

COLLECTIVE BARGAINING AGREEMENT



AND



MAY 1, 2022 to APRIL 30, 2026

COLLECTIVE AGREEMENT

BETWEEN

CHEWTERS CHOCOLATES (1992) INC.

AND

UNITED STEELWORKERS LOCAL 2009

Effective May 1, 2022 – April 30, 2026

**Errors & Omissions Excepted
cope-343**

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COLLECTIVE AGREEMENT

BETWEEN

CHEWTERS CHOCOLATES (1992) INC.

AND

USW LOCAL 2009

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. The parties will 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 and the Union and the employees to co-operate fully, individually and collectively, for the advancement of said conditions.

The Company and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will 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 will be carried out.

ARTICLE 1 - BARGAINING AGENCY

1.1 Recognition

The Company recognizes the Union as the sole collective bargaining agent of the certified employees of the Company.

1.2 Employee

In this Agreement, "employee" means an employee in the bargaining unit.

1.3 Meetings

The Company and the Union will meet at such time and place as may be mutually agreed upon for the purpose of discussing wages and working conditions and adjusting any matters within the confines of this Agreement which come within the scope of collective bargaining between Employer and employee.

1.4 Bargaining Authority

The Employer recognizes the Union as the exclusive collective bargaining agent for all employees in the bargaining unit.

1.5 Access to Operations

Official Union representatives shall obtain access to the Company's operations for the purpose of meeting with the management. The Union shall obtain authorization from the Employer as to the appropriate time for such contact. Permission will be granted by the Company on request and subject to such reasonable terms and conditions as may be laid down by the Company.

ARTICLE 2 - MANAGEMENT RIGHTS

The Union agrees that the management and control of the Employer's business and the direction and control of the Employer's workforce are vested exclusively in the Employer, subject only to the limitations imposed upon the Employer by the provisions of this Agreement. The Union further recognizes and agrees that the Employer retains all the customary rights, responsibilities, functions and prerogatives of management, except as expressly modified or restricted by a specific provision of this Agreement.

ARTICLE 3 - UNION SECURITY

3.1 Union Shop

Every employee who is now or hereafter becomes a member of the Union shall maintain **their** membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of **their** employment, apply for and maintain **their** membership in the Union as a condition of **their** employment.

3.2 Discharge of Non-members

Any employee who fails to maintain **their** membership in the Union as prescribed herein by reason of refusal to pay dues and assessments shall be subject to discharge after seven (7) days' written notice to the Company of the said employee's refusal to maintain **their** membership.

3.3 Check-off

The Company shall require all employees to execute the following assignment of wages in duplicate, 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.

3.4 Social Insurance Number

The Company shall furnish the Union with the Social Insurance Number of each employee on its payroll 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.

3.5 Amount of Dues and Initiation Fees

Union dues shall be \$ ___ per month. Initiation fees shall be _____. Such dues and initiation fees shall not be changed except in accordance with the provisions of the Union's constitution and bylaws. No such change will be effective until the Union has delivered written notice of the change to the Employer and all employees. Initiation fees may be deducted in equal amounts over a period of three (3) months beginning the month following becoming a member of the Union.

3.6 Disclaimer/Indemnity

Subject to this Article 3, the Employer shall have no financial responsibility for the fees or dues of any employee, unless the Employer owes an employee sufficient unpaid wages to pay the fees and dues assigned. The Union agrees to indemnify and hold the Employer harmless against any claims, demands, actions, or charges brought against the Employer by an employee as a result of the application of this Article 3.

ARTICLE 4 - EMPLOYEE DEFINITION

Full-time regular employees qualify by working 720 hours in a calendar year and are available for work on any shift on a continuing basis.

All other employees shall be classified as Temporary or Casual and shall not be entitled to the provisions related to severance, technological change, or plant closure. If a Temporary employee subsequently becomes a Regular employee, all rights under this Agreement which are based on length of service or seniority (including probation) shall be calculated from the commencement of the temporary employment **subject to working 1500 hours in a 12-month period.**

Casual Work

- (a) Casual employees shall be employees who are on call and shall be used to fill vacancies caused by absenteeism, lateness, accidents, emergency situations and to compliment full-time staff during temporary peaks in plant workload.**
 - (I) The Employer agrees to keep a separate seniority list for casual employees where seniority is based on total hours worked per quarter.**
 - (II) Casual employees may apply for regular positions based on competency and qualification (only after all the regular employees have had the opportunity to bid on the said positions) and if selected, will be deemed a probationary employee.**
 - (III) Reference Article 4 Employee Definition (720 hours during a calendar year) and subject to Article 13.1.**
 - (IV) Regular laid-off employees who are competent shall have preference for available work over casual employees.**

ARTICLE 5 - PLANT COMMITTEE

5.1 Composition

The Plant Committee shall consist of a maximum of three (3) employees plus one (1) alternate steward who have completed the probationary period of employment with the Company and who are members of the Union.

5.2 Notification

The Union shall notify the Employer in writing of the names of the Plant Committee members. The Employer shall not be required to recognize a Plant Committee member until it has been so notified.

5.3 Investigation/Processing of Grievances

Where possible, stewards' duties will be performed outside of normal working hours. In no such case will there be any interference with production. If such duties are performed during working hours, a Steward must first obtain permission from their manager or designate.

5.4 No Union Activities

Meetings may be held during non-working hours provided permission is obtained in advance and operational requirements permit.

5.5 Labour Management Committee

A Labour-Management Committee shall be established, consisting of two (2) employees and two (2) representatives of the Employer. On the written request of any of its member(s), the Labour-Management Committee shall meet at least once every two months during the term of this Agreement, to discuss issues relating to the workplace that affect the parties or any employee bound by this Agreement. Such meetings will not interfere with production activities. The purpose of the Labour-Management Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

Employees attending such meetings will be paid straight time wages for the time spent at the meeting.

ARTICLE 6 - HOURS OF WORK

6.1 Normal Shift Hours

Eight Hour Shifts: The normal shift hours for all employees with the exception of Skilled Labour shall be between the following hours:

**Days: 5:00 a.m. - 3:00 p.m.
Afternoons: 2:00 p.m. - 12:00 a.m.
Nights: 11:00 p.m. – 7:00 a.m.**

For Skilled Labour, the starting and stopping times may vary from the above. It is understood that due to operating requirements, Skilled Labour may be regularly scheduled to work overtime prior to and/or at the end of each shift.

Employees may change their shift with prior approval by the manager or designate. Such approval must be authorized in writing in advance using the Action Form.

6.2 Overtime Pay

- (a) An employee shall receive overtime pay of one and one half (1 ½) times their regular hourly wage for all hours worked in excess of:
 - (i) eight (8) in a day; and**
 - (ii) forty (40) in a week, but excluding from the calculation hours worked in excess of eight (8) in a day.****

- (b) An employee shall receive overtime pay of two (2) times their regular hourly wage:
 - (i) for all hours worked in excess of eleven (11) in a day; and**
 - (ii) forty-eight (48) in a week, but excluding from the calculation hours worked in excess of eight (8) in a day.**
 - (iii) For Sundays where an employee has worked forty (40) or more hours in the preceding week.****

6.3 General Holidays

Where a week contains a General Holiday, the references to hours in a week in Article 6.2 above shall be reduced by eight (8) hours for each General Holiday in the week.

6.4 Starting/Stopping Times

The determination of regular starting and stopping times for daily and weekly work shall be made exclusively by the Employer, and may be changed by the Employer from time to time, subject to the provisions of this Agreement. In making such changes, wherever possible, the Employer shall endeavour to accommodate employee personal transportation arrangements.

