

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, 2021 – December 31, 2024

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THIS AGREEMENT entered into this 1st day of January, 2021

**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

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

1.01 Purpose

Whereas it is the intent and purpose of the Parties hereto that this Agreement, which has been negotiated and entered into in good faith, will promote and improve industrial relationships between the Employer and the Union, and to set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the Parties hereto and:

- a) To recognize mutually the respective rights, responsibilities and functions of the Parties hereto;**
- b) To provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;**
- c) To establish an equitable system for the promotion, transfer, layoff and recall of employees;**
- d) To establish a just and prompt procedure for the disposition of grievances;**
- e) And generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship between the Union, the Employer and the employees which will be conducive to their mutual well-being.**

- 1.02 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.**

a) **Regular Full-Time Employees**

Regular full-time employees will be scheduled a minimum of one hundred forty-four (144) hours each month from January to November. Regular full-time employees will accrue seniority as per Article 8.

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.

- a) Seasonal employees **shall accrue seniority for the sole purpose of layoff, recall and to post into a fulltime position should there be a vacancy per Article 8.09(b) and Letter of Understanding 1. They shall be paid the applicable rate of pay in accordance with Article 10 (or incentive pay in accordance with Article 5.05, if or when applicable). And, they shall pay Union dues in accordance with Article 4. A Seasonal worker's hours of work will be the determining factor on their seniority accrual. When recalling seasonal workers, the Company shall contact the worker with the most hours accumulated and go down the list accordingly. Seasonal workers will have 24 hours to decide whether they wish to return to work at that time.**
- b) 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. Employees, who are **called back shall** not be required to complete a new probationary period, provided they successfully completed probation **the last time they worked.** Their **employee** seniority date shall be adjusted to include their hours actually worked as a **probationary** 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 their 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 their 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.
- 3.04 a) **All verbal and written warnings shall remain live on an employee's record for a period of twenty-four (24) months, provided there have been no further infractions.**
- b) **A Union Representative shall be present at any stop of the disciplinary procedure as per the above. The Local Union shall receive all copies of disciplinary notices given to employees.**

ARTICLE 4 - UNION SECURITY PROVISIONS

- 4.01 **Union Recognition: The Employer agrees that as a condition of employment, every employee covered by this Agreement shall become a member and remain a member in good standing.**
- 4.02 If an employee works less than five (5) days in a calendar month, their dues will not be deducted for that month (paid days on vacation and paid statutory holidays will be considered as days worked.)
- 4.03 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.
- 4.04 Five cents (\$.05) per hour worked by employees in the bargaining unit will be paid into the **USW, Local 2009** Education Fund, on a monthly basis.
- 4.05 **Check-off**

The Employer agrees that all employees covered under this Agreement, and all new employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continue employment.

- (i) **Authorize the Employer in writing to deduct union dues from their pay. The Union will provide a *Check-off Authorization* to the Employer for this purpose, the "copy" portion of which is to be mailed by the Employer to the servicing staff office of the United Steelworkers at #202 – 9292 – 200th Street, Langley, B.C. V1M 3A6.**



UNITED STEELWORKERS LOCAL 2009 CHECK-OFF AUTHORIZATION



Name of Employer: _____

Starting Date: _____ Division: _____

I hereby authorize the company to deduct from my pay each month the amount of union dues and (if owing by me) an initiation fee, as provided in the Constitution of the United Steelworkers.

Such deductions shall be transmitted to the International Treasurer of the United Steelworkers, directly or through the local union financial secretary on or before the 15th of each month.

Name: _____ Phone: _____

Address: _____ Postal
Code: _____

City: _____ Social Insurance No.: _____

If applicable, in what USW operation were you last employed?: _____

I hereby request and accept membership in the United Steelworkers, and of my own free will hereby authorize the United Steelworkers, its agents or representatives, to act for me as a collective bargaining agency in all matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, and to enter into contracts with my employer covering all such matters, including contracts which may require the continuance of my membership in the United Steelworkers as a condition of my continued employment.

