

COLLECTIVE AGREEMENT

Between

Britco Pork Inc.
22940 Fraser Highway
Langley, BC V2Z 2T9

(Referred to as “the Company”)

And

United Food and Commercial Workers Union, Local 1518
Chartered by the United Food and Commercial Workers
International Union

(Referred to as “the Union”)

December 11, 2014 to December 10, 2019

Ratified by member vote: April 9, 2015



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ARTICLE 1 – Purpose

- 1.01 The Company operates a meat processing facility, which requires a skilled work force and a flexible and efficient operation to meet the competitive demands of a market-driven industry.
- 1.02 This Agreement is intended to establish terms and conditions of employment beneficial to the employees, to provide a harmonious method by which to resolve differences promptly and without interruption of work and to enable the Company to operate the plant efficiently and profitably.

ARTICLE 2 – Recognition

- 2.01 The Company recognizes the union as the exclusive bargaining agent of the employees in the bargaining unit as described in the certification issued by the Labour Relations Board.

ARTICLE 3 – Union Security

- 3.01 The Company will obtain from each new employee the necessary union membership applications. All employees shall become and remain members in good standing of the Union as a condition of employment.

Union Dues

- 3.02 Union dues shall be payable by all employees. The Company will deduct from each employee's pay the amounts of Union dues established by the Union.

Dues shall be deducted bi-weekly for the 26 pay periods of each year. Deductions shall be forwarded to the Treasurer of the Union not later than three business days following the pay date, together with a printed statement listing names of employees for whom deductions were made.

Information

- 3.03 The Company shall supply a bulletin board for use of the Union for the posting of notices of official Union business, such notices to be first approved by the Company.
- 3.04 The parties agree to provide each employee with a copy of the agreement.
- 3.05 Each month the Company shall provide the Union with a list of current employees and their addresses.

ARTICLE 4 – Management Rights

- 4.01 The Union recognizes and agrees that, except as specifically abridged or modified by this agreement, all of the rights which the Company has prior to the signing of this agreement are retained solely by the Company.
- 4.02 Without limiting the generality of the foregoing, the Company reserves the sole and exclusive right to operate and manage the business in all respects, including the right to hire employees; to direct and schedule the work force; to promote, demote, transfer and lay off employees; to discipline and dismiss employees for just and reasonable cause; to make, publish, revise and enforce reasonable rules and regulations governing the conduct of employees and the operation of the business; to assign to

jobs; to increase or decrease the working forces; and to determine the products to be handled, subject only to the provisions of this Agreement.

4.03 Management personnel may perform bargaining unit duties only for the purposes of training, sample retrieval, production line congestion relief and temporary staffing shortages.

ARTICLE 5 – Hours of Work and Overtime Hours of Work

5.01 The normal work week shall be 8 hours per day, 40 hours per week, Monday to Friday. However, the Company may establish regular work weeks of Tuesday to Saturday if required to meet business needs.

5.02 Regular starting times for shifts shall be determined by the Company, in order to operate the plant efficiently, but there shall be regular schedules providing for regular steady shifts, not swing shifts. Every employee will be provided with a written form detailing their start time and work week schedule.

5.03 Flexible Work Shifts

(a) The Company may implement Flexible Work Shifts consisting of rotating shifts of either ten or twelve hour days for employees in the Maintenance Department. Articles 5.09 MEAL BREAK, 5.10 REST PERIODS, and 5.05 and 5.06 OVERTIME will not apply to employees on Flexible Work Shifts.

(b) Overtime for employees on a Flexible Work Shifts shall be paid as follows:

1. One and one-half times the employee's regular hourly rate:

- i) After ten hours for shifts with ten hour work days,
- ii) After twelve hours for shifts with twelve hour work days
- iii) For time worked on the employee's first scheduled day off in a shift.

2. Two times the employee's regular hourly rate for time worked on a Statutory Holiday, or on the employee's second day off in a shift.

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

- i) A fifteen minute rest period approximately one-quarter into the shift
- ii) A thirty minute rest period approximately mid-shift
- iii) A twenty minute rest period approximately three-quarters into the shift.

(d) If an employee on a Flexible Work Shift is expected to work more than one hour beyond the end of a shift, a paid 15 minute rest period shall be provided. In addition, if an employee on a Flexible Work Shift works overtime such that the employee is working more than five hours since the rest period referred to in c) iii) above, then a further 15 minute paid rest period will be provided and the Company will either provide a meal, or pay a \$6.00 meal allowance.

5.04 No **full time** employees shift or start time shall be changed without at least twenty-four (24) hours prior notice. In the event that a **full time** employee's shift or start time must

be changed without 24 hours prior notice, time and one-half shall be paid for hours worked outside of the existing shift or start time.

