

COLLECTIVE AGREEMENT

Between

Donald's Fine Foods
11528 Eburne Way
Richmond, BC V6V 2G7

(Referred to as "the Company")

And

United Food and Commercial Workers, Local 1518
350 Columbia Street
New Westminster, BC V3L 1A6

(Referred to as "the Union")

May 23, 2021 to May 22, 2026



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BETWEEN: **DONALD'S FINE FOODS**
(hereinafter referred to as the "EMPLOYER")

AND: **UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 1518, chartered by the United Food and
Commercial Workers International Union**
(hereinafter referred to as the "UNION")

ARTICLE 1 – Purpose

1.01 The purposes of the Collective Agreement are to promote harmonious relations between the Employer and employees, to establish an orderly collective bargaining relationship, to ensure the peaceful settlement of disputes and grievances, and to set forth an Agreement covering rates of pay and other working conditions.

ARTICLE 2 – Recognition

2.01 The Employer recognizes the Union as the sole bargaining agent for the Donald's Fine Foods employees as identified on the Certificate provided by the BC Labour Relations Board dated October 24, 2011.

2.02 The Union recognizes and agrees that, except as abridged or modified by this agreement, all of the rights which the Employer has prior to the signing of this agreement are retained solely by the Employer. Without limiting the generality of the foregoing, the Employer reserves the sole and exclusive right to operate and manage the business in all respects, including the right to hire employees; to direct and schedule the work force; to promote, demote, transfer and lay off employees; to discipline and dismiss employees for just and reasonable cause; to make, publish, revise and enforce reasonable rules and regulations governing the conduct of employees and the operation of the business; to assign to jobs; to increase or decrease the working forces; and to determine the products to be handled, subject only to the provisions of this Agreement.

ARTICLE 3 – Scope

3.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.

3.02 The parties agree that the Employment Standards Act forms part of this collective agreement in respect to hours of work or overtime, statutory holidays, annual vacation or vacation pay, seniority retention, recall, termination of employment or layoff, except those provisions specifically modified by this Collective Agreement.

ARTICLE 4 – Union Representation

- 4.01 The Union will notify the Employer of the names of all shop stewards elected or appointed by the Union.
- 4.02 The Employer will allow the Union reasonable access to the plant for the purpose of conducting Union business. The Union will provide **sufficient** advance notice of to the Employer its interest in entering the plant. It is agreed that these visits will not interfere with operations.
- 4.03 Upon arrival at the plant, Union representatives will notify the Employer of his/her presence and will sign in as a visitor at the front office before going to any location. When in the plant, Union representatives will adhere to the Employer's applicable safety rules, policies and procedures.
- 4.04 Any meetings held between Union representatives and employees must not interfere with Employer operations and must be scheduled during break periods for the employees involved, unless mutually agreed otherwise.
- 4.05 **Shop Steward Recognition**
- a) Shop Stewards, the number to be decided by the Union shall be elected or appointed by the Union in a manner determined by the Union. The Union shall keep the Company informed of the names of the current Shop Stewards.
 - b) All grievance meetings shall be scheduled in advance with the Company, and shall occur at a mutually agreeable time during work hours.
 - c) If a Shop Steward has to leave his job or department in connection with a grievance he shall first secure permission from the plant manager or designate before leaving the job or department. Such permission shall be granted as promptly as possible.

ARTICLE 5 – Strikes or Lockouts

- 5.01 In accordance with the B.C. Labour Relations Code, there must be no strikes or lockouts so long as this agreement continues to operate.

ARTICLE 6 – Union Dues

- 6.01 The Employer will deduct from each employee's pay cheque the amount of union dues established by the Union.
- 6.02 Dues shall be deducted bi-weekly for the twenty-six (26) pay periods of each year. Deductions shall be forwarded to the Union no later than three business days following the pay date, together with a printed statement listing names of employees for whom deductions were made.

