

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SUN - RYPE PRODUCTS LTD.**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**TERM OF AGREEMENT**  
**September 1, 2012 - August 31, 2020**

**WALTER CANTA**  
**Secretary-Treasurer**

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**THIS AGREEMENT** made this 1<sup>st</sup> day of September 2012.

**BETWEEN:**           **SUN-RYPE PRODUCTS LTD.**  
Head office, Kelowna,  
in the Province of British Columbia

(hereinafter referred to as the "Company")

PARTY OF THE FIRST PART

**AND:**               **TEAMSTERS LOCAL UNION No. 213**  
Vancouver and Kelowna,  
in the Province of British Columbia

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

**WITNESSETH**       That in consideration of the Covenants mutually agreed to hereinafter, it is  
**HEREBY AGREED** between the Company and the Union as follows:

#### **ARTICLE 1.00 - BARGAINING AGENCY AND DEFINITION**

- 1.01 The Company recognizes the Union as the sole bargaining agent for those employees covered by the certification and working at the classifications listed in Schedule "A", and for such other employees as may be assigned to new classifications coming under the Union's jurisdiction.
- 1.02 The term "employee" as used in this Agreement shall apply to any person performing work in any job which comes within the scope of such Certificate and Schedule "A" of this Agreement.
- 1.03 Whenever the masculine pronoun is used it shall also mean the feminine pronoun.

#### **ARTICLE 2.00 - UNION SECURITY**

- 2.01 All employees and probationary employees shall be required to join the Union after fifteen (15) days of work within the bargaining unit, and shall remain members of the Union in good standing.
- 2.02 The Company shall obtain completed application forms for Union membership from all new employees, and forward same to the Union office. The Union shall provide the Company with the necessary forms.
- 2.03 All employees referred to above will be required to sign authorization for checkoff of Union dues and levies, which may be levied by the Union in accordance with its Constitution and/or By-Laws. Such checkoff shall be irrevocable during the term of this Agreement. The Company will deduct Union Dues, initiation fees, and/or assessments from the wages paid to employees.
- 2.04 The Company agrees that it will deduct the Union dues payable from the employee's first pay cheque received in each calendar month. Within seven (7) days of the payday the Company

will transmit to the Union the total sum of the amounts so deducted, along with a list of the employees from whom the deductions were made.

- 2.05 The Company will provide reasonable time for the Chief Shop Steward or his designate to meet with all new employees during their new employee orientation session.

### **ARTICLE 3.00 - MANAGEMENT RIGHTS**

- 3.01 The management of the Plant and the direction of the working forces, including the right to select, to hire, to suspend, or to discharge for cause, to promote, to assign, and to reassign employees to jobs, to transfer employees from department to department, to increase and to decrease the working force, to determine the product to be handled, produced, processed or manufactured, the schedule of production, and the methods, processes, and means of production or handling, are vested exclusively in the Company, subject to the provisions of this Agreement.
- 3.02 The Company agrees that their function will be exercised in a manner consistent with the provisions of the Collective Agreement.

### **ARTICLE 4.00 - GENERAL PROVISIONS**

- 4.01 The Company or the employee agrees not to enter into any agreement or contract, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void.
- 4.02 There shall be no strike by the employees, and no lock-out by the Company, during the term of this Agreement.
- 4.03 The Company agrees that in the event of a legal strike among the employees of a concern with which the Company is doing business, it will not require, or in any way force or compel members of the Union to service such a strike-bound firm by crossing any legal picket line(s).
- 4.04 Where the Union is aware of any labour dispute which may involve the Company in any way, it shall immediately be referred by the Union representative to the Management of the Company for joint discussion and consideration.
- 4.05 The Union agrees that in the event the Company becomes involved in a controversy with another Union, the Union will do all in its power to help effect a fair settlement.
- 4.06 The Employer agrees that there shall be no discrimination against Union members for continued employment, promotion or transfer, or in the hiring of new employees.
- 4.07 The Company and Union agree to create a regular labour/management meeting for the purpose of developing better relationships between the parties. If either party is dissatisfied with the effectiveness of this forum, they may request the involvement of a mediator (Garnet Zimmerman or other as mutually agreed).

