

# **COLLECTIVE AGREEMENT**

**Between**

**Salade Etcetera! Inc. (a division of Vegpro International)**

**And**

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

**November 3, 2020 to November 3, 2025**

**Ratification Date: November 3, 2020**

Ratified by member vote: November 3, 2020



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**MEMORANDUM OF AGREEMENT made this 3 day of November, 2020.**

**BETWEEN:** **SALADE ETCETERA! INC. (A DIVISION OF VEGPRO INTERNATIONAL),** a body corporate carrying on business in **Vernon,** Province of British Columbia

(herein after referred to as the "EMPLOYER")

**AND:** **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518,** Chartered by the United Food and Commercial Workers International Union

(herein after referred to as the "UNION")

**WHEREAS:** The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them;

**NOW THEREFORE:** The Employer and the Union mutually agree as follows:

**SECTION 1 – Bargaining Agency**

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- 1.01 **Purpose of agreement:** The general purpose of this Agreement is to establish and maintain collective bargaining relations and to foster co-operation between the Employer and the Union and the employees covered by this Agreement.
- 1.02 **Bargaining agency:** The Employer recognizes the Union as the sole bargaining agent for all Production Department employees of Salade Etcetera! Inc, 10029 Ricardo Rd, Coldstream BC, with respect to rates of pay, wages and all other conditions of employment set out in this Agreement.

**SECTION 2 – Union Shop**

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- 2.01 **Union security:** Employees of the Production Department must, as a condition of employment, become members of the Union upon successful completion of the probationary period and must, as a condition of employment, maintain membership in the Union.

The Employer agrees to provide the Union in writing with the name and address of each employee in the bargaining unit along with the employee's date of hire. The Employer will require new employees to sign a dues check-off form and Union membership application.

- 2.02 **Deduction of union dues:** The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, Union dues as are authorized by regular and proper vote of the membership of the Union. The Union will supply an appropriate form to the Employer so new employees, at the time of hire, will authorize Union dues deductions.

The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction.

Dues checkoffs are to be submitted on a monthly or four-week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four-week period of each employee for whom the deductions were made. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

**2.03 Management Rights:** Management has the right to manage its business in all respects subject to terms of this Agreement. The Employer shall have the exclusive right to manage the operation and services subject to the provisions of this Agreement, including without limiting the generality of the foregoing, its right to determine:

- a) Employment;
- b) Complement;
- c) Work methods, policy, procedures and standard operating guidelines;
- d) Type and location of equipment;
- e) Facilities and buildings;
- f) Hours of work, scheduling, assignment, classification, and evaluation of employees
- g) Contracting out of services;
- h) Organization;
- i) Promotion, demotion, layoff and discharge of employees;
- j) Maintain order, discipline and efficiency;
- k) Employee training and training program selection.

The Employer has the right to make and alter rules and procedures to be observed by the employees

**2.04 Probation:** The Union and Employer agree that the purposes of a probationary period are:

- a) To assess the potential, capability and general suitability of a new employee for continued employment.
- b) To provide a new employee to demonstrate they are suitable for continued employment.

An employee shall be considered on probation until they have completed 600 hours of work from their last date of hire with the employer.

Probationary employees will not be subject to the seniority provisions of this Agreement, nor shall their name be placed on the seniority list until they have successfully completed the probationary period.

Upon successful completion of the probationary period the employee's name and date of hire shall be placed on the seniority list.

When a probationary employee is dismissed, the Company shall inform the Union and the employee in writing

The probationary period may be extended by mutual agreement between the Employer and the Union. The agreement shall be made by e-mail between the general manager or their designate, and the Union Representative. The extension will not exceed an additional 300 working hours.

The suitability of a probationary employee shall be determined by the Company; however, the Company shall not act in a manner which is arbitrary, discriminatory or in bad faith.

### **SECTION 3 – Jurisdiction**

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**3.01 Union work jurisdiction:** All work shall be performed by employees of the Employer who are members of the union. The primary responsibilities of individuals excluded from the bargaining unit is managerial in nature but it is recognized that they may perform the duties of the bargaining unit employees.