6.5 Rest and Meal Breaks

Machine Operators and Production employees will receive one (1) twenty (20) minute paid break, and one (1) fifteen (15) minute paid break, one in each half of the shift.

It is recognized and accepted that due to operating requirements, it will not always be possible for **Machine Operators** to take breaks at the same time as the crew or the breaks may be interrupted. Where breaks are interrupted, **Machine Operators** will take the balance of the break time at a mutually convenient time. If, due to exceptional operating conditions the **Machine Operator** is not able to take their complete break time, they will be paid overtime for time not taken.

6.6 Continuous Operation of Plant and Equipment

The Employer reserves the right to schedule hours of work, and meal breaks in order to avoid the shutdown, the stopping of equipment, or the interruption of the process subject to the provisions of this Article 6.

6.7 Authorization Required

No employee is permitted to work unauthorized overtime hours. All overtime must be authorized in advance by the employee's manager or designate.

6.8 Notice of Overtime

For all employees, overtime will be offered to the most senior employees with the qualifications and abilities necessary to perform the available work. Where overtime is necessary to meet operational requirements and sufficient employees are not available to perform the required overtime, the Employer shall designate qualified employees who have demonstrated they have the ability to perform the work required, in reverse order of seniority.

For **Skilled Labour**, overtime will be assigned according to the employee's competence as defined in Article 14.1. in relation to the operation of the specific equipment and operational requirements in the area where overtime is required. Where two or more **Skilled Labour** are deemed to be competent by the Employer overtime will be offered to the most senior employee. Where there are not sufficient competent **Skilled Labour** available, the Employer shall designate the **Machine Operators** in reverse order of seniority subject to the definition of competence.

6.9 Definitions

A day shall commence at 12:01 a.m. and end twenty-four (24) hours later. A week shall commence at 12:01 a.m. **Sunday** and end at 12:00 midnight on **Saturday**.

6.10 Work Schedules

Each week the Employer shall post the regular hours of work on a bulletin board which is easily accessible and visible to employees. Such hours and schedules will be subject to operational requirements.

6.11 Machine Operator Work Schedules

The Employer retains the right to assign **Machine Operators** to shifts in order to meet Company performance standards and customer requirements, or to fulfil **Machine Operator** training needs.

6.12 No Pyramiding

The Parties agree that there shall be no pyramiding of rates of pay, overtime premiums, shift premiums or other such premiums contained in this Agreement.

6.13 No Guarantee

Nothing in this Agreement shall be construed as a guarantee of work or pay, or of hours of work per day or per week, or of days of work per week. The provisions of this Article are intended to outline the normal or regular hours of work.

6.14 Shift Premium

Shift premiums for hours worked on the following shifts shall be:

Afternoon shift	\$0.55
Night shift	\$1.00

6.15 Shift Bonus

For purposes of the midnight shift, current full time regular employees are "red circled" and will receive \$1.00 per hour shift bonus for hours worked on the midnight shift.

ARTICLE 7 - TECHNOLOGICAL CHANGE

7.1 Definition

"Technological Change" means the installation of new, advanced mechanical equipment which would result in the need for specialized training and which affected a significant number of employees.

7.2 Notice

The Employer will give the Union a minimum of sixty (60) calendar days advance notice prior to the implementation of a technological change. Such notice shall be in writing and shall state the nature of the new equipment, the date upon which it is to be installed, and the names and classifications of the employee(s) whose job(s) will be affected.

7.3 Consultation

Where the Employer has notified the Union in accordance with Article 7.2, the parties shall meet as soon as possible, in order that the Union may make representations concerning how the technological change could be implemented with the least adverse effects.

7.4 Vacancies

If a technological change results in the creation of a new job classification, all vacancies in that classification will be filled in accordance with Article 14 of this Agreement.

7.5 Displaced Employees

Employees displaced from their jobs as a result of a technological change will be laid off and may bump in accordance with Article 14 of this Agreement, unless the employee, prior to being laid off, elects instead to:

- (a) waive their bumping rights and be placed on the recall list; or
- (b) accept severance pay under Article 20.

ARTICLE 8 - WAGES

8.1 Appendix "A"

Each employee shall be paid not less than the hourly rate established by Appendix "A" for their job classification.

8.2 All tools must meet sanitary standards at all times in accordance with Company policies and procedures.

- (a) For **Machine Operators**, the Company will supply the necessary tools.
- (b) For **Millwrights**, the Company will replace damaged and missing tools.

ARTICLE 9 - PAY DAYS

There shall be a regular pay day every two weeks on Friday. On that date, each active employee shall be provided with a statement of earnings and deductions for the pay period covered.

ARTICLE 10 - GENERAL HOLIDAYS

10.1 General Holidays

The following days are General Holidays:

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

10.2 Eligibility

Eligible employees shall receive the day off with pay on a General Holiday. To be eligible for General Holiday pay, an employee must have:

- (a) been employed for 30 calendar days; and
- (b) worked for at least 10 of the last 30 days;

10.3 Temporary Employees

General Holiday pay for temporary employees shall be based on the employee's regular hourly wage rate, multiplied by their average daily hours during the last thirty (30) days actually worked prior to the General Holiday.

10.4 Work Performed on a General Holiday

If an employee is required to work on a General Holiday, they will receive one and one-half (1 ½) times their regular hourly wage for the work performed on that day, plus another day off with pay at a time mutually agreed between the Employee and their manager or designate.

10.5 Vacation

If a General Holiday occurs during an employee's annual vacation, an additional day's vacation with pay shall be allowed for each such General Holiday.

ARTICLE 11 - VACATIONS WITH PAY

11.1 Entitlement

- (a) Employees who have completed one (1) year of service will be entitled to two (2) weeks' paid vacation per annum.
- (b) Employees who have completed five (5) years of service shall be entitled to three (3) weeks' paid vacation per annum.
- (c) Employees who have completed twelve (12) years of continuous service shall be entitled to four (4) weeks' paid vacation per annum.
- (d) **Employees who have completed twenty (20) years of continuous service shall be entitled to five (5) weeks' paid vacation per annum.**

11.2 Vacation Pay

- (a) The Employer shall pay annual vacation pay at the rate of two percent (2%) for each weeks' entitlement or at the current weekly salary, whichever is greater.
- (b) All employees shall receive the appropriate accrued vacation pay for that pay period on each pay cheque.
- (c) Employees will have the option to keep their earned vacation monies with the Company. Employees will further have the option of requesting and receiving vacation pay at the time they are on vacation. Any excess monies will be paid out at the end of the vacation year. Provided adequate notice is provided, vacation pay will be paid a minimum of one (1) week but in no case two (2) weeks in advance of the scheduled vacation period. The amount of payment will relate to the portion of the vacation time entitlement which is being taken at that time.

11.3 Scheduling

All vacations must be taken at a time agreeable to the Employer and is subject to operational requirements. Vacations shall be scheduled with the senior employees given preference in the selection of vacation periods, subject to the needs of the Employer.

11.4 No Carry Over

Vacations must be taken during the 12 months following each employee's anniversary date. Vacation entitlement cannot be banked or carried over from year to year.

ARTICLE 12 - CALL TIME

12.1 Where Work Commences

Four (4) hours will be paid at the regular rate, if the employee starts work unless the work is suspended for reason completely beyond Employer's control, including unsuitable weather conditions, in which case two (2) hours will be paid at the regular rate.

12.2 Where Work Has Not Commenced

Two (2) hours paid at regular rate, unless the employee is unfit to work or fails to comply with the Industrial Health and Safety Regulation of the Workers' Compensation Board.

ARTICLE 13 - HEALTH AND WELFARE

13.1 The Employer shall make available to all Full Time Regular employees who average **twenty-five (25)** or more hours worked per week, the right to receive benefits under the Employer's group insurance benefit plan, as amended from time to time. To be eligible, the employee must have worked **1500** hours in the last **twelve (12)** months. Benefit coverage will continue for three (3) full months following layoff.