**ARTICLE 5.00 - DISCIPLINE AND DISCHARGE**

- 5.01 No employee shall be disciplined or discharged without just cause.
- 5.02 If any employee is discharged and the employee believes he was unjustly dealt with, such discharge may initiate a grievance and any such case shall be dealt with starting at Step 4 of the grievance procedure.
- 5.03 The Company shall allow disciplined or discharged employees to consult with a Shop Steward, prior to the recorded discharge or recorded discipline.
- 5.04 A disciplinary notice in an employee's file will be disregarded after eighteen (18) months provided the employee does not receive a disciplinary notice of the same nature. The Union shall receive a copy of all disciplinary notices.

All coaching notices that may lead to discipline will be removed after eighteen (18) months. Any coaching notice that is used for discipline will be copied to the Union and employee.

**ARTICLE 6.00 - UNION JURISDICTION****6.01 Shop Stewards**

- (a) There shall be Shop Stewards appointed by the Union to a maximum of twelve (12) to cover all departments, to see whether the members of the Union and the Company live up to the provisions of this Agreement, and to report any infractions of such provisions and rules to the employee's immediate supervisors, who shall promptly deal with same. A Shop Steward shall be elected by the Union members in the department concerned, failing which a Shop Steward may be appointed by the Union and shall be an employee in the bargaining unit. There shall be no discrimination against a Shop Steward for Union activities. The Union shall advise the Company of the list of Stewards and the departments they cover.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement. The Shop Steward shall report to the Union officers any violation of this Agreement.
- (c) The Union Negotiation Committee shall consist of three (3) Shop Stewards and the Chief Shop Steward. The Union Negotiation Committee shall accompany Union officials on all negotiations between the Company and the Union. The Company shall reimburse the members of the Union Negotiation Committee for all wages lost during negotiations and the Company shall recover such cost from the Union at the completion of negotiations.
- (d) The Chief Steward shall for the purpose of layoff only, have super seniority for the term of his elected position. In order to maintain sound labour relations the Company will assign the Chief Steward to a day shift position if requested by the Union, if a suitable day shift position for which the Chief Steward is qualified and able is available. This assignment could change the work assignments of other employees from that to which

they would otherwise be entitled. The Chief Steward will receive his regular hourly rate, including premiums, or the rate for the day shift position, whichever is greater.

- (e) The Chief Shop Steward and Shop Stewards will be provided reasonable time to conduct the business of the Union relating to the bargaining unit employees provided that the continuous operation of the Plant are not disrupted. Where such discussions will impact the continuous operations, the Steward shall work with his supervisor to make suitable arrangements for appropriate time while on shift. While conducting this business these Stewards will be paid the rate they would receive while working that day.
- (f) At the request of the Union, time off without pay will be provided for Shop Stewards to attend meetings, subject to the operational and scheduling requirements of the Company.

6.02 Company personnel outside of the bargaining unit shall not perform work in the bargaining unit, except for work as follows:

- (a) Instruction and training of employees
- (b) Performance of experimental and development work
- (c) Emergency conditions which will endanger life, property or the operation where it would cause a shutdown in part or as a whole
- (d) When suitable direct labour is not immediately available.

The terms of this Article will not be used to remove work from the bargaining unit or to reduce the regular or overtime earnings of any employee.

6.03 Bargaining Unit Work

If a Supervisor or Company personnel outside the bargaining unit performs work of the bargaining unit except as provided in Article 6.02, the Company agrees to pay eight (8) hours pay to the senior employee on lay-off at such employee's applicable rate of pay for each day in which such work is performed.

6.04 Work on a Contract Basis

- (a) The Company agrees that cartage work presently performed by members of the bargaining unit, with the exception of the hauling of garbage and refuse, will not be let out to contract or carried out by hired equipment, if appropriate Company equipment is available for this work, and members of the bargaining unit normally performing this work would be laid off as a result.

