

COLLECTIVE AGREEMENT

Between

Rosstown Natural Foods Ltd.

And

United Food and Commercial Workers, Local 1518

January 25, 2021 to January 24, 2026

Ratified by member vote: May 13, 2021



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ARTICLE 1 – Preamble

The purpose of this agreement is to set out the terms and conditions of employment including hours of work, rate of pay, benefits, and an amicable method of settling disputes, which may arise from time.

The Employer and the Union recognize that a relationship of goodwill, respect, co-operation, and dignity is essential between the Employer, the Employees and the Union.

ARTICLE 2 – Management Rights

- 2.1 The Union recognizes that the management of the Employer and direction of its workforce are fixed exclusively in the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Employer to determine:
- (a) Employment;
 - (b) Complement;
 - (c) Work methods and procedures;
 - (d) Kinds and locations of equipment
 - (e) Facilities and buildings;
 - (f) Hours of work, scheduling, assignment, training, level, and evaluation of employees;
 - (g) Organization;
 - (h) Promotion, demotion, layoff and discharge or discipline of employees for just cause.
- 2.2 The Employer will not exercise the foregoing rights in a manner that is inconsistent with the express terms of this Collective Agreement.
- 2.3 The Union also acknowledges that managers or other excluded personnel may perform bargaining unit work, as needed. This right shall not be used to erode the bargaining unit.

ARTICLE 3 – Union Recognition and Membership

- 3.1 The Employer recognizes the United Food and Commercial Workers International Union Local 1518 as the exclusive bargaining agent for all bargaining unit employees.
- 3.2 Bargaining unit employees, as a condition of employment must remain members of the union for the duration of their employment or until they obtain positions within the Company, outside the bargaining unit.

- 3.3 The Company agrees to deduct from the wages of each employee upon proper authorization from the employee affected, such initiation fees and Union dues as are authorized by regular and proper vote of the membership of the Union. The Company agrees to honour a written assignment for initiation fees and Union dues on behalf of any employee who is or becomes a member of the Union. Union dues will be deducted and remitted to the Union starting on the new employee's date of hire.
- 3.4 Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union on or about the fifteenth (15th) day of the month following for which dues are deducted and accompanied by a written statement of the names for whom the deductions were made and the amount of each deduction, along with a list of names of the employees for whom no deduction was made and the reasons therefore. In addition to the Secretary-Treasurer, the Chief Shop Steward shall also be furnished with this list. The amount of Union dues paid by an employee during a taxation year shall be shown on the employee's statement of remuneration paid form, T4, supplementary, or such other similar form furnished by the Federal Income Tax Authorities.

ARTICLE 4 – Non-Discrimination

- 4.1 It shall be the policy of the Company and the Union to uphold the prohibited grounds for discrimination as set out in the Human Rights Code of British Columbia. Furthermore, the Company and the Union recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the workplace.

ARTICLE 5 – Seniority

- 5.1 Seniority shall be defined as the length of time of an employee's service within the bargaining unit, calculated as the elapsed time from the day he/she was first employed, unless his seniority is broken.
- 5.2 New employees shall be on probation and shall not acquire any seniority rights until they have completed **sixty (60) working days**. The Employer, with notice to the Union and the affected employee, shall have the right to extend the probationary period for one (1) further month where the Employer remains unsure of the employee's suitability for regular employment, provided reasons are given to the employee and the Union for the extension.
- 5.3 During the probationary period, an employee may be dismissed if found to be unsuitable, and such employee may be discharged at any time during probation period without notice. 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.
- 5.4 Upon satisfactory completion of the probationary period. The employee's seniority shall be calculated from the original day of employment.

- 5.5 Seniority lists shall be revised and brought up-to-date every **three (3)** months. **A copy will be supplied to the Union office, and will include addresses, phone numbers and emails, to the extent the Employer has this information.**
- 5.6 Seniority is the ranking of employees in accordance with their most recent date of hire and is applied on a departmental basis. The departments shall be:
- (a) Live End
 - (b) Evisceration
 - (c) Cut & Pack
 - (d) Shipping
 - (e) Maintenance
 - (f) Sanitation
 - (g) Quality Control
 - (h) Drivers
- 5.7 Seniority rights shall cease and an employee shall be deemed terminated if he/she/she:
- (a) voluntarily terminates his/her employment;
 - (b) is discharged and such discharge is not reversed through the Grievance Procedure;
 - (c) is laid off for a continuous period of more than six (6) months, or where the employee has more than two (2) years' service, laid off for a continuous period of more than **twelve (12)** months; or
 - (d) is absent without leave for three (3) consecutive days without satisfactory reason or without notifying the Employer of the absence in advance , and the satisfactory reason for it.
 - (e) is absent for twenty-four (24) months due to sickness or injury, and is unlikely to return in the foreseeable future.**

ARTICLE 6 – Grievance Procedure

- 6.1 It is agreed that the purpose of the grievance procedure will be to settle all grievances promptly, and that consultation at any step on the following procedure will take place respectfully and speedily so that friction or animosity will be reduced to a minimum. Any grievance not filed or advanced within the time limits set out below will be deemed to be abandoned, unless both parties mutually agree to extend the time limits, in writing.