ARTICLE 7 – Seniority

- 7.01 Seniority is defined as an employee's length of service in the bargaining unit since the most recent date of hire. If two (2) or more employees have the same length of service, the employee whose birthday occurs first in the year shall have the greater seniority.
- 7.02 New employees will be required to serve a probationary period of **ninety (90) days** worked. Probationary employees are covered by the Agreement excepting those provisions which specifically exclude them.
- 7.03 During the probationary period, an employee may be dismissed on grounds of unsuitability **subject to the grievance procedure**. The suitability of a probationary employee shall be determined by the Employer; however the Employer shall not act in a manner which is arbitrary, discriminatory, or in bad faith.
- 7.04 Once each quarter the Employer will provide the Union with a list consisting of the name, date of hire, job classification and employment status of all employees in the bargaining unit.
- 7.05 Seniority rights shall cease, and employment shall be terminated, for any employee who:
- a) resigns or is dismissed for cause;
 - b) is laid off for a continuous period of more than **twelve (12) months**;
 - c) fails to return from layoff within five (5) days of recall, or cannot be located after reasonable effort on the part of the Employer. Reasonable effort shall be telephone calls and if necessary, a letter delivered to the employee's last known address; or,
 - d) is absent without leave for more than three (3) working days unless a reasonable explanation for the absence is provided by **registered letter or other secured method of delivery**.
- 7.06 Layoff and Recall
- a) The Employer will provide the Union with at least three (3) days' notice of the Intention to reduce the size of the workforce or a **significant reduction of hours where such reduction is expected to last less than fourteen (14) days. The Employer will provide the Union with at least fourteen (14) days' notice where the reduction is expected to last fourteen (14) days or more.**
 - b) The notice periods in a) will not apply where the reduction is a result of **circumstances outside the Employer's direct control or what would constitute a force majeure.**
 - c) Probationary employees shall be laid off first. If further reductions are necessary, employees will be laid off in reverse order of seniority provided that the employees who remain have the necessary skills and qualifications to do the work.

- d) In cases of recall, the last employee laid off shall be the first employee recalled, provided the employee has the necessary skills and qualifications to do the work.

ARTICLE 8 – Job Classifications and Rates of Pay

- 8.01 Wages and job classifications are contained in Schedule "A" and Schedule "B" and form a part of this agreement.
- 8.02 The Employer recognizes the value of a skilled and motivated workforce. Whenever possible, employees will be provided with the opportunity to acquire training and skills in job classifications of interest to them.
- 8.03 The assignment of employees to each classification shall at all times be determined by the Employer taking into account the operational needs of the business. When the Employer determines a need to fill a permanent vacancy in any job classification, it shall post the position within five (5) working days from the time it became vacant. Employees wishing to apply for the posting must sign the posting within seven (7) days. Temporary vacancies such as sickness, compensation and holidays, etc. need not be posted.
 - a) The filling of permanent vacancies shall be based on seniority, merit based on objective criteria, and ability. Ability and merit being about equal, seniority shall prevail.
 - b) The successful candidate will be subject to a reasonable trial period of up to ninety (90) working days, however, if it is obvious that a person cannot qualify or is causing loss or damage to product or equipment, they may be removed at any time during their trial period and returned to their prior classification.
 - c) **Throughout this Agreement, the word "qualified" shall be interpreted to mean: the ability of the employee to regularly perform the job in a safe manner at line speed without instruction or assistance, as reasonably determined by the Employer.**
 - c) The Employer agrees to maintain a minimum of fifteen (15) Semi-Skilled Worker positions in the Production Department unless product volumes have required the Employer to reduce the Production Department to less than twenty-five (25) people.
 - d) The Employer agrees to maintain a minimum of six (6) Semi- Skilled Worker positions in the Warehouse Department unless product volumes have required the Employer to reduce the Warehouse Department (excluding drivers) to less than fifteen (15) people.

8.04 On The Job Training

- a) During the on the job training, the employee will be paid the posted rate of pay of his or her former position with a premium of \$0.50/ hour. Once trained and qualified to perform his or her new position, the employee's rate of pay will be immediately adjusted to the posted rate of that new position.
- b) Employees will have a maximum period of ninety (90) days worked in which to qualify.

8.05 Right to Hire Part Time Employees

The Employer may hire and schedule Part Time employees, subject to the following conditions:

- a) Part Time employees may be scheduled according to its operational needs and the availability of the Part Time employee.
- b) Part Time employees may also be called in at any time to cover for Full Time employee absences and for emergencies.
- c) There shall be no minimum weekly hours for Part Time employees but Part Time employees shall not be called in or scheduled to work a shift of less than four (4) hours.
- d) Part Time employees shall be allowed to bid on open Full Time positions on the basis of seniority, qualifications, and ability. Interested Part Time employees may file a written standing bid with the Employer for such open Full Time positions.
- e) When a Part Time employee has averaged 36 or more hours of work per week for 12 consecutive weeks, the Employer will post a Full Time position, which Part Time employees can bid on.
- f) Part-time employees shall not be used to the extent that they replace or displace a full-time employee from employment, or prevent establishing a full-time position when one exists, except in cases of short-term absences, medical or disability leaves, vacation coverage, or emergency.