Should it become impossible for the Company to hire outside equipment locally from:

- (i) Companies or owner-operators with employees under agreement to Teamsters Local Union No. 213; or

(ii) Members of Teamsters Local Union No. 213,

then the Company shall be free to use outside equipment from

- Companies or owner-operators with employees under agreement to another Teamsters' Local or;
- Members of another Teamsters' Local.

(b) (i) If the Company plans to contract out work that does not fall within the Union's jurisdiction, the Company shall notify the Union by forwarding a Communications Form to the Union at least fourteen (14) days prior to the estimated start date of the planned work to be contracted out. Wherever possible, a dispute over whether the contracted out work falls within the Union's jurisdiction or not shall be resolved before the commencement of the work.

(ii) The contracting out of work other than cartage, which falls within the Union's jurisdiction, shall require the consent of the Union. Except in emergency situations, the Company shall forward a Consent Form to the Union at least fourteen (14) days prior to the estimated start date of the planned work to be contracted out. The Consent Form will identify the estimated start and finish times of the planned work to be contracted out. If the work goes beyond the estimated finish time, another Consent Form must be submitted to the Union. When the contracting out of work does not affect either the number of Union members on the active payroll, or the return to the active payroll of members on layoff (which may include the redeployment of qualified employees to facilitate a recall), then consent to contract out shall not be withheld providing the work is being done by Union personnel wherever possible. Wherever possible such contract work shall be carried out by members of a Union affiliated to the B.C. and Yukon Building Trades Council. Wherever possible, disputes arising from this provision shall be resolved prior to the commencement of the work.

(iii) Unresolved disputes as described in (i) and (ii) foregoing shall be finally resolved by an Umpire who shall hear from both parties and make a binding decision within seven (7) days of being notified of the dispute. The costs and expenses of the Umpire shall be shared equally between the Company and the Union.

(c) Trucking Operations

With the exception of the transporting of raw fruit from the Okanagan Tree Fruit Company Ltd. (Kelowna location) to the Kelowna Plant, the Company agrees that no other hauling of raw fruit or juice to the Plant shall be undertaken by non-members of the Union. The delivery of grower-owned fruit to the Plant by the grower of such fruit shall continue as at present. It is understood and agreed that raw fruit or juice referred to under this Article does not include imported raw fruit or juice.

If all available Company equipment currently used for apple hauling, including the dependent contractor, is being utilized, then the Company may, from time to time, be required to move fruit by alternate sources due to the requirements of crop size and



other seasonal factors. The Company will maintain the current level of equipment presently in operation (B-train and three (3) tractors).

#### 6.05 Inspection Privileges

The authorized Business Agent of the Union shall be permitted reasonable time to visit members regarding Union business during working hours, after notifying Management. The Business Agent will cooperate to ensure that Plant operations are not disrupted.

#### 6.06 Union Bulletins

The Company agrees that the Union shall have the right to use a secured bulletin board in the main plant and the warehouse for posting notices of official Union business. Such notices shall only be posted by authorized representatives of the Union.

### **ARTICLE 7.00 - GRIEVANCE PROCEDURE**

7.01 Whenever any dispute arises between the Company and the Union or between the Company and one (1) or more employees, the employee(s) shall continue to work while the grievance is being processed in accordance with the grievance process.

7.02 There shall be a Grievance Committee comprised of Shop Stewards only. The Chairman of this Committee shall be the Chief Shop Steward who will be elected at large.

7.03 Disputes or differences concerning the interpretation, application, operation, or alleged violation of the Agreement shall be resolved according to the following procedure:

Step 1 The employee and his immediate supervisor, with or without a Department Shop Steward (the employee may request a different Shop Steward on shift if the preferred Shop Steward on shift is not available), shall discuss the employee's grievance within eight (8) of the employee's working days of the event giving rise to the grievance.

It shall be the joint responsibility of the supervisor and the Shop Steward signing the grievance form to fully investigate the circumstances of the grievance.

The supervisor will then accept or reject the grievance based upon the information obtained. The Company must respond to the grievance within five (5) working days of its date of filing, or such longer time as the Parties may mutually agree.

If the supervisor and employee agree upon a course of action to correct the problem, they may proceed to take the necessary actions, which will be documented and filed.