- 6.2 (a) Shop Stewards, the number to be decided by the Union, shall be elected or appointed by the Union in a manner determined by them and the Company shall be kept informed of the Shop Stewards.
- (b) Grievances will be investigated or processed in a manner that does not interfere with production. Any grievance must be brought to the Company's attention within ten (10) working days of the alleged breach of the Collective Agreement, or where the grievor was reasonably unaware of the alleged breach, within ten (10) working days of the grievor becoming aware of the alleged breach.
- (c) If a Steward or Chief Steward has to leave their job or department in connection with a grievance they shall first secure permission from the supervisor before leaving the job or department. Permission will be granted where the time requested is reasonable, and does not interfere with production.
- 6.3 (a) The following procedure shall be applicable progressively to the resolution of disputes or grievances:

First Step:

Any grievance will first be discussed verbally between the Union Steward or Chief Steward, and the Plant Manager. A verbal decision must be rendered within four (4) working days, unless mutually agreed otherwise between the Company and the Shop Steward. Failing settlement at this step, the matter shall then proceed to the Second Step.

Second Step:

A meeting will be called within ten (10) working days, unless agreed otherwise. An outside representative of the Union will attend the meeting. A written decision will be rendered within five (5) working days unless mutually agreed otherwise between the Company and the Union. All grievances and decisions at this stage are to be in writing.

Should either party intend to proceed to arbitration they must advise the other party in writing within twenty (20) working days from the date the decision was rendered under Step 2 of the grievance procedure. Both parties will then proceed as outlined in Article 7 – Arbitration

- (b) Saturdays, Sundays and Statutory Holidays shall not be considered as "working days" wherever this phrase occurs in this Agreement.
- (c) Notwithstanding the provisions of Article 6.3 (a) above, the aggrieved employee shall be present, if required by either party.
- 6.4 When the Company deems it necessary to discipline an employee they shall have a Union Steward present for any formal disciplinary meeting. If no Union Steward is on shift, the employee may elect to have a witness present.
- 6.5 A grievance alleging termination without cause shall be filed at the second step.

- 6.6 The Company will give the Chief Shop Steward or his designee a copy of any letter of suspension or discharge of any employee within one (1) business day of such action being taken.
- 6.7 When settlement is reached at any stage of these proceedings, between the Company and the Union, such decision shall be final and binding for that particular matter.

ARTICLE 7 – Arbitration

- 7.1 Upon receipt of written notice, from either party, that it wishes to have a grievance proceed to arbitration, the following procedure shall apply:
- (a) The parties shall exchange names of arbitrators within ten (10) working days of the matter being referred to arbitration; and
 - (b) If the parties are unable to agree upon a choice of a sole arbitrator, the parties will request the Minister of Labour to appoint a sole arbitrator.
- 7.2 Each party shall pay one-half of the fees and expenses of the sole arbitrator.
- 7.3 The arbitrator shall not have the power to alter, amend, modify, change, or make any decision inconsistent with the provisions of this Agreement.

ARTICLE 8 – Hours of Work and Overtime

- 8.1 (a) It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, number of days per week, nor as a guarantee of work schedules.
- (b) Where a departments regular work schedule is changed, the Company will endeavour to provide a minimum of twenty four (24) hours' notice.
- 8.2 (a) Unless on a flexible work schedule, overtime will be paid at a rate of 1.5 times the employee's regular rate for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a week.
- (b) Unless on a flexible work schedule, work performed on a Saturday will be paid at a rate of 1.5 times the employees regular rate, provided the employee has worked forty (40) hours or more during the regular work week.
- (c) Effective January 1, 2022, those not on a flexible work schedule will be entitled to doubletime for all hours worked in excess of eleven (11) hours in a day.**
- 8.3 (a) When it is necessary to work overtime in a department, the Company will first canvass senior qualified employees working in the department, to perform the required overtime work. If there are not enough qualified volunteers in the department, the Company may require, in reverse order of seniority, junior qualified employees in the department to work the required overtime.

(b) When the Company anticipates that if overtime of one hour or more beyond the regular schedule will be required, the Company will provide a paid fifteen (15) minute rest period before or during the overtime work.

(c) When the Company anticipates that overtime of three (3) hours or more will be required, the Company will provide a paid thirty (30) minute lunch break about one hour into the overtime, in lieu of the one (1) fifteen paid rest period in (b) above.

8.4 (a) The Union agrees the Company may schedule flexible work weeks in the shipping, driving and maintenance departments of four (4) consecutive ten (10) hour days on a voluntary basis.

Before instituting a flexible schedule work week, the Company will provide the Union and employee's with at least four (4) weeks' notice, and will meet with the Union to discuss the reasons for the change in work schedule.

