

**COLLECTIVE AGREEMENT**

BETWEEN

**CENTENNIAL FOODSERVICE**  
Richmond, BC

AND



**UNITED FOOD AND COMMERCIAL WORKERS UNION,  
LOCAL NO. 247**

Chartered by the United Food and Commercial  
Workers International Union, AFL-CIO, CLC

**FIRST PRINTING**  
**Errors and Omissions Excepted**

**TERM OF AGREEMENT**  
**December 15, 2022 to December 13, 2025**

Dear Member:

This is your Union Collective Agreement. It represents the progress and efforts of many years of negotiations. Please read it and make sure you are receiving the benefits to which you are entitled.

Only by insisting on your rights, and refusing to let anyone abrogate them, can the Agreement be kept strong and meaningful. Any abuse of the Collective Agreement tends to undermine and weaken it.

Let's respect the Agreement; let's keep it strong and meaningful.

Make full use of your Shop Stewards.

DAN GOODMAN  
President

CHARLES PRATT  
Secretary-Treasurer

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# COLLECTIVE AGREEMENT

## **BETWEEN:**

### **CENTENNIAL FOODSERVICE**

(hereinafter referred to as the "Employer")

## **AND:**

### **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 247**

(hereinafter referred to as the "Union")

## **WHEREAS:**

The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement, and desire to provide methods of fair and amicable adjustment of disputes which may arise between them.

## **NOW THEREFORE:**

The Union and the Employer mutually agree as follows:

## **ARTICLE 1 – BARGAINING AGENCY AND UNIT**

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**1.01** The Employer recognizes the United Food & Commercial Workers Union Local 247 (UFCW 247) as

the exclusive bargaining agent for all employees in the bargaining unit, pursuant to the *BC Labour Relations Code*.

There will be a semi-annual audit of persons performing work for the Employer, so as to determine if their work meets the definition of “Employee” under the *Code*.

Through the above process, if it is determined that a person was hired by the Employer to perform bargaining unit work but was not properly classified as an employee in the bargaining unit, the employee will be immediately included in the bargaining unit, and the Employer will pay to the Union any union dues and initiation fees on the employee’s behalf retroactive to their date of hire, and any disciplinary actions or notes on file, if applicable, will be deemed null and void.

If through the audit, a person is determined not to be a bargaining unit member, then the Union will reimburse that non-bargaining unit employee for all dues and initiation fees deducted retroactive to their date of hire.

## **ARTICLE 2 – UNION SHOP**

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**2.01** All employees shall, as a condition of employment, become and maintain active membership in the Union, as provided in the Constitution and bylaws of the Local Union. It is agreed that the Employer will have employees complete a Union membership application



form within ten (10) days upon being employed and forward immediately to the Union office fully completed and signed.

**2.02** The employer agrees to provide each new employee at the time of employment, with material outlining to the employee, their responsibility in regard to Union Membership as supplied by the Union. The Union shall bear the expense of printing the material. The contents of the letter to be such that it is acceptable to the Employer.

**2.03** It is the responsibility of the employee to maintain active membership as outlined in the International Constitution and the Local Union bylaws.

**2.04** No employee shall be discharged, disciplined, or discriminated against for any lawful Union activity, or for serving on a Union committee or for reporting to the Union the violation of any provisions of this Agreement. Instances of alleged violation of the foregoing will be brought to the attention of the Employer, and a full investigation by the parties will follow. The above will be subject to the grievance procedure.

**2.05** The right to hire employees is vested in the Employer.

The Employer agrees that only employees included in the bargaining unit shall perform any of the work coming within the jurisdiction of this Agreement, except in an emergency, for the purpose of instruction,

and/or experimentation. It is understood that an emergency is defined as fire, flood, breakdown of machinery, breakdown of suppliers' trucks, other instances of *force majeure*, or the absence of staff due to sickness or accident. Nothing in this provision shall be used to circumvent the offering of additional work to bargaining unit members, such as call-ins, shift extensions, or overtime.

## **2.06 Union Orientation Meetings**

The Union may elect to provide employees with periodic "Union Orientation Meetings" at the worksite and on Employer time so as to orientate new employees to their rights and obligations as union members. These meetings may be held on a Quarterly basis and shall not exceed thirty (30) minutes. The Union will coordinate with the Employer on the timing and location of these meetings within the worksite. The Union will provide the Employer with at least fourteen (14) days' notice of such meetings.

## **2.07 Shop Stewards**

Shop Stewards will be designated by the Union and recognized by the Employer. The Union will endeavor to ensure at least one (1) Shop Steward is in a position located at the plant.

It is recognized that Shop Stewards have a unique role in ensuring the operation of this Collective Agreement and that union members have the right to union representation.

A Shop Steward will have the ability, on Employer time, to investigate employee grievances, complaints, and represent union members in meetings with management. It is understood that Shop Stewards will first seek consent of the Employer prior to carrying out their duties on Employer time and that such consent will not be unreasonably denied.

## **ARTICLE 3 – DEDUCTION OF UNION DUES**

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**3.01** The Employer agrees to automatically deduct from the wages of each employee covered by this Agreement, initiation fees, Union dues and assessments as may be adopted and designated by the Union. In the event of a change, the Union will give the Employer at least three (3) weeks prior notice of the effective date change or deduction as the case may be.

Such Union dues deducted shall be indicated on the employee's T-4.

**3.02** The Employer shall remit no later than fifteen (15) days after the preceding accounting period:

- a) monies deducted from the wages of its employees for Union initiation, fees, dues, assessments and hours paid;
- b) a statement showing each employee's name, employee number and social insurance number, department from whom deductions were made, and the amount of the deduction(s);
- c) a statement showing the names, employee number, and social insurance number of the employees terminated and hired during the preceding accounting period;
- d) a statement showing the name, home mailing address including postal code, landline and/or mobile telephone numbers, email address, social insurance number of all bargaining unit employees.

Commencing with the first week of employment, Initiation Fees shall be deducted over the first two (2) pay periods.

## **ARTICLE 4 – HOURS OF WORK, OVERTIME, STATUTORY HOLIDAYS, JOB POSTINGS**

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**4.01** The Employer reserves the right to schedule hours of plant operation, employee hours of work, rest periods, lunch periods and overtime work, subject to the following provisions:

Daily hours of work shall be consecutive with the exception of the meal period. In the event that "Daily hours of work are not consecutive", the second section of the employee's shift shall be paid for at the rate of time and one-half with a minimum of four (4) hours' pay at such rate. Duration of meal period will be not less than thirty (30) minutes and not more than sixty (60) minutes.

Salespersons will not be permitted to work in the plant except in case of force majeure or for inventory, or for orientation purposes only to a maximum of four (4) weeks. Orientation will not have an impact on bargaining unit hours.

The procedure for inventory will be:

- a) Plant employees who have the ability to perform the job have first option to volunteer for the inventory shift (including truck drivers).
- b) The appropriate rates will be paid to all employees working the inventory shift.

## 4.02 Work Schedules

The Employer shall post a weekly work schedule in the plant for all employees, except casuals or students, not later than Friday noon of each week for the following week. If a new work schedule is not posted by Friday noon, then the schedule already posted shall apply for the following week.

An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery, breakdown of suppliers' trucks, or other instances of *force majeure*.

In all other cases the Employer will provide employees with one (1) week's notice of any change in shifts, except in the case of changing between the compressed work week and regular work week in which case, fourteen (14) days' notice shall be given.

In the event of an emergency, changes may be made with less than one (1) week's notice, but in such instance, the rate of double-time (2x) shall be paid to the employee for any hours worked outside of the originally scheduled shift(s). In the event that bargaining unit employees have mutually agreed to switch shifts, then double time (2x) shall not be applicable on account of that change.

When a new shift is created it shall first be offered to the employee on a seniority basis providing the

employee has the ability to perform the work. If there are not enough employees who volunteer for the required shift change, then it will be scheduled by reverse seniority.

#### **4.03 Time Clocks**

The Employer shall provide a time recording system and records to enable employees to record their time for payroll purposes.

All Employees shall be responsible to record their own time at the time they start and finish work. The records will remain the property of the Company and shall not be removed from their designated area.

Employees are required to be at their workstation promptly and should be prepared to work at their station within five (5) minutes of recording their start time. Employees should not leave their workstation earlier than five (5) minutes prior to the end of their shift. No Employee should record another Employee's time.

#### **4.04 Basic Work Weeks**

The basic work week shall be a period of five (5) consecutive days of work of eight (8) hours each and two (2) consecutive days off during the calendar week Sunday through Saturday. In a week in which one (1) statutory holiday occurs, the basic work week for full-time employees shall be reduced to thirty-two (32) hours, consisting of four (4) eight (8) hour days, and in

a week in which two (2) statutory holidays occur, the basic work week for full-time employees shall be reduced to twenty-four (24) hours, consisting of three (3) eight (8) hour days.

The Employer may direct any Employee to work a work week of four (4) consecutive days of work of ten (10) hours each and three (3) consecutive days off.

For Employees hired after Ratification 2020:

The basic work week shall be a period of five (5) days of work of eight (8) hours each and two (2) days off during the calendar week Sunday through Saturday. In a week in which one (1) statutory holiday occurs, the basic work week for full-time employees shall be reduced to thirty-two (32) hours, consisting of four (4) eight (8) hour days, and in a week in which two (2) statutory holidays occur, the basic work week for full-time employees shall be reduced to twenty-four (24) hours, consisting of three (3) eight (8) hour days. The Company will endeavour to provide two (2) consecutive days off where possible.

The Employer may direct any Employee to work a work week of four (4) days of work of ten (10) hours each and three (3) days off, two (2) of which will be consecutive.

Notwithstanding the above, in the event that a statutory holiday falls on the employee's regularly scheduled day off, then another day off with pay shall be given in lieu of the statutory holiday, either on the



regularly scheduled work day immediately preceding or following the statutory holiday. However, in the case of employees working four (4) ten (10) hour shifts who have had three (3) consecutive days off, in these cases the Employer may direct when the day in lieu is to be taken, but the Employer will pay for the day worked at time and one-half [notwithstanding the provisions of Section 4 (f)] and also provide the day in lieu for the statutory holiday.

For July 1<sup>st</sup> and November 11<sup>th</sup> statutory holidays that fall on a Thursday only, the statutory holiday may be scheduled on the following Friday, Sunday or Monday by mutual agreement provided the day in lieu of the statutory holiday is scheduled in conjunction with other scheduled days off.

#### **4.05 Overtime Pay**

All time worked in excess of the regular working day, or the Basic Work Weeks, as defined in sub-section (c) of this Section shall be paid for at the rate of time and one-half the employee's regular hourly rate of pay, for the first four (4) hours, and double time thereafter. All time worked on an employee's second regularly scheduled day off shall be paid for at twice (2x) the employee's regular rate of pay.

