

COLLECTIVE AGREEMENT

BETWEEN



DONALD'S FINE FOODS
(hereinafter referred to as "the Employer")

AND



**SERVICE, HEALTH AND ALLIED WORKERS'
UNION, LOCAL 501 AFFILIATED WITH THE
CHRISTIAN LABOUR ASSOCIATION OF
CANADA (C.L.A.C.)**

(hereinafter referred to as "the Union")

May 23, 2012 – May 22, 2015

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ARTICLE 1- PURPOSE

1.01 The purposes of the Collective Agreement are to promote harmonious relations between the Employer and employees, to establish an orderly collective bargaining relationship, to ensure the peaceful settlement of disputes and grievances, and to set forth an Agreement covering rates of pay and other working conditions.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the sole bargaining agent for the Donald's Fine Foods employees as identified on the Certificate provided by the BC Labour Relations Board dated October 24, 2011.

2.02 The Union recognizes and agrees that, except as abridged or modified by this agreement, all of the rights which the Employer has prior to the signing of this agreement are retained solely by the Employer. Without limiting the generality of the foregoing, the Employer reserves the sole and exclusive right to operate and manage the business in all respects, including the right to hire employees; to direct and schedule the work force; to promote, demote, transfer and lay off employees; to discipline and dismiss employees for just and reasonable cause; to make, publish, revise and enforce reasonable rules and regulations governing the conduct of employees and the operation of the business; to assign to jobs; to increase or decrease the working forces; and to determine the products to be handled, subject only to the provisions of this Agreement.

ARTICLE 3 - SCOPE

3.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.

3.02 The parties agree that the Employment Standards Act forms part of this collective agreement in respect to hours of work or overtime, statutory holidays, annual vacation or vacation pay, seniority retention, recall, termination of employment or layoff, except those provisions specifically modified by this Collective Agreement.

ARTICLE 4 - UNION REPRESENTATION

- 4.01 The Union will notify the Employer of the names of all shop stewards elected or appointed by the Union.
- 4.02 The Employer will allow the Union reasonable access to the plant for the purpose of conducting Union business. The Union will provide advance notice of its interest in entering the plant, and will receive approval before doing so. It is agreed that these visits will not interfere with operations.

ARTICLE 5 - STRIKES OR LOCKOUTS

- 5.01 In accordance with the B.C. Labour Relations Code, there must be no strikes or lockouts so long as this agreement continues to operate.

ARTICLE 6 – UNION DUES

- 6.01 The Employer will deduct from each employee's pay cheque the amount of union dues established by the Union.
- 6.02 Dues shall be deducted bi-weekly for the 26 pay periods of each year. Deductions shall be forwarded to the Union no later than three business days following the pay date, together with a printed statement listing names of employees for whom deductions were made.

ARTICLE 7 – SENIORITY

- 7.01 Seniority is defined as an employee's length of service in the bargaining unit since the most recent date of hire. If two (2) or more employees have the same length of service, the employee whose birthday occurs first in the year shall have the greater seniority.
- 7.02 New employees will be required to serve a probationary period of sixty (60) days worked. Probationary employees are covered by the Agreement excepting those provisions which specifically exclude them.
- 7.03 During the probationary period, an employee may be dismissed on grounds of unsuitability. The suitability of a probationary employee shall be determined by the Employer; however the Employer shall not act in a manner which is arbitrary, discriminatory, or in bad faith.

- 7.04 Once each quarter the Employer will provide the Union with a list consisting of the name, date of hire, job classification and employment status of all employees in the bargaining unit.
- 7.05 Seniority rights shall cease, and employment shall be terminated, for any employee who:
- a) resigns or is dismissed for cause;
 - b) is laid off for a continuous period of more than six (6) months.
 - c) fails to return from layoff within five (5) days of recall, or cannot be located after reasonable effort on the part of the Employer. Reasonable effort shall be telephone calls and if necessary, a letter delivered to the employee's last known address.
 - d) Is absent without leave for more than 3 working days unless a reasonable explanation for the absence is provided.