(b) On a flexible schedule of four (4) ten (10) hour days, overtime will be paid at 1.5 times the regular rate for work in excess of ten (10) hours in a day, or forty (40) hours in a week. Double time will be paid for hours worked in excess of twelve (12) hours in a day.

8.5 An employee's overtime rate will be calculated based on the applicable base rate. There will be no compounding of any premiums.

8.6 Any employee who reports for work as required and who by reason of some breakdown in the plant is dismissed for the day, shall receive payment for the number of hours worked, or **four (4) hours' pay**, whichever is the greater.

8.7 Any hourly rated employee, who after leaving the Company's premises, is called in at any time outside his normal working hours shall be through when the job is over but shall nevertheless be paid a minimum of two (2) hours at the regular rate or for hours he/she actually worked at the applicable overtime rate, whichever is the greater.

8.8 (a) **Break and rest periods will be provided to those working as follows:**

- **for regular shifts of less than five (5) hours, employees will receive one (1) paid 15 minute rest period**
- **for regular shifts of five (5) or more hours but less than seven (7) hours, employees will receive one (1) paid fifteen (15) minute rest period and one (1) unpaid thirty (30) minute lunch break**
- **for regular shifts of seven (7) hours or more, employees will receive one (1) unpaid thirty (30) minute lunch break and two paid fifteen (15) minute rest periods**
- **the paid fifteen (15) minute rest break will be scheduled between one and one half (1.5) and two and one half (2.5) hours after the after the**

commencement of both the half shifts, unless the Company is unable to do so due to unforeseen circumstances

(b) Unless unable to do so due to unforeseen circumstances, the Company will ensure that no employee works more than five (5) hours before receiving their lunch break.

8.9 All employees shall be entitled to eight (8) hours of rest between shifts.

ARTICLE 9 – Job Posting

- 9.1 (a) The Company will post permanent vacancies for Level 2 and higher production positions within the plant, and for any positions within the Shipping and Quality Control Departments. The Company will not be required to post vacancies in the Maintenance Department.
- (b) A permanent vacancy is one that is expected to last **fifty (50) working** days or more. Temporary vacancies may be filled without a posting.
- 9.2 (a) The filling of permanent vacancies shall be based on seniority, merit, ability and qualifications. Ability, merit and qualification being about equal, seniority shall prevail.
- (b) Such vacancies shall be posted for five (5) working days to give employees with seniority ample time to apply. In the case that no application is received for any posting, the vacancy shall be filled by appointment, and the appointee automatically given posted status.
- (c) Only the original vacancy will be posted, the subsequent vacancy being filled by appointment, with the appointee automatically given posted status.

ARTICLE 10 – Layoff and Recall

- 10.1 When the Employer deems it necessary to reduce the work force, the Employer shall inform the Union of the need for layoffs. When a reduction in the workforce is required, the order of layoff shall be determined by seniority within the effected department, provided the remaining employee(s) have the skill, ability and qualifications to perform the remaining work.
- 10.2 Employees will be recalled in order of their departmental seniority, subject to their having the skill, ability and qualifications to perform the work required, without training.
- 10.3 Any employee laid off and recalled must return within five (5) workdays after being **notified by either a telephone conversation or a text message that receipt is acknowledged Where the Employer cannot reach the employee directly, the five (5) workdays will run from when notice has been delivered to their address on file.**

ARTICLE 11 – Adjustment Plan

- 11.1 If the Employer introduces or intends to introduce a measure, practice or change that affects the term, conditions or security of employment of a significant number of regular employees to whom the Collective Agreement applies:
- (a) The Employer will provide the Union with at least 60 days' notice before the date on which the measure, policy, practice, or change is to be affected; and
 - (b) After notice is provided, if requested by the Union, meet in good faith pursuant to Section 54 of the *Labour Relations Code*.

ARTICLE 12 – Vacations

- 12.1 Employees will earn annual vacation entitlement, with pay calculated as a percentage of their gross earnings as follows:
- (a) After one (1) year of service – ten (10) working days' vacation, with pay at four percent (4%) of gross earnings.
 - (b) After five (5) years of service – fifteen (15) working days' vacation, with pay at six percent (6%) of gross earnings.
 - (c) After ten (10) years of service – twenty (20) working days' vacation, with pay at eight percent (8%) of gross earnings.
- 12.2 Vacation pay shall be paid **as part of the regular payroll run when vacation is taken, or upon termination of employment.**
- 12.3 Employees must take their annual vacation entitlement, and vacation pay will only be paid out as per Article 12.2 above.
- 12.4 **(a) A booking will be prepared to allow employees to schedule their vacations by department and classification seniority, and for employees' selections to be approved in a timely manner to finalize the vacation schedule.**
- (i) The scheduling process will commence on the first Monday in November and be completed by December 31, to determine the vacation schedule for the following calendar year.**
 - (ii) Employees will be assigned into three (3) sections within the booking schedule, in order of seniority within each department. The number of employees assigned to each section will be determined by dividing the number of employees within the department by three (3).**
 - (iii) Employees assigned to the first section will have two (2) weeks to indicate their vacation date preferences. Employees in the second section will then have the next two (2) week period to indicate their vacation date preferences, then the third section will have the next two (2) weeks to do the same.**

a. Any employee who fails to provide their vacation date preferences within their section's two (2) week period will be bumped to the next section and the priority of their vacation request will be affected accordingly. Employees in the third section who fail to provide their preferences in that section's two (2) week period will have their vacation dates assigned at the employer's discretion.