Overtime

- 5.05 Overtime shall be paid at one and one-half times the employee's regular hourly rate in the following cases:
- a) Before or after eight hours on a regular scheduled work day.
 - b) After 40 hours in a regularly scheduled work week.
 - c) For time worked on a Saturday, except where the time falls within the employee's regularly scheduled work week.
- 5.06 Overtime shall be paid at two times the employee's regularly hourly rate in the following cases:
- a) After 11 hours worked on a regularly scheduled work day.
 - b) After 48 hours worked in a regularly scheduled work week.
 - c) For time worked on a Sunday, or a statutory holiday, except where that time falls within the employee's regularly scheduled work week.

Distribution of Overtime

- 5.07 (a) When overtime is necessary in any job, the overtime shall be assigned to the employee who was performing the job in the regular hours preceding the overtime period.
- (b) If the job requiring overtime was not occupied in the regular hours prior to the overtime period, or if there is more than one employee occupying similar jobs where overtime is required, the senior qualified employee in that department shall have the first opportunity to work the overtime. If in this process a sufficient number of employees do not volunteer, then the Company shall assign the overtime to qualified employees in reverse order of seniority, first in the department and then in the plant.

For the purposes of this article, qualified, means able to do the job without instruction or supervision.

Banked Overtime

5.08 **Full time** employees will be allowed to bank a maximum of 80 (cumulative) hours, at their regularly hourly rate, of overtime per calendar year. The Company will, subject to the requirements of the business, grant time off to employees, which will be paid out of the employee's banked overtime. Upon 2 weeks' notice, the employee may request to be paid out all monies in his overtime bank, to be included in their next payroll cheque. In any event, all employees' banked overtime balances will be reduced to zero, by payment on their payroll cheque at each calendar year end, or when they leave the Company.

Meal Break

5.09 (a) A meal break, without pay shall be provided not more than 5 hours after the start of a shift. Employees required to work more than 5 hours without a meal break shall be paid one and a half times their regular hourly rate for all time worked in excess of 5 hours until a meal break is taken.

(b) If an employee is expected to work more than one hour beyond the end of the shift, a paid 15 minute rest period shall be provided. In addition, if the employee works overtime such that the employee is working more than 5 hours since the first meal break referred to in (a) above, then a further 15 minute paid rest break shall be provided and the Company will either provide a meal, or pay a \$6.00 meal allowance.

Rest Periods

5.10 (a) A 15 minute rest period will be given twice each shift, before lunch and after lunch, subject to the production schedule, provided each work period is not more than two and one half hours. It is agreed that except in cases of personal necessity, employees shall not ask for additional time off during the day.

(b) Maintenance and Sanitation shall receive two half-hour rest periods each shift. The first rest period shall be unpaid and the second rest period shall be paid. The paid rest period shall only be payable for shifts of at least six hours. In the event that a shift is more than three hours but less than six hours and a paid rest period has not been taken, the employee shall receive 15 minutes of pay.

Reporting Pay

5.11 Unless the employee has been previously notified not to report to work, an employee reporting for work at a scheduled starting time and finding no work, or if less than 4 hours work is available, shall be paid 4 hours at the applicable rate.

Call Backs

5.12 An employee called back to work after leaving the plant following a regular shift, shall be paid a minimum of 4 hours at the applicable overtime rates.

ARTICLE 6 – Seniority

6.01 Upon request of the Union, the Company agrees to provide an up to date seniority list containing the name, classification and seniority date of each

employee in the bargaining unit.

- 6.02 Seniority is defined as the length of an employee's service at Britco Pork Inc., calculated from the first day of employment, once the employee has completed the probationary period and provided the employee's seniority was not broken, in which case seniority shall be calculated from the date the employee returned to work following the last break in seniority.

Probation

- 6.03 New employees shall be on probation and shall not acquire any seniority or entitlement to benefits until they have accumulated 60 days worked.
- 6.04 During the probationary period, an employee may be dismissed on grounds of unsuitability. The suitability of a probationary employee shall be determined by the Company; however the Company shall not act in a manner which is arbitrary, discriminatory, or in bad faith.
- 6.05 Upon satisfactory completion of the probationary period, an employee's seniority shall be calculated from the first day of employment in accordance with Article 6.01

Transfers

- 6.06 The Company may transfer employees temporarily from one job classification to another in order to operate the plant efficiently, provided that if an employee is asked to perform work in a higher paid job classification for more than 4 hours, the higher job rate will be applied for all such work. If the temporary work is lower rated, the employee shall continue to be paid the employee's regular rate, unless the transfer was at the employee's request.

Layoff and Recall

- 6.07 Probationary employees shall be laid off first; then employees with the least seniority, provided the remaining employees have the necessary skills and qualifications to do the work.
- 6.08 The last employee laid off shall be the first employee recalled when work is available, provided the employee has the necessary skills and qualifications to do the work. (Note: It is the obligation of the employee to keep the Company advised of their current address and phone number.)

Loss of Seniority

- 6.09 Seniority shall be lost and an employee's employment terminated if the employee:
- (a) Resigns, or is dismissed for cause;
 - (b) Fails to report to work when recalled or cannot be located after reasonable effort on the part of the Company. Reasonable effort shall be telephone calls and if necessary, a letter delivered to the employee's last know residence and if within two working days after delivery of notice the employee fails to report to work;
 - (c) Has been laid off for a period longer than six months; or

(d) Is absent without leave for more than 3 working days unless a reasonable explanation for the absence is provided.