7.06 Layoff and Recall

- a) The Employer will provide the Union with at least three (3) days notice of the intention to reduce the size of the workforce.
- b) Probationary employees shall be laid off first. If further reductions are necessary, employees will be laid off in reverse order of seniority provided that the employees who remain have the necessary skills and qualifications to do the work.
- c) In cases of recall, the last employee laid off shall be the first employee recalled, provided the employee has the necessary skills and qualifications to do the work.

ARTICLE 8 – JOB CLASSIFICATIONS AND RATES OF PAY

- 8.01 Wages and job classifications are contained in Schedule A and Schedule B and form a part of this agreement.
- 8.02 The Employer recognizes the value of a skilled and motivated workforce. Whenever possible, employees will be provided with the opportunity to acquire training and skills in job classifications of interest to them.
- 8.03 When the Employer determines a need for additional employees in any job classification, it shall, subject to the needs of the business, present these opportunities to existing employees who:

- a) have expressed to the General Manager that they are interested in working in that job classification,
- b) have accepted temporary transfers to jobs in that job classification in order to acquire or improve the required skills, and to demonstrate their willingness and ability to learn the required duties.
- c) All of the above being equal, seniority shall prevail in assigning the job.

8.04 On The Job Training

- a) When an employee agrees to on the job training for a higher rated job classification, the employee may be paid at a rate that is less than the posted rate.
- b) The wages for employees in on the job training shall progressively increase to the posted rate as the employee acquires the required skills. In the event that the employee ultimately fails to qualify, they will be reassigned to a job classification where they are fully qualified.
- c) Employees will have a maximum period of ninety (90) days worked in which to qualify.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.01 Regular Work Shifts

A regular work shift shall be eight (8) consecutive hours per day and forty (40) hours per week.

9.02 Flexible Work Shifts

The Employer may implement Flexible Work Shifts consisting of rotating shifts of either ten or twelve hour days.

9.03 Flexible Shift Overtime

Overtime for employee's on Flexible shifts shall be calculated as follows:

- a) One and one-half times the employee's regular hourly rate:
 - i) Before or after scheduled shift times for shifts with ten hour work days,
 - ii) For time worked on the employee's first scheduled day off in a regular work week.

- b) Two times the employee's regular hourly rate:
 - i) After twelve (12) hours for 12 hour shifts.
 - ii) After eleven (11) hours for 10 hour shifts.
 - iii) For time worked on the employee's second day off in a regular work week.

9.04 Flexible Shift Rest Periods

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

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

9.05 Regular Shift Overtime

Employees on regular shifts shall be paid overtime as follows:

- a) One and one-half times the employees regular hourly rate:
 - i) Before or after eight (8) hours in a regularly scheduled work shift,
 - ii) After forty (40) hours in a regularly scheduled work week,
 - iii) For time worked on the sixth (6th) day of an employee's regularly scheduled work week.
- b) Two times the employee's regular hourly rate:
 - i) After eleven (11) hours in a regularly scheduled work shift,
 - ii) After forty-eight (48) hours in a regularly scheduled work week,
 - iii) For time worked on the seventh (7th) day of an employee's regularly scheduled work week.

9.06 Regular Shift Rest Periods

Employees on regular shifts will be provided with either two or three rest periods each shift.

a) Three Rest Period Shifts

Employees on three rest period shifts will be entitled to a paid fifteen (15) minute rest period twice each shift and an unpaid thirty (30) minute meal break. The meal break will be taken approximately mid-

shift, and the fifteen (15) minute rest periods will be taken approximately mid-way before and after the meal break.

b) Two Rest Period Shifts

Employees on two rest period shifts will be entitled to a thirty (30) minute paid rest period and a thirty (30) minute unpaid rest period once each shift. Rest periods will be taken approximately one-third and two-third's of the way into the shift.

