or leave of absence in accordance with the Provisions of this Agreement;
  - (e) if twelve (12) months have elapsed from the day of layoff;
  - (f) if absent without leave for more than three (3) consecutive working days unless a reasonable explanation for the absence is provided.
- 14.05 Seniority shall have no application except as provided for in this Agreement.
- 14.06 Part-time employees
- (a) Part-time employees shall be employees who work less than the normal hours of work per week, and shall be used to fill vacancies caused by absenteeism, lateness, accidents, emergency situation and to complement full-time staff during temporary peaks in plant workload.
  - (b) Newly hired part-time employees shall serve a probationary period of ninety (90) days worked within a twelve (12) month period and shall have no seniority rights during this period. Upon completion of the probationary period as per clause 14.01, part-time employees will have seniority only within the part-time employee list and full-time employees will have seniority over part-time.
  - (c) Part-time employees will be assigned work according to seniority and being deemed capable of performing work.
  - (d) Part-time employees may apply for posted positions as per Article 16. Part-time seniority will be one of the considerations when filling posted full-time positions.
  - (e) If a part-time employee, who has completed their probationary period, is accepted for full-time employment, the employee's seniority date will be back dated (90) days worked, but not more than 18 weeks, prior to their full-time start date.
  - (f) If a part-time employee is accepted for full-time employment, upon completion of the probationary period provided for in clause 14.01, the computation of the employee's full-time seniority date, shall be prorated to include the part-time days worked prior to becoming a full-time employee.
  - (g) It is not the Company's intention to use part-time employees where it is practical to employ full-time employees. In the event of a reduction of work, part-time employees shall be the first laid off.

- (h) The company and the Union will consider alternative means of scheduling work with the intention of keeping hours of part-time work as low as practical.

## **ARTICLE 15 – Layoffs**

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- 15.01 In the event of a layoff the Company will consider the requirements and efficiency of operations and the skill, ability and qualifications of the individual to perform the normal required work. Where these are relatively equal, seniority shall be applied on a plant-wide basis.
- 15.02 Laid off employees shall be recalled in order of seniority in accordance with the provisions of clause 15.01.
- 15.03 The Chief Shop Steward shall be notified in advance of the names of any employees designated for layoff.
- 15.04 Employees laid off pursuant to this article who cannot be contacted and who have been notified of recall by registered letter at their last known address and have failed within five (5) days to return to work or contact the Employer shall be deemed to have voluntarily terminated their employment and forfeited the right to recall and seniority.
- Any notice of recall by registered letter shall be sent concurrently to the Union.
- 15.05 It shall be the employee's responsibility to keep the Employer notified of any change in address or phone number so that Company records will be up to date at all times.

## **ARTICLE 16 – Job Posting**

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- 16.01 When a new job classification is permanently created or additional employees are permanently required in an existing job classification or a permanent vacancy occurs within a job classification, the Employer will post a notice of the vacancy for a period of five (5) working days. The notice will specify the nature of the job, the shift, qualifications required and the rate of pay. An employee who wishes to be considered for the position so posted shall signify their desire by making written application to the person designated on the posting within the aforesaid five (5) working day posting period.
- 16.02 In filling any posted vacancy under this Article, the Employer will consider the requirements and efficiency of operations and the skill, ability and qualifications of the individual to perform the normal required work and, where in the opinion of the Employer these are relatively equal, seniority shall govern. If no acceptable applications are received, the Employer reserves the right to hire. The Employer will provide the Chief Shop Steward with a copy of postings and appointments in writing.
- 16.03 The Employer will endeavour to train the successful applicant for job postings within sixty (60) days of them being notified. The Employer will also make every effort to place the successful applicant in the new job as soon as reasonably possible. If the Employer is unable to place the successful applicant in the new position within **sixty (60) his/her being awarded the posted position**, the employee will begin receiving **the rate of the position that he/she has been awarded**.

- 16.04 The vacancy resulting from the placing of the successful applicant in the position so posted will also be posted but any further vacancy may be filled by the Employer without posting. Should the successful applicant for vacancies be unsatisfactory within a trial period of ten (10) working days, the employee shall be returned to their former job and the vacancy may be filled without further posting. Such trial period may be extended by an additional ten (10) days by mutual agreement. In filling such a vacancy without further posting, the Employer will consider the other original applicants for the vacancy.
- 16.05 Any employee who has successfully bid under this Article shall not be entitled to bid on a posted job for six (6) months from the date of their successful bid, except with the Employer's permission.
- 16.06 Any job, which is vacant because of illness, accident, vacation, leave of absence, temporary transfers or temporary promotions, and temporary vacancies, and jobs that become vacant while employees are on layoff shall not be deemed to be vacant for the purpose of this Article.
- 16.07 Seniority for the purpose of this Article shall mean plant wide seniority.