Signed: _____ Dated: _____

Duplicate (yellow) copy to be forwarded the Local Union Office

- (ii) **Become members of the Union within four hundred and eighty hours (480) worked from their effective date of hire, and remain members of the Union in good standing.**
 - (iii) **Complete and sign a Union Death Benefit card provided by the Union to the Employer for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.03 (i).**
- (a) **Check-off Process and Procedures**
- (i) **The Employer shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.**
 - (ii) **The Union will give reasonable notice to the Employer of any changes in Union dues, fees or other amounts which the Employer is required to deduct. All changes will coincide with the beginning of the Employer's next pay period.**
 - (iii) **No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:**
 - United Steelworkers**
 - P.O. Box 9083**
 - Commerce Court Postal Station**
 - Toronto, Ontario**
 - M5L 1K1**
 - (iv) **The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the employees from whom no deductions have been made and the reason why, i.e., W.C.B., W.I., laid off, etc.**
 - (v) **A duplicate R115 Form and employee deduction statement as in (iv) above shall be forwarded by facsimile or emailed to:**
 - United Steelworkers, Local 2009**
 - Attention: Financial Secretary @604-413-1851**
 - Email: office @usw2009.ca**
 - (vi) **The Employer agrees to print the amount of total deductions paid by each employee for the previous calendar year on their annual statement of Remuneration (T4 Slip).**
 - (vii) **The Union agrees to indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.**

b) **Union Officers, Representatives of members shall not hold meetings on the Employer premises or engage in any union activity on the Employer time without permission from the Employer.**

4.06 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.

4.07 **A member of the Union's Local Executive or Shop Steward shall be given the opportunity, during regular working hours, to meet with each new employee within the first month of their employment to acquaint them with the Local Union and Collective Agreement. The Union agrees there shall be no undue disruption of work, and such meetings will be limited to twenty (20) minutes maximum.**

4.08 **Exempt Employees Performing Bargaining Unit Work**

Effective June 1, 2015

The following restrictions apply regarding the performance of bargaining unit Unit work by exempt employees when there are regular **full-time** 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 **three (3)** 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.

Nothing in this section 4.08 restricts exempt employees from performing bargaining unit work when no regular employees are laid off due to a lack of work.

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

4.10 **Prior to contracting out any work coming within the Union's jurisdiction normally performed by the member(s) of the bargaining unit, the Employer agrees to notify the Union in advance of such intentions and will meet with the Union in an effort to resolve any concerns related to such contracting.**

- 4.11 **During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union and its members agree that they will not permit, cause, or encourage or take part in any sit-down, slowdown, or stoppage of work on any department or any strike or stoppage of any of the Employer's operations now authorize or condone any curtailment of work or restriction or interference with production at any of the Employer's operations.**

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 (40)** 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 (40)** hours per week **as per the Employment Standards Act.**
 - b) Where an employee is eligible for overtime payment, they shall be paid at the rate of time and one half ($1^{1/2}$) 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 they 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 their control, shall be entitled to two (2) hours at their normal basic rate. This clause shall not apply when the Company cancels the employee's shift prior to their 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 their 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
- a) 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.
 - b) 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.
 - c) 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 The Company shall grant extended maternity leave, without pay, to female employees, in accordance with the provisions of the Employment Standards Act.
- 5.14 Any regular employee desiring leave of absence must obtain permission in writing from the Company for such leave.
- 5.15 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.

5.16 **Employees shall provide proof of illness or injury if requested by the Employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof of illness or injury.**

(i) Any fee charged to the employee by the doctor or medical practitioner to complete forms requested by the Company shall be reimbursed at fifty percent (50%) of the cost. Receipt required.

- 5.17 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.
- 5.18 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.
- 5.19 Bereavement leave with pay shall be granted up to three (3) days for a regular employee on the death of their spouse, child, stepchild, mother, father, brother, sister, father-in-law, mother-in-law, **step-sister, step-brother, brother-in-law, sister-in-law**, grandparents and grandparents-in-law son-in-law, daughter-in-law, step-parent and grandchildren.

- 5.20 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.
- 5.21 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 they 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 they would have been paid on the day(s) in question had they 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
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. 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:
- they must have been on the payroll thirty (30) calendar days immediately preceding the holiday, and
 - they must have worked their last regularly scheduled work day before the holiday, and their first regularly scheduled work day after the holiday, and
 - they must have worked their 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 When any of the above-named holidays is observed on a day when a regular employee is on their 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.
- 6.05 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.