These employees who have a four (4) day, ten (10) hour shift shall be paid double time after twelve (12) hours of work and for all hours in excess of twelve (12) hours.

Employees working a shift of four ten hour days, who are given a day off in lieu of the statutory holiday, may work that day, at a rate of time and one half, rather than overtime rates outlined in Section 4 (f) paragraph 4. and 5. Any double time rates would follow under the terms of this agreement, as if the day were a regular work day.

When overtime becomes necessary, it shall first be offered to the employee on a seniority basis by classification, except when such overtime applies to the taking of inventory. If there are not enough employees who volunteer for the overtime required, then it will be scheduled by reverse seniority.

Compensating time can be given in lieu of overtime pay, by mutual agreement, at a mutually agreeable time between Employer and Employee, at the equivalent overtime rate. There will be a form used to request banking of overtime and unless this is done, it shall be paid. The Company will maintain a register of banked overtime.

To allow Employees to bank their overtime hours as per Section 4 (d), the following steps are required:

- 1) A written request to bank overtime must be filed after every shift and put in the shift change notice slot (located below the time clock), which will go to the Head Office Payroll department.

- 2) The Employee will be allowed to bank a maximum of (32) hours per six (6) month period.
- 3) If these hours are not used in the current six (6) month period, they will be paid out on the next pay period following June 1<sup>st</sup> or December 1<sup>st</sup>.
- 4) The Employee must make a written or digital request to use these banked hours to Department manager and approval must be obtained.
- 5) A written or digital request to use banked overtime hours must be submitted (1) week prior to requested date allow for processing by the payroll department.
- 6) Banked overtime cannot be used in conjunction with vacation time, unless mutually agreed upon.

All time off taken under this Article will be considered as time worked for all purposes of the Collective Agreement.

#### **4.06 Daily Guarantee**

Full-time Employees - Unless terminated for reasons not requiring notice or pay in lieu thereof, outlined in Section 13 of this Collective Agreement, employees working full-time shall receive pay for their full shift if sent home prior to completion of their full shift.

Part-time Employees - shall be paid their regular hourly rate for each hour worked except where employed for less than four (4) consecutive hours per day, in which event, they shall receive a minimum of four (4) hours' pay. An employee who is called for work, and upon reporting finds that their services are not required, shall receive two (2) hours' pay.

Employees can be requested to work in a different department if there is insufficient work to receive their full hours in a given day.

When working in a different department, employees shall maintain their current rate of pay or the applicable rate of pay, whichever is greater.

Under no circumstances will an employee be requested or required to work in a job for which they have not been adequately trained or qualified.

#### **4.07 Statutory Holidays**

The following days shall be considered statutory holidays:

New Year's Day	Labour Day
Family Day	National Truth & Reconciliation Day
Easter Monday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

and if any other public holiday is proclaimed by the Provincial Government of British Columbia.

Commencing with their fifth (5<sup>th</sup>) week of employment, employees shall receive the following statutory holiday pay:

Total hours worked in the four (4) weeks preceding the week in which the holiday(s) occurs:

80 but less than 128	- 6 hours' pay for each holiday
128 or more	- 8 hours' pay for each holiday

Employees working the compressed work week (4 x 10-hour shifts), shall be paid ten (10) hours' pay for each statutory holiday.

For purposes of determining statutory holiday pay entitlement for full-time employees, all paid time off and hours absent due to sickness or accident shall be counted as hours worked if the full-time employees would have been scheduled to work such hours they were absent.

All work performed on a statutory holiday shall be paid for at the rate of double the employee's regular rate of pay for all time worked, and where so entitled, the employee shall also receive pay for the statutory holiday. However, in the case of night shift employees who have received a full working shift off for the statutory holiday, they may be required to report to work on a statutory holiday and be paid at the regular

rate of pay provided the shift ends on the subsequent day which is not a statutory holiday, and they have received a full shift off for the statutory holiday.

#### **4.08 Shift Work Premium**

Shifts commencing between 10:00 a.m. and 3:00 p.m. shall receive a premium for all hours worked after 6:00 p.m.

Shifts commencing after 3:00 p.m. and before 4:00 a.m. shall receive a shift premium for all hours worked.

Shifts commencing between 4:00 a.m. and 5:00 a.m. shall receive a shift premium for hours worked between 4:00 a.m. and 5:00 a.m.

Shift premium shall be seventy-five cents (\$0.75) per half hour, on a straight-time basis, inclusive of any overtime worked.

There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed a ten (10) hour interval between shifts shall be paid at the rate of time and one-half for the time worked prior to the expiry of the ten (10) hour interval.

#### **4.09 Rest Periods**

Employees shall have two (2) fifteen (15) minute rest periods with pay or one (1) thirty (30) minute rest period with pay, and a thirty (30) minute unpaid meal

break in each work period in excess of six (6) hours. Any schedule changes regarding these breaks will be communicated two (2) weeks in advance by management.

Where applicable: one (1) fifteen (15) minute rest period to be granted before, and one (1) fifteen (15) after the meal period.

Where applicable a thirty (30) minute rest period and a thirty (30) minute unpaid meal break will be scheduled as evenly throughout the scheduled shift as possible.

Employees working a shift in excess of three (3) hours but not more than six (6) hours shall receive one (1) rest period, with pay, during such a shift.

Part-time employees working more than four (4) hours but not more than six (6) hours during a day will, if they so request, be permitted to take an additional unpaid fifteen (15) minute break immediately following their paid rest period. This combined time shall be granted as close to mid-shift as is practical. Employees working in excess of six (6) hours shall receive the regular meal period and rest periods as provided in this Collective Agreement.

Times at which such rest periods shall be taken shall be subject to the discretion of the Employer, provided, however, an employee's rest period shall not begin until one (1) hour after commencement of work or following return from meal period or less than one (1)

hour before either the meal period or the end of the shift as may apply.

#### **4.10 Rest Periods, Meal Periods and Supper Money During Overtime**

When an employee is scheduled twenty-four (24) hours in advance to work more than one (1) hour, but not more than two (2) hours' overtime in a day, they shall receive one (1) fifteen (15) minute rest break with pay to be scheduled by Management as near to the commencement of the overtime period as practical.

Regular meal periods shall be started not earlier than forty-five (45) minutes prior to mid-shift no later than forty-five (45) minutes following mid-shift. Meal periods scheduled or taken other than these times will be considered as time worked, except that Truck Drivers may schedule their own meal periods in accordance with delivery requirements.

Breaks must be taken; no time credit will be given for breaks not taken.

An employee who works overtime in excess of one hour shall receive a fifteen (15) minute paid break, and supper money allowance of fifteen dollars (\$15.00) or be provided a meal.

#### **4.11 New Posting Language**

New jobs or vacancies in present jobs will be posted on Plant bulletin boards. Applications shall be accepted



for a period of five (5) working days from the date the notice is posted.

Position(s) will be filled by seniority from the applications received unless there is a less senior employee whose fitness, qualifications and ability to perform the job are greater in the Company's judgment. If the senior applicant is not awarded the position, the Union will be notified in writing by the Company and at the request of the senior applicant the Company and the Union shall meet in an attempt to resolve the matter.

If the successful applicant cannot perform the job satisfactorily after an appropriate familiarization period, they will be returned to their former position.

## **ARTICLE 5 – WAGES**

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**5.01** The Employer agrees to pay all persons covered by the terms of this agreement up to the following schedule of wages, subject to provisions outlined.

If an employee is receiving a wage rate that is more than the rates contained in this Collective Agreement, such wage rates shall not be reduced by reason of the signing of this Agreement.

At Date of Ratification, all current and new employees shall receive a rate of pay that is no less than three dollars (\$3.00) per hour below the top rate for the applicable classification.

This shall be the Start Rate for each classification, and the Start Rate shall increase along with the Top Rates set out below.

From their Start Rate, each employee shall receive wage increases in increments of sixty cents (\$0.60) per hour, on each six (6) month anniversary of the employee's date of hire up to the Top Rate of the employee's classification. Under no circumstance will an employee not be at the Top Rate after thirty (30) months from their date of hire into any classification.

At time of hire, each new employee will receive a written, personalized wage progression scale confirming their individual wage increases over the term of this Agreement. A copy of the wage scale report for each individual employee will be copied to the Union at the time it was provided to the Employee. The same report shall be provided to all current employees within thirty (30) days of ratification.

The rates are the maximum rate of pay for the listed classifications. Starting rates will be determined by the Employer at the time of hire. The Employer shall have the discretion to hire employees at any stage of the progression based on the Employer's assessment of the applicant's qualification.

The Sales Representative wage is a minimum combined total compensation as per the collective agreement.

In the event that the Employer desires to increase rates of pay for all employees in a classification during the term of the Agreement, the Employer may do so with the consent of the Union.

## Wages

CLASSIFICATION	RATE	CURRENT	D.O.R	Dec. 17, 2023	Dec. 15, 2024
Maintenance	Top Rate	\$21.85	\$23.49	\$24.19	\$24.92
Lead Packer	Top Rate	\$19.59	\$21.03	\$21.64	\$22.27
Shipper/Receiver	Top Rate	\$20.80	\$22.36	\$23.03	\$23.72
Delivery	Top Rate	\$21.55	\$23.17	\$23.86	\$24.58
Meat Cutter 1 (Head)	Top Rate	\$21.96	\$23.69	\$24.38	\$25.10
Meat Cutter 2	Top Rate	\$21.48	\$23.09	\$23.78	\$24.50
Meat Cutter 3	Top Rate	\$20.10	\$21.61	\$22.26	\$22.92
Order Picker	Top Rate	\$19.00	\$20.43	\$21.04	\$21.67
Sr. Night Shift Picker	Top Rate	\$21.31	\$22.91	\$23.60	\$24.30
Router	Top Rate	\$21.31	\$22.91	\$23.60	\$24.30
Office Admin	Top Rate	\$19.35	\$20.80	\$21.43	\$22.07
Packer	Top Rate	\$19.00	\$20.43	\$21.04	\$21.67
General Duties	Top Rate	\$19.00	\$20.43	\$21.04	\$21.67
Sales Representative	Comb. Min.	\$19.83	\$20.33	\$20.83	\$21.35
			\$1,000.00 Signing Bonus	\$500.00 Anniversary Bonus	\$500.00 Anniversary Bonus

## Shift Premiums

CLASSIFICATION	RATE	
Saw Cutter	\$2.00	per hour
Driver Trainer	\$1.50	per hour
Freezer Picker	\$1.50	per hour
Afternoon Shift	\$0.75	per half hour
Meat Cutter 1	\$1.50	per hour
Lead Packer	\$1.50	per hour

\*Following ratification, \$1000.00 signing bonus for all employees.

\*\$500.00 Lump Sum payment for all employees on anniversary date in 2023 and 2024.

\*Any employee on leave that returns to active status during the term of the agreement will be paid upon return.