#### **ARTICLE 17 – Leave of Absence**

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- 17.01 The Employer may grant a leave of absence of up to six (6) months without pay for legitimate personal reasons. The Employer may refuse the application for leave of absence if the granting of such leave would interfere with the efficiency of the employee's work area. Special consideration will be given in cases of personal or family emergencies.
- 17.02 Employees may apply for leave of absence without pay for periods of less than five days in any one week by making application to their supervisor in writing no less than two (2) days prior to the desired start date of the leave of absence. The Supervisor may refuse the application if a qualified employee is not available to replace the employee making application for a leave of absence or if the leave would interfere with the efficiency of the employee's work area.
- 17.03 Leave of absence will not be granted for the purpose of allowing employees to work elsewhere, try out new work, or venture into business for themselves.
- 17.04 Any leave of absence granted by the Employer shall be in writing and shall set out the length of the leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.
- 17.05 The Chief Shop Steward will be notified of all leaves granted under this Article.
- 17.06 The Employer, upon receiving three (3) weeks' notice in writing from the Union, will grant leave of absence without pay to not more than three (3) employees at any one time to attend Union conventions, conferences or education. Such leaves inclusively shall not exceed an accumulated amount of twenty (20) days per year unless otherwise mutually agreed and shall be permitted only if the operations of the Employer permit but shall not be unreasonably withheld.

One (1) member shall be allowed up to twelve (12) months off for Union Business. The Union shall give at least eight (8) weeks' notice of such absences and the Employer may refuse the application for the leave if the granting of such a leave would interfere with the efficiency of the employee's work area. Approval will not be unreasonably withheld. The Employer shall pay the member regular time lost at regular rates of pay. The Union shall reimburse the Employer on a monthly basis.

#### **ARTICLE 18 – Bereavement Leave**

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- 18.01 The employer shall pay an employee five (5) days pay at the employee's regular straight time hourly rate for all regular time lost in the event of death of the employee's husband, wife, father, mother, brother, sister or child, and three (3) days for mother-in-law, father-in-law, grandfather and grandmother. In order to qualify the employee must:
- (a) observe the day(s) during the five (5) calendar days immediately following the date of death; and
  - (b) have completed the probationary period; and
  - (c) provide satisfactory proof of death if requested by the Employer.
- 18.02 Employees who are on vacation, layoff, leave of absence, paid holiday, sickness or for any other period during which they would not have worked shall not be eligible to receive bereavement pay.

#### **ARTICLE 19 – Jury and Witness Duty**

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- 19.01 The Employer shall grant leave of absence with pay to an employee at their regular hourly rate, for the normally scheduled number of hours the employee would have otherwise worked for the purposes of serving jury duty, or appearing as a witness after having been served with a subpoena. The employee shall reimburse the Employer the full amount of jury pay or witness fees. In order to qualify the employee must:
- (a) have completed the probationary period; and
  - (b) furnish a certificate of service from an officer of the court if requested by the Employer; and
  - (c) inform their immediate supervisor as soon as possible of selection for service as a juror or witness.

#### **ARTICLE 20 – Bulletin Boards**

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- 20.01 The Union shall have the use of a bulletin board in the Employer's premises for the purpose of posting notices relating to the Union's legitimate business. Such notices must be approved by the Employer prior to their being posted and such approval will not be unreasonably withheld.

## **ARTICLE 21 – Hours of Work and Overtime**

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21.01 The normal work week shall consist of forty (40) hours per week divided into five (5) consecutive eight (8) hour days.

21.02 All hours over eight (8) in a regular working days will be paid at 1.5x and all hours over eleven (11) hours on a regular working day will be paid at 2.0x.

Employees who have completed 40 hours at their regular rate will be paid at the rate of 1.5x for all hours worked in excess of 40 and 2.0x for all hours in excess of 48. Hours paid at the rate of 1.5x or 2.0x on regular work days shall not be included in determining hours in excess of 40 or 48 in a week.

21.03 The parties prefer to have work performed on a Monday to Friday schedule and the Company will maintain such schedule as far as reasonably possible. However, it is understood that the requirements and efficiency of the operation may require the Company to schedule workdays outside of a Monday to Friday schedule. The Company agrees to meet with the Union before scheduling outside of a Monday to Friday schedule.

21.04 Overtime premiums shall not be paid more than once for any hours worked.

21.05 All overtime must be authorized by the Company.

21.06 The Employer will distribute overtime to employees on the following basis:

- (a) Overtime work at the end of a scheduled shift shall first be offered to the employee currently performing that work on the shift.
- (b) Overtime work not at the end of a schedule shift shall be offered by seniority to qualified employees.
- (c) If the Company is unable to enlist a sufficient number of qualified employees to perform the work in accordance with 21.06 (a) and (b) above such overtime shall be assigned to the junior qualified employee.

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

21.08 An employee who reports for work on a scheduled or assigned day, unless notified not to report before leaving home, and for whom no work is available at their scheduled or assigned job shall be offered other work at the applicable rate of pay for the job to which they were scheduled or assigned or at the employer's option will be paid for four (4) hours at their regular straight time hourly rate in lieu of work.

21.09 The Employer shall post a schedule of hours designating starting and quitting times on the bulletin board. The Employer shall endeavour to provide employees with twenty-four (24) hours' notice of a change in their schedule. When that is not possible, the Employer will undertake to notify employees affected by a scheduling change at the earliest possible opportunity.

## ARTICLE 22 – Rest and Lunch Periods

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- 22.01 Employees **working a shift of at least six (6) hours and less than ten (10) hours** shall be allowed a fifteen (15) minute rest period, with pay, as near midway as possible during the first and second half of each shift, as well as one-half (1/2) hour without pay for a meal as near mid-shift as possible.
- 22.02 **Employees working shifts of at least ten (10) hours shall be allowed a fifteen (15) minute rest period with pay as near mid-way as possible during the first half of each such shift; a thirty (30) minute rest period with pay as near mid-way as possible during the second half of each such shift; and one-half (1/2) hour, without pay, for lunch as near mid-shift as possible.**
- 22.03 **Employees working shifts of more than four (4) hours and less than six (6) hours shall be allowed one (1) fifteen (15) minute rest period with pay as near mid-way as possible during the first half of the shift and one-half (1/2) hour without pay for a meal as near mid-shift as possible.**
- 22.04 **Employees working a shift of at least four (4) hours shall be allowed a fifteen (15) minute rest break with pay, as near mid-shift as possible.**
- 22.05 The time of rest and lunch periods will be arranged by the supervisor in charge.