Step 2 If the employee and his immediate supervisor are unable to agree on a course of action to resolve the employee's grievance, the Step 2 portion of the grievance form must be completed and filed with the supervisor within five (5) working days of the failure to resolve the grievance at Step 1.

The Step 2 meeting must be held within five (5) working days of the request, or such longer time as the Parties may mutually agree. The meeting should be attended by the Department Manager, Supervisor, Chief Shop Steward, shop steward and grievor. Any attendee may designate an alternate to attend in his place.

The Company must respond to the grievance within five (5) working days of the Step 2 meeting, or such longer time as the Parties may mutually agree.

**Step 3** If a settlement has not been reached under Step 2, the Union, if it wishes to continue the grievance must have a Grievance Committee meeting. The meeting must be held within thirty (30) calendar days from the Company reply at Step 2 or such longer time as the Parties may mutually agree.

The meeting should be attended by the Chief Shop Steward and three (3) additional stewards. Any attendee may designate an alternate to attend in his place.

The Union must respond to the grievance on the Step 3 portion of the grievance form within five (5) working days of the Step 3 meeting, or such longer time as the Parties may mutually agree.

**Step 4** If a settlement has not been reached under Step 3, the Union if it wishes to continue the grievance must request a Step 4 meeting in writing using the grievance form within ten (10) working days. The meeting must be held within thirty (30) calendar days of the request or such longer time as the Parties may mutually agree.

The meeting should be attended by the Plant Manager, Employee Relations, Department Manager and/or Supervisor, the Business Agent, the Chief Shop Steward and/or Shop Steward involved in the grievance, and the grievor. Any attendee may designate an alternate to attend in his place.

If no solution is reached at Step 4 within ten (10) days, or such longer time as the Parties may mutually agree, the Parties may agree to resolve the grievance through mediation or Article 7.05. If neither option can be agreed upon, the grievance will be resolved in accordance with Article 8.00 of this Collective Agreement.

- 7.04 (a) A copy of the time record of any employees whose hours of work and/or rate of pay are subject of a grievance, shall be made available to the Union on loan, if required.
- (b) When a grievance which affects the rate or pay or classification of an employee is not settled under the first step but is, in subsequent grievance procedure, settled with a resultant increase in wages to the grievor, such increase shall be paid retroactively to the date on which the grievance was first submitted or the new classification was established.

## 7.05 Grievance Panel

- (a) Prior to proceeding to arbitration, the grieving party may request within fifteen (15) working days of receipt of written notice of the Company's decision from Step 4 of the Grievance Procedure, and if mutually agreed, that the grievance be referred to the Joint Grievance Panel established for this purpose by the Company and the Union.
- (b) The Joint Grievance Panel shall be composed of four (4) persons, two (2) of whom shall be selected by the Company and two (2) by the Union. In the event that four (4) persons are not available, the Joint Grievance Panel shall be composed of two (2) persons, and one (1) of whom shall be selected from the Company and one (1) from the Union.

The Company shall not select a representative from the Company involved nor will the Union select a representative from the Local involved.

- (c) The Joint Grievance Panel shall meet to hear and determine the grievance and render a decision after hearing the matter brought before it.
- (d) The majority decision of the Joint Grievance Panel on the disposition of a grievance shall be final and binding upon the parties and shall have the same effect as a decision rendered by an arbitrator. Decisions of the Joint Grievance Panel shall not be used as precedents.
- (e) If the Joint Grievance Panel is unable to reach a majority decision as outlined above, the grieving party may proceed to arbitration by informing the other party in writing within five (5) working days of the Grievance Panel's notice of same.
- (f) The Joint Grievance Panel shall be governed by the rules of procedure and conduct of proceedings established for the Panel.
- (g) Each party shall be responsible for one-half of the cost of the administration of the Panel. Each party shall be responsible for the costs of its representatives and/or witnesses.