6.10 Absence from work because of sickness, occupational or non-occupational accident, or leave of absence shall not break an employee's seniority rights. After such absences, the employee shall return to their previous position, or one of equal rating provided the employee is able to perform the work.

ARTICLE 7 – Wages

7.01 Employees shall be classified and paid according to the schedule of wages and classifications in Appendix "A" and "B". New employees who have the required skills, ability and experience may be paid more than the start rates specified.

Pay Periods

7.02 Employees shall be paid every two weeks by payroll deposit, and shall be provided with an information stub disclosing details of all deductions.

Time Clock

7.03 **All Employees will be paid for time worked by the minute. For clean up at the end of the day, employees will be paid their actual time spent up to a maximum of 5 minutes.**

ARTICLE 8 – Vacations

8.01 **Employees** shall be eligible for vacation with pay after completing one year of continuous service. Vacation entitlement shall be as follows with pay at the applicable percentage of annual gross earnings:

After 1 year	10 days	4 percent
After 4 years	15 days	6 percent
After 10 years	20 days	8 percent
After 20 years	25 days	10 percent
After 25 years	30 days	12 percent

Full time employees will accrue their vacation pay and receive it at the time they take their vacation. Part time employees will not accrue vacation pay and will instead receive their vacation pay on each pay cheque.

8.02 Vacation shall be granted by the Company bearing in mind the requirements of the business, but on the basis of seniority. The Company shall post the vacation calendar by January 31st, upon which employees shall mark their preferences. The senior employee shall make his selection within 2 weeks, failing which the next most senior employee shall have the first choice and so on until all employees have indicated their preference. The schedule will be finalized by March 31st and posted with no bumping after March 31st.

8.03 If a statutory holiday falls within an employee's scheduled vacation, the vacation will be extended by one day, either at the beginning or the end of the vacation; or the employee may select to take an alternate day off at another time, by mutual

agreement.

- 8.04 Vacation shall not be carried over from year to year.
- 8.05 Employees whose service with the Company terminates before the end of any vacation year shall receive vacation pay in accordance with the percentages set out in Article 8.01.
- 8.06 Vacation pay shall be paid out once per year. Vacation pay earned in the previous year shall be paid out by separate cheque or payroll deposit with a covering statement of deductions no later than fourteen business days after the employee's seniority date.

ARTICLE 9 – Holidays

9.01 Statutory holidays recognized by the Company are:

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

and any other general holiday proclaimed by the federal or B.C. government. Holidays falling on weekends shall be observed on the Friday or Monday in accordance with the requirements of the business and after consultation with the Union.

- 9.02 **An employee, who has worked fifteen (15) of the thirty (30) calendar days prior to the statutory holidays in 9.01, shall be eligible for statutory holiday pay.**
- 9.03 An employee shall not be eligible for statutory holiday pay if absent on the scheduled work day immediately prior or after the holiday unless the employee received permission from the Company to be absent, or was absent due to sickness or other good cause arising from circumstances beyond his control. In such cases, the Company may require valid evidence to support the employee's claim.
- 9.04 (a) **All full time employees who have completed one full year of service are eligible for a General Floating Statutory Holiday. This holiday must be taken within one year of the employee's seniority date or the floating stat will be paid out with no carryover to the next year. Part time employees are not eligible for a General Floating Statutory Holiday.**

(b) **Eligible full time employees who would otherwise have been entitled to a Remembrance Day Statutory Holiday as per article 9.01 shall be entitled to a Floating Statutory Holiday in lieu of the Remembrance Day Statutory Holiday only if the plant remains open and the day is worked. In addition, all employees working on that day will be paid one and one-half (1 1/2) times their regular rate for the day.**

(c) There is to be no carryover of Floating Statutory Holidays. However, if an employee is prevented from taking an earned Floating Statutory Holiday because of compensable accident, sickness, or an approved leave of absence then the holiday(s) will be carried forward to the next year.

(d) Employees must submit a signed and dated Floater Request Form at least 14 days in advance of the requested day off. The Floating Statutory holidays are to be scheduled by mutual agreement between the Company and the employee; however a sincere effort will be made to grant the time requested by the employee. It is mutually understood that the Company must ensure adequate staffing levels before approving a request for a Floating Statutory Holiday.

(e) The Company agrees to approve requests for the date of November 11th for the Remembrance Day Floating Statutory Holiday to a maximum number of 10% of any department. Notwithstanding this commitment, the Company will make every reasonable effort to approve all requests for this date, subject to the requirements of the business. If the Company is unable to approve all requests for November 11th, seniority will prevail.

ARTICLE 10 – General Bereavement Leave

10.01 When a full time employee who has completed the probationary period attends the funeral or memorial service for an immediate relative, he shall receive 8 hours pay at his regular rate for the day of the funeral or memorial service and two other days immediately before or after the funeral or memorial service provided such payments are made only in respect of absence from work on a regular work day.