## ARTICLE 23 – Premiums

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- 23.01 A shift premium of **seventy-six (\$0.76) cents** shall be paid for all hours worked on shifts commencing between 8:30 PM and 4:30 AM where the majority of hours worked fall between these hours. Effective **February 11, 2018** this shift premium will be increased by **fourteen cents (\$0.14)** to become **ninety cents (\$0.90)** per hour.
- 23.02 Lead Hands shall be appointed at the **Employer's** discretion. A Lead Hand shall be defined as a bargaining unit member who, in addition to their regular duties, may direct the work force and perform related duties. They shall not have the authority to hire, fire or discipline. A Lead Hand will receive a **one dollar (\$1.00)** per hour.
- 23.03 Employees designated by the **Employer** as **Level I First Aid Attendants** **will** be paid a premium of **twenty-five cents (\$0.25) for all hours worked.**
- Employees designated by the Employer as Level II First Aid Attendants will be paid a premium of one dollar (\$1.00) for all hours worked.**
- 23.04 Employees (who are not receiving the Sanitation rate or Lead Hand premium), when performing the Packaging Machine Operator, Pasta Deck Operator **or Fill Prep** roles will receive a premium of forty cents (\$0.40) per hour for hours worked in those roles.
- 23.05 Overtime premiums, shift premium, lead hand premiums and first aid premiums shall not be pyramided.

- 23.06 The Company reserves the right to increase these premiums at any time during the course of this Agreement in discussion with the Union.
- 23.07 The Company will pay one dollar (\$1.00) per hour premium for all hours worked for employees who hold both a valid Industrial Electrician and Industrial Millwright License.
- The Company will pay one dollar (\$1.00) per hour premium for all hours worked for employees who hold a 5th Class or better Boiler certification.
- The above maintenance premiums will not be incorporated into the employees' base hourly rate.
- 23.08 Notwithstanding Article 23.05, the Company will maintain its current practice during the term of this Agreement of allowing eligible employees to receive any one or combination of First Aid, Lead Hand and Shift premiums. These premiums will not be subject to the multiplier for the purposes of calculating overtime.
- 23.09 The Company will pay forty cents (\$0.40) per hour premium for all hours worked for employees designated to the position of Boiler Chief Engineer.

#### **ARTICLE 24 – Payment for Injured Employees**

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- 24.01 In the event that an employee is injured in the performance of their duties, the employee shall, to the extent that the employee is required to stop work and receive treatment, be paid for wages for the remainder of the shift in which the injury occurs. If it is necessary, the Employer will provide, or arrange for, suitable transportation for the employee to the doctor or hospital and back to the plant and/or to their home as necessary. No employee shall be required to transport an injured employee to medical care.
- 24.02 Where an employee is directed to leave work due to illness, they shall be paid for the full shift if a medical practitioner of the employee's choosing verifies that they are not ill and they return to work for the remainder of the shift.

#### **ARTICLE 25 – Statutory Holidays**

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- 25.01 The following shall be recognized as Statutory Holidays for employees and shall be paid at the employee's regular straight-time hourly rate on the basis of the number of hours the employee would normally have worked on such day:

New Year's Day	Labour Day
Family Day	Thanksgiving
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	

or days celebrated in lieu thereof, regardless of the day on which the holiday falls.

- 25.02 An employee shall be paid for a holiday provided they:

- (a) work their last full scheduled shift before and their first full scheduled shift on the working day which immediately follows such holiday unless the employee is excused by the Employer;
- (b) are part-time employees who have worked at least fifteen (15) of the thirty (30) calendar days immediately preceding the holiday. Time off work due to accident, sickness, statutory holidays or vacation shall be counted as days worked for the purpose of this clause;
- (c) are full-time employees who have worked at least ten (10) days of the thirty (30) calendar days immediately preceding the holiday. Time off work due to accident, sickness, statutory holidays or vacation shall be counted as days worked for the purpose of this clause;
- (d) have worked 60 days of actual work.

25.03 If an employee works on any of the said holidays, the employee shall be paid for all hours worked on the holiday at one and one-half times (1-1/2x) their regular hourly rate of pay in addition to their holiday pay as herein provided for. It is recognized that in view of the nature of the Employer's business, work on statutory holidays may be required by the Employer.

25.04 If any of the above holidays fall or are observed during an employee's vacation, the employee shall be entitled to an extra day's vacation with pay, to be taken at the end of the scheduled vacation, unless otherwise mutually agreed with the employee.

25.05 If any of the above holidays falls on an employee's regularly assigned day of rest, the regular work day before the holiday or the regular work day following the holiday will be observed as the holiday. If, however, it is not possible to observe the above alternate days, another day off with pay shall be granted within 30 days following the Statutory Holiday in question. Such day to be by mutual agreement between the Company and the employee.