## ARTICLE 8.00 - ARBITRATION

- 8.01 The Party desiring arbitration shall advise the other party in writing within fifteen (15) working days of receipt of the other party's written decision following the Step 4 meeting of the grievance procedure.
- 8.02 If the parties fail to agree on a specific Arbitrator, either party shall apply to the Labour Relations Board to appoint an Arbitrator.
- 8.03 The Arbitrator shall sit, hear the parties, and make his award as soon as it is reasonably practical.
- 8.04 The Arbitrator shall deliver his award in writing to each of the parties and they shall carry it out forthwith.

8.05 Each Party shall pay its own costs and expenses of arbitration and one-half (½) the remuneration, expenses and disbursements of the Arbitrator.

#### **ARTICLE 9.00 - SAFETY AND HEALTH**

- 9.01 The Company agrees to keep the plant healthful, heated, sufficiently ventilated and in well-lighted condition at all times. Particular attention is to be paid to the question of sanitation. Where the present existing conditions are not satisfactory, the matter will be referred to the Chief Shop Steward. Employees and Management will make every effort to co-operate in the matters of cleanliness, sanitation and health and safety.
- 9.02 The Company shall establish and continue to have a Safety Committee of which Management personnel shall not outnumber Union members. This Committee shall meet on a monthly basis and operate as required by the Workers' Compensation Board regulations. There shall be at least one (1) Union Steward on the Committee.
- 9.03 The Company maintains the right to designate a qualified employee by seniority to act as a First Aid Attendant on each shift. An employee designated as the First Aid Attendant on a shift shall receive the applicable First Aid Attendant's premium shown in Schedule "A" of this Agreement for the duration of the shift. Any First Aid Attendant designated as such for part of a shift will receive the premium for the whole shift.
- 9.04 To ensure the safety of employees working in isolation appropriate arrangements for contact and communication with such employees, sufficient to meet or exceed WCB requirements, will be established and followed where required.
- 9.05 No employee shall be disciplined or discharged for refusal to work on a job or in any workplace or to operate any equipment which is unsafe where it would be contrary to applicable Federal, Provincial and Municipal Legislation or Regulations. Where, in such circumstances, the employee does not work, he shall not suffer a loss of pay.
- 9.06 The Workers' Compensation Board imposes a legal obligation on all workers to protect the health and safety of themselves and other workers. It is acknowledged that a statutory responsibility for worker health and safety rests with the Company. Both employees and Management have a shared responsibility in the workplace. All employees will be made aware of the Company's safety rules and procedures and will be required to follow such safety rules and procedures for the work they are assigned.
- 9.07 The Company and the Union recognize the right of employees to work in an environment free from harassment on the grounds listed in the Human Rights Act. The Company, through its Discrimination and Harassment Policy and Code of Conduct, will take all necessary steps to remedy the effects of harassment in the workplace. The purpose of these Policies is to ensure that all employees are treated and treat each other with dignity and respect.

#### **ARTICLE 10.00 - DEFINITION OF EMPLOYEES**

10.01 The employee groups listed in this Article are:

- (i) Designated Essential employees

- (ii) Regular employees
- (iii) Probationary employees
- (iv) Students

#### 10.02 Essential Position Designation

- (a) A list of Essential Positions will be established for the position classifications in Schedule "A" and number of positions within that classification that are Essential to protect the Company investment in employees' training, experience and skills from Department and Plant lay-off subject to Article 10.03(b).
- (b) The Company may increase or decrease the designation of Essential Positions. Every effort will be made to reach mutual agreement. If agreement cannot be reached, then the Company may proceed and the matter will be submitted to Arbitration.
- (c) It is agreed that the Essential Position designation will be maintained while an incumbent is in the position with guarantees as specified in Article 10.03(a)(i) and (ii) of this Agreement. Once the designated Essential Position becomes vacant, then its designation may be changed in accordance with Article 10.02(b) of this Agreement.

#### 10.03 Designated Essential Position Employment Benefits

- (a) It is agreed that employees assigned to designated Essential Positions will be entitled to the following special benefits:
  - (i) Guaranteed twelve (12) months work per year. During any period that work is not available in the employee's position classification, the employee will perform work at any job that he is reasonably competent to perform. If the employee is not willing to perform such work or be trained for such work, the employee may be laid off if mutually agreed and the Company need not guarantee twelve (12) months work.
  - (ii) Shall retain their regular hourly rate of pay whenever assigned to work for which a lower rate of pay is applicable, except if the employee posts down to another classification as per Articles 13.00 and 14.00, or is laid off as per Article 10.03(b).
- (b) If the operations of the Company cease due to circumstances beyond the control of the Company, then essential employees may be laid off without the guarantees provided in Article 10.03(a)(i) and (ii) until such time as the Company is able to resume operations.