Immediate relative is wife, husband, daughter, son, mother, father, sister, brother, mother-in-law, father-in-law, stepmother, stepfather, brother-in-law, sister-in-law, grandparents, grandchildren and stepchildren.

In case of grandparents-in-law, son-in-law and daughter-in-law, the employee is entitled to day of the funeral or memorial service only.

Time off must be taken at the time of the bereavement.

Part time employees are entitled to unpaid bereavement leave.

Parental Leave

10.02 Maternity and parental leave will be granted in accordance with the Employment Standards Act.

Leave of Absence

10.03 The Company may grant a leave of absence without pay for good and sufficient reason, providing this does not interfere with the requirements of the business or the vacation choices of other employees. The leave must be requested in writing and approved by the Company in writing and will not be granted to permit an employee to obtain other employment.

Jury/Witness Duty

10.04 An employee who has completed the probation period and serves on jury duty, or who

is summonsed as a witness in a court proceeding, shall be paid the difference between the employee's regular straight-time pay and pay for such duty, provided the employee would otherwise have worked on such days.

Knives, Tools and Boots

- 10.05 The Company will continue its practice of supplying necessary knives, tools and boots, but employees shall be responsible for sharpening knives.
- 10.06 **Maintenance and Shipping personnel** who have completed the probationary period will be provided with a **Safety Boot reimbursement of up to \$100 per calendar year. All safety footwear must be C.S.A approved and a proper receipt must be provided before the reimbursement will be paid. This reimbursement eligibility shall not carry over from year to year.**
- 10.07 Should any employee quit or be terminated within 6 months of receiving Boot Allowance, one half of the allowance will be repayable on a prorated basis starting from the date the allowance was paid.
- 10.08 Maintenance Department personnel are required to provide their own basic tools and shall be entitled to a Tool **reimbursement of \$130 per year. The Tool reimbursement will be payable one year after the employee registers his tool kit with the Maintenance Manager, and in each succeeding year thereafter. A proper receipt must be provided before the reimbursement will be paid. This reimbursement eligibility shall not carry over from year to year.**

Notification

- 10.09 Employees shall notify the Company at once of changes of address or telephone number, temporary or permanent. Failure of the employee to do so will relieve the Company of any responsibilities it may have under this agreement.
- 10.10 Laundry service for work clothing supplied by the Company shall be maintained at no cost to the employee.
- 10.11 The Company will reimburse employees for renewal of necessary licenses required in the performance of their duties, including reimbursement of regular wages lost if they are required to write exams during scheduled working hours.
- 10.12 An employee who suffers an injury while at work during regular working hours which requires medical or hospital attention shall not sustain any loss of regular pay for that day provided the employee first reports to the first aid attendant and is given permission to leave the plant.
- 10.13 Upon expiration of one year from the date of the occurrence upon which a disciplinary entry or adverse reference to an employee's conduct was entered in the employee's personal file (two years in the case of suspensions), the Company will be precluded from using such entry or reference in any disciplinary action provided the employee has not received further discipline during the one year period (two years in the case of suspensions).

ARTICLE 11 – Grievances and Arbitration

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

STEP ONE

The employee, with or without a **Shop Steward**, shall first speak with their supervisor or the **Plant Superintendent** and they will do their best to resolve the differences.

STEP TWO

In the event a resolution is not reached, the grievance shall be placed in writing and given to the plant manager within 3 working days of the Step One meeting.

A meeting shall be scheduled within 3 working days between the plant manager, or designate, and one or more **Shop Stewards** (with or without the griever). **A Staff Representative of the Union may also choose to participate in meetings at this step.**

STEP THREE

Should the grievance not be resolved at the Step Two meeting, then the Union or the Company may refer the grievance to arbitration **or if the parties agree, to troubleshooting**. If a Grievance is not taken to arbitration **or troubleshooting** within 14 days of the Step Two meeting, the Grievance is deemed to have been abandoned.

TIME LIMITS

11.02 Grievances must be filed and dealt with promptly. Any grievance, which is not filed within 14 calendar days of the event giving rise to the grievance, or of the date on which the griever should have known of the grievance, shall be deemed to be abandoned.

ARBITRATION

11.03 The parties shall agree upon a single arbitrator and if no agreement is reached on a name within 15 calendar days, either party may request the Arbitration Bureau to name an arbitrator.

11.04 The arbitrator shall arrange a hearing, conduct the arbitration, and endeavour to render a decision within 30 days of the hearing.

11.05 The decision of the arbitrator shall be final and binding. The arbitrator has no power to alter or amend the collective agreement.