13.2 The actual insurance benefits are provided under the contracts of insurance between the Employer and the carriers. Those contracts do not form part of this agreement. Eligibility for benefits is governed by the insurance contracts and any disputes arising shall be resolved in accordance with the terms of those contracts.

13.3 The obligation of the Employer under this Article is restricted to the payment of premiums, or the portion of premiums, as applicable, to the insurance carrier. The Employer has no responsibility for the administration of any insurance policy.

13.4 The selection of the insurance carrier for any benefits referred to in this Article is in the sole discretion of the Employer, provided that the benefit coverage provided by the new carrier, considered as a whole, are **equal to or greater than** to the benefit coverage at the time of execution of this agreement.
Hours worked shall mean to include all approved absences including shortage of work, vacation, bereavement and/or approved illness or injury.

13.5 The Employer shall make available descriptions of the benefits offered; the eligibility requirements; and the procedures for obtaining benefits.

13.6 The Employer shall pay one hundred percent (100%) of the total current health and welfare premium costs for the benefits that apply to each eligible employee in the plan.

13.7 The summary of benefits is as shown below. If there is a difference between this summary and the detailed benefits outlined in the Plan documents, the Plan documents shall prevail.

13.8 Except as provided by the legislation, where an employee takes leave of absence without pay, the Employer shall not be required to continue paying its portion of the premiums for that employee's health and welfare benefits. The employee shall be given the option of paying the Employer's share of such premiums for the duration of their leave of absence provided such payments are made in advance in accordance with the procedures established by the Employer.

<u>Benefit</u>	<u>Coverage</u>
Basic Life Insurance	1 x annual earnings To maximum \$200,000 without evidence of insurability
Basic Accidental Death & Dismemberment	1 x annual earnings To maximum \$200,000 without evidence of insurability
Extended Health	Lifetime maximum unlimited with some exceptions Deductible: \$100 except for Hospital Care. Extended Health Care items deductible is \$25.00 on all items. Reimbursement Amount is 80% of out-of-pocket expenses after the annual deductible is satisfied. Paramedical, prescription drugs, accidental dental, out-of-province/out-of-Canada assistance Extended health coverage will be provided to a regular employee who is scheduled to work and is absent due to illness or non-occupational injury.
Dental Care	Reimbursement Amount: 80% Maximum: \$500.00 Individuals each calendar year \$1200.00 Family each calendar year.
Vision Care	Date of Ratification: Payment for glasses only - one pair every 24 months from time of purchase for the employee, spouse and dependents to a maximum of \$375.00 per pair. Eye Exams - \$100.00 every 24 months.

ARTICLE 14 - SENIORITY

14.1 Definitions

For all employees, the Employer recognizes the principle of seniority provided that an employee is competent to perform all job duties for any position to which they are assigned to work pursuant to the provisions of the Article. Competency will be based on an assessment of an employee's ability to do the work and efficiently meet the requirements of the position. The seniority of an employee means the length of service with the Employer since their last date of hire.

Skilled Labour seniority will be the length of time in the position of **Skilled Labour**. Competency shall be defined as meeting production performance standards, and possessing the necessary skills, abilities and qualifications. For **Skilled Labour** who are promoted from the production workforce, the original date of hire will only be recognized for the vacation entitlement purposes.

For purposes of clarification the Employer is committed to providing the necessary training that will enable **Skilled Labour** to achieve the required level of competency.

For full time regular employees, one (1) year of service shall equate to the calendar year. For temporary and casual employees, one (1) year of service will equate to 1500 hours worked in a twelve (12) month period from the date of hire.

14.2 Layoff

Employees shall be laid off in reverse order of seniority, subject to the employee being competent to perform the required work.

14.3 Sequence

Temporary employees shall first be laid off followed by full-time regular employees.

14.4 Bumping

If an employee displaced from their position by the layoff procedure has the competence to do so, that employee may bump another employee with less seniority. In such cases, the employee shall receive the wage rate for the classification into which they bump.

An employee may only bump up if they have previously held the job in the operation on a regular basis. In the event that a **Machine Operator** is laid off who has previously accumulated seniority as a production worker and who successfully posted into a **Machine Operator** position, they may exercise their production worker seniority and bump into that classification. **Machine Operators** that receive layoff notice and who do not have production seniority may use their **Machine Operator** seniority to bump into the production classification. However, under no circumstances will production workers be allowed to bump **Machine Operators**.

Temporary employees may not bump full-time regular employees.

Where there is a product changeover, senior employees who are currently working on the line that has stopped production for the purposes of cleaning, the following will apply:

All employees currently working on the line where production has ceased to commence cleaning will stay on the line to commence the cleaning for the remainder of the day. However, if the cleaning carries over to the next day, senior employees will then have the option to bump junior employees to do production work.

14.5 Recall

For the purposes of recall from layoff, the above procedure and sequence shall be reversed. The Employer may recall employees under either one (1) of two (2) conditions:

(a) Short Notice

Employees who are on layoff must keep the Employer informed (by telephone, text or email) of their availability on a daily basis. When an employee is recalled, the Employer will advise the employee at least one (1) working day prior to when the employee is to return to work. Employees will be advised of recall by telephone or text. If the Employer is unable to contact the laid off employee within two (2) hours, the Employer may recall the next employee in the sequence.

If there is an urgency to fill the position and the manager is unable to contact the employee within one (1) hour, the manager can contact five additional employees and fill the position with the first person who is available.

(b) Normal Notice

When an Employee is recalled, the Employer will advise the employee three (3) working days prior to the date the employee is to return to work. If the Employer is unable, after reasonable efforts, to contact the laid off employee, the Employer may recall the next employee in the sequence.

14.6 Rate Upon Recall

Employees recalled to work shall receive the current rate for the classification into which they are recalled.

14.7 Vacancies

Production worker vacancies above those at an entry level, which are greater than thirty (30) days in length, in existing or new classifications for full-time employment shall be posted in a conspicuous location for three (3) consecutive working days. The posting will outline the classification, the wage rate and a brief description of the position. All applications for the posted positions must be filed in writing with the Employer by the end of the third (3rd) working day after the initial posting, on forms supplied by the Employer. Selection will be based on seniority and ability.

Notwithstanding the above, while vacant **Machine Operator/Chargehand** positions will be posted, the internal or external candidate who, in the Employer's opinion is most qualified, will be selected.

14.8 Trial Period

Production employees filling vacancies or obtaining promotions through the procedure outlined above shall serve a trial period of twenty-one (21) days actually worked.

During this period, they shall be paid one-half (2) of the difference between the rate of their current job and that of the new classification.

If during this trial period the employee is considered by the Employer to be unsuitable for the new position, or if the employee feels that **they** cannot do the job, the employee shall be returned to **their** former position or one of equal rank.

14.9 Probationary Period

Each new **General Labour** employee shall serve a probationary period of **360 hours** actually worked, commencing with **their** date of hire. This may be extended by the Employer, with the consent of the Union, for a further **one hundred twenty (120) hours** actually worked.

For **Skilled Labour** positions the probationary period will be 720 hours worked. With the consent of the Union, these periods may be extended for bona fide reasons.

If the employee is unsuitable for continued employment, that **their** performance is unsatisfactory, or that the employee is unwilling or unable to properly carry out **their** duties, the Employer may terminate the employee's employment at any time during the probationary period, **for just cause**.

14.10 Probationers

Seniority shall not accrue during an employee's probationary period. Upon successful completion of the probationary period, the employee's seniority shall be backdated to their date of hire.