## **ARTICLE 26 – Vacation with Pay**

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26.01 Employees shall be entitled to the following vacation entitlement and pay based on their anniversary date of service in each year:

- (a) An employee who has less than one (1) year of service shall be entitled to vacation on the basis of one (1) day for each month of service to a maximum of ten (10) days, with pay based on four (4%) percent of gross earnings in the previous year.
- (b) An employee who has one (1) or more years of continuous service but less than five (5) years of continuous service shall be entitled to two (2) weeks annual vacation, with pay based on four (4%) percent of gross earnings in the previous year.
- (c) An employee who has five (5) or more years of continuous service but less than eleven (11) years of continuous service shall be entitled to three (3) weeks annual vacation, with pay based on six (6%) percent of gross earnings in the previous year.
- (d) An employee who has eleven (11) or more years of continuous service but less than seventeen (17) years of continuous service shall be entitled to four (4) weeks annual vacation, with pay based on eight (8%) percent of gross earnings in the previous year.

(e) An employee who has seventeen (17) or more years of continuous service (effective February 1, 2006) shall be entitled to five (5) weeks annual vacation, with pay based on ten (10%) percent of gross earnings in the previous year.

26.02 The term gross earnings as used herein shall be understood to mean the total earnings realized by an employee from the payment of wage rates for straight time, overtime, vacation pay and general holiday pay but excluding amounts received by an employee from other sources including, but not restricted to, Workers' Compensation and Health and Welfare benefits.

26.03 The Company will post a vacation schedule beginning the first Monday in December, to determine the employee's desired vacation times. The selection of vacation will be completed no later than March 1st in each year.

The selection of vacation periods shall be on the following basis:

- (a) The Company will post a notice and a list defining the employee grouping for vacation scheduling in the first week of December, advising employees that they will be canvassed regarding their vacation choices starting January 2nd. For employees requesting vacation for January, their vacation selections must be submitted to their Supervisors by no later than the first week of December for review.
- (b) On or about January 2nd, employees shall select their vacation periods to be taken in full week blocks, in order of seniority.
- (c) When all employees have had the opportunity to select vacation in (a) above, they shall, in seniority order, have the opportunity to select the remainder of their days up to their full allotment.
- (d) Employees may take vacation days with pay to cover off short work weeks. Vacation days so taken shall be awarded to employees in seniority order.
- (e) Employees must select their choice within two (2) working days of being asked to select, in order not to hold up the decisions of the next most senior employees. However, if an employee comes forward after the expiration of the two (2) days his/her vacation selection must follow the employee(s) who have already selected or who are in the process of selecting.
- (f) The Company will post the vacation schedule confirming the employees' selections by February 1st.

Vacation may be taken at any time subject to the requirement and efficiency of operations.

\*\*\*The Company will attempt to contact employees on an approved absence during the selection process to determine their vacation. If he/she is unreachable during this time, the vacation period must be selection on a first-come, first-serve basis.

26.04 Employees who resign or whose employment is terminated shall be paid vacation pay earned to the date of termination.

26.05 Employees must take the annual vacation to which they are entitled, except when an employee is unable to schedule their vacation due to absence from work as a result of an approved WCB claim, documented illness or an unplanned absence which is approved by management. Those employees carrying over vacation must schedule the vacation upon their return to work in the current vacation year, subject to availability.

26.06 Vacation pay shall be shown as a separate item on the pay stub and taxed accordingly.

## **ARTICLE 27 – Classifications and Wages**

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27.01 Attached to this Agreement shall be schedule of classifications and minimum wages covering all bargaining unit employees.

27.02 The rate of pay for additions to the classifications contained in the attached schedule shall be subject to discussion between the Company and the Union. New rates of pay agreed to shall be effective the date the new classification was implemented.

27.03 If the Company and the Union are unable to agree upon a rate of pay for a new classification in accordance with clause 27.02, the matter shall be subject to the Grievance Procedure.

27.04 An employee transferred to substitute during the temporary absence of another employee shall not suffer a reduction in wage. In the event of a temporary transfer to a higher paying classification, the higher wage shall be effective immediately.

In the case of temporary transfers, the transfer will be offered by seniority to qualified employees. If a senior qualified employee does not accept the transfer, the basis of transfer shall be the junior qualified employee.

27.05 An employee who, as a part of their regular duties, is required to relieve another employee, shall not have their rate of pay adjusted while so relieving.

## **ARTICLE 28 – Pay Period**

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28.01 All employees shall be paid bi-weekly by direct deposit.

28.02 The Company shall provide each employee with an itemized statement of earnings showing regular hours, overtime hours, rate of pay and deductions.

28.03 Any errors in payroll earnings which are fifty (\$50.00) dollars or greater shall be corrected within three (3) working days. Errors in payroll earnings which are less than fifty (\$50.00) dollars will be corrected on their next payroll period.

## **ARTICLE 29 – Work Clothing**

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29.01 The Employer will continue its practice of supplying clean uniforms, hair nets, hearing protection, waterproof coats and pants and other protective equipment it deems necessary for proper sanitation and safety at no cost to the employees.

29.02 **When** the Employer requires the employee to wear protective footwear, it **will** reimburse the employee for the cost of approved footwear to a maximum of **one hundred and fifty dollars (\$150.00) annually upon receipt of proof of purchase.**

**If an employee does not seek reimbursement in one year, in the next year, he may seek reimbursement for the purchase of approved footwear to a maximum of three**

hundred dollars (\$300.00) upon receipt of proof of purchase. But, an employee shall not accumulate credit for such footwear purchase for more than two (2) years.