All pay increases shall be effective the date of eligibility as determined by this agreement and/or by management.

### General Duty/Order Pickers

For the purpose of wage scale determination, employees who provide janitorial services, load trucks, perform general warehouse duties not classified in this article shall be classified as General Duties.

## **Maintenance Employees**

Maintenance Employees shall be those employees who perform repair and maintenance duties to plant machinery, equipment and buildings. The maintenance rate will only apply on hours worked on maintenance duties with management's prior approval, otherwise the individual's other classification rate will apply.

## **Lead Packer**

Lead Packer shall be the employee who is responsible for all pack off.

## **Meat Cutter 3**

After a three (3) month probationary period, employees hired as accredited Meat Cutter 3 will elevate to eighty-five per cent (85%) of the rate of Meat Cutter 2. They will then progress to the top rate in sixty-cent (\$0.60) increments every six (6) months.

## **Head Meat Cutter/Meat Cutter 1 (head)**

There shall be a Head Meat Cutter designated in the plant.

Employees temporarily relieving the Head Meat Cutter 1 (head) shall receive the rate contained in the regular Wage Schedule for such a position for all time so employed, if qualified as a Meat Cutter.

## **First Aid Premiums**

- a) The Employer will endeavour to have a **First Aid Attendant** on duty when the plant is operating.
- b) Qualified persons chosen to be First Aid Attendants will receive the following premium based on their first aid certification:

Level One	\$1.00/hour
Level Two	\$1.50/hour

## **Freezer Picker Premium**

Order Pickers/General Duties who are designated to work in the freezer by the employer shall be paid a Freezer Picker premium of one dollar and fifty cents (\$1.50) per hour.

## **Higher Classification Rate Guarantee**

An employee who is required to carry out duties in more than one classification (a minimum of four (4) hours in a day), shall have the rate applicable to the higher classification for the day of change. This shall not apply to Maintenance and Meat Cutter 2. All relief positions in excess of twelve (12) weeks will be posted and positions will be awarded in accordance with the seniority provision in the contract. This is only applicable where the length of absence is known prior to commencement.

## **Salesperson**

With respect to the Salesperson, it is understood that the rate above includes all incentive program payments. The total compensation including all incentive programs will on an annual basis result in the rates stipulated above as a minimum.

Earned quarterly incentive payments and bonuses are to be paid no later than two (2) pay periods after the close of an active fiscal quarter. Fiscal quarters run on a calendar year January to December, the company reserves the right to change its fiscal year and schedules pertaining to earned incentives and bonuses.

Earned Annual incentive payments and bonuses are to be paid no later than May 1<sup>st</sup> of the following year. The company reserves the right to change its fiscal year and schedules pertaining to earned incentives and bonuses.

## **Production Manager/Day Shift Manager/Night Shift Manager**

The position of Production Manager, Day Shift Manager, and Night Shift Manager will be working management positions. The only other non-bargaining positions will be Branch Manager, Sales Managers, Office Manager, Credit Manager and a Buyer Manager. Any position moved to management will not replace any positions or classifications in the bargaining unit. Any position vacated by a person who is moving to

management will have their bargaining unit position posted and filled.

### **Meat Cutter 3**

A Meat Cutter 3, after one year of achieving the top of his wage classification, may test for Meat Cutter 2, the test will be the ability to hit the standard yield and kg per hour on the major cuts (Top Sirloin Steak, New York Steak, Tenderloin Steak and Rib Eye Steak). As Meat Cutter 2's are needed the Meat Cutter 3's that have passed the test will be promoted by seniority. A company will have a minimum of five (5) Meat Cutter 2's. The standard tests are:

The kg/hr below is based on cutting hours only on finished product.

	<b>Yield</b>	<b>Kg per hour</b>
Top sirloin	56.94%	16.85
Strip loin	55.34%	35.12
Tender loin	49.83%	15.67
Rib eye	82.39%	137.57

Test to be conducted by Management on a minimum of three of the five above standards, at the request of Meat Cutter 3 reaching classification. It is understood that the one year waiting period shall be waived for the individuals reclassified as Meat Cutter 3 at time of ratification.



## **5.02 Jury Duty**

An employee summoned to Jury Duty or Witness Duty where subpoenaed, shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned had they worked on such days. Employees will provide a statement from the appropriate authorities showing jury pay received.

An employee released from Jury Duty shall return to their job if two (2) or more hours of their normal shift can be worked. Time worked in excess of eight (8) hours, combined Jury Duty and time on the job in one (1) day, shall be paid for at overtime rates.

## **5.03 Staff Meetings**

Staff meetings, whether in the plant or off the premises, shall be considered as time worked, and paid for accordingly, except for dinner meetings at which the attendance is voluntary. Such dinner meetings in excess of three (3) during each contract year shall be considered as time worked, and paid for accordingly.

## **5.04 Driver Bonus Program**

The Company will pay an annual bonus to all drivers who go without any driver fault accidents with Company vehicles in a given insurance fiscal year (presently October 1<sup>st</sup> to September 30<sup>th</sup>). The bonus will be two hundred dollars (\$200.00) per year, escalating by one hundred dollars (\$100.00) in each subsequent year until the driver reaches five (5)

accident-free years, with a potential bonus after five (5) years of six hundred (\$600.00) dollars per annum. This bonus will be paid out in December of each year to those who have qualified during the insurance fiscal year just ended. This bonus is for drivers who have had no accidents in which they are at fault, this is defined as being assessed with less than fifty per cent (50%) fault by the insurance company. Should the driver have an accident in any year in which they are assessed fifty per cent (50%) or more fault and greater than the Company deductible, then they go back to zero for the purposes of this Bonus Program. To reach the maximum bonus, the accident-free years must be consecutive. The Company reserves the right to change the fault/no-fault percentage based on changes made by the insurance carrier from time to time. The following conditions will also apply:

- a) You must be employed in full-time driver status continuously during the insurance fiscal year the payout relates to. Full-time drivers are defined as drivers who have worked 1700 hours or more in the insurance fiscal year. Part-time and casual drivers do not qualify.
- b) A pro-rata adjustment will be made to the bonus based on hours worked.

For the purposes of this calculation, hours worked will include regular hours worked, overtime hours worked, time-off for vacation, paid leaves of absence and statutory holidays. Periods of absence for occupational

or non-occupational sickness or injury, unpaid leaves of absences when the employee is not being paid by the Employer, shall be excluded in determining the hours worked by an employee. A full year for the purposes of this payment will be seventeen hundred hours (1,700 hours).

It is understood that if a driver fails to achieve a bonus because of a lack of qualifying hours due to absence for occupational or non-occupational sickness or injury where the employee is not paid, and they subsequently return to work, their prior standing will be used to calculate for the subsequent payment levels.

## **ARTICLE 6 – SICK LEAVE BENEFITS**

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### **6.01 Sick Leave**

- a) Upon completion of 90 calendar days of employment, and in each subsequent calendar year of employment, each employee shall be granted a credit of six (6) days of paid sick leave equivalent to the employee's "average day's pay" and will be eligible for up to three (3) unpaid sick days. These amounts will be reset at the first pay period of each subsequent calendar year of employment.

An "average day's pay" shall be calculated as the employee's total wages divided by the number of days worked during the thirty (30) calendar days before the first day of the leave. This calculation

shall be inclusive of paid vacation days and paid sick days as well as wages, commission, and holiday pay. It shall not be inclusive of overtime.

Unused sick leave will not be carried over to subsequent years and will not be paid out. The sick leave entitlements are reset at the beginning of each year on the first pay period of the year.

Employees may take sick leave in half-day increments, and in such instances, the employee's average day's pay will be pro-rated.

Regular full-time or part-time employees shall accumulate credits at the rate of one (1) hour for each forty (40) hours of employment, up to a maximum of forty-eight (48) hours. Employees while on the CWW (Compressed Work Week) shall accumulate 1.25 hours for each forty (40) hours of employment, to a maximum of sixty (60) hours. Credits shall accumulate from date of full-time employment but only after completion of three (3) months full-time employment or four hundred and eighty (480) part-time hours. Paid time-off for vacation, sickness, etc., to count as time worked for purposes of determining sick leave entitlement.

The Employer shall apply any accumulated sick leave to absence due to sickness or non-compensable accidents not covered by Insured

Weekly Indemnity Benefits (or similar benefits) but not to exceed the employee's normal earnings.

Sick leave will be utilized for sick time taken only.

The Employer shall make available to each employee, a monthly statement showing the employee's total current sick leave accumulation, upon written request.

**b) Notice of Sick Leave**

Employees are required to provide as much notice as possible when calling in sick prior to their shift beginning. They should provide a reason as to why they are not coming to work as well as the time and date they expect to return. If an Employee is absent for three (3) days or more, they may be required prior to beginning their shift to present a doctor's note to their supervisor, the Company or the supervisor will make this request prior to their return as it deems appropriate. The doctor's note will clearly state the employee is able to return to work as a food handler or office staff employee. If the employee fails to present a note the Company may send the employee to get one at the employee's cost before beginning their shift.

The above note also applies to those employees who have been absent on Short Term Disability, medical leave of absence, or a work-related injury (WCB) where the employee is off the remainder of

the injury day or beyond the date of the injury regardless of the length of absence.

For Absences of less than three (3) days, the Employer will not require doctor's notes from employees unless:

1. The employee has been formally advised that their attendance record is unacceptable and that a doctor's note will be required in the future; or
2. The duration of the absence or circumstances surrounding the absence requires justification.
3. The absence is related to a work-related injury as noted above.

## **6.02 Workers' Compensation Make-Up**

Where a regular full-time employee is qualified for Workers' Compensation, the Employer shall make up the difference between the employee's regular straight time earnings at their regular hourly rate of pay and what they receive from the Workers' Compensation Board for the first three (3) scheduled working days of absence from the job. Thereafter the Employer shall make up the difference between seventy-five percent (75%) of the employee's straight time earnings based on their regular hourly rate of pay and what they receive from the Workers' Compensation Board for a

period up to thirteen (13) weeks from the first day of absence due to injury on the job.

### **6.03 Paid Time Off**

Each employee shall be entitled to one (1) day of paid Personal Time Off (PTO) each year for non-medical reasons (i.e., family responsibility, personal, flex days). Wherever possible, PTOs should be scheduled with at least twenty-four (24) hours' advanced notice to the employer.

### **6.04 Advances on Weekly Indemnity**

During the period of time the employee's claim is being considered by the Insurance Company, and if payment is not made by the Insurance Company for Weekly Indemnity claims within two weeks of submission of the applicable claim, on the written request of the affected employee the Employer shall then advance to the employee an amount equal to their entitlement on a bi-weekly basis, not to exceed a maximum total advance of eight weeks. Such written requests shall be on a form as prescribed by the Employer which includes appropriate terms and conditions associated with the advance.

