

# COLLECTIVE AGREEMENT

Between

**Sunrise Poultry Processors**

13542 - 73A Ave  
Surrey, BC V3W 1C9

And

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

350 Columbia Street  
New Westminster, BC V3L 1A6

July 1, 2020 to June 30, 2024

Ratified by member vote: August 9, 2022



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# AGREEMENT

THIS AGREEMENT made and concluded at Surrey, B.C. this August 9, 2022.

BETWEEN: **SUNRISE POULTRY PROCESSORS LTD**  
13542 - 73A Avenue  
Surrey, BC V3W 1C9  
(hereinafter referred to as the "Company")  
OF THE FIRST PART

AND: **UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, CLC, LOCAL 1518  
INDUSTRIAL SECTOR**  
350 Columbia Street  
New Westminster, BC V3L 1A6  
(hereinafter referred to as the "Union")  
OF THE SECOND PART

WITNESSETH:

## **ARTICLE 1 - GENERAL**

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

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

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

## **ARTICLE 2 - BARGAINING AGENCY**

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### **2.01 Recognition of Union**

The Company recognizes the Union as the sole collective bargaining agency for all regular employees excluding executive staff, sales and office staffs, **supervisors, management, quality control** and buyers with respect to wages, hours of work and terms and

conditions of employment. The Company recognizes the right of the Union to determine the standing of all members.

## **2.02 Conditions of Continued Employment**

The Company agrees that all employees now members of the Union and all employees who become members of the Union shall remain members in good standing of the Union while employed by the Company during the life of this Agreement, as a condition of continued employment.

## **2.03 Recognition - Union Shop**

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

(b) The Company shall be free to hire new employees who are not members of the Union, PROVIDED, said non-members shall be eligible for membership in the Union and shall make application within ten (10) working days after employment and become members within thirty (30) days worked.

(c) The Company agrees to provide each new employee with a form letter outlining to the new employee **their** responsibility in regards to Union membership, and to provide the Union in writing with the name and address of each new employee to whom they have presented the form letter along with the employee's date of hire. The employee must provide the Company with the signed letter prior to the end of the tenth (10th) working day. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Company. The Company further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month. Every employee shall keep the Company, and the Union, informed of their home address, postal code and phone number.

The Company shall advise the Union quarterly of any change in employee addresses.

## **2.04 Deduction of Dues**

(a) The Company agrees to deduct from the wages of each employee upon proper authorization from the employee affected, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Company agrees to 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.

(b) 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, T-4, supplementary, or such other similar form furnished by the Federal Income Tax Authorities.

## **2.05 Union Representative Visits**

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

(b) Under no circumstances will a Union Representative interrupt, disrupt or stop any employee while engaged in the performance of their duties. If the Union Representative wishes to speak to any employee, they shall first obtain permission from the Plant Manager, who shall not unreasonably deny this request.

(c) Prior to entering the plant and before visiting the plant, the Union Representative shall contact the Plant Manager, or in their absence, the HR Manager or Director of Operations and advise that they intend to visit the plant. In the event that these three Management Representatives are absent the Union Representative shall contact a Production Manager in their place. The Company shall then allow the Chief Steward or their designated representative to accompany the Union Representative during such visits. In cases where such visits result in the Chief Steward or their designee being away from their work for a period of greater than one (1) hour, then such additional time will be without pay by the Employer.

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

## **ARTICLE 3 - MANAGEMENT**

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### **3.01 Management Rights**

The Management of the plant and direction of the working forces, including the right to hire, suspend, discharge for just cause, and the methods, processes and means of production and handling are vested exclusively in the Company, subject to the provisions of this Agreement. Cases of disagreement over the interpretation of this clause shall be dealt with in accordance with the Grievance Procedure in Article 11.

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

## **ARTICLE 4 - WAGES**

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### **4.01 Wage Schedule to Cover All Employees**

Attached to this Agreement shall be a Wage Schedule covering all employees. This shall not apply to employees excluded in Article 2.01. No employee shall hold more than one (1) classified position.

#### **4.02 Additions or Deletions to Wage Schedule**

Classification and rates of pay for such classifications shall be in accordance with the “wage schedule” which shall form part of this Agreement. Any additions or deletions to the present classifications shall be the subject of collective bargaining between the Company and the Union. Any new job rates agreed to shall be retroactive to such date the new job was instigated.

#### **4.03 Substitutions and Transfers to Jobs**

If an employee substitutes in any department on any job during the temporary absence of another employee, because of sickness, holiday leave or other similar cause **they** shall receive where such job pays less, **their** former rate of pay and where such job pays more, the rate applicable to the temporary job. In the case of temporary transfers, the basis of transfer shall be the junior qualified employee in the plant provided, however, no senior employee makes a request for such temporary vacancy/transfer. The word “temporary” as used in this Agreement shall be defined as a result of mutual agreement, arrived at after consultation between the Union and the Company, based upon the merits of each individual case. The Company agrees to notify the Chief Shop Steward in writing of the names of employees that are temporarily transferred for any period of time exceeding one (1) shift.

#### **4.04 Inequalities in Rates**

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

### **ARTICLE 5 - SENIORITY**

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**5.01** Seniority shall operate on a total plant basis except where otherwise provided in Articles 8.01, 8.04 and 9.06. Employees may not use their seniority during a short workday to displace a more junior employee if that displacement would result in the payment of overtime that would otherwise not be payable.

### **ARTICLE 6 - SAFETY AND HEALTH**

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#### **6.01 Provisions / Equipment / Responsibility**

The Company shall make reasonable provisions for the safety and health of employees of the plant during the hours of their employment. Protective devices and other equipment necessary to properly protect the employees from injury shall be provided by the Company with no cost to the employee, unless lost or misused by the employees. The word “misused” herein shall be defined as a result of mutual agreement arrived at between the Union and the Company based upon the merits of each individual case.

#### **6.02 Safety Committee Function**

There shall be a Union-Company safety committee which shall be set up as follows: The Company may appoint one (1) or more representatives from the Management staff (not to exceed three (3) and the Union may appoint up to three (3) representatives from their membership covered by this Agreement. Both parties in making their appointments shall be motivated by the need for selecting people who will best be capable of promoting safety

throughout the plant. The safety committee shall alternate chairman for each meeting. Minutes shall be kept by one mutually agreed secretary, who may be a member of the committee. Regular meetings of the Safety Committee shall be held monthly, with all members of the Safety Committee being present. The Union and Company co-chairs shall, by mutual agreement, establish the time and date for the monthly Safety Committee meeting referred to herein. It is understood that these meetings shall be held on "Company Time" exclusive of overtime.

### **6.03 Hard Hats / Committee Authority**

Safety hard hats with or without earmuff protectors, which are approved by WorkSafe BC may be supplied free of charge to employees where required. Safety Committee will be the judge on matters of safety and health, subject to the grievance procedure and arbitration.

### **6.04 Refusal of Unsafe Work**

No employee shall be disciplined or discharged for refusal to work on any job, or in any workplace or to operate any equipment where it is determined by representatives of the safety committee that the situation or person(s) is unsafe or unhealthy. The representatives referred to herein shall consist of at least one (1) Company nominee.

### **6.05 Safety Tests**

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

### **6.06 Parking Facilities**

The Company agrees to grade and maintain its parking facilities as required; **with inspections to happen annually.**

## **ARTICLE 7 - DURATION OF AGREEMENT**

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### **7.01 Duration**

Except where specifically stated to the contrary, the terms of this Agreement shall be in full force and effect from **July 1, 2020** up to and including **June 30 2024** and thereafter from year to year unless either party gives notice in writing of termination or amendment of not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the date of expiration.

### **7.02 Continuation**

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

## **ARTICLE 8 - HOURS OF WORK AND OVERTIME**

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### **8.01 Negotiated Schedule and Premiums**

(a) For the purpose of calculating if overtime is payable, the Company shall set an Hours of Work Schedule and negotiate with the Union. The Union recognizes the needs of the business

in negotiating changes in the hours of work schedule. Cases of disagreement may be dealt with under the grievance procedure beginning at the Second Step. The schedule of hours may vary from department to department but shall not total more than forty (40) for any one payroll week and must not exceed more than eight (8) hours per day, Monday through Friday, except where otherwise mutually agreed upon.

Effective the date of ratification of this (2010 – 2013) Agreement, the Company shall have the right to schedule hours of work in the Maintenance Department and the Schedule of Hours may vary, but shall not total more than forty (40) hours for any payroll week and must not exceed eight (8) hours per day, worked over five (5) consecutive days, or ten (10) hours per day over four (4) consecutive days Monday through Sunday. Employees hired prior to the date of ratification of this Agreement shall not be assigned to these shifts, except by application.

Effective the date of ratification of this (2013 – 2016) Agreement, the Company shall have the right to schedule hours of work in the IQF and Seasoning Department and the Schedule of Hours may vary, but shall not total more than forty (40) hours for any payroll week and must not exceed eight (8) hours per day, worked over five (5) consecutive days, or ten (10) hours per day over four (4) consecutive days Monday through Sunday. Employees hired prior to the date of ratification of this Agreement shall not be assigned to these shifts, except by application.

(b) For employees hired prior to the date of ratification of the 2013 to 2016 Agreement (July 6, 2014), all time worked before or after the negotiated schedule of hours shall be paid for at double time (2x) the employee's regular rate of pay. **Double time (2x) the regular hourly rate shall be paid to all employees for all hours worked on their 6th. and/or 7th. consecutive day. For the purposes of this Agreement an employee's sixth consecutive day shall be considered as his Saturday and his seventh consecutive day shall be considered his Sunday.**

For employees hired on or after the date of ratifications of the 2013 – 2016 Agreement (July 6, 2014), all time worked before or after the negotiated schedule of hours shall be paid at time and one-half (1-1/2X) the employee's regular rate of pay, except as follows: Double-time (2X) shall apply to all hours worked over 10 hours in a single day and to all hours in excess of fifty (50) worked in a single week. Double-time (2X) shall also apply to all hours worked on a Statutory Holiday, a Sunday (when Sunday is not part of their regular shift), or 7th consecutive day worked in a week. If the employee reduces their weekly hours below forty (40) in the week preceding a Saturday shift, such employee will not be eligible for the double-time (2x) rate for that Saturday shift until they have completed forty (40) straight-time hours worked.

(c) Employees may elect to bank hours of overtime, provided that no more than eighty (80) straight-time hours can be taken in paid time off per each calendar year. Banked hours are earned during the calendar year beginning January 1 to December 31. Any remaining balance of hours will be paid out by the end of the calendar year. Employees may elect to refer any remaining banked overtime over the next calendar year only, upon giving the Company two (2) week's written notice. Banked hours will be paid at the rate the employee was receiving at the time he earned the banked hours. Employees desiring to take time off under this section will give the Company two (2) weeks written notice on a form which shall be provided by the Company. Vacation requests will take precedence in conjunction with (9.06) Vacation Schedule. Portions of banked time may be taken off on a daily or weekly basis. **Banked time off shall be granted by mutual agreement between the employee and Supervisor, a sincere effort will be made to accommodate time of request.** Upon three (3) weeks' notice to the Company, hours banked, but not taken shall be paid upon request. Accumulated hours will be recorded and such recap shall be made available to employees upon request.

## **8.02 Four-hour Guarantee**

(a) Any employee who reports for work and who, by reason of some breakdown in the plant, is dismissed for the day, shall receive four (4) hours pay at least.

(b) An employee reporting to work late on his regular scheduled shift shall not be entitled to overtime rates of pay until completion of eight (8) hours. An employee reporting to work late on his regularly scheduled shift shall be obligated to complete his eight (8) hour shift if required by the Company.