For employees performing sanitation, kitchen or Sauce Operator duties, the Employer will reimburse an employee a total of two hundred and twenty-five dollars (\$225.00) if it requires the employee to wear both approved protective footwear and approved safety-toed rubber boots. If such an employee does not seek reimbursement in one (1) year, in the next year, he may seek reimbursement for the purchase of approved footwear to a maximum of four hundred and fifty dollars (\$450.00) upon receipt of proof of purchase. But such an employee shall not accumulate credit for such footwear purchases for more than two (2) years.

Upon successful completion of their probationary period, the Employer will provide Packaging employees, Shippers, Grinders and Janitors with jackets at Employer expense as required. The Employer will not require the employees to wear such jackets. The Employer will replace such jackets as required.

**ARTICLE 30 – Employee Benefits**

30.01 The Employer shall pay for eligible full-time employees who have completed three (3) months of continuous service with the company:

(a) 100% of the premium costs of the following benefits (see the Group Benefits booklet for Union employees of Catelli Foods Corporation):

Benefit	Coverage	Applicability
Group Life Insurance	\$25,000	Employee
Accidental Death and Dismemberment	\$25,000	Employee
Extended Health Care	80%	Employee & Family
Vision Care	\$200.00 each two years	Employee & Family
Eye Exam Effective Jan. 1, 2014:	\$100.00 each two years.	
Dental Care	Plan A - 80% Plan B - 50%	Employee & Family
Effective Jan. 1, 2014:	Orthodontic: 50% coverage at a lifetime maximum of \$1,500.00.	Dependant under 21 years of age only
Hearing Aid (excluding batteries):	\$500.00 each four years	Employee & Family

- (b) The Employer will cover 100% of the premium costs of the Provincial Medical Plan, single, couple or family coverage.

### **Salary Continuance**

- (c) **Full-time employees who have completed three (3) months of continuous service with the Company and are unable to work because of illness and/or non-work related injury shall be entitled to leave with pay on the following basis:**
- (i) **except in the event of the circumstances set out in (ii), upon expiration of a two (2) day waiting period in each instance of absence, the employee will receive sixty percent (60%) of his/her straight-time wages for each regularly scheduled day that he/she is absent to an annual maximum of ten (10) working days (“sick leave benefits”) per calendar year; or**
  - (ii) **there is no waiting period if the employee presents the Company with medical documentation that confirms that the employee was absent due to an accident or injury requiring immediate medical attention, surgery or hospitalization.**
- (d) **Salary Continuance has no cash value and does not accumulate beyond the ten (10) working day maximum. Upon commencement of a new calendar year, each eligible employee’s sick leave entitlement shall be ten (10) working days.**

30.02 The Employer’s share of the premium cost referred to in clause 30.01 **(a) and (b)** shall be paid for employees on layoff only to the end of the month in which layoff has commenced.

30.03 The above mentioned benefits **referred to in clauses 30.01 (a) and (b)** shall be administered in accordance with the regulations of the plan documents and insurance policies.

30.04 **Regarding the benefits in clause 30.01 (a)**, the Employer reserves the right to change carriers at any time provided that in the event a carrier is changed, an equivalent level of benefits will be maintained.

### **ARTICLE 31 – Maintenance Tools**

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31.01 Maintenance employees who are required to bring tools to work to be used in the performance of their job function shall be reimbursed for worn or broken tools subject to the following:

- 1) the worn or broken tool is presented to management;
- 2) management gives prior approval for the replacement purchase including amount and;
- 3) the employee submits receipt of purchase.

**ARTICLE 32 – Duration of Agreement**

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32.01 This Agreement shall be from and including **February 1, 2018** to and including **January 31, 2022** and shall continue from year to year thereafter unless either party gives written notice to the other not more than four (4) months or less than ninety (90) days before the expiry of this Agreement or an anniversary of its continuation to commence collective bargaining for the purpose of concluding a renewal or revision of this Agreement.

32.02 Should notice be given pursuant to paragraph 32.01, this Agreement shall continue in full force and effect and the Employer, except with the consent of the Union, may not alter any term or condition of employment until a lawful lockout or strike has been commenced or a renewal or revision of this Agreement has been concluded, whichever occurs first.

32.03 The parties agree that the operation of subsections 50(2) and (3) of the Labour Relations Code of British Columbia is specifically excluded.

In witness whereof the parties hereto have caused these presents to be executed the day and year first written above.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, **2018**.

SIGNED ON BEHALF OF THE COMPANY	SIGNED ON BEHALF OF THE UNION
	
	Ivan Limpricht, President

**LETTER OF UNDERSTANDING #1 – Alternate Work Schedules**

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BETWEEN: United Food and Commercial Workers, Local 1518  
AND: **Catelli Foods Corporation** (Delta, BC)

RE: **ALTERNATE WORK SCHEDULES**

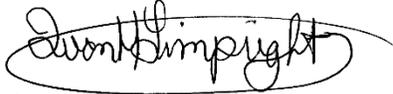
It is agreed that the parties will consider alternate work schedules of days per week and hours per day where such schedules will provide for improved operating efficiencies and reduction of overtime.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

RENEWED THIS 1st DAY OF MAY, 2009.

RENEWED THIS 18th DAY OF JUNE, 2013.

RENEWED THIS 15th DAY OF FEBRUARY, 2018.