ARTICLE 9 – Hours of Work and Overtime

9.01 Regular Work Shifts

A regular work shift shall be eight (8) consecutive hours per day and forty (40) hours per week.

9.02 Flexible Work Shifts

The Employer may implement Flexible Work Shifts consisting of shift schedules of either ten (10) or twelve (12) hour days.

9.03 Flexible Shift Overtime

Overtime for employee's on Flexible shifts will be paid for actual time worked over forty (40) hours in a week or ten (10) hours in a day based on the provisions below:

- a) One and one-half (1 ½) times the employee's regular hourly rate:
 - i. For employees on ten (10) hour shifts, after they have worked ten (10) hours in a day; and
 - ii. For employees on shifts that average forty (40) hours per week over a four (4) week schedule, after they have worked an average of forty (40) hours in that scheduled period.
- b) Two times the employee's regular hourly rate:
 - i. For employees on twelve (12) hour shifts, after they have worked twelve (12) hours in a day
 - ii. For employees on ten (10) hour shifts, after they have worked eleven (11) hours in a day; and
 - iii. For time worked on the employee's second day off in a regular work week.

9.04 Flexible Shift Rest Period

Employees on Flexible Work Shifts will be entitled to three (3) rest periods each shift as follows:

- a) A paid fifteen (15) minute rest period approximately one- quarter (1/4) into the shift
- b) An unpaid thirty (30) minute rest period approximately mid-shift
- c) A paid twenty (20) minute rest period approximately three- quarters (3/4) into the shift.

9.05 Regular Shift Overtime

Employees on regular shifts shall be paid overtime as follows:

- a) One and one-half times the employees regular hourly rate:
 - i. Before or after eight (8) hours in a regularly scheduled work shift,
 - ii. After forty (40) hours in a regularly scheduled work week,
 - iii. For time worked on the sixth (6th) day of an employee's regularly scheduled work week.
- b) Two (2) times the employee's regular hourly rate:
 - i. After eleven (11) hours in a regularly scheduled work shift;
 - ii. After forty-eight (48) hours in a regularly scheduled work week;
 - iii. For time worked on the seventh (7th) day of an employee's regularly scheduled work week.

9.06 Regular Shift Rest Periods

Employees on regular shifts will be provided with either two or three rest periods each shift.

a) Three (3) Rest Period Shifts

Employees on three (3) rest period shifts will be entitled to a paid fifteen (15) minute rest period twice each shift and an unpaid thirty (30) minute meal break. The meal break will be taken approximately mid-shift, and the fifteen (15) minute rest periods will be taken approximately mid-way before and after the meal break.

b) Two (2) Rest Period Shifts

Employees on two (2) rest period shifts will be entitled to a thirty (30) minute paid rest period and a thirty (30) minute unpaid rest period once each shift. Rest periods will be taken approximately one-third and two-thirds of the way into the shift.

c) The Employer will provide two (2) weeks' notice by way of a memorandum on the Bulletin Board before changing the rest periods for a shift.

9.07 All employees will be provided with a written form detailing their shift start time, rest period provision and work week schedule.

9.08 Shift or start times shall not be changed without at least twenty-four (24) hours prior notice. In the event that an employee's shift or start time must be changed with less than twenty-four (24) hours prior notice, time and one-half (1 ½) shall be paid for hours worked outside of the existing shift or start time.

9.09 Distribution of Overtime

a) When unscheduled overtime is necessary in any job, and the Employer anticipates that the overtime will be for less than one (1) hour, the overtime shall be assigned to the employee who was performing the job in the regular hours preceding the overtime period.

b) When unscheduled overtime is necessary in any job and the Employer anticipates that the overtime will be for more than one hour, the senior qualified employee on shift in **the plant** shall have the first opportunity to work the overtime, **providing he or she is qualified to perform the work assignment without any required orientation or training.** If in this process a sufficient number of employees are not found, then the Employer shall assign the overtime to qualified employees on shift in reverse order of seniority.

c) When the Employer schedules an overtime shift, the senior qualified employee in that department shall have the first opportunity to work the overtime. If in this process a sufficient number of employees are not found, then the Employer shall assign the overtime to qualified employees in reverse order of seniority.

d) Wherever possible, the Employer will notify employees of impending unscheduled overtime one (1) hour in advance.

9.10 If an employee is expected to work more than one (1) hour beyond the end of a shift, a paid fifteen (15) minute rest period shall be provided. In addition, if an employee works overtime such that the employee is working more than five (5) hours since the last thirty

(30) minute rest period, then a further fifteen (15) minute paid rest period will be provided and the Employer will either provide a meal, or pay a **nine dollar (\$9.00)** meal allowance.