- 6.06 Employees, who are required to work on the day that a named holiday 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.
- 6.07 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:
- a) During their first year of continuous service: four percent (4%) of total wages earned during the period.
 - b) 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.
 - c) 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.
 - d) 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.
 - e) Regular employees shall receive their vacation pay, as above, on each pay cheque.
- 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, their vacation pay shall be increased to six percent (6%).
- 7.03 When a regular employee takes their vacation prior to the end of their vacation year, they may only be paid the vacation pay that they has accrued in that year, to the date they takes such vacation.
- 7.04 The vacation year for purposes of this article commences immediately following an employee's anniversary date and ends twelve (12) months later.
- 7.05 **Effective date of ratification:**

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
- b) statutory holiday time off
- c) 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 5.13
- h) Union leave under clause 5.18

- 7.06 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.
- 7.07 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.
- 7.08 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 they 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 than 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 their 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 employees **in the following order, by seniority, competency considered:**
1. **Regular Full-Time employees**
 2. **Seasonal**
- 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 their 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) years' 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 **three (3) days'** 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 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:
- a) 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.
 - b) 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 their designate.
 - c) Step 3: If a satisfactory settlement is not then reached, the Shop Committee shall take up the matter with the General Manager or their 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.
 - d) 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.
 - e) Step 5: If a satisfactory settlement is not then reached, it shall be dealt with in accordance with this Article.
- 9.02 Any grievance meetings involving the Shop Committee shall, whenever possible, be held outside work time.
- 9.03 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.
- 9.04 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.
- 9.05 No discharge or suspension grievance shall be considered if it is not submitted within five (5) working days from the date of discharge.
- 9.06 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.

- 9.07 If the Company fails to answer a grievance within the specified time limits, then the grievance may proceed to the next following step.
- 9.08 Any time limits specified above may be altered by mutual agreement of the parties.
- 9.09 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.
- 9.10 All decisions of the Arbitrator shall be final and binding upon the Parties to this Agreement.
- 9.11 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 their 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, 2021:

Increments	Effective Dates			
	Jan 1/2021	Jan 1/2022 2%	Jan 1/2023 2%	Jan1/2024 1.75%
Probation (up to 480 hours)	\$15.20	\$15.50	\$15.81	16.09
481-1250 hours worked	\$15.74 +2.5% \$16.13	2% \$16.45	2% \$16.78	1.75% 17.07
1251 – 2500 hours worked	\$16.23 +2.5% \$16.64	2% \$16.97	2% \$17.31	1.75% \$17.61
Over 2500 hours worked	\$16.72 +2.5% \$17.14	2% \$17.48	2% \$17.83	1.75% \$18.14

- 10.02 Regular employees designated as a Lead Hand by the Company shall receive a premium of **one dollar and fifty cents (\$1.50)** 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.
- (i) **Excluding the Lead Hand position, employees who are selected for a posting under Article 8.09 shall receive the premium when performing the posted duties.**

If the Employee works two (2) hours or less they will receive the premium for the hours worked. Should they work two (2) or more hours they shall be paid the premium for the entire shift.

It is agreed that this premium does not apply to an employee with a posted position premium defined under 10.02 (Lead Hand), 10.06 (Maintenance), 10.08 (Spray Applicator) or 10.09 (Irrigation).

- 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 their normal incremental rates while they are actually spraying.
- 10.09 **Effective June 1, 2021, the premium for the Irrigation position shall increase from one dollar (\$1.00) to one dollar and twenty-five cents (\$1.25) per hour and shall be paid the premium as per Article 10.03 (i)**

ARTICLE 11 – MEDICAL AND INSURANCE BENEFITS

- 11.01 **Regular full-time employees will be eligible for health and insurance benefits after completion of probation, so long as they work 80% of their scheduled hours each month.**

If an employee does not work 80% of their scheduled shifts in a month, they will pay the full cost of benefits for the following month and continue to until they have completed a full month working more than 80% of their scheduled shifts.

- 11.02 **The Company shall pay eighty-five percent (85%) of the premium costs for the medical and insurance benefits, provided the eligible employees, wishing to receive the same, pay the remaining fifteen percent (15%) by payroll deduction.**
- 11.03 **Benefit Plans**
 - a) Medical Services Plan of B.C.