Advances made by the Employer for claims later found to be invalid or payments made by the Employer which are later paid by the Insurance Company shall be returnable to the Employer based on the terms of the prescribed form.

## **ARTICLE 7 – HEALTH AND WELFARE PLAN**

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**7.01** The Employer shall make available the following benefits or similar benefits, as mutually agreed upon between the Union and the Employer, to eligible regular full-time employees.

Employees shall be eligible for Health and Welfare benefits contained in this article on the first of the month following completion of three (3) months of employment.

A regular full-time employee reduced to regular part-time shall continue to be classified as an eligible regular full-time employee for purposes of this Plan. For employees hired after June 15, 1993, a regular full-time employee reduced to regular part-time and terminated employees, will have coverage continued to the end of the month in which they are reduced to "part-time."

Enrollment for these benefits shall be a condition of employment for eligible regular full-time employees in the Group Weekly Indemnity Plan, Life and Long-Term Disability Plans, except for employees as may hereafter be exempted in respect to medical and dental benefits only.

### **Health Spending Account**

The Employer will provide a Health Spending Account for all employees in the amount of five hundred dollars (\$500) each year. This non-taxable amount will be allocated to the employee's account at the beginning



of each calendar year. Any amount that is not used within the year may be carried over to the following year. Any portion of the carried over amount not used in the second year will be forfeited.

Employees can submit any expenses that are Canada Revenue Agency (CRA) eligible. Anything that can be submitted as a Medical Tax Credit on a personal tax return is eligible for reimbursement and includes most medical, dental, and vision expenses not fully covered through the group plan or a provincial health plan.

Expenses can be submitted for employees and dependents including an expanded definition of dependents, which includes other family members totally dependent on the employee for tax purposes.

**7.02** The Company shall pay the full cost of the premiums for all Health and Welfare programs with the exception of the premiums for the Long-Term Disability Plan. The cost of the Long-Term Disability Plan will be paid for by the employee and this shall be deducted from the employee's pay cheque as required.

Totally disabled and total disability shall mean that, during the qualifying period and the twenty-four (24) month period immediately following it, the member has a medical impairment due to injury or disease which prevents the member from performing, in any setting, the essential duties of the occupation in which the member participated just before the total disability started.

After the twenty-four (24) month period, totally disabled and total disability mean the member is unable, because of medical impairment, to perform, in any setting, the essential duties of any occupation for which the member has at least the minimum qualifications.

The medical impairment must be supported by objective medical evidence.

The availability of work for the member does not affect the determination of totally disabled or total disability.

**7.03**

The Employer will provide a B.C. Medical Care Plan, or other Medical plan that will provide similar coverage, along with an Extended Health Benefits Plan. Each member shall pay the first twenty-five (\$25.00) dollars of eligible expenses in any one (1) calendar year for them, and where applicable their family for the Extended Health Benefits Plan. The Employer shall provide with the Extended Health Benefits Plan a non-contributory pre-paid Eyeglass and Hearing Aid Plan which provides the following coverage:

Eyeglass Limit .....	\$200.00 per member per
.....	dependent per 24 months
Contact Lens Limit .....	\$200.00 per member per
.....	dependent per 24 months
Hearing Aid Limit .....	\$500.00 per member per
.....	dependent per 24 months

Orthopedic Footwear ..... \$400.00 per member per  
Limit..... dependent per 24 months

A claim for eyeglasses or contact lenses to be limited to one (1) claim for either one or the other in a twenty-four (24) month period.

**7.04** The Employer will provide for a Weekly Indemnity Plan. Weekly Indemnity benefits shall be paid commencing on the first (1<sup>st</sup>) day of hospitalization due to non-occupational accident or sickness, or where no hospitalization is involved, the fourth (4<sup>th</sup>) day of absence due to sickness or accident, with a twenty-six (26) week benefit period.

The scale of Weekly Indemnity coverage for full-time employees shall be seventy-five (75%) of straight-time hourly wages. Group Life Insurance shall be \$35,000.00 for all qualifying employees.

The Employer agrees to pay the fee for the medical reports required by the Employer or the Insurance Company for Sick Leave or Weekly Indemnity provisions, and/or the annual medical certificate, up to a maximum of one hundred dollars (\$100.00) per employee per annum, provided receipts for such expenses are submitted. All reports to be obtained on the employee's own time.

- 7.05** The Employer will provide for a Long-Term Disability Plan with coverage to sixty (60%) percent of straight-time hourly wages to a maximum monthly benefit of two-thousand dollars(\$2,000.00).
- 7.06** The Company shall continue benefit coverage provided under the terms of this contract and in accordance with the Company Health and Welfare package for a period not exceeding fifty-two (52) continuous weeks for an employee who is absent from work because of sickness or accident, (occupational or non-occupational).
- 7.07** The Health and Welfare Plan benefits coverage will cease either in accordance with the terms and conditions of the carrier or upon the occurrence of any of the following:
- i) Voluntary resignation or retirement
  - ii) Discharge without reinstatement pursuant to the terms of this agreement
  - iii) Employee is absent without approved leave of absence or bona fide reason.
  - iv) Employee has not elected to continue coverage as provided for under Article 16.01 (2).
- 7.08** The Weekly Indemnity, Life and Long-Term Disability coverage are a condition of employment.

**7.09** Should the Federal or Provincial government introduce legislation, the effect of which is to supplement or overlap existing welfare plans, the parties signatory to this Agreement agree to immediately discuss modifications of present benefits so that the total cost of the combined plans will be limited to the level outlined in this Collective Agreement, such change to be effective as of the date the plan involved is altered because of legislation referred to above.

## **ARTICLE 8 – DENTAL CARE PLAN**

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**8.01** The Employer shall pay the full premium cost to provide dental coverage for each eligible regular full-time employee and their dependents at a benefit level not less than that provided by Centennial Foods Group 001 policy. The coverage shall be on the basis of Plan A - 80%; Plan B - 60%; Plan C - 50%.

A full-time employee shall be eligible for dental benefits on the first (1<sup>st</sup>) of the month following completion of three (3) months of consecutive full-time employment.

The Dental care plan is considered part of the Employee's Health and Welfare plan and is subject to all conditions in Article 7 of this agreement.

Members shall be entitled to dental preventative services once every six (6) months. Plan A will cover a minimum of eight (8) scaling units per year.

Lifetime maximum on orthodontic coverage - \$2,500.00.

## **ARTICLE 9 – VACATIONS WITH PAY**

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**9.01** A "year of service" for purposes of paid vacation shall mean seventeen hundred (1700) hours of employment. Hours for these purposes shall include all time absent on paid vacation, paid statutory holidays, and time lost due to sickness or accident; this will apply to time lost not exceeding fifty-two (52) consecutive weeks.

For the purposes of paid vacation where the services of an employee are retained by a purchaser of the business, their services shall be deemed to be uninterrupted by the sale or purchase of the business, and shall be binding upon the purchaser.

**9.02** The following vacation schedule will be in effect:

Employees with one (1) year of service but less than three (3) years of service shall receive two (2) weeks of vacation with pay annually.

Employees with three (3) or more consecutive years of service shall receive three (3) weeks' vacation with pay annually.

Employees with nine (9) or more consecutive years of service shall receive four (4) weeks' vacation with pay annually.

Employees with fifteen (15) or more consecutive years of service shall receive five (5) weeks' vacation with pay annually.

- 9.03** Vacation pay for vacation provided in Article 9.02 shall be computed on the basis of forty (40) hours' pay or two percent (2%) of the employee's earnings for the employee's calendar year prior to leaving on vacation, whichever is the highest, for each week of paid vacation to which the employee is entitled. Employees must take vacation to which they are entitled and cannot receive pay in lieu of vacation, except as hereinafter provided. Vacations must be taken in units of not less than one (1) week.

In the event of absence of other staff due to sickness or accident, the Company may pay in lieu of vacations in excess of two (2) weeks with mutual agreement.

- 9.04** a) Two (2) weeks of an employee's paid vacation shall be consecutive and given during the regular vacation period, April 1<sup>st</sup> to September 30<sup>th</sup>.

For clarity, an employee may request, and the Employer may approve, consecutive paid vacation up to an employee's full vacation time entitlement during the period October 1<sup>st</sup> to March 31<sup>st</sup>.

There will be a "Peak Season" defined as the last two (2) weeks of November and the first two (2) weeks of December. During Peak Season, vacation approvals will

be limited, but in any event, at least one (1) employee will be permitted to be on vacation in each of the following areas: office, delivery, warehouse, production, and sales.

Vacation requests will be approved subject to operational requirements. Once approved, vacation time will not be changed except by mutual agreement between the employer and the employee.

**b) Vacation Selection by Seniority**

The employees shall choose these weeks of paid vacation on a seniority basis, commencing with the most senior employee. Selection of vacations shall commence no later than February 1<sup>st</sup> of each year and the first request period will be completed no later than February 28<sup>th</sup>.

After February 28<sup>th</sup>, there will be a subsequent vacation request period, from March 1<sup>st</sup> to March 15<sup>th</sup>, where employees can request vacation that they may not have been able to have approved during the February 1<sup>st</sup> - 28<sup>th</sup> vacation request period.

A finalized vacation schedule shall be posted by no later than March 31<sup>st</sup> for the current calendar year.



### **c) Vacation Selection by Mutual Agreement**

Any request for the subsequent weeks will be provided with a minimum of fourteen (14) days' notice from the vacation start date. Any requests with notice of less than the above shall be at management's discretion and based on operational priorities. Management will respond to all vacation requests within fourteen (14) days of receiving the request.

Where employees are entitled to three (3), four (4), or five (5), weeks of paid vacation, the additional week, or weeks, shall be scheduled as above, but at times mutually agreeable to the employee and the Employer. Such requests shall not be unreasonably denied.

Employees entitled to four (4) weeks' paid vacation shall receive their additional two (2) weeks consecutively unless the employee and the Employer mutually agree otherwise. Employees entitled to five (5) weeks' paid vacation shall also receive two (2) of their additional weeks' vacation consecutively unless the employee and the Employer mutually agree otherwise.

**9.05** When a statutory holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one in which the employee would have received had they been working. The extra vacation day will be scheduled, subject to Operational Requirements, on one of the days adjacent to the Employee's vacation. If this is not possible, it will either

be scheduled on a mutually agreeable day between the Company and the Employee or paid out by mutual agreement.

**9.06** Employees who work a minimum of fourteen hundred and fifty (1450) hours each calendar year for three (3) consecutive years, but who do not otherwise qualify for three (3) weeks' vacation with pay, shall be entitled each year in which they qualify, to six percent (6%) of their current year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof. Paid statutory holidays and vacations are considered as time worked.

**9.07** Where an employee has worked throughout a calendar year for the same Employer, but for less than seventeen hundred (1700) hours of that calendar year so that they have not earned an annual holiday, and where their employment with that Employer has not terminated, the Employer shall, in lieu of an annual holiday, pay to the employee, notwithstanding that they had not earned an annual holiday, an amount equal to four percent (4%) of the employee's total wages and salary earned from that Employer during the calendar year.

