

COLLECTIVE AGREEMENT

between

VALLEYBROOK GARDENS LIMITED

and

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
ON BEHALF OF LOCAL NO. 2009**

January 1, 2015 – December 31, 2020

TABLE OF CONTENTS

PREAMBLE:.....	3
ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION.....	3
ARTICLE 2 - DEFINITION OF EMPLOYEES	3
ARTICLE 3 - MANAGEMENT RIGHTS	4
ARTICLE 4 - UNION SECURITY PROVISIONS.....	4
ARTICLE 5 - HOURS OF WORK AND OVERTIME.....	6
ARTICLE 6 - STATUTORY HOLIDAYS.....	9
ARTICLE 7 - VACATIONS WITH PAY.....	10
ARTICLE 8 - SENIORITY.....	11
ARTICLE 9 - GRIEVANCE PROCEDURES AND ARBITRATION	14
ARTICLE 10 - WAGE SCHEDULE	15
ARTICLE 11 - MEDICAL AND INSURANCE BENEFITS	17
ARTICLE 12 - SICK LEAVE BENEFIT.....	18
ARTICLE 13 - SAFETY AND HEALTH	18
ARTICLE 14 - TECHNOLOGICAL CHANGE.....	19
ARTICLE 15 - GENERAL PROVISIONS	20
ARTICLE 16 - RAIN GEAR BENEFIT.....	22
ARTICLE 17 - DURATION OF AGREEMENT.....	23
APPENDIX "A"	24
APPENDIX "B"	26
LETTER OF UNDERSTANDING.....	28
KEY WORD INDEX.....	29

THIS AGREEMENT entered into this 1st day of June, 2015

**BETWEEN: VALLEYBROOK GARDENS LTD.
(hereinafter called the "Company")**

OF THE FIRST PART

**AND: UNITED STEELWORKERS, LOCAL 2009
(hereinafter called the "Union")**

OF THE SECOND PART

PREAMBLE:

The purpose of this Agreement is to secure for the Company, the Union and the employees the full benefits of orderly and legal collective bargaining and to ensure to the utmost extent possible the safety and physical welfare of the employees, economy of operation, quality and quantity of output, and protection of property. It is recognized by this Agreement to be the duty of the Company, the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Union recognizes the Company as a family owned and operated farm as a nursery, which involves the care and maintenance of living plants.

The Company and Union agree to abide by the terms set out in this Agreement. The Union further agrees that it shall at all times instruct its members to act in accordance with the terms contained in this Agreement. The Company agrees, in the exercise of the functions of management, that the provisions of this Agreement shall be carried out.

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

1.01 The Company recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the current Certification issued by the Labour Relations Board of British Columbia for the purposes of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

ARTICLE 2 - DEFINITION OF EMPLOYEES

2.01 The term "employee" as used in this Agreement is restricted to hourly paid employees at 1831 Peardonville Road, Abbotsford, British Columbia except confidential employees, office employees, truck drivers and those employees who perform management functions or those employees excluded under the provisions of the Labour Code.

2.02 "Regular employee" is an employee Listed in Appendix "A", which is attached to and forms part of this Agreement. Regular employees have seniority and are eligible for the conditions and benefits of this Agreement, which shall be pro-rated on the basis of the percentage of normal full-time straight-time hours each employee actually works.

2.03 "Seasonal employee" is an employee who is hired on a seasonal basis, who may work up to full-time hours on a regularly scheduled basis.

2.03.01 a) Seasonal employees do not exercise seniority. They shall serve the normal probation period under article 8.01. They shall be paid the applicable rate of pay in accordance with article 10 (or incentive pay in accordance with article 5.05, if and when applicable). And, they shall pay Union dues in accordance with article 4.

- b) "Seasonal employees shall not be eligible for any of the other conditions, benefits and/or prerequisites of this Agreement, save and except statutory holiday pay in accordance with the applicable sections of article 6, vacation pay in accordance with clause 7.02, layoff notice in accordance with clause 8.16, access to the grievance procedure in accordance with article 9, and the applicable provisions of Hours of Work under article 5. Effective May 4, 2003, seasonal employees shall be paid an additional twenty-five cents (\$0.25) per hour on each pay cheque in lieu of the medical, insurance benefits and other benefits set out in this Agreement.

- 2.03.02 The hiring and/or rehiring of seasonal employees shall be at a matter of Company discretion, provided that seasonal employees who have successfully completed probation under article 8.01 shall be offered employment during subsequent seasons unless the Company has just cause for not so doing. Seasonal employees shall automatically be converted to regular employee status if they actually work seven hundred and fifty (750) hours (including overtime) in any calendar year (Jan. – Dec.). Employees, who are converted under this section, shall not be required to complete a new probationary period, provided they successfully completed probation as a seasonal employee, and their regular employee seniority date shall be adjusted to include their hours actually worked as a seasonal employee.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The management of the Company's business, in all respects, is vested exclusively with the Company, subject to the express provisions in this agreement.
- 3.02 There will be no discrimination against any employee by reason of his/her race, colour, creed, national origin, marital status, sex, sexual orientation, family relationships, disability, political or religious affiliations, citizenship, place of residence, nor by reason of his/her membership or activity in the Union.
- 3.03 The Union agrees that it shall cooperate fully with the efforts of the Company to maintain or improve the skill, efficiency, ability, and production of the working forces, the quality of its products, and the methods and facilities of production, subject to the provisions of this Agreement.

ARTICLE 4 - UNION SECURITY PROVISIONS

- 4.01 All employees, including present employees, upon completion of thirty (30) calendar days, shall authorize the Company on a form provided by the Union, to deduct from their wages an amount equal to the regular Union dues as prescribed by the Union Constitution.
- 4.02 If an employee works less than five (5) days in a calendar month, his/her dues will not be deducted for that month (paid days on vacation and paid statutory holidays will be considered as days worked.)
- 4.02.01 No employee shall be subject to any penalties against his/her application for membership or reinstatement, except as may be provided for in the I.W.A. as revised November 1971, and September 1973, and in accordance with the bylaws of the following Local Unions, as of November 1971: Nos. 1-80, 1-85, 1-363, 1-2171, 1-3567 which the Local Unions have certified as being correct as of November 1971.

4.02.02 Any employee who applies to join the Union pursuant to the provisions herein and whose application is rejected by the Union, shall not be subject to discharge from employment.

4.02.03 Effective December 24, 1999, five cents (\$.05) per hour worked by employees in the bargaining unit will be paid into the I.W.A. Local I-3567 Education Fund, on a monthly basis.

4.03 Check-off

The Company shall require all new employees at the time of hiring to execute the following assignment of wages in duplicate (see Appendix "B"), the forms to be supplied by the Union. Said forms to be forwarded to the Union not later than fifteen (15) calendar days following the date of hiring.

This assignment, in the case of employees already members of the Union, shall be effective immediately, and for those employees not previously members of the Union, it shall become effective pursuant to Clause 4.02.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the local Union named herein not less often than once each month, with a written statement of names of employees for whom the deductions were made and the amount of each deduction.

4.04 The Company shall furnish the Union with the Social Insurance number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs.

4.05 For the term of this Agreement, if a Union member is promoted to an exempt position, they may work for up to thirty (30) working days outside of the bargaining unit without losing any seniority rights.