(iv) Once all three (3) sections have completed their two (2) week period, the Employer will determine and post the vacation schedule by December 31. The approval of vacation dates shall be on the basis of seniority within each department and classification, with the senior employee being given first preference. The Employer will make a sincere effort to grant vacations at the times requested by the employees, but the vacation schedule will at all times be subject to the requirements of the business.

(b) There will be a vacation blackout period from December 1 to 24, and during the three weeks prior to Thanksgiving.

Subject to operational considerations, the Company will grant vacation during the blackout periods to a limited number of employees requiring vacation to attend special occasions, such as the wedding of a close family member.

12.5 In the event a public holiday falls during an employee's annual vacation, the employee will receive a day off either immediately before or after the vacation period, unless mutually agreed otherwise.

12.6 There shall be no carry over of vacation from one calendar year to the next.

ARTICLE 13 – Statutory Holidays

13.1 The following days shall be considered statutory holidays:

New Year's Day	Canada Day	Remembrance Day
Family Day	British Columbia Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	

13.2 In order to be entitled to receive a day off with pay on a statutory holiday, the employee:

- (a) must have been employed for at least thirty (30) calendar days prior to the statutory holiday;
- (b) must have earned wages or performed work on at least fifteen (15) of the thirty (30) calendar days immediately preceding the statutory holiday;

- (c) must have worked his full scheduled 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:
 - (i) regularly scheduled vacation; or
 - (ii) bereavement leave.
- 13.3 Statutory holiday pay for those who qualify shall be computed in accordance with the *Employment Standards Act*.
- 13.4 In the event that a statutory or a holiday falls on either a Saturday or a Sunday, the Company shall designate either the Friday before or the Monday after the holiday as a designated day off, and provide the employees with two (2) weeks' notice of the designated day off.
- 13.5 Where an employee with thirty (30) or more days service is required to perform work on one of the above mentioned statutory holidays, he/she/she shall be paid time and one half (1 ½) his regular straight time hourly rate for all hours worked up to eleven (11) hours and double (2) times his regular straight time hourly rate for all hours worked in excess of eleven (11). In addition, the employee shall receive his statutory holiday pay if he/she qualifies for such pay.

ARTICLE 14 – Leaves of Absence

- 14.1 **(a) Employees with one or more years of service may make written application for leaves of absence without pay. The Employer, in its sole discretion, may grant requests after considering length of service, any compassionate rounds and operational requirements. Leaves under this clause shall not exceed two (2) weeks.**
 - (b) Leave for extended vacation time of up to two (2) months will be provided to up to three employees a year who have five (5) or more years of service. Application for such leaves must be made by no later than October 31 of the prior calendar year, and cannot include time during the vacation blackout periods. Where there are more than three (3) applications for such leave in any year, the leave will be granted to the three most senior applicants. No employee shall be granted more than one leave under this clause every five years.**
- 14.2 All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.
- 14.3 Where operationally practicable, and where the request is made in writing at least five (5) working days in advance, the Company shall grant a leave of absence of up to five (5) consecutive days to an employee who has been elected or appointed to attend any function on behalf the Union. No more than two (2) employees may be granted such leave at any one time, and such leave will not be approved in any vacation black out period.

- 14.4 Pregnancy, Parental and Adoptive leave will be in accordance with the Employment Standards Act.

ARTICLE 15 – Bereavement Leave

- 15.1 If there should be a death in the employee's immediate family, the employee shall be entitled to bereavement leave of three (3) paid working days. An employee may, upon written request to the Employer, extend their bereavement leave for up to seven (7) unpaid working days, if they are attending a funeral out of province.
- 15.2 Immediate family shall include the spouse, father, mother, son, daughter, brother, sister, grandfather, grandmother, grandfather-in-law, grandmother-in-law, grandson, granddaughter, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepmother, stepfather or stepchildren of the employee.

ARTICLE 16 – Jury Duty

- 16.1 It is agreed that the Employer shall grant unpaid leave to an employee participating in the process of jury selection or jury duty or while serving as a subpoenaed witness in a court of law.
- 16.2 Employees should notify Human Resources as soon as possible after receipt of notice of selection for jury duty or after receipt of the subpoena to appear as a witness. The Company may require the employee to furnish a certificate of service from an office of the Court.