The Union understands that due to urgent short notice business needs, there are times when contract workers may be required. When these situations arise the Employer will notify the Union Representative in advance. It is agreed by the parties that there shall be no impact to existing employees hours of work when contract workers are required. It is further agreed, the contract workers will be exempt from union membership during this time.

### **SECTION 4 – Schedule, Overtime, Statutory Holidays**

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**4.01 Basic Workweek:** For purposes of the Collective Agreement, Sunday is considered the first (1st) day of the basic workweek

The workweek will consist of four (4) ten (10) hour days and/or five (5) eight (8) hour days.

**4.02 Work Shift:** A work shift includes the days of the week and times of a day an employee is scheduled to work at their job.

It is understood and agreed between the parties that the Employer has scheduling flexibility in a week in which a statutory holiday falls.

An employee's work shift may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies and/or act of God, and breakdown of machinery or other instances of force majeure.

In all other cases, and any permanent work shift changes, at least one (1) weeks' notice must be given. The employee has the right to refuse without repercussion if less than one (1) weeks' notice is given.

If an employee who refuses the change alleges that they are being treated differently because of the refusal, the Employer agrees to immediately investigate.

**4.03 Meal periods:** Meal Periods shall be thirty (30) minutes unpaid time.

**4.04 Rest Period:** Employees who work shall have one (1) thirty (30) minute rest period, after the meal period.

Rest periods shall be taken without loss of pay to the employees and is inclusive of the time needed to change into and out of PPE.

**4.05 Overtime and overtime pay:**

- a) The hours in excess of the basic work shift shall be offered by seniority and shall be voluntary.
- b) If sufficient employees are not available, hours of work may be assigned by reverse seniority.
- c) Overtime Pay

All hours worked in excess of the basic work shift or the regular working day scheduled by the Employer, shall be paid at the rate of time and one half (1-1/2) the regular rate. Compensating time off shall not be given in lieu of overtime pay.

All hours worked in excess 12 in a day or on a regularly scheduled day of rest shall be paid at double (2x) the basic rate, with exception of sections 4.02 and 4.07, where these sections will prevail and the regular wage will be paid at one half (1-1/2) the regular rate.

**4.06 Overtime – Rest Period:** If an employee is required to work more than one (1) hour overtime, he or she will be given a 15 minute paid rest period. This break may be waived, by mutual agreement and the employee will be paid at the appropriate overtime rates.

It is understood that all overtime of less than four (4) hours shall be continuous with the end of the shift, with the exception of a meal period where one is given.

**4.07 Statutory Holidays:** The following days shall be considered statutory holidays:

New Year's Day +1	Family Day	Good Friday
Victoria Day	Canada Day	B.C. Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day +1		

and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments.

By the Employer's choice, statutory holidays may be scheduled in the week prior or the week following in which the stat occurs. Further, it is agreed re-scheduled statutory holiday will be scheduled with a day off.

Statutory holidays for those who qualify shall be computed in accordance to Employment Standards Act.

Work on a Statutory Holiday shall be paid at the rate of time and a half (1.5x).

Must have worked his full schedule hours of work on the workday immediately preceding and immediately following the holiday unless excused by the Company, or the employee was absent due to:

- Regularly scheduled vacation; or
- Bereavement leave
- Any approved leave or non-culpable absence.

## **SECTION 5 – Seniority**

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**5.01 Seniority:** Seniority shall mean length of continuous service with the Employer, position specific, in British Columbia.

For clarification, continuous service shall include all Leaves of Absence from work pursuant to the Collective Agreement, e.g. vacations, accident/illness, Leaves of Absence.

The Employer agrees to forward an annual list of all bargaining unit employees' names and addresses to the Union office in addition to seniority lists with hourly rate of pay upon request up to a maximum of twice per year, in January and July.

Seniority once established for an associate shall be forfeited under the following conditions:

- a) Resignation
- b) Retirement
- c) Is discharged for just cause and is not reinstated in accordance with the provisions of this agreement.
- d) Fails to reply by telephone to signify his/her intentions within forty-eight (48) hours after notice of recall from lay-off has been sent by registered mail or courier to the last address that the Company has in its files for the associate.
- e) Is absent from work without permission for more than two (2) scheduled shifts.
- f) Overstays a permitted leave of absence or vacation without securing written extension of such leave of absence or vacation from the Company.