## **8.03 Procedure for Changing Schedules**

The Company agrees that, except by mutual consent no individual's schedule shall be changed without twenty-four (24) hours' notice or a crew's schedule without five (5) working days' notice. In cases of "product shortages", shift changes for truck drivers will be upon twelve (12) hours' notice. The Union will be consulted before a crew's schedule or when feasible an individual's schedule will be changed. The Company shall have the right to start and stop crews within the range of the negotiated schedule. The word "crew" as used in this Agreement shall be defined as a result of mutual agreement between the Grievance Committee and the Company.

## **8.04 Overtime**

(a) When it is necessary to work overtime, the departmental steward, or their designate, shall canvass the employees regularly assigned and those who have been transferred for more than one (1) eight (8) hour shift, to the department requiring the overtime. The personnel selected shall be the senior qualified employees in the department where the overtime is required. Should the necessary employees not be available within the department, then the basis of selection shall be the senior qualified employees available in the plant. In the case of overtime on Saturdays, Sundays or Statutory Holidays, the basis of selection shall be the senior qualified employees in the department. In the event of unforeseen circumstances in the Live and Evisceration Departments, where humane handling of live product dictates, the Company and the Union shall meet to ensure sufficient staffing levels.

(b) Double time (2x) the regular hourly rate shall be paid to all employees for all hours worked on their 6th. and/or 7th. consecutive day. For the purposes of this Agreement an employee's sixth consecutive day shall be considered as his Saturday and his seventh consecutive day shall be considered his Sunday.

(c) The Company will limit overtime hours of work as far as reasonably possible. The Company will first discuss the matter with the Departmental Steward, if crew overtime is involved, or if overtime is involved for individuals. In those departments where there is no Departmental Steward, the Chief Shop Steward shall provide the Company with a list of employees who are to be approached as designates for the purpose of this clause. If overtime is necessary, the Union will encourage employees to work. In the event that the Company requires overtime all employees involved in the overtime shall be provided with notice to this effect when the Company is first aware of the overtime requirement or two (2) hours' notification on the day overtime is required unless otherwise mutually agreed. Such notice shall specify the expected duration of the overtime requirement.

(d) When overtime is required one (1) hour beyond the regular quitting time, a paid rest period of fifteen (15) minutes shall be granted before, during or after the overtime work. The provisions of this clause shall be administered by mutual agreement between the Union and the Company.

(e) It is agreed that all overtime work shall be voluntary, and that no employee shall be compelled to work over time, nor shall he be discriminated against for refusal to work overtime. If an employee agrees to work overtime, such employee shall be obligated to complete the overtime shift.

(f) Employees who work in excess of three (3) hours beyond their normal quitting time shall be allowed a thirty (30) minute meal period at the applicable overtime rate.

### **8.05 Statutory Holidays**

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

|                |                                     |                 |
|----------------|-------------------------------------|-----------------|
| New Year's Day | First Monday in August (B.C. Day)   | Remembrance Day |
| Good Friday    | Labour Day                          | Christmas Day   |
| Victoria Day   | <b>Truth and Reconciliation Day</b> | Boxing Day      |
| Canada Day     | Thanksgiving Day                    | Family Day      |

and any other holiday that may be declared by either the Federal or Provincial Governments. In the case of Part-Time employees the normal hours of work shall be defined as the average of the employee's daily hours of work, exclusive of overtime, for the days the employee has worked in the four (4) week period immediately preceding the week in which the holiday occurs.

(b) If an employee is required to work on any of the statutory holidays mentioned herein, he shall receive in addition, pay for hours actually worked on the statutory holiday at two (2) times his (her) regular job rate.

Employees working on any of the statutory holidays referred to herein may designate a day off to be taken in lieu of the statutory holiday worked. Such designation shall be on the basis of mutual agreement.

(c) A special holiday shall be a special and non-recurring public holiday of general observance other than a statutory holiday proclaimed by the Government of the Dominion of Canada, as for example V-J Day. Such days shall be recognized in addition to those listed in subsection (a) herein.

(d) In the event that a statutory holiday falls on an employee's regularly scheduled day(s) off, the Company shall designate a day(s) in lieu adjacent to the employee's scheduled days off in which the statutory holiday occurred and provide the employees with two (2) weeks' notice of the designated day.

In the event that Christmas and/or Boxing Day fall on an employee's regular day(s) off, the Company shall provide the employee with notice of the designated day(s) prior to the posting of that year's vacation schedule.

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

### **8.06 Lay-off or Recall in Holiday Weeks**

Employees on lay-off or who are recalled in the pay weeks in which the public holidays fall, shall receive eight (8) hours' pay at regular rates for such holiday, provided he receives pay for hours

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

#### **8.07 Recall Guarantee**

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

#### **8.08 Meal Periods**

An employee scheduled for a shift of more than four and one-quarter (4 1/4) hours shall receive an unpaid meal period of one-half (1/2) hour, not later than four and one-quarter (4 1/4) hours after the employee commences their shift. Employees required to work more than four and one-quarter (4 1/4) hours without a first meal period shall be compensated at one and one-half (1.5) their hourly rate for all times worked in excess of four and one-quarter (4 1/4) hours until a meal period is granted.

#### **8.09 Work Shortage and Ability in Layoffs**

The Company and the Union agree that in the event of a work shortage, ways and means will be discussed in an attempt to reduce the number of employees to be employed during the work shortage period. Such lay-offs regardless of their duration, shall be according to seniority. In cases where ability is being considered the determination of ability will be the subject of mutual agreement between the union grievance committee and the Company.

#### **8.10 Rest Periods**

An employee scheduled for a shift of not less than four (4) hours shall receive one fifteen (15) minute paid rest period. An employee scheduled for a shift of six (6) hours, shall receive one additional fifteen (15) minute paid rest period. Synchronized Industrial Time Clocks shall be affixed in conspicuous departmental locations throughout the plant.

#### **8.11 Automation and Technological Changes**

(a) The Company will provide the Union with three (3) months written notice of intention to introduce automation equipment which will result in displacement or reduction of personnel.

(b) Employees becoming redundant due to new equipment or procedures resulting from such new equipment shall be eligible for retraining to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such retraining will be provided by the Company without loss of pay to the affected employee(s).

(c) In cases where the retraining of employees is not practical, or where other positions with the Company are not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this section, shall receive all the benefits he had accrued during employment at the end of the recall period or at such earlier time as he may elect to terminate. Employees on recall under the provisions of this clause shall report to work within the stipulated period of time, as outlined in Article 10.09 - Seniority.

(d) A specified extension of the recall period where recall is applied under sub-section (c) above may be mutually agreed by the employee and the Company, subject to written approval by the

Union.

(e) Employees whose services are terminated because of automation or technological change shall receive a separation allowance in accordance with the scale outlined in Article 13 of the Agreement.

### **8.12 No Management Work**

Management personnel shall not be allowed to do production work, nor shall management personnel displace Union personnel. In cases where management is involved in the training of unqualified employees, such training shall not be considered a violation of this clause.

### **8.13 Absence During Statutory Holidays**

An employee who is absent for reasons of sickness, or non-compensable accident during the period in which a Statutory Holiday occurs, shall receive the difference between the daily indemnity rate and eight (8) hours net pay for such Statutory Holidays as occur during such absence. In the case of continued absences, the Company may request a Doctor's certificate to substantiate any illnesses. The word "continued" as used in the Agreement shall be defined as a result of mutual agreement arrived at between the Union grievance committee and the Company based upon the merits of each individual case. Any employee who is absent for reasons of compensable accident during a period in which a Statutory Holiday occurs shall receive the difference between the WorkSafe BC benefit entitlement and eight hours net pay at his regular rate for such Statutory Holidays as occur during such absences.

### **8.14 Off-shift Premium**

Each employee shall receive an off-shift premium of forty-five (45) cents per hour for all hours worked on shifts commencing between 12:00 noon and 7:59 p.m.

**Effective September 5, 2022, all employees will receive a one dollar (\$1.00) per hour shift premium for all hours worked on shifts which commence after 7:59 p.m. and prior to 4:00 a.m. the following morning.**

### **8.15 First Aid Premium**

A premium of **\$1.50** per hour will be paid to all Certified Level 2 First Aid Attendants, for all hours worked.

### **8.16 12 Hours Rest Between Shifts**

All employees shall be entitled to twelve (12) hours of rest between shifts.

### **8.17 Injury / Wage Protection / Transportation**

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

**8.18 Establishing Rates for New or Changed Jobs**

(a) Establishing rates for new or changed jobs shall be handled in accordance with Article 4.02.

(b) If agreement is not reached when the job is started, the Company will pay the rate set and if in the final settlement the rate is increased it will be paid retroactively. Similarly, the rate will be paid retroactively when its establishment has been delayed beyond the date the job reaches normal operation.

(c) Disagreement mentioned in paragraph (b) above will be subject to the grievance procedure beginning at the second step.

**8.19 Lay-off Option**

In the event that there is a short work week or a reduction in the work force, it is understood and agreed that employees may use their seniority, in order of seniority, for the purposes of electing to be laid off, for that specific reduction period, rather than to remain on the payroll during short work weeks. The employee shall make application to his supervisor in writing to be laid off for the short work week(s) on a form to be provided by the Company.

**ARTICLE 9 - VACATION POLICY**

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**9.01 Vacation Entitlement**

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

|                                     |                 |
|-------------------------------------|-----------------|
| After one (1) year .....            | two (2) weeks   |
| After three (3) years.....          | three (3) weeks |
| After eight (8) years.....          | four (4) weeks  |
| After thirteen (13) years.....      | five (5) weeks  |
| After seventeen (17) years .....    | six (6) weeks   |
| After twenty-three (23) years ..... | seven (7) weeks |

Effective July 24, 2008, employees hired after June 25, 1998 shall be subject to the following vacation schedule:

|                                    |                 |
|------------------------------------|-----------------|
| After one (1) year .....           | two (2) weeks   |
| After five (5) years.....          | three (3) weeks |
| After nine (9) years.....          | four (4) weeks  |
| After seventeen (17) years .....   | five (5) weeks  |
| After twenty-two (22) years.....   | six (6) weeks   |
| After twenty-eight (28) years..... | seven (7) weeks |

**9.02 Calculation of Holiday Pay**

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

(a) For employees with under three (3) years seniority two percent (2%) of his total earnings for the previous year per each week of vacation entitlement.

(b) For employees with three (3) years seniority and over, pay on the basis of the average weekly hours worked, including overtime, over the previous year, times the employees regular rate of pay he is receiving at the time vacation is taken or requested; or; two percent (2%) of his total earnings for the previous year per each week of vacation, whichever is the greater amount.

In order to determine which of these two (2) calculations results in the greater amount, the Company agrees to issue a written statement, showing both calculations to each employee with three (3) years seniority and over. This statement shall be issued to employees upon receipt of their vacation pay and listed on the vacation pay cheque stub.

(c) Employees with three (3) years seniority and over, who are absent for reasons of sickness and/or accident, who return to work following these phases, shall nevertheless be entitled to annual vacations as set out in Article 9.01 and pay for such vacations shall be provided for in 9.02 (d), and these days of absence shall be considered as days worked for the purposes of this Agreement.

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

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

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

(e) In case of sickness or non-compensable accident employees shall upon their return to service with the Company receive service credit for each week of such absence not to exceed twenty-six (26) weeks as if earnings had been received, on the bases of forty (40) hours per week at his regular rate of pay. The provisions of this clause shall be restricted to a total maximum accumulation of twenty-six (26) weeks in each calendar year.

It is understood and agreed that the "regular rate" shall be defined as the rate being paid at the time vacation is taken or at the time vacation pay is requested. It is further understood and agreed that the "regular rate" shall be the rate paid in accordance with the wage schedule, for the job or classification to which an employee is assigned. It is understood that such assignment shall be for a period of not less than four (4) weeks.

### **9.03 Payout and Advance Payment of Vacation Earned**

Earned vacation privileges not exercised shall be paid if and when an employee quits or is discharged for just cause from service at a rate equal to the amount of vacation earned.