The pay to which the employee is entitled pursuant to this Article shall be paid to the employee within thirty (30) days after the completion of the calendar year.

**9.08** Employees terminating their employment shall receive payment for vacation allowance in an amount equal to four (4 %) percent of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid, provided however, employees entitled to three (3), four (4), or five (5), weeks' vacation, under the provisions of Article 9.02 of this Agreement, shall upon termination of employment, receive an additional two (2%), four (4%), or six (6%), percent respectively, of the total wages and salary earned by the employee during the period of employment for which no vacation has been paid

## **ARTICLE 10 – PENSION PLAN**

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**10.01** The Company agrees to make contributions on behalf of the employees within the bargaining unit to the Canadian Commercial Workers Industry Pension Plan, hereinafter called “The Plan”, in accordance with Article 10.02.

**10.02** The Company shall make contributions to The Plan based on straight-time hours paid by the Company to the employees covered by this Agreement to a maximum of forty (40) hours per week, for the first two thousand (2,000) hours, for any given employee, in the calendar year.

The contributions to The Plan shall be one dollar and twenty cents (\$1.20) per hour. Upon regulatory approval of the reorganization plan for CCWIPP, expected in 2015, the Company will remit an additional

twenty cents (\$0.20) per hour into CCWIPP for a new contribution rate of one dollar and forty cents (\$1.40) per hour as set out above. This contribution is effective the date of ratification of the Memorandum of Agreement.

The Employer's responsibility is limited to providing the contributions to CCWIPP set out and informing the administrators of the eligible employees and their pertinent information.

Member contributions will be deducted from the employees as follows effective July 1, 2015:

<u>Period of Continuous Service</u>	<u>Member Contribution Rate</u>
Less than 2 years .....	0 cents/hour
2 years but less than 8 years .....	22 cents/hour
8 or more years .....	40 cents/hour

## **ARTICLE 11 – MISCELLANEOUS**

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### **11.01 Wearing Apparel**

The Employer shall furnish smocks and aprons to each employee and shall pay for laundering of same. Appropriate coats for use in refrigerated units will be provided for employees constantly working in low temperatures. The number of coats supplied shall be determined by the Employer. The Employer will pay all employees (except office and salespersons) two

hundred dollars (\$200.00) on their anniversary for C.S.A. approved safety boots.

The Employer shall provide delivery drivers with shirts, hats, and reflective safety wear, and the employee is responsible for the laundering of those items.

## **11.02 Safety**

Both parties to this Agreement are committed to a safe working environment for all of the employees. Both parties agree that a diligent effort should be made to take action to reach this goal.

If and when there are sufficient employees to warrant same, a Joint Safety Committee will be established and have at least two (2) employees selected by the employees in the bargaining unit and an equal number of representatives appointed by the Employer. A Union Representative shall be entitled to attend meetings of the Committee as an observer.

Health and Safety committee meetings will be scheduled throughout the year and changes to scheduled meetings will be conveyed to the Union Representative.

The Employer will pay cost of recognized and approved training for a First Aid Attendant. Further, the opening will be subject to the posting procedure detailed in Article 4.11. Such training will take place on company time. Upon successful completion of Level 2 Certified

Training, a one-time five-hundred-dollar (\$500.00) payment will be issued to the employee.

### **11.03 Visits of Union Representatives**

After first notifying the Plant Manager or, in their absence, the person in charge, duly authorized full-time representatives of the Union shall be entitled to visit the plant for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. Interviews shall take place during rest and meal periods.

Union Representatives shall be permitted to check employee timecards, including work schedules, and in the event of any discrepancies, they shall be presented under Article 14 of this Agreement.

### **11.04 Picket Lines**

The Employer agrees that in the event of a legal picket line of another trade union being in existence at any of the Employer's customers' place of business, the Employer will in no way require or force members to report behind such a picket line. Nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at their place of work.

## **11.05 Union Dues Statement**

Annual Union Dues deductions shall be entered on the employee's T-4 slip.

## **11.06 No Discrimination**

Both the Employer and the Union endorse the principles outlined under the B.C. Human Rights Code wherein it is prohibited to discriminate against a person on the basis of their Indigenous identity, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

The parties agree that all employees are entitled to enjoy a work environment free from all forms of discrimination, including sexual harassment.

Allegations of discrimination shall be dealt with promptly and with respect for confidentiality.

The parties agree an educational program acceptable to the Employer may be presented to all employees by the Union. This may include the use of Employer time, with prior consent, to inform employees of their rights and obligations in this area.

## **11.07 Tools**

The Company shall furnish all knives, steels, whetstones, etc., including tools for maintenance work, which are necessary for the work of the employees using them, subject to the establishment of such regulations as are necessary to prevent abuse. Such tools and working equipment shall remain Company property.

## **ARTICLE 12 – SENIORITY**

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**12.01** Seniority shall mean length of continuous service with the Employer in the bargaining unit. One (1) seniority list shall be established for all employees.

Not later than four (4) weeks after the signing of the Collective Agreement, the Employer agrees to provide the Union with a seniority list, as referred to above, and be revised every six (6) months.

### **12.02 Right of Grievance**

It is understood the provisions of this Article are subject to Articles 13 and 14 of this Agreement.

Any employee who is laid off or fails to receive hours of work to which they are entitled to according to the provisions of this Article shall be compensated for the hours involved in any such violation at their applicable rate of pay.



### **12.03 Lay-offs, Reduction of Hours of Work and Re-Call of Employees**

- i) In layoffs, the reduction and increase of hours and re-call of employees, seniority shall govern unless there is a less senior employee whose fitness, qualifications and ability to perform the job are greater.
- ii) The Employer agrees to give employees one (1) week's notice in writing prior to layoff or reduction of hours. Such notice shall not be required in cases of layoffs, reduction of hours due to fire, flood or other cases of *force majeure*.

### **12.04 Employees laid off or having hours reduced shall be offered available work in accordance with the above, provided:**

- i) No more than six (6) months has elapsed since the last day worked by the employee.
- ii) The employee reports for duty within twenty-four (24) hours from the time they are contacted with the following exceptions:

If an employee, when contacted, for proper and sufficient reason is not immediately available to commence work, the next employee on the list can be hired temporarily. If the contacted employee cannot report for work until three (3) working days later, they shall exchange their seniority with the next employee on the list who is immediately available for

employment, until they are recalled, at which time they shall resume their original seniority status. If they do not report in one (1) calendar week from date of recall without proper or sufficient reason, they shall be dropped from the seniority list.

The Employer shall notify the Union if they cannot contact an employee with seniority, and shall provide the Union with the last known address and telephone number of such employee in order to ensure that every endeavour has been made to call the employee to work. If the Union is unable to contact the employee within five (5) working days immediately following receipt of advice from the Employer, or if the employee is contacted and refuses the employment without proper and sufficient reason by the end of the five (5) day period, the employee will be dropped from the seniority list.

## **ARTICLE 13 – TERMINATIONS, NOTICE REQUIRED, OR PAY REQUIRED IN LIEU OF NOTICE IN CASES OF TERMINATIONS**

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**13.01** Commencing after thirty (30) days from date of employment, employees, when terminated by the Employer, unless guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave, unless having a bona fide reason for such absence, shall receive notice in writing or pay in lieu of notice as follows:

After first thirty (30) calendar days up to two (2) years of continuous service, one (1) week's notice in writing or one (1) week's wages in lieu thereof.

From two (2) years up to five (5) years' continuous service, two (2) weeks' notice in writing or two (2) weeks' wages in lieu thereof.

More than five (5) years' continuous service, four (4) weeks' notice in writing or four (4) weeks' wages in lieu thereof.

**13.02** Article 13.01 shall not invalidate an employee's right to process their termination and to be re-instated, as set out in this Article.

**13.03** Employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time, shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time unless terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave, except where the employee has a bona fide reason for such absence.

**13.04** No employee shall be terminated without proper cause, and no employee shall be discriminated against for any lawful union activity, or for reporting to the Union the violation of any provision of this Agreement.

- 13.05** Any employee alleging wrongful termination may place their allegation before the Union, and if the Union considers that the objection of the employee has merit, the termination shall become a grievance, and be subject to the grievance procedure as established by this Agreement.
- 13.06** During the probationary period [the first six (6) months of active employment], an employee may be dismissed if found to be unsuitable, and such employee may be discharged at any time during probation period without notice. The suitability of a probationary employee shall be determined by the Company, however, the Company shall not act in a manner which is arbitrary, discriminatory or in bad faith.
- The probationary period may be extended by mutual agreement between the Union and the Employer.
- 13.07** In the event that an employee has been terminated without proper cause, they shall be re-instated and shall receive pay for time lost following termination and prior to re-instatement, in an amount sufficient to make up the difference between any monies received by that employee for other employment, and their full pay.
- 13.08** After absence due to illness or injury, an employee must be returned to their job when capable of performing their previous duties provided that such absence does not exceed twelve (12) months, except in

the case of employees absent while on Workers' Compensation.

**13.09** Grievances involving termination of an employee must be submitted to the Employer in writing within fourteen (14) calendar days from the date notice of termination is given in writing to the employee, or fourteen (14) calendar days from the date the employee is informed of their termination where pay is given in lieu of notice, or be waived by the aggrieved party. Where notice in writing is given rather than pay in lieu of notice, the period of such notice shall commence at the time such notice is received by the employee.

**13.10 Severance Pay on Closing of Plant**

In the event there is a sale or transfer or a permanent closure of the plant or part thereof causing a regular full-time employee to lose their employment, the Company hereby agrees to pay such an employee severance pay at their regular rate of pay accordingly to the following schedule:

<b>Full-time Consecutive Service</b>	<b>Severance Pay</b>
One (1) year.....	Two (2) weeks' pay
Up to three (3) years .....	Three (3) weeks' pay
Over three (3) years.....	One (1) week's pay for every year of full-time service up

to a maximum of  
sixteen (16) weeks'  
pay

This clause does not apply to a temporary layoff, full-time employees who accept other full-time or part-time employment with the Company, or to regular full-time employees who lose employment and are reinstated within thirty (30) days to a full-time status.

Employees who qualify shall not be entitled to the following benefits contained in this Article pertaining to normal termination.

- 13.11** An employee who terminates and alleges they did so under provocation shall upon request have their case reviewed by the applicable Management Representative and shall have the right to have a full-time Union Representative in attendance during such review. Such review shall take place within two (2) working days of the termination.

## **ARTICLE 14 – GRIEVANCE PROCEDURE**

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### **14.01 Definition of a Grievance**

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of this Collective Agreement.

## **14.02 Time Limits**

The time limits specified through the steps of the Grievance Procedure may be extended by mutual agreement in writing between the Union and the Employer.