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 **three hundred dollars (\$300.00)**, inclusive of an eye examination to a maximum of **one hundred dollars (\$100.00)** 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 dependent 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.

11.04 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.

11.05 **The Company will maintain its share of the cost of the above benefits for two (2) full and clear months after a regular full-time employee is laid off, provided the employee was enrolled in the benefit plans at the time of their layoff. Thereafter, such laid off employees may maintain their benefits by paying one hundred percent (100%) of the cost.**

For regular part-time employees, as per the definition under Article 2.02 (b), the Company will cover the full cost of the above benefits for one (1) full month after a regular part-time employee is laid off, provided the employee was enrolled in the benefit plans at the time of their lay-off. Thereafter, such laid off employees may maintain their benefits by paying one hundred percent (100%) of the cost.

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 a) An Occupational Health and Safety Committee shall be established pursuant to the Workers' Compensation Act and Regulations.
- b) 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.
- c) Employee representatives on the OH&S Committee shall be appointed or elected by a vote supervised by the Union.
- d) The OH&S Committee shall not meet during working hours without the consent of the Company.
- e) 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 **Worksafe BC**, shall be paid **their** normal basic wages for the balance of the day of the injury.

13.04 Occupational Health and Safety Committee

- a) It is agreed that Part 2 of the BC Workers Compensation Act, and the Occupational Health and Safety Regulation is incorporated into and forms part of this Agreement. The employee and the union agree to abide by those provisions unless this agreement provides otherwise.
- b) The Company agrees to full cooperate with the Health and Safety Worker and Employer Representatives and shall provide them with full access for carrying out their inspections, investigations and shall furnish all reports, plans and records pertinent to the work of the Health and Safety Representatives.
- c) Right to Refuse Unsafe Work
 - i. In accordance with section 3.12 of the Occupational Health and Safety Regulations
 - ii. a person has the right and duty to not carry out any work process or operate any tool appliance or equipment if that person has reasonable cause to believe that to do so would create an undue hazard to the health and safety of any person.
 - iii. In the event a person refuses work the matter shall be resolved in the manner set out in Section 3.12 of the OHS Regulations.
 - iv. During the course of a work refusal any employee who is assigned to the work shall be advised of the refusal and the reason for the refusal.
- d) The Health and Safety Representatives shall accompany all government inspectors during inspections and investigations.
- e) Representative Recommendations

The employer shall respond in writing within twenty-one (21) working days, to any formal recommendation of the Health and Safety Representatives.
- f) Health and Safety Education Leaves

The Company shall provide one (1) day of paid educational leave in each year for the Health and Safety representatives to attend Health, Safety and Environmental courses that will enhance the members skills and understanding so that they more effectively participate in health and safety responsibilities.

13.05 RETURN TO WORK/STAY AT WORK

The Employer and USW Local 2009, recognize their shared moral and legal responsibilities towards employees with disabilities under the BC Human Rights Code. The Employer shall notify the Union whenever there is a request for accommodation. The Employer, the employee and the Union shall work together co-operatively to provide reasonable accommodation to the point of undue hardship.

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 their 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 Union shall have the exclusive use of a Bulletin Board on the premises of the Employer and provided by the Employer for the purpose of posting paper, notice, etc., which may be of interest to Union members.**
- 15.02 **Any notice required to be given by the Union to the Employer under the terms of this Agreement shall be given by email, facsimile, or courier/mail addressed to 1831 Peardonville Road, RR#1, Abbotsford, B.C. V4A 2M3. Any notice to be given by the Employer to the Union under the terms of this Agreement shall be given by email, facsimile, or courier/mail addressed 202 – 9292 – 200th Street, Langley, B.C. V1M 3A6.**

USW Local 2009 Fax: 604-513-1851

Email: office@usw2009.ca

- 15.03 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.

15.04 **Prior to accessing the plant or the operations of the Employer, the Local Union and/or a Union Representative shall first obtain permission from the Employer. Permission shall not be unreasonably withheld. The Union agrees that there will be no undue disruption of normal operations. It is understood that permission is not to be construed as unlimited free access.**

15.05 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 **paid**.