(a) Employees hired prior to the date of ratification of the 2013 to 2016 Agreement (July 6, 2014) are entitled to receive their vacation pay at any time in advance if they so request upon three (3) weeks' notice to the Company. Employees wishing their holiday pay must have their holidays selected on the "vacation schedule" prior to receiving their pay. Except as otherwise

provided herein, vacation pay will be paid at the commencement of the employees scheduled vacation.

(b) Employees hired on or after the date of ratification of the 2013 to 2016 Agreement (July 6, 2014) will receive the applicable vacation pay in the pay period which coincides with their vacation taken.

#### **9.04 Eligibility / Individual Anniversary**

(a) An employee hired prior to the ratification of the 2013 - 2016 Agreement (July 6, 2014) who has received his first vacation is thereafter eligible to receive subsequent annual vacations any time on or after his personal anniversary date in accordance with the provisions of Article 9.05. If due to the provisions of this clause, employee(s) are entitled to an amount of vacation providing for service of less than one (1) year, such employee(s) shall have their calculation of vacation pay determined as outlined under the provisions of Article 9.01. The Company and the Union agree to recognize "personal" anniversary dates for the purposes of vacation eligibility and calculations for employees hired prior to the ratification of the 2013 - 2016 Agreement (July 6, 2014).

(b) An employee hired on or after the date of ratification of the 2013 - 2016 Agreement (July 6, 2014) who has received **their** first vacation is thereafter eligible to receive subsequent annual vacations any time on or after January 1st in the succeeding vacation year in accordance with the provisions of Article 9.05. If, due to the provisions of this clause, employee(s) are entitled to an amount of vacation providing for service of less than one (1) year, such employee(s) shall be entitled to vacation on a prorated basis of one (1) day for each month of service to a maximum of ten (10) days, with pay based on four percent (4%) of gross earnings in the previous year.

#### **9.05 Selection of Vacation Periods**

The selection of vacation periods shall be on the basis of seniority in each department with the senior employee being given first preference. A Booking Schedule will be prepared to allow employees to book their vacations by seniority, and for their selections to be approved in a timely manner to ensure completion of the vacation schedule. Employees will be listed in order of seniority within each department and will be designated into sections within the booking schedule.

The booking schedule will be divided into five (5) sections, and will allow employees designated into each section two (2) weeks to book their holidays. The number of employees assigned to each section will be determined by dividing the number of employees in the department by five (5).

Employees with the most seniority, in order of seniority, will be permitted to book their vacations during the first two (2) week section. Employees with the next level of seniority, in order of seniority, will book their vacations during the second two (2) week section. Each successive group of employees will also be permitted to book vacations during their corresponding two (2) week section.

Vacation may be granted at any time, subject to the demands of the business, but the Company will make a sincere effort to grant vacations at the time requested by the employees.

#### **9.06 Vacation Schedule**

The Company in full cooperation with the Union Steward will post a "Vacation Schedule"

beginning the last Monday in November on the Union bulletin board in order to determine the employee's desired vacation times. The selection of vacation will be done according to the vacation booking schedule and will be completed not later than the first Monday in February, in each year, with the allotted times signed for by both parties and copies immediately provided to the Chief Shop Steward. Employees who fail to book their vacation by the date indicated on the Booking Schedule may lose their preferred time off to a more junior employee. Employees who fail to book vacation weeks by the completion date for the vacation schedule will have their vacations assigned by the Company based on the demands of the business. Such assignment by the Company will be completed by the second Monday in February. The Company and the Union agree to the following schedule off on vacation per department at any one time. The following shall be considered as departments for "All" purposes of this Agreement:

| <b>Department</b> | <b>Section of Vacation Schedule</b> | <b># Shifts for Vacation Schedule</b> |
|-------------------|-------------------------------------|---------------------------------------|
| <b>Seasoning</b>  | <b>Seasoning</b>                    | <b>1 (All shifts combined)</b>        |
| Kill              | Kill                                | 2 (Night / Day)                       |

| Department      | Section of Vacation Schedule       | # Shifts for Vacation Schedule |
|-----------------|------------------------------------|--------------------------------|
| Eviscerating    | Eviscerating                       | 2 (Night / Day)                |
|                 |                                    |                                |
| MX              | MX                                 | 2 (Night / Day)                |
| Deli            | Deli                               | 2 (Night / Day)                |
|                 |                                    |                                |
| Boneless        | Boneless                           | 2 (Night / Day)                |
|                 |                                    |                                |
| IQF             | IQF                                | 3 (Night / Day / Afternoon)    |
|                 |                                    |                                |
| Traypack        | Traypack                           | 1 (Day)                        |
| BSDM            | BSDM                               | 2 (Night / Day)                |
|                 |                                    |                                |
| Shipping        | Drivers / Shippers                 | 2 (Day / Afternoon)            |
|                 | Picker / Warehouseman              | 3 (Night / Day / Afternoon)    |
|                 |                                    |                                |
| Maintenance     | Maintenance                        | 1 (All shifts combined)        |
|                 |                                    |                                |
| Sanitation      | Clean-up                           | 1 (All shifts combined)        |
|                 | Janitorial / Lug Wash / Op. San.   | 1 (All shifts combined)        |
|                 |                                    |                                |
| All Departments | Level 2 (or 3) First Aid Attendant | 1 (All shifts combined)        |

The vacation schedule will reflect the above grouping of employees for the purpose of booking vacations. The maximum number of employees absent each week for scheduled vacation in each department vacation shift shall be determined by the following calculation:

Total number of vacation weeks in the department's vacation shift schedule divided by fifty-two (52) weeks per year = number away per week in the vacation year for that department's shift vacation schedule. The resulting number must be a whole number; if the result is not a whole number, then it will be rounded up to the nearest whole number for all weeks of the year.

### 9.07 Statutory Holiday During Vacation

If a paid holiday falls within the employee's vacation period, the Company will allow the employee concerned a compensatory day's holiday with pay.

**These compensatory days holiday with pay shall be required and booked within the calendar year in which it is earned. The booking of these days shall not impact vacation scheduling and a sincere effort shall be made to grant time off as requested by the employee. Should the compensatory day with pay not be scheduled before the end of the calendar year in which it is earned, it shall be paid out by January 31, of each year.**

### 9.08 Banking

(a) Employees entitled to vacation will not be allowed to take money in lieu thereof.

(b) Bargaining Unit Employees may bank their third (3<sup>rd</sup>) and subsequent weeks of vacation, provided they notify the Company in writing by December 31<sup>st</sup>, in the year prior to banking vacation. Employees must get agreement with the Company on when they can take the banked time off. Banked vacation may be taken off in accordance with the provisions of Articles 9.05 and 9.06.

(c) Employees shall notify the Company of their desire to bank vacation credits not later than December 31, in the year prior to their intention of accumulating vacation credits.

(d) Accumulated vacation entitlement shall be paid at the rate equal to the highest rate of pay the employee received, subject to Article 9.02 during the year in which the vacation entitlement was banked.

#### **9.09 Vacation Pay During Lay-off**

An employee eligible for vacation who is laid off because of reduction in his crew, shall be allowed pay for the vacation for which he has qualified.

#### **9.10 Separate Cheque**

Vacation pay shall be paid to the employee by separate cheque.

#### **9.11 Pay on Company Time**

**Direct Deposit Pay System:** It is understood that the employees may select the banking institution of their choice and may change that designation by giving the company thirty (30) days' notice.

#### **9.12 Payday Defined**

The Company shall continue to pay all employees their pay cheques on the pay day presently in effect. In the event there is a Bank Holiday on their regular pay day, employee pay will be issued the day prior to the Bank Holiday. It is agreed that for the purpose of this clause, the pay day referred to shall be defined as Friday.

#### **9.13 Remuneration**

Payment of wages shall be received for all time worked on the basis of agreed remuneration for each minute of work performed.

### **ARTICLE 10 - SENIORITY**

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#### **10.01 Probationary Period**

After an employee has an accumulative period of service of **ninety (90)** days worked with the Company, **they** shall be granted seniority, which shall date retroactively to the date **they** entered the employ of the Company.

#### **10.02 Filling of Vacancies**

(a) In the Bargaining Unit, the filling of permanent vacancies shall be based on ability and seniority. Ability being sufficient after a reasonable trial to do the job, seniority shall prevail. A reasonable trial shall not be less than twenty (20) working days, however, if mutually agreed this period may be extended a maximum of ten (10) working days. Employees shall receive the

applicable job rates provided for in the Wage Rate Schedule for the job or jobs they have been posted or appointed to when they become qualified. The Chief Shop Steward shall be notified in writing no later than two (2) working days after the expiry date of the job posting as to which applicant has been chosen to fill the vacancy. All vacancies shall be posted within two (2) working days from the time they became vacant. A vacancy exists when it is performed for fifty percent (50%) or more of the regular work week for six (6) consecutive weeks. If it is obvious that a person cannot qualify or is causing serious loss or damage to product or equipment, he may be removed at any time and returned to his prior position.

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

(c) Vacancies within the Bargaining Unit shall be posted for five (5) working days to give employees with seniority ample time to apply. In the case that no application is received for any posting, the vacancy shall be filled by appointment, and the appointee automatically given posted status. Classified employees are not subject to being appointed unless they voluntarily relinquish their posted position. Transfer to jobs will be made within ten (10) working days from the date the posting was awarded. Vacancies being posted as a result of the provisions of this clause, shall also include the specific shift and such shift shall subsequently form a part of the posting. Furthermore, the posting shall clearly identify the opening and closing dates for applications, the title of the vacant position, applicable rate of pay for such vacant position. When a posted employee is laid off, he shall return to his prior position upon recall, provided that the period of layoff does not exceed three (3) months. Temporary vacancies such as sickness, compensation and holidays etc. need not be posted. The word "temporary" as used in this Agreement shall be defined as a result of mutual agreement between the local grievance committee and the Company based upon the circumstances of each individual case.

(d) Only the original vacancy and the two (2) successive vacancies thus produced will be posted, the subsequent vacancy being filled by appointment, with the appointee automatically given posted status. In any case, there shall not be more than one (1) posting per three (3) consecutive months per employee. This three (3) month period shall commence from the date that the applicant or appointee was awarded the posting. An appointment to a job, shall not constitute one of the postings that employees are entitled to secure per each three (3) month period.

(e) A standard application form shall be designed and agreed upon between the Company and the Union. All employees applying for vacancies shall be required to file their application in duplicate - one with the Union and one with the Company. For this purpose, two (2) locked boxes shall be permanently fixed at the location of the plant bulletin board for the receiving of employee applications. The Company and the Chief Shop Steward shall each have a key to the application boxes.

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

(g) Should any job function/position be transferred from one shift to another, as a consequence of the "Letter of Understanding" dated September 12, 1992, such transfer of position(s) shall not constitute a "vacancy" within the meaning of Article 10.02 and these job functions shall not be subject to the normal "Posting Provisions."

The application of this “Hours of Work Schedule” is conditional upon agreement by the Company to post all job vacancies as outlined by separate list and agreed to on December 28, 1992, identifying thirty-two (32) job vacancies.

(h) Leave for Supervisory Position: Any employee offered a supervisory position by the Company shall be granted a three (3) month leave-of-absence in order to assess their qualifications for such position. Employees on leave under this provision shall continue to pay their regular monthly union dues/ deductions. At the end of this assessment period, the employee can choose to return, or the Company can require the employee to return, to the Bargaining Unit without loss of seniority. This leave-of-absence provision shall be restricted to one (1) application by an employee during their employment career with the Company.

### **10.03 Rehabilitation Program**

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

(b) Employees covered under the provisions of this clause must present a Doctor’s certificate authorizing their return to the work force.

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

(d) Employees being assigned under the provisions of this clause shall be eligible to receive the customary trial period in order to qualify for such postings as outlined in Article 10.02.

(e) An employee absent for three (3) days or longer is required to furnish a Doctor’s note to verify his reasons for absence or to authorize his return to work after illness or injury. For WorkSafe BC claims of any duration, an employee may be required to furnish a Doctor’s note to authorize his return to work after such disability or injury.

