

COLLECTIVE AGREEMENT

Between

**Sofina Foods Inc. (Lilydale Division), Abbotsford (Plant) 31894
Marshall Road
R.R. #5, Abbotsford, BC V2S 4N5**

And

United Food and Commercial Workers, Local 1518

July 1, 2023 to June 30, 2026

Ratified by member vote: February 6, 2024



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This **AGREEMENT** entered into this **6th** day of **February 2024.**

BETWEEN: SOFINA FOODS INC. (Lilydale Division), Abbotsford (Plant)
31894 Marshall Road, RR #5, Abbotsford, BC V2S 4N5

(hereinafter referred to as the "Employer")

OF THE FIRST PART

**AND: UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION,
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

1.01 Whereas it is the desire of both parties to this Agreement:

- (a) to maintain and improve the harmonious relations and conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions in all matters pertaining to working conditions;
- (c) to encourage efficiency in operations;
- (d) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.
- (e) Justice and Dignity: The Employer and the Union agree that the promotion of a harmonious relationship and the development of mutual respect in the workplace is the responsibility of all employees – both Management and Union.

It is agreed that any actions such as physical aggression, sexist comments, the use of vulgarity, name calling, or yelling are counterproductive to a harmonious workplace and will not be tolerated.

Now therefore the parties agree to the following terms and conditions of employment:

ARTICLE 2 – Bargaining Agency

2.01 The Employer recognizes the Union as the sole collective bargaining agency for all employees excluding executive staff, sales and office staffs, foremen, **supervisors, Quality Assurance**, office janitor and buyers, with respect to wages, hours of work and

terms and conditions of employment. The Employer recognizes the right of the Union to determine the standing of all members. [2024]

2.02 The Employer 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 Employer during the life of this Agreement, as a condition of continued employment.

2.03 Recognition - Union Shop:

- (a) The Employer agrees to retain in its employ, within the bargaining unit as outlined in Article 2, Section 2.01 of this Agreement only members of the Union in good standing.
- (b) The Employer 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) days after employment and become members upon completion of thirty (30) working days.
- (c) The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the new employee their responsibility in regard to the 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 Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer 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 Employer informed of their home address, postal code and telephone number. The Employer shall advise the Union quarterly of any changes in employees' addresses.

2.04 Deduction of Dues:

- (a) The Employer 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 Employer agrees to honour a written assignment for initiation fees and Union dues on behalf of any employee who is or who becomes a member of the Union.
- (b) Monies deducted during any month shall be forwarded by the Employer to the Secretary- Treasurer of the Union not later than the fifteenth (15th.) day of the month for which dues are deducted, and accompanied by a written statement of the names from 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 Management Meeting with Employees:

If a union member is required to attend a meeting with the Employer, there shall be an equal number of Shop Stewards to management personnel in the meeting.

2.06 Shop Steward & New Employee Orientation:

A Shop Steward, who is designated by the Union and who is scheduled to work and working, shall be allowed to participate in new employee orientation sessions which the Employer will schedule in its sole discretion.

- (a) During each session, this Shop Steward will be allowed no more than fifteen (15) minutes of paid time to address the new employee.
- (b) During this time, the Shop Steward may explain the union's structure and role within the plant, distribute copies of the Collective Agreement, and/or other printed material and answer any questions a new employee may have.
- (c) Once the new employee orientation is complete, and in any event at the fifteen (15) minute mark, the Shop Steward will expeditiously return to work. (4) The Employer agrees to provide the Chief Shop Steward with at least twenty-four (24) hours' notice of the date and time of the upcoming orientation.

ARTICLE 3 – Management

3.01 The Management of the Plant and direction of the working forces, including the right to hire, suspend, or discharge for just cause, and the methods processes and means of production and handling, are vested exclusively in the Employer subject only 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 13.

ARTICLE 4 – Wages

4.01 Attached to this Agreement shall be a Wage Schedule covering all employees. This shall not apply to employees excluded in Article 2, Section 2.01. No employee shall hold more than one (1) classified position.

4.02 Classifications and rates of pay for such classifications shall be in accordance with the "Wage Schedule" which shall form a part of this Agreement. Any additions or deletions to the present classifications shall be the subject of Collective Bargaining between the Employer and the Union. Any new job rates agreed to shall be retroactive to such date the new job was instigated.

- 4.03** (a) **If there is a temporary vacancy expected to be more than ninety (90) calendar days in any department as a result of another employee being off sick, leave or other similar cause, the position will be posted internally for three (3) days and awarded to the senior qualified employee.**
- (b) **In the event no employee applies to the temporary vacancy, the Employer will assign the temporary position to the junior qualified employee in the department as defined in 11.06.**
- (c) **Daily transfers will be by senior volunteers or assigned to junior qualified by department.**
- (d) **The employee will receive the rate of the pay of the classification unless the rate is less than the employee's home classification rate which will result in that employee maintaining their current rate of pay.**
- (e) **Temporary vacancy shall be defined as a period of not more than eighteen months but can be extended following consultation with the Union.**
- (f) **The Employer agrees to continue to provide additional training for certified evisceration or classified positions based on operational needs, and to discuss this matter with the Union. [2024]**
- 4.04** Where inequalities in individual rates are alleged to exist, they shall be dealt with as provided for in Article 13, Grievance Procedure.
- 4.05** An employee injured while working in the plant shall suffer no loss of earnings for the balance of hours on the scheduled shift eight (8) hours in which the accident occurs, if, as a result of such injury the employee is sent home or to the hospital or for medical attention on instructions from the medical department, but if such is not possible, then by an Employer representative. If no Employer representative is present to report to, the Employer will provide a telephone number to the employees where a report of their accident may be received. Costs incurred because of transportation to the practitioner and/or hospital, at the option of the employee shall be borne by the Employer.
- 4.06** Establishing Rates for New or Changed Jobs:
- (a) Establishing rates for new or changed jobs shall be handled in accordance with Article 4, Section 4.02.
- (b) If agreement is not reached when the job is started, the Employer 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.
- 4.07** Disagreement mentioned in paragraph (b) above will be subject to the Grievance Procedure beginning at the 2nd step.
- 4.08** If due to permanent job reduction an employee is transferred for a period of less than six (6) weeks to work where the job rate is lower, the employee shall retain their

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 rights to return to their prior posted job unless on a new posting.

ARTICLE 5 – Safety and Health

5.01 The Employer 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 Employer with no cost to the employee.

5.02 There shall be a Union-**Employer** safety committee which shall be set up as follows: The Employer shall appoint three (3) representatives from the Employer staff and the Union shall appoint by whatever means it decides one (1) representative from each department. 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 Chairperson for each meeting. Minutes shall be kept by a secretary, who shall be agreed upon by the committee. The **Employer** shall be responsible for the **scheduling** and holding of the safety meetings referred to herein. **[2024]**

Regular meetings of the Safety Committee to be held on the last Wednesday of each month, unless otherwise mutually agreed, with all members of the Safety Committee being present. The day of the meeting is subject to change only if there is mutual agreement between the Employer and the Union co-chairs.

5.03 Safety hard hats, with or without earmuff protectors, which are approved by the Workers' Compensation Board, will be supplied free of charge to employees where required.

5.04 No employee shall be disciplined or discharged for refusal to work on a job or in any workplace or to operate equipment where they have reasonable grounds to believe that to do so would create an undue hazard to the health or safety of any person. Where in such circumstances an employee does not work, they shall not suffer a loss of pay provided they accept temporary assignment to alternate work. The application of this clause shall be as per Section 8.24 of the B.C. Industrial Health and Safety Regulations.

5.05 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 the Co-chairman's absence, a Union member of the safety committee. This will include occasions when a representative of the WCB is attending at the plant to conduct testing, inspections, tours or job inquiries.

5.06 The Chief Shop Steward, or their designate, is to be involved in all discussions with the Employer and Employee relating to modified return to work. **The Parties agree that the legislated responsibility of the Duty to Accommodate is a tripart responsibility that involves participation from the Employer, Employee and Union. [2024]**

ARTICLE 6 – Duration of Agreement

6.01 Duration

This Agreement shall be binding and remain in full force for the period from and including July 1, 2023 to and including June 30, 2026. [2024]

6.02 Notice to Bargain

Either party may at anytime within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other party to commence collective bargaining. [2024]

6.03 Agreement to Continue in Force

Both parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the parties, without prejudicing the position of the new or revised Agreement. Notwithstanding the foregoing, the parties shall have the right to affect a legal strike or a legal lockout, as the case may be. [2024]

ARTICLE 7 – Hours of Work and Overtime

7.01 For the purpose of calculating if overtime is payable, the Employer shall set out 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. The schedule of hours may vary from department to department but shall not total more than forty (40) for any payroll week and must not exceed more than eight (8) hours per day, Monday through Friday, except where otherwise mutually agreed upon. **[2024]**

- (a) For employees hired prior to date of ratification on May 18, 2018, all time worked before or after the negotiated schedule of hours shall be paid for at double times (2X) the employee's regular rate of pay.
- (b) For employees hired on or after the date of ratification on May 18, 2018, all time worked before or after the negotiated schedule of hours shall be paid at time and one half (1.5X) the employees' regular rate of pay, except as follows: Double-time (2X) shall apply to all hours worked over ten (10) hours in a single day and 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.

7.02 Any employee who reports for work, and who, by reason of some breakdown in the plant is dismissed for the day, shall receive five (5) hours pay at least.

7.03 Procedure for Changing Schedules: The Employer agrees that except by mutual consent no individuals schedule shall be changed without twenty-four (24) hours' notice or a crew's schedule without five (5) working days' notice. The Union will be consulted before a crew's schedule, and where feasible, an individual's schedule has been changed. The Employer shall have the right to start and stop crews within the range of

the negotiated schedule of hours as outlined in 7.15. The word "crew" as used in this clause shall be defined as a result of mutual agreement between the Grievance Committee and the Employer.