ARTICLE 17 – Safety and Health

- 17.1 The Employer and the Union shall agree to promote a safe and healthy work environment for all employees. The Company shall make reasonable provisions for the safety and health of employees of the plant during the hours of their employment.
- 17.2 The Safety Committee shall be structured and shall operate in the following manner:
- (a) The Committee will have at least as many bargaining unit members as management members with each party having at least three (3) members, and at least one (1) alternate member, who will serve in the absence of a regular member.
 - (b) The Committee shall have one chairperson and one co-chairperson. In the event that the chairperson is a representative of the Employer, the co-chairperson shall be a representative of the Union, and vice versa.
 - (c) The Safety Committee shall meet once every month, or more frequently if both the chairperson and co-chairperson deem it necessary. Meetings are to be held during regular working hours and members to be paid at regular hourly rates.
 - (d) Minutes shall be kept by one mutually agreed member of the Committee.

- 17.3 The Company shall pay or reimburse the First Aid Attendant for all costs incurred in the maintenance and successful course completion of first aid tickets required in the performance of their duties.
- 17.4 (a) An employee injured while working in the plant shall suffer no loss of earnings for the balance of hours in the regular scheduled shift in which the accident occurs if, as a result of such injury, he/she/she is sent home or to the hospital or for medical attention. Costs incurred as a result of transportation to and from the practitioner and/or hospital shall be borne by the Company.
- (b) All accidents or injuries must be immediately reported to First Aid. In the case of an employee working off premises the accident or injury must be immediately reported to a member of management by phone.
- 17.5 The Company will continue to supply rubber boots to employees who are required to wear them at work. The boots are only to be utilized at the workplace, and must not be removed from the workplace.
- 17.6 The Company will provide maintenance employees, **drivers and regular shippers** with up to **\$220** per year for approved steel toed safety footwear. **Employees will only be reimbursed for one (1) pair of boots per year. New employees do not qualify for reimbursement until they have successfully completed their probation period.**
- 17.7 Designation Level I First Aid Attendants will receive a premium of \$0.50 per hour worked. Designated Level II First Aid Attendants will receive a premium of **\$1.25** per hour worked.
- 17.8 The Company agrees to continue to supply equipment which the Company deems necessary to perform the assigned work. Employees shall be responsible for any such equipment they may lose or negligently damage.

ARTICLE 18 – General

- 18.1 The Company will provide a bulletin board for the exclusive use of the Union. It shall be located in an area to which employees have access. The Union shall have the right to post notices relating to matters of interest to its members, as long as such notices are not critical of the Company or its management.
- 18.2 The Company may require an employee to provide a physician's note to substantiate any absence due to sickness or injury. The Company may require further detail from the physician where reasonable circumstances warrant. When the Company does require further detail, they will pay a physician fee of up to \$55 for such further report.
- 18.3 The Union acknowledges that the use of video cameras in the workplace is a legitimate tool for security, health and safety and the deterrence of theft.
- 18.4 On request of either party, the parties must meet at least once every two (2) months for the purpose of discussing issues related to the workplace that affect the parties or any employees bound by this Agreement.

- 18.5 It is understood where the word “he” is used in the Agreement, it shall also cover female employees.
- 18.6 Any errors in payroll earnings, at no fault of the employee, greater than one (1) days’ pay for that employee, shall be corrected within three (3) working days or less. Payroll errors less than those amounts shall be corrected by the next payroll.
- 18.7 The Company will continue to provide coffee, tea, hot water, sugar and milk powder in the employee lunchroom. Employees will not abuse this privilege, otherwise it may be discontinued.
- 18.8 The Company agrees to not contract out bargaining unit work that results in the lay-off of a bargaining unit employee, or in a reduction of their regular hours of work.
- 18.9 The Company shall allow all employees a five (5) minute personal clean up period prior to the employees quitting time.

ARTICLE 19 – Benefits

- 19.1 For employees with six or more months of service, the Company will pay 50% of the MSP premium, while such premiums continue to exist.
- 19.2 **(a)** The Company will continue the current Pacific Blue Cross Plan or its reasonable equivalent, for employees with six months or more of service. The Company will pay 70% of the premium, with the remaining 30% being deducted from the employees' pay. Participation in the Plan is mandatory for qualifying employees.
- (b) Full-time employees with five (5) or more years of service will be entitled to an enhanced benefit plan that includes Plan B dental at 50% reimbursement, a yearly dental limit of \$2000, paramedical coverage at \$500 per practitioner/year, as well as increased Group Life and long-term disability coverage. This enhanced benefit coverage to be effective on ratification.**
- 19.3 Benefit eligibility and coverage is subject to the terms and conditions of the plans or insurance policies. A description of the benefits will be provided to the Union and to each employee.
- 19.4 Any disputes regarding eligibility and coverage is subject to the terms and conditions of the plans or insurance policies. A description of the benefits will be provided to the Union and to each employee.
- 19.5 The Company undertakes to advise the Union about the nature and timing of changes to the benefit plan.
- 19.6 Full-time employees with three (3) or more years of service will be reimbursed for a vision care expense of up to \$200, once every twenty-four (24) months.**
- 19.7 The Company agrees to provide reimbursement for prescription work safety glasses to be used only at work, and left at work, for employees who work in positions where safetyglasses are required. Reimbursement will be up to \$275**

every twenty-four (24) months, for those who qualify for benefit coverage.