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

(g) The employer, employees, and the union recognize and will abide by the guidelines in the Canadian Human Rights Act regarding Duty to Accommodate.

### **10.04 Seniority Records**

Seniority records will be made available to the Union once per month on the first Wednesday following pay day. One (1) copy shall be provided to the Chief Shop Steward which shall contain the employee’s most recent telephone numbers. Additional copies will be provided upon request.

### 10.05 Loss of Seniority

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

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

| <i>Length of Seniority at date of Separation</i> | <i>Length of Allowable Time Off Payroll</i>              |
|--|--|
| Over 45 working days to 6 months                 | Time equivalent to one-half (½) their length of service  |
| Over 6 months                                    | Time equivalent to length of service up to two (2) years |

### 10.06 Seniority in Lay-offs

On reducing and increasing forces, seniority shall govern, provided the senior operator is capable of handling the work performed by the operator of lesser seniority. In cases of dispute, it shall be subject to the grievance procedure. It is understood that the order of layoff regardless of duration or recall shall be in accordance with the seniority records list referred to in Article 10.04.

### 10.07 Notice of Lay-off to Chief Steward

A list of employees to be laid off or recalled shall be given to the Chief Steward of the plant or their designee, at least one (1) week in advance of such lay-off or recall where reasonably possible.

### 10.08 Seniority in Recall

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

### 10.09 Recall to Work After Lay-off

Any laid off employee who has been notified by registered letter at **their** last known address to return to work and within seven (7) working days has failed to do so, or failed to contract the office, shall be considered to have quit his employment voluntarily and his existing seniority rights shall thereupon be terminated. When any such notice is sent to an employee by registered letter, copy thereof shall be sent concurrently to the Union grievance committee.

### **10.10 Union Leaves of Absence**

(a) One (1) employee who may be elected or appointed to a full time position with the Union, upon proper notice to be agreed upon by the parties of this Agreement, shall be granted a leave of absence, without pay, not to exceed three (3) years. Upon one week's notice of his desire to again return to work for the Company, he shall be placed upon his job previously held, or in the event that the job has been eliminated one of equal pay, without loss of seniority, provided he is physically fit and capable of performing the work. Leave of absence under this clause will be given in writing by the Company.

(b) Leave of absence shall be granted upon request by an employee who has been elected or appointed to attend any function on behalf of the Union. Such employees shall continue to accumulate seniority for the period covered by this Agreement and upon their return to work shall be reinstated in the job held prior to the leave or of equal rating. Employees on leave under the provisions of this clause shall receive eight (8) hours pay at their regular rate for Statutory Holidays which occur during such leave of absence. Under the provisions of this clause the Company will be provided with two (2) working days' notice wherever possible.

For Union leaves of absence in excess of thirty (30) calendar days the Union will pay to the Employer, in advance of such leave, all premiums related to the employee's BC M.S.P., Dental Plan, Life Insurance, A.D. & D., Short Term Disability, Extended Health Benefits; and Pension contributions for the duration of the leave. Part months shall be pro-rated on the basis of a thirty (30) calendar day month.

In the event that an employee returns to work before the expected return date for the leave, the Employer shall reimburse the Union for premiums and pension contributions calculated from the actual return date to the end of the period for which the premiums and contributions were prepaid.

### **10.11 No Interruption of Seniority**

If an employee is absent from work because of sickness, approved leave of absence or accident **they** shall not lose seniority rights and shall also return to the position held prior to **their** absence or in the event that the job has been eliminated to one of equal rating, providing **they are** capable of performing former duties. In the case of sickness and accident, it shall be the duty of each employee so absent to notify the Company weekly of the reasons for absence and how long they expect their absence will last. Under the provisions of this clause, employees shall continue to accumulate seniority during such absences. It is agreed that employees give notice, where possible, of not less than three (3) days prior to their return to work after being absent for more than five (5) working days.

### **10.12 Leave of Absence in Writing**

Requests for leave of absence must be submitted in writing and in no case exceed a three (3) month period, provided, however, that it may be extended upon agreement by the parties hereto.

### **10.13 Pregnancy and Parental Leaves**

Pregnancy Leave (Section 50 of the Employment Standards Act)

(1) A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave

(a) beginning

- (i) no earlier than 11 weeks before the expected birth date, and
- (ii) no later than the actual birth date, and

(b) ending

- (i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and
- (ii) no later than 17 weeks after the actual birth date.

(2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

(3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, **they are** unable to return to work when **their** leave ends under subsection (1) or (2).

(4) A request for leave must

(a) be given in writing to the employer,

(b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

(5) A request for a shorter period under subsection (1) (b) (i) must

(a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and

(b) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the employee is able to resume work.

### Parental Leave

(1) An employee who requests parental leave under this section is entitled to,

(a) for a parent who takes leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 50 unless the employer and employee agree otherwise,

(b) for a parent, other than an adopting parent who does not take leave under section 50 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,

(c) [Repealed 2011-25-327(c).]

(d) for an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within

52 weeks after the child is placed with the parent.

(2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional 5 consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).

(3) A request for leave must

(a) be given in writing to the employer,

(b) if the request is for leave under subsection (1) (a), (b) or (c), be given to the employer at least 4 weeks before the employee proposes to begin leave, and

(c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

(4) An employee's combined entitlement to leave under section 50 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under section 50(3) or subsection (2) of this section.

*The language above reflects current Regulations contained under BC Employment Standards Act. If, at a future date, BC Employment Standards regulations are amended with respect to these provisions, then the Collective Agreement terms will automatically change to reflect these amendments.*

#### **10.14 Seniority Defined**

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

#### **10.15 Seniority During Lay-off**

Employees while on layoff and who return to work following layoff, within the time of allowable breaks as outlined above shall continue to accumulate seniority during the layoff period as outlined in Article 10.05.

#### **10.16 Notice of Lay-off**

In the case of layoff, all employees shall receive notice in accordance with the following scale or receive pay in lieu of notice.

After one (1) year seniority ..... five (5) working days  
After six (6) months seniority ..... three (3) working days  
Less than six (6) months seniority ..... two (2) working days

#### **10.17 Rotating Shift Work by Mutual Agreement**

The designation of "rotating shift work" shall apply by mutual agreement only.

## ARTICLE 11 - GRIEVANCE PROCEDURE

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### 11.01 Grievance Committee Structure

(a) A Grievance Committee, the number not to exceed two (2), who shall be regular employees of the Company, shall be elected by the Union in a manner determined by them, and the Company shall be kept informed of the personnel of this committee.

(b) Shop Stewards, the number to be decided by the Union shall be elected by the Union in a manner determined by them and the Company shall be kept informed of the personnel of the Shop Steward.

(c) All grievances shall be taken up with the Company within ninety (90) days of the Grievor becoming aware of the alleged violation of the Agreement, on company time during working hours.

(d) If a steward or Chief Shop Steward or Grievance Committee Member has to leave his job or department in connection with a grievance he shall first secure permission from the foreman before leaving the job or department. Such permission shall be granted as promptly as possible but shall in no case exceed one-half (1/2) hour.

(e) It is agreed that the purpose of the grievance procedure will be to settle all grievances promptly, and that consultation at any step on the following procedure will take place quietly and speedily so that friction or animosity will be reduced to a minimum.

(f) The Company recognizes the right of the "Grievance Committee" to process any grievance that is brought to their attention as outlined under the provisions of (c) above.

(g) The Company will provide for a meeting room where bargaining unit personnel records can be stored and interviews can take place between Shop Stewards, Grievance Committee Members and Bargaining Unit Employees.

(h) Justice & Dignity Clause: Any employee whom the Employer suspends or discharges or whom it contends has lost **their** seniority rights shall be retained at or returned to active work until any grievance contesting such suspension, discharge or break in service question is finally resolved through the grievance/arbitration procedure.

(i) Notwithstanding (a) above, an aggrieved Employee may be removed from active work if they have re-offended within the twenty-four (24) month period referred to in Article 12.20, by violating the terms of a prior reinstatement Agreement, or if there is a clear and present danger to the safety of Employees or Company equipment, or if the employee has intentionally damaged property or product, or if the Employee is obviously delinquent of theft, fighting or concerted refusal to perform their assigned work.

(j) Grievances involving employees who are retained at work under this provision will be handled in the expedited procedure unless the Union Representative and the Manager of the Company mutually agree otherwise. If the Arbitrator upholds the suspension or discharge or break in service under any Articles of this Agreement, of an employee retained at work, the penalty shall be instituted after receipt of the arbitration decision.

(k) The above references to suspensions, discharges and terminations are examples and are not intended to be all inclusive but indicate how various types of issues will be handled.

(l) No employees shall be disciplined or discharged without just and sufficient cause.

## **11.02 Grievance Procedure**

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

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

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

**Third Step:** (a) Any disagreement, grievance or dispute arising under this Agreement which is not settled to the satisfaction of either the Union or the Company under the provisions of this Article shall upon written notice of either party be submitted to an Arbitration Board, which shall be bound by the rules of this Agreement. In circumstances where both the Union and the Company feel they could resolve the grievance through mediation, the parties can elect jointly, in writing, to enter into a mediated process prior to arbitration. The Board shall consist of one member named by the Union, one named by the Company and the third agreed on by the two parties. In the event of failure to agree to a third party within one week he shall be appointed by the Minister of Labour for the Province of British Columbia. Any expense incurred as a result of the appointment of the third party shall be borne in equal shares by the Company and the Union. Decisions of the Arbitration Board shall be determined by a majority of the members of the Board. The decision of the Board shall be rendered within two (2) weeks. The time limits referred to herein may be extended by mutual agreement. The parties agree that a "single arbitrator" may act by mutual agreement. In such case the single arbitrator will be selected between the parties.

(b) In areas where there is no Steward, the grievance shall be taken up as outlined in this Article by the Chief Shop Steward, or his designated representative.

(c) Saturdays, Sundays and Statutory Holidays shall not be considered as "working days" wherever this phrase occurs in this Agreement.

(d) Notwithstanding the provisions of Article 11.01 (a) above, the aggrieved employee may be present, in addition to the Grievance Committee, if required by either party.

### **11.03 Error in Earnings**

When a grievance which involves an error in the proper earnings of an employee is subsequently settled and as a result of such settlement the wage of an employee is increased, such increase shall be made retroactive to the date on which the error in the earnings was made. If the date cannot be established, then the increase shall be effective the date the grievance was laid or such other date as may be agreed upon. Any errors in payroll earnings, at no fault of the employee, greater than one (1) day's pay for that employee, shall be corrected within three (3) business days or less. Payroll errors less than those amounts shall be corrected by the next payroll.

### **11.04 Steward's Presence During Discipline & Procedure**

(a) When the Company deems it necessary to discipline an employee they shall have the Union Steward present. The Union Steward shall be the one who is chosen by the employee and is present in the plant. **In the event a steward is not available the employee must choose another union member to be present.** If the employee or employees concerned feel they have been unjustly dealt with, they shall grieve within two (2) working days. In the case of suspension or dismissal the Union Steward and Chief Steward or their designated representative shall be present. In the case of dismissal, the procedure shall be as in 11.04 (b).

(b) If an employee is dismissed for any reason whatsoever and feels he has been unjustly dealt with he shall within three (3) working days from receipt of notice of dismissal, notify the Grievance Committee who shall within one (1) working day notify the Company in writing. The dismissal shall then constitute a grievance and shall be dealt according to the Grievance Procedure beginning with the "Second Step." If subsequently, it is decided that the employee was unjustly dismissed, he shall be reinstated in his former position and shall be paid for this period during which he has not worked as if he had not been dismissed, or granted such lesser compensation as seems fair under the circumstances.

### **11.05 Notification of Suspension or Discharge**

The Company must give the Chief Shop Steward and/or members of the Grievance Committee notice in writing of the suspension or discharge of any employee and the reasons on the day such action is taken.