## **14.03 Settling of Disputes and Grievances**

Every effort should be made to resolve problems at the worksite level prior to submitting a written grievance.

- a) An Employee shall have the right at any time to have the assistance of a Union Representative or Shop Steward.
- b) At all levels of the Grievance Procedure:
  - i) The Parties agree to share information on a without prejudice basis;
  - ii) A sincere attempt shall be made by both the Union and the Employer to try to resolve workplace problems through meaningful discussion; and
  - iii) A meeting may be arranged to discuss the problem and exchange information prior to rendering a decision or reply.

### **Step I – Informal Discussion**

An Employee who believes that they have a workplace problem may, at their discretion, first discuss the matter with their immediate Supervisor or Manager, who shall advise the Employee of their decision within ten (10) calendar days of the date the matter was first discussed.

## **Step II – Written Grievance**

A written grievance specifying the nature of the grievance and the redress sought may be filed by the Union within twenty (20) calendar days of the latter of:

- i) when the employee first became aware of, or reasonably should have become aware of, the circumstance giving rise to the grievance; or
- ii) when the employee was advised by the Immediate Supervisor or Manager of their decision pursuant to a Step I Informal Discussion.

At Step II, the Union, together with the Grievor, may hold a without prejudice grievance meeting with the Employer to discuss the grievance and try to find a resolution. In any event, the Employer shall render a written reply to the grievance within thirty (30) days of receiving the written grievance.

## **Step III – Conveyance to Dispute Resolution Process**

If a satisfactory settlement cannot be reached at Step II, or if the party on whom the grievance has been served fails issue a written reply within the required time limits, the aggrieved party may convey the grievance to any of the dispute resolution processes set out in Article 15 of this Collective Agreement.

### **14.04 Policy Grievance**

Where a dispute involving the question of general application or interpretation occurs affecting more than one (1) employee, either the Union or the Employer may proceed on a policy grievance provided the aggrieved party initiated the policy grievance



within thirty (30) days of the date they became aware, or reasonably should have become aware, of the occurrence.

#### **14.05 Dismissal or Suspension Grievance**

When meting out discipline, the Employer bears the onus in establishing just cause, and the Employer will issue a discipline letter, which shall be provided to the Employee at the time of the discipline with a copy to the Union Representative.

#### **14.06 Union Representation in Disciplinary Interviews**

No employee shall be subject to a disciplinary interview or be given a written reprimand, warning letter, or be suspended or dismissed except in the presence of a Shop Steward or Union Representative, or in their absence, another member of the bargaining unit selected by the employee to serve as a witness.

Where appropriate, discipline shall be conducted on Employer time and with at least twenty-four (24) hours' notice to allow for union representation to be arranged.

A "disciplinary interview" is defined as a meeting with an employee where the Employer is investigating a circumstance in which it reasonably expects that the circumstances may lead to discipline.

## **ARTICLE 15 – DISPUTE RESOLUTION**

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### **15.01 Board of Arbitration**

Either of the parties may, within thirty (30) days of a decision at the final step of the Grievance procedure, notify the other party in writing of its desire to submit the Grievance to Arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.

**15.02** The recipient of the notice shall within five (5) days inform the other party of the name of its nominee to an Arbitration Board.

**15.03** The two (2) appointees so selected, shall, within five (5) days of the appointment of the second of them, appoint a third (3<sup>rd</sup>) person who shall act a Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limited, the appointment shall be made by the Minister of Labour for British Columbia upon request of either party.

**15.04** No person who was involved in the negotiations of the Agreement will serve on the panel.

### **15.05 Single Arbitrator**

The parties may mutually agree to select a single Arbitrator in lieu of a three-person Arbitration Board.

## **15.06 Expedited Arbitration**

Either party may, within thirty (30) days of a decision at the final step of the Grievance Procedure, refer a grievance to Expedited Arbitration pursuant to Section 104 of the *BC Labour Relations Code*.

If a difference is referred to Expedited Arbitration, an Arbitrator will be appointed to hear and determine the matter arising out of the difference and conclude the arbitration within ninety (90) days after the date on which the difference was referred to Expedited Arbitration.

After the conclusion of the hearing, the Arbitrator must issue a decision as follows:

- a) if jointly requested to do so by the parties to the difference and if possible, the arbitrator must issue an oral decision within one (1) day after the conclusion of the hearing;
- b) the arbitrator must issue a decision with written reasons not exceeding seven (7) pages within thirty (30) days after the conclusion of the hearing unless an oral decision has been issued under paragraph (a) of this subsection and the parties agree that written reasons are not required.

## **15.07 Consensual Mediation-Arbitration**

The parties may, within thirty (30) days of a decision at the final step of the Grievance Procedure, mutually agree to refer one or more grievances under the

collective agreement to a single Mediator-Arbitrator for the purpose of resolving the grievances in an expeditious and informal manner pursuant to Section 105 of the *BC Labour Relations Code*.

The parties must not refer a grievance to a mediator-arbitrator unless they have agreed on the nature of any issues in dispute. A Mediator-Arbitrator must begin proceedings within twenty-eight (28) days after being appointed and must endeavour to assist the parties to settle the grievance by mediation.

If the parties are unable to settle the grievance by mediation, the Mediator-Arbitrator must endeavour to assist the parties to agree on the material facts in dispute and then must determine the grievance by arbitration.

The Mediator-Arbitrator must give a succinct decision within twenty-one (21) days after completing proceedings on the grievance submitted to arbitration.

## **ARTICLE 16 – LEAVES OF ABSENCE**

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### **16.01 General Leave of Absence**

- 1) After the completion of one (1) year of service, employees may be granted a leave of absence without pay upon a showing of justifiable reasons. Requests for such leaves shall be in writing and the Employer shall answer such requests in writing. Such leaves of absence may be extended for

additional periods for justifiable reasons and upon written request.

The length of the leave of absence shall be at the discretion of the Employer.

Leave of absence will not be granted for the purpose of allowing any employee to take another position temporarily, try out new work, or venture into business for themselves.

- 2) During leave of absence or lay-off, the employee may elect to continue benefit coverage for the following benefits, provided they reimburse the Company for the cost of such benefits. The maximum period for which such coverage may be extended is three (3) months of leave of absence or lay-off. The reimbursement must be in advance of each month of coverage and prior to the first of the month. It is agreed that coverage for the balance of the month in which the leave of absence or lay-off commences, will be maintained by the Company.

- Extended Medical, Including Group Insurance
- B.C. Medicare
- Life Insurance
- Dental Care

## **16.02 Statutory Leaves of Absence**

The statutory job-protected leaves of absence set out in this provision, including future legislated

improvements for employees, are incorporated into the Collective Agreement.

Employees may qualify for Employment Insurance payments when taking these Statutory Leaves, and the Employer will assist employees by providing, where applicable, Records of Employment to Service Canada in a timely manner.

## **1) Maternity Leave**

- a) A pregnant employee who requests Maternity Leave is entitled to up to seventeen (17) consecutive weeks of unpaid leave, which must be taken during the period that begins:
  - i) no earlier than thirteen (13) weeks before the expected birth date, and
  - ii) no later than the actual birth date and ends no later than seventeen (17) weeks after the leave begins.
  
- b) An employee who requests Maternity Leave after giving birth to a child is entitled to up to seventeen (17) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the birth and ends no later than seventeen (17) weeks after that date.
  
- c) An employee who requests Maternity Leave after the termination of the employee's pregnancy is entitled to up to six (6)

consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.

- d) An employee who requests Maternity Leave is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee's leave ends.
- e) A request for leave must:
  - i) be given in writing to the employer,
  - ii) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day the employee proposes to begin leave, and
  - iii) if required by the employer, be accompanied by a medical practitioner's or nurse practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave above.
- f) If an employee on leave proposes to return to work earlier than six (6) weeks after giving birth to the child, the employer may require the employee to give the employer a medical practitioner's or nurse practitioner's

certificate stating the employee is able to resume work.

## **2) Parental Leave**

- a) An employee who requests Parental Leave is entitled to:
  - i) for a parent who takes Maternity Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-one (61) consecutive weeks of unpaid leave, which must begin, unless the employer and employee agree otherwise, immediately after the end of the Maternity Leave;
  - ii) for a parent, other than an adopting parent, who does not take Maternity Leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children; and
  - iii) for an adopting parent, up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.



If the child has a physical, psychological, or emotional condition requiring an additional period of parental care, an employee who requests leave under this subsection is entitled to up to an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken above.

- b) A request for leave must:
  - i) be given in writing to the employer,
  - ii) if the request is for leave taken in relation to (a) (i) or (a) (ii) above, be given to the employer at least four (4) weeks before the employee proposes to begin leave, and
  - iii) if required by the Employer, be accompanied by a medical practitioner's or nurse practitioner's certificate or other evidence of the employee's entitlement to leave.
  
- c) An employee's combined entitlement to Maternity and Parental Leave is limited to seventy-eight (78) weeks plus any additional leave the employee is entitled to under those specific provisions.

### **3) Family Responsibility Leave**

- a) An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:
  - i) the care, health or education of a child in the employee's care, or
  - ii) the care or health of any other member of the employee's immediate family.

### **4) Compassionate Care Leave**

- a) An employee who requests Compassionate Care Leave is entitled to up to twenty-seven (27) weeks of unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed, after:
  - i) the date the certificate is issued, or
  - ii) if the leave began before the date the certificate is issued, the date the leave began.
- b) The employee must give the employer a copy of the certificate as soon as practicable.

- c) An employee may begin Compassionate Care Leave no earlier than the first day of the week in which the twenty-six (26) week period above begins.
- d) A Compassionate Care Leave ends on the last day of the week in which the earlier of the following occurs:
  - i) the family member dies; or
  - ii) the expiration of fifty-two (52) weeks from the date the leave began.
- e) A leave taken under this section must be taken in units of one or more weeks.
- f) If an employee takes a leave under this section and the family member does not die within the twenty-six (26) week period, the employee may take a further leave after obtaining a new certificate to apply to the further leave.

**5) Critical Illness or Injury Leave**

- a) An employee who requests Critical Illness or Injury Leave is entitled to an unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate that must:
  - i) state that the baseline state of health of the family member has significantly

- changed and the life of the family member is at risk as a result of an illness or injury;
  - ii) state that the care or support required by the family member can be met by one or more persons who are not medical professionals; and
  - iii) set out the period for which the family member requires care or support.
- b) Critical Illness Leave shall be up to thirty-six (36) weeks of unpaid leave to provide care or support to a family member who is under nineteen (19) years of age at the start of the leave and/or up to sixteen (16) weeks of unpaid leave to provide care or support to a family member who is nineteen (19) years of age or older.
- c) If a medical certificate sets out a period for which a family member of an employee requires care or support that is less than the maximum number of weeks specified above, the employee:
- i) is entitled to take the leave only up to the number of weeks indicated in the certificate; and
  - ii) may, respecting the leave, obtain one or more additional certificates, but the employee's entitlement to the leave does not exceed the maximum number of weeks specified above.