The unpaid 30 minute rest period will be taken first, and the paid 30 minute rest period will be taken second. The paid rest period will only be payable for shifts of at least six hours. In the event that a shift is more than three hours but less than six hours and a paid rest period has not been taken, the employee shall receive 15 minutes of pay.

c) The Employer will provide two (2) weeks notice by way of a memorandum on the Bulletin Board before changing the rest periods for a shift.

9.07 All employees will be provided with a written form detailing their shift start time, rest period provision and work week schedule.

9.08 Shift or start times shall not be changed without at least twenty-four (24) hours prior notice. In the event that an employee's shift or start time must be changed with less than 24 hours prior notice, time and one-half shall be paid for hours worked outside of the existing shift or start time.

9.09 Distribution of Overtime

a) When overtime is necessary in any job, the overtime shall be assigned to the employee who was performing the job in the regular hours preceding the overtime period.

b) If the job requiring overtime was not occupied in the regular hours prior to the overtime period, or if there is more than one employee occupying similar jobs where overtime is required, the senior qualified employee in that department shall have the first opportunity to work the overtime. If in this process a sufficient number of employees are not found, then the Employer shall assign the overtime to qualified employees in reverse order of seniority.

c) Wherever possible, the Employer will notify employees of impending overtime one (1) hour in advance.

- 9.10 If an employee is expected to work more than one hour beyond the end of a shift, a paid fifteen (15) minute rest period shall be provided. In addition, if an employee works overtime such that the employee is working more than five (5) hours since the last thirty (30) minute rest period, then a further fifteen (15) minute paid rest period will be provided and the Employer will either provide a meal, or pay a \$6.00 meal allowance.
- 9.11 Unless an employee has been previously notified not to report to work, an employee reporting for work at a scheduled starting time and finding no work, or if less than four (4) hours work is available, shall be paid four (4) hours at the applicable rate.
- 9.12 An employee called back to work after leaving the plant following a regular shift, shall be paid a minimum of four (4) hours at the applicable overtime rates.

ARTICLE 10 - VACATIONS AND VACATION PAY

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

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

- 10.02 Vacation pay shall be paid out once per year. Vacation pay earned in the previous year shall be paid out by payroll deposit with a covering statement of deductions no later than fourteen (14) business days after the employee's seniority date.
- 10.03 Vacation will not be carried over from year to year.
- 10.04 Employees whose employment terminates before the end of any vacation year shall receive vacation pay in accordance with the percentages set out in Article 10.01.
- 10.05 If a recognized statutory holiday falls during an employee's scheduled vacation, the vacation will be extended by one day, either at the beginning or the end of the vacation; or the employee may choose to take the day at another time to be determined by mutual agreement with the Employer.

10.06 Vacation Planning

- a) A Vacation calendar will be posted no later than January 31st each year.
- b) Employees will make their vacation selections by February 15th.
- c). If an employee's request for vacation has not been approved in this process, they have until March 1st to select an alternative period.
- d) Seniority shall prevail when granting vacation requests. Vacation requests will be granted subject to the requirements of the business.
- e) The vacation schedule will be finalized by March 1st. Vacation requests received after that date will be granted at the discretion of the Employer.

ARTICLE 11 – STATUTORY HOLIDAYS

11.01 Statutory holidays recognized by the Employer are:

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

Any additional statutory holidays declared by the Federal government shall be recognized by the Employer and dealt with under the provisions of Article 11.02.

11.02 If the statutory holiday falls on a regularly scheduled work day and the plant remains open, employees working a regular shift on that day will be paid two and one-half (2 ½) times their regular rate of pay.

11.03 An employee who has worked ten (10) of the thirty (30) calendar days prior to the statutory holiday is eligible for holiday pay.

11.04 An employee shall not be eligible for statutory holiday pay if absent on the scheduled work shift immediately prior to or after the holiday unless the employee received permission from the Employer to be absent, or was absent due to sickness or other good cause arising from circumstances beyond their control. In such cases, the Employer may require valid evidence to support the employee's claim.