15.06 No Strikes/ Lockouts

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.

15.07 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.

15.08 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.

15.09 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, **during** 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

On the request of either party, the Parties shall meet at least once every two (2) months until this Agreement is terminated for the purpose of discussing issues related to the workplace that affect the Parties or any employee bound by this Agreement.

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

15.11 **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).

15.12 **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.

15.13 **Respectful Workplace**

- a) **The parties agree that the work environment should be one where mutual respect and dignity of all employees is observed.**
- b) **The parties further agree that all employees and officers of the Union including bargaining unit, Union and management representatives should act in a professional and civil manner, irrespective of any personal differences which may exist (e.g. personality conflicts, differences of opinion).**
- c) **Where an individual has a legitimate cause for concern in relation to the above, they may file a formal complaint with either a designated member of the Union or management. Within three (3) days of receipt of the complaint, the receiving party shall advise the other party in writing of said complaint.**
- d) **Thereafter, the parties shall jointly investigate the complaint and prepare a joint report outlining their respective or joint findings, as the case may be, and this, within thirty (30) days of the filing of the complaint.**
- e) **Without limiting the employer's management rights pursuant to the collective agreement, the Union may make recommendations to the Employer with respect to the disposition of the complaint.**

ARTICLE 16 – RAIN GEAR AND WORK BOOT ALLOWANCE

16.01 Regular employees shall receive an allowance of up to three hundred dollars (\$300.00) every twenty-four (24 months to defray the cost of purchasing both rain gear and approved safety footwear.

ARTICLE 17 - DURATION OF AGREEMENT

17.01 This Agreement shall be effective from **January 1, 2021** to and including, **December 31, 2024** 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 **Upon receipt of notice to bargain pursuant to this Article by either Party the Parties will commence negotiations within twenty-one (21) days of receipt of such notice. The Collective Agreement shall continue in full force and effect until the provisions of the Labour Code have been met.**

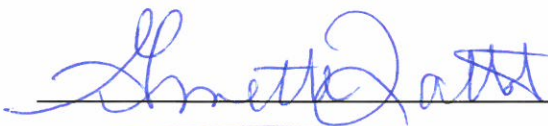
17.03 The provisions of subsections (2) and (3) of section 50 of the Labour Relations Code of the British Columbia Act are specifically excluded.


IN WITNESS WHEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT
THIS _____ DAY OF _____, 2021.

SIGNED ON BEHALF OF VALLEYBROOK GARDENS LTD.



SIGNED ON BEHALF OF UNITED STEELWORKERS, LOCAL 2009





APPENDIX "A"

SENIORITY LIST
(Seniority List as of December 2020)