- g) Is laid-off for a period of more than six (6) consecutive months. The seniority of an associate who transfers to a position outside the bargaining unit will be maintained should that associate return to the bargaining unit within one (1) year Contract and Part-time workers are not entitled to seniority rights.

**5.02 Seniority list:** The worksite shall post an updated seniority list two (2) times per year, in January and July.

**5.03 Job postings/promotions/demotions:** Subject to the Employer's needs, permanent and temporary (replacement) vacancies shall be posted.

1. The filling of permanent and temporary vacancies shall be based on seniority, merit, ability, qualifications, and company core values. When merit, ability, qualifications, and company core values are equal, seniority shall prevail.
2. Such vacancies shall be posted for ten (10) working days to give all employees ample time to apply.
3. Employees on leave will have access to all position posted to provide for an equal opportunity.
4. If it is well documented culpability that a person cannot meet the job expectations or is causing loss or damage to product or equipment, they may be removed at any time and returned to their prior position without loss of seniority at their former rate of pay.

**Demotions:**

5. Employees cannot be arbitrarily demoted.
6. The demotion must have merit, including but not limited to evaluation reports and performance reviews.
7. Demoted employees will be placed in their former position without loss of seniority at their former rate of pay.

**5.04 Change of Classification:** Any employee who is a successful applicant for a job vacancy posting and enters a new classification shall be placed at the next highest rate within the classification with full understanding that to achieve future pay increases they only have to achieve 1040 hours of work in their new classification to qualify. In the event the successful applicant is at a rate of pay higher than the top rate in the new classification, he or she will receive the top rate for that classification.

**5.05 Layoff and recall:** Seniority shall govern in cases of layoff and recall, provided the employee has the ability, skills and qualifications to perform the work required. Employees shall be recalled by classification/position as required.

Employees laid off in accordance with the above provisions by the Employer shall be recalled to-work in order of length of service with the Employer, provided:

- (1) No more than 6 months has elapsed since the last day worked by the employee.

- (2) The employee reports for duty within 24 hours from the time of recall.
- (3) The employee has the ability, skills and qualification of performing the work.

When contacted for recall and the employee is not immediately available to commence work, the next employee on the list can be hired temporarily. If the employee does not return to work within one (1) calendar week from date of recall without proper or sufficient reason, the employee will be removed from the seniority list.

Employees shall keep the employer informed of their current address and telephone number.

**5.06 Notice or Pay in Lieu of Notice:** Commencing after six-hundred (600) hours from date of employment, employees when laid-off or terminated by the Employer, unless terminated for cause shall receive notice in writing or pay in lieu of notice as per BC Employment Standards:

Length of Employment	Amount required
Less than three (3) months	No notice and/or pay
Three (3) months to less than one (1) year	One (1) week of notice and/or pay
One (1) year to less than three (3) years	Two (2) weeks of notice and/or pay
Three (3) or more years	Three (3) weeks' notice and/or pay, plus one (1) week of notice/pay for each additional year of employment (to a maximum of eight (8) weeks

**5.07 Severance:** In the event there is a permanent closure or sale or transfer of ownership of the plant or part thereof, causing a full-time employee to lose their employment, the Employer hereby agrees to pay such employee severance pay at their regular rate of pay according to the following schedule:

Length of Employment	Amount required
Less than three (3) months	No notice and/or pay
Three (3) months to less than one (1) year	One (1) week of notice and/or pay
One (1) year to less than three (3) years	Two (2) weeks of notice and/or pay
Three (3) or more years	Three (3) weeks' notice and/or pay, plus one (1) week of notice/pay for each additional year of employment (to a maximum of eight (8) weeks

The sale, lease or transfer of a business does not interrupt an employee's length of employment unless the employee has been properly terminated by the seller employer before the transfer of the business occurs.