4.06 **Exempt Employees Performing Bargaining Unit Work**

Effective June 1, 2015

4.06.01 **The following restrictions apply regarding the performance of bargaining unit work by exempt employees when there are regular employees laid off due to lack of work (including those with reduced straight-time hours due to a lack of work):**

(a) **No exempt employee shall perform bargaining unit work for more than four (4) hours in any applicable day, provided the work in question is normally and regularly done by bargaining unit employees.**

(b) **A maximum of three (3) exempt employees may perform bargaining unit work in any applicable week, provided the work in question is normally and regularly done by bargaining unit employees.**

- (c) **Not less than two (2) bargaining unit employees shall be retained in employment for each exempt employee who performs work that is normally and regularly done by bargaining unit employees, provided sufficient work is available to provide four (4) or more consecutive straight time hours of work for each bargaining unit employee so retained.**

The selection of bargaining unit employees to be retained in employment under this subsection (c) shall be on the basis of seniority from among those regular bargaining unit employees who have the skill and ability to immediately perform the work in question.

4.06.02 Nothing in this section 4.06 restricts exempt employees from performing bargaining unit work when no regular employees are laid off due to a lack of work.

4.07 The Union's Plant Committee shall be notified of all layoffs and when the Company discharges employees for cause (including probationary discharges).

ARTICLE 5 - HOURS OF WORK AND OVERTIME

5.01 This article defines the normal full-time hours of work and shall not be construed as a guarantee of hours of work per day or per week.

5.02 For purposes of this article, a work week is defined as a calendar week commencing 12.01 a.m. on Sunday. Any time worked past midnight Saturday, on a work day that commenced on that Saturday, shall be deemed to have been worked in the work day in which the work week commenced. A work day is defined as a calendar day except that any time worked past midnight shall be deemed to have been worked on the day in which the employee's shift commenced.

5.03 The normal full-time hours of work shall be up to forty-two (42) hours per week.

5.04 The regular work week shall be up to six (6) work days, excluding Sunday. With the exception of a small number of employees who work on Sunday as part of their regular schedule, employees shall normally receive Sundays off as a rest day. Employees who work on Sunday as part of their regular schedule shall be given one (1) day off each week in lieu of Sunday. In addition, employees shall receive one (1) additional rest day off each work week, when operational requirements permit.

5.05 The overtime rate shall be paid to employees who are required by the Company to work overtime as follows:

- a) The overtime rate shall be paid to employees who are required by the Company to work in excess of forty-two (42) hours per week.
- b) Where an employee is eligible for overtime payment, he/she shall be paid at the rate of time and one half ($1\frac{1}{2}$) times the basic straight-time hourly rate for any hours of eligible overtime worked.

- 5.06 If requested to work overtime, employees shall be required to do so unless they are excused for good cause. The Company shall provide a meal to employees who work more than ten (10) hours in any day, when they have not been notified before reporting for work on that day that they may be working overtime. **In addition, the Employer will provide a meal after an employee actually works more than thirteen and one-half (13 ½) hours, irrespective of whether the employee was notified that he/she would be working overtime on that day.**
- 5.07 Preference for overtime work shall be given to those senior regular employees competent to perform work for which overtime is required, unless the overtime required is for less than one (1) hour, in which case employees presently engaged in the work shall continue to completion.
- 5.08 Incentive Pay
- Article 10 notwithstanding, the Company reserves the right to implement an incentive pay system for any employee covered by this Agreement, provided that the employee receives remuneration that is equivalent to not less than the applicable basic rates set out in section 10.01
- 5.09 An employee, who reports for work on a regularly scheduled shift and finds that no work is available due to reasons beyond his/her control, shall be entitled to two (2) hours at his/her normal basic rate. This clause shall not apply when the Company cancels the employee's shift prior to his/her reporting.
- 5.10 In the event that an employee commences work on a regularly scheduled shift and such work ceases prior to the completion of two (2) hours, the employee shall receive four (4) hours pay at his/her normal basic rate, except where the work is suspended because of the inclement weather or other reasons reasonably beyond the control of the Company, in which case a minimum of two (2) hours shall be paid.
- 5.11 5.11.01 Employees shall be entitled to an unpaid meal period of thirty (30) minutes in each scheduled shift completed that is greater than five (5) hours in duration.
- 5.11.02 Employees who work more than three (3) hours but not more than seven (7) hours shall receive one fifteen (15) minute rest break. Employees who work more than seven (7) hours shall receive two fifteen (15) minute rest breaks, one in each half of the shift. Employees who work ten (10) hours or more shall receive three (3) rest breaks during their shift, **and employees who work twelve (12) hours or more shall receive four (4) rest breaks during their shift.**
- 5.11.03 Rest breaks shall be scheduled by the Company. Whenever possible, they shall be taken at the employee's work location and adequate shelter shall be available.
- 5.12 Effective date of ratification, May 30, 2011, Employees shall receive a premium of one dollar (\$1.00) per hour for all work performed on Sunday, including overtime. This premium shall not be included in the employees' rate of pay when calculating their overtime rate (no pyramiding of premiums).

- 5.13 5.13.01 The Company shall grant extended maternity leave, without pay, to female employees, in accordance with the provisions of the Employment Standards Act.
- 5.13.02 Any regular employee desiring leave of absence must obtain permission in writing from the Company for such leave.
- 5.13.03 Regular employees seeking a general leave of absence, without pay, shall do so in writing to the Company at least one (1) month prior to the date on which the leave is to commence. It is understood that requests for leave under this article may be granted at the Company's discretion, subject to the following:
- a) The employee must fully disclose the grounds for application.
 - b) The period of any leave granted under this section shall be a maximum of six (6) months.
 - c) Arrangements, satisfactory to the Company, shall be made for the employee to pay the cost of any benefits, etc. that are to continue during the leave.
 - d) The Company shall not unreasonable withhold granting a leave where a bona fide reason is advanced by the applicant. Notwithstanding this, the Company has the unrestricted right to refuse leave requests when operational requirements do not permit the applicant to be away, the applicant wishes to accept other employment during the leave, whether paid or unpaid, or the applicant has received general leave under this section in the previous five (5) years.
 - e) In cases of emergency, such as but not limited to death or catastrophic illness in an employee's immediate family, the above notice requirements shall be waived provided the employee gives the Company as much notice as possible. The Company shall grant the leave in cases or catastrophic illness in an employee's immediate family, provided proof of the death/illness is provided by the employee, if requested by the Company.
 - f) In the case of personal leave for educational purposes the maximum period of leave shall be increased from six (6) months to one (1) year.
- 5.13.03 Employees shall provide proof of illness or injury satisfactory to the Company when they take leave by reason of illness or injury, if requested by the Company to do so.
- 5.13.04 The Company shall grant a reasonable leave of absence without pay to regular employees suffering from illness or injury provided the employee provides proof of such illness or injury satisfactory to the Company, if requested by the Company to do so. Employees shall report or cause to have reported the injury or illness which requires their absence to the Company as soon as possible.