	Number	Name/Position	Seniority Date	Phone Number
1	1033	Toor, Jaswinder – Lead Hand	1990-02-25	604-556-0032
2	1045	Toor, Pritam – Lead Hand	1992-02-03	778-779-3192
3	1042	Malhi, Amarjit Kaur – Posted Position	1992-02-12	604-852-9587
4	1060	Khera, Harpal	1993-03-03	604-854-3264
5	1063	Parmar, Kanta – Non Scan Coordinator – inactive posted position	1993-03-03	604-853-6438
6	1075	Sidhu, Kuldip – Pick-up Coordinator – inactive posted position	1994-03-09	604-854-3264
7	1078	Gill, Amarjit – Lead Hand	1994-03-10	778-246-0064
8	1081	Hansra, Gurmail	1994-03-10	604-864-9238
9	1108	Sandhu, Pritam	1995-03-10	604-820-8986
10	1499	Nerio, Gloria – Lead Hand	1998-02-03	778-982-0006
11	1532	Grewal, Kulwinder	1999-03-03	604-864-0240
12	1550	Gill, Jagjit – Counter – Inactive posted position	1999-04-03	604-850-2950
13	1814	Pannu, Rajinder – Lead Hand	2001-03-09	604-826-2166
14	1820	Boparai, Jaswinder	2001-03-13	604-614-8433
15	1877	Bassi, Paramjit Kaur – Back end Coordinator posted position	2001-04-09	604-864-9151
16	1505	Rothwell, Bob Douglas – Facilities and Maintenance posted position	2002-02-25	604-823-9259
17	2007	Jakhu, Mohinder	2002-02-28	604-746-9384
18	1997	Clair, Kamaljit – Pot Dropper posted position	2002-03-11	604-850-0827
19	1955	Sran, Sarabjit	2002-04-03	604-857-1441
20	2087	Dhillon, Sukhjit	2003-02-26	604-850-8051
21	2114	Powar, Harpa – Irrigation posted position	2003-02-26	604-864-0105
22	3184	Dhaliwal, Ranji	2007-03-05	604-826-0840
23	3215	Kandola, Dalgir	2007-03-23	604-625-0154
24	3245	Narang, Kanta	2008-02-25	604-855-4079
25	3353	Thind, Kuljit	2009-02-23	604-859-7315
26	3572	Sandhu, Satwant	2012-05-14	604-850-2254
27	3674	Sidhu, Kamaljit Kaur	2014-04-28	778-552-3637
28	3797	Hilliard, Henry Calvin – Spray Applicator posted position	2016-03-31	604-308-3216
29	3824	Kaler, Sukhwinder	2016-04-07	604-850-3261
30	3959	Gill, Shinderpal	2017-03-27	604-807-9084
31	4015	Sidhu, Satnam	2018-03-05	604-556-7617/778-823-5520
32	4021	Brar, Kulwinder	2018-03-05	604-832-0834/604-864-6816
33	3932	Chahal, Sawaranjit	2018-03-09	604-870-3233/604-832-9203
34	4036	Sandhu, Gurdial	2018-03-12	778-549-2013
35	4076	Deol, Harpreet – Setting Out posted position	2018-04-13	778-245-0255
36	3981	Wahla, Gurpreet	2019-09-05	778-552-2025
37	4251	Elund, Victor	2020-02-24	604-226-2911
38	4263	Grewal, Surjit Singh – Setting Out posted position	2020-02-28	604-744-8809

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.

LETTER OF UNDERSTANDING #1

BETWEEN: VALLEYBROOK GARDENS LTD.

OF THE FIRST PART

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

RE: REGULAR FULL-TIME, REGULAR PART-TIME AND SEASONAL EMPLOYEES

Fourteen Days after this Agreement has been Ratified, the Employer will post thirty (30) Regular Full-Time positions (see definition as per Article 2.02). The Union agrees that this number will be reduced in order to exclude any employee who is currently holding a posted position and shall have the opportunity to maintain that position as Regular Full-Time should they so choose. The remaining vacancies will then be offered to Regular Employees listed under Appendix 'A' and be awarded in order of seniority, competency considered.

Regular Employees listed on Appendix 'A' who are senior but elect to go part-time, or are junior, shall be offered a Regular Part-Time position and be eligible for medical and insurance benefits, should they wish to participate, and their percentage of the cost will be deducted from payroll. They will continue to accrue seniority for the purpose of layoff, recall (within their classification of Regular Part-Time) and job opportunity should they wish to post into a Regular Full-Time vacancy as per Article 8.09 (b).

In the event there is a regular full-time vacancy the Company shall post the vacancy offering the posting to current Employees in the following order:

- i. regular full-time;
- ii. regular part-time;
- iii. Seasonal

Employees will be selected by seniority, competency considered

Regular Part-Time employees shall accrue seniority for layoff and recall within the Part-Time classification, and job opportunity should a Regular Part-Time employee wish to post into a Full-Time position should a vacancy become available.

Regular Part-Time employees will be eligible for health and insurance benefits so long as they work more than 90% of their scheduled workdays each month.

If a Regular Part-Time employee does not work more than ninety percent (90%) of their scheduled shifts in a month, they will pay the full cost of the benefits the following month and every month after that until they have completed ninety percent (90%) of their scheduled shifts in a calendar month.


The Company shall pay seventy-five percent (75%) of the premium costs for the health and insurance benefits, provided the eligible Regular Part-Time employee, wishing to receive same, pays the remaining twenty-five percent (25%) by payroll deduction.

Any employee hired after the date of Ratification shall be considered a Seasonal Employee.

The Employer has the right to increase the number of Regular Full-Time positions at anytime in order to meet the demands of production.

Signed this _____ day of _____, 2021

**For the Company
Valleybrook Gardens Ltd.**



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