14.11 Loss of Seniority

Seniority shall be lost and employment terminated if an employee:

- (a) resigns;
- (b) is discharged for cause as defined by the Labour Code;
- (c) has less than one (1) years' service and is not recalled within a period of six (6) months;
- (d) has one (1) or more years' service and is not recalled within a period of one (1) year;
- (e) after a layoff, fails to report following notification to return to work within seven (7) days;
- (f) is absent without leave for three (3) or more consecutive days without notifying the Employer, unless he or she gives satisfactory reasons to the Employer for their failure to do so.

14.12 Seniority List

The Employer shall provide the Union with a current seniority list at least once every six (6) months.

14.13 Employee's Responsibility

It is the employee's responsibility to provide the Employer with an up-to-date telephone number and address.

ARTICLE 15 - LEAVE OF ABSENCE

Any paid leave under this article will be in accordance with the Employment Standards Act of British Columbia and/or any Federal or Provincial legislation. Should the Employment Standards Act be amended, the above provisions will comply with such amendments.

15.1 Injury or Illness

The Company will grant leave of absence to employees suffering injury or illness subject to receipt of proper medical verification if requested by the Employer. The employee shall immediately report the injury or illness.

15.2 Union Business

- (a) Provided there is one (1) months' written notice, the Company will grant unpaid leave of absence to one (1) employee who is appointed or elected to Union office for a period up to and including one (1) year. Further leave of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to work immediately upon completion of the term of employment with the Union.

- (b) Provided there is five (5) day's written notice, the Company will grant leaves of absence without pay for a maximum of one (1) employee who is appointed or elected as a representative to attend Union meetings and Union conventions.
- (c) Unpaid leave as required will also be granted for purposes of negotiations to members of Chewters' Negotiating Committee.

15.3 Bereavement Leave

- (a) When death occurs to a member of a **regular full-time employee's** immediate family, the employee will be granted an **appropriate leave of absence for which they shall be compensated at their regular straight-time hourly rate of pay for their regular work schedule for a maximum of three (3) days.**
- (b) Members of the immediate family are defined as spouse, child, parent, brother, sister, grandchild, grandparent or parents-in-law of the employee.
- (c) **A maximum of five (5) paid consecutive days when travel is required, outside of the province or country to attend a funeral of an employee's spouse, same sex partner, parents, siblings, children, grandparents and grandchildren.**
- (d) **In the event of the death of anyone who is considered a friend or close relative, an employee shall be entitled to one (1) day of unpaid time off. Such requests will not be unreasonably denied.**
- (e) **Compensable hours under the terms of this Section will be counted as hours worked for the purpose of qualifying for vacations and for recognized paid holidays, but will not be counted as hours worked for the purpose of computing overtime.**

15.4 Unpaid Leaves

Employees meeting the criteria for such leaves will be granted an unpaid leave of absence in accordance with the provisions of Part 6 of the Employment Standards Act. These presently include for Maternity Leave, Parental Leave, Family Responsibility Leave, Compassionate Care Leave, Critical Illness or Injury Leave, Covid-19 Related Leave, Reservists Leave, Leave Respecting Disappearance of a Child, or Leave Respecting the Death of a Child.

Should the Employment Standards Act be amended, the above provisions will comply with such amendments.

15.5 Jury Duty

Jury duty leave shall be in accordance with Part 6 of the Employment Standards Act.

15.6 Special Leave

With one (1) months' written notice and subject to operational requirements, all **employees** with two (2) or more years of seniority will be eligible for special leave without pay for personal reasons once every two (2) years, for up to two (2) months without pay for personal reasons.

15.7 Domestic Violence and the Workplace

Domestic violence is any form of violence between intimate partners. The violence can be physical, sexual, emotional, or psychological abuse, including financial control, stalking and harassment. It occurs between mixed or same sex intimate partners, who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts that form a pattern of abuse.

The Employer and the Union recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

- 1. The Parties agree to the joint development of a work plan to deal with issues related to communication, education and training of Stewards and Supervisory personnel.**
- 2. The Parties agree to the joint development of a pamphlet and other communication materials related to resources and supports regarding domestic violence to be distributed to employees.**
- 3. The Parties agree to joint Labour/Management training and to incorporate into existing training programs for management staff information related to domestic violence to increase awareness, how it may impact the workplace and the resources available to deal with this issue.**
- 4. The Employer agrees to grant an employee up to five (5) days of paid leave and an additional five (5) days of unpaid leave per calendar year to deal with issues related to domestic violence. Notwithstanding the above, the Employer also agrees that requests for unpaid leaves of absence submitted by employees in order to deal with issues related to domestic violence shall not be unreasonably denied.**
- 5. Further to the above, the Employer agrees that requests for sick leave, vacation, lieu time and any other paid leaves of absence submitted by employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied.**

6. It is further agreed that privacy and confidentiality should be maintained and the Union and/or Employer should not disclose more personal information than is reasonably necessary to protect workers from injury. This means sharing only reasonably necessary information and only with those who need to know. All personal information concerning domestic violence should be kept confidential and no information should be kept on the employee's personnel file without their express written permission.
7. Any paid leave under this article will be in accordance with the Employment Standards Act of British Columbia Part 6, Section 52.5.

ARTICLE 16 – OCCUPATIONAL HEALTH AND SAFETY

16.1 Responsibilities

- (a) The Company and the Union agree that it is in the interest of all concerned to maintain high standards of Health, Safety and Environment in order to prevent occupational injury and disease.
- (b) A Joint Health & Safety Committee for the workplace shall be established in accordance with the following:
 - (i) it must have at least four (4) members;
 - (ii) at least half the members must be worker representatives
 - (iii) The Union shall elect employees as representatives to the Joint Health & Safety Committee;
 - (iv) There shall be two (2) Co-Chairs, one selected by the worker representative and the other selected by the employer representative.
- (c) The Joint Health & Safety Committee shall meet at least once every month or as may be required. The Co-Chairperson, with mutual agreement, is empowered to call extra meetings at any time.
- (d) The Company will pay straight time rates, to employee members for the actual time spent in JHSC meetings outside working hours.
- (e) Where JHSC meetings are held during working hours, with the consent of the Company, the employees' time will not be deducted for attending such meetings, inspections or incident investigations.

16.2 Investigations

The co-chairs or a member of the Joint Health & Safety Committee or their designate shall accompany a WorkSafe B.C. Inspector during the workplace visits.

In the case of a fatality arising from an incident or condition at work, the Local Union shall be notified and shall be permitted to have two of its representatives participate with the Joint Health & Safety Committee in the workplace to conduct a full investigation into the fatality or injury. The two representatives can either be from the Local Union, District 3 office or a combination of both.

In the case of a serious injury or incident where WorkSafe B.C. is involved, the Local Union will be notified and permitted to have its representatives participate in any investigation.

Cessation of Work

Any one or all employees working in the immediate proximity when a fatal accident has occurred may, without discrimination, refrain from working the balance of the shift.