TROUBLESHOOTING

11.06 **Mark Brown, Brian Foley, or any other individual agreed to by the parties will be utilized to conduct expedited hearings on the following basis:**

- (1) Both parties must consent to the grievance being referred to troubleshooting. Once referred to troubleshooting, the parties anticipate that the hearing will commence within 3 weeks of such referral.**

- (2) Only grievances where the parties have shared all relevant information regarding the grievance, and all reliance documents and facts have been exchanged shall be referred. The parties agree that disclosure of information and documents will take place in a timely manner.
- (3) In the event that either party has new evidence that was not available prior to the agreement to refer the grievance to troubleshooting, that evidence may be immediately introduced and disclosed to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow fair opportunity for analysis and reply.
- (4) Interpretation grievances or grievances regarding the discharge of employees shall not be referred to troubleshooting unless mutually agreed by the parties.
- (5) Decisions of the troubleshooter shall be in writing but shall be without prejudice to future grievances, non-precedent setting, and shall not be publicized.
- (6) While either side may use legal counsel to assist in the preparation of the case, presentation of the case at the hearing will be performed by a management employee of the Company and by the Union's current Business Agent servicing the bargaining unit. Legal counsel may attend the hearing.
- (7) The parties shall develop other procedures or guidelines as necessary.

11.07 The cost of **any** arbitrator **or troubleshooter** shall be paid equally by the Company and the Union.

Union Representation

11.08 When an employee is suspended, dismissed or given written **or recorded verbal** discipline, the Company shall ensure that a **Shop Steward** is present, provided a member is present at the time in the plant. **This meeting will be held in a private area.**

11.09 The Company will provide the Union with reasonable space within the facility where the Union may install a lockable filing cabinet for its exclusive use. The Company agrees to continue to provide meeting space for Shop Stewards and other representatives authorized by the Union. This space will be used for meeting with members who have potential grievances or for caucus discussions.

Union Representative Visits

11.10 A full time Union Representative, known to management as the Business Agent, will be entitled to visit the plant to discuss working conditions, labour issues and resolve conflict that arises out of any disagreement between the employees and management.

11.11 The Business Agent, prior to entering and before visiting the plant, shall contact management representatives and seek permission to visit the plant. Permission will not be unreasonably refused.

11.12 Upon arrival to the plant, the Business Agent shall notify the management representative of his/her presence and will sign in as a visitor at the front office before going to the desired location.

11.13 The Business Agent shall meet with bargaining unit employees in designated areas only during the employees' non-working time.

11.14 When in the plant, the Business Agent will observe and follow all plant safety rules, policies and procedures.

11.15 Under no circumstances will the Business Agent or Shop Steward interrupt, disrupt or stop any employee while engaged in the performance of their duties. If the Business Agent or Shop Steward wishes to speak to any employee he/she shall first obtain permission from their supervisor or manager who shall not unreasonably deny or delay this request.

Union Leaves Of Absence

11.16 Union Leaves of Absence

(a) One (1) employee who may be elected or appointed to a full time position with the Union, upon proper notice to be agreed upon by the parties of this Agreement, shall be granted a leave of absence not to exceed eighteen (18) months, without pay or benefits. Upon one (1) weeks' notice of his or her desire to return to work for the Company, he or she shall be returned to a position within his/her former classification and department, or in the event that the position has been eliminated to one in the same classification without loss of seniority, provided he or she is physically fit and capable of performing the work. Leave of absence under this clause will be given in writing by the Company.

(b) An unpaid leave of absence of up to two weeks shall be granted upon request by an employee who has been elected or appointed to attend any

function on behalf of the Union providing that the absence does not interfere with the requirements of the business. Such employee shall continue to accumulate seniority for the period of such leave and upon his/her return to work shall be reinstated to a position within his/her former classification and department, or in the event that the position has been eliminated to one in the same classification. Employees on leave under the provision of this clause shall receive pay at their regular rate for Statutory Holidays which occur during such leave of absence. Under the provisions of this clause the Company will be provided with five (5) working days notice of the requested leave wherever possible.

Shop Steward Recognition

11.17 Shop Steward Recognition

- (a) Shop Stewards, the number to be decided by the Union shall be elected or appointed by the Union in a manner determined by them and the Company shall be kept informed of the personnel of the Shop Steward.**
- (b) All grievances shall be taken up on Company time during working hours at a mutually agreeable time.**
- (c) If a Shop Steward has to leave his job or department in connection with a grievance he shall first secure permission from the plant manager or designate before leaving the job or department. Such permission shall be granted as promptly as possible.**

Joint Consultation

11.18 On the request of either party, the parties shall meet at least once every 2 months until this agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement, as required by S.53 of the Labour Relations Code. The purpose of this committee is to promote the co-operative resolution of workplace issues, to respond and adapt to changes in the economy, to foster development of work related skills, and to promote workplace productivity.

ARTICLE 12 – Safety and Health

12.01 The Company shall make reasonable provision for the safety and health of all employees during the hours of their employment. Protective equipment and safety devices required by the WorkSafe B.C., or health authorities, shall be provided by the Company and shall be worn or used by the employees.