- d) The employee must give the employer a copy of the certificate as soon as practicable.
- e) An employee may begin a leave under this section respecting a family member no earlier than the earlier of the following:
  - i) the first day of the week in which the certificate is issued;
  - ii) the first day of the week in which the baseline state of health of the family member significantly changes and the life of the family member is at risk as a result of an illness or injury.
- f) A leave under this provision ends on the last day of the week in which the earlier of the following occurs:
  - i) the family member in respect of whom the leave is taken dies; or
  - ii) the expiration of fifty-two (52) weeks from the date the leave began.
- g) A leave taken under this provision must be taken in units of one or more weeks.
- h) If an employee takes a leave under this provision and, at the time referred to above, the life of the family member remains at risk as a result of the illness or injury, the

employee may take a further leave after obtaining a new certificate.

**6) COVID-19-Related Leave**

- a) An employee who requests leave due to COVID-19 will receive leave consistent with the public health guidelines and orders applicable at the time the leave was required.

**7) Reservists' Leave**

- a) An employee who is a reservist and who requests leave under this section is entitled to unpaid leave without loss of seniority if:
  - i) the employee is deployed to a Canadian Forces operation outside Canada or is engaged, either inside or outside Canada, in a pre-deployment or post-deployment activity required by the Canadian Forces in connection with such an operation; or
  - ii) the employee is deployed to a Canadian Forces operation inside Canada that is or will be providing assistance in dealing with an emergency or with its aftermath.
- b) An employee who is a reservist is entitled to take leave under this section for the prescribed period or, if no period is prescribed, for as long as 7 (a) (i) or (ii) applies to the employee.

- c) A request for leave must:
  - i) be in writing,
  - ii) be given to the employer,
  - iii) be given at least four (4) weeks before the employee proposes to begin leave, unless:
    - (1) the employee receives notice of the deployment less than four (4) weeks before it will begin, then as soon as practicable after the employee receives the notice, or
    - (2) within the prescribed period, and
  - iv) include the date the employee proposes to begin leave and the date the employee proposes to return to work.
  
- d) If circumstances require leave to be taken beyond the date specified in the initial request, the employee must:
  - i) notify the employer of the need for the extended leave and of the date the employee now proposes to return to work, and
  - ii) provide the notice required in (c) above at least four (4) weeks before the date the employee had proposed in the initial request to return to work. If the employee receives notice of the extended deployment less than four (4) weeks before the initial return date, then they will provide the notice required in (c)

above as soon as practicable after the employee receives the notice.

- e) If an employee who is a reservist proposes to return to work earlier than specified in the request, the employee must notify the employer of this proposal at least one week before the date the employee proposes to return to work.
- f) An employer may require an employee who takes leave under this section to provide further information respecting the leave.
- g) If an employer requires an employee to provide further information, the employee must:
  - i) provide the prescribed information in accordance with the regulations, or
  - ii) if no information is prescribed, provide information reasonable in the circumstances to explain why the leave applies to the employee and provide it within a reasonable time after the employee learns of the requirement for Reservists' Leave.



## **8) Leave Respecting Disappearance of Child**

### **a) Definitions**

In this provision:

- i) "child" means a person under nineteen (19) years of age;
  - ii) "crime" means an offence under the Criminal Code other than an offence prescribed by the regulations made under section 209.4 (f) of the Canada Labour Code.
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- b) If a child of an employee disappears and it is probable, in the circumstances, that the child's disappearance is a result of a crime, and the employee requests leave under this section, the employee is entitled to unpaid leave for a period of up to fifty-two (52) weeks.
  - c) If an employee is charged with a crime that resulted in the disappearance of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave.
  - d) A leave must be taken during the period that starts on the date the child disappears and ends on the date that is fifty-three (53) weeks after the date the child disappears.

- e) A leave may be taken by the employee in:
  - i) one unit of time, or
  - ii) more than one unit of time, with the employer's consent.
  
- f) A leave ends on the earliest of the following dates, if any apply:
  - i) the date on which circumstances indicate it is no longer probable that the child's disappearance is a result of a crime;
  - ii) the date the employee is charged with a crime that resulted in the disappearance of the child;
  - iii) the date that is fourteen (14) days after the date on which the child is found alive;
  - iv) the date on which the child is found dead;
  - v) the date that is the last day of the last unit of time in respect of which the employer consents to the leave.
  
- g) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee's child has disappeared in circumstances in which it is probable the disappearance is a result of a crime.

## **9) Leave Respecting Death of Child**

- i) If a child of an employee dies and the employee requests leave under this section, the employee is entitled to unpaid leave for a

- period of up to one hundred and four (104) weeks.
- ii) If an employee is charged with a crime that resulted in the death of the employee's child, the employee is not entitled, or, if already on leave, is no longer entitled, to leave under this section.
  - iii) A leave must be taken during the period that starts:
    - (1) on the date the child dies, or
    - (2) on the date the child is found dead, in the case of the child disappearing before the child dies, and ends on the date that is one hundred and five (105) weeks after the date of the death or disappearance.
  - iv) A leave under subsection (1) may be taken by the employee in
    - (1) one unit of time, or
    - (2) more than one unit of time, with the employer's consent.
  - v) A leave ends on the earlier of the following dates, if any apply:
    - (1) the date the employee is charged with a crime that resulted in the death of the child;
    - (2) the date that is the last day of the last unit of time in respect of which the employer consents.
  - vi) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof that the employee's child is dead.

## 10) Leave Respecting Domestic or Sexual Violence

### a) **Definitions**

In this provision:

- i) "child" means a person under nineteen (19) years of age;
- ii) "domestic or sexual violence" includes, with or without an intent to harm an intimate partner or family member,
  - (1) physical abuse by an intimate partner or by a family member, including forced confinement or deprivation of the necessities of life, but not including the use of reasonable force to protect oneself or others from harm,
  - (2) sexual abuse by any person,
  - (3) attempts to commit:
    - (a) physical abuse by an intimate partner or by a family member, or
    - (b) sexual abuse by any person, and
    - (c) psychological or emotional abuse by an intimate partner or by a family member, including:
      - (i) intimidation, harassment, coercion or threats, including threats respecting other persons, pets or property,

- (ii) unreasonable restrictions on, or prevention of, financial or personal autonomy,
  - (iii) stalking or following, and
  - (iv) intentional damage to property;
- iii) "eligible person" means, with respect to an employee,
  - (1) a child who is under the day-to-day care and control of the employee by way of agreement or court order or because the employee is the child's parent or guardian,
  - (2) a person who
    - (a) is nineteen (19) years of age or older,
    - (b) is unable, because of illness, disability or another reason, to obtain the necessities of life or withdraw from the charge of the person's parent or former guardian, and
    - (c) is under the day-to-day care and control of the employee, who is the person's parent or former guardian, and
    - (d) a prescribed person;
- iv) "family member" means any of the following:
  - (1) with respect to a person,

- (a) the spouse, child, parent, guardian, sibling, grandchild or grandparent of the person, or
  - (b) an individual who lives with the person as a member of the person's family;
- (2) any other individual who is a member of a prescribed class;
- v) "intimate partner" means, with respect to a person, any of the following:
  - (1) an individual who is or was a spouse, dating partner or sexual partner of the person;
  - (2) an individual who is or was in a relationship with the person that is similar to a relationship described above.
- vi) In addition to experiencing domestic or sexual violence in the circumstances described in the definition of "domestic or sexual violence" above, a child who is an employee or eligible person also experiences domestic or sexual violence if the child is exposed, directly or indirectly, to domestic or sexual violence experienced by any of the following individuals:
  - (1) an intimate partner of the child;
  - (2) a family member of the child.

- b) If an employee or eligible person experiences domestic or sexual violence, the employee may request leave for one or more of the following purposes:
- i) to seek medical attention for the employee or eligible person in respect of a physical or psychological injury or disability caused by the domestic or sexual violence;
  - ii) to obtain for the employee or eligible person victim services or other social services relating to domestic or sexual violence;
  - iii) to obtain for the employee or eligible person psychological or other professional counselling services in respect of a psychological or emotional condition caused by the domestic or sexual violence;
  - iv) to temporarily or permanently relocate the employee or eligible person or both the employee and eligible person;
  - v) to seek legal or law enforcement assistance for the employee or eligible person, including preparing for or participating in any civil or criminal legal proceeding related to the domestic or sexual violence;
  - vi) any prescribed purpose.

- c) If an employee requests leave under this provision, the employee is entitled during each calendar year to:
  - i) up to five (5) days of paid leave,
  - ii) up to five (5) days of unpaid leave, and
  - iii) up to fifteen (15) weeks of additional unpaid leave.
  
- d) A leave under 9 (c) (i) and 9 (c) (ii) may be taken by the employee in a fraction or in one or more units of time.
  
- e) A leave under 9 (c) (iii) may be taken by the employee in:
  - i) a fraction of a day,
  - ii) one unit of time, or
  - iii) more than one unit of time, with the employer's consent.
  
- f) An employee is not entitled to leave under this section respecting an eligible person if the employee commits the domestic or sexual violence against the eligible person.
  
- g) If requested by the employer, the employee must, as soon as practicable, provide to the employer reasonably sufficient proof in the circumstances that the employee is entitled to the leave.



- h) The Employer agrees that requests for sick leave, vacation, 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.
- i) The Employer further 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.

### **16.03 Time Off for Union Business**

The Employer agrees that at least two (2) employees chosen for such purposes shall be given time off without loss of pay or seniority, in order to attend Union Conventions, or participate in negotiations involving the Employer, providing it doesn't interfere with the normal operation of the business. The number of employees in excess of two (2) granted leave of absence for these purposes shall be determined by mutual agreement. The Union shall notify the Employer at least one (1) week in advance of the commencement of all such leaves of absence. In the event that a request has been denied, the Employer will provide a reasonable explanation for the denial.

Upon at least one (1) week's prior notice by the Union, the Employer agrees to grant one (1) employee a one (1) month's leave of absence without loss of pay or

seniority to attend to Union business. It is further agreed such leaves of absence may be renewable from month to month by mutual agreement of the Employer and the Union.

Upon being invoiced by the Employer, the Union will reimburse the Employer for the total compensation the employee would have received had they been at work.

#### **16.04 Funeral and Bereavement Leave**

In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay. The length of such absence shall be up to five (5) days at the discretion of the employee. The term "immediate family" shall mean spouse, common-law spouse, parent, parent-in-law, child, sibling, sibling-in-law, child-in-law, grandparent, grandchild, parent's sibling, sibling's child, guardian, and any person who lives with an employee as a member of the employee's family.