- 9.11 Unless an employee has been previously notified not to report to work, an employee reporting for work at a scheduled starting time and finding no work, or if less than four (4) hours work is available, shall be paid four (4) hours at the applicable rate.
- 9.12 An employee called back to work after leaving the plant following a regular shift, shall be paid a minimum of four (4) hours at the applicable overtime rates.

ARTICLE 10 – Vacations and Vacation Pay

- 10.01 Employees shall be eligible for vacation and vacation pay after completing one year of continuous service. Vacation entitlement shall be as follows with pay at the applicable percentage of the employees annual gross earnings in the previous year:

After one (1) year	ten (10) days	four percent (4%)
After four (4) years	fifteen (15) days	six percent (6%)
After ten (10) years	twenty (20) days	eight percent (8%)
After twenty (20) years	twenty five (25) days	ten percent (10%)

- 10.02 Vacation pay shall be paid out once per year. Vacation pay earned in the previous year shall be paid out by payroll deposit with a covering statement of deductions no later than **twenty-one (21)** business days after the employee's seniority date. **If an employee does not want their earned vacation paid out at that time, they shall provide the Employer with a completed form confirming this.**

In addition to the vacation entitlements above, on an employee's twenty-fifth (25th) anniversary with the Company he or she shall be entitled to an additional five (5) days of paid vacation time for that particular year on a one-time only basis. This vacation time shall be requested and scheduled in the normal way.

- 10.03 Vacation will not be carried over from year to year.
- 10.04 Employees whose employment terminates before the end of any vacation year shall receive vacation pay in accordance with the percentages set out in Article 10.01.
- 10.05 If a recognized statutory holiday falls during an employee's scheduled vacation, the vacation will be extended by one day, either at the beginning or the end of the vacation **by mutual agreement**; or the employee may choose to take the day at another time to be determined by mutual agreement with the Employer.
- 10.06 Vacation Planning
- a) Vacation calendar will be posted no later than January 31st each year.
 - b) Employees will make their vacation selections by **March 1st**.

- c) If an employee's request for vacation has not been approved in this process, they have until March 15th to select an alternative period.
- d) Seniority shall prevail when granting vacation requests. Vacation requests will be granted subject to the requirements of the business.
- e) The vacation schedule will be finalized by March 15th. Vacation requests received after that date will be granted at the discretion of the Employer.
- f) **Part Time employees will not accrue vacation pay and will instead receive their vacation pay on each paycheque.**

ARTICLE 11 – Statutory Holidays

11.01 Statutory holidays recognized by the Employer are:

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

***Note that this will likely continue to be a work day**

Any additional statutory holidays declared by the Federal government shall be recognized by the Employer and dealt with under the provisions of Article 11.02.

11.02 If the statutory holiday falls on a regularly scheduled work day and the plant remains open, employees working a regular shift on that day will receive the statutory holiday pay and be paid one and one half (1 ½) times their regular rate of pay for all hours worked that day.

11.03 An employee who has worked ten (10) of the thirty (30) calendar days prior to the statutory holiday is eligible for holiday pay.

11.04 An employee shall not be eligible for statutory holiday pay if absent on the scheduled work shift immediately prior to or after the holiday unless the employee received permission from the Employer to be absent, or was absent due to sickness or other good cause arising from circumstances beyond their control. In such cases, the Employer may require valid evidence to support the employee's claim.

11.05 Subject to the provisions of Articles 11.03 and 11.04, all employees will receive a floating holiday in lieu of Boxing Day. **This floating holiday must be taken in the twelve (12) month period following December 26th or the eligibility is lost. If an employee is unable to take their floating stat holiday, then they will be paid out within twenty-one (21) days after one (1) year expiry.** Any new holiday proclaimed by the BC Provincial government will be recognized and accommodated in this same manner.

Employees may elect to take their floating stat holiday on either December 26th or on another day within twelve (12) months of that date. All work performed on Boxing Day shall be paid at a rate of one and a half (1.5X) times the employee's regular rate of pay.

- a) There is to be no carryover of floating holidays. However, if an employee is prevented from taking an earned floating holiday because of compensable accident, sickness, or an approved leave of absence, then the holiday(s) will be carried forward to the next year.
- b) Employees must submit a signed and dated Floater Request Form at least fourteen (14) days in advance of the requested day off. The floating holidays are to be scheduled by mutual agreement between the Employer and the employee; however a sincere effort will be made to grant the time requested by the employee. **In the event that more than one (1) employee requests the same floating stat day, then seniority and qualifications shall determine who is granted the day off.**
- c) **Part Time employees who work an average of twenty-four (24) or more hours in a week, averaged over four (4) weeks, will receive their floating statutory holidays under this Article. Part Time employees with less than twenty-four (24) hours in this time period will not receive any floating statutory holidays.**

ARTICLE 12 – Grievance and Arbitration

12.01 Grievance Procedure

An earnest effort will be made to settle all complaints or grievances promptly in the following manner:

STEP ONE

The employee, with the assistance of a shop steward if desired, will discuss the matter with management in an attempt to reach a resolution.