12.02 The parties shall establish and maintain a joint safety committee in accordance with WorkSafe B.C. regulations. One company committee member and one Union committee member shall be involved in accident investigations. **The Safety Committee shall meet once a month, or more frequently if both parties deem it necessary. Meetings are to be held during regular working hours at regular hourly rates.**

ARTICLE 13 – Benefits

13.01 Benefit coverage under the Company benefits program is subject to the terms and

conditions of the plans or insurance policies. Any disputes regarding the payment of benefits are a matter between the employee and the insurance carrier, and are not subject to the grievance and arbitration articles of this collective agreement. A booklet describing the benefit plans will be provided to all eligible employees.

- 13.02 **Only full time** employees are eligible for coverage under the plan after completion of the probationary period.
- 13.03 It is not intended that an employee receive wage loss payment from more than one source for the same period, which exceeds 100% of normal wages. It is understood that in those situations, the insurance carrier may recover amounts in excess of 100% in accordance with the subrogation provisions of the plan.
- 13.04 Long Term Disability, Life Insurance and Accidental Death and Dismemberment plans are provided for all eligible employees. Participation in these plans is a condition of employment. The Company will pay 100% of the cost of providing the Life insurance and Accidental Death and Dismemberment Plans. Employees will pay 100% of the premium cost of the Long Term Disability Plan.
- 13.05 Participation in the Extended Health (including Vision), and Dental plan is voluntary. **Eligible** employees wishing to participate will pay 25 % of the premium costs for these plans.
- 13.06 The Company shall pay 100% of the premiums required for coverage under the British Columbia Medical Services Plan (MSP) for all eligible employees. This provision is subject to the condition that coverage for the employee and the employee's family is not available through the employee's spouse's plan at another place of employment.
- 13.07 Employees away from work for any reason are required to forward the required premiums for the benefit plans. In the event that premium contributions are more than three pay periods in arrears the employee's benefit coverage may be cancelled.
- 13.08 Benefits shall continue for all employees on approved leaves or extended disability for a period of 12 months from the date the absence from work commenced.

Abuse of Benefits

- 13.09 Misrepresentation in connection with any of the benefits shall be grounds for discipline, including dismissal.
- 13.10 **The benefits as currently provided by the Employer shall not be reduced during the life of this Agreement, except by the mutual agreement of the Union and the Employer.**

ARTICLE 14 – Duration of Agreement

- 14.01 This agreement shall take effect as of the 11th day of December **2014** and shall remain in force until the 10th day of December **2019** and from year to year thereafter, provided that written notice to commence collective bargaining may be given by either party within 90 days of December 10th, **2019**, or the 10th day of December in any year thereafter.
- 14.02 During any period of negotiations following notice to commerce collective bargaining,

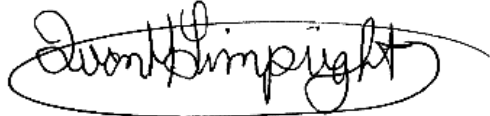
this agreement shall remain in full force and effect.

14.03 The operation of section 50(2) and (3) of the Labour Relations Code are specifically excluded.

SIGNED THIS _____ DAY OF _____,

**ON BEHALF OF THE EMPLOYER
BRITCO PORK INC.**

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



Ivan Limpricht
President

APPENDIX A – Departments and Job Classifications

- (a) The Company recognizes the value of a skilled and motivated workforce. Whenever possible, employees will be provided with the opportunity to acquire training and skills in job classifications of interest to them.
- (b) The assignment of employees to each classification shall at all times be determined by the Company taking into account the operational needs of the business.** When the Company determines a need to fill a permanent vacancy in any job classification, it shall **post the position within five (5) working days from the time it became vacant. Temporary vacancies such as sickness, compensation and holidays etc. need not be posted.**
- (c) The filling of permanent vacancies shall be based on seniority, merit based on objective criteria, and ability. Ability and merit being about equal, seniority shall prevail.**
- (d) A reasonable trial period shall not be less than thirty (30) working days, however, if it is obvious that a person cannot qualify or is causing loss or damage to product or equipment, they may be removed at any time during their trial period and returned to their prior classification.**
- (e) Subject to section “(g) On the job training” below, and the “Appendix “B” (a) Start Rate” section of this Agreement, employees shall receive the applicable job rates provided for in the wage rate schedule for the job or jobs they have been posted or appointed to, when they become qualified. The word “qualified” as used in this Agreement shall be interpreted to mean: regularly perform the job at line speed without instruction or assistance.**
- (f) The Shop Stewards(s) shall be notified in writing no later than two (2) working days after the expiry of the job posting as to which applicant has been chosen to fill the vacancy.**
- (g) On the Job Training

When an employee agrees to on the job training for a higher rated job classification, the employee may be paid at a rate that is less than the posted rate. The employee’s wages shall progressively increase to the posted rate as the employee acquires the required skills. In the event that the employee ultimately fails to qualify, they will be reassigned to a job classification where they are fully qualified.

PORK KILL DEPARTMENT

Level 1 **Skilled Meat Cutter (Kill Floor)**

Employees must be qualified as a level 2 employee (kill floor), and be able to perform all of the following jobs at line speed.