- 19.8** Those employed prior to the certification of the Union will be granted three (3) paid sick days annually, commencing on January 1, 2019.
- 19.9** The Company agrees to continue the existing RRSP program, including the matching Company contributions.

ARTICLE 20 – Wages

- 20.1 Attached to this Agreement as Appendix A shall be a Wage Schedule and a listing of classifications covering bargaining unit employees.
- 20.2 Attached to this Agreement as Appendix B are the current job levels relating to Appendix A.
- 20.3 (a) Where the Company temporarily transfers an employee to perform work at a different rated job level, the employee will continue to receive their regular rate.
- (b) Employees who elect to perform work at a lower rated job level, including to avoid any lay-off, will receive the rate for the work performed.
- 20.4 (a) Establishing rates for new or changed jobs shall be discussed with the Union.
- (b) When agreement cannot be reached, the Company will set the rate which will remain in place until the next round of collective bargaining.

ARTICLE 21 – No Strike or Lockout

- 21.1 It is understood that during the term of this Agreement that the Employer will not lockout its employees. It is also understood that during the term of this Agreement the Union will not permit or encourage any strike, slowdown, stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.

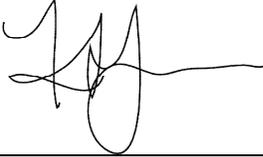
ARTICLE 22 – Duration

- 22.1 Except where specifically stated to the contrary, the terms of this Agreement shall be in full force and effect from **January 25, 2021**, up to and including **January 24, 2026** and thereafter from year to year unless either party gives notice in writing of termination or amendment of not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the date of expiration.

22.2 The parties agree the operation of Section 50(2) and 50(3) of the *Labour Relations Code* is excluded from this Agreement.

SIGNED THIS 21 DAY OF June, 2021.

For the Union
UFCW 1518



Kim Novak
President

For the Employer
Rosstown Natural Foods Ltd.



Christina Lingholt
CFO

APPENDIX A – WAGE SCHEDULE

EVIS	E-L1	E-L2	E-L3
Current	\$16.00	\$18.00	\$19.50
January 25, 2021	\$17.00	\$19.00	\$20.75
January 25, 2022	\$17.40	\$19.40	\$21.15
January 25, 2023	\$17.80	\$19.80	\$21.55
January 25, 2024	\$18.30	\$20.30	\$22.05
January 25, 2025	\$18.80	\$20.80	\$22.55

C & P	CP-L1	CP-L2	CP-L3
Current	\$15.00	NA	\$19.50
January 25, 2021	\$16.25	\$17.00	\$20.75
January 25, 2022	\$16.65	\$17.40	\$21.15
January 25, 2023	\$17.05	\$17.80	\$21.55
January 25, 2024	\$17.55	\$18.30	\$22.05
January 25, 2025	\$18.05	\$18.80	\$22.55

LIVE END	LE-L1	LE-L2	LE-L3
Current	\$16.50	\$17.50	\$18.50
January 25, 2021	\$17.25	\$19.00	\$21.00
January 25, 2022	\$17.65	\$19.40	\$21.40
January 25, 2023	\$18.05	\$19.80	\$21.80
January 25, 2024	\$18.55	\$20.30	\$22.30
January 25, 2025	\$19.05	\$20.80	\$22.80

SHIPPING	S-L1	S-L2	S-L3
Current	NA	\$18.00	\$19.50
January 25, 2021	\$17.00	\$20.00	\$22.00
January 25, 2022	\$17.40	\$20.40	\$22.40
January 25, 2023	\$17.80	\$20.80	\$22.80
January 25, 2024	\$18.30	\$21.30	\$23.30
January 25, 2025	\$18.80	\$21.80	\$23.80

DRIVING	D-L1	D-L2
Current	\$21.00	\$23.00
January 25, 2021	\$22.00	\$25.00
January 25, 2022	\$22.40	\$25.40
January 25, 2023	\$22.80	\$25.80
January 25, 2024	\$23.30	\$26.30
January 25, 2025	\$23.80	\$26.80

QC	Level 1
Current	\$18.50
January 25, 2021	\$19.50
January 25, 2022	\$19.90
January 25, 2023	\$20.30
January 25, 2024	\$20.80
January 25, 2025	\$21.30

MAINTENANCE	Level 1	Level 2	Level 3	Level 4	Level 5
	Maintenance Helper	Apprentice (1st Year)	Apprentice (2nd Year)	Apprentice (3rd Year)	All Journeyman
Current	\$16.50	\$21.00	\$24.00	\$27.00	\$31.00