STEP TWO

In the event a resolution is not reached in Step One, the grievance shall be placed in writing and presented to management. Subsequent to receiving the formal grievance, management will schedule a meeting with the employee and Union representatives in a further attempt to resolve the issue.

STEP THREE

In the event the grievance is not resolved at Step Two, then the Union or the Employer may refer the grievance to arbitration by providing the other with written notice of their intentions to, arbitrate.

12.02 Time Limits

- a) Complaints that are not resolved at Step One must be advanced to Step Two within **seven (7) days** of the event or issue giving rise to the complaint, or the date the complainant should have known of the matter giving rise to the complaint. Any complaint that is not advanced in this time period will be deemed to have been abandoned.
- b) Management will schedule a Step Two meeting, and provide a written response to the grievance within five (5) work days of receiving the grievance.

- c) Grievances that have not been resolved after Step Two must be advanced to Step Three within fourteen (14) work days of receiving the Employer's written response.
- d) Failure to adhere to the time limits for filing complaints and forwarding grievances to arbitration will result in the grievance or complaint being deemed to have been abandoned **unless otherwise mutually agreed.**

12.03 Arbitration

- a) The parties shall attempt to agree on the appointment of a single arbitrator. If agreement on an arbitrator has not been reached within fifteen (15) calendar days of the date on the notice of intention to arbitrate, either party may apply to the Minister of Labour to appoint the arbitrator.
- b) The decision of the arbitrator shall be final and binding. The arbitrator has no power to alter or amend the collective agreement.
- c) The cost of the arbitrator shall be paid equally by the Employer and the Union.

ARTICLE 13 – Leaves of Absence

13.01 Bereavement Leave

- a) Employees who have completed the probationary period shall be given a three (3) day leave of absence with pay for bereavement in the event of the death of a husband, wife, child, step-child (including adopted children), mother, father, (including stepmothers and stepfathers), brothers, and sisters.
- b) Employees will receive an additional day of paid bereavement leave in the event of the death of their child, stepchild, or spouse (including a common law spouse).**
- b) Bereavement Leave is only granted for bereavement at the time of the death of the relative, and when the employee would otherwise have been at work. Bereavement leave is not granted when the bereavement occurs while an employee is away from work on an approved absence.
- c) The Employer shall have the right to request and receive suitable evidence of bereavement in order to qualify.
- e) Part Time employees who work an average of twenty-four (24) or more hours in a week, averaged over four (4) weeks, will receive the same bereavement days as outlined above for full-time employees. Part Time employees with less than twenty-four (24) hours in this time period will receive bereavement leave in accordance with the B.C. Employment Standards Act.**

13.02 Shop Steward Leave

An unpaid leave of absence of up to two (2) weeks shall be granted upon request by an employee who has been elected or appointed to attend any function on behalf of the Union providing that the absence does not interfere with the requirements of the business. Grants of such leave shall only be valid if they are in writing. Such employee shall continue to accumulate seniority for the period of such leave and upon his/her return to work shall be reinstated to a position within his/her former classification and department, or in the event that the position has been eliminated to one in the same classification. Employees on leave under the provision of this clause shall receive pay at their regular rate for Statutory Holidays which occur during such leave of absence. Under the provisions of this clause the Company will be provided with five (5) working days' written notice of the requested leave wherever possible.

13.03 Pregnancy Leave

- a) 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 no earlier than 13 weeks before the expected birth date, and no later than the actual birth date, and ends no later than 17 weeks after the leave begins.
- b) 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.
- c) 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 6 weeks after that date.
- d) 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 paragraphs (a), (b) or (c) above.
- e) A request for leave must be given in writing to the employer. If the request is made during the pregnancy, it must be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and 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 paragraph (d) above.
- f) If an employee on leave under paragraphs (a) or (b) proposes to return to work earlier than 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.