16.3 Refusal of Unsafe Work

- (a) A person must not carry out or cause to be carried out any work process or operate or cause to be operated 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.**
- (b) A worker who refuses to carry out a work process or operate a tool, appliance or equipment pursuant to subsection (a) must immediately report the circumstances of the unsafe condition to his or their supervisor or employer.**
- (c) A management team member or employer receiving a report made under subsection (b) must immediately investigate the matter and;**
 - (i) ensure that any unsafe condition is remedied without delay, or**
 - (ii) if in their opinion the report is not valid, must so inform the person who made the report.**
- (d) If the procedure under subsection (c) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the management team member or employer must investigate the matter in the presence of the worker who made the report and in the presence of:**
 - (i) a worker member of the joint committee.**
 - (ii) a worker who is selected by a trade union representing the worker, or**

- (iii) **if there is no joint committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.**
- (e) **If the investigation under subsection (d) does not resolve the matter and the worker continues to refuse to carry out the work process or operate the tool, appliance or equipment, the management team member, or the employer, and the worker must immediately notify an officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.**
- (f) **During the course of a work refusal any employee who is assigned to the work shall be advised of the refusal and the reasons for the refusal.**

16.4 Workplace Bullying and Harassment Program

- (a) **The employer shall, in consultation with the Joint Health & Safety Committee develop and maintain a written program to implement the policy with respect to workplace harassment.**
- (b) **To protect a worker from workplace harassment, the employer shall ensure that,**
 - (i) **An investigation is conducted into incidents and complaints of workplace harassment that is appropriate in the circumstances and must involve a union representative;**
 - (ii) **The worker who has allegedly experienced workplace harassment and the alleged harasser, if they are a worker of the employer, are informed in writing of the results of the investigation and of any corrective action that has been taken or that will be taken as a result of the investigation;**
 - (iii) **The program developed under section (a) is reviewed as often as necessary, but at least annually, to ensure that it adequately implements the policy with respect to workplace harassment.**

The employer shall provide a worker with information and instruction that is appropriate for the worker on the contents of the policy and program with respect to workplace harassment.

16.5 Modified Work Program

The Company and the Union recognize their shared responsibilities towards employees with disabilities including under the applicable legislation. The Employer shall notify the Union whenever there is a request for accommodation.

The Company and the Union are committed to support the return to work of employees with a disability and to ensure that they are treated with respect and dignity at all times.

16.6 Safety Footwear Allowance

The employer will provide safety shoes to all employees through a third-party supplier. It is mandatory for all employees to participate in this program, any exceptions will require an exemption pre-approved by management and will be reimbursed with submission of a receipt for their purchase. Due to food safety requirements, such footwear is to remain on Company property.

16.7 First Aid

Occupational First Aid Qualification is a Level 2

A qualified employee who is designated as the first aid attendant for their shift shall be paid a premium of one dollar (\$1.00) for **Occupational First Aid Qualification Level 1** and two dollars (\$2.00) for **Occupational First Aid Level 2** per hour worked. All future openings for first aid attendants will be posted.

For designated first aid attendants, the Employer will pay course fees and required course materials provided the employee successfully completes the course.

ARTICLE 17 - CONTRACTORS AND SUBCONTRACTORS

Except in an emergency situation, no employee capable of performing the work available will be laid off as a result of contracting or subcontracting out of work.

ARTICLE 18 - PERSONAL CLOTHING

Where articles of personal clothing are required by the Workers' Compensation Board or through Health Canada guidelines adopted for the plant, the Employer shall supply and maintain all required **Personal Protective Equipment (PPE)**.

ARTICLE 19 - PERMANENT OR PARTIAL CLOSURE

"Plant closure" means the permanent or partial closure (meaning the elimination of a production line) by the Company of the operation covered by the Union's certificate of bargaining authority.

The parties agree that employees affected by a permanent closure shall be given sixty (60) days' notice of closure.

ARTICLE 20 - SEVERANCE PAY

Employees laid-off as a result of the installation of new, advanced mechanical equipment, or a full or partial reduction in operations shall choose to either accept:

- (a) Severance pay in which case they shall extinguish the right of recall; or

- (b) Retain the right of recall according to the provisions of this Agreement.

Severance pay shall be (1) week for each year of service with the Company to a maximum of fifteen (15) weeks' pay.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.1 Definition

"Grievance" means any difference or dispute concerning the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether a matter is arbitrable.

21.2 Grievance Procedure

The following grievance procedure shall apply:

Step 1

Within five (5) working days of the alleged violation, the employee shall attempt to resolve the grievance through discussions with their immediate manager or designate.

Step 2

If the question is not satisfactorily resolved in Step 1, the same individual along with a representative from the Plant Committee may, within five (5) working days of Step 1, present the grievance to the Production Manager or designate.

Step 3

If the matter is not resolved, within ten (10) working days of Step 2, the Union may present the grievance in writing to the **Director, People and Culture** clearly setting forth nature of the alleged violation, including the Article(s) involved and the remedy sought. The parties shall meet in order to resolve the grievance. The Company shall provide the employee with a written reply within ten (10) working days following the meeting.

Step 4

If the grievance remains unresolved after the conclusion of Step 3, either party may, within fifteen (15) working days refer it to arbitration. Notification shall be in writing including the question or questions to be answered.

21.3 Just and Reasonable Cause

In accordance with S84 of the Labour Code, the Employer must have just and reasonable cause for the discipline or dismissal of an employee.

21.4 Mediation Procedure

- (a) If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of this Agreement, a single arbitrator agreed to be the parties shall at the request of either party:
- (i) investigate the difference,
 - (ii) define the issue in the difference, and
 - (iii) make written recommendations to resolve the difference.

Within thirty (30) days of the date of receipt of the request, and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

- (b) If either party is not satisfied with the recommendations delivered in accordance with Article 21.4 (a) above, it may, within five (5) working days of receipt of those recommendations, present the grievance at the next step of the grievance procedure. Failure to do so shall result in a deemed settlement of the grievance in accordance with such recommendations.
- (c) If the grievance is not resolved, recommendations from 21.4 (b) above will not be admissible as evidence in any further adjudication of the grievance.

21.5 Policy Grievance

The Union or the Employer shall have the right to initiate a policy grievance at Step 3.

21.6 Time Limits

Grievances which are not processed from one step to another within the time limits set out in this Article shall be deemed to be settled on the basis of the last written reply received by the grievor.

21.7 Settlements

All settlements arrived at during the grievance procedure shall be final and binding upon the Employer, the Union and the employee(s) concerned.

ARTICLE 22 - ARBITRATION

22.1 Choice of Arbitrator

The Parties shall jointly appoint a single arbitrator to hear and determine the matter in dispute. If within 30 calendar days, the parties are unable to agree, either party may apply for the appointment of an arbitrator.

22.2 Binding Decision

The arbitrator shall hear and determine the grievance, and shall issue a decision which is final and binding on the parties and any person affected by it.

22.3 Jurisdiction of Arbitrator

The arbitrator shall interpret the Agreement but shall not have jurisdiction to add to, delete from, change, modify or make any decision contrary to any provisions of this Agreement.

22.4 Cost of Arbitrator

The Union and the Employer shall bear equally the fees and expenses of the single arbitrator. Each party shall bear the expenses of its representatives, participants, and witnesses and of the preparation and presentation of its own case.

ARTICLE 23 - STRIKES AND LOCKOUTS

23.1 There shall be no strikes or lockouts by the Parties to this Agreement with respect to any matter arising out of the Agreement for which arbitration is provided under the terms of the Agreement.

23.2 The Parties to this Agreement expressly agree that there will be no activity within the meaning of 23.1 above threatened, declared, authorized, counselled, aided or brought about on its part.

23.3 In the event of a strike during the term of this Agreement the Union will instruct its members and Officers who may be involved to cease such activity and comply with the terms of this Agreement.

ARTICLE 24 - GENERAL

24.1 Medical Examination

For repetitive absences due to illness or injury, employees be required, at their own expense, to provide a medical certificate verifying that the employee is unable to carry out their normal duties. The Employer may, for legitimate reasons, require an employee to take a medical examination, **by and Independent qualified medical assessor who is familiar with the Chewters' job demand requirements**, so long as the Employer pays the fees for that examination.

24.2 Savings Clause

If any provision of this Agreement is rendered invalid by statute or by decision of a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

24.3 Education Fund

Effective date of ratification the Employer will pay \$0.10 per employee per hour worked to the Union's Education Fund.