January 25, 2021	\$18.00	\$23.10	\$27.30	\$29.75	\$35.00
January 25, 2022	\$18.40	\$23.50	\$27.70	\$30.15	\$35.40
January 25, 2023	\$18.80	\$23.90	\$28.10	\$30.55	\$35.80
January 25, 2024	\$19.30	\$24.40	\$28.60	\$31.05	\$36.30
January 25, 2025	\$19.80	\$24.90	\$29.10	\$31.55	\$36.80

Outside Grid%

January 2021	January 2022	January 2023	January 2024	January 2025
\$0.50	\$0.40	\$0.40	\$0.50	\$0.50

Notes:

1. The rates contained in this schedule are minimum rates.
2. **Knife Cutting and Deboning premium of \$1.00 per hour worked for C&P L2 Only**
3. **All new or increased premiums will be effective on ratification**
4. Employees working afternoon shift will receive a premium of \$0.50 per hour worked.
5. Qualified stickers who perform that function in Live End will receive a premium of **\$3** per hour worked.
6. **No afternoon and graveyard premiums will be paid together.**
7. **Graveyard premium of \$1.50 for shifts worked per LOU#3.**

APPENDIX B - JOB LEVELS

Evisceration

These descriptions are meant as a guideline only. Employees may be asked to perform duties at or below their current level.

Level 1	Level 2	Level 3
Venter	Assistant Lead Hand	Lead hand
Cavity	MPIP Monitor	Machine Operator
Viscera	Vent Gun	
Cut Necks		
Lung guns		
Trim		
Final trim (Turkey)		
Reprocess		
Salvage		
Trimming		
Neck Slit		
Crop (Turkey)		
Final Trim (Chicken)		
Gut Pull		
Crop (Chicken)		
Opener		
Oil Sack		
Evis		
Heart / Liver		
Gizzards		
Feet		
Necks		
Clean Up		

CUT & PACK			
These descriptions are meant as a guideline only. Employees may be asked to perform duties at or below their current level.			
LEVEL 1	LEVEL 2	LEVEL 2	Level 3
All Other Tasks	Assistant Lead Hand	Sausage Mixer & Stuffer Operator	Lead Hand
	MDM Machine Operator	Facility Coordinator	
	Tumbler Machine Operator	Cooler Butler	
	9 Cut Saw Operator	Knife Cutting & Deboning	
	Repack Machine Operator	Touchscreen Operator	
	Proseal Machine Operator	Grind Machine Operator	
	Marinade Maker	I Cut Machine Operator	
	Auto Cut Machine Operator	Chiller Tank Monitor	

Live End		
These descriptions are meant as a guideline only. Employees may be asked to perform duties at or below their current level.		
Level 1	Level 2	Level 3
Hocks	Forklift	Lead Hand
Picker Door	Live hang	Stickers
Rehang	Assistant Lead Hand	
Crates		
Picker / Floater		
Feathers		
Crate Wash		
Crate Re-Load		
Module Wash		
Fecal Ball		
Clean up		

Shipping		
These descriptions are meant as a guideline only. Employees may be asked to perform duties at or below their current level.		
Level 1	Level 2	Level 3
Palettizing	Shipper Receiver	Lead Hand
Picking Orders	Inventory	
General Clean Up	Loading/Unloading	
Light Maintenance	Picking Orders	
	General Clean Up	
	PIV Operation	
	Light Maintenance	

Drivers	
These descriptions are meant as a guideline only. Employees may be asked to perform duties at or below their current level.	
Level 1	Level 2
Class 5	Class 1
Load / Unload	Load / Unload
Shipping Duties	Shipping Duties
Cleaning/ Light Maintenance	Cleaning/ Light Maintenance
Driving	Driving

Quality Control
These descriptions are meant as a guideline only. Employees may be asked to perform duties at or below their current level.
Level 1
All QC Tasks

Maintenance

These descriptions are meant as a guideline only. Employees may be asked to perform duties at or below their current level.

LEVEL 1	LEVEL 2	Level 3	Level 4	Level 5
Maintenance Helper	Apprentice Year 1	Apprentice Year 2	Apprentice Year 3	Journeyman
All Maintenance Work				

LETTER OF UNDERSTANDING #1

Between:

Rosstown Natural Foods Ltd.

And:

United Food and Commercial Workers Union, Local 1518

The Company agrees to allow Shop Stewards to make occasional use of the Company fax machine and photocopier. The Shop Steward will seek permission before doing so.

For the Union
UFCW 1518



Kim Novak
President

For the Employer
Rosstown Natural Foods Ltd.



Christina Lingholt
CFO

LETTER OF UNDERSTANDING #2

Between:

Rosstown Natural Foods Ltd.