13.04 Parental Leave

- a) An employee who requests leave under sub-paragraphs (i), (ii), or (iii) of this section is entitled to,
 - i) for a parent who takes leave under Pregnancy Leave 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 the employee agree otherwise, immediately after the end of the leave taken under the Pregnancy Leave,
 - ii) for a parent, other than an adopting parent who does not take leave under Pregnancy Leave 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,
 - iii) 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.
- b) 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 five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a).
- c) A request for leave must be given in writing to the employer at least 4 weeks before the employee proposes to begin leave, and if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- d) An employee's combined entitlement to leave under Pregnancy Leave and this section is limited to 78 weeks plus any additional leave the employee is entitled to under the Pregnancy Leave section above.

13.05 Jury Duty

A Full Time employee who has completed their probation period and serves on jury duty, or who is summonsed as a witness in a court proceeding, shall be paid the difference between the employee's regular straight-time pay and any pay provided to the employee for performing such duty up to a maximum period of one month, provided the employee would otherwise have worked on such days.

- a) If an employee is required to attend court as a juror, an Employer must not terminate employment, or change a condition of employment without the employee's written consent.
- b) As soon as the leave ends, the employer must place the employee in the position the employee held before taking leave under this section, or in a comparable position.
- c) If the Employer's operations are suspended or discontinued when the leave ends, the Employer must, subject to the seniority provisions of this Agreement, comply with placing the employee as outlined above as soon as operations are resumed.

13.06 Domestic Violence Leave

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason and upon verification of the situation, the Employer agrees that an employee who is a direct victim of an abusive or violent situation will not be subject to discipline if the absence or performance issue is the result of an abusive or violent situation. Verified absences, which are not covered by other terms of the collective agreement, will be granted as absent with permission without pay not to exceed two (2) months. Employees shall have the ability to fund these absences through any paid time off they have accumulated under the collective agreement at the time of the absence.

13.07 General Leaves of Absence

The Employer may grant unpaid leaves of absence for reasons acceptable to the Employer. Such leaves will not be granted if they interfere with the requirements of the business or the vacation choices of other employees.

13.08 All requests for leaves of absence must be made in writing.

ARTICLE 14 – General

14.01 Joint Consultation

Pursuant to Section 53 of the BC Labour Relations Code, the parties to this agreement shall establish a Consultation Committee. The committee shall meet on the request of either party, but not less than once each quarter during the term of this agreement.

The purpose of the Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

14.02 Compensation on Day of Injury

An employee who suffers a compensable injury requiring medical or hospital attention shall not incur any loss of regular pay for that day, provided the employee immediately reports the injury to First Aid and is given permission to be away from the job.

14.03 The parties agree to equally share the costs associated with printing the Collective Agreement.

14.04 Notification

Employees shall notify the Employer as soon as is practicable of any changes of address and telephone number. Failure to do so will relieve the Employer of any responsibilities it may have under this agreement that require communication with an employee who is away from the job.

14.05 All payments made to employees pursuant to this agreement will be made by direct deposit to the employee's bank account.

14.06 Footwear Allowance

Employees who have completed one (1) year of service will be provided reimbursement of one hundred and ten dollars (\$110.00) each year towards the purchase of C.S.A. and Employer approved safety footwear. This allowance may be carried over to the following year to a maximum of two hundred and twenty dollars (\$220.00). In that instance, the employee's entitlement will revert to one hundred and ten dollars (\$110.00) in the subsequent year. The reimbursement must be used for the Employee's safety footwear, not anyone else's.

14.07 The Employer shall make reasonable provision for the safety and health of all employees during the hours of their employment. As regulated by WorkSafe BC, protective and safety equipment shall be provided by the Employer and shall be worn or used by the employees. Failure to wear protective and safety equipment is a serious violation and may be subject to discipline up to and including termination of employment.

14.08 The Employer may designate certain roles to require certain first aid training. The Employer will pay for the training fees and employee's wages during the training.

14.09 Medical Notes/Reports

When the Employer requires and/or requests that an employee provide a doctor's letter or medical report, the Employer will pay the reasonable physician's fees for that letter or report.

14.10 Employees shall be paid every two (2) weeks by payroll deposit, and shall be provided with a paperless information stub disclosing details of all deductions by electronic means.

14.11 Once the current COVID-19 pandemic is over and the public health guidelines permit, the Employer will provide employees a method to view their paystubs online at a computer at the workplace with the ability to print their paystubs.

ARTICLE 15 – Benefits

15.01 Employees are eligible for coverage under the Benefits Program after completion of the probationary period. A booklet describing each plan and its terms and conditions will be provided to all eligible employees.

15.02 Benefit coverage is subject to the terms and conditions of the plans or insurance policies. Any disputes regarding the payment of benefits are a matter between the employee and the insurance carrier or provider, and are not subject to the grievance and arbitration articles of this collective agreement.