#### 10.04 Probationary employees

- (a) New employees shall be considered probationary employees until completing forty-five (45) working shifts or, completing the training/probationary period as specified for their position in Schedule "B", whichever last occurs. During the probationary period, they will be entitled to probationary seniority. Upon successful completion of the probationary period, their date of plant seniority shall be from the date of hire.

- (b) The Company shall maintain a list of probationary employees. Names of newly hired employees will be placed on this list after their first shift of work. They will be offered work opportunities based on the order of their start date and subject to their availability. The Union shall be notified in writing of the name and start date of new employees.
- (c) It is understood that a probationary employee may be discharged for reasons less serious than might justify the discharge of an employee who has acquired plant seniority. If a probationary employee is to be discharged, the employee and Shop Steward will be advised by the Company of the reasons.

#### 10.05 Students

- (a) Students may be hired and recalled to perform available work only after the seniority list has been exhausted.
- (b) A Student is a person who is or intends to enroll in an educational institution on a full-time basis within one (1) calendar year from the time of employment.
- (c) A Student who does not enroll or attend an educational institution prior to the completion of their first year of employment will be terminated from employment with Sun-Rype. Proof of enrolment on a full-time basis in an educational institution must be shown to Employee Relations.
- (d) Students will receive ten percent (10%) of their base rate in lieu of vacation and General Holidays.
- (e) Students are not entitled to sick leave benefits and do not participate in the Company Health Benefit Plan or Pension Plan.
- (f) Students will not be used to increase manning in production between the periods of September 30th and May 1st except in cases of unusual and unforeseen work load which is of short term duration and does not constitute continuing production activity.

#### **ARTICLE 11.00 - SENIORITY**

- 11.01 Seniority shall be based on date of hire with the Company. When two (2) or more employees commence employment on the same day their seniority will be established by lottery, as agreed between the Parties at the new employee orientation session, regardless of which shift the employees work.
- 11.02 Seniority shall prevail on a Company-wide basis, except as specified in Article 12.01 and 12.02 of this Agreement. The Company shall prepare a Seniority List of all employees, to be posted in a convenient place on the first day of April and the first day of October of each year, showing the date started and the classification of each employee covered by this Agreement. All employees shall be listed on a single seniority list.
- 11.03 An employee shall lose seniority and cease to be an employee if he:
  - (a) Voluntarily quits the Company, or;

- (b) Is discharged and the discharge is not reversed through grievance procedure, or;
- (c) After a long-term lay-off, fails to report for work within seven (7) working days after being notified by the Company by registered mail to the last address recorded with the Company following the lay-off, or;
- (d) After short-term lay-off fails to return to work within twenty-four (24) hours of the time to report without receiving a leave of absence or giving a satisfactory explanation for not working, or;
- (e) Is absent without leave, except where the ability to notify the Company is beyond the control of the employee, or;
- (f) Is absent due to lay-off for more than eighteen (18) calendar months, or;
- (g) Fails to return to work upon the expiration of an authorized Leave of Absence or a vacation, except where such failure is beyond the control of the employee.

11.04 If an employee is absent from work for a continuous twelve (12) month period he shall be moved to the bottom of the seniority list with his seniority date and categorized as inactive. Should the employee return to work at some future time, he shall be returned to the regular seniority list. The employee will retain his posting, and will return to the same spot previously held on the regular seniority list.

## **ARTICLE 12.00 - LAY-OFF, RECALL AND SCHEDULING**

12.01 When the Company requires to lay-off employees, a general lay-off notice shall be posted in a place accessible to all employees no later than 1:00 p.m.

A short-term lay-off is a lay-off of five (5) working days or less and a long-term lay-off is a lay-off which exceeds five (5) working days.