SIGNED ON BEHALF OF THE COMPANY	SIGNED ON BEHALF OF THE UNION
	
	Ivan Limpricht, President

**LETTER OF UNDERSTANDING #2 – Shift Preference**

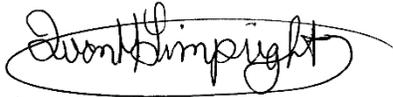
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BETWEEN: United Food and Commercial Workers, Local 1518  
AND: **Catelli Foods Corporation** (Delta, BC)

RE: **SHIFT PREFERENCE**

Employees will be given the opportunity to exercise their seniority to displace junior employees to obtain a preferred shifting arrangement. Such opportunity may only be exercised if the junior person displaced possesses the qualifications to perform the work that the senior employee vacates. This opportunity will first be offered on the first day of August following ratification of the Collective Agreement and each August 1 thereafter during the term of the Agreement.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.  
RENEWED THIS 1<sup>ST</sup> DAY OF MAY, 2009.  
RENEWED THIS 18th DAY OF JUNE, 2013.  
**RENEWED THIS 15th DAY OF FEBRUARY, 2018.**

SIGNED ON BEHALF OF THE COMPANY	SIGNED ON BEHALF OF THE UNION
	
	Ivan Limpricht, President

**LETTER OF UNDERSTANDING #3 – Joint Labour-Management Committee**

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BETWEEN: United Food and Commercial Workers, Local 1518  
AND: **Catelli Foods Corporation** (Delta, BC)

RE: **JOINT LABOUR-MANAGEMENT COMMITTEE**

The Employer and the Union agree to schedule a Joint Labour-Management Meeting every three (3) months, or as required, during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation affecting matters of joint interest. Employees will be paid regular hours while in attendance. Members attending shall be by mutual agreement but will generally include the Operations Manager or designate, and the Chief Shop Steward or designate, at a minimum. Minutes shall be kept and distributed to all Committee members and shall be posted for the information of all employees.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.  
RENEWED THIS 1<sup>ST</sup> DAY OF MAY, 2009.  
RENEWED THIS 18<sup>th</sup> DAY OF JUNE, 2013.  
**RENEWED THIS 15<sup>th</sup> DAY OF FEBRUARY, 2018.**

SIGNED ON BEHALF OF THE COMPANY	SIGNED ON BEHALF OF THE UNION
	
	Ivan Limpricht, President

**LETTER OF UNDERSTANDING #4 – Pension Plan**

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BETWEEN: United Food and Commercial Workers, Local 1518  
AND: **Catelli Foods Corporation (Delta, BC)**

RE: **PENSION PLAN**

The Employer established a defined benefit pension plan (the “Plan”) effective November 25, 2013. The Employer agrees to maintain, for the duration of this Agreement, the Plan currently in effect, or its equivalent.

The Parties agree that subject to the eligibility requirements set out in the Plan, all bargaining unit employees will become and remain members of the Plan, as amended by the Board from time to time. Once the Employer is advised of the amendments, it will advise the Union.

In accordance with Article 8 of the Plan, a Member eligible under the Plan will receive a monthly amount of retirement income.

In accordance with the terms of the Plan, Article 7.01, the monthly amount of retirement income payable to a Member eligible under the Plan at the employee’s Normal Retirement Date shall be an amount equal to \$180.00 multiplied by the number of years of Credited Service (to a maximum of 25 years) at Date of Determination divided by 12.

In any matters of interpretation, the terms and provisions of the plan shall govern and the decision of the Administrator shall be final.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2004.

RENEWED THIS 1<sup>ST</sup> DAY OF MAY, 2009.

RENEWED THIS 18<sup>th</sup> DAY OF JUNE, 2013.

RENEWED THIS 15<sup>th</sup> DAY OF FEBRUARY, 2018.

SIGNED ON BEHALF OF THE COMPANY	SIGNED ON BEHALF OF THE UNION
	
	Ivan Limpricht, President

**LETTER OF UNDERSTANDING #5 – Trouble Shooter**

BETWEEN: United Food and Commercial Workers, Local 1518  
AND: **Catelli Foods Corporation** (Delta, BC)

- a) In the interest of settling a grievance prior to an arbitration hearing, either party may request the assistance of a grievance mediator (trouble shooter) upon providing the other party with three (3) weeks' notice of their intention to refer a grievance and providing both parties mutually agree to the grievance being referred.
- b) 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.
- c) 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 fair opportunity for analysis and reply.
- d) Decisions of the grievance mediator (trouble shooter) shall be in writing but shall be without prejudice, non-precedent setting and shall be publicized.
- e) Legal counsel will not be used by either party.
- f) The parties shall develop procedures **or** guidelines as necessary.
- g) The parties mutually agree to the trouble shooter who will conduct an expedited hearing on the basis set out above.**

This Letter of Understanding will remain in effect for **the duration of this collective agreement**, at which time the Union and the Company shall meet and discuss. This Letter of Understanding may only be renewed / extended by mutual agreement.

Dated this 24th day of April, 2013.  
**RENEWED THIS 15th DAY OF FEBRUARY , 2018.**

SIGNED ON BEHALF OF THE COMPANY	SIGNED ON BEHALF OF THE UNION
	
	Ivan Limpricht, President

**LETTER OF UNDERSTANDING #6 – Regular Work Week**

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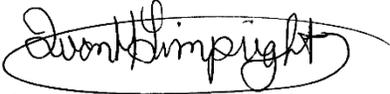
BETWEEN: United Food and Commercial Workers, Local 1518  
AND: **Catelli Foods Corporation** (Delta, BC)

It is agreed that as per Employment Standards, a “week” means a period of seven (7) consecutive days regardless of the pay period used by an employer.