- 5.13.05 Provided operational requirements permit, the Company shall grant short-term leave of absence, without pay, to any employee who attends essential Union business as a delegate. The Union shall endeavor to give the Company fourteen (14) days notice of such a request. Arrangements, satisfactory to the Company, must be made for the employee or the Union to pay the cost of any benefits that are to continue during the leave.
- 5.14 5.14.01 Bereavement leave with pay shall be granted up to three (3) days for a regular employee on the death of the his/her spouse, child, stepchild, mother, father, brother, sister, father-in-law, mother-in-law, grandparents and grandparents-in-law son-in-law, daughter-in-law, step-parent and grandchildren.
- 5.14.02 Leave taken under this section shall be counted as hours worked for the purpose of qualifying for vacation and for recognized statutory holidays, but shall not be counted as hours worked for the purpose of computing overtime.
- 5.15 A regular employee, who is required to perform jury duty, including Coroner's jury duty, or who is required to appear as a Crown witness or Coroner's witness on a day on which he/she would normally have worked, shall be reimbursed by the Company for the difference between the pay received for the said jury or witness duty and the normal basic pay he/she would have been paid on the day(s) in question had he/she not so served.

ARTICLE 6 - STATUTORY HOLIDAYS

- 6.01 The Company shall observe the following days as statutory holidays:

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

Employees shall receive statutory holiday pay calculated by dividing the total basic wages they have earned in the sixty (60) calendar day period immediately preceding the holiday by the number of days worked in that period.

- 6.02 The Company and the shop committee must mutually agree to observe any of the above statutory holidays on a day other than the day on which they fall, provided such matter is discussed and agreement is reached at least two (2) weeks prior to the holiday. If no agreement is reached to observe statutory holidays on another day, they shall be observed on the days on which they fall.
- 6.03 To qualify for statutory holiday pay, a regular employee must comply with the following conditions:
- a) he/she must have been on the payroll thirty (30) calendar days immediately preceding the holiday, and

- b) he/she must have worked his/her last regularly scheduled work day before the holiday, and his/her first regularly scheduled work day after the holiday, and
- c) he/she must have worked his/her last regularly scheduled work day before the holiday and at least one (1) day after the holiday, both of which must fall within a period of sixty (60) calendar days.

- 6.04 6.04.01 When any of the above named holidays is observed on a day when a regular employee is on his/her scheduled rest day, the employee shall be entitled to another day off with pay in lieu of the holiday, to be taken at a mutually agreeable time.
- 6.04.02 When any of the above named holidays is observed during an employee's scheduled vacation time-off, the employee shall be entitled to another day off with pay in lieu of the holiday, to be taken at a mutually agreeable time.
- 6.04.03 Employees, who are required to work on the day that a named holidays is observed, shall be paid at time and one half (1.5) for all such time actually worked. In addition, they shall receive another day off with pay in lieu of the holiday, to be taken at a mutually agreeable time.
- 6.04.04 Employees will be paid out for time off in lieu of statutory holidays earned under this section (6.04), when they are laid off at the end of the season, if they have not received such time off prior to their layoff.

ARTICLE 7 - VACATIONS WITH PAY

- 7.01 Regular employees shall receive vacation, with pay, in accordance with the following:
 - 7.01.01 During their first year of continuous service: four percent (4%) of total wages earned during the period.
 - 7.01.02 During their second (2nd) year of continuous service to and including the completion of five (5) years of continuous service: vacation time off two (2) weeks; vacation pay at four percent (4%) of total wages earned during the applicable vacation year.
 - 7.01.03 During their sixth (6) year of continuous service up to and including their tenth (10) year of continuous service: vacation time off three (3) weeks; vacation pay at six percent (6%) of total wages earned during the applicable vacation year.
 - 7.01.04 During their tenth (10) year of continuous service and each vacation year thereafter: vacation time off four (4) weeks; vacation pay at eight percent (8%) of total wages earned during the applicable vacation year.
 - 7.01.05 **Regular employees shall receive their vacation pay, as above, on each paycheque.**
- 7.02 Seasonal employees shall receive four percent (4%) vacation pay on each pay cheque. After a seasonal employee completes five (5) years of employment, his/her vacation pay shall be increased to six percent (6%).

- 7.03 7.03.01 When a regular employee takes his/her vacation prior to the end of his/her vacation year, he/she may only be paid the vacation pay that he/she has accrued in that year, to the date he/she takes such vacation.
- 7.03.02 The vacation year for purposes of this article commences immediately following an employee's anniversary date and ends twelve (12) months later.
- 7.04 Effective date of ratification, May 30, 2011:
- Employees must work at least seven hundred and fifty (750) hours in a vacation year (including overtime) to be credited with a year of service for vacation purposes, provided that employees may receive a maximum of one (1) year of credited service in each twelve (12) month period. The following shall be included for such purpose:
- a) all hours actually worked
 - a) statutory holiday time off
 - b) vacation time off (if applicable)
 - d) jury or witness duty (if applicable)
 - e) bereavement leave (if applicable)
 - f) time spent in receipt of WCB wage loss replacement
 - g) maternity and parental leave under clause 5.15.01
 - h) Union leave under clause 5.15.06
- 7.05 Regular employees shall be paid-out for any accrued vacation pay to their credit at the time they are laid off at the end of the season, if they request such payment. When regular employees are recalled from layoff, they shall be paid any accrued vacation pay to their credit, if they request such payment, commencing with the second pay period following their recall.
- 7.06 The Company reserves the right to approve any and all vacation requests on the basis of its operational requirements. An employee's annual vacation time-off must be taken in the applicable vacation year and may not be carried over from one vacation year to the next.
- 7.07 Employees, whose employment terminates for any reason, shall repay any vacation taken prior to the termination, but not earned. The Company has the right to deduct such amount from any monies owing to the employee.

ARTICLE 8 - SENIORITY

- 8.01 Until an employee has completed a probationary period of four hundred and eighty (480) straight time hours actually worked he/she shall be considered to be on a probationary basis. The Company has the right to make any decision regarding the retention, discharge, transfer, or discipline of a probationary employee.
- 8.02 Regular employees, who successfully complete probation, shall have seniority, which shall be dated from their last date hire of continuous service. Seniority shall be determined on a plant wide basis.
- 8.03 An employee shall not be required to serve more that one (1) probationary period, except if rehired after twelve (12) months separation from the Company's service, the rehired employee shall be required to serve a new probationary period.