Gam, open brisket/pull tongue, splitting saw, held rail, head boning, head skinning, drop bung, gut, **stick hogs**.

Level 2 **Semi-Skilled Meat Cutter (Kill Floor)**

Employees must be able to perform at least 3 of the following jobs at line speed.

Stun hogs, shave hogs, break heads, stick wound removal, offal harvest, heart-valve harvest.

Level 2.5 **Semi-Skilled General (Kill Floor)** **Box Scale and Prober operators.**

Level 3 **Kill Floor Duties - General**

Drover, shackle, toenail removal, burner, bung gun, leaf lard removal, scrape/stamp carcasses, push carcasses, offal cleaning.

Level 4 **Kill Floor Labourer**

PORK CUT DEPARTMENT

Level 1 **Skilled Meat Cutter (Pork Cut)**

Employees must be qualified as a level 2 employee (Pork Cut), and be able to perform all of the following jobs at line speed. Lift neck bones, trim loins and butts, bone all primal and sub-primal pork cuts to specification.

Level 2 **Semi-Skilled Meat Cutter (Pork Cut)**

Employees must be able to perform at least three of the following jobs at line speed.

Jowl removal/dunseth blade, remove hind leg, bone picnics, bone buckeyes, staged boning, **whizard knife**, **jowl trim**, **back fat trim**, **pull side ribs**.

Level 2.5 **Pork Cut Semi-Skilled General** **Box Scale, Band saw and Cryovac Operators.**

Level 3 Pork Cut General

Weigh/push carcasses, tail and flank removal, skinner, loin puller operator, stack boxes, CVP machine, Injector.

Level 4 Pork Cut Labourer

Shipping

Proficient at and licensed to operate lift trucks, high lift, forklift.

Sanitation

WHMIS trained, trained in cleaning procedures and chemical usage.

Maintenance

Certified Tradesmen (1)

Non-Certified Tradesmen (2)

4th Class Power Engineer / **Maintenance (3)**

Maintenance (4)

Maintenance Helper

Job Rotation

All employees are required to acquire skills in all jobs in their classification in order to facilitate job rotation.

APPENDIX B – Wage Rates

A. Start Rate

All new employees shall be paid a start rate equal to the greater of:

- (a) \$10.50 per hour
- (b) \$3.00 per hour less than the job classification into which they have been hired.

Employees will progress to the wage rate of their job classification over a two-year period. Increases will be made every six months in an equal amount. Progression to the job classification rate is to be earned at work; absence from work due to layoff, leave of absence, or absences due to sickness or accident totaling more than 240 hours will not count as time worked for purposes of wage progression.

B. Year End Bonus

All **full time** employees who have completed their probationary period as of December 15th in any year of this contract shall receive a Year End Bonus payable on the last business day before December 25th. The payment shall be in the sum of two parts.

Part 1: Fixed Rate Bonus

A dollar amount equal to the sum of the employee's regular and overtime earnings as at the end of pay period 25, multiplied by 1.25%.

Part 2: Discretionary Bonus

A discretionary bonus may be paid to employees based on the performance of the Company and the employee's contribution to the Company's success. The criteria used to determine this discretionary bonus will include:

- Workmanship and attention to detail
- Cost saving initiatives
- Creative problem solving, and efforts to improve quality
- Teamwork and cooperation
- Attention to workplace safety, and food safe practices

C. Wage Adjustment

	Current Rate	Pay Period 25 2014	Pay Period 25 2015	Pay Period 25 2016	Pay Period 25 2017	Pay Period 25 2018
Level 1	\$18.27	\$18.64	\$19.01	\$19.29	\$19.68	\$20.07
Level 2	\$16.49	\$16.82	\$17.16	\$17.41	\$17.76	\$18.12
Level 2.5	\$15.11	\$15.41	\$15.72	\$15.96	\$16.28	\$16.60
Level 3	\$13.96	\$14.24	\$14.52	\$14.74	\$15.04	\$15.34
Level 4	\$11.67	\$11.90	\$12.14	\$12.32	\$12.57	\$12.82
Shipping	\$16.49	\$16.82	\$17.16	\$17.41	\$17.76	\$18.12
Sanitation	\$14.72	\$15.01	\$15.31	\$15.54	\$15.86	\$16.17
Certified Tradesmen (1)	\$24.87	\$30.00	\$30.60	\$31.06	\$31.68	\$32.31
Non-certified Tradesmen (2)		\$25.00	\$25.50	\$25.88	\$26.40	\$26.93
4th Class Power eng. / Maintenance (3)	\$19.29	\$21.50	\$21.93	\$22.26	\$22.70	\$23.16
Maintenance (4)		\$20.00	\$20.40	\$20.71	\$21.12	\$21.54
Maintenance Helper	\$16.75	\$17.09	\$17.43	\$17.69	\$18.04	\$18.40