- 12.02 (a) When the Company has decided that circumstances require a reduction in the work force, the employees will be laid off on a plant wide seniority basis, except where employees with specific qualifications are required or an employee holds a Designated Essential position.
- (b) For the purpose of lay-off procedures, employees with the least plant seniority shall be laid off first, providing that the remaining employees are able to perform the work available or can learn to do the available work in a short period of time. If an employee cannot learn to do the work available in a short period of time, he shall be laid off and the most senior laid off employee recalled. For purposes of this Article, the Parties agree that only jobs below Group Five can be learned in a short period of time.

12.03 During a work week, when employees are displaced from the jobs they were performing and/or shifts they were working on, the following guidelines shall apply:

- (a) When an employee is working within his classification:

- (i) He shall have the right to positions in the same classification provided he displaces the most junior employee in the classification working on the shift.
  - (ii) If the employee wishes to change shifts in order to remain in his classification, he may exercise his seniority but he must displace the most junior employee on the other shift in his classification.
  - (iii) If the employee wishes to leave his classification in order to stay on the same shift, he may exercise his seniority but he must displace the junior employee working on the shift that he is qualified and able to do the work of.
- (b) When an employee is not working in his classification:
- (i) He shall have the right to displace the junior employee working on the shift, providing he is qualified and able. The junior employee displaced shall then have the right to displace the most junior employee working, provided he is qualified and able to do the work.
- (c) Employees shall have the option to choose voluntary lay-off when such a course of action is mutually agreed.
- (d) Displaced employees shall return to their permanently classified job when a vacancy occurs in their classification.

12.04 There shall be no bumping of any employees from the job they are performing or their classification into other positions or classifications other than provided in Article 12.03 above.

12.05 (a) Where the Company requires employees to be laid-off due to a sudden unforeseen breakdown of equipment, these employees may be laid-off for that day on a department basis and the employees so affected shall be paid for the balance of their regular scheduled eight (8) hour shift. The Company will make every effort to notify employees scheduled for the remaining shift(s) that day to not report for work.

(b) Where a lay-off results from a lack of work due to unforeseen circumstances beyond the control of the Company, the above lay-off considerations will maintain, except the payment of wages will follow the guidelines set out in Article 20.07.

12.06 When recalling employees to work after lay-off, they shall be recalled in order of seniority to the work available, provided they are qualified and able to do the work. In order to expedite the above, the Company and the Union will develop a roster. Employees will notify, in writing, supported by medical evidence, the jobs they are unable to perform. These employees can withdraw such notice in writing, again supported by medical evidence, and this notice will be effective after two (2) weeks of notification to the Company.

12.07 (a) When recalling employees to work, they will be notified as follows:

- (i) Employees will be contacted by 10:00 a.m. on the previous day. After 10:00 a.m. opportunities to work shall be given by seniority to the first employee contacted,



and any loss of work shall not be the subject of a grievance or penalty. The Crew Schedule will be posted by 1:00 p.m. on the previous day.

- (ii) If no message can be given or contact with the employee between the specified times in (i) above, the next available employee shall be recalled and the loss of work shall not be subject of a grievance or penalty.
  - (iii) After attempts by the Company on two (2) days to contact an employee, it becomes the employee's responsibility to contact the Company as to the availability of work.
- (b) The above Article 12.07 (a) (i) shall not apply where an employee fails to report for his regular scheduled shift or leaves without prior notice during his shift. The Company will not be required to give notice to a laid-off employee who is recalled and replaces an absentee. The employee who reports due to absenteeism must fill the position available, unless the vacant position has a pay rate higher than the position currently filled by the senior displaced employee who is capable of performing the work. In such case the senior employee shall fill the vacant position and the employee called in will then fill the newly vacated position. If the vacancy occurs in the displaced employee's classification, 12.03(d) applies or if the vacancy occurs in a red circle position the senior red circle employee may fill the vacancy.
- (c) When an employee is recalled to work to fill in for absenteeism at the start of a shift, the employee shall be required to report to work within one (1) hour of notification and shall be paid from the start of the scheduled shift. An employee who has been notified and fails to report within that one (1) hour period shall be paid for time worked.
- (d) If the Company changes the employee's start time to an earlier shift schedule, the employee will finish at the schedule's finish time without loss of wages.