15.03 It is not intended that an employee receive wage loss payment from more than one source for the same period which exceeds one hundred percent (100%) of normal wages. It is understood that in those situations, the Insurance carrier may recover amounts in excess of one hundred percent (100%) in accordance with the subrogation provisions of the plan.

- 15.04 Participation in the Long Term Disability, Life Insurance and Accidental Death and Dismemberment plans is mandatory. The Employer will pay one hundred percent (100%) of the premium cost of providing the Life Insurance and Accidental Death and Dismemberment Plans. Employees will pay one hundred percent (100%) of the premium cost of the Long Term Disability Plan.
- 15.05 Participation in the Extended Health and Dental Plan is voluntary. Employee's wishing to participate will pay twenty five percent (25%) of the premium costs for these plans.
- 15.06 The Employer shall pay one hundred percent (100%) of the premiums required for coverage under the British Columbia Medical Services Plan (MSP). This provision is subject to the condition **that the cost of these premiums are not being paid by any level of Government and that coverage for the employee and the employee's family is not available through the employee's spouse's plan at another place of employment.**
- 15.07 Benefits shall continue for all employees on approved leaves or long term disability for a period of twelve (12) months from the date the absence from work commenced. During these absences employees must forward the required premiums for the benefit plans. In the event that premium contributions are more than three (3) pay periods in arrears, the employee's benefit coverage may be cancelled.

15.08 RRSP Contribution

- a) Participation in the Employer sponsored RRSP program is voluntary
- b) The Employer will match employee contributions to the employee RRSP to the following maximums:

Length of Service	Employer contribution per bi-weekly pay period
12 to 36 months	\$23.68
36 to 60 months	\$33.83
60 to 84 months	\$41.72
84 months or more	\$51.87

- c) If an employee makes a deduction from their RRSP they will be ineligible for employer matching contributions for a period of two years.
- d) **Employees may withdraw monies from the RRSP once during their employment relationship with the Company without any penalty or ineligibility for matching contributions.**

ARTICLE 16 – Duration

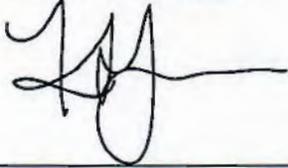
- 16.01 This agreement shall take effect as of the twenty third (23rd) day of May, two thousand **twenty one (2021)** and shall remain in force until the twenty second (22nd) day of May, two thousand twenty **six (2026)**. If written notice to commence collective bargaining is not given by either party within four (4) months of the expiry of the agreement, then this agreement will be considered to have been extended for a period of one year.

16.02 Notwithstanding Article 16.01, all provisions of the expired collective agreement will remain in full force and effect until either a new collective agreement is negotiated or the parties engage in a lawful strike or lockout.

16.03 The operation of sections 50(2) and (3) of the British Columbia Labour Relations Code is specifically excluded.

DATED at _____, BC, this _____ day of _____, 2021.

FOR THE UNION



Kim Novak, President

FOR THE EMPLOYER



Colin Heneg, COO

SCHEDULE "A" – JOB CLASSIFICATIONS

PLANT

Certified Tradesperson – an electrician or millwright holding journeyman ticket in that trade

Refrigeration Operator/Maintenance – a certified refrigeration operator who is also able to perform maintenance duties

Maintenance Helper – an employee with maintenance skills but not holding a journeyman ticket or certification

Uncertified Tradesperson – a person with a minimum of ten (10) years' experience in the Company's Plant department who performs electrical or millwright duties under the supervision of a certified electrician or millwright and who does not have a journeyman ticket in either of those trades.

PRODUCTION DEPARTMENT

Skilled Production Worker – Employees must be fully qualified in all jobs on the production line, or must be employed in the capacity of Smokehouse Operator.

Semi-Skilled Production Worker – Employees must be able to perform at least 3 of the following jobs at line speed:

1. Pre-Trimming/Final Trim
2. Operate all grind line equipment and sausage stuffer
3. Automatic Slicer/Dicer Operator
4. Band Saw Operator
5. Skinner Operator
6. Trayer/Overwrapper
7. Packaging (roll stock)/Injector/Label/Box Machine Operator

General Labour – General duty jobs including traying, wrapping, boxing and un-boxing products, bagging, labeling and shift sanitation duties.

WAREHOUSE DEPARTMENT

Skilled Warehouse Worker – Employees must be fully qualified in all jobs in the warehouse and possess valid licenses for a Counter- Balance Fork Lift, Power Jack and High Reach.