- (1) Certified Tradesperson - must have journeyman electrician, millwright, or plumber ticket;
- (2) Non-Certified Tradesperson - must have necessary millwright or plumber skills and experience, but not have a journeyman ticket;
- (3) 4th Class Power Engineer / Maintenance - must have full maintenance position qualifications and have their 4th Class Power Engineering ticket;
- (4) Maintenance - must have full maintenance qualification (including ability to “run the floor”), but no 4th Class Power Engineering ticket

D. WAGE PREMIUMS

- (1) Early start premium: employees will be paid an additional \$0.25 per hour for all hours they work on any shift that starts before 4:30 a.m.
- (2) The Union committee member appointed to the joint safety committee pursuant to article 12.02 shall be paid an additional \$0.25 per hour.
- (3) Employees who are designated by the Employer as First-Aid Attendant and hold the required certification will be paid a premium of:
 - a) First Aid Attendant Level 1 - \$0.25 per hour
 - b) First Aid Attendant Level 2 - \$0.50 per hour
- (4) Employees who are designated by the Employer as the Fork Lift Trainer and hold the required certification will be paid a premium of \$0.50 per hour.
- (5) Employees who are designated Lead Hand by the Employer will be paid a premium of \$1.50 per hour.

E. OVER-RATE EMPLOYEES

Employees who are already being paid above the current classification wage rates or at or above the 4 new maintenance rates in section “C. Wage Adjustments” as of the date this agreement is ratified shall be identified as “over-rate employees”. Those employees shall receive general wage increases equal to three quarters (3/4) of the annual wage increases applied to the listed classification rates, until their wage rates are equal to the listed classification wage rates.

The Employer agrees that, effective March 31st, 2015, no new over-scale rates shall be paid without the consent of the Union.

Agreement on General Wage Increases

The parties agree to the following general wage increases:

- Year 1: 2.0%
- Year 2: 2.0%
- Year 3: 1.5%
- Year 4: 2.0%
- Year 5: 2.0%
- Wage increases are retro-active to December 11th, 2014.

APPENDIX C – Bi-Weekly Attendance Bonus

An attendance bonus of \$40 **per pay period** will be paid to **eligible full time** employees. To qualify, employees must have perfect attendance for the **pay period** – no absenteeism, lateness, **unapproved leaves or compensatory injuries**.

Vacations, **bereavement, jury duty and** approved leaves of absence will be prorated.

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

APPENDIX D – R.R.S.P.

If a **full time** employee elects to participate in the RRSP, the Company will match the contribution of the employee every pay period according to the following table and the following conditions:

<u>Company Service</u>	<u>Company Contribution</u> <u>per pay period</u>	<u>Maximum</u> <u>per year</u>
12 to 36 months	\$24.25	\$630.50
36 to 60 months	\$34.65	\$900.90
60 to 84 months	\$42.74	\$1,111.24
84 months plus	\$53.13	\$1,381.38

Any participating full time employee who elects to move to part time status will continue to be eligible to be in the RRSP matching payments for a period of six (6) months.

To be eligible for matching payments, employees must have completed one year’s service, and must be actively at work during the pay period. If an employee withdraws cash from the RRSP, they will be ineligible for the matching payment for 2 years.

LETTER OF UNDERSTANDING #1

BETWEEN: BRITCO PORK INC.

AND: UFCW Local 1518

RE: CURRENT WAGE RATES FOR EMPLOYEES

No Reduction in Earnings

- (1) No employee currently being paid above the posted rate in a classification will have their current wage rate reduced while they remain in that classification.**
- (2) No employee currently being paid as a lead hand will see their hourly rate at ratification 2015 be reduced while they remain working as a lead hand.**
- (3) When an existing employee changes classifications, that employee will thereafter be paid the wage rate in the collective agreement then applicable to their position.**

Existing Lead Hands

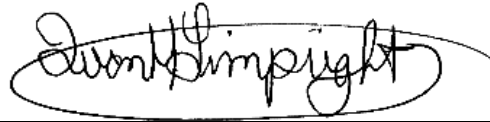
- (1) It is agreed for existing lead hands, their current rate of pay (except for the fork lift trainer premium) will be considered their wage rate for the purposes of any applicable wage increases, but that these individuals will not receive an additional \$1.50 lead hand premium on top of that wage rate.**
- (2) Due to the increase in the scale rate for Certified Tradesmen, the existing Maintenance Lead Hand shall receive an increase in his wage rate (which includes the Lead Hand premium) to \$31.50/hr. Thereby, this rate of pay shall be considered his wage rate for the purposes of any applicable wage increases.**
- (3) When an existing lead hand ceases to be a lead hand, that employee will thereafter be paid the wage rate in the collective agreement then applicable to their position.**

THIS MEMORANDUM OF AGREEMENT DOCUMENTS THE REVISIONS TO THE CURRENT COLLECTIVE AGREEMENT THAT HAVE BEEN AGREED TO BETWEEN THE EMPLOYER AND THE UNION.

SIGNED BY THE PARTIES ON APRIL 1st, 2015

ON BEHALF OF THE EMPLOYER
BRITCO PORK INC.

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



Ivan Limpricht
President

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