The pay period consists of two (2) weeks. The Union and the Company agree to maintain the past practice that for the purpose of calculating overtime, each work week will start on Monday and end the following Sunday. This means the Sunday of the second work week will fall into the following payroll cycle.

Dated this 24th day of April, 2013.

**RENEWED THIS 15th DAY OF FEBRUARY , 2018.**

SIGNED ON BEHALF OF THE COMPANY	SIGNED ON BEHALF OF THE UNION
	
	Ivan Limpricht, President

**LETTER OF UNDERSTANDING #7 – Doctors’ Notes**

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**BETWEEN: United Food and Commercial Workers, Local 1518**  
**AND: Catelli Foods Corporation (Delta, BC)**

The Employer may require an employee who is absent from work due to illness or injury to verify his or her reason for absence by furnishing a doctor’s note.

The Employer agrees to reimburse employees to a maximum of fifty dollars (\$50.00) for the fee for medical notes/reports required by the Employer to verify illness or fitness to return to work from absence on salary continuance or workers compensation.

Dated this 11th day of February, 2018.

SIGNED ON BEHALF OF THE COMPANY	SIGNED ON BEHALF OF THE UNION
	
	Ivan Limpricht, President

**SCHEDULE "A" – WAGES**

Classification		Date of Ratification Feb. 11, 2018	Feb. 1, 2019	Feb. 1, 2020	Feb. 1, 2021
		\$0.70 /hr	\$0.40 /hr	\$0.40 /hr	\$0.50 /hr
<b>JOURNEYPERSON</b>	Start	\$29.30	\$29.70	\$30.10	\$30.60
	6-17 mth. rate	\$29.30	\$29.70	\$30.10	\$30.60
	18-29 mth. rate	\$29.30	\$29.70	\$30.10	\$30.60
	30-41 mth. rate	\$29.30	\$29.70	\$30.10	\$30.60
	<b>42+ mth. rate</b>	\$30.80	\$31.20	\$31.60	\$32.10
<b>MAINTENANCE JOURNEYPERSON</b>		\$30.80	\$31.20	\$31.60	\$32.10
<b>ASSOCIATE "A"</b> Pasta Deck Cook Pasta Machine Operator Sauce Machine Operator Packaging Machine Operator Shipper/Receiver Raw Material Runner Janitor	Start	\$16.90	\$17.30	\$17.70	\$18.20
	6-17 mth. rate	\$17.40	\$17.80	\$18.20	\$18.70
	18-29 mth. rate	\$17.90	\$18.30	\$18.70	\$19.20
	30-41 mth. rate	\$18.65	\$19.05	\$19.45	\$19.95
	<b>42+ mth. rate</b>	\$20.90	\$21.30	\$21.70	\$22.20
<b>ASSOCIATE "B"</b> Production Helper Sauce Packaging Operator Finished Goods Runner	Start	\$16.40	\$16.80	\$17.20	\$17.70
	6-17 mth. rate	\$16.90	\$17.30	\$17.70	\$18.20
	18-29 mth. rate	\$17.40	\$17.80	\$18.20	\$18.70
	30-41 mth. rate	\$18.15	\$18.55	\$18.95	\$19.45
	<b>42+ mth. rate</b>	\$20.40	\$20.80	\$21.20	\$21.70
<b>ASSOCIATE "C"</b> Packaging	Start	\$16.15	\$16.55	\$16.95	\$17.45
	6-17 mth. rate	\$16.65	\$17.05	\$17.45	\$17.95
	18-29 mth. rate	\$17.15	\$17.55	\$17.95	\$18.45
	30-41 mth. rate	\$17.90	\$18.30	\$18.70	\$19.20
	<b>42+ mth. rate</b>	\$20.15	\$20.55	\$20.95	\$21.45

**Rate of Pay for Employees Performing Sanitation Work**

<b>SANITATION</b>	Start	<b>\$17.50</b>	<b>\$17.90</b>	<b>\$18.30</b>	<b>\$18.80</b>
	6-17 mth. rate	<b>\$18.00</b>	<b>\$18.40</b>	<b>\$18.80</b>	<b>\$19.30</b>
	18-29 mth. rate	<b>\$18.50</b>	<b>\$18.90</b>	<b>\$19.30</b>	<b>\$19.80</b>
	30-41 mth. rate	<b>\$19.25</b>	<b>\$19.65</b>	<b>\$20.05</b>	<b>\$20.55</b>
	42+ mth. rate	<b>\$21.50</b>	<b>\$21.90</b>	<b>\$22.30</b>	<b>\$22.80</b>

**Classification of Sanitation Employees:**

Effective February 11, 2018, the classification of Sanitation Employees is eliminated and the existing Sanitation Employees are re-classified as follows:

Name	Classification	Name	Classification
	Packaging: C		Pasta Machine Operator: A
	Pasta Machine Operator: A		Pasta Machine Operator: A
	Pasta Machine Operator: A		Pasta Machine Operator: A
	Packaging Machine Operator: A		Packaging: C
	Packaging: C		

Each of these employees will continue to receive the current Sanitation rate of pay (for example, \$20.80) until either:

- a) the employee applies for a job vacancy posted by the Employer pursuant to Article 16 and is awarded that posted job. In that event, the successful applicant will commence receiving the rate for the posted position upon appointment to the position; or
- b) the rate for the classification into which the current Sanitation-classified employees is moved as set out above, increases so as to meet or exceed the current Sanitation rate of pay.