Semi-Skilled Warehouse Worker – Employees must be able to perform all of the General Labour duties and be qualified and possess valid licenses for a Counter-Balance Fork Lift and Power Jack.

General Labour – General duty jobs such as order picking and scanning, inventory movement, operate a hand jack, lift heavy items, operate a scanner, and conduct all shipping and receiving functions and general warehouse sanitation.

Driver 1 – Drivers qualified and possessing a Class 1 license.

Driver 2 – Drivers qualified and possessing a Class 3 license with air- brake ticket.

Driver 3 – Drivers qualified and possessing a Class 5 license with air- brake ticket.

SCHEDULE "B" – WAGE RATES

	May-23-21	May-22-22	May-21-23	May-26-24	May-25-25
	\$1.00	2.25%	2.00%	2.25%	2.50%
Production Department					
Skilled Worker	\$20.71	\$21.18	\$21.60	\$22.09	\$22.64
Semi-Skilled Worker	\$18.46	\$18.88	\$19.25	\$19.69	\$20.18
General Labour	\$16.21	\$16.57	\$16.91	\$17.29	\$17.72
Warehouse Department					
Skilled Worker	\$20.71	\$21.18	\$21.60	\$22.09	\$22.64
Semi-Skilled Worker	\$18.46	\$18.88	\$19.25	\$19.69	\$20.18
General Labour	\$17.33	\$17.72	\$18.07	\$18.48	\$18.94
Driver 1 (a)	\$26.36	\$26.95	\$27.49	\$28.11	\$28.81
Driver 2 (a)	\$24.58	\$25.13	\$25.64	\$26.21	\$26.87
Driver 3 (a)	\$23.46	\$23.99	\$24.47	\$25.02	\$25.64
Plant					
Certified Tradesperson	\$34.12	\$34.89	\$35.59	\$36.39	\$37.30
Non-Certified Tradesperson	\$28.02	\$28.65	\$29.22	\$29.88	\$30.63
Refrigeration Operator	\$25.23	\$25.80	\$26.31	\$26.91	\$27.58
Maintenance Helper	\$20.15	\$20.60	\$21.02	\$21.49	\$22.03
(a) Drivers required to use their personal cell phones for dispatch purposes will be reimbursed seven dollars and fifty cents (\$7.50) per bi-weekly pay period.					

Wage Premiums

1. Skilled Warehouse Workers who are assigned to work primarily in the freezer will be paid a premium of one dollar (\$1.00) per hour.
2. Warehouse Workers who are designated by the Employer as Forklift Trainer will be paid a premium of twenty five cents (\$0.25) per hour.
3. Warehouse Department Workers who are assigned to work in export shipping physically loading the containers will be paid a premium of one dollar (\$1.00) per hour.
4. Employees who are designated by the Employer as Team Leader will be paid a premium of one dollar and fifty cents (\$1.50) per hour.
5. Employees who are designated by the Employer as First-Aid Attendant will be paid a premium of:
 - a. Level 1 – twenty five cents (\$0.25) per hour
 - b. Level 2 – fifty cents (\$0.50) per hour

6. Employees in the Certified Tradesperson classification who possess an electrician journeyman ticket and a millwright journeyman ticket; (b) an electrician journeyman ticket and a refrigerator operator certification; or (c) a millwright journeyman ticket and a refrigerator operator certification, will be paid a premium of one dollar (\$1.00) per hour.
7. The Employee who is responsible for performing Chief Engineer duties in the Plant department will receive a premium of fifty cents (\$0.50) per hour. This premium shall be paid on all hours worked.
8. Any employee who is scheduled to work a shift where a portion of their work hours falls within the period of 10:00 p.m. to 5:00 a.m. ("Night Shift") will receive a shift premium of \$0.70 for each hour worked during the Night Shift (i.e. hours actually worked between 10:00 p.m. and 5:00 a.m.). No overtime rates shall apply to this premium.
9. **SIGNING BONUS**
Upon ratification of this agreement, the Company will provide each employee with a signing bonus of one hundred and fifty dollars (\$150.00).

SCHEDULE "C" – ATTENDANCE BONUS

Purpose

The Attendance Bonus program provides employees with the means of accumulating additional earnings each month that can be used by the employee to offset a loss of earnings when they are absent due to incidental illness or injury.

Payment and Qualification

Employees will receive a bonus payment of forty dollars (\$40.00) per pay period for perfect attendance. In order to qualify, the employee must not be absent or late at any time during the pay period. The bonus is pro-rated for absences due to vacation or approved leaves of absence.

Probationary employees will qualify for the bonus in the first month after completion of their probationary period.

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