## SECTION 6 – Vacation

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### 6.01 Vacations: *The following language applies to all bargaining unit employees:*

The following vacation entitlement schedule for employees;

	Time Off	Vacation Pay*
More than 1 year Less than 3 years continuous service	2 weeks	4%
3 or more years of continuous service	3 weeks	6%
10 or more years of continuous service	4 weeks	8%

\*Percentage (%) of Gross Pay

### 6.02 Vacation Scheduling: *The following language applies to all bargaining unit employees:*

- a) The vacation selection process shall commence on March 1st of each year. Employees shall submit their requests for vacation time off on or before April 15<sup>th</sup> of each year.
- b) Once the vacation schedule is posted (May 1) any additional vacation time off requests, not already booked, shall be granted on a “first come, first serve” basis.
- c) There is a vacation black out period between December 15 and Jan 15 of every year.
- d) Vacation schedules, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer. Company seniority shall apply in preference for vacations within the worksite.
- e) Stat - When a statutory holiday occurs during an employee's vacation an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had the employee been working.
- f) Vacation selection shall remain by classification.

## SECTION 7 – Wages

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### 7.01 Wages: Attached to this Agreement is the Wage Scale and Job Classification, Appendix attached, which shall be an integral part of this Agreement covering all bargaining unit employees.

Following Ratification, the employer will pay a lump sum for all bargaining unit employees who have passed probation; 600 hours. The payment will be a dollar (\$1.00) per hour for all hours worked in the last 12 months.

First Sunday in November 2021 the employer will pay a lump sum of 50 cents (\$0.50) per hour worked for hours worked in the past 12 months for all bargaining unit members employed at ratification

First Sunday in November 2022 the employer will pay a lump sum of 50 cents (\$0.50) per hour for hours worked in the past 12 months for all bargaining unit members employed at ratification

First Sunday in November 2023 the employer will pay a lump sum of 50 cents (\$0.50) per hour for hours worked in the past 12 months for all bargaining unit members employed at ratification

First Sunday in November 2024 the employer will pay a lump sum of 50 cents (\$0.50) per hour for hours worked in the past 12 months for all bargaining unit members employed at ratification

**7.02 First Aid Premium:** Appointed Certified Level 2 First Aid Attendants will receive a premium of 50 cents (\$0.50) in addition to their normal wages for all hours worked.

## **SECTION 8 – Health and Wellness, Harassment**

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**8.01 Benefits:** Benefits are 60% Employer paid for the employee coverage only.

**8.02 Medical Reports:** The following applies to all bargaining unit employees: The Employer agrees to pay the fee for medical reports requested by the Employer.

**8.03 Sick Leave Benefits:**

Two (2) paid days after three (3) months of employment

Three (3) paid days after twelve (12) months of employment

Five (5) paid days after twenty-four (24) months of employment

Sick leave benefits can be used for pre-scheduled medical appointments.

**8.04 RRSP Program:** RRSP contributions (no matching) after one (1) year of employment; to be implemented by the end of 2021

**8.05 No discrimination:** In accordance with their obligation under the Human Rights Code, the Employer and the Union each agree there will be no discrimination against employees by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, faith or disability.

**8.06 Harassment:** The Employer and the Union recognize the rights of employees to work in an environment free from harassment, including sexual harassment, and discrimination, as defined by the BC Human Rights Code.

Where the Employer has received an allegation of harassment or discrimination, it will be investigated by the Employer. If the Union receives an allegation, it shall immediately advise the Employer.

A conclusion of the investigation report will be provided to the Union.

**8.07 Intimidation:** No employee shall be discharged or discriminated against for any lawful Union activity, or for serving on a Union committee outside of business hours, or for reporting to the Union the violation of any provision of this Agreement.

**8.08 Health and Safety Committee:** The Employer agrees to maintain a Health and Safety Committee in the workplace. The committee shall function in accordance with the Worksafe BC Health and Safety Regulations and the Workers Compensation Act.

The committee shall consist of a minimum four (4) members, unless determined otherwise by regulation, or by order of the Board.

The committee will consist of a Worker Co-Chair, a Worker Representative, an Employer Co-Chair, and Employer representative.

Members of the Bargaining Unit shall be elected by Bargaining Unit members, or shall be appointed by the Union to be on the Health and Safety Committee.

The Employer has the duty to ensure the health and safety of all workers, and that safe conditions prevail within the workplace.

**8.09 First Aid certification:** If the Employer requires an employee to become certified to perform first aid, the Employer shall pay:

- a) the first aid course registration fee; and
- b) the employee's regular wages for the time that the employee attends the first aid course.