**Lump Sum Payment:** The Employer will pay the greater of \$750.00 signing bonus for full-time employees (or \$200 for part-time employees) or retroactive pay to each employee as presented to the Union on January 25, 2018 and to each employee by letter on the week of February 5, 2018, payable on February 16, 2018.

**Wage Increases:**

YEAR 1:	Effective February 11, 2018	\$0.70
YEAR 2:	Effective February 1, 2019	\$0.40
YEAR 3:	Effective February 1, 2020	\$0.40
YEAR 4:	Effective February 1, 2021	\$0.50

**Maintenance rates:** Effective January 26, 2014, Journeymen rates at 42 month rate

\* Journeyman Apprentices to be paid in accordance with the following schedule:

- Fourth-year 90% of the applicable Journeyman rate
- Third-year 80% of the applicable Journeyman rate
- Second-year 70% of the applicable Journeyman rate
- First-year 60% of the applicable Journeyman rate

**ATTACHMENT – Letter Re: Cheese Production Marathon**

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**January 25, 2018**

**Ravi Dhindsa**  
UFCW 1518  
350 Columbia Street  
New Westminster, BC, V3L 1A6

**RE: Production Marathons at the Delta Plant**

Dear **Ravi Dhindsa**,

During the recent round of collective bargaining, we discussed the scheduling of “**Production Marathons**” as an efficient way to run the operation. It is critical that we operate our plants in the most efficient manner in order to manage costs, for the overall long-term health of the business which ultimately leads to greater job security for employees. We have talked about the impact of consumer buying patterns when we have tried to increase prices, and we have talked about the risk to the business by increasing costs when we do not have the sales to pay for those increased costs.

That said, we do understand the possible impact on our employees when “**Production Marathons**” are scheduled, and we will endeavor to manage the needs of the business with the needs of our employees.

To that end, the Company will avoid scheduling a “**Production Marathon**” when it can be reasonably predicted that as a direct result of running the “**Production Marathon**” it causes the cancellation of more than one (1) regularly scheduled shift for a majority of full-time employees (excluding anyone hired after 2013 ratification).

The needs of the business may create occasional exceptions to this, for example in the following circumstances:

- Unforeseen mechanical breakdown after the schedule has been set
- Unforeseen operational down time after the schedule has been set
- A circumstance where this arrangement would result in either us shorting the customer or over-producing product, increasing the risk of unacceptable levels of OCD finished goods.

In these cases, the circumstances will be discussed with the Union.

Yours sincerely

**Pam LeBlanc**  
Plant Manager

# INDEX

## A

Accidental Death and Dismemberment ....	18
Alternate Work Schedules.....	21
Arbitration .....	6

## B

Bereavement Leave.....	11
Boiler Chief Engineer .....	14
Bulletin Boards.....	11

## C

Call in outside Normal Hours.....	12
Classifications and Wages .....	17

## D

Dental Care.....	18
Direct Deposit .....	17
Discharge and Disciplinary Action .....	6
Disciplinary Action.....	7
Disciplinary References in Personnel File ..	7
Doctors' Notes .....	27
Duration of Agreement.....	20

## E

Employee Benefits .....	18
Errors in Payroll Earnings .....	17

## F

First Aid Attendants.....	13
Funeral Leave .....	see Bereavement Leave

## G

Grievance Procedure .....	5
Group Life Insurance.....	18

## H

Hours of Work.....	12
--------------------	----

## J

Job Posting .....	9
Joint Labour-Management Committee .....	23
Jury And Witness Duty.....	11

## L

Layoffs .....	9
Lead Hands .....	13
Leave for Union Business .....	11
Leave of Absence .....	10

Lunch Period.....	13
-------------------	----

## M

Maintenance Tools.....	19
Monthly Inspection of the Plant .....	3

## N

Negotiating Committee.....	4
Negotiating Committee Leave of Absence.	4
No Strikes or Lock-Outs .....	3
Non-Discrimination.....	2
Notice of Suspension .....	7

## O

Occupational Safety and Health Committee .....	3
Overtime .....	12
Overtime Distribution.....	12

## P

Part-Time Employees.....	8
Pay Period .....	17
Payment for Injured Employees .....	14
Pension Plan.....	24
Premiums.....	13
Probationary Period.....	7
Protective Footwear .....	17
Purpose of Agreement .....	1

## R

Regular Work Week .....	25, 26
Rest Period .....	13

## S

Safety and Health.....	3
Safety and Health Committee.....	3
Safety and Health Committee Meetings ....	3
Sanitation Employees.....	29
Schedule of Hours.....	12
Scope and Recognition .....	1
Seniority .....	7
Seniority Lists.....	8
Seniority, Definition .....	7
Settlement of Grievances .....	5
Shift Preference .....	22
Shift Premium.....	13
Shop Stewards.....	4
Single Arbitrator .....	6
Statement of Earnings.....	17

Statutory Holidays..... 14

**T**

Trouble Shooter .....25

**U**

Uniforms .....17

Union Business..... 11

Union Dues .....2

Union Membership.....2

Union Representation .....4

Union Security.....2

Unsafe Conditions..... 3

**V**

Vacation Entitlement .....15

Vacation Schedule .....16

Vacation with Pay.....15

Vision Care .....18

**W**

Wages.....28

Work Clothing.....17