- 8.04 When used in this Agreement, the word "competence" and "competency" means that an employee possesses the qualifications, experience, skill and ability required by the Company. And, without limiting generality, "skill and ability" includes efficiency, which means the capacity or expected capacity to produce at a level of quality and quantity acceptable to the Company.
- 8.05 The Company shall post vacancies in particular positions, as it deems necessary to meet its operational requirements. The Company shall determine the qualifications, experience, skill and ability required for each such posting and shall state same on the posting. Postings shall be made, in advance of filling the applicable vacancies, for a period of not less than two (2) working days, except when the parties agree otherwise.
- 8.06 Regular employees, who are selected to fill posted vacancies, shall serve a trial period of four hundred and eighty (480) straight time hours actually worked in the position. If during this trial period, the Company determines that the employee is not suitable, the employee shall revert back to his/her former position and rate of pay. The length of this trial period may be extended by mutual agreement of the parties on a case by case basis.
- 8.07 The incumbents who occupied posted positions during the 1998-99 season shall be deemed to be the regular incumbents in such positions at December 24, 1999. Regular employees, who are selected to fill any vacancy posted after December 24, 1999, who successfully complete the required trial period, shall thereafter be considered the regular incumbents in such positions. The regular incumbents in posted positions may only be demoted from such positions for bona fide operational reasons, such as the position being eliminated, or as a result of unsatisfactory performance.
- 8.08 Nothing in this article restricts the Company from temporarily filling vacancies to be posted until it completes its selection decision, provided that it acts promptly in posting and filling the vacancy.
- 8.09 a) When filling posted vacancies, the Company shall give equal consideration to the seniority and the competency of those who apply.
- b) Prior to hiring an external applicant to fill a posted vacancy, the Company shall offer the position to current regular employees who are competent, in seniority order.
- 8.10 If a lay-off of regular employees becomes necessary, or the hours of work for regular employees are to be significantly reduced, such layoff or reduction in hours shall take place in reverse order of seniority, provided that:
- a) the regular incumbents in posted positions, and a maximum of four (4) employees who normally work in the Propagation Department, may be retained in employment, or they may retain hours of work, out of seniority order
- b) to be retained in employment or to retain hours of work, employees must be competent to perform the work in question
- c) subject to subsection (a) above, seasonal employees shall be terminated prior to the layoff of regular employees. In no event will seasonal employees work more weekly hours than regular employees.

- 8.11 When there is an increase in the work force after a lay-off, or the hours of work for employees is to be significantly increased, such recall or increase in hours shall take place in order of seniority, provided that:
- a) the regular incumbents in posted positions, and a maximum of four (4) employees who normally work in the Propagation Department, may be recalled to employment, or have their hours significantly increased, out of seniority order.
 - b) to be recalled to employment or to have their hours increased, employees must be competent to perform the work that is available.
 - c) subject to subsection (a), regular employees shall be recalled to employment at the start of each season, before seasonal employees are hired/rehired.
- 8.12 For purposes of this Agreement, a "significant increase" or a "significant reduction" in the weekly hours of work is deemed to be an increase or reduction in an employee's normal weekly hours of work by more than ten percent (10%).
- 8.13 The above sections notwithstanding, a regular employee may be retained and/or recalled out of seniority order on the basis of his/her particular competence, when employees with greater seniority are laid off, who are not competent to perform the work in question.
- 8.14 Regular employees, who have completed probation, shall retain their seniority during periods of lay-off on the following basis:
- a) Regular employees, with less than one (1) year's service, shall retain their seniority for a period of nine (9) months;
 - b) Regular employees with one (1) or more years of continuous service shall retain their seniority for nine (9) months, plus one (1) additional month for each year of continuous service, up to an additional nine (9) months;
 - c) A laid-off employee's seniority retention under (a) and (b) above is reinstated on the completion of one (1) days work after recall.
- 8.15 It shall be the Company's responsibility to maintain an address file of the laid off regular employees, and it shall be the employee's responsibility to notify the Company, in writing, of any change of address and **current phone number**.
- 8.16 A seniority list shall be supplied to the Union by the Company twice during each calendar year, at the request of the Union, setting out the name and date of last hire with the Company. The Company shall, at the request of the Union, advise the Union once each month of changes to the seniority list.
- 8.17
- a) The Company shall provide employees with a minimum of one (1) hours notice of layoff or a significant reduction in hours due to shortage of work.
 - b) In the event of a reduction of the workforce results in the layoff or a significant reduction in hours of a duration in excess of one (1) week, the Company shall provide regular employees with a minimum of three (3) days notice. This clause does not apply when conditions reasonably beyond the control of the Company result in a lay-off or a significant reduction in hours.

ARTICLE 9 - GRIEVANCE PROCEDURES AND ARBITRATION

- 9.01 9.01.01 A grievance may arise only from a dispute concerning the interpretation, application, administration or alleged violation of this Agreement. Grievances shall be dealt with in the following manner:
- Step 1: The individual employee involved shall first take up the matter with the management representative in charge of the work, within fourteen (14) calendar days of the date of the incident giving rise to the grievance.
- Step 2: If the grievance is not satisfactorily settled in this way, the same employee, with a member of the Shop Committee, shall take up the problem with the General Manager, or his/her designate.
- Step 3: If a satisfactory settlement is not then reached, the Shop Committee shall take up the matter with the General Manager or his/her designate. A statement in writing of the alleged grievance, together with a statement in writing by the General Manager, shall be exchanged by the parties concerned.
- Step 4: If the problem is not then satisfactorily resolved, it shall be referred to the representative designated by the Company for this purpose. The Company shall advise the Union, in writing, who its representative is to hear grievances at this step.
- Step 5: If a satisfactory settlement is not then reached, it shall be dealt with in accordance with this Article.
- 9.01.02 Any grievance meetings involving the Shop Committee shall, whenever possible, be held outside work time.
- 9.02 In the event that arbitration of a grievance is desired by either Party, then the other Party shall be notified in writing of its desire to proceed to arbitration.
- 9.03 9.03.01 If a grievance is not initiated at step 1 within fourteen (14) calendar days of the date of the incident giving rise to the grievance, or is not advanced to the next stage under Step 2, Step 3, Step 4 or Step 5 within fourteen (14) calendar days after completion of the preceding stage, then the grievance shall be deemed to be abandoned and all rights of recourse to the grievance procedure shall be at an end. Where the Union or the Company is not able to observe this time limit by reason of absence of the aggrieved employee or the Shop Committee or the designated Company grievance representatives from the plant, the period of such absence shall not be counted in the above mentioned time limits.
- 9.03.02 No discharge or suspension grievance shall be considered if it is not submitted within five (5) working days from the date of discharge.
- 9.03.03 No grievance shall be considered if the alleged circumstances giving rise to the grievance became known more than fifteen (15) calendar days or more prior to the submission of the grievance.

- 9.03.04 If the Company fails to answer a grievance within the specified time limits, then the grievance may proceed to the next following step.
- 9.03.05 Any time limits specified above may be altered by mutual agreement of the parties.
- 9.04 9.04.01 Any matter referred to arbitration shall be submitted to a single Arbitrator selected by the parties within seven (7) calendar days after receipt of the notice to arbitrate. If the two parties fail to agree on the Arbitrator within the time limit, the Minister of Labour for the Province of British Columbia, upon the request of either party, shall appoint an impartial Arbitrator.
- 9.04.02 All decisions of the Arbitrator shall be final and binding upon the Parties to this Agreement.
- 9.05 If the Arbitrator finds that an employee has been unjustly suspended or discharged, that employee shall be reinstated by the Company without loss of pay and with all his/her rights and privileges preserved under the terms of this Agreement; provided always that if it is shown to the Arbitrator that the employee has been in receipt of wages during the period between discharge (or suspension) and reinstatement or date of failure to rehire and rehiring, the amount so received shall be deducted from wages payable by the Company pursuant to this section.