**8.10 Employee assistance program:** The Company and the Union have a strong interest in encouraging help with personal problems that affect an employee's family life, work life or general well-being. The Employee Assistance Program, or EAP, is a voluntary short-term counselling, advisory and information service for employees and their eligible family members.

The Company and the Union confirm that the Employee Assistance Program is an independent service and all information is kept confidential from the Company and the Union. The EAP provides professional assistance for a wide range of personal issues including but not limited to the following:

Couple and marital relationship • Family matters • Work related and career issues • Stress and anxiety • Depression • Aging family members • Childcare concerns • Financial and legal concerns • Substance Use • Bereavement • Trauma/critical incident

## **SECTION 9 – Leaves**

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### **9.01 Pregnancy Leave :**

- i. A pregnant employee who requests leave under this subsection is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins
  - a) no earlier than 13 weeks before the expected birth date, and
  - b) no later than the actual birth date

and ends no later than 17 weeks after the leave begins.

- ii. An employee who requests leave under this subsection after giving birth to a child is entitled to up to 17 consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than 17 weeks after that date.
- iii. An employee who requests leave under this subsection after the termination of the employee's pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.
- iv. An employee who requests leave under this subsection is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee leave ends under subsection (9.01), (9.01i) or (9.01ii).
- v. A request for leave must
  - a) be given in writing to the employer,
  - b) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (9.01iii).
- vi. If an employee on leave under subsection (9.01) or (9.01i) proposes to return to work earlier than six (6) weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

## **9.02 Parental Leave :**

- i. An employee who requests leave under paragraph (a), (b) or (c) of this subsection is entitled to,
  - a) for a parent who takes leave under 9.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 61 consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the leave taken under 9.01,
  - b) for a parent, other than an adopting parent, who does not take leave under 9.01 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the birth of the child or children, and

- c) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.
- ii. If the child has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection i..
- iii. A request for leave must
  - a) be given in writing to the employer,
  - b) if the request is for leave under subsection 9.01 (a) or (b), be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
  - c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.
- iv. An employee's combined entitlement to leave under 9.01 and this section is limited to 78 weeks plus any additional leave the employee is entitled to under 9.01 iii or subsection ii of this section.

**9.03 Reservists' leave :**

- i. In this section: "Canadian Forces" has the same meaning as in section 14 of the National Defence Act (Canada); "reservist" means a member of the reserve force, as defined in section 2 (1) of the National Defence Act (Canada).
- ii. Subject to the regulations, an employee who is a reservist and who requests leave under this section is entitled to unpaid leave, for the period described in subsection iii, if
  - a) the employee is deployed to a Canadian Forces operation outside Canada or is engaged, either inside or outside Canada, in a pre-deployment or post-deployment activity required by the Canadian Forces in connection with such an operation,
  - b) the employee is deployed to a Canadian Forces operation inside Canada that is or will be providing assistance in dealing with an emergency or with its aftermath, or
  - c) the prescribed circumstances apply.
- iii. An employee who is a reservist is entitled to take leave under this section for the prescribed period or, if no period is prescribed, for as long as subsection (2) (a), (b) or (c) applies to the employee.

- iv. Subject to subsection v, a request for leave must
  - a) be in writing,
  - b) be given to the employer,
    - I. unless subparagraph (ii) or (iii) applies, at least 4 weeks before the employee proposes to begin leave,
    - II. in the case of leave under subsection (2) (a) or (b), if the employee receives notice of the deployment less than 4 weeks before it will begin, as soon as practicable after the employee receives the notice, or
    - III. in the case of leave under subsection (2) (c), within the prescribed period, and
    - IV. include the date the employee proposes to begin leave and the date the employee proposes to return to work.
  
- v. If circumstances require leave to be taken beyond the date specified in the request under subsection (4) (c), the employee must
  - a) notify the employer of the need for the extended leave and of the date the employee now proposes to return to work, and
  - b) provide the notice referred to in paragraph (a),
    - I. unless subparagraph ii. or iii. applies, at least 4 weeks before the date the employee had proposed, in the request under subsection (4), to return to work,
    - II. in the case of leave under subsection ii. (a) or (b), if the employee receives notice of the extended deployment less than 4 weeks before the date referred to in subparagraph i, as soon as practicable after the employee receives the notice, or
    - III. in the case of a leave under subsection ii. (c), within the prescribed period.
  