### **11.06 Settlement Final and Binding**

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

## **ARTICLE 12 - MISCELLANEOUS ITEMS**

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### **12.01 Leaves of Absence**

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

(b) Leave of absence in excess of one week before being granted must be requested in writing and approved by the Company.

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

(d) Up to five (5) employees, with three (3) years' seniority will be granted Leave of Absence for up to nine (9) weeks, once per five (5) year period. In the event that there are more than five (5) applicants for leave under this provision, then leave will be granted to the five (5) senior applicants. All applications for leave under this provision must be made in writing to the Company and Union no later than November 30<sup>th</sup> in the year preceding the date the leave is to commence. Employees who obtain leave under this provision shall be responsible for the cost of the premiums for the Health and Welfare Benefits in 12.07 (b), (c), (i), (ii), (d) and (e).

### **12.02 Restrictions on Leaves of Absence**

Except where otherwise provided for in this Agreement leave of absence will not be granted for the purpose of allowing any employee to take another position temporarily, try out new work, or venture into business for himself.

### **12.03 Pay on Company Time**

All employees shall receive their pay (including vacation pay) on Company time. Total deductions and earnings which are variable shall be shown on the cheque stub. Total deductions and earnings which do not vary, week by week, shall be itemized on a card to be furnished each employee, which may be changed periodically as required. The amount of regular hours, overtime hours, and rates of pay shall be shown separately on the cheque stub. Payment shall be to the minute as indicated on the time clock for all time worked.

### **12.04 Clothing Changes and Relief**

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

### **12.05 Gender**

It is understood where the word "he" is used in the Agreement, it shall also cover female employees.

### **12.06 Laundry Service**

Laundry service shall be maintained as agreed between the Union and Company. All employees shall be supplied with clean laundry when reasonably required by the employee. Smocks or coveralls in good repair shall be supplied to employees as they require them. This will include a supply of clean coveralls to the Live-Hang staff. Steel mesh gloves shall be supplied to employees as required.

### **12.07 Health and Welfare Benefits**

The cost of providing the following coverage shall be borne by the Company:

(a) Group Benefit Plan and Provincial Medical Services Plan

The Company provides health and welfare benefits as outlined below. The cost of providing this coverage shall be borne by the Company, for full time eligible employees who have completed 4,160 hours of continuous service (2,080 hours of continuous service for dental coverage for full time eligible employees hired prior to July 16, 2017, 4,160 hours worked of continuous service for full time eligible employees hired after [ratification date]) with the Company, subject to:

- for benefits of the Company’s Group Benefit Plan (life insurance, accidental death and dismemberment insurance, weekly indemnity coverage, global medical assistance coverage, extended health care coverage and dental care coverage), any current restrictions on eligibility for employees and qualified dependents and restrictions on coverage and payments as determined by the Group Benefit Plan’s underwriter, and subject to the employee being enrolled for coverage under the Group Benefit Plan.
- For the provincial medical services plan (MSP), the employee providing all required enrolment information to Payroll and the employee and eligible dependents being eligible for coverage by MSP.

Group Benefit Plan and MSP coverage will commence on the later of (1) the first day of the month following the month of qualification and (2) the first day of the month following the submission by the employee of all completed required forms to Payroll.

The Group Benefit Plan shall be administered in accordance with the regulations outlined in the plan documents and insurance underwriter’s policies.

- i) 100% of the premium costs of the follow benefits of the Group Benefits Plan, including (Qualified Dependents are as defined in the Group Benefits Plan):

***All benefit increases shall be effective the first day of the following month after ratification of this collective agreement.***

| Benefit                            | Coverage  | Applicability                     |
|------------------------------------|---|-----------------------------------|
| Group Life Insurance               | <b>\$34,000.00</b>  | Employee                          |
| Accidental Death and Dismemberment | <b>\$27,000.00</b>  | Employee                          |
| Weekly Indemnity                   | 75% of average weekly earnings to a maximum of \$525.00 and a maximum of 15 weeks<br>Payable from the 1 <sup>st</sup> day of accident or hospitalization, and from the 4 <sup>th</sup> day of illness | Employee                          |
| Extended Health Care               | 80% of eligible charges to a maximum of <b>\$1950.00</b> per person or  | Employee and Qualified Dependents |

|                 |  |                                   |
|-----------------|--|-----------------------------------|
|                 | per family per year. \$25.00 per person deductible.  |                                   |
| Orthotics       | \$500.00 once every 3 calendar years   | Employee and Qualified Dependents |
| Hearing Aids    | \$500.00/ 5 years  | Employee and Qualified Dependents |
| Vision care     | \$370.00 /24 months or a one-time payment of \$370.00 toward laser eye surgery or <b>toward eye exams every 24 months</b>  | Employee and Qualified Dependents |
| Dental coverage | Basic services: 100% of eligible charges<br>Major services: 75% of eligible charges<br>Orthodontic: 50% of eligible charges<br>Annual maximum for basic and major services: \$2,150.00<br><br>Lifetime maximum for orthodontic: \$2,150.00 | Employee and Qualified Dependents |

Services of a licensed chiropractor, naturopath, osteopath, podiatrist, chiropodist, massage therapist or acupuncturist to an annual maximum of \$525.00 per person or \$735.00 per family per practitioner, and **\$35.00** per visit for first 12 visits.

Services of a physiotherapist, occupational therapist or speech therapist to an annual maximum of \$525.00 per person or \$735.00 per family, and **\$35.00** per visit for first 12 visits.

Global medical assistance for employees and qualified dependents.

- ii) 100% of the premium costs of the Provincial Medical Services Plan (MSP) for single or family coverage (for eligible individuals and their dependents, as defined by MSP).

Benefit booklets will be made available for employees, upon enrolment.

The Employer reserves the right to change Insurance carriers at any time provided that in the event that the carrier is changed, an equivalent level of benefits will be maintained.

It is agreed and understood that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefits plans, that neither the Union nor the Company has any responsibility for ensuring that all requirements for eligibility or conditions of coverage or entitlement of benefits are met by the employee, beyond the obligations specifically stipulated in this agreement.

(b) Pension: (1) The Company agrees to sign the Participation Agreement with the Canadian Commercial Workers Industry Pension Plan and contribute as follows:

Effective July 1, 2008 this amount shall be eighty-six cents (\$0.86) per hour per employee. Effective July 1, 2009 this amount shall be increased by ten cents (\$0.10) to ninety-six cents (\$0.96) per hour per employee. Effective September 1, 2010 this amount shall be increased by eleven cents (\$0.11) to one dollar, seven cents (\$1.07) per hour per employee.

(2) For purposes of paragraph (a) above, hours paid means all hours worked or paid to all employees.

The maximum number of hours paid per week is the number of hours of the normal week of full time employees in the Bargaining Unit.

The said hours paid will include the hours paid by the employer for the time not worked because of illness or accident, vacations, statutory holidays, bereavement leave, jury duty, paid time for negotiations or grievance meetings, etc.

(3) The employer agrees to sign the "Participation Agreement" and supply any other documents, forms reports or information as requested/required by the Trustees of the Pension Plan.

(4) The employer shall forward all contributions, supported by a report in a format to be designated by the Trustees, together with a list of all employees and the number of hours paid and worked for each employee in each month. Contributions shall be made within 15 days following the end of each month.

The employer agrees to comply with all requests to the Board of Trustees in regard to entry into the Plan, to abide by all the rules and decisions of the Board of Trustees as decided from time to time and specifically to pay late remittance penalties and any costs incurred by the Board of Trustees because the employer failed to remit contributions in the form and on the date required by the Trustees.

(c) Continuation of Benefits: The Company shall continue payment of contributions/ premiums for each of the Health & Welfare Benefit Plans referred to in this Section during periods of layoff that last three (3) months or less, during periods of pregnancy or illness of nine (9) months' duration or less, and during any period where an employee is disabled as a result of a compensable disability of twenty-four (24) months or less. The Company shall continue to pay premiums for life insurance for an employee who is off work due to illness or disability for eighteen (18) months. However, where an employee is unable to return to work because of work-caused disability, payment of the full premiums referred to herein shall be made by the Company on behalf of the employee until the employee reaches age sixty-five (65). Where an employee cannot return to work for the Company, but is re-employed by another employer who provides the benefits of this Section, then benefits covered under this Section will be discontinued.

## **12.08 Clothing Supply and Footwear**

The Company agrees to supply cotton gloves, rubber gloves, rubber pants, raincoats and aprons to all employees who reasonably require them free of charge, upon request. Employees shall be responsible for any such apparel they may lose. Rubber boots to the value fifty dollars (\$50.00), twice annually, or more often subject to prior approval by the Company will be provided to employees requiring same. Those employees who elect to purchase a Company approved steel-toed alternative footwear to the Company supplied rubber boots, shall be granted an allowance of fifty dollars (\$50.00) towards the purchase of such alternative footwear.

Steel toed safety footwear required by employees of the maintenance and shipping departments and truck drivers shall be supplied by the Company up to a maximum amount **one hundred and sixty dollars (\$160.00)**, as required twice per twelve (12) month period, with proof of purchase. Steel-toed safety footwear shall be provided by the Company, in areas other than those referred to herein, where required by the Safety Committee. In the case of part-time and relief employees, they will be eligible for applicable footwear allowance upon completion of their probationary period.

The Company agrees to supply insulated coveralls and freezer gloves for all the posted employees in the Freezer Clerk and Shipper positions who are required to work in temperatures below zero degrees Celsius (0°C).

The Company shall provide a tool allowance of up to **three hundred and fifty dollars (\$350.00)** annually. Maintenance employees must first obtain written permission from Company management to purchase tools that will be required in their role at Sunrise.

Maintenance employees will be reimbursed for damaged tools after the presentation of the receipt to the Company.

#### **12.09 Five minutes for Personal Cleanup**

The Company shall allow all employees a five (5) minute personal clean up period prior to the employees quitting time. The cleanup of Company property is exclusive of this “personal” clean up period.

#### **12.10 Non-Discrimination**

It shall be the policy of the Company and the Union to uphold the prohibited grounds for discrimination as set out in the *Human Rights Code* of BC and not to discriminate because of Union activities. Furthermore, the Company and the Union recognize the right of employees to work in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the work place.

#### **12.11 Supplied Equipment**

The Company agrees to supply scabbards, aprons, cotton gloves, rubber gloves, rubber pants, raincoats, knives and scissors to all who require them free of charge. Employees shall be responsible for any such apparel they lose. The Company further agrees to keep knives, saws and scissors properly sharpened and maintained at all times. Whetstones, oil stones and steels shall be available to employees.

#### **12.12 Bereavement Leave**

Employees who have completed 2,080 hours are eligible for the following Bereavement Leave Benefit:

When an employee is absent on up to three (3) of his scheduled days due to the bereavement of an immediate relative, he shall receive eight (8) hours pay at his regular rate for each such day. A fourth (4th) day will be granted with pay in the event of the death of a “direct” relative (wife, husband, son, daughter, sister, brother, mother, father). For the purpose of this clause an immediate relative shall be one of the following: mother-in-law, father-in-law, stepmother,

stepfather, grandparents, grandchildren, brother and sister-in-law, and any relative residing permanently with the employee. An additional five (5) days may be applied for and granted without pay. Two (2) days leave without pay may be requested and will be granted for the bereavement of aunts and/or uncles.

**Should the employee's entitlement to bereavement leave occur while the employee is on a disability leave, the bereavement leave will be considered taken during the disability leave, and no further leave will be granted.**

Should an employee's entitlement to bereavement leave occur while the employee is on vacation, the employee's remaining vacation shall be re-scheduled to some later date as per Article 9.05 and 9.06.

In the event that there is no available time or capacity to reschedule the vacation as described above, the vacation shall be rescheduled at a mutually agreed time.