24.4 RRSP

\$700.00 per year matching payment no later than February 28 for employees with 1000 or more hours of service in the fifteen (15) months between October 1, and January 1, of the year following the next year. To be eligible, the employee must have worked 1000 hours in the last fifteen (15) months.

Effective date of ratification increase to **\$750.00 for the 2022 tax year.**

Increase to \$800.00 for the 2023 tax year.

Increase to \$850.00 for the 2024 tax year.

Increase to \$900.00 for the 2025 tax year.

24.5 New Maintenance Training

Fees and materials associated with courses required by the Company will be reimbursed provided there is successful completion and receipts are provided.

24.6 Split Shifts

The Company can offer employees with split shift when necessary, but when doing so any employees wishing to work the split shifts will be doing so only on a volunteer basis and cannot be forced to work the split shift.


ARTICLE 25 - DURATION OF AGREEMENT

25.1 The Parties hereto mutually agree that this Agreement shall be effective from and after the **1st day of May, 2022, to midnight the 30th day of April, 2026**, and thereafter from year to year unless written notice of contrary intention is given by either Party to the other Party within four (4) months immediately preceding the date of expiry. The notice required hereunder shall be validly and sufficiently served within four (4) months immediately preceding the **1st day of May, 2026**. If no agreement is reached at the expiration of this Contract and negotiations are continued, the Agreement shall remain in force up to the time an agreement is reached or until negotiations are discontinued, by either Party.

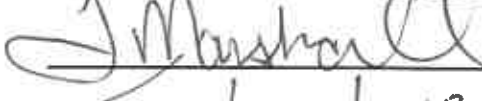
25.2 The Parties hereto agree that the operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia, R.S.B.C. 1992, c.82, is excluded from this Agreement.

Signed this 6th day of March 2023.

**ON BEHALF OF THE COMPANY
CHEWTERS CHOCOLATES (1992) INC.**



**ON BEHALF OF THE UNION
UNITED STEELWORKERS, LOCAL 2009**


Subject 12. B202

APPENDIX A - WAGES

Position	Current CBA Rate	Emp Y1 rate with Market Adjustment	Y2 3%	Y3 3%	Y4 3%
GPW	18.55	19.55	20.14	20.74	21.37
Sanitation Base	20.20	20.71	21.33	21.97	22.62
Sanitation Level 1	20.20	21.71	22.36	23.03	23.72
Sanitation Level 2	20.20	22.71	23.39	24.09	24.81
Sanitation Level 3	20.20	23.71	24.42	25.15	25.90
Sanitation Level 4	20.20	24.71	25.45	26.21	27.00
Loader Base	21.20	22.23	22.90	23.58	24.29
Loader Level 1	21.20	23.23	23.93	24.64	25.38
Loader Level 2	21.20	24.23	24.96	25.71	26.48
Loader Level 3	21.20	25.23	25.99	26.77	27.57
Loader Level 4	21.20	26.23	27.02	27.83	28.66
Shipper Base	20.55	22.06	22.73	23.41	24.11
Shipper Level 1	20.55	23.06	23.76	24.47	25.20
Shipper Level 2	20.55	24.06	24.79	25.53	26.30
Shipper Level 3	20.55	25.06	25.82	26.59	27.39
Shipper Level 4	25.48	26.56	27.36	28.18	29.02
Machine Op Base	21.95	23.50	24.20	24.93	25.68
Machine Op Level 1	22.98	24.50	25.23	25.99	26.77
Machine Op Level 2	24.01	25.50	26.26	27.05	27.86
Machine Op Level 3	25.04	26.50	27.29	28.11	28.96
Machine Op Level 4	26.07	27.50	28.32	29.17	30.05
Chargehand Base	30.35	30.00	30.90	31.83	32.78
Chargehand/ Apprentice Level 1	30.35	32.00	32.96	33.95	34.97
Chargehand/ Apprentice Level 2	30.35	34.00	35.02	36.07	37.15
Apprentice Level 3	30.35	36.00	37.08	38.19	39.34
Apprentice Level 4	30.35	38.00	39.14	40.31	41.52
Maintenance Tech Base	38.28	40.24	41.44	42.69	43.97
Maintenance Tech Level 1	38.28	41.24	42.47	43.75	45.06
Maintenance Tech Level 2	38.28	42.24	43.50	44.81	46.15
Maintenance Tech Level 3	38.28	43.24	44.53	45.87	47.25
Maintenance Tech Level 4	38.28	44.24	45.56	46.93	48.34

ALL WAGES ARE TO BE MADE RETROACTIVE TO THE EXPIRY OF THE COLLECTIVE AGREEMENT (MAY 1, 2022). ALL OTHER PROPOSALS ARE TO BE IMPLEMENTED ON THE DATE OF RATIFICATION UNLESS OTHERWISE SPECIFIED IN THE MEMORANDUM OF AGREEMENT. ITEMS NOT AMENDED BY THIS MEMORANDUM OF AGREEMENT SHALL REMAIN AS PER THE COLLECTIVE AGREEMENT CURRENTLY IN FORCE AND EFFECT BETWEEN THE PARTIES.

Notes

- 1. For a production employee hired after the date of signing of this Collective Agreement, the wage rate will be \$0.50 less than those shown until such time the employee attains regular status according to the provisions of Article 4.**
- 2. The Employer reserves the right to slot new maintenance hires at the appropriate level depending on work experience and education.**

CHECK-OFF AUTHORIZATION FOR UNITED STEELWORKERS

The Company shall require all new employees at the time of hiring to execute the assignment of wages in duplicate, 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.

Company _____

Address _____ Date _____

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 Steel Workers.

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

Name _____ Signature _____
(please print)

Address _____ Postal Code _____

Check No. _____ Local Union No. _____ Department _____

Witness _____
(ORIGINAL)

PLEASE USE TYPEWRITER OR PRINT PLAINLY

Name _____

Address _____

**UNITED STEEL WORKERS
AFL – CIO – CLC**

Local Union No. _____

I hereby request and accept membership in the United Steel Workers, and of my free will hereby authorize the United Steel Workers, 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 Steel Workers as a condition on my employment.

Date _____ Signature _____

Employed By: _____ Department _____

Address _____ Postal Code _____

Social Insurance No. _____ Initiation Fee \$ _____ Paid

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

The 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 plant committee.

The Company shall remit the dues deducted pursuant to such assignment (until and unless said assignment is revoked by the employee) to the Union named herein 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.

**LETTER OF UNDERSTANDING #1
CHEWTERS CHOCOLATES (1992) INC. AND USW LOCAL 2009**

ALTERNATE SHIFTS

The following are the general principles for the establishment, implementation or discontinuance of alternate shift schedules.

All alternate shifts will be staffed with qualified volunteers, should there not be enough qualified volunteers the shift will be assigned by reverse seniority.

1. FLEXIBILITY OF HOURS OF WORK

The parties recognize the need for flexibility of hours other than those outlined in Article 6 – Hours of Work, for the express purpose of supporting business growth through better utilization of manpower and equipment.

2. SHIFT SCHEDULING

(a) Any shift schedule that falls outside the regular hours of work set out in Article 6 is, by definition, an alternate shift schedule.

(b) The Employer may implement alternate shift schedules without overtime penalty, provided the principle of the forty (40) hour week is maintained over an averaging period and:

(i) Except by agreement with the Union and subject to, maximum scheduled daily hours of work will be 12.5 hours;

3. IMPLEMENTATION

(a) Any implementation of an alternative shift must be done with bona fide business rationale. The Employer will provide the business rationale demonstrating the need for an alternative shift, complete with the nature and details of the proposed alternative shift.

(b) The business rationale will be reviewed by the Union. The Company will provide information to the Union respecting how the shift schedule provided in Article 6 is not meeting the Company's business purposes.