- vi. If an employee who is a reservist proposes to return to work earlier than specified in the request submitted under subsection iv. or the notice provided under subsection v, if applicable, the employee must notify the employer of this proposal at least one week before the date the employee proposes to return to work.
  
- vii. An employer may require an employee who takes leave under this section to provide further information respecting the leave.
  
- viii. If an employer requires an employee to provide further information under subsection vii, the employee must

- a) provide the prescribed information in accordance with the regulations, or
- b) if no information is prescribed, provide information reasonable in the circumstances to explain why subsection ii. (a), (b) or (c) applies to the employee and provide it within a reasonable time after the employee learns of the requirement under subsection vii.

#### **9.04 Bereavement Leave**

- i. In the event of death of a brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, or any relative living in the household of the employee, the Employer will grant up to three (3) paid days compassionate Leave of Absence. This leave will be granted to attend the funeral and such time off must be taken at the time of bereavement or the time of service.
- ii. In the event of death of spouse, father, mother, or child, the employee shall be entitled to five (5) days leave of absence with pay (representing 1 weeks' pay) at the time of bereavement.
- iii. In the event of death of a brother-in-law or sister-in-law the employee shall be entitled to one (1) day leave of absence with pay at the time of bereavement.
- iv. In the event of death of a spouse, father, mother, child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild, brother-in-law or sister-in-law or any relative living in the household of the employee Part-time employees are entitled to one (1) day leave of absence with pay at the time of bereavement.

### **SECTION 10 – Grievance**

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**10.01 Grievance procedure:** The Company and Union agree that it is most desirable to resolve misunderstandings and disputes through discussions between the employee and their supervisor and/or Plant Manager.

A “Grievance” shall mean any difference or dispute concerning the interpretation, application, administration or violation of the Agreement and shall be administered as set out in Section 10:

Both the Company and the Union shall encourage employees to discuss their complaints with their supervisors so as to resolve differences quickly and directly without necessarily having to resort to any formal process, as this will benefit all concerned. If this fails to resolve the difference, the formal grievance process will begin at “Step 1”.

**Step 1** - The grievance shall be reduced to writing and the aggrieved party shall make an appointment with his supervisor and the supervisor’s direct manager to present and discuss the grievance in the presence of the Chief Steward or their designate within 14 business days of the grievance occurring. After such discussion as is necessary, the supervisor or the direct manager shall within seven (7) business days give his decision in writing to the griever and the Chief Steward.

**Step 2** - If the grievance is not resolved within seven (7) business days from the date of the written decision of the manager in Step 1, it shall be referred to the Union's Business Representative and Human Resources or their designate. The parties shall meet within thirty (30) days of receipt of the written decision of the manager as referenced in Step 1 to resolve the grievance. Human Resources will render their decision in writing within 7 business days of the meeting.

**Step 3** - If the grievance is not resolved the Union may submit the grievance to Arbitration within 30 business days of the written decision of Human Resources as referenced in Step 2.

Time limitations may be extended by mutual agreement in writing between the parties.

When the settlement is reached at any stage of these proceedings, between the Company and the Union such decision shall be final and binding.

**10.02 Board of arbitration:** The Board of Arbitration shall be composed of a mutually agreeable single arbitrator.

Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue.

In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions.

The findings and decision of the Arbitrator shall be binding and enforceable on the parties.

## **SECTION 11 – Miscellaneous**

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**11.01 Bulletin Boards:** Bulletin boards will be supplied by the Union and will be placed in locker room as mutually agreed. It is understood that these bulletin boards are the property of the Union and shall be for their exclusive use.

**11.02 Shoe/Boot allowance:** Upon hire, the Employer will provide fulltime employees with the CSA approved boots required by Worksafe BC. Employees who have been employed for 12 months and choose to purchase footwear will be provided a boot voucher for a supplier chosen by the Employer to a maximum of \$150 every two (2) years.