12.08 Where a new or junior employee has worked prior to a senior employee who has not signed the roster as per Article 12.06, and is able to perform the available work, the senior employee shall be compensated for all the hours he lost at the employee's applicable rate of pay.

12:09 The scheduling of employees for work will be done in accordance with the principles set out in the Letter of Understanding entitled "Scheduling Principles".

## **ARTICLE 13.00 - FILLING OF VACANCIES**

### **13.01 Vacancies/New Positions**

- (a) Vacancies and new positions will be filled from within the bargaining unit. When such a vacancy occurs, a job posting describing the position will be placed on the main plant and the warehouse bulletin boards, within ten (10) working days of the vacancy occurring. If for some reason a vacancy is not to be filled, the Union will be advised in writing within ten (10) working days.
- (b) Vacancies shall be filled on the basis of seniority, provided the employee can qualify with full consideration to the operations and is able to perform the work. Where and

when necessary, an employee shall be given training for the job as per Article 13.03 (a), (b) and (c).

Reimbursement for the required forklift training will be given upon the successful completion of the training and probationary period.

The forklift drivers at the warehouse that are the designated first aid attendant(s) will receive reimbursement for the successful completion of the Level 1 first aid certification and time spent at the course.

### 13.02 Job Posting Procedure

- (a) In the event of a vacancy or a new position being created, the Company will prepare a job posting and display it on the main plant and the warehouse bulletin boards for a period of ten (10) working days. The job posting may, with the consent of the Union, be displayed for a period of five (5) working days where circumstances warrant the quick filling of the vacancy.
- (b) The job posting will describe the principal duties and responsibilities of the vacant position and will specify the job grouping, the current wage rate, and any other pertinent details relating to the position and the closing date for applications. Job postings will be prepared utilizing the current job requirements in the plant. The Company will notify the Union in advance of any future changes or additions to job requirements, as well as giving consideration to Union suggestions regarding these requirements. Employees are responsible for ensuring that their applications reach Human Resources on or before the closing date.
- (c) When an employee has a known absence of ten (10) working days or more as a result of vacation, illness, non-work related injury, layoff or WorkSafeBC claim, the employee may complete a Posting Preference form stating posting preference with the Employee Relations department. The form will outline that they wish to be considered for a vacancy that may occur while they are absent and what position(s) they are interested in applying for. Providing such absence is forty-five (45) calendar days or less, he will have three (3) working days after his return to accept or decline the posting. Failure to complete the Posting Preference form will deem the employee ineligible for the vacant posting(s).
- (d) The Company will give consideration to employees who request in writing, that they wish to transfer into an unclassified position. Employees transferring into such a position will continue to be eligible to apply for any job vacancies in accordance with the job posting procedure.
- (e) Any vacancies not filled under this Article may be filled by hiring a new employee.
- (f) The Company shall post on the bulletin boards the name of the successful applicant and the position for which he has been selected within three (3) working days of his selection.

### 13.03 General

- (a) The successful applicant and/or new employee assigned to a position vacancy in accordance with Article 13.01 and 13.02 will be provided with a training period in which to learn the requirements of the new position.
- (b) The training period will also be considered a probation period, during which the employee may be returned to his former position for unsatisfactory progress. Employees will be entitled to a copy of their relevant training record.
- (c) In addition to the training/probation period, there are two (2) other periods of time that apply to an employee in a new position:
  - (i) Decision period - the time, measured in working shifts, during which the employee has the opportunity to decide whether he likes the new position and wishes to remain in it, or that he wants to return to his previous position. During this period, the employee may bid on other posted positions. The employee is eligible for the Decision Period provided it is the first time he is filling the position and in the case of subsequent filling of the position the employee is eligible for fifty percent (50%) of the Decision Period.
  - (ii) Exclusion period - the time, measured in calendar days, following the completion of the training/probation period during which the employee is ineligible to bid on other positions. The purpose of the exclusion period is to protect the Company's