Notwithstanding the foregoing, if the death is a case of spouse, common-law spouse, father, mother or child, the employee shall be entitled to one (1) week leave of absence with pay. It is understood that in the case of a part-time employee, the compensation shall be the average hours worked during the preceding four (4) weeks. Should the four (4) weeks preceding the week of the bereavement include authorized time off without pay, then the "four (4) week test" shall not include such absence.

Employees may split their entitled time off between bereavement and time of service. Bereavement leave need not be taken for attendance at a funeral service.

Employees may request up to five (5) working days of vacation time, banked overtime, sick time, “personal leave”, or unpaid leave for time off in the event of the death of other family members not listed above.

All family members listed in this article shall include “step” family members. For example, father also includes step-father.

Where an employee is required to travel as part of the grieving process, the Employer may grant additional unpaid time off to travel. Such requests shall not be unreasonably denied.

## **ARTICLE 17 – EXPIRATION AND RENEWAL**

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**17.01** Except as otherwise provided herein, this Agreement shall be effective from December 15, 2022 (unless specifically stated otherwise) to and including the 13<sup>th</sup> day of December 2025, and thereafter from year to year unless the notice hereinafter mentioned is given. If such notice is given, the provisions contained in this Agreement shall not be altered or changed until a new Collective Agreement is reached or a legal strike or lockout notice is given by one party to the other.

Subject to the foregoing, either party may, within four (4) months prior to December 13, 2025 or any subsequent anniversary thereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.


The Employer and the Union mutually agree to exclude the operation of Section 50 (2) and 50 (3) of the Labour Code of British Columbia Act and the same shall not be applicable to this Agreement.

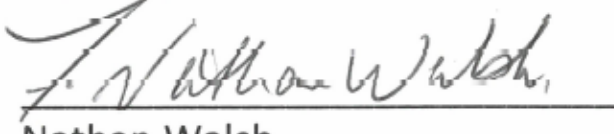
Signed on this 1<sup>st</sup> day of December 2022, in Richmond, British Columbia

For the Employer  
**CENTENNIAL FOODSERVICE**

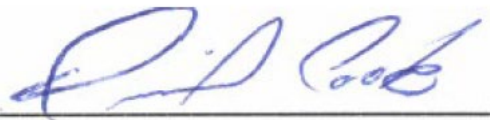
  
\_\_\_\_\_  
Brad Fielding


  
\_\_\_\_\_  
Greg Czarniecki

  
\_\_\_\_\_  
Steve Levis

  
\_\_\_\_\_  
Nathan Walsh

For the Union  
**UFCW LOCAL 247**

  
\_\_\_\_\_  
Dave Cook

  
\_\_\_\_\_  
Cathy Galang

  
\_\_\_\_\_  
Si Ng

  
\_\_\_\_\_  
Mike Toal

  
\_\_\_\_\_  
Dean Patriquin

## **LETTERS OF UNDERSTANDING**

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### **NO. 1 – RE: MAINTENANCE OF HEALTH AND WELFARE BENEFITS**

The Company shall maintain the general level of benefits currently in place pertaining to Health and Welfare, and Dental benefits for the term of this current Agreement.

The Union recognizes that from time to time the Company may change Insurance Underwriters whose detailed benefits schedules may vary between Companies. In addition, from time to time, certain coverages may be added or subtracted by the Underwriter for such things as specific dental or medical procedures, covered prescription drugs, rules of where and how drugs may be purchased (e.g.: if a drug card is introduced), etc. Such types of changes shall not be construed as being a change in the “general level of benefits currently in place” under this Letter of Understanding.

### **NO. 2 – RE: CERTIFICATION**

In the event the Centennial Plant at 108 – 12759 Vulcan Way, Richmond, B.C. is moved to another location in the lower mainland the Employer agrees that it will not oppose a variation sought by the UFCW Local 247 to amend the certification to reflect the change in civic address.

### **NO. 3 – RE: PRODUCTION MANAGER**

The parties agree to add a second position of Production Manager to the list of working manager positions listed in the collective agreement under Article 5.01 Wages paragraph 18.

This addition will be for the balance of the current collective agreement.

#### **NO. 4 – RE: DIGNITY AND RESPECT**

The Employer agrees that employees, the people who are a vital part of our success, must be treated with dignity, respect and fairness appropriate in the circumstances.

#### **NO. 5 – RE: PLANT CLEANING**

If the Company finds itself in the situation of being unable to properly staff the plant cleaning services, the Union will be contacted to discuss possible alternatives which may include contracting out these duties.

#### **NO. 6 – RE: SALESPERSON CLASSIFICATION**

Salesperson is a classification that is included in the bargaining unit and covered by the terms and conditions of the Collective Agreement unless mutually agreed otherwise between the Employer and the Union.

Due to their unique role, Salespersons have unique terms and conditions of employment that do not apply to other employees in the bargaining unit. Offers of Employment affecting Salespersons shall be consistent with the terms of this Letter of Understanding, and a copy of these documents shall be provided to the Union Representative upon request.

The parties hereby agree to codify the terms and conditions of employment for all current Salespersons and provide for the following:

## 1. Base Salary and Commission

With respect to the Salesperson, it is understood that the total compensation including all incentive programs will on an annual basis result in earnings of no less than the rates stipulated in the collective agreement.

Commission will be paid for selling profitable drops, the continued growth of active accounts, and employer contests. Employees may be paid a weekly commission guarantee regardless of actual commissions earned or a regular commission program. Commission arrangements will be set out in writing between the Employer and the employee and disclosed to the Union upon request.

## 2. Performance Bonus

Employees will maintain eligibility for the quarterly Category Sales Incentive (CSI) and other contests and incentive programs if offered by the company.

Bonus(es) shall be at the sole discretion of Senior Management of the Company. As such, there is no guarantee of any monetary amount that will be paid under the Bonus and therefore, no reliance or any expectation should be construed from this Letter of Understand or a resulting letter of offer.

Further the company retains the right to change bonus structure(s) at its sole discretion.

No entitlements under the Bonus Plan shall be payable unless the Employee remains actively employed on the date of payment of the said bonus, and the Employee shall not



be entitled to receive a pro rata portion of the bonus for any period of employment predating the payment of the Bonus. Without limiting the generality of the foregoing, any Bonus Plan entitlement shall only continue to accrue or be payable up to the later of (i) the date designated by the Employer as the effective date on which the period of employment ends, or (ii) the minimum period prescribed by the Employment Standards Act, if any.

3. Vacation Entitlement

Vacation pay and time entitlements shall be as set out in the Collective Agreement.

4. Benefits

Extended health and dental benefits shall be as set out in the Collective Agreement.

5. Union Membership

Union membership requirements shall be as set out in the Collective Agreement and the *BC Labour Relations Code*.

6. Pension

Pension and retirement planning options shall be as set out in the Collective Agreement.

7. Probation and Termination

All employees are subject to a probation period as set out in the Collective Agreement.

Termination of employment shall only be with just cause and shall be subject to the terms and conditions set out in

the Collective Agreement, including the discipline provisions and the grievance procedure. For additional clarity, continued poor performance that is not remedied shall be considered just cause that will be subject to the grievance procedure and disciplinary/corrective steps.

Employees may resign with two (2) weeks' notice and remain in good standing, as per the BC Employment Standards Act.

No employee shall be required to relinquish any statutory right to which they may be entitled under any applicable law.

#### 8. Vehicle Allowance and Insurance

If applicable to the role, Salespersons will receive a car allowance based on the car allowance schedule determined by the company to defray costs of travel on company business.

Employees will be expected to have the use of a reliable vehicle and carry the appropriate insurance coverage with a minimum \$2,000,000.00 liability. The Employer may determine the type of vehicle used for work in respect of managing fuel consumption and appropriateness. Employees will provide proof of insurance upon request.

Car allowances follow an established company scale, which you may review with your Sales or General Manager with or without your Union Representative or Shop Steward.

9. Gas Card

If applicable to the role, Salespersons will be given a company gas card which is to be used for business purposes only, Monday through Thursday.

10. Cell Phone

Salespersons will receive a cell phone allowance of forty dollars (\$40.00) bi/weekly via payroll.

11. Parking Expenses

If applicable to the role, Parking expenses will be covered by the company, depending on the location of your work, and may be submitted and paid through Accounts Payable.

12. Non-Solicitation and Confidentiality

Non-Solicitation and confidentiality requirements shall be reasonable and subject to the grievance procedure.

To enable competitiveness and to attract employees, should the Employer wish to improve terms and conditions of employment for salespersons, the Employer will notify the Union of the proposed change, and the parties will discuss implementation of the improvements and how they may be applied to other members of the bargaining unit in the Salespersons classification.

It is understood that, if an employee is receiving a benefit that is greater than any term or condition set out in this Letter of Understanding, they shall not have such benefit reduced on account of this Letter of Understanding.

## **NO. 7 – RE: DO NOT OFFER LIST**

In administering the provisions around the offering of overtime and call-in work by seniority, there will be a “Do Not Offer” List posted in the lunchroom.

Employees who do not wish to be offered overtime or call-in work may place their names on this list, which shall mean that they waive their seniority rights to that additional work.

An employee may remove their names from that list at any time, which shall mean that their seniority rights in the offering of additional work shall be re-established. The employee will provide written notification to the company to remove their name from the list, which will be effective the following day.


Nothing in this Letter of Understanding shall be used to circumvent Article 4.05 (Overtime Pay) by any employee.


**AS TO ALL LETTERS OF UNDERSTANDING**


Signed on this 1<sup>st</sup> day of December 2022, in Richmond, British Columbia


For the Employer  
**CENTENNIAL FOODSERVICE**


For the Union  
**UFCW LOCAL 247**

  
\_\_\_\_\_  
Brad Fielding


  
\_\_\_\_\_  
Dave Cook

  
\_\_\_\_\_  
Greg Czarnecki

  
\_\_\_\_\_  
Cathy Galang

  
\_\_\_\_\_  
Steve Levis

  
\_\_\_\_\_  
Si Ng

  
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Nathan Walsh

  
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Mike Toal

  
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Dean Patriquin

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## **Centennial Foodservice Contact Numbers**

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### **Timecard inquiries**

Phone: 604.238.3183

Email: [helen.phung@centfs.com](mailto:helen.phung@centfs.com)

### **Centennial Foodservice Payroll**

Bonnie Wheaton, Total Rewards Manager

Phone: 1.403.287.4643

[bonnie.wheaton@centfs.com](mailto:bonnie.wheaton@centfs.com)

### **General staff inquiries**

Phone: 604.238.3183

Email: [helen.phung@centfs.com](mailto:helen.phung@centfs.com)

### **Employee Assistance Plan (EAP)**

Phone: 1.844.880.9142

### **Pension Plan**

Canadian Commercial Workers Pension Plan (CCWIPP)

#### **Plan Administrator**

Phone: 604.945.7607 or 1.800.663.7977

[www.ccwipp.ca](http://www.ccwipp.ca)