ARTICLE 10 - WAGE SCHEDULE

10.01 Effective January 1, 2015:

Increments	Effective Dates					
	Jan 1/2015 2%	Jan 1/2016 2%	Jan 1/2017 2%	Jan1/2018 2%	Jan1/2019 2%	Jan1/2020 2%
#1 – First 750 hrs.	\$11.96	\$12.20	\$12.45	\$12.70	\$12.95	\$13.21
#2 – 751 to 1500 hrs.	\$12.25	\$12.50	\$12.75	\$13.00	\$13.26	\$13.53
#3 – 1501 to 2250 hrs.	\$12.61	\$12.86	\$13.12	\$13.38	\$13.65	\$13.92
#4 – 2251 to 3000 hrs.	\$13.05	\$13.31	\$13.57	\$13.84	\$14.12	\$14.40
#5 – 3001 to 3750 hrs.	\$13.59	\$13.86	\$14.14	\$14.42	\$14.71	\$15.00
#6 – 3751 to 4500 hrs.	\$14.26	\$14.54	\$14.84	\$15.13	\$15.44	\$15.74
#7 – 4501 or more	\$15.15	\$15.45	\$15.76	\$16.07	\$16.40	\$16.72

Increments

- (i) Employees shall be paid at Increment #1 rate until they have actually worked seven hundred and fifty (750) hours.
- (ii) Employees shall be paid at Increment #2 rate after they have actually worked seven hundred and fifty (750) hours until they have actually worked fifteen hundred (1500) hours.
- (iii) Employees shall be paid at Increment #3 rate after they have actually worked fifteen hundred hours (1500) until they have actually worked fifteen hundred (2250) hours.
- (iv) Employees shall be paid at Increment #4 rate after they have actually worked twenty-two hundred dollars (2250) hours until they have actually three thousand (3000) hours.

- (v) Employees shall be paid at Increment #5 rate after they have actually worked three thousand (3000) hours until they have actually worked three thousand seven hundred and fifty (3750) hours.
 - (vi) Employees shall be paid at Increment #6 rate after they have actually worked three thousand seven hundred fifty hours (3750) until they have actually worked four thousand five hundred (4500) hours.
 - (vii) Employees shall be paid at Increment #7 rate after they have actually worked four thousand five hundred (4500) hours until they have actually worked five thousand two hundred and fifty (5250) hours.
 - (viii) Employees covered shall be paid at Increment #8 rate after they have actually worked five thousand two hundred and fifty (5250) hours until.
 - (ix) Effective January 1, 2012, increment #8 shall be deleted and employees shall be paid at Increment #7 rate after they have actually worked four thousand five hundred (4500) hours.
 - (x) Incremental increases shall be granted to employees under this section (10.01) after they achieve the requisite number of hours actually worked, as above, provided that no employee may earn more than one (1) incremental increase in any calendar year (Jan. 1st to Dec. 31st inclusive) irrespective of the hours he/she may have worked prior to the end of the year.
 - (i) Hours actually worked for the purpose of earning incremental salary increases under this section (10.01) shall be as defined in Article 7.04 excluding maternity and parental leave.
- 10.02 Regular employees designated as a Lead Hand by the Company shall receive a premium of one dollar (\$1.00) per hour above their normal incremental rates.
- 10.03 Employees, who are selected for a posting under article 8.09, shall receive a premium of fifty cents (\$0.50) per hour above their normal incremental rates.
- 10.04 Employees, who are horticulture students or horticulture graduates from an approved program, shall receive a premium of seventy-five cents (\$0.75) per hour above their normal incremental rates.
- 10.05 Regular employees possessing an Industrial First Aid Level II or Level III ticket required by the Company shall be paid a premium of sixty cents (\$0.60) per hour above their normal incremental rates.
- 10.06 Employees, working in the maintenance department, who do not have a valid journeyman's ticket deemed appropriate by the Company, shall be paid a premium of two dollars and fifty cents (\$2.50) per hour above their normal incremental rates.

- 10.07 Employees, working in the maintenance department, who have a valid journeyman's ticket deemed appropriate by the Company or who are currently receiving payment under this section (10.08), shall be paid a premium of four dollars (\$4.00) per hour above their normal incremental rates. Effective January 1, 2008, this premium shall be increased to four dollars and fifty cents (\$4.50) per hour.
- 10.08 An employee who is required to apply pesticide spray shall receive a premium of two dollars (\$2.00) per hour above his/her normal incremental rates while he/she is actually spraying.
- 10.09 **Effective June 1, 2015, the premium for the Irrigation position shall increase from Fifty cents (\$.50) to one dollar (\$1.00).**

ARTICLE 11 – MEDICAL AND INSURANCE BENEFITS

- 11.01 On January 1, 2003, and on each January 1st thereafter, the Company shall provide the following medical and insurance benefits to those regular employees, who actually worked seven hundred and fifty (750) hours, as defined in clause 7.04 excluding maternity and parental leave. It is understood that those employees, who are eligible for benefits in one year and who fail to work the required number of hours in that year, shall not be eligible for benefits in the following year.
- 11.02 Eligible employees must elect to receive medical and insurance benefits within three (3) working days of returning to work after January 1st. Employees, who fail to do so, shall lose their eligibility in that year. Enrollment shall be optional for eligible employees, but once they have enrolled, coverage is mandatory for the balance of the calendar year.
- 11.03 The Company shall pay seventy-five percent (75%) of the premium costs for the medical and insurance benefits, provided the eligible employees, wishing to receive same, pay the remaining twenty-five percent (25%) by payroll deduction.
- 11.04 **Benefit Plans**

- a) Medical Services Plan of B.C.

Effective the month following date of ratification May 30, 2011:

- b) **Extended Health Benefits**

Maximum \$25,000.00 per member
 \$50.00 yearly deductible single members
 \$100.00 yearly deductible per family member
 80% paid by plan

Benefits to include acupuncture coverage and vision care up to two hundred and fifty dollars (\$250.00), inclusive of an eye examination to a maximum of seventy-five dollars (\$75.00), every twenty-four (24) months.

- c) **Dental Plan**

Plan "A": eighty percent (80%) reimbursement of the approved fee schedule.

Plan "B": fifty percent (50%) reimbursement of the approved schedule.

Plan "C" (Orthodontia) for dependant children – fifty percent (50%)

reimbursement to a lifetime maximum per child of two thousand dollars (\$2,000.00, effective January 1, 2013).

The above dental plan shall be subject to a one hundred dollar (\$100) yearly deductible (single, couple and/or family inclusive).

d) Life Insurance

One times (1X) annual earnings, maximum of \$60,000.00
AD&D same face value as insurance

e) The above subsections are intended to be descriptive only. The actual benefits, which may be received by eligible employees under the above plans, shall be as prescribed in the plan documents entered into between the Company and the applicable carrier(s). Should any conflict arise between this Agreement and the carrier's plan documents, or should any question arise as to whether an employee is eligible to receive benefits, including the extent of any benefit that may be received, the terms and conditions set out in the carrier's plan documents shall apply and shall take precedence.

11.05 The Company reserves the right to enroll new start employees in any or all of the above benefits prior to completion of the requisite service, when it believes it is necessary to do so in order to attract and/or to retain employees with particular qualifications and/or experience.

11.06 The Company will maintain its share of the cost of the above benefits for three (3) full and clear months after a regular employee is laid off, provided the employee was enrolled in the benefit plans at the time of his/her layoff. Thereafter, such laid off employees may maintain their benefits by paying one hundred percent (100%) of the cost thereof. Effective January 1, 2008, this benefit shall be increased to four (4) full and clear months after a regular employee is laid off.