11.05 Subject to the provisions of articles 11.03 and 11.04, all employees will receive a floating holiday in lieu of the Remembrance Day and Boxing Day holidays. These floating holidays must be taken in the twelve (12) month period following November 11th and December 26th or the eligibility is lost.

Any new holiday proclaimed by the BC Provincial government will be recognized and accommodated in this same manner.

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

b) Employees must submit a signed and dated Floater Request Form at least fourteen (14) days in advance of the requested day off. The floating holidays are to be scheduled by mutual agreement between the Employer and the employee; however a sincere effort will be made to grant the time requested by the employee.

ARTICLE 12 – GRIEVANCE AND ARBITRATION

12.01 Grievance Procedure

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

STEP ONE

The employee, with the assistance of a shop steward if desired, will discuss the matter with management in an attempt to reach a resolution.

STEP TWO

In the event a resolution is not reached in Step One, the grievance shall be placed in writing and presented to management. Subsequent to receiving the formal grievance, management will schedule a meeting with the employee and Union representatives in a further attempt to resolve the issue.

STEP THREE

In the event the grievance is not resolved at Step Two, then the Union or the Employer may refer the grievance to arbitration by providing the other with written notice of their intentions to arbitrate.

12.02 Time Limits

- a) Complaints that are not resolved at Step One must be advanced to Step Two within five (5) work days of the event or issue giving rise to the complaint, or the date the complainant should have known of the matter giving rise to the complaint. Any complaint that is not advanced in this time period will be deemed to have been abandoned.
- b) Management will schedule a Step Two meeting, and provide a written response to the grievance within five (5) work days of receiving the grievance.
- c) Grievances that have not been resolved after Step Two must be advanced to Step Three within fourteen (14) work days of receiving the Employer's written response.
- d) Failure to adhere to the time limits for filing complaints and forwarding grievances to arbitration will result in the grievance or complaint being deemed to have been abandoned.

12.03 Arbitration

- a) The parties shall attempt to agree on the appointment of a single arbitrator. If agreement on an arbitrator has not been reached within fifteen (15) calendar days of the date on the notice of intention to arbitrate, either party may apply to the Minister of Labour to appoint the arbitrator.
- b) The decision of the arbitrator shall be final and binding. The arbitrator has no power to alter or amend the collective agreement.
- c) The cost of the arbitrator shall be paid equally by the Employer and the Union.

ARTICLE 13 – LEAVES OF ABSENCE

13.01 Bereavement Leave

- a) Employees who have completed the probationary period shall be given a three (3) day leave of absence with pay for bereavement in the event of the death of a husband, wife, child, step-child (including adopted children), mother, father, (including stepmothers and stepfathers), brothers, and sisters.
- b) Employees who have completed the probationary period shall be given a one (1) day leave of absence with pay for bereavement in the event of the death of a mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, and grandchildren.

- c) Bereavement Leave is only granted for bereavement at the time of the death of the relative, and when the employee would otherwise have been at work. Bereavement leave is not granted when the bereavement occurs while an employee is away from work on an approved absence.
- b) The Employer shall have the right to request and receive suitable evidence of bereavement in order to qualify.

13.02 Shop Steward Leave

Employees who have been elected or appointed as shop stewards shall be granted an unpaid leave of absence to attend one shop steward's convention each year. These leaves will be granted subject to the needs of the business, but in any case the leaves of absence will not be for periods longer than three (3) days.

13.03 Parental, Pregnancy and Jury Duty

Employees who have completed the probationary period will be granted unpaid leaves of absence for Pregnancy, Parental, and Jury Duty according to the Employment Standards Act.

13.04 General Leaves of Absence

The Employer may grant unpaid leaves of absence for reasons acceptable to the Employer. Such leaves will not be granted if they interfere with the requirements of the business or the vacation choices of other employees.

13.05 All requests for leaves of absence must be made in writing.

ARTICLE 14 – GENERAL

14.01 Joint Consultation

Pursuant to Section 53 of the BC Labour Relations Code, the parties to this agreement shall establish a Consultation Committee. The committee shall meet on the request of either party, but not less than once each quarter during the term of this agreement.