(c) The Employer agrees to work cooperatively with the Union and will ensure that all relevant information is provided. The Union and will have the opportunity to review the business rationale and within a two (2) week period propose alternatives.

(d) If the Union's alternative proposal is not accepted, the Employer will detail the reason(s) why, and may implement the alternative shift proposed by the Employer upon 72 hours' notice, or sooner in cases of other circumstances not in the control of the Employer.

(e) If the Employer accepts the alternative proposal, there will be a three (3) month trial period to evaluate that alternative.

(f) If at any time of the Union's trial alternative the Employer finds that the business rationale is not being achieved, the Employer may implement the alternate shift schedule as proposed by the Employer upon 72 hours' notice.

- (g) Any dispute arising from this implementation process that the Employer and the Union are not able to resolve may be referred to an independent advisor chosen by the parties, in accordance with Article 21 – Grievance Procedure.

4. GENERAL PRINCIPLES

When an alternate shift schedule is in effect, hourly-based benefits under the Collective Agreement will be administered on the basis of hours paid.

- (a) The Employer agrees that alternate shift schedules will not be introduced where the intention is to increase the use of casual employees in place of regular employees.
- (b) The principle of the forty (40) hour week is to be maintained over an averaging period. The averaging period will be the period of one shift cycle for any alternate shift schedule implemented in accordance with the LOU considering all the relevant circumstances. Prior to the introduction of the alternative shift the shortest possible averaging period will be determined.
- (c) Overtime will not be scheduled as part of an alternate shift schedule. When alternate shift schedules are in place, the overtime provisions in Article 6, will apply, except as referenced in (g) below.
- (d) All existing alternate shift agreements shall not be superseded by Article 6, except by agreement between the Employer and the Union.
- (e) Earned vacations will be scheduled on the same basis as days and hours worked under the alternate shift schedule.
- (f) Employees who are scheduled to work an alternate shift schedule of less than 40 hours per week over an averaging period will nevertheless be paid 40 hours' pay. When an alternate shift schedule is used, each individual shift must be at least eight (8) hours long. Refer to Section- Compressed Work Week.
- (g) An employee's rest days may vary from week to week under an alternate shift schedule. Employees shall not be paid premium pay for changes in their rest days in these circumstances.
- (h) An employee whose rest days are changed by the Company under an established alternate shift schedule, shall receive rate and one-half for work performed on their rest days unless a change in rest day results from the application of seniority or has been agreed to between the employee and the Employer.
- (i) There shall be no premium pay paid to any employee whose rest days are changed because of the implementation or discontinuance of an alternate shift schedule.
- (j) Where the Employer does not provide to the employee seventy-two (72) hours' notice of a change to an employee's work schedule, the employee will be paid at rate and one-half for their first shift on the new schedule. The Company will not change an employee's work schedule to avoid a statutory holiday.

- (k) For ten (10) hour shifts, rest periods will be two (2) ten (10) minute paid breaks plus a twenty-five (25) minute paid meal break.
- (l) For twelve (12.5) hour shifts, rest periods will be two (2) fifteen (15) minute paid breaks plus a one-half (1/2) hour paid meal break. On a continuous twelve (12.5) hour shift schedule, the meal break will be paid at straight time rates. "Continuous twelve (12.5) hour shift schedule" means that there are two 12.5 hour shifts in a 12.5-hour period.
- (m) **Statutory Holidays**
 - (i) **Immoveable Statutory Holidays (Christmas Day, Boxing Day and New Year's Day)** are "immoveable" statutory holidays. The Company will not, except in cases of operational emergency, compel employees to work "immoveable" statutory holidays.
 - (ii) **Moveable Statutory Holidays:** the Employer, with the exception of the immoveable statutory holidays, shall have the right after consulting with the Union to require an employee to observe a Statutory Holiday on a day that is not the day on which the Statutory Holiday is normally observed. In all events, an employee will be entitled to a compensating day off, which shall be scheduled by mutual agreement within a 90-day period. In the event the company and the union are unable to agree on the scheduling of a substitute holiday within the 90-day period, the parties may agree to schedule it outside the 90-day period.
 - (iii) Where a moveable statutory holiday falls on an employee's rest day, the holiday is to be rescheduled on a workday to occur within a 90-day period by mutual agreement.

Where an immoveable statutory holiday falls on an employee's rest day, the holiday is to be rescheduled to a workday in the work week prior to or immediately following the immoveable statutory holiday.
 - (iv) **Identification of Moveable Statutory Holidays:** Where an alternate shift equally bridges a holiday and a non-holiday (such as a shift from 1800h to 0600h), absent agreement between the Employer and the Union, the Employer determines which shift is to be observed as the Statutory Holiday.
- (n) **Statutory and Floating Holidays** will be paid as per the employee's regular schedule.
- (o) **Bereavement Leave and Jury Duty** shall be paid consistent with Articles 15.3 and 15.5. These days will be paid at the regular daily wage consistent with the work schedule.
- (p) The Employer will provide notice of two weeks of discontinuance of any alternate shift implemented, except where a change in shift schedule is due to other circumstances not in the control of the Employer. This discontinuance will not result in any overtime payments provided the full averaging period has been completed.

Compressed Work Week (CWW)

Notwithstanding the affected terms of the Collective Agreement, a Compressed Work Week in this Agreement falls within the Alternate Shift Schedule. Where there is a reference to 37.5 hours, or 75 hours, in the case of employees subject to a Compressed Work Week, it is understood that this will be read as 40 hours, or 80 hours respectively. The basic hours of work per day will be varied to permit a CWW arrangement up to a maximum of 12.5 hours.

For example, the basic hours may consist of:

- 3 shifts of up to no more than 12.5 hours in a week, or
- Other combinations which equal 75 regular hours over a 2-week period and not exceed 12.5 regular hours per day

The applicable terms and conditions of a CWW arrangement will be confirmed in a letter to the participating employees, and will include:


- (a) The employees who are covered by the CWW arrangement
- (b) The particular CWW scheduling option that has been agreed to
- (c) The duration of the CWW agreement, and
- (d) The minimum period of participation in the CWW agreement.

SHIFT DISPUTE


- (a) The Parties agree that if the objectives sought in alternative scheduling are misunderstood, the Grievance Procedure will apply
- (b) Nothing in this section is intended to prevent or delay the implementation of an alternate shift schedule by the Employer

Signed this 6th day of March 2023.

**ON BEHALF OF THE COMPANY
CHEWTERS CHOCOLATES (1992) INC.**



**ON BEHALF OF THE UNION
UNITED STEELWORKERS, LOCAL 2009**



**LETTER OF UNDERSTANDING #2
CHEWTERS CHOCOLATES (1992) INC. AND USW LOCAL 2009**

It is the intent of the parties to cooperate fully in the training and development of those classified as skilled workers (Sanitation, Loaders, Shippers, Machine Operators, Chargehands and Maintenance Technicians. The Employer is committed to providing the necessary training that will enable skilled workers to achieve and maintain the required level of competency as determined by the Company. It is understood and agreed this will take a considerable amount of time to complete the training for all employees.