ARTICLE 12 – SICK LEAVE BENEFIT

12.01 Effective January 1, 2012, regular employees who have completed three (3) or more years of continuous employment shall be eligible to receive up to eight (8) hours paid sick leave in each calendar year (Jan.-Dec.), provided they have actually worked nine (9) or more calendar months in the previous calendar year (Jan. - Dec.). This entitlement shall be credited to eligible employees on January 1st of the year following the year in which it is earned. There shall be no carry over of unused sick leave entitlement from year to year. Effective January 1, 2012, regular employees shall be entitled to receive sixteen (16) hours paid sick leave in each calendar year (Jan. – Dec.) provided they have actually worked nine (9) or more calendar months in the previous calendar year (Jan. – Dec.)

12.02 **Effective June 1, 2015** Employees shall be eligible to use their yearly sick leave entitlement when they are unable to work as a result of bona fide sickness or non-occupational injury. The Company reserves the right to require employees applying for paid sick leave to provide proof satisfactory to the Company that they are sick or injured with the result that they are not reasonably able to report for work.

ARTICLE 13 - SAFETY AND HEALTH

13.01 The Company and the Union shall continue to make reasonable provisions for the safety and health of its employees during their hours of employment. Protection devices

and other equipment necessary to properly protect its employees from injury shall be provided for at cost by the Company, in accordance with the rules and regulations of the Factory Act and Worker's Compensation Act.

- 13.02 13.02.01 An Occupational Health and Safety Committee shall be established pursuant to the Workers' Compensation Act and Regulations.
- 13.02.02 The OH&S Committee shall consist of an equal number of representatives of the Company and the employees and shall consist of not more than a total of four (4) members, to a maximum of two (2) appointed by each side.
- 13.02.03 Employee representatives on the OH&S Committee shall be appointed or elected by a vote supervised by the Union.
- 13.02.04 The OH&S Committee shall not meet during working hours without the consent of the Company.
- 13.02.05 Where the Committee meets during working hours with the consent of the Company, the Employee member's time shall not be deducted for attending such meetings and they shall be paid their normal basic wages while so attending.
- 13.03 Any employee who is injured on the job that is compensable, as determined by the Workers Compensation Board, shall be paid his/her normal basic wages for the balance of the day of the injury.

ARTICLE 14 – TECHNOLOGICAL CHANGE

- 14.01 For purposes of this Agreement, technological change is defined as the introduction of new machinery or equipment by the Company which results in the layoff of a significant number of regular employees.
- 14.02 The Company shall provide the Union with at least sixty (60) calendar days notice prior to introducing a technological change.
- 14.03 Regular employees, who are declared redundant as a result of technological change, shall be laid off in accordance with article 8 of this Agreement.
- 14.04 a) As an alternative to being laid off and going on the recall list, regular employees, who are declared redundant as a result of a technological change, may elect to resign their employment and take severance pay calculated as follows.
- For regular employees with twelve (12) consecutive months of employment completed: two (2) weeks severance pay. For regular employees with three (3) or more consecutive years of completed employment: three (3) weeks severance pay, plus one (1) additional weeks' severance pay for each additional year of employment completed above three (3) years, to a maximum of eight (8) weeks' severance pay.
- b) For severance pay purposes, a week's pay shall be calculated on the basis of the average number of straight-time weekly hours the employee in question worked in the immediately preceding twelve (12) month period, times his/her normal basic rate, plus applicable premiums.

- c) In order to avail of severance pay under this section, the employee must make such election within three (3) calendar days of being notified of layoff under this article. Employees who elect to take severance pay shall be deemed to have resigned their employment in all respects and they shall have no further claims of any kind arising out of their employment with the Company.

ARTICLE 15 - GENERAL PROVISIONS

- 15.01 The Company shall provide bulletin board space for the Union's use. The Union shall use such space for the posting of notices of its activity. All such notices must be signed by a proper officer of the Union and be submitted to the General Manager for his/her approval before being posted.
- 15.02 Any notice required to be given to the Company under the terms of this Agreement shall be given by registered mail addressed to its registered address at 1831 Peardonville Road, RR#1, Abbotsford, B.C., V4X 2M3. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail addressed to the Secretary of the Union at its registered address at 202 - 9292. 200 Street, Surrey, B.C., V1M 3A3.
- 15.03 15.03.01 Union business shall not be transacted on the Company's property and/or during business hours, except with the prior approval of the General Manager, or designate.
- 15.03.02 Representatives of the Union, not to exceed two (2) at any one time unless otherwise authorized, shall have access to the Company's premises, provided they have given the General manager, or designate, at least twenty-four (24) advance notice and they have received his/her prior approval. Such visits shall not cause workmen to neglect their work.
- 15.03.02 Committee members, who are at work, must receive leave from the General Manager, or designate, before transacting Union business during their working hours, which leaves may only be granted when operational requirements permit. Leave granted to shop stewards under this article shall be unpaid.
- 15.04 No Strikes/ Lockouts
- 15.04.01 During the term of this Agreement, there shall be no strikes, slowdowns or interruption of any kind in the work of the bargaining unit by any employee, the Union or any person acting on behalf of the Union, whether or not such strike, slowdown or interruption has been authorized by the Union; nor shall the Company lock-out bargaining unit employees.
- 15.04.02 The parties agree that there shall be no activities, as defined above, threatened, declared, authorized, counseled, aided or abetted or brought about on its part.
- 15.04.03 In the event of any activity, as defined above, during the term of this Agreement, the Union shall instruct its members and officers who may be involved, to cease such activity and comply with the terms of this Agreement.
- 15.05 The Company shall recognize a Shop Committee appointed by the Union in accordance with the following:

- a) The Shop Committee shall consist of not more than four (4) employees who have completed their probationary period of employment with the Company and who are members of the Union. The Company shall meet with the full Shop Committee within thirty (30) days following receipt of a written request for a meeting, but no more often than once a month. The Company shall meet with the Chairman of the Shop Committee and one other member on request.
- b) The Union shall, within thirty (30) days from date of this Agreement, notify the Company in writing of the members on the Shop Committee. The Union or Shop Committee shall inform the Company in writing when any member change takes place on the said Committee.
- c) No member of the Shop Committee shall be recognized by the Company unless the above procedure is carried out.
- d) Meetings held between the Company and the Shop Committee under subsection (a) above shall take place, whenever possible, outside of normal working hours. The parties shall meet on a regular basis (at least once per year) to discuss the following matters:
 - Job rotation
 - Number of supervisors
 - Supervisors doing bargaining unit work
 - Improving the relationship between supervisors and the employees whom they supervise

The first of these meetings will be held within ninety (90) calendar days following the date of ratification May 30, 2011, the Union's shop committee and the Union's Local Servicing Representative shall attend this first meeting as will John Schroeder and such other person that Mr. Schroeder may invite to attend. The Union's Local Servicing Representative and Mr. Schroeder may attend subsequent meetings, at their respective discretion.