### **12.13 Benefits and Existing Conditions**

Any benefits or working conditions now in effect and not specifically covered by this Agreement shall remain in effect unless changed by collective bargaining. The Company will provide coffee, sugar and milk powder.

### **12.14 Hot Goods**

The Company agrees that in the event of a legal strike amongst the employees of a concern with which the Company is doing business, it will not ask, require or in any way force or compel members of the Union to service such strike bound firm. It is further agreed that members of the Union will not be asked, compelled or forced in any way to handle "hot goods" from any strike bound firm when such "hot goods" have been made available for handling through some subterfuge that seeks only to circumvent the legally established picket line(s) at the struck plant or concern.

### **12.15 No Contracting Out**

There shall be no contracting out of work presently being performed by members of the Bargaining Unit, nor shall there be any contracting out of work where it is possible to employ members of the Bargaining Unit. This clause will not preclude the Company from hiring outside trucks and drivers in case of emergency deliveries and independent contractors to perform work not normally done by existing employees.

### **12.16 Appearance in Court**

An employee summoned to appear or required to serve jury duty or one who has been served with a subpoena to appear as a witness shall be paid the difference between what he would have earned for his scheduled hours at his paid rate and the court fee received. Employees should notify their Foreman 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 officer of the court before making any payment under this section. Leaves under the provisions of this clause shall be recognized and granted on a full day basis.

## 12.17 No Part-Time or Relief except by Mutual Agreement

### (A) PART TIME AND RELIEF EMPLOYEES:

There will be no Part-Time or Relief workers employed except by mutual agreement between the Company and the Union.

As provided for under the above provisions:

1. Where the Company schedules Saturday work, they shall be free to work a maximum of thirty-five (35) Part-Time employees for eight (8) or less hours.

The Company shall be free to employ up to four (4) Part-Time truck drivers for Monday to Saturday deliveries and one (1) part time Maintenance/Engineer/Mechanic for a Saturday shift.

2. There will be no working of Part-Time or Relief employees where any regular Full-Time employee has had their hours reduced by the Company below forty (40) in the week preceding any anticipated scheduling of Saturday work.
3. Part-time workers are excluded from the provisions of Article 12.07 (a), (b), (c) and (d). Relief workers who qualify as full-time workers shall become eligible for these benefits after completing four thousand, one hundred sixty (4,160) **regular** hours worked. In order to qualify as full-time under this provision, the employee must have worked at least thirty (30) hours per week for eight (8) consecutive weeks, following the completion of four thousand, one hundred sixty (4,160) **regular** hours. Once an employee has qualified for these benefits, should they subsequently work less than thirty (30) hours per week for eight (8) consecutive weeks, then they will no longer be deemed full-time and benefits will be terminated.
4. A separate seniority list shall be maintained for Part-Time and Relief personnel. For the purpose of accumulating their probationary period and seniority, each eight (8) hours worked shall be considered one (1) day, each five (5) days worked shall be considered one (1) week. In the event of layoffs, the order of layoff for all employees shall be:
  - (i) Probationary employees
  - (ii) Part-Time and Relief employees in order of seniority
  - (iii) Regular Full-Time employees in order of seniority
5. In the event of hiring Full-Time and Relief employees, first preference will be given to those employees on the Part-Time and Relief Seniority List.
6. Part-Time and Relief employees shall be paid vacation pay each year at a rate equal to four percent (4%) of the Part-Time or Relief employee's total wages for the year. Part-time and Relief employees who have accumulated five (5) or more years' seniority shall be paid at a rate equal to six percent (6%) of the employee's wages for the year. **Employees who have accumulated nine (9) or more years of seniority shall be paid at a rate equal to eight (8%) of the employee's wages for the year.**
7. The Union may submit and the Company will consider alternative means of doing the required work rather than employ Part-Time or Relief employees and such matters may be subject to the grievance and arbitration procedure.

(B) The Company may hire Relief employees during the Monday to Friday work week. Relief employees will not be used where it is practical to employ full time employees. The working of Relief employees shall be restricted to circumstances which require the Company to respond to vacated positions caused by: unforeseen absenteeism, lates, accidents, failure to show, relieve full time personnel on holidays, sick leave, WorkSafe BC, leaves of absence. The hours of work for Relief employees can vary from minimum callout to a full shift and a regular work week, depending on the circumstances listed. The Company shall provide the Union with a list containing the names of the Relief employees being employed, as well as the names of those employees they are replacing.

**C) Storage/Custodial Laundry Room Attendant. The Company shall have the right to schedule one (1) Part-time employee for this position.**

### **12.18 Job Reduction**

If due to job reduction an employee who has been hired subsequent to the date of ratification of this Agreement is transferred for a period of less than six (6) weeks to work where the job rate is lower, he shall retain his regular job rate. At the expiration of six (6) consecutive weeks the lower job rate shall prevail and the employee shall cease to have any right to return to his prior posted job unless on a new posting. Employees hired prior to the date of ratification of this Agreement who are transferred due to a job reduction, shall retain their regular job rate for a period of twelve (12) consecutive weeks. At the expiration of twelve (12) consecutive weeks off the reduced job, the lower job rate shall prevail and the employee shall cease to have any right to return to his prior posted job, unless on a new posting. If an employee is transferred to a lower rated job on a job posting or at the employee's request, then the lower rate of pay shall apply immediately.

### **12.19 Labour Management Meetings**

In the event either party finds it necessary to enter into a Labour Management Meeting, they shall submit an agenda and the Labour Management Meeting shall be held within three (3) days. Such meetings shall be held on Company time during regular working hours.

### **12.20 Warnings/Sunset Clause**

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

### **12.21 First-Aid Ticket**

The Company shall reimburse the First Aid Attendant for all costs incurred in the maintenance and successful course completion of Level 2 or Level 3 First Aid tickets required in the performance of their duties. Such reimbursement shall be paid no later than two (2) weeks after receipt of proof of incurred costs.

## **12.22 Job Rotations**

Rotation shall be fair and equitable. All Employees occupying labour rated positions shall be evenly rotated amongst all labour-rate job functions. Except by mutual agreement between the parties no Employee will be exempt from this rotation policy. All Employees occupying classified positions shall be evenly rotated amongst all of the job functions within their classification. No classified Employee will be removed from their classified job function(s) so as to force their rotation onto labour-rated positions. Rotation schedules shall be discussed and jointly decided by the Grievance Committee and Management. The Union realizes that due to emergencies such as absenteeism, rotation may be varied from time to time. The Company will maintain the present job training and employee enhancement program. This job training program will include provisions for on the job training in the live line, cleanup, eviscerating, packaging, saw and tray-pak departments.

## **12.23 Bulletin Board**

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

## **ARTICLE 13 - SEPARATION ALLOWANCE**

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### **13.01 Separation Allowance Conditions**

Should it become necessary to close the plant or a portion of the plant and it is not expected that those affected will be re-employed, a separation allowance will be paid to employees subject to the following:

- (a) They have one (1) or more years' seniority.
- (b) They are actively employed with the Company and accumulating seniority. Employees on leave of absence up to one (1) year, and employees receiving WorkSafe BC compensation or off sick will be eligible.
- (c) They have not been granted retirement pension.
- (d) The closing is not brought about by war, strike, walkout, work stoppage, slowdown or other cessation of work, fire, government action or act of God.
- (e) In order to qualify for separation allowance employees will continue to work in a satisfactory manner as long as required.
- (f) Effective the date of ratification the separation allowance shall be one (1) weeks' pay per year of seniority.
- (g) In the event of a whole or partial plant reduction, all employees affected shall receive six (6) weeks' notice or receive pay in lieu of notice.

### **13.02 Employees Accepting Separation Pay**

(a) Employees who accept separation pay under the provisions of this clause shall on doing so terminate their seniority and employment relation with the Company and shall have no further rights under this Agreement or under any other Agreement between the signing parties.

(b) Notwithstanding 2 (a) above, should the plant re-open the re-hired employee(s) who have received separation pay shall be accredited with full seniority rights accrued during their employment upon returning such separation pay within a period not to exceed thirty (30) working days.

### **13.03 Seniority List and Recall**

In the event that part of the plant remains open, employees eligible to receive separation allowance may elect to remain on the seniority list for possible recall. The Company will hold the separation allowance for such employee so long as they are eligible for recall, during which time the employee may request payment subject to the provisions of the above section. Those re-employed on this basis shall continue to accumulate seniority during the period of layoff.

### **13.04 Benefit Contribution Continuation**

In respect of those employees who are eligible for separation allowance under this Article, the Company will continue to contribute to the Group Life Insurance, Medical Surgical, Major Medical, Dental and Hospitalization Plans. Such contributions shall continue for a period up to five (5) months following the month in which the plant is closed and will be made on the basis existing at the time of closing.

### **13.05 Displaced Employees**

Should the Company open a plant in British Columbia, or transfer any of its present operations covered by this Agreement and present employees are displaced because of this, the Company agrees that such employees will be the first to be employed, in order of seniority, at such new plant or operation. The selection of available jobs, under the provisions of this clause, shall be on the basis of seniority. Previous service with the Company shall be recognized for the purposes of vacations, separation allowance and welfare plans.

## **ARTICLE 14 - SANITATION**

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### **14.01 Condition of Plant**

The Company agrees to keep the plant clean, healthful, sufficiently ventilated and in a well-lighted condition at all times, and agrees to pay particular attention to the question of sanitation and health wherever help is to be provided for, and further agrees that where the present conditions are not satisfactory, to adjust the matter as far as that reasonably may be possible. The live-hang washrooms will be upgraded within one month of ratification to provide for the installation of a new urinal, an additional new toilet and an additional new sink.

### **14.02 Employee Cooperation**

The Union agrees that all employees will make every effort to co-operate with the Company in this matter of cleanliness, sanitation, health and Health of Animal Regulations.

### **14.03 Heating in Lunchroom**

During the period September to May, the lunchroom will be maintained at a moderate temperature (68 degrees F or warmer).

Signed this 9th day of August, 2022.

SIGNED ON BEHALF OF THE UNION  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518

SIGNED ON BEHALF OF THE COMPANY  
SUNRISE POULTRY PROCESSORS

Gail Elijah

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**Kim Novak, President**

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**Gail Elijah**



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## Wage Scale Progression Grid – Employees hired subsequent to June 30, 2022

| Employees hired subsequent to June 9, 1998 and prior to July 1, 2014 | Current July 1, 2019 | July 1, 2020 | July 1, 2021 | July 1, 2022 | July 1, 2023 |
|--|----------------------|--------------|--------------|--------------|--------------|
| Job Rate   | \$ 23.04             | \$ 23.50     | \$ 23.97     | \$ 24.93     | \$ 25.93     |

| Employees hired subsequent to June 30, 2014 | Current July 1, 2019 | July 1, 2020 | July 1, 2021 | July 1, 2022 | July 1, 2023 |
|---|----------------------|--------------|--------------|--------------|--------------|
| Start Rate                                  | \$ 15.00             | \$ 15.50     | \$ 15.81     | \$ 18.00     | \$ 18.72     |
| After 6 months                              | \$ 15.06             | \$ 16.23     | \$ 16.56     | \$ 18.00     | \$ 18.72     |
| After 12 months                             | \$ 15.46             | \$ 16.96     | \$ 17.30     | \$ 18.00     | \$ 18.72     |
| After 18 months                             | \$ 16.16             | \$ 17.68     | \$ 18.04     | \$ 18.50     | \$ 19.22     |
| After 24 months                             | \$ 16.86             | \$ 18.41     | \$ 18.78     | \$ 19.00     | \$ 19.72     |
| After 30 months                             | \$ 17.56             | \$ 19.14     | \$ 19.52     | \$ 19.75     | \$ 20.47     |
| After 36 months                             | \$ 18.26             | \$ 19.87     | \$ 20.26     | \$ 20.50     | \$ 21.22     |
| After 42 months                             | \$ 18.96             | \$ 20.59     | \$ 21.00     | \$ 21.25     | \$ 21.97     |
| After 48 months                             | \$ 19.66             | \$ 21.32     | \$ 21.75     | \$ 23.11     | \$ 23.61     |
| After 54 months                             | \$ 20.36             | \$ 22.05     | \$ 22.49     | \$ 23.74     | \$ 24.26     |
| After 60 months                             | \$ 21.06             | \$ 22.77     | \$ 23.23     | \$ 24.37     | \$ 24.92     |
| After 66 months                             | \$ 23.04             | \$ 23.50     | \$ 23.97     | \$ 24.93     | \$ 25.93     |