**11.03 Prescription Safety Eyewear allowance:** Prescription Safety Eyewear voucher for fulltime Employees who have been employed for 12 months and choose to purchase prescription safety eyewear (Worksafe BC approved) will be provided a voucher for a supplier of the Employer's choice to a maximum of \$150 every two (2) years

## **SECTION 12 – Union Related Business**

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**12.01 Union Leave:** Subject to the needs of the business, the Employer agrees that employees chosen to attend Union conventions, conferences, seminars, or Union negotiations

- A minimum of one (1) employee will be granted Union leave. Should the Union request more than one (1) employee attend Union business, the Union Representative and the Employer will discuss the potential for the additional employee(s) to attend. The employer will not unreasonably deny the request.
- The Union shall notify the Employer at least two (2) weeks in advance of the commencement of all such leaves of absence except for Team/Line leads which will require a minimum of one (1) months' notice
- Upon at least three (3) weeks' notice and subject to the needs of the business, the Employer shall grant a leave of absence, for purposes of Union business, to one (1) employees on the following basis:
- Up to six (6) months' leave of absence. Any further time would be subject to mutual agreement.

The Employer will grant the employee seniority during the leave.

The Employer will bill the Union and the Union will reimburse the Employer for wages and benefits paid to an employee during a leave of absence.

**12.02 Union Representative visits:** Duly authorized full-time Representatives of the Union shall be entitled to visit the worksite for the purpose of observing working conditions, interviewing members, and to ensure that the terms of the Collective Agreement are being implemented. The Union Representative will provide a minimum 48 hours' notice prior to the visit and approval by the Plant Manager and/or Human Resources will not be unreasonably denied. Work must not be disrupted.

Union Representatives shall be permitted to check employee time records including work schedules and, in the event of any discrepancies, they shall be presented under Section 10 of this Agreement. It is understood the Union Representative may attempt to resolve problems with Management prior to implementation of Section 10.

**12.03 Shop Stewards:** It is recognized that Shop Stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or elections.

The Employer agrees to recognize Shop Stewards for the purpose of overseeing the terms of the collective agreement being implemented and for the purpose of presenting complaints and grievances to the designated manager. They must continue to perform their normal job duties as to not disrupt the daily production schedule.

The Employer agrees to recognize one (1) Chief Shop Steward and two (2) Shop Stewards in the workplace. The Union may also appoint or elect two (2) alternates.

The Employer and the Union agree that Shop Stewards play a useful role in Employer-Employee relations.

When a Shop Steward is investigating a grievance or complaint on Employer time, the Steward must first obtain permission from their immediate supervisor. Such permission will not be unreasonably denied.

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice shall be present when a member of the Bargaining Unit:

- Is given a reprimand which is to be entered on the employee's personnel file.
- Is suspended or discharged.

**12.04 Discipline interviews:** Where an employee attends an interview with management for the purpose of receiving a formal discipline report or for a security interview, the employee shall have the right to have a Shop Steward present.

If during any other private corrective interview with management it is determined that there will be a discipline report on the employee's record, the interview shall be temporarily suspended so that the employee may call in a Shop Steward.

**12.05 Personnel files:** Subject to giving the Employer advance notice of at least three (3) days, employees shall have access to their personnel file with Human Resources.

Discipline will be removed from the employees personnel file should there be no further discipline for a period of 18 months.

**12.06 Joint Labour Management Meeting (JLM) :** It is agreed that Joint Labour Management meetings will be held on a regular basis, at least once per quarter, involving an equal number of management and employee representatives to a maximum of five (5) people. The purpose of these meetings is to promote a harmonious relationship between management and employees, and the expectation is for a good faith discussion related to issues in the workplace.

## **SECTION 13 – Expiration and Renewal**

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**13.01 Duration:** The provisions of this agreement shall be binding and remain in full force and effect to midnight on the 60 month Anniversary of Ratification (AOR) and thereafter in accordance with this Section.

**13.02 Notice to Bargain:** This agreement may be opened for collective bargaining by a duly authorized representative of the Employer or the Union giving written notice to the other party on or after four (4) months prior to AOR. Where no notice is given by either party prior to AOR, both parties shall be deemed to have given notice under this Section on the date of one (1) month after AOR, and thereupon Section (c) applies.