1. The intent is to ensure that each skilled worker meets or exceeds all Company standards of competency and safety in the operation of the equipment and processes within their functional area.
2. There will be a series of comprehensive training modules that have been developed. Training plans and schedules may be modified from time to time. The union will be consulted of any revisions and updates to modules.
3. Each skilled worker's level of competency will be determined through objective evaluation processes and criteria that will be reviewed with the involvement of the employee as appropriate.
4. A training plan will be developed for each skilled worker based on operational needs. Included will be the required standards for completing each section or module.
5. The plan will be both practical and flexible. It is understood the training of each skilled worker must also be balanced with competing and immediate operational priorities and changes.
6. It is understood that should a trainee be unable to meet a required standard, they will be retrained in the area of difficulty. If they are unable to meet the required standards after two subsequent retraining modules, they will remain at their current level.
7. All training shall be done annually based on seniority unless unforeseen circumstances arise. The reasons for the delay shall be explained to the employee and the union. The parties at that time will confirm an estimated deferral date where the training shall be completed for the senior employee affected. However, at no time shall the senior employee be laid off if the training did not occur.
8. There is a commitment to establish meetings as needed between management and the Union to review and discuss the progress of training.


The structure of the PKS Training will be:

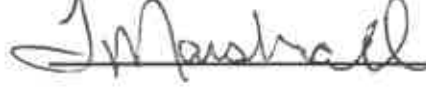
- **Be offered based on seniority, and offered once per year, to every employee within the skilled labour role.**
- **Level Increase will be awarded based on the successful completion of the Pay for Knowledge & Skill training and the completion of 2,080 hours worked at current level**
- **Successful completion is required to move up 1 PKS level**
- - **Completion of training material**
 - **40 hours of shadow training with certified trainer**
 - **200 hours – capability operational assessment**
 - **Pass written test**
 - **1 year (2,080 hours)– competency operation on the machine**
 - **Pass hands-on competency test**

Signed this 6th day of March 2023.

**ON BEHALF OF THE COMPANY
CHEWTERS CHOCOLATES (1992) INC.**

**ON BEHALF OF THE UNION
UNITED STEELWORKERS, LOCAL 2009**





**LETTER OF UNDERSTANDING #3
CHEWTERS CHOCOLATES (1992) INC. AND USW LOCAL 2009**

Re: Missed Shifts


1. Where a regular employee's shift is shortened by the Employer due to a shift cancellation from that scheduled, provided the work is available (due to an absence of another employee) and the employee is fully capable of performing that work, where practicable, the Employer will endeavour to schedule that employee in order of seniority within the same work week in order to make up some or all of the time. Such time will be worked at straight time rate.

2. Where a regular employee's entire shift is missed due to the employer's error the employee will be made whole without requirement to make up the time.


3. Where a regular employee's entire shift is missed through no fault of the employer and the employee wishes to make up the time and the employee is fully capable of performing that work, where practicable, the Employer will endeavor to schedule that employee in order of seniority within the same work week in order to make up the time. Such time will be worked at straight time rate.

Signed this 6th day of March 2023.

**ON BEHALF OF THE COMPANY
CHEWTERS CHOCOLATES (1992) INC.**



**ON BEHALF OF THE UNION
UNITED STEELWORKERS LOCAL 2009**



**LETTER OF UNDERSTANDING #4
CHEWTERS CHOCOLATES (1992) INC. AND USW LOCAL 2009**

LOU Re: Shift Preference, Trading Shifts and Short Term Staffing Changes

Weekly Schedule

A weekly production employee shift schedule will be posted before 3:00 pm on the by Friday of the preceding week. Due to the nature of the business, suppliers, customers and equipment reliability, this schedule is subject to change.

Shift Preferences

1. Employees will be allowed to apply for a change of shift at the beginning of every third calendar month commencing on January 1.
2. Before 4:00 pm on the Friday two weeks before the first full week of the month in which requests for shift changes will be considered, an employee who wishes to change his/her shift must apply in writing using the Action Form specifying what shift they prefer.
3. Applications are to be given directly to the Production Manager
4. Approval of application for a shift change will be subject to operational requirements.
5. Where two or more employees apply but not all are accepted, the most senior applicant who possesses the skills and ability to do the work will be chosen.
6. Notice of approval of a shift change will be provided in writing no later than the Wednesday prior to the week in which the change would occur.
7. Once approved, further requests for change of shift will not be permitted during the three month period unless:
 - a. The reasons for the change are acceptable to the Employer and;
 - b. The duration of the change of shift is until the end of the three month period as described in paragraph 1 of this section.

The provisions of paragraph 4 apply.

“Trading of Shifts”

An employee who wishes to “trade” their shift must:

1. Provide the Employer with 24 hours' notice.
2. Identify an individual who is capable of performing their duties and who is willing to trade the shift.
3. Complete an Action Form showing the date and shift (if the two employees are unable to complete the same form each may complete a separate form)

4. The Action Form(s) is to be signed by both employees and be given directly to the Production Manager or their designate, for approval.

Signed this 6th day of March 2023.

ON BEHALF OF THE COMPANY
CHEWTERS CHOCOLATES (1992) INC.



ON BEHALF OF THE UNION
UNITED STEELWORKERS, LOCAL 2009



**LETTER OF UNDERSTANDING #5
CHEWTERS CHOCOLATES (1992) AND USW LOCAL 2009**

Re: Article 6.15

Effective date of ratification of this agreement the names of those employees who are red circled are shown on the following table. Hereinafter, no other employees will be added to this list. Should any of these employees take a Charge Hand, Supervisory or any specialist posting, then he or she shall forfeit the right to the Red Circled Rate. **Revised List.**

Employee Number	Name of the Employee	Date Hired
1004	Gill, Grupal	13-Sep-93
1008	Bains, Kamaljit	09-Sep-94
1010	Brar, Sarbjeet	10-Sep-94
1012	Shergill, Sandeep	06-Apr-95
1013	Dhillon, Gurbux	10-Apr-95
1016	Atwal, Narinder	04-Sep-95
1017	Jagpal, Kulwant	04-Sep-95
1019	Sahota, Baldesh	18-Sep-95
1020	Hara, Paramjit	25-Sep-95
1022	Sangha, Ravinder	05-Oct-95
1025	Kalsi, Surinder	01-Sep-99
1027	Atwal, Nirmal	01-Sep-99
1030	Khangura, Kuldip	03-Sep-99
1032	Sandhu, Karamjit	18-Jul-00

Signed this _____ day of _____ 2023.

**ON BEHALF OF THE COMPANY
CHEWTERS CHOCOLATES (1992) INC.**

**ON BEHALF OF THE UNION
UNITED STEELWORKERS, LOCAL 2009**

**LETTER OF UNDERSTANDING #5
CHEWTERS CHOCOLATES (1992) AND USW LOCAL 2009**

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Employee Number	Name of the Employee	Date Hired
1002	Sihota, Balbir	10-Sep-93
1003	Jagpal, Sukhjinder	13-Sep-93
1004	Gill, Grupal	13-Sep-93
1008	Bains, Kamaljit	09-Sep-94
1009	Punni, Surjeet	10-Sep-94
1010	Brar, Sarbieet	10-Sep-94
1012	Shergill, Sandeep	06-Apr-95
1013	Dhillon, Gurbux	10-Apr-95
1014	Dhaliwal, Parminder	11-Apr-95
1016	Atwal, Narinder	04-Sep-95
1017	Jagpal, Kulwant	04-Sep-95
1019	Sahota, Baldesh	18-Sep-95
1020	Hara, Paramjit	25-Sep-95
1022	Sangha, Ravinder	05-Oct-95
1024	Grewal, Baldev	17-Jul-96
1025	Kalsi, Surinder	01-Sep-99
1026	Gill, Surinder	01-Sep-99
1027	Atwal, Nirmal	01-Sep-99
1028	Chahal, Gurminder	03-Sep-99
1030	Khangura, Kuldip	03-Sep-99
1032	Sandhu, Karamjit	18-Jul-00

Signed this 6th day of March 2023.

**ON BEHALF OF THE COMPANY
CHEWTERS CHOCOLATES (1992) INC.**

**ON BEHALF OF THE UNION
UNITED STEELWORKERS, LOCAL 2009**