| Employees hired subsequent to July 01, 2022 |
|---|
| Start Rate                                  |
| After 6 months                              |
| After 12 months                             |
| After 18 months                             |
| After 24 months                             |
| After 30 months                             |
| After 36 months                             |

| July 1, 2022 | July 1, 2023 |
|--------------|--------------|
| \$18.00      | \$18.72      |
| \$18.50      | \$19.22      |
| \$19.00      | \$19.72      |
| \$19.75      | \$20.47      |
| \$20.50      | \$21.22      |
| \$21.25      | \$21.97      |
| \$23.11      | \$23.61      |

| LIVE LINE DEPARTMENT    | Current July 1, 2019 | July 1, 2020 | July 1, 2021 | July 1, 2022 | July 1, 2023 |
|-------------------------|----------------------|--------------|--------------|--------------|--------------|
| Forklift Operator       | \$24.44              | \$24.93      | \$25.43      | \$26.44      | \$27.50      |
| Sticker / HALAL         | \$24.09              | \$24.57      | \$25.06      | \$26.07      | \$27.11      |
| Hanger                  | \$23.86              | \$24.34      | \$24.82      | \$25.82      | \$26.85      |
| Labour                  | \$23.08              | \$23.54      | \$24.01      | \$24.97      | \$25.97      |
|                         |                      |              |              |              |              |
| Eviscerating Department | Current July 1, 2019 | July 1, 2020 | July 1, 2021 | July 1, 2022 | July 1, 2023 |
| Coordinator             | \$23.80              | \$24.28      | \$24.76      | \$25.75      | \$26.78      |
| Accredited Line Worker  | \$23.08              | \$23.54      | \$24.01      | \$24.97      | \$25.97      |
| Labour                  | \$23.04              | \$23.50      | \$23.97      | \$24.93      | \$25.93      |

| <b>Whole Bird Processing Department</b> | <b>Current July 1, 2019</b> | <b>July 1, 2020</b> | <b>July 1, 2021</b> | <b>July 1, 2022</b> | <b>July 1, 2023</b> |
|---|-----------------------------|---------------------|---------------------|---------------------|---------------------|
| Coordinator                             | \$23.54                     | \$24.01             | \$24.49             | \$25.47             | \$26.49             |
| Scale Operator                          | \$23.04                     | \$23.50             | \$23.97             | \$24.93             | \$25.93             |
| 9-Cut Machine Operator                  | \$23.04                     | \$23.50             | \$23.97             | \$24.93             | \$25.93             |
| Labour                                  | \$23.04                     | \$23.50             | \$23.97             | \$24.93             | \$25.93             |

| <b>Tray Pack Department</b> | <b>Current July 1, 2019</b> | <b>July 1, 2020</b> | <b>July 1, 2021</b> | <b>July 1, 2022</b> | <b>July 1, 2023</b> |
|-----------------------------|-----------------------------|---------------------|---------------------|---------------------|---------------------|
| Coordinator                 | \$23.54                     | \$24.01             | \$24.49             | \$25.47             | \$26.49             |
| Scale Operator              | \$23.04                     | \$23.50             | \$23.97             | \$24.93             | \$25.93             |
| Machine Operator            | \$23.04                     | \$23.50             | \$23.97             | \$24.93             | \$25.93             |
| Labour                      | \$23.04                     | \$23.50             | \$23.97             | \$24.93             | \$25.93             |

| <b>Boneless Department</b> | <b>Current July 1, 2019</b> | <b>July 1, 2020</b> | <b>July 1, 2021</b> | <b>July 1, 2022</b> | <b>July 1, 2023</b> |
|----------------------------|-----------------------------|---------------------|---------------------|---------------------|---------------------|
| Coordinator                | \$23.54                     | \$24.01             | \$24.49             | \$25.47             | \$26.49             |
| Scale Operator             | \$23.04                     | \$23.50             | \$23.97             | \$24.93             | \$25.93             |
| Grinder Operator           | \$23.04                     | \$23.50             | \$23.97             | \$24.93             | \$25.93             |
| Marinator                  | \$23.04                     | \$23.50             | \$23.97             | \$24.93             | \$25.93             |
| Patti Maker                | \$23.04                     | \$23.50             | \$23.97             | \$24.93             | \$25.93             |
| Labour                     | \$23.04                     | \$23.50             | \$23.97             | \$24.93             | \$25.93             |

| <b>IQF Department</b> | <b>Current July 1, 2019</b> | <b>July 1, 2020</b> | <b>July 1, 2021</b> | <b>July 1, 2022</b> | <b>July 1, 2023</b> |
|-----------------------|-----------------------------|---------------------|---------------------|---------------------|---------------------|
| Coordinator           | \$23.54                     | \$24.01             | \$24.49             | \$25.47             | \$26.49             |
| Scale Operator        | \$23.04                     | \$23.50             | \$23.97             | \$24.93             | \$25.93             |
| Labour                | \$23.04                     | \$23.50             | \$23.97             | \$24.93             | \$25.93             |

| <b>Shipping - Receiving Department</b> | <b>Current July 1, 2019</b> | <b>July 1, 2020</b> | <b>July 1, 2021</b> | <b>July 1, 2022</b> | <b>July 1, 2023</b> |
|--|-----------------------------|---------------------|---------------------|---------------------|---------------------|
| Shipper                                | \$25.66                     | \$26.17             | \$26.70             | \$27.76             | \$28.88             |
| Shipper Assistant                      | \$23.60                     | \$24.07             | \$24.55             | \$25.54             | \$26.56             |
| Warehouseman                           | \$23.77                     | \$24.25             | \$24.73             | \$25.72             | \$26.75             |
| Order Clerk                            | \$23.77                     | \$24.25             | \$24.73             | \$25.72             | \$26.75             |
| Power Jack Operator                    | \$23.04                     | \$23.50             | \$23.97             | \$24.93             | \$25.93             |
| Class 3 Driver                         | \$24.92                     | \$25.42             | \$25.93             | \$27.48             | \$28.58             |
| Class 3 With-Air Driver                | \$25.23                     | \$25.73             | \$26.25             | <b>\$27.82</b>      | \$28.94             |
| Class 1 With-Air Driver                | \$25.49                     | \$26.00             | \$26.52             | \$28.11             | \$29.24             |
|  |                             |                     |                     |                     |                     |

| Maintenance Department  | Current July 1, 2019 | July 1, 2020 | July 1, 2021 | July 1, 2022 | July 1, 2023 |
|---|----------------------|--------------|--------------|--------------|--------------|
| Chief Engineer- Rate based on highest ticket held plus \$1.50 extra |                      |              |              |              |              |
| 4th Class Engineer  | \$32.14              | \$32.78      | \$33.44      | \$34.78      | \$36.17      |
| Engineer/No Ticket  | \$30.69              | \$31.30      | \$31.93      | \$33.21      | \$34.54      |
| General Mechanical Attendant  | \$25.26              | \$25.77      | \$26.28      | \$27.33      | \$28.42      |
| Labour  | \$23.25              | \$23.72      | \$24.19      | \$25.16      | \$26.16      |
| DAF Operator  | \$23.25              | \$23.72      | \$24.19      | \$25.16      | \$26.16      |
| Journeyman Millwright, plus 4th Class Steam Ticket                  | \$33.01              | \$33.67      | \$34.34      | \$35.72      | \$37.15      |
| Journeyman (Industrial) Electrician, plus 4th Class Steam Ticket    | \$33.01              | \$33.67      | \$34.34      | \$35.72      | \$37.15      |
| Journeyman (Industrial) Electrician                                 | \$31.88              | \$32.52      | \$33.17      | \$34.49      | \$35.87      |
| Journeyman Millwright   | \$31.88              | \$32.52      | \$33.17      | \$34.49      | \$35.87      |

Journeyman / technicians 3 more tickets will receive \$1.00 premium

| Cleanup Department     | Current July 1, 2019 | July 1, 2020 | July 1, 2021 | July 1, 2022 | July 1, 2023 |
|------------------------|----------------------|--------------|--------------|--------------|--------------|
| Coordinator            | \$23.54              | \$24.01      | \$24.49      | \$25.47      | \$26.49      |
| Feather Room Attendant | \$23.04              | \$23.50      | \$23.97      | \$24.93      | \$25.93      |
| Knife Sharpener        | \$23.04              | \$23.50      | \$23.97      | \$24.93      | \$25.93      |
| Lug Washer             | \$23.04              | \$23.50      | \$23.97      | \$24.93      | \$25.93      |
| Labour                 | \$23.04              | \$23.50      | \$23.97      | \$24.93      | \$25.93      |

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|                             |         |         |         |         |         |
|-----------------------------|---------|---------|---------|---------|---------|
| Custodial laundry Attendant | \$17.90 | \$18.26 | \$18.62 | \$19.37 | \$20.14 |
|-----------------------------|---------|---------|---------|---------|---------|

The start rate for Fork Lift Operators, Live Hangers, Stickers, **Clean-up, Shipping/Receiving and Co-Ordinator** positions will be **\$20.00** per hour with automatic increases of one-sixth (1/6) the difference between **\$20.00** per hour and the classified rate shall be granted upon the completion of each six (6) months of service. After 36 months the applicable rate shall apply.

No Employee shall receive a reduction in either terms or coverage under this Agreement as a result of the ratification of this Agreement. Coordinators and assistants shall not hire, layoff, suspend or exercise any discipline over other Employees.

**All employees employed at date of expiry of collective agreement (June 30, 2020) who remain employed at date of ratification of new agreement, will receive retroactive earnings to date of expiry (June 30, 2020).**

## LETTER OF UNDERSTANDING #1

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Between: Sunrise Poultry Processors Limited

And: United Food & Commercial Workers Local 1518

### Re: Article 8 - Hours of Work and Overtime

The following shall be regarded as the negotiated "Schedule of Hours" referred to in Article 8.01 - Hours of Work and Overtime:

| <b>Day Shift</b>                  | <b>Start times</b>     | <b>No. of Employees</b> |
|-----------------------------------|------------------------|-------------------------|
| Kill and Evisceration             | 4:00 a.m. - 8:00 a.m.  | as applicable           |
| Whole Bird Processing             | 6:00 a.m. - 9:00 a.m.  | as applicable           |
| Tray-Pak                          | 6:00 a.m. - 9:00 a.m.  | as applicable           |
| BSDM Dept.                        | 6:00 a.m. - 9:00 a.m.  | as applicable           |
| Boneless                          | 6:00 a.m. - 9:00 a.m.  | as applicable           |
| I.Q.F.                            | 6:00 a.m. - 9:00 a.m.  | as applicable           |
| Shipping/ Warehouse/ Order Clerks | 4:00 a.m. – 11:00 a.m. | as applicable           |
| Truck Drivers                     | 4:00 a.m. – 12:00 p.m. | as applicable           |
| Maintenance                       | 4:00 a.m. – 11:00 a.m. | as applicable           |
| Custodial Laundry Attendant       | 6:00 a.m. - 9:00 a.m.  | as applicable           |
| Clean-up                          | 6:00 a.m. - 9:00 a.m.  | as applicable           |
| Seasoning                         | 6:00 a.m. - 9:00 a.m.  | as applicable           |

| <b>Afternoon Shift</b>            | <b>Start times</b>     | <b>No. of Employees</b> |
|-----------------------------------|------------------------|-------------------------|
| Clean-up                          | 12:00 p.m. - 5:00 p.m. | as applicable           |
| I.Q.F.                            | 11:00 a.m. - 5:00 p.m. | as applicable           |
| Shipping/ Warehouse/ Order Clerks | 11:00 a.m. - 4:00 p.m. | as applicable           |
| Truck Drivers                     | 12:00 p.m. - 4:00 p.m. | as applicable           |
| Maintenance                       | 12:00 p.m. – 6:00 p.m. | as applicable           |
| Seasoning                         | 11:00 a.m. - 5:00 p.m. | as applicable           |

| <b>Night Shift</b>                | <b>Start times</b>     | <b>No. of Employees</b> |
|-----------------------------------|------------------------|-------------------------|
| Kill and Evisceration             | 9:00 p.m. – 12:00 a.m. | as applicable           |
| Whole Bird Processing             | 11:00 p.m. - 2:00 a.m. | as applicable           |
| Tray-Pak                          | 11:00 p.m. - 2:00 a.m. | as applicable           |
| Boneless                          | 11:00 p.m. - 2:00 a.m. | as applicable           |
| I.Q.F.                            | 11:00 p.m. - 2:00 a.m. | as applicable           |
| Shipping/ Warehouse/ Order Clerks | 10:00 p.m. - 2:00 a.m. | as applicable           |
| Maintenance                       | 6:00 p.m. – 12:00 p.m. | as applicable           |
| Custodial Laundry Attendant       | 8:00 p.m. – 11:00 p.m. | as applicable           |
| Clean-up                          | 11:00 p.m. - 6:00 a.m. | as applicable           |
| Seasoning                         | 11:00 p.m. - 2:00 a.m. | as applicable           |