And:

United Food and Commercial Workers Union, Local 1518

The Union recognizes that theft from the Employer is a serious offence. It is understood between the parties that an employee who has knowingly committed theft from the Employer will be terminated. Such termination shall be subject to the grievance and arbitration procedure of the collective agreement for the purposes of determining whether the alleged theft occurred.

For the Union
UFCW 1518



Kim Novak
President

For the Employer
Rosstown Natural Foods Ltd.



Christina Lingholt
CFO

LETTER OF UNDERSTANDING #3

Between:

Rosstown Natural Foods Ltd.

And:

United Food and Commercial Workers Union, Local 1518

Re: Shift Start Times

The negotiated regular schedule for shifts is as follows:

	<u>Start Windows</u>
First Shift (Days)	4am – 9am
Second Shift (Afternoons)	10am – 3:30pm
Third Shift (Graveyard)	After 5:01pm

It is recognized the regular schedule may be impacted by breakdowns, power outages or other irregular or unanticipated events.

Where the regular start time for a department or group, outside of shipping or driving, will be changed, the Employer will provide at least one week's notice of the change in regular start time. This does not apply to temporary changes due to breakdowns, power outages or other irregular or unanticipated events.

It is recognized that start times for shipping and driving fluctuate. However, the Employer will endeavour to provide a minimum of twenty-four (24) hours' notice of a change in a scheduled start time, for individuals in these departments.

For the Union
UFCW 1518



Kim Novak
President

For the Employer
Rosstown Natural Foods Ltd.



Christina Lingholt
CFO

LETTER OF UNDERSTANDING #4

Between:

Rosstown Natural Foods Ltd.

And:

United Food and Commercial Workers Union, Local 1518

Re: Contract Labour

The term contract labour refers to persons supplied by a temporary labour agency to supplement the regular workforce.

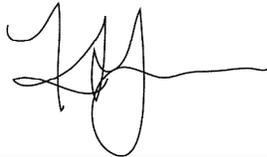
The Union recognizes that for many years the Company has supplemented the regular workforce through the use of contract labour who perform work alongside regular employees.

The Union recognizes this practice will continue. However, the Company agrees it will not use contract labour in a manner that erodes the bargaining unit, or reduces the regular daily hours of an employee in the department where contract labour is utilized.

Further contract labour will only be utilized after any qualified employees on the recall list have been given an opportunity to perform such work.

In accordance with LOU #5, the Company will also seek to reduce the use of contractors by utilizing part-time workers.

For the Union
UFCW 1518



Kim Novak
President

For the Employer
Rosstown Natural Foods Ltd.



Christina Lingholt
CFO

LETTER OF UNDERSTANDING #5

Between:

Rosstown Natural Foods Ltd.

And:

United Food and Commercial Workers Union, Local 1518

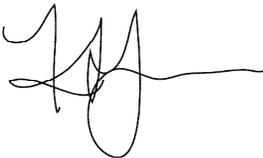
Re: Part-Time Employees

The Employer may utilize part-time employees to reduce or eliminate the need for contractors, subject to the following conditions:

- (a) Part-time employees shall not be used to replace or displace a full-time employee nor in preference to hiring full-time employees.**
- (b) Part-time employees shall be scheduled according to the operational needs of the Company and the availability of the employee, including any work permit or student visa restrictions.**
- (c) Part-time employees will be encouraged to take available full-time positions and will be eligible to bid on full time positions.**
- (d) Part-time employees will be eligible for benefits if they work 25 hours or more a week for 6 months or more, and continue to maintain such hours, and otherwise qualify for benefits under the Plan.**
- (e) Part-time employees who are unavailable for ninety days or more will lose their seniority rights and will be deemed to be terminated, unless absent due to illness or accident or due to a leave under the *ESA*.**

It is the Company's intent to utilize part-time employees to replace contract labour to the greatest extent possible, where the Company is unable to meet its staffing needs with full-time employees.

**For the Union
UFCW 1518**



**Kim Novak
President**

**For the Employer
Rosstown Natural Foods Ltd.**



**Christina Lingholt
CFO**

LETTER OF UNDERSTANDING #6

Between:

Rosstown Natural Foods Ltd.

And:

United Food and Commercial Workers Union, Local 1518

Re: Notice of Overtime

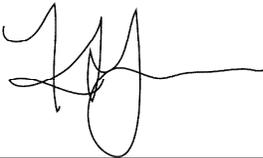
The Union understands overtime can be necessary to meet customer needs and to finish work after a breakdown or power interruption. The need for overtime can also be unpredictable.

When overtime is required, the Company will provide as much notice as is reasonably possible, in the circumstances.

Where on occasion an employee is unable to work overtime due to a significant prior commitment, the Company will make its best efforts to relieve that employee from the overtime assignment.

Additionally, the Company will look at training more employees in particular areas, to reduce the requirement for senior employees to work overtime in those areas.

**For the Union
UFCW 1518**



**Kim Novak
President**

**For the Employer
Rosstown Natural Foods Ltd.**



**Christina Lingholt
CFO**

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