The purpose of the Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.

14.02 Compensation on Day of Injury

An employee who suffers a compensable injury requiring medical or hospital attention shall not incur any loss of regular pay for that day, provided the employee immediately reports the injury to First Aid and is given permission to be away from the job.

14.03 The parties agree to equally share the costs associated with printing the Collective Agreement.

14.04 Notification

Employees shall notify the Employer as soon as is practicable of any changes of address and telephone number. Failure to do so will relieve the Employer of any responsibilities it may have under this agreement that require communication with an employee who is away from the job.

14.05 All payments made to employees pursuant to this agreement will be made by direct deposit to the employee's bank account.

14.06 Footwear Allowance

Employees who have completed one (1) year of service will be provided reimbursement of \$100 each year towards the purchase of C.S.A. approved safety footwear.

ARTICLE 15-BENEFITS

15.01 Employees are eligible for coverage under the Benefits Program after completion of the probationary period. A booklet describing each plan and its terms and conditions will be provided to all eligible employees.

15.02 Benefit coverage is subject to the terms and conditions of the plans or insurance policies. Any disputes regarding the payment of benefits are a matter between the employee and the insurance carrier or provider, and are not subject to the grievance and arbitration articles of this collective agreement.

15.03 It is not intended that an employee receive wage loss payment from more than one source for the same period which exceeds 100% of normal wages. It is understood that in those situations, the insurance carrier may recover amounts in excess of 100% in accordance with the subrogation provisions of the plan.

- 15.04 Participation in the Long Term Disability, Life Insurance and Accidental Death and Dismemberment plans is mandatory. The Employer will pay 100% of the premium cost of providing the Life Insurance and Accidental Death and Dismemberment Plans. Employees will pay 100% of the premium cost of the Long Term Disability Plan.
- 15.05 Participation in the Extended Health and Dental Plan is voluntary. Employee's wishing to participate will pay 25% of the premium costs for these plans.
- 15.06 The Employer shall pay 100% of the premiums required for coverage under the British Columbia Medical Services Plan (MSP). This provision is subject to the condition that coverage for the employee and the employee's family is not available through the employee's spouse's plan at another place of employment.
- 15.07 Benefits shall continue for all employees on approved leaves or long term disability for a period of twelve (12) months from the date the absence from work commenced. During these absences employees must forward the required premiums for the benefit plans. In the event that premium contributions are more than three (3) pay periods in arrears, the employee's benefit coverage may be cancelled.
- 15.08 RRSP Contribution
- a) Participation in the Employer sponsored RRSP program is voluntary.
 - b) The Employer will match employee contributions to the employees RRSP to the following maximums:

<u>Length of Service</u>	<u>Employer contribution per bi-weekly pay period</u>
12 to 36 months	\$23.10
36 to 60 months	\$33.00
60 to 84 months	\$40.70
84 months or more	\$50.60

- c) If an employee makes a deduction from their RRSP they will be ineligible for employer matching contributions for a period of two years.

ARTICLE 16- DURATION

- 16.01 This agreement shall take effect as of the 23rd day of May, 2012 and shall remain in force until the 22nd day of May, 2015. If written notice to commence collective bargaining is not given by either party within four (4) months of the expiry of the agreement, then this agreement will be considered to have been extended for a period of one year.
- 16.02 Notwithstanding Article 16.01, all provisions of the expired collective agreement will remain in full force and effect until either a new collective agreement is negotiated or the parties engage in a lawful strike or lockout.
- 16.03 The operation of sections 50(2) and (3) of the British Columbia Labour Relations Code is specifically excluded.

SCHEDULE A

JOB CLASSIFICATIONS

PLANT

Quality Control

Certified Tradesmen – in trades required by the Employer

Refrigeration Operator

Maintenance Helper

PRODUCTION DEPARTMENT

Skilled Production Worker - Employees must be fully qualified in all jobs on the production line.