When, under the provisions of this Agreement, the Company schedules staggered starting times; they will do so in order of seniority, giving the senior employee first preference of starting times.

The Company and the Union agree that there will be a joint study with respect to employee assigned job postings with a view to posting unposted employees on a blanket posting basis by mutual agreement.

Signed this 5th day of December, 2002.  
Renewed this 23<sup>rd</sup> day of November, 2005.  
Renewed as amended this 24<sup>th</sup> day of July, 2008.  
Renewed as amended this 17<sup>th</sup> day of December, 2010.  
Renewed as amended this 23<sup>rd</sup> day of February, 2016.  
Renewed as amended this 16<sup>th</sup> day of July, 2017.

**Renewed this 9<sup>th</sup> day of July, 2022.**

SIGNED ON BEHALF OF THE UNION  
**UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518**



Kim Novak, President

SIGNED ON BEHALF OF THE COMPANY  
**SUNRISE POULTRY PROCESSORS**

Gail Elijah

Gail Elijah

**LETTER OF UNDERSTANDING #2**

---

Between: Sunrise Poultry Processors Limited

And: United Food & Commercial Workers Local 1518

**Re: Union Use of Equipment and Space**

The Company shall continue to provide an office for the exclusive use Shop Stewards and other Representatives authorized by the Union. The Shop Stewards agree to ensure that this office is maintained in a clean and orderly condition.

The Company agrees to continue to allow Shop Stewards to use the Company fax machine and photocopier according to current practice.

Signed this 5th day of December, 2002.

Renewed this 23<sup>rd</sup> day of November, 2005.

Renewed as amended this 24<sup>th</sup> day of July, 2008.

Renewed this 17<sup>th</sup> day of December, 2010.

Renewed this 23<sup>rd</sup> day of February, 2016.

Renewed this 16<sup>th</sup> day of July, 2017.

**Renewed this 9<sup>th</sup> day of August, 2022.**

SIGNED ON BEHALF OF THE UNION  
**UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518**



---

**Kim Novak, President**

SIGNED ON BEHALF OF THE COMPANY  
**SUNRISE POULTRY PROCESSORS**

**Gail Elijah**

---

**Gail Elijah**

**LETTER OF UNDERSTANDING #3**

---

Between: Sunrise Poultry Processors Limited

And: United Food & Commercial Workers Local 1518

**RE: Grievance Resolve**

The Company and the Union agree that from time to time unforeseen requirements for additional assistance may develop in a given area of the plant. These requirements could arise from emergency situation such as a delivery deadline that might not be met, or unexpected lateness or absence which would seriously affect the Company's ability to meet the need of its customers. When such emergencies arise and additional assistance is required in a particular area of the plant it is agreed to that Bargaining Unit personnel shall be temporarily transferred to provide such additional assistance as required. However, where it is not possible to transfer Bargaining Unit personnel, then management personnel may provide the required additional assistance until the emergency is over provided that:

- (a) no Bargaining Unit personnel are on layoff at the time, and
- (b) the Company consults with a Union steward when such an emergency situation arises.

Signed this 5th day of December, 2002.  
Renewed this 23<sup>rd</sup> day of November, 2005.  
Renewed this 24<sup>th</sup> day of July, 2008.  
Renewed this 17<sup>th</sup> day of December, 2010.  
Renewed this 23<sup>rd</sup> day of February, 2016.  
Renewed this 16<sup>th</sup> day of July, 2017.

**Renewed this 9<sup>th</sup> day of August, 2022.**

SIGNED ON BEHALF OF THE UNION  
**UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518**



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**Kim Novak, President**

SIGNED ON BEHALF OF THE COMPANY  
**SUNRISE POULTRY PROCESSORS**

Gail Elijah

---

**Gail Elijah**

**LETTER OF UNDERSTANDING #4**

---

Between: Sunrise Poultry Processors Limited

And: United Food & Commercial Workers Local 1518

**Re: Information to Union on Monthly Basis**

The following information will be made available to the Union on a monthly basis:

1. Employees hired;
2. Employees quitting (update seniority lists);
3. Employees on leave over one month);
4. Employees sick and on WorkSafe BC leave (over one month);
5. All relief employees and the names of those they are replacing;
6. All part-time employees;
7. Employees on the Sunrise seniority list working at J&L Beef.

Signed this 23<sup>rd</sup> day of November, 2005.  
Renewed as amended this 24<sup>th</sup> day of July, 2008.  
Renewed as amended this 17<sup>th</sup> day of December, 2010.  
Renewed as amended this 23<sup>rd</sup> day of February, 2016.  
Renewed this 16<sup>th</sup> day of July, 2017.

**Renewed this 9<sup>th</sup> day of August, 2022.**

SIGNED ON BEHALF OF THE UNION  
**UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518**



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**Kim Novak, President**

SIGNED ON BEHALF OF THE COMPANY  
**SUNRISE POULTRY PROCESSORS**

**Gail Elijah**

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**Gail Elijah**

**LETTER OF UNDERSTANDING #5**

---

Between: Sunrise Poultry Processors Limited

And: United Food & Commercial Workers Local 1518

**Re: Pension Plan**

Should it be determined, by secret ballot vote of the bargaining unit members, that they wish to cease participation in the Canadian Commercial Workers Industry Pension Plan (CCWIPP), and commence participation in the UFCW Pension Plan, then the parties shall meet within sixty (60) days to discuss the implementation of such a change.

The Employer agrees to implement the change as soon as reasonably possible after the above discussion has taken place. The Employer further agrees to redirect the contributions described Article 12.07 (f) in accordance with the decision of the bargaining unit.

It is understood and agreed that entry into the UFCW Pension Plan would be subject to the approval of the trustees of the UFCW Pension Plan.

It is understood that the Company will have no further obligation for contribution to CCWIPP or any other liability toward it once contributions are redirected in accordance with this Article.

Signed this 23rd day of February, 2016 .

Renewed this 16th day of July, 2017.

**Renewed this 9<sup>th</sup> day of August, 2022.**

SIGNED ON BEHALF OF THE UNION  
**UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518**



SIGNED ON BEHALF OF THE COMPANY  
**SUNRISE POULTRY PROCESSORS**

il Elijah

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**Kim Novak, President**

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**Gail Elijah**

**LETTER OF UNDERSTANDING #6**

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Between: Sunrise Poultry Processors Limited

And: United Food & Commercial Workers Local 1518

**Remove – Shipper Qualifications (Class 1)**

**Effective February 27, 2023, the company and the union agree to remove the following:**

~~Future Shipper position applicants must possess the required Class 1 license.~~

**Both the union and the company have reviewed and agree to the above arrangement for the term of the collective agreement.**

Signed this 10 day of March, 2023.

Signed on behalf of the Union  
UNITED FOOD AND COMMERCIAL WORKERS  
LOCAL 1518

Signed on behalf of the Company  
SUNRISE POULTRY PROCESSORS



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Adam Matran

Gail Elijah

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Gail Elijah

## LETTER OF UNDERSTANDING #7

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Between: Sunrise Poultry Processors Limited

And: United Food & Commercial Workers Local 1518

### Re: Troubleshooter

The parties agree to a one-year trial of a Troubleshooter process. The Employer shall have the option of not continuing with the process after a one-year trial.

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

1. Either party may refer grievances to this process upon providing the other party with three (3) weeks' notice of a grievance being referred. Both parties must agree to forward a grievance to a Troubleshooter.
2. Only grievances where the parties have shared all relevant information regarding the grievance, and all reliance documents and facts have been exchanged, shall be referred. The parties agree that disclosure of information and documents will take place in a timely manner.
3. New evidence, including facts or documents, may be introduced after the referral is made only where disclosure of this new evidence was not possible prior to the referral. In such cases, the party that is introducing the new evidence shall provide immediate disclosure to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow a fair opportunity for analysis and reply.
4. Decisions of the Troubleshooter shall be in writing but shall be without prejudice, non-precedent setting and shall not be publicized.
5. Legal counsel shall not be used by either party.
6. The parties shall develop other procedures or guidelines as mutually agreed.
7. Decisions of Troubleshooter are final and binding.
8. It is understood that this process will be in place for one (1) year from Ratification, and after the one year, this process will expire unless mutually agreed otherwise by both parties in writing.

Signed this 23rd day of February, 2016.

Renewed as amended this 16th day of July, 2017.

**Renewed this 9<sup>th</sup> day of August, 2022.**

SIGNED ON BEHALF OF THE UNION  
**UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518**



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**Kim Novak, President**

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SIGNED ON BEHALF OF THE COMPANY  
**SUNRISE POULTRY PROCESSORS**

Gail Elijah

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**Gail Elijah**

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**LETTER OF UNDERSTANDING #8**

---

Between: Sunrise Poultry Processors Limited

And: United Food & Commercial Workers Local 1518

**Re: Accumulation of Seniority for Part-Time and Relief Employees**

The Company and the Union agree to meet and discuss potential amendments with respect to how seniority is accumulated for part-time and relief employees. The Company and the Union agree that such amendments will not have any monetary impact on the Company.

Signed this 23rd day of February, 2016.

Renewed this 16th day of July, 2017.

**Renewed this 9<sup>th</sup> day of August, 2022.**

SIGNED ON BEHALF OF THE UNION  
**UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518**

SIGNED ON BEHALF OF THE COMPANY  
**SUNRISE POULTRY PROCESSORS**



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**Kim Novak, President**

**Gail Elijah**

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**Gail Elijah**

**LETTER OF UNDERSTANDING #9**

---

Between: Sunrise Poultry Processors Limited

And: United Food & Commercial Workers Local 1518

**New – Certified Halal Blessers**

Effective January 1, 2023, the start rate for Certified Halal Blessers will be \$20.53 per hour with automatic increases of (1/6) the difference between \$20.53 and the classified rate, granted upon the completion of each six (6) months of service. After 36 months the applicable job rate shall apply.

Both the union and the company have reviewed and agree to the above arrangement for the term of the collective agreement.

Signed this 23 day of November, 2023.

Signed on behalf of the Union  
UNITED FOOD AND COMMERCIAL WORKERS  
LOCAL 1518

Signed on behalf of the Company  
SUNRISE POULTRY PROCESSORS



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Adam Matran

Gail Elijah

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Gail Elijah

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