**13.03 Commencement of Bargaining:** Where a party to this agreement has given notice under Section (b), the parties shall, within ten (10) calendar days after the notice was given, commence collective bargaining.

**13.04 Change in Agreement:** This agreement may be changed at any time during the life of this agreement by written mutual agreement of the parties.

**13.05 Agreement to Continue in Force:** The terms of this Agreement shall remain in force until a new collective agreement is reached notwithstanding the parties rights to effect a legal strike or lockout under the Labour Relations Code.

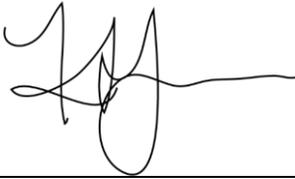
**13.06 Effective Date of Agreement:** The provisions of this agreement shall come into force and effect on the date of ratification of this agreement.

**13.07 No strikes or lockouts:** During the term of this Agreement, neither the Union, nor any of its officers or officials, nor any employee shall take part in, or call, or encourage any strike picketing, sit-down, slowdown or stoppage of work either complete or partial, and the Employer agrees that there shall be no lockout.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020 .

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

**FOR THE EMPLOYER  
SALADE ETCETERA! INC  
(DIVISION OF VEGPRO)**



\_\_\_\_\_  
Kim Novak, President

\_\_\_\_\_

**APPENDIX “A” – Wage Scale**

**APPENDIX “A”  
(Wage Scale)**

**Year 1 and 2**

Level	Job Title	Entry Level	1040 hrs	2080 hrs - Max	
1	Production Labourer	\$15.36	\$16.03	\$16.70	
		Entry Level	1040 hrs	2080 hrs	4160 hrs Max
2	Smock Room Sanitation Worker	\$15.51	\$16.43	\$17.34	\$18.25
3	Apple Processing Operator	\$17.93	\$18.98	\$20.04	\$21.09
	Packaging Machine Operator				
	Washline Operator				
	Material Handler				
4	Sanitation Team Lead	\$23.31	\$24.68	\$26.05	\$27.42
	Packaging Line Lead				
	Washline Lead				

**Year 3 – 1.5% increase**

Level	Job Title	Entry Level	1040 hrs	2080 hrs - Max	
1	Production Labourer	\$15.59	\$16.27	\$16.95	
		Entry Level	1040 hrs	2080 hrs	4160 hrs Max
2	Smock Room Sanitation Worker	\$15.75	\$16.67	\$17.60	\$18.52
3	Apple Processing Operator	\$18.20	\$19.27	\$20.34	\$21.41
	Packaging Machine Operator				
	Washline Operator				
	Material Handler				
4	Sanitation Team Lead	\$23.66	\$25.05	\$26.44	\$27.83
	Packaging Line Lead				
	Washline Lead				

**Year 4 – 2.0% Increase**

Level	Job Title	Entry Level	1040 hrs	2080 hrs - Max	
1	Production Labourer	\$15.83	\$16.52	\$17.20	
		Entry Level	1040 hrs	2080 hrs	4160 hrs Max
2	Smock Room Sanitation Worker	\$15.98	\$16.92	\$17.86	\$18.80
3	Apple Processing Operator	\$18.47	\$19.55	\$20.64	\$21.73
	Packaging Machine Operator				
	Washline Operator				
	Material Handler				
4	Sanitation Team Lead	\$24.01	\$25.42	\$26.84	\$28.25
	Packaging Line Lead				
	Washline Lead				

**Year 5 – 2.0% Increase**

Level	Job Title	Entry Level	1040 hrs	2080 hrs - Max	
1	Production Labourer	\$16.14	\$16.85	\$17.55	
		Entry Level	1040 hrs	2080 hrs	4160 hrs Max
2	Smock Room Sanitation Worker	\$16.30	\$17.26	\$18.22	\$19.18
3	Apple Processing Operator	\$18.84	\$19.95	\$21.05	\$22.16
	Packaging Machine Operator				
	Washline Operator				
	Material Handler				
4	Sanitation Team Lead	\$24.49	\$25.93	\$27.37	\$28.81
	Packaging Line Lead				
	Washline Lead				

\*\*Please note: Any employees who are over the rate on the new scale will be red-circled.

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