15.06 Employees shall be paid on every second Friday and shall be provided with an itemized statement.

15.07 **Nursery Operations Setting-Out Rotation**

- (a) For purposes of this article (15.07), "setting-out" is defined as the process of moving plants from the potting area and placing them into the growing areas of the nursery.
- (b) Regular nursery employees (those who are not working in a posted position) shall be rotated in and out of the setting-out function so that the amount of such work they perform is equitable.
- (c) Regular nursery employees shall only perform the setting-out function for one-half (1/2) of any work day (i.e. either before the mid-day break or after the mid-day break).

15.08 Permanent Closure

In the event that the Company totally and permanently closes its operations at 1831 Peardonville Road in Abbotsford, B.C., the parties shall meet, pursuant to the provisions of Section 54 of the Labour Code of B.C., to discuss adjustment provisions (including severance pay), if any, that are to apply to those employees who are to be terminated as a result of such closure.

15.09 Respectful Workplace

The Company and the Union are jointly committed to providing a work environment that promotes respect and is free from harassment, intimidation and/or bullying. Harassment, intimidation and/or bullying by one employee towards another (including exempt employees) will not be tolerated. If proven, such behaviour is just cause for discipline up to and including termination of employment.

ARTICLE 16 – RAIN GEAR AND WORK BOOT ALLOWANCE

16.01 Regular employees shall receive an allowance of up to one hundred and twenty-five dollars (\$125.00) every twenty-four (24) months to defray the cost of purchasing rain gear for use at work, provided that they have purchased rain gear for this purpose in order to receive this allowance. Effective January 1, 2012 this allowance shall be increased to two hundred and fifty dollars (\$250.00) to defray the cost to employees of purchasing both rain gear and approved safety footwear, on presentation of receipts.

ARTICLE 17 - DURATION OF AGREEMENT

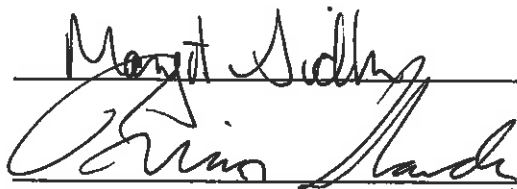
- 17.01 This Agreement shall be effective from **January 1, 2015** to and including, **December 31, 2020** and thereafter from year to year unless notice of intent to terminate or amend the Agreement at the expiration of any yearly period is given by either Party to the other within the four (4) month period prior to the termination date.
- 17.02 Within ten (10) days after receipt of any notice given pursuant to this Article by either party, the Parties to this Agreement shall meet to commence negotiations. During the period of bona fide collective bargaining, this Agreement shall continue in full force and effect.
- 17.03 This Agreement shall be deemed terminated should the Union commence legal strike action or the Company commence legal lock-out action pursuant to the Labour Relations Code of B.C.
- 17.04 The provisions of subsections (2) and (3) of section 50 of the Labour Relations Code of the British Columbia Act are specifically excluded.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THIS 29 DAY OF July 2015.

SIGNED ON BEHALF OF VALLEYBROOK GARDENS LTD.



SIGNED ON BEHALF OF UNITED STEELWORKERS, LOCAL 2009



APPENDIX "A"

REGULAR EMPLOYEES and SENIORITY DATES

As of January 2012

Name	Date of last Hire	Phone
TOOR, Jaswinder K *lead hand*	30 Jan 90	556 0032
MALHI, Amarjit * receiver *	12 Feb 92	852 9587
TOOR, Pritam * lead hand *	02 Mar 92	850 0403
KAMO, Balwant * lead hand*	12 Mar 92	854 5306
RATTAN, Gurmit *lead hand*	02 Mar 93	756 0957
KHERA, Harpal Kaur	03 Mar 93	854 3264
PARMAR, Kanta * N/S*	03 Mar 93	853 6438
DHILLON, Kulwant Kaur	09 Mar 93	852 5637
SIDHU, Kuldip * pick-up *	09 Mar 94	859 4184
GILL, Amarjit * lead hand *	10 Mar 94	778 246 0064
HANSRA, Gurmail	10 Mar 94	864 9328
RATTAN, Kamlesh * labels *	11 Mar 94	287 8900
KAINTH, Rupinder * lead hand *	09 Mar 95	852 2766
SANDHU, Pritam	10 Mar 95	820 8986
PARMAR, Rajinder	14 Mar 95	853 2256
AGUILAR, Julian A	08 May 95	850 8554
GREWAL, Kulwinder K * boxing*	21 Mar 96	850 3760
NERIO, Gloria * stock *	02 Mar 98	826 5695/ 778 982 0006
GREWAL, Kulwinder	03 Mar 99	864 0240
GILL, Jagjit * counter*	04 Mar 99	850 2950
PANNU, Rajinder	09 Mar 01	826 2166
BOPARAI, Jaswinder	13 Mar 01	850 6419
LALLY, Jasvir * back end *	16 Mar 01	853 5425/832 2773
GILL, Kanwaljit	19 Mar 01	852 1435
KHERA, Kuljit	05 Apr 01	504 7845
BASSI, Paramjit	09 Apr 01	864 9151
ROTHWELL, Bob * soil maker *	26 Feb 02	778 878 6750 746 9259
SIDHU, Davinder	28 Feb 02	851 5364
JAKHU, Mohinder	28 Feb 02	746 9384
BRAR, Harvinder	04 Mar 02	864 2076 / 778 549 1182
SRAN, Sarabjit	04 Mar 02	857 1441
CLAIR, Kamaljit	11 Mar 02	850 0827
DHILLON, Suhkjit	26 Feb 03	897 4408 850 8051
GREWAL, Paramjit	26 Feb 03	556 3525
POWAR, Harpal *irrigation*	26 Feb 03	864 0105
BHULLAR, Lakhvir	02 Mar 05	820 0670/615 3102
GILL, Kuljeet	13 Mar 06	864 2109
SIDHU, Paraminderjit	14 Mar 06	852 6583 / 778 552 6491
DHALIWAL, Ranjit	05 Mar 07	826 0840
KHAIRA, Daljit	23 Mar 07	850 3579/271 9479

KANDOLA, Dalgir	02 April 07	625 0154
NARANG, Kanta	25 Feb 08	855 4079

THE UNION HAS AGREED THAT FOR TWO PEOPLE WITH THE SAME START DATE
THAT THE PERSON WHOSE LAST NAME APPEARS FIRST ALPHABETICALLY SHALL
HAVE HIGHER SENIORITY.

APPLICATION FOR MEMBERSHIP

I hereby request and accept membership in the USW, Local 2009, and agree to abide by the constitution and by-laws of the organization. In case of misstatement of qualifications for membership I agree to forfeit all rights, privileges and monies paid.

Signature of Applicant-Employee

This assignment in the case of employees already members of the Union shall be effective immediately, and for those employees not previously members of the Union, it shall become effective thirty (30) calendar days from the date of execution.

The Local Union shall notify the Company by letter of the amount of back dues owed by new employees and copies of such letter shall be furnished to the employee and the Shop Committee.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Local Union named therein not less often than once each month, with a written statement of names of the employees for whom the deductions were made and the amount of each deduction.

Social Insurance Number

The Company shall furnish the Union with the Social Insurance Number of each employee on its payroll on the first occasion when dues are forwarded to the Union after the execution of this Agreement or after the employee enters the employment of the Company, whichever date last occurs.

LETTER OF UNDERSTANDING

BETWEEN: VALLEYBROOKE GARDENS LTD.