Semi-Skilled Production Worker - Employees must be able to perform at least 3 of the following jobs at line speed:

1. Pre-Trimming
2. Final Trim
3. Automatic Slicer Operator
4. Band Saw Operator
5. Skinner Operator
6. Trayer/Wrapper
7. Packaging/Label/Box Machine Operator

General Labour - General duty jobs such as; traying, wrapping, and boxing and un-boxing products, and shift sanitation duties.

WAREHOUSE DEPARTMENT

Skilled Warehouse Worker - Employees must be fully qualified in all jobs in the warehouse and possess valid licenses for a Counter-Balance Fork Lift, Power Jack and High Reach.

Semi-Skilled Warehouse Worker - Employees must be qualified and possess valid licenses for a Counter-Balance Fork Lift and Power Jack. Must be able to operate a hand jack, lift heavy items, operate an electronic hand scanner and conduct all shipping and receiving functions.

General Labour - General duty jobs such as order picking and scanning, inventory movement, and general warehouse sanitation.

Driver 1 - Drivers qualified and possessing a Class 1 license.

Driver 2 - Drivers qualified and possessing a Class 5 license with air-brake ticket.

SCHEDULE B

WAGE RATES

	May 23 2012	May 23, 2013	May 23, 2014
Production Department			
Skilled Worker	\$17.00	\$17.25	\$17.50
Semi-Skilled Worker	\$15.00	\$15.25	\$15.50
General Labour	\$13.00	\$13.25	\$13.50
Warehouse Department			
Skilled Worker	\$17.00	\$17.25	\$17.50
Semi-Skilled Worker	\$15.00	\$15.25	\$15.50
General Labour	\$14.00	\$14.25	\$14.50
Driver 1	\$21.00	\$21.25	\$21.50
Driver 2	\$18.50	\$18.75	\$19.00
Plant			
Quality Control	\$15.00	\$15.25	\$15.50
Certified Tradesman	\$28.00	\$28.25	\$28.50
Refrigeration Operator	\$21.00	\$21.25	\$21.50
Maintenance Helper	\$16.50	\$16.75	\$17.00

STARTING WAGE RATE

New employees shall be paid a start rate of \$2.00 per hour less than the job classification into which they have been hired. Employees will progress to the wage rate of their job classification over a two year period, with wage increases occurring every six months in an amount equal to one quarter of the difference between their start rate and the wage rate of their job classification.

WAGE PREMIUMS

- 1) Skilled Warehouse Workers who are assigned to work primarily in the freezer will be paid a premium of \$1.00/hour.
- 2) Warehouse Workers who are designated by the Employer as Forklift Trainer will be paid a premium of \$0.25/hour.
- 3) Employees who are designated by the Employer as Team Leader will be paid a premium of \$1.50/hour.

4) Employees who are designated by the Employer as First-Aid Attendant will be paid a premium of:

- a) Level 1 - \$0.25/hour
- b) Level 2 - \$0.50/hour

WAGE TRANSITION AGREEMENT

1. All employees shall have their wages adjusted pursuant to this wage schedule on the date of ratification.
2. Employees who would otherwise not experience a wage increase after making these changes will be provided with a wage increase of \$.25 per hour on the following terms:
 - a) The increase will not apply to employees whose wage rate is at or above the new rates for their job classification.
 - b) The increase shall not raise the employee's wage rate to an amount that is more than the wage rate for their job classification.
 - c) The employee's next scheduled wage increase will be reduced by \$.25 per hour.

SCHEDULE C

ATTENDANCE BONUS

Purpose

The Attendance Bonus program provides employees with the means of accumulating additional earnings each month that can be used by the employee to offset a loss of earnings when they are absent due to incidental illness or injury.

Payment and Qualification

Employees will receive a bonus payment of \$40.00 per pay period for perfect attendance. In order to qualify, the employee must not be absent or late at any time during the pay period. The bonus is pro-rated for absences due to vacation or approved leaves of absence.

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