7.04 Overtime:

- (a) When it is necessary to work 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 when the overtime is required. If any senior qualified employee has been inadvertently missed for overtime they shall be paid for the applicable amount of overtime the employee has missed.
- (b) Double times (2x) the regular hourly rate shall be paid to all employees for all hours worked on the sixth (6th) or seventh (7th) day worked.
- (c) The Employer will limit overtime hours of work as far as reasonably possible. The Employer will first discuss the matter with the Chief Shop Steward, if gang overtime is involved, when feasible, if overtime is involved for individuals. If overtime is necessary, the Union (Shop Stewards of the affected departments) will encourage employees to work. In the event that the Employer requires overtime, all employees involved in the overtime shall be provided with a posted notice to this effect when the Employer first is aware of the overtime requirement or two (2) hours notification. Employees who wish to work the available overtime will so indicate on the notice. The most senior employees will be selected first.
 - (i) If the two (2) hours' notice is not provided as noted above, each supervisor or designate of that department where the overtime is necessary, shall get a copy of the latest seniority list and personally ask each employee if they choose to work overtime. For overtime on Saturday, Sunday, and Statutory Holidays all departments shall be canvassed as above.
 - (ii) It shall be the responsibility of each employee asked to work overtime to render a decision as soon as possible - but in no case later than 10:00 a.m. on the day prior to the commencement of the planned overtime shift. Employees on the overtime list who do not report for the overtime shift shall be subject to the absenteeism policies of the Employer. If an employee is missed while canvassing s/he should contact the supervisor immediately before the end of the shift and clarify.
 - (iii) The Chief Shop Steward and the Plant Superintendent, or their designate, shall review the overtime list along with the supporting documentation to discuss any problems or questions regarding the overtime list.
 - (iv) For work on Saturday, Sundays, or Statutory Holidays the list shall be posted showing the date the overtime is to be worked, the department to which the employee has been assigned, and the start time for the department.

- (v) Employees who agree to work the overtime and are subsequently displaced by a senior employee shall be notified prior to leaving the plant.
- (d) For overtime on Saturdays, Sundays, and Statutory Holidays employees working the afternoon shift shall be contacted to advise them of the overtime shift. If no contact is made, a message shall be left for the employee advising them of the overtime shift. It shall be the responsibility of the employee to advise the Employer prior to 11:00 a.m. on the day proceeding the requested overtime, to indicate if they choose to work. If the employee cannot be contacted or does not respond prior to 11:00 a.m. on the day preceding the requested overtime, the employee shall not later demand that the Employer amend the schedule to provide them the opportunity to work. It is agreed that all overtime work shall be voluntary and that no employees shall be compelled to work overtime, nor shall they be discriminated against for refusal to work overtime. Where the Employer is unable to secure sufficient volunteers to perform the available overtime to process live animals, overtime will be mandatory, beginning with the most junior employee who is qualified to perform the duty.

To be clear, this Cryovac overtime provision only applies to employees hired post- ratification 2018 and only:

- When producing birds for festive (30 calendar days before Easter, Thanksgiving, and Christmas Day), and
- Where the employee has 2 years or less of seniority.

If for any reason the employer does not get enough employees to work overtime in Cryovac, the union agrees to immediately meet with the employer to find a way to cover the overtime need given the importance of maintaining animal care.

- (e) Any employee who responds late to work on their regularly scheduled shift shall not be entitled to overtime rates of pay until completion of eight (8) hours.

Employees who are paid at overtime rates for work performed prior to the commencement of their scheduled shift shall not be penalized by this clause if they leave work prior to their scheduled finishing time. If an employee responds to work late, it is agreed that any time worked past their scheduled finishing time shall be voluntary.

7.05 Any hourly rated employee who after leaving the Employer's premises, is especially called in at any time outside their normal working hours shall be through when the emergency is over but shall nevertheless be paid a minimum of five (5) hours at the regular rate or for the hours the employee actually worked at the applicable overtime rate, whichever is the greater.

7.06 (a) Employees shall not be required, except in cases of emergency, to work more than four (4) hours without a first meal period of thirty (30) minutes and more than five (5) hours without the second meal period. The second meal period shall be one-half (1/2) hour on Employer time and the meal shall be supplied free of charge by the

Employer. In cases where there is no meal provided, a cash equivalent of **\$9.00** plus one-half (1/2) hour straight time will be added to their gross earnings for that fiscal week. [2024]

- (b) Employees required to work more than four and one half (4 ½) hours without a first meal period shall be compensated at one and one-half (1 1/2) their hourly rate for all times worked in excess of four and one half (4 ½) hours until a meal period is granted. Maintenance and Engineer employees engaged in continuous shift operations shall be exempt from this clause, but shall be entitled to a lunch period of thirty (30) minutes on Employer time.

7.07 The Employer and the Union agree that in the event of a lay-off of one day or more, ways and means will be discussed in an attempt to reduce the number of employees to be laid off during the work shortage period. Such layoffs, regardless of their duration, shall be according to seniority and qualifications to perform the work required. In cases where ability is being considered the determination of qualifications will be the subject of mutual agreement between the Union Grievance Committee and the Employer.

Where a reduction of hours in a day causes employees to be released early, departmental seniority shall apply. Where a reduction of hours due to a non-live processing and/or non-packaging day, causes employees to be released, **plant** seniority shall apply. [2024]

7.08 (a) A fifteen (15) minute rest period shall be granted twice in each shift, approximately midway before lunch and approximately midway after lunch. In no case shall any employee be required to work beyond two and one-quarter (2-1/4) hours without a rest period. The rest periods referred to herein shall not be eliminated by reason of a short workday, unless the employee leaves on personal business voluntary leave of absence (VLA). Where a reduction of hours due to a non-kill and/or non-cry-o-vac day, once per week, causes employees to be released, departmental seniority shall apply prior to the second rest period.

- (b) When overtime is required beyond the regular quitting time, a rest period of fifteen (15) minutes shall be granted before proceeding with the overtime work.

7.09 Management personnel shall not be allowed to do production work, except in an emergency unscheduled absenteeism, training of an unqualified employee or quality control and product development work but shall not be used to displace a Union employee.

7.10 All employees shall be entitled to ten (10) hours of rest between shifts. Should the employee be required to work during their ten (10) hour rest period, all hours worked will be paid for at overtime rates, unless the ten (10) hour rest period referred to herein is voluntarily waived by the employee.

7.11 Employees required to do freezer work shall be allowed ten (10) minutes outside work for each hour worked in the freezer. **The definition of freezer is any room that is refrigerated or cooled and has a temperature of 0 degrees Celsius or lower.** Employees who are not regularly required to do freezer work shall be supplied with necessary clothing to do the work and shall in addition, be given a minimum of one (1) hours' notice before being assigned to the freezers. [2024]

- 7.12 (a) Shift Engineers shall be allowed a regular day off in lieu of working Sunday.
- (b) Maintenance and engineers shall have the choice of schedule of hours, as outlined under Section 7.15, on the basis of seniority.

7.13 It is agreed, that when there is a short workday or a short work week, employees within the bargaining unit may exercise their seniority for the purposes of electing to voluntarily leave work rather than to remain on the payroll. The employee shall make application to their supervisor **indicating** their desire to apply the above provisions, **provided they have applied before 10 am that day. If approved, the employee shall be required to sign off in writing. [2024]**

7.14 Employees shall be allowed five (5) minutes personal cleanup time prior to regular quitting time. Live hangers and stickers shall be allowed ten (10) minutes. It is understood and agreed that the live hangers will not use the ten (10) minutes clean up time in any way that would adversely affect the production schedule.

7.15 Part-time Employees

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

- a) Part Time employees may be scheduled according to operational needs and the availability of the Part Time employee.
- b) Part Time employees may also be called in at any time to cover for full time employee absences and for emergencies.
- c) There shall be no minimum weekly hours for Part Time employees, but Part Time employees shall not be called in or scheduled to work a shift of less than two (2) hours.
- d) Part Time employees shall be allowed to bid on open full-time positions based on seniority, qualifications, and ability.
- e) Part-time employees shall not be used to the extent that they replace or displace a full-time employee from employment, or prevent establishing a full-time position when one exists, except in cases of short-term absences, medical or disability leaves, vacation coverage, or emergency.
- f) Part-time employees shall not be entitled to medical benefits or pension unless they regularly work in excess of 35 hours per week for six months.
- g) Part-time employees shall receive eighty 80% of the rate of pay or classification for which they are hired or working providing it is not less than minimum wage. Part-time employees hired as a General Labourer will be paid the posted rate for the general labour rate.
- h) After a part-time employee has accumulated service of 520 hours worked with the Employer, the employee shall be granted seniority, which shall date retroactively to the date the employee entered the employ of the Employer. During this time,

the Employer reserves the right to discipline, suspend or discharge any employee who has not completed their probation period. The Employer shall be permitted to discharge probationary employees on the basis that the employee is found to be not suitable. The suitability of the probationary employee will nonetheless be subject to the grievance procedure should the union choose to grieve.

- i) All part-time employees shall be members of the bargaining unit and covered by the full terms of the Collective Agreement.

ARTICLE 8 – Statutory Holidays

- 8.01** (a) The Employer 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	Victoria Day	National Day of Truth and Reconciliation
Family Day	Dominion Day	Thanksgiving Day
Good Friday	B.C. Day	Remembrance Day
Easter Monday	Labour Day	Christmas Day
		Boxing Day

- (b) If an employee is required to work on any of the Statutory Holidays mentioned herein, the employee shall receive, in addition, pay for hours actually worked on the Statutory Holiday at two (2) times their regular rate and these hours shall be considered as scheduled hours worked at regular rates for the purpose of the guarantee.
- (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.
- (d) Double times (2x) the regular rate shall be paid to employees for all hours worked on a special holiday.
- (e) **If a paid Statutory Holiday falls on a Saturday or a Sunday, the Employer will determine which day (Friday or Monday) will be observed as the holiday within (30) thirty working days of the holiday. [2024]**
- (f) If an employee is absent on the day before or the day after a Statutory Holiday without just cause, payment for the holiday may be withheld subject to mutual agreement between the Employer and the Union Grievance Committee.

In the case of repeated absences without just cause, payment for the holiday may be left to the discretion of the Employer.

- 8.02** Layoff or Recall in Holiday Weeks: Employees, if laid off or recalled in the pay weeks in which the public holiday falls, shall receive eight (8) hours' pay at regular rates for such holiday, provided the employee receives pay for hours worked in the month proceeding or succeeding the Statutory Holiday. To qualify for this holiday pay, employees must work out their layoff notice or report for work on recall when required as the case may be.
- 8.03** An employee who is absent for reasons of sickness or non-compensable accident during the period in which a Statutory Holiday occurs, shall receive eight (8) hours pay at their regular rate for such Statutory Holidays as occur during such absence provided the employee has worked at least one (1) shift in the **six (6)** months immediately preceding the holiday. In case of continued absence, the Employer may request a Doctor's certificate to substantiate any illness. It is understood that where an employee is receiving benefits from the Workers' Compensation Board the Employee will receive the difference between Workers Compensation benefit and eight (8) hours pay. **[2024]**

ARTICLE 9 – Automation and Technological Changes

- 9.01** (a) The Employer will provide the Union with three (3) months' notice in writing of intention to introduce automation equipment, technological changes, regulatory, procedural, production volume and demands of the business, which will result in displacement or reduction of personnel. Such notice shall contain the following information when it becomes known or available to the Employer:
- i. Estimated number of employees facing job loss.
 - ii. Estimated number of employees to be displaced/transferred.
 - iii. Estimated duration of job loss, transfer/ displacement.
 - iv. The kind of automated equipment and/or specifics of the technological change being contemplated and the departmental areas affected.
- (b) Employees becoming redundant due to technological change, new equipment or procedures shall be eligible for retraining to equip them for the operation of such new equipment or procedures, or to qualify for new positions. Such retraining will be provided by the Employer 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 Employer 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 the employee had accrued during employment at the end of the recall period or at such earlier time as the employee 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 12, Section 12.11.
- (d) A specified extension of the recall period where recall is applied under subsection "c" above may be mutually agreed by the employee and the Employer, 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 23 of the Agreement.

ARTICLE 10 – Shift Premiums

- 10.01** Each employee shall receive an off-shift premium of seventy-five (\$0.75) per hour for all hours worked commencing between 12:00 noon and 5:00 a.m. Such premiums shall be considered as part of an employee's basic rate **when working. Shift premiums are not attached to vacation, sick leave or paid time outside of hours actually worked.**
[2024]

ARTICLE 11 – Vacation Policy

- 11.01 (a)** The Employer agrees, subject to the provisions set forth within the following sections to grant the following vacations with pay to employees covered by this Agreement. The amount of vacation entitlement for which an employee is entitled will be based upon the amount of service completed as of their own individual anniversary date.

Effective January 1, 1987

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-two (22) years	seven (7) weeks

It is understood and agreed that the "regular rate" shall be defined as the rate being paid at the time vacation is taken or vacation pay is requested.

- (b)** Employees hired subsequent to the date of ratification of the May 6, 1998 Agreement are subject to the following vacation schedule:

After one (1) year	two (2) weeks
After five (5) years	three (3) weeks
After ten (10) years	four (4) weeks
After twenty (20) years	five (5) weeks
After thirty (30) years	six (6) weeks
After thirty-five (35) years	seven (7) weeks

- 11.02** Calculation of Holiday Pay: All employees shall receive pay on the basis of forty (40) hours at their regular rate for each week of vacation or two percent (2%) of their total earnings for the previous year per each week of vacation, whichever is the greater amount.

- 11.03 (a)** Employees 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 11, Section 11.01 and pay for such vacation shall be provided for in clause 11.03 (b) and these days of absence shall be considered as days worked

for the purposes of this Agreement.

- (b) In the case of sickness, compensable or non-compensable accident, an employee upon their return to service with the Employer shall receive service credit for each week of such absence not to exceed twenty-six (26) weeks as if earning had been received, on the basis of forty (40) hours per week at this regular rate of pay. The provisions of this clause shall be restricted to one application per calendar year.
- 11.04** (a) Earned vacation privileges not exercised shall be paid if and when an employee quits or is discharged for cause from service, at a rate equal to the amount of vacation earned. Employees are entitled to receive their vacation pay in advance if they so request.
- (b) The Employer agrees that upon **six** weeks' notice they shall pay to an employee vacation pay to which an employee is entitled based on their regular rate. The Employer further agrees that if the "Holiday Pay Calculation" under Section 11.02 provides the employee with a greater amount of vacation pay, said difference shall be paid to the employee on the following pay day when requested. Upon requests the Employer agrees to show to an employee the calculations on which their vacation pay is based.
- 11.05** Every Bargaining Unit Employee shall become eligible for vacation on January 1st. of each year. The Employer and the Union agree to a common anniversary date. An employee 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 11.06. 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 Section 11.02 of this Article.
- 11.06** The selection of vacation periods shall be on the basis of seniority in each department with the senior employee being given first preference. Vacation may be granted at any time, subject to the demands of the business, but the Employer will make a sincere effort to grant vacations at the time requested by the employees.

During the period of June 1st to September 30th inclusive employees shall be allowed only three (3) weeks of their vacation unless agreed otherwise.

The Employer in full co-operation with the Chief Steward will post a Vacation Schedule beginning the first Monday in December on the Union bulletin board in order to determine the employee's desired vacation times. The selection of vacations will be completed not later than March 1st. in each year with the allotted times signed by both parties and copies immediately provided to the Chief Shop Steward. The Employer and the Union agree to a formula of 10% of the employees per department off on vacation. A greater number may be permitted by the Employer if it will not adversely affect production.

Employees wishing to take vacation from January 1st to March 1st submissions must be in writing before November 30th. These applications will be processed and approved subject to seniority operational requirements and will be posted by

December 15th.

Vacation must be booked before November 1st of the calendar year and if not taken before December 31, it will be paid out on the last paycheck of the calendar year. [2024]

The following shall be considered as departments for "all" purposes of this Agreement.

- Live Processing
- Eviscerating
- Packaging – e.g., Boning, Boxroom
- **Cryovac [2024]**
- Shipping/Driving/Warehouse Freezer (Blast Freezer)
- Cleanup/Sanitation
- Maintenance

11.07 If a paid holiday falls within the employee's vacation period, the Employer will allow the employee concerned a compensatory day's holiday with pay, one day prior to vacation or one day after vacation or at such other time as the employee may designate, such designation shall be subject to mutual agreement.

- 11.08** (a) Employees entitled to vacation will not be allowed to take money in lieu thereof. Employees may choose to work the Saturday **or Sunday** before they commence vacation provided they notify the employer of their availability. The Employer agrees that employees may continue to split their vacation as required. **[2024]**
- (b) An employee eligible for a third and subsequent weeks of vacation entitlement may accumulate such weeks of vacation to be taken in the following vacation year at a time designated by the employee not later than December 31, in the year prior to exercising their accumulated vacation.
- (c) Accumulated vacation credits referred to herein may not be exercised between June 1 to September 30 inclusive in each year.
- (d) Employees shall notify the Employer in writing of their desire to defer vacation credits not later than December 31, in the year prior to their intention of accumulating vacation credits. **An employee who has completed 24 months service, may request to carry forward up to five (5) days vacation into the following calendar year which is paid out at the rate it was earned. [2024]**
- (e) Accumulated vacation entitlement shall be paid at the rate equal to the highest rate of pay the employee received, subject to Article 11, Section 11.01, during the year in which the vacation entitlement was earned.
- 11.09** An employee eligible for vacation who is laid off because of reduction in their crew shall be allowed pay for the vacation for which the employee has qualified.

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

ARTICLE 12 – Seniority

12.01 Seniority shall operate on a total plant basis, except where otherwise provided in this Agreement.

12.02 After an employee has accumulated service of ninety (90) days worked with the Employer, the employee shall be granted seniority, which shall date retroactively to the date the employee entered the employ of the Employer. During this time, the Employer reserves the right to discipline, suspend or discharge any employee who has not completed their probation period. The Employer shall be permitted to discharge probationary employees on the basis that the employee is found to be not suitable. The suitability of the probationary employee will nonetheless be subject to the grievance procedure should the union choose to grieve.

12.03 In the Bargaining Unit, the filling of vacancies in classified jobs 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 exceed twenty (20) working days, however, if mutually agreed, this period may be extended a maximum of ten working days. Employees shall receive the applicable job rate provided for in the wage rate schedule for the job or jobs they have been posted or appointed to when they become qualified. The word "qualified" as used in this agreement shall be interpreted to mean regularly perform the job without assistance. All postings and/or appointments shall be designated in writing with a copy **to the Union mailbox**. The initial vacancy shall be posted and subsequent vacancies, caused as a result of this posting, shall be filled by temporary assignment in **accordance with Article 4.03. [2024]**

The employer and union agree that part-time employees shall not be used to circumvent temporary postings.

12.04 Vacancies in classified jobs within the Bargaining Unit shall be posted for five (5) working days to give employees with seniority ample time to **apply by signing the job posting which is posted in the lunchroom**. The Employer will provide copies of the **posting sign-up sheet** to the Chief Shop Steward or **the union mailbox** at the conclusion of the posting. 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. Transfers to jobs will be made within six (6) weeks from the date the posting was awarded. **If the Employer identifies a need to extend the time before transfer, the employer shall meet with the union to mutually agree to an extended timeline, such requests shall not be unreasonably denied.** Whenever the transfer cannot be accommodated within the ten (10) days, the Plant Superintendent will review the situation with the Chief Shop Steward. When a posted employee is laid off the employee shall return to their prior position upon recall provided that the period of layoff does not exceed three (3) months. An employee who was absent when a vacancy is posted shall receive equal consideration provided a union steward notifies the Employer in writing that the employee wishes to apply for the vacancy **and they have provided confirmation that they will be returning to the workplace within sixty (60) days. [2024]**

12.05 The Employer agrees to post permanent labour rated job vacancies when they occur. Vacancies shall be posted for five (5) working days to give employees with seniority ample time to apply **by signing the job posting which is posted in the lunchroom.** The Employer will provide copies of the **posting sign-up sheet** to the Chief Shop Steward **or the union mailbox** at the conclusion of the posting. In making such transfers the Employer agrees to give consideration on the basis of seniority, however, it is not the intent of this clause to restrict Article 3 - Management. **[2024]**

12.06 (a) The Parties are aware that the Duty to Accommodate employees is a tripart responsibility that includes the employee, union and employer working together to find suitable accommodations to the point of undue hardship. The parties will explore accommodations when an employee has provided supporting functional limitations or restrictions requesting an accommodation. [2024]

(b) Employees covered under the provisions of this clause must present a **Functional Abilities Form (FAF) confirming their limitations and restrictions that** authorizes their return to the work force. **Employees must provide at least one working day's notice of their return to work so that a Gradual Return to Work plan can be implemented. The employer shall pay for the certificate and/or FAF in accordance with Section 19.01 (Medical Reports).**

(c) If the employee lacks sufficient seniority over other employees for a posted job vacancy the Employer may, subject to mutual agreement, assign the returning employee to that vacancy for accommodation 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 Section 12.03 of this Agreement.

12.07 Seniority records will be made available to the Union each three (3) months or within twenty-four (24) hours of a request by the Chief Shop Steward.

12.08 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 herein;

(a) When an employee voluntarily leaves the service of the Employer.

(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 Employer for a period longer than the time allowed in the following schedule:

Length of seniority
At Date of Separation

Over sixty (60) working days
to six (6) months

Over six (6) months

Length of Allowable
Time Off Payroll

Time equivalent to one-half (1/2) to
six (6) months the employee's length
of service

Time equivalent to length of service
up to two (2) years.

- (d) When an employee intentionally and knowingly acts creating an animal welfare issue.
- 12.09** (a) On reducing and increasing forces seniority shall govern provided the senior employee has the qualifications to handle the work performed by the employee of lesser seniority. In cases of dispute, it shall be subject to the Grievance Procedure. It is understood that the order of lay off or recall shall be in accordance with the seniority records list referred to in Section 12.07.
- (b) If it is anticipated that a lay off will exceed one (1) week any employee to be laid off out of seniority order shall be given the opportunity to prove their ability to perform the required work before being laid off. Ability being sufficient after a reasonable trial to do the job, seniority shall prevail. There shall be a five (5) working day training period for labour rated jobs and a ten (10) working day training period for classified jobs this time period may be extended by mutual agreement.
- 12.10** The Chief Shop Steward and the Plant Superintendent, or their designate, shall review the layoff list along with supporting documentation to discuss any problems regarding the layoff list.
- 12.11** When forces are increased, former **laid off** employees will be re- employed and paid the rate of the job to which they are assigned. Employees who have been laid off and are rehired shall not lose the credit for their previous experience in computing their pay rates and shall not have their pay rates reduced. **[2024]**
- 12.12** Any employee who has been notified by registered letter at the employee's last known address to return to work and within seven (7) working days has failed to do so, or failed to contact the office, shall be considered to have quit their employment voluntarily and their existing seniority rights shall thereupon be terminated. When any such notice is sent to any employee by registered letter, copy thereof shall be sent concurrently to the Union Committee.
- 12.13** If an employee is absent from work because of sickness, approved leave of absence or accident, they shall not lose seniority rights and shall return to the position held prior to the absence, or in the event that the job has been eliminated, one of equal rating provided the employee is capable of performing former duties. In the case of such absence, it shall be the duty of each employee so absent to notify the Employer of the reasons for absence and how long they expect their absence will last. Employees absent due to illness or accident over one (1) month shall be required to notify the Employer each thirty (30) days and report their progress. Under the provisions of this clause employees shall continue to accumulate seniority during such absences.
- 12.14** Seniority shall be defined as the length of an employee's service with the Employer and the Bargaining Unit, calculated as the elapsed time from the day the employee was first employed, unless their seniority was broken in which event such calculation shall be from the date the employee returned to work following the last break in their seniority.
- 12.15** 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 Section 12.07.

- 12.16** In case of layoff, except in the case of an Act of Nature, the Employer will provide the following notice, or pay in lieu of notice: **[2024]**

After 3 months of employment	5 working days
After one year of employment	10 working days
After three years of employment	15 working days plus 1 additional week's wages for each additional year of employment, to a maximum of eight weeks.

An Act of Nature is defined as:

Act of nature, also known as act of God, is an event that is caused solely by the forces of nature without human intervention. Any accident that is not under human control, influence, or human involvement, and is caused purely by the direct, individual action of natural forces, and could not have been avoided by foresight, an appropriate degree of care or effort, or the use of any instrument, is considered to be due to act of nature. [2024]

Employees shall receive two (2) days notification where possible **in the event of a non-live processing day which results in a shortage of work.**

This clause shall not be interpreted in such a manner so as to reduce the 'weekly guarantee' as outlined under the provisions of Article **24** herein. In the event of circumstances beyond the Employer's control both parties shall meet to discuss ways and means of decreasing the guarantee to avoid sporadic layoffs. **[2024]**

- 12.17** Temporary Transfer Outside the Bargaining Unit: Where an employee is offered a permanent supervisory position outside the bargaining unit and less than three (3) months time has expired, the employee can choose to return, or the Employer can require the employee to return, to the bargaining unit with no loss of seniority. This provision is restricted to be used only once by an employee during their employment with the employer.

Where an employee is offered a temporary supervisory position outside the bargaining unit, the employee shall be permitted back into the bargaining unit, so long as less than four (4) months has expired the employee can choose to return, or the Employer can require the employee to return to the bargaining unit with no loss of seniority. **Should circumstances require an extension to the four months, the Employer will consult with the union. [2024]**

The Union shall be notified of all promotions into permanent and temporary supervisory positions.

ARTICLE 13 – Grievance Procedure

- 13.01** (a) A Grievance Committee, the number not to exceed three (3) who shall be regular employees of the Employer, shall be elected by the Union in a manner determined by them and the Employer 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 Employer shall be kept informed of the personnel of the Shop Stewards.
- (c) All grievances shall be taken up on Employer time during regular working hours.
- (d) If a Steward has to leave their job or department in connection with a grievance, the steward shall first secure permission from the supervisor 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. For the purposes of facilitating the grievance procedure, the Chief Shop Steward or another Shop Steward shall be free to leave their job or department in order to investigate any grievance brought to their attention but must first inform their supervisor.
- (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 grievance shall contain the provision(s) of the Collective Agreement which are alleged to have been violated, the remedy sought, and the grievor's name (where applicable). The parties agree that these are subject to reasonable amendments after the grievance has been filed.
- 13.02** (a) The following procedure shall be applicable progressively to the adjustment of disputes or grievances:
- First Step: (Informal Process) The employee shall, within ten (10) working days following an alleged infraction or violation, state the complaint to the Union. The Union Shop Steward and/or grievor shall first discuss the grievance with the Supervisor and/or the Human Resource Manager in an attempt to resolve the complaint.
- Second Step: (Formal Process) – If the parties were unable to resolve the grievance informally in the first step, the Union may, within ten (10) working days of the decision rendered from the First Step meeting, have the right to present the grievance to the Plant Manager in writing. The Union shall outline, in writing, the details of the grievance and the remedy sought. A Step two grievance meeting maybe scheduled, and the parties will be able to have present, outside representative(s) if so desired. Following the Union's presentation of the grievance, a written response will be forwarded to the Union within five (5) working days.
- Third Step: If either party is not satisfied with the Step two written decision, they must

inform the other party in writing within ten (10) working days from the date of the decision rendered at Step two. Both parties will then proceed as outlined.

Any disagreement, grievance or dispute arising under this Agreement which is not settled to the satisfaction of either the Union or the Employer under the provisions of this Article shall upon the written notice of either party be submitted to an agreed upon single Arbitrator, who shall be bound by the rules of this Agreement. In the event of failure to agree upon an Arbitrator within ten (10) days, the Arbitrator shall be appointed by the Minister of Labour for the Province of British Columbia. Any expense incurred as a result of the appointment of an Arbitrator shall be borne in equal shares by the Employer and the Union. The Decision of the Arbitrator shall be rendered within two (2) months. The time limits referred to herein may be extended in writing by mutual agreement.

- (b) The Employer recognizes the right of the Grievance Committee to process any grievance that is brought to their attention, or to pursue matters affecting relations between the Employer and employees.
- (c) Saturdays, Sundays and Statutory Holidays shall not be considered as "working days" wherever this phrase occurs in this Article.
- (d) Employees who are required to meet with Management or Supervisory personnel shall have the right to be represented by a Shop Steward of their choice attend with them at any such meeting.
- (e) The union shall notify the employer in writing of the name of each steward and the department(s) they represent, and the name of the Chief Shop Steward, if applicable and any changes thereafter, before the employer shall be required to recognize them. The Employer shall endeavour to meet with employees when a Shop Steward or the Chief Shop Steward is working; however, in emergency situations where a Steward is not available, the employee shall have the right to bring a witness of their choice from the bargaining unit.
- (f) All grievances not presented to the Employer within ninety (90) calendar days from the date the grievance arose, shall be waived.

13.03 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.

13.04 (a) When the Employer deems it necessary to discipline an employee, they shall have a Union Steward present. The Union steward shall be anyone of the Shop Stewards identified by the union from time to time and who is available in the plant. If the employee or employees concerned feel they have been unjustly dealt with, they shall grieve in accordance with article 13.02. 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 Section 13.04 (b).

- (b) If an employee is dismissed for any reason, whatsoever and feels that they have been unjustly dealt with, the employee 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 Employer in writing. The dismissal shall then constitute a grievance and shall be dealt with according to the Grievance Procedure, beginning with the "Second Step." If subsequently it is decided that the employee was unjustly dismissed, the employee shall be reinstated in their former position and shall be paid for this period during which they have not worked as if they had not been dismissed or granted such lesser compensation as seems fair under the circumstances.
- (c) The Employer must give the Local Union notice in writing of the suspension or discharge of any employee and the reasons on the day such action is taken.

- 13.05** 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.
- 13.06** Warnings issued by the Employer as a result of offenses committed by employees shall be void after six (6) months, provided, there is not an additional warning issued for the same offense within the next six (6) months. Any disciplinary measures taken by the Employer shall be void after a period of eighteen (18) months provided there have been no other related disciplinary measures taken during that eighteen (18) 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.
- 13.07** The Employer and the Union agree to jointly issue a Letter of Agreement regarding justice and dignity in the workplace.
- 13.08** The Employer will provide, on an ad hoc basis, an office for the use by the Stewards and Union officials for discussing Union business on Employer premises. The Employer will allow Union officials reasonable access, upon request, to the Employer's telephone, fax and photocopier equipment.
- 13.09** **Joint Labour Management Meeting: The Employer and the Union agree to meet for the purposes of promoting co-operation between the Employer and the Union and discussing issues relating to the work force which affect the parties or any employees bound by this Agreement. Both parties agree to meet monthly, or as necessary; the chair rotates, the Employer will take minutes and both parties to agree upon the minutes prior to distribution. Meetings shall be held on Employer time. [2024]**

ARTICLE 14 – Leave of Absence

- 14.01** When an employee's personal affairs make it desirable for the employee to be relieved temporarily of Employer 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 not be established arbitrarily.
[2024]
- 14.02** 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 themselves.
- 14.03** Leave of absence before being granted, must be requested in writing and approved by the Employer.
- 14.04** Permission for leave of absence extending over a period of more than two (2) weeks must be received 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. Any leave of absence longer than two (2) months will require the employee to be responsible for the employee and employer benefit premiums as outlined in Article 19. Post-dated cheques must be submitted prior to the leave and failure to do so, will result in a cancellation of benefits during the leave of absence.
- 14.05** Requests for leave of absence because of pregnancy will be granted upon application in writing and supported by a Doctor's Certificate. Upon the expiration of the leave of absence, the employee may signify that they wish to return to work, and in such case they will be reinstated within one week provided they have the necessary seniority and is able to perform the required work. Upon return to work the employee will return to the position previously held or to one of equal rating. Under the provisions of this clause, employees shall continue to accumulate seniority.
- The Employer agrees to comply with the legislation regarding Maternity/ Parental leave. The Employer will post the current provisions of the legislation on the Employer bulletin board.
- 14.06** 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 one 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 unless they have been elected or appointed to a full-time position with the Union.
- 14.07** One (1) employee who may be elected or appointed to a **permanent** full-time position with the Union, upon proper notice to be agreed upon by the parties, shall be granted a leave of absence, without pay, not to exceed a **period of three (3) years**. Upon one week's notice of their desire to again return to work for the Employer, the employee shall be placed upon their job previously held, or one of equal pay, without loss of seniority, provided the employee is physically fit and capable of performing the work. Leave of absence under this clause will be **requested in writing by the employee and** given in writing by the Employer. **If the employee wishes to maintain benefits, it will be their**

responsibility to provide post-dated cheques or automatic withdrawal forms and be responsible for both Employer and Employee premiums. [2024]

ARTICLE 15 – Pay Periods

- 15.01** All employees shall be paid on Employer time.
- 15.02** The Employer shall continue to pay all employees their pay cheques on the Pay Day presently in effect. In the event that there is a reduction in the working force on the regular Pay Day; employees will be issued their pay cheques on the day prior to the regular Pay Day. It is agreed that for the purposes of this clause, the Pay Day referred to shall be defined as Friday. Direct Deposit shall be in effect no later than December 31, 1998.
- 15.03** All deductions and income will be itemized each pay period on the payroll slip provided to the employee. The amount of regular hours, overtime hours and rates of pay shall be shown separately on the pay slip.
- 15.04** Any errors in payroll earnings which are **one hundred dollars (\$100.00)** or greater shall be corrected within two (2) business days. Payroll errors less than **one hundred (\$100.00)** shall be corrected on the next payroll period. **[2024]**

ARTICLE 16 – Work Clothing

- 16.01** All employees requiring rubber gloves and aprons shall be supplied gloves and aprons free of charge upon request.
- 16.02** The Employer agrees to supply employees where required to do freezer work with freezer coats and mitts and to provide insulated boots for the employee who is regularly assigned to work in the blast freezer. **The definition of freezers is any room that is refrigerated or cooled and has a temperature of 0 degrees Celsius or lower.** Rubber gloves and/or aprons, rubber pants and/or coats, where specified by the Employer as required by employees in the performance of their assigned duties will be provided by the Employer. Such clothing remains the property of the Employer, shall not be removed from the Employer's premises and must be returned for reissue or upon separation. Clothing not returned when worn out or upon separation will be paid for by the employee. **The Employer will supply** rubber boots. The Employer shall provide replacement pairs at no cost to the employee on an exchange basis. **[2024]**

Those employees who **have completed probation** and elect to purchase an alternative **Employer approved** footwear to rubber boots, shall be **reimbursed once in a calendar year up to \$50.00** towards the purchase of such alternative footwear, which is equivalent to the cost of the rubber boots **provided they provide a receipt. [2024]**

CSA Steel-toed safety footwear **that is** required by employees of the maintenance, shipping, **box room and truck driving** departments who require steel toed safety footwear **and have completed probation** shall have an allowance provided by the Employer of **\$155.00** per **calendar** year. **Any new employee hired who has completed probation will have the allowance pro-rated in their first calendar year.**

Receipts shall be provided to the supervisor. **[2024]**

- 16.03** Laundry service shall be maintained as agreed between the Union and the Employer. All employees shall be supplied with clean laundry when required, however not less often than daily.
- 16.04** The Employer will allow employees adequate relief as well as necessary time for changing clothing or equipment necessitated by a change in working conditions.
- 16.05** The Employer agrees to keep knives and scissors properly sharpened at all times.

ARTICLE 17 – Non-Discrimination

- 17.01** It shall be the policy of the Employer and the Union not to discriminate because of the prohibited grounds as set out in the British Columbia Human Rights Code, or Union activities. The Union and the Employer agree that the workplace should be free of harassment as defined by the Employer Harassment Policy. The Employer and the Union will cooperate with each other in preventing and eliminating harassment.

ARTICLE 18 – Bereavement Leave

- 18.01** When an employee is absent on three (3) of their scheduled days due to the bereavement of an immediate relative, the employee shall receive eight (8) hours pay at their regular rate for each such day. One (1) week for out of Province funerals subject to employee verification if requested by the Employer. For the purpose of this clause an immediate relative shall be one of the following: Wife, Husband, Common Law Spouse, Son, Daughter, Sister, Brother, Mother, Father, common law Mother-in-Law, common law Father-in-law, Step-father, Step-mother, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Grandparents, Spouse's Grandparents, Grandchildren.
- 18.02** Ex-Relatives are not considered immediate relatives with regard to bereavement pay.
- 18.03** Employees who are on compensation during bereavement of an immediate relative shall receive the difference between their compensation rate of pay and their regular rate of pay for three (3) of the schedule days. Employees who are on vacation, lay off, leave of absence, statutory or special holiday, sickness or accident leave shall not receive bereavement pay.

ARTICLE 19 – Employee Benefits

- 19.01** The Employer agrees that the present Group Insurance Plan benefits currently in place shall remain in effect as outlined below. This will not preclude the Employer to seek or change alternate carriers at any time. New employees must complete three (3) months of service with the Employer before being eligible to receive Life Insurance, Weekly Indemnity and Extended Health benefits under this Section.

Employees hired subsequent to the date of ratification of the May 6, 1998 agreement shall be eligible for the benefits outlined in 19.01 (a) (b) (c) and (d) upon completion of twenty-

four (24) months service with the exception of MSP which shall be covered on completion of three (3) months of service. Effective date of ratification (2013) employees who have completed the ninety (90) day probationary period shall have the option of obtaining the following benefits:

EXTENDED HEALTH BENEFITS – Prescription Drugs

The extended health benefits will be available to all employees following successful completion of the probationary period on the basis of the Employer paying fifty percent (50%) of the premiums and the Employee paying 50% of the premiums through payroll deductions. Benefits will be provided to the maximum age limit of seventy (70). At such time as these employees have completed twenty-four (24) months of service they shall become eligible for all Health and Welfare benefits provided by the Collective Agreement, with one hundred percent (100%) of the cost of these premiums borne by the Employer.

Effective the first of the month following the date of ratification of this Agreement, the coverage for visits to Paramedical Massage and Physiotherapy shall be increased to \$50.00 per visit. [2024]

EYEGLASSES

Eyeglasses, Lenses and Frames - \$300.00 every two years for employees and their dependents.

WEEKLY INDEMNITY

Effective the first (1st.) of the month following date of ratification of this Agreement, sick pay (Weekly Indemnity) shall be sixty percent (60%) of the individuals weekly pay, based on forty (40) hours per week, with a minimum Weekly Indemnity benefit of not less than sixty percent (60%) of the top labour rate based on forty (40) hours worked. In the case of normal illness, a three (3) day waiting period is to be observed; payment of benefits commencing on the fourth (4th.) day. However, where an employee is hospitalized due to illness within the waiting period or where an employee is unable to work due to a non-compensable accident, the waiting period shall be waived. The scale of benefits mentioned herein shall be as follows:

Service Factor Benefit Duration

3 months to 17 months	4 weeks
18 months to 47 months	8 weeks
48 months to 71 months	12 weeks
72 months to 95 months	18 weeks
96 months to 119 months	26 weeks
120 months and over	34 weeks

The cost of providing this coverage shall be borne by the Employer.

The Employer agrees to advise the insurance carrier to mail weekly indemnity cheques directly to the claimant.

The cost of insurance premiums for providing this coverage shall be borne by the Employer. The Group Benefit Plan shall be administered in accordance with the regulations outlined in the plan documents and insurance underwriter's policies. The denial of any weekly indemnity claim must be appealed through the Employer's insurance provider who will make the final determination with respect to eligibility. The Employer shall forward to the Union a copy of the insurer's decision letter with respect to each weekly indemnity claim as soon as reasonably possible following receipt. Any costs incurred as a result of the Employer's request for additional medical information shall be borne by the Employer. [2024]

M.S.P. of B.C. (MEDICAL SERVICES PLAN OF BRITISH COLUMBIA)

The Employer shall pay the full premium cost of this Plan to cover all employees within the Bargaining Unit. The provisions of this clause shall also include the M.S.A. (Medical Services Association) Extended Health Plan. In the event that there is an increase in premiums charged for the coverage referred to in this clause for whatever reason, including but not limited to the opting out of Provincial plans by Doctors or the establishment of deterrent fees, the Employer shall absorb such additional costs, if any to a maximum of ten dollars (\$10.00) per visit. The Employer shall be free to provide this extended health plan through the carrier of its choice provided, that such "Plan" is not less favourable in either terms and/or coverage than that contracted for under M.S.A.

Effective the date of ratification of this Agreement the present "Hearing Aid" coverage shall be extended to cover employees and their dependents.

The Employer agrees to investigate the cost of implementing a prepaid prescription identification drug card within six (6) months of ratification. Subsequent to agreement with the Union, any increased cost resulting from this provision will be paid by the employee by payroll deduction.

LIFE INSURANCE

The Employer agrees to maintain the present provisions for life insurance providing for \$45,000.00 coverage for all employees within the bargaining unit to the maximum age limit of seventy (70) with optional and dependent life to the maximum age limit of sixty-five (65). The cost of providing this coverage shall be borne by the Employer.

DENTAL

The Employer agrees to participate in the U.F.C.W. Local 1518 Dental Plan on the following basis. Effective July 1, 1997, the Employer shall contribute thirty-two cents (\$0.32) per hour for each straight time hour worked by all employees in the Bargaining Unit, not to exceed twelve dollars and eighty cents (\$12.80) per week. Effective February 1, 1998, amend thirty-two cents (\$0.32) to read thirty-six cents (\$0.36) and twelve

dollars and eighty cents (\$12.80) to read fourteen dollars and forty cents (\$14.40) per week. Paid vacation, statutory holidays and compliance with Section 19.04 shall be considered as time worked for the purposes of this clause.

Effective August 7, 2000, amend thirty-six cents (\$0.36) to read forty cents (\$0.40). Effective the first pay period subsequent to the date of ratification 2001, the Employer shall contribute forty-eight cents (48¢) per hour for each straight-time hour worked by all employees in the bargaining unit.

Effective December 1, 2003, the Employer shall contribute sixty cents (\$0.60) for each straight-time hour worked by all employees in the bargaining unit.

Effective January 1, 2013, the Employer shall contribute sixty-four cents (\$0.64) for each straight-time hour worked by all employees in the bargaining unit. The maximum Employer paid dental contribution will be increased to sixty-eight cents (\$0.68).

WORKERS COMPENSATION

The Employer shall pay an amount equal to weekly indemnity coverage to employees who are making a Workers' Compensation claim so that employees who are off work because of a work-related injury are protected while waiting for any Workers' Compensation Board payments. It is understood that the provisions of this clause are only applicable where the employee has not received monies from the Workers' Compensation Board within two (2) weeks of applying for benefit.

MEDICAL REPORTS

Cost incurred as a result of the Employer's or insurance carrier's request for **medical notes, Functional Abilities Form (FAF)**, shall be borne by the employee and the Employer will reimburse the employee the amount to a maximum amount of **\$48.25 provided the form is correctly filled out and a receipt has been provided**. Once the Employee has provided objective medical with no prognosis of being able to be accommodated for non-occupational injuries/absences, they will not be required to incur the expense of another FAF for a period shorter than four weeks based on each individual case. **[2024]**

- 19.02** Any benefits or working conditions now in effect and not specifically covered by this Agreement shall remain in effect unless changed by collective bargaining.
- 19.03** The Employer agrees to provide for payroll deduction for those employees wishing to enroll in a savings bond purchase plan of their choice.
- 19.04** The Employer shall not be required to pay the premiums (contributions), and benefit coverage ceases under this Agreement when an employee has:
- (a) been laid off for six (6) continuous months or more
 - (b) has been absent due to a non-compensable accident or illness for 18 months or more
 - (c) has been absent due to compensable accident or illness for 36 months or more.

ARTICLE 20 – Contracting Out

20.01 The Employer agrees that it will not during the term of this contract, enter into new contracts that will have an adverse effect on the employees. When work performed on the premises by outside contractors materially change in practice and has an adverse effect on present employees affected by such change in practice, the matter will be subject to grievance procedure and may be taken to arbitration. This clause will not preclude the Employer from hiring outside trucks and drivers in case of emergency deliveries, or where economically justifiable.

In the event the Employer wishes to contract out work, as outlined above, the Employer will first discuss the matter with the Union. Any agreement arising out of these discussions will provide impacted employees with eligibility for the Separation Allowance provisions outlined in Article 22 or the option of performing whatever Bargaining Unit work is available and be subject to ratification by both parties.

ARTICLE 21 – Appearance in Court

21.01 An employee summoned to appear or required to serve jury duty or one who have been served with a subpoena to appear as a witness shall be paid the difference between what the employee would have earned for their scheduled hours at their paid rate and the court fee received. Employees should notify their supervisor 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 Employer 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 and apply to all shifts.

An employee charged with a criminal offense and subsequently found guilty shall not be entitled to remuneration under this clause.

ARTICLE 22 – Separation Allowance

22.01 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 have not been granted retirement pension
- (c) 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.
- (d) In order to qualify for separation allowance employees will continue to work in a satisfactory manner as long as required.
- (e) Effective the date of ratification the separation allowance shall be:
 - From 1 – 10 years: one (1) week per full year of service.

- From 11 years and over, the ten (10) years allowance plus one and one-half (1- 1/2) week per full year over ten (10) years, with a maximum of twenty-six (26) weeks.
- (f) 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.
- 22.02** Employees who accept separation pay under the provisions of this clause shall on doing so terminate their seniority and employment relationship with the Employer and shall have no further rights under this Agreement or any other Agreement between the signing parties.
- 22.03** In the event that part of the plant remains open, employees eligible to received separation allowance may elect to remain on the seniority list for possible recall. The Employer will hold the separation allowance for such employees 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.
- 22.04** In respect of those employees who are eligible for separation allowance under this Article the Employer will continue to contribute to the Group Life Insurance, Dental Plan, Medical Surgical, Major Medical and Hospitalization Plans. Such contributions shall continue for a period of up to four (4) months, following the month in which the plant is closed and will be made on the basis existing at the time of closing.

Effective October 1, 1981, such contributions shall continue for a period of five (5) months.

ARTICLE 23 – Hot Goods

- 23.01** The Employer agrees that in the event of a legal strike amongst the employees of a concern with which the Employer is doing business, it will not ask, require or in any way force or compel members of the Union to service such a 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.

ARTICLE 24 – Weekly Guarantee

- 24.01** The Employer agrees to guarantee every employee with seniority in excess of one year, and not otherwise excluded, in every week of employment thirty-two (32) hours pay at regular rates, subject to the following provisions:
 - (a) The Employer shall at its discretion adjust the work force in proportion to the work available or expected. To provide employees with their weekly guarantee the Employer shall be free to distribute available work equitably within the work force.
 - (b) The guarantee shall be reduced by pay for the number of hours for which an employee is not eligible for payment of wages. This will include tardiness, or

absence from work on any day, or part of a day, quitting or hiring during the week, being engaged in a stoppage of work, suspension, or dismissal or being on layoff.

Employees eligible for the guarantee who have worked during any week shall be entitled to the full thirty-two (32) hour guarantee for such weeks and shall not have their guarantee reduced or eliminated by reason of a layoff.

- (c) The guarantee shall be the same in weeks in which the paid public holidays occur as in others. Pay received for public holidays shall be regarded as part of the guarantee. If holidays other than the agreed public holidays are observed, by agreement or as required by law, the guarantee in such weeks shall be the number of hours available for work.
- (d) When an employee's working hours are reduced below the minimum mentioned above, in one fiscal week, the guarantee, if any, shall be calculated and paid on a proportionate basis as sixty-four (64) hours of pay at their regular rate in each payroll period or pay in lieu of work.
- (e) In consideration of the foregoing, the Union agrees and the Employer expects that employees will perform whatever tasks may be assigned to them conscientiously.
- (f) Employees hired subsequent to the date of ratification of the May 6, 1998 Agreement must have twenty-four (24) months of service to be eligible for the guaranteed work week.

24.02 Any employee who is called for work for the express purpose of relieving an employee because of sickness shall not be entitled to the thirty-two (32) hour guarantee provisions of this Article.

ARTICLE 25 – Sanitation

25.01 The Employer 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 to the satisfaction of employees as represented by the Union's Committee.

25.02 The Union agrees that all employees will make every effort to cooperate with the Employer in this matter of cleanliness, sanitation and health.

ARTICLE 26 – Tool Replacement

26.01 The Employer shall provide for the equal value replacement of tools broken or worn out on the job **and the broken tool will be returned to the Employer. [2024]**

26.02 The Employer shall supply metric tools where required by employees in the performance of their duties. The Employer shall purchase and own these tools and employees will have

full access to them.

- 26.03** The Employer shall reimburse the First Aid Attendant and the designated backup First Aid Attendant for all cost incurred in the maintenance of First Aid tickets required in the performance of their duties.

ARTICLE 27 – Pension Plan

- 27.01** (a) The Employer agrees to participate in and contribute to the CANADIAN COMMERCIAL WORKERS INDUSTRY PENSION PLAN.
- (b) The Employer agrees to contribute to the Trust Fund of the Canadian Commercial Workers Industrial Pension Plan in the following amount. Nine cents (\$0.09) to be applied to purchase a pension credit for past service to a maximum of five (5) years. Effective the pay period commencing after the date of ratification of this agreement, the Employer will increase the contribution rate towards current and future service to fifty-one cents (\$0.51) per hour. Effective July 1, 1999, the contribution rate will be increased to fifty-three cents (\$0.53) per hour. Effective July 1, 2000, the contribution rate will be increased to fifty-five cents (\$0.55) per hour. Effective July 1, 2002, the contribution rate will be increased to sixty cents (60¢) per hour. Effective December 1, 2003 the contribution rate will be increased to sixty-three cents (\$0.63) per hour. Effective December 1, 2005, the contribution rate will increase to sixty-eight cents (\$0.68) per hour. Effective December 1, 2015 the contribution rate will increase to seventy-three cents (\$0.73) per hour.
- (c) For purposes of paragraph (b) above, hours paid means all hours paid to all employees. The maximum number of hours paid per week is the number of hours of the normal week of a full-time employee in the bargaining unit.
- The said hours paid shall include hours worked, hours paid by the Employer for the time not worked because of vacations, statutory holidays, bereavement leave, jury duty, or grievance meetings, etc.
- (d) The Employer agrees to sign the "Participation Agreement" and to supply any other documents, forms, reports or information requested/required by the Trustees of the Pension Plan.
- (e) 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 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 of 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 or on the date required by the Trustees.

ARTICLE 28 – Reimbursements

- 28.01** Additionally, the Employer shall reimburse employees up to a maximum of \$75.00 upon receipt of fees for the cost of medical examinations required by licensing authorities to maintain their Class 1 license that is required in the performance of their job.
- 28.02** If Technical Safety BC requires employees who need fourth-class steam or fourth-class refrigeration tickets in the performance of their duties to pay an annual fee for the granting of certificate of qualification starting in January 2018, the Employer agrees to reimburse employees upon receipt of fees.

WAGE SCHEDULE

Wage increases for all employees upon ratification retroactive on all hours worked since expiry of the contract.

These increases to be added to each step of the wage scale in all departments of the Wage Schedule.

Grader classification is only applicable during the period in which Cryovac operates. Any time a Grader works in Cryovac for one hour or longer, the Grader rate of pay shall apply for the entire shift.

Wage Schedule

	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
PLANT LABOUR				
Start Rate	\$18.00	\$18.45	\$19.45	\$20.15
After 6 months	\$18.00	\$20.05	\$21.05	\$21.75
After 12 months	\$18.00	\$21.65	\$22.65	\$23.35
After 24 months	\$24.23	\$25.23	\$26.23	\$26.93

		Increase 1.00	Increase 1.00	Increase 0.70
PLANT CLASSIFIED				
Cooler Person	\$24.40	\$25.40	\$26.40	\$27.10
Grader	\$24.42	\$25.42	\$26.42	\$27.12
Boning (Hanger/Skinner)	\$24.42	\$25.42	\$26.42	\$27.12
Evisceration Line Worker	\$24.42	\$25.42	\$26.42	\$27.12
Turkey Boner	\$24.42	\$25.42	\$26.42	\$27.12
Freezer Person	\$24.50	\$25.50	\$26.50	\$27.20
First Aid Attendant	\$24.59	\$25.59	\$26.59	\$27.29
Assistant Shipper	\$24.69	\$25.69	\$26.69	\$27.39
Warehouse Person	\$24.20	\$25.20	\$26.20	\$26.90
Head Shipper	\$26.03	\$27.03	\$28.03	\$28.73
Clean-up (Sanitation)	\$24.20	\$25.20	\$26.20	\$26.90

Cutter Operator	\$24.87	\$25.87	\$26.87	\$27.57
Live Poultry Hanger	\$25.20	\$26.20	\$27.20	\$27.90
Live Processor/Blesser	\$25.20	\$26.20	\$27.20	\$27.90
Utility Person	\$25.17	\$26.17	\$27.17	\$27.87

MAINTENANCE

5th Class Power Engineer	\$32.94	\$35.00	\$36.17	\$36.87
4th Class Power Engineer	\$36.50	\$38.00	\$39.00	\$39.70
Millwright	\$40.50	\$42.00	\$43.00	\$43.70
Electrician	\$40.50	\$42.00	\$43.00	\$43.70

The maintenance rates have been adjusted to reflect the market adjustment effective January 1, 2024.

Level 1 - Apprentice (Millwright/Electrician)	80%	\$32.40	\$33.60	\$34.40	\$34.96
Level 2 - Apprentice (Millwright/Electrician)	85%	\$34.43	\$35.70	\$36.55	\$37.15
Level 3 - Apprentice (Millwright/Electrician)	90%	\$36.45	\$37.80	\$38.70	\$39.33
Level 4 - Apprentice (Millwright/Electrician)	95%	\$38.48	\$39.90	\$40.85	\$41.52
Level 5 - Apprentice (Millwright/Electrician)	100%	\$40.50	\$42.00	\$43.00	\$43.70

The parties agree the rates contained in the maintenance schedule are minimum rates.

SIGNED this 11 day of July, 2024.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER



Patrick Johnson, President

Robert Kirby

Robert Kirby (Jul 11, 2024 20:42 EDT)

Robert Kirby

LETTER OF UNDERSTANDING #1

Re: Seniority Provisions in Event of Plant Openings or Transfers

Should the Employer 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 Employer 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, shall be on the basis of seniority. Previous service with the Employer shall be recognized for the purposes of vacations, separation allowance and welfare plans.

RENEWED THIS 6th **DAY OF** February, 2024 .

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

Robert Kirby

Robert Kirby (Jul 11, 2024 20:42 EDT)



Patrick Johnson, President

Robert Kirby

LETTER OF UNDERSTANDING #2

Re: Staffing Levels

The Employer and the Union recognize that lower staffing levels, due to absenteeism, place a greater workload for those employees on the line. The parties agree to study this problem, during the term of this Agreement, with a view of achieving a solution which will be acceptable to both parties.

RENEWED THIS 6th **DAY OF** February, 2024 .

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

Robert Kirby

Robert Kirby (Jul 11, 2024 20:42 EDT)



Patrick Johnson, President

Robert Kirby

LETTER OF UNDERSTANDING #3

BETWEEN: Sofina Foods Inc. (Lilydale Division) Abbotsford (Plant), Abbotsford, B.C.
United Food and Commercial
Workers International Union, Local
1518

RE: U.F.C.W. Health, Safety and Education Training Fund

Effective January 1, 1997, the Employer agrees to administer the deduction of two cents (\$0.02) per hour for every hour worked by employees to a maximum of forty (40) hours per week. Said deduction to be submitted to the U.F.C.W. Health, Safety and Education Training Fund by the 15th of the following month for which deductions were made.

RENEWED THIS 6th **DAY OF** February, 2024 .

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER



Robert Kirby
Robert Kirby (Jul 11, 2024 20:42 EDT)

Patrick Johnson, President

Robert Kirby

LETTER OF UNDERSTANDING #4

BETWEEN: Sofina Foods Inc. (Lilydale Division) Abbotsford (Plant), Abbotsford, B.C.
United Food and Commercial
Workers International Union, Local
1518

Re: Banked Overtime Hours

Employees may elect to bank hours of overtime, up to a maximum of eighty (80) straight time hours. This decision must be communicated to the Employer, in writing, prior to December 31 each year, on an appropriate form to be provided by the Employer. Banked hours are earned during the calendar year between January 1 and December 31. Banked hours will be paid at the rate the employee was receiving at the time they earned the banked hours. Banked hours will only be utilized for maximizing regular hours during a short work week or to apply against the three day waiting period referred to in 19.06(b). For the purpose of this clause it is understood that a short work week is defined as a week in which the number of scheduled work hours is less than forty (40) hours. Upon three (3) weeks' notice to the Employer, 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.

RENEWED THIS 6th DAY OF February, 2024.

ON BEHALF OF THE UNION



Patrick Johnson, President

ON BEHALF OF THE EMPLOYER

Robert Kirby

Robert Kirby (Jul 11, 2024 20:42 EDT)

Robert Kirby

LETTER OF UNDERSTANDING #5

BETWEEN: Sofina Foods Inc. (Lilydale Division), Abbotsford (Plant),
Abbotsford, B.C.

And: United Food and Commercial Workers International Union,
Local 1518

Re: Article 7.04(d) – Overtime Solutions

The Employer and the Union recognize that the processing of live animals is of mutual concern and therefore the parties agree to monitor the situation of having insufficient volunteers to perform the available overtime. The parties will meet during the term of the Agreement to discuss ways of reducing overtime and encouraging employees to volunteer when emergency situations arise.

RENEWED THIS 6th DAY OF February, 2024.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

Robert Kirby

Robert Kirby (Jul 11, 2024 20:42 EDT)



Patrick Johnson, President

Robert Kirby

LETTER OF UNDERSTANDING #6

BETWEEN: **Sofina Foods Inc. (Lilydale Division), Abbotsford (Plant),
Abbotsford, B.C.**

And: **United Food and Commercial Workers International Union,
Local 1518**

Re: Attendance Management Program

The Employer agrees that its attendance policy will not provide for discipline for non-culpable absences. This Letter does not otherwise restrict the Employer's ability to manage absenteeism.

RENEWED THIS 6th DAY OF February, 2024.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

Robert Kirby
Robert Kirby (Jul 11, 2024 20:42 EDT)



Patrick Johnson, President

Robert Kirby

LETTER OF UNDERSTANDING #7

BETWEEN: Sofina Foods Inc. (Lilydale Division), Abbotsford (Plant),
Abbotsford, B.C.

And: United Food and Commercial Workers International Union,
Local 1518

Re: UFCW Pension Plan

Should it be determined, by secret ballot 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 will 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 in Article 27.01(b) 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 Employer will have no further obligation for contribution to CCWIPP or any other liability toward it once contributions are redirected in accordance with this Article.

RENEWED THIS 6th DAY OF February, 2024.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER



Patrick Johnson, President

Robert Kirby

Robert Kirby (Jul 11, 2024 20:42 EDT)

Robert Kirby

LETTER OF UNDERSTANDING #8

BETWEEN: **Sofina Foods Inc. (Lilydale Division), Abbotsford (Plant),
Abbotsford, B.C.**

And: **United Food and Commercial Workers International Union,
Local 1518**

Re: Bulk Line & Hand Temperature

During negotiations for the renewal collective agreement in 2022, the union raised the issue of hand temperatures on the Bulk Line.

The Employer agreed that, it will in good faith review whether there are steps that can be taken to help with hand temperatures in this area.

The Employer further committed to meet and discuss with the Chief Steward post investigation whether it is possible to make changes to assist with the union's concern.

RENEWED THIS 6th DAY OF February, 2024.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER

Robert Kirby
Robert Kirby (Jul 11, 2024 20:42 EDT)



Patrick Johnson, President

Robert Kirby

LETTER OF UNDERSTANDING #9

BETWEEN: Sofina Foods Inc. (Lilydale Division), Abbotsford (Plant),
Abbotsford, B.C.

And: United Food and Commercial Workers International Union,
Local 1518

Re: Apprenticeship Training Program

The Employer and the UFCW, Local 1518 recognize the value of highly skilled employees. The parties have therefore agreed to foster the enhancement of skill development of their employees and members through the promotion and implementation of an Apprenticeship Program.

Therefore, the Parties agree:

Each employee who enters the Apprenticeship Program will complete the Training Program in its entirety and will remain in the employ of Sofina Foods Inc., for a minimum period of two years following completion of the Program. Failure to fulfill either or both conditions will result in a requirement for the employee to repay Sofina Foods the tuition costs of the Program paid on behalf of the employee. If an employee partially completes the Program or fails to remain in the employ of Sofina Foods for a full two years after completing the program, the amount of tuition to be repaid shall be pro-rated accordingly. An apprentice must complete the program within six (6) years.

The costs of the tuition may be recovered from an employee who fails to meet these conditions by deducting the amount from vacation or other monies owed to the employee at the time of termination of employment. If these monies are insufficient to repay the debt the employee will, prior to termination, repay the difference between the amount covered by the monies owed the employee and the debt. Further, if the employee does not complete the program the monies will be repaid within one (1) month of the employee's last training module or session of the Program. This requirement for tuition will be waived should the employee find it necessary to withdraw from the Program for objective medical reasons.

The apprentice must provide written documentation from the program coordinator that they have successfully completed their respective school term and has moved up to the next highest year of studies within the program.

A current employee who has an interest in doing an apprenticeship and has the capabilities and prerequisite to complete the education will carry their current rate of pay over until they begin their apprenticeship program at which point, will join the scale outlined below:

1st Year	80 % of Classification Rate
2nd Year	85 % of Classification Rate
3rd Year	90 % of Classification Rate

4th Year 95 % of Classification Rate

5th Year 100% of Classification Rate

Before commencing the Apprenticeship Program each Sofina employee who enters the Apprenticeship Training Program will sign the Letter of Commitment agreeing to the tuition recovery as set out in paragraph (a) of this memorandum and authorizing the deduction of such tuition from vacation pay or other monies owed as set out in paragraph (b) above.

The Parties further agree to the following:

- a) Apprenticeship guidelines will be in conduction with the Skilled Trades British Columbia Apprenticeship Training Division.**
- b) The cost of fifty percent (50%) of tuition fees will be paid by Sofina Foods while all other costs will be the responsibility of the apprentice. Upon successful completion of the Program, Sofina will reimburse the apprentice for the remaining fifty percent (50%) of tuition costs.**
- c) Apprentices must be willing to sign a commitment stating that after completing the Apprenticeship Program the Apprentice will commit to work for Sofina Foods for at least a two-year period, otherwise the Apprentice will reimburse monies paid by Sofina Foods for the costs incurred during the program.**
- d) Completion of an Apprenticeship Program will not automatically result in an appointment to Journeyperson status. A vacancy must exist and normal posting and competition processes will apply.**
- e) Apprentices must apply for Employment Insurance when attending modular training. [2024]**

SIGNED THIS 6th DAY OF February, 2024.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER



Patrick Johnson, President

Robert Kirby

Robert Kirby (Jul 11, 2024 20:42 EDT)

Robert Kirby

LETTER OF UNDERSTANDING #10

BETWEEN: Sofina Foods Inc. (Lilydale Division), Abbotsford (Plant),
Abbotsford, B.C.

And: United Food and Commercial Workers International Union,
Local 1518

Re: Alternative Shift Schedules

The parties agree to the extended shifts as outlined below:

1. Hours of Work

The alternative shift schedule in the maintenance department is four (4) ten (10) hour shifts per week. These shifts are staggered throughout the week and weekend and do not attract overtime as per the collective agreement but rather as outlined below.

2. The current shifts are as follows but are subject to change as operational requirements require.

MORNING SHIFT	AFTERNOON SHIFT
06:00 AM - 4:30 PM	2:00 PM - 12:00 AM
07:00 AM - 3:30 PM	
	NIGHT SHIFT
	10:00 PM - 8:30 AM
	11:00 PM – 07:30 AM

3. Overtime for ten (10) hour shifts

- a) For employees hired prior to May 18, 2018, all time worked before or after the negotiated schedule of hours shall be paid for at double time (2X) the employees' regular rate of pay.
- b) For employees hired after May 18, 2018, all time worked before or after the negotiated schedule of hours shall be paid at time and one half (1.5X) the employees' regular rate of pay, except as follows: Double time (2X) shall apply to all hours worked over twelve (12) hours in a single day. Double time (2X) shall also apply to all hours worked on a Statutory Holiday.
- c) A ten hour shift worker who has completed their regular work week (4-by-10-hour shifts) and is asked to work on the fifth day will be paid time and one half (1.5X) for all hours worked up to 12 hours at which point they would be paid at double time (2X) for all hours worked beyond twelve (12) hours in a day.
- d) A ten hour shift worker who has completed their regular work week (4-by-10-hour shifts) and is asked to work on the sixth day will be double time (2X) for all hours worked.

There shall be no pyramiding of any overtime or premium payments under this agreement.

4. Paid Breaks

There are total of 45 minutes paid breaks for employees working a full 10-hour shift. The lunch break shall be 30 minutes unpaid.

5. Paid Leave of Absences

Bereavement leave shall be determined as per Article 18, except that the employee will be paid a bereavement allowance up to a maximum of the days computed by multiplying their regular straight time hourly rate times 10 hours.

6. Jury duty shall be paid as per article 21

7. Designated Holidays

Employees who are scheduled to work their normal forty (40) hours due to the placement of the designated holiday will receive ten (10) hours for that statutory holiday.

8. Procedure to Change Schedules – (From 8-hour shift to 10-hour shift or vice versa)

The Employer agrees that except that by mutual consent no individuals schedule from an eight to ten-hour shift or vice versa shall be changed without providing thirty (30) calendar days' notice to the employee with a copy to the Union.

9. Dual Ticket Premium

While addressing the 10-hour shifts the parties realized that during the last round of bargaining, the parties failed to put the \$0.97 premium for any maintenance person holding more than one ticket required within the collective agreement the parties confirm that the employer has continued to pay it and there was no intent of removing it during the last round bargaining.

10. Duration of this LOU

This LOU will expire with the collective agreement.

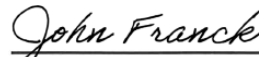
SIGNED THIS 15th DAY OF August, 2025.

ON BEHALF OF THE UNION

ON BEHALF OF THE EMPLOYER



Patrick Johnson, President



John Franck – Plant Manager



Robert Kirby – Sr. Director, Labour Relations

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