OF THE FIRST PART

**AND: UNITED STEELWORKERS
(ON BEHALF OF LOCAL UNION 2009)**

OF THE SECOND PART

RE: MAINTENANCE DEPARTMENT REVIEW

Within ninety (90) calendar days following the date of ratification, May 30, 2011, the Company and the Union shall meet to review the structure and work of the Maintenance Department. The purposes of this review are as follows:

- a) To clarify for Maintenance Department employees from whom they are to receive work direction in the future.
- b) To clarify for Maintenance Department employees how maintenance work will be distributed in the future, recognizing that equity in work assignments is based upon the unique skills and ability and seniority of each Department employee.
- c) To clarify for Maintenance Department employees how the Department will be structured in the future.
- d) To establish procedures for Maintenance Department employees for the control and maintenance of Department tools and equipment (including the assignment of personal responsibility and accountability).

The following people will be present for this review:

For the Company: Production Manager (G., Baxter), Nursery Supervisor (J. Crutch), Doug Old & John Thorne

For the Union: Julio Aguilar, Bob Rothwell, Maninder Sandhu & Manjit Sidhu

Signed this _____ day of _____, 2015.

For Valleybrooke Gardens Ltd.

**For United Steelworkers
(On Behalf of Local Union 2009)**

KEY WORD INDEX

A

Arbitration Procedures (Article 9.04).....	14
Unjust Suspension or Dismissal (Article 9.05).....	14

B

Bargaining Agency (Article 1)	3
Bereavement Leave - see Leave	
Bulletin Board - see Union Business	

C

Shop Committee - See Union Business

D

Discrimination Prohibited (Article 3.02).....	4
Duration of Agreement (Article 17)	19

E

Education Fund - see Union	
Employee Definitions (Article 2).....	3
Regular Employee Defined (Article 2.02).....	3
Seasonal Employee Defined (Article 2.03).....	3
Seasonal Employee Rights and Benefits (Article 2.03.01)	3
Seasonal Employees Hiring (Article 2.03.02).....	4

G

General Provisions (Article 15).....	18
Grievance Procedure (Article 9).....	13
Meetings - When Held (Article 9.01.02)	13
Grievance Procedure Steps (Article 9.01).....	13
Time Limits (Article 9.03).....	13

H

Hours of Work (Article 5).....	5
Meal Periods (Article 5.11.01).....	7
No Guarantee of Work (Article 5.01).....	5
Normal Full-Time Hours Defined (Article 5.03).....	5
Work Week Defined (Article 5.02).....	5
Regular Work Week Defined (Article 5.04)	5
Reporting Pay (Article 5.09).....	6
Rest Breaks (Article 5.11.02).....	7

I

Increments - see Wages
 Incentive pay - see Wages

J*Jury Duty - See Leave***L**

Layoff - see Seniority

Leave

Sick Leave (Article 5.12.04).....	7
Proof of illness (Article 5.12.03).....	8
Bereavement leave (Article 5.14.01).....	8
Jury Duty (Article 5.14).....	8
Maternity Leave(Article 5.12.01).....	7
Union Leave (Article 5.12.05).....	8
General Leave (Article 5.12.02).....	7

M

Management Rights (Article 3).....4

Maternity leave - see Leave

Meal periods - see Hours of Work

Medical and Insurance Benefits (Article 11).....17

Benefit Entitlement After Layoff (Article 11.06).....18

Benefit Plans (Article 11.04).....18

Eligibility Requirements (Article 11.01).....17

Enrollment Requirements (Article 11.02).....17

Premiums (Article 11.03).....18

O

Overtime Eligibility (Article 5.05).....6

Overtime Preference (Article 5.07).....6

Overtime Rate (Article 5.05).....6

Overtime Required (Article 5.06).....5

P

Pay Days - see Wages

Posted Vacancies - see Seniority

Preamble.....3

Probationary Period (Article 8.01).....10

R

Rain Gear (Article 16).....21

Recall - see Seniority

Red Circling - see Wages

Reporting Pay - see Hours of Work

Rest Periods - see Hours of Work

S

Safety and Health (Article 13).....19

Employees injured While On The Job (Article 13.03).....19

Occupational Health and Safety Committee (Article 13.02).....19

Seniority (Article 8).....10

Posted Vacancies (Article 8.05).....11

Competency Defined (Article 8.04).....11

Considerations When Filling Posted Vacancies (Article 8.09).....11

Filling Vacancies on a Temporary Basis (Article 8.08).....11

Definition of Regular Incumbent (Article 8.07).....	11
Trial Period re Posted Vacancy (Article 8.06).....	11
Layoff And Recall	
Layoff Notice (Article 8.17).....	12
Layoff Order (Article 8.10).....	11
Recall Order (Article 8.11)	11
Retention/Recall Out of Seniority Order (Article 8.13).....	12
Significant Increase/ Reduction in Hours Defined (Article 8.12)	12
Loss Of Seniority (Article 8.14).....	12
Probationary Period (Article 8.01).....	10
Seniority List (Article 8.16).....	12
Ratification Seniority List (Appendix A)	23
Seniority Rights While in an Exempt Position (Article 4.05)	5
Sick leave - see Leave	
Sick Leave Benefit (Article 12).....	19
Statutory Holidays (Article 6)	8
Statutory Holiday Pay (Article 6.01)	8
Occuring During Vacation (Article 6.04.02).....	9
Observance (Article 6.02)	8
Occuring on a Rest Day (Article 6.04.01).....	9
Qualification Requirements (Article 6.03).....	9
Working on a Statutory Holiday (Article 6.04.03).....	9
Strikes or Lockouts Prohibited (Article 15.04)	21
T	
Technological Change (Article 14).....	19
Definition (Article 14.01).....	19
Notice Requirement (Article 14.02).....	20
Severance Pay (Article 14.04)	20
U	
Union Recognition (Article 1)	3
Union Security (Article 4).....	4
Union Business	
Use of Bulletin Board (Article 15.01)	20
Leave for Committee Members (Article 15.03.03).....	20
Shop Committee (Article 15.05).....	21
On Company Time/Property (Article 15.03)	20
Union Check-off /Membership Form (Appendix B).....	25
Union Dues Check-Off (Article 4.03).....	5
Union Education Fund (Article 4.02.03)	5
Union Leave - see Leave	
V	
Vacations With Pay (Article 7)	9
Vacation Approval (Article 7.06)	10
Vacation On Termination (Article 7.07).....	10
Vacation Payout (Article 7.05)	10
Vacation Qualification Requirements (Article 7.04).....	10
Vacation Year Defined (Article 7.03.02).....	10
W	
Wage Schedule (Article 10).....	14
Standard Hourly Rates (Article 10.01).....	14

First Aid Premium (Article 10.06)17
Horticulture Premium (Article 10.05).....17
Lead Hand Premium (Article 10.03).....17
Maintenance Department Premium (Articles 10.07 & 10.08).....16
Posted Position Premium (Article 10.04).....17
Yearly Increments (Article 10.01).....14
Yearly Increments - Employees not covered under 10.01 (Article 10.02).....15
Wages - Incentive Pay (Article 5.08).....6
Wages - Pay Days (Article 15.06).....21
Work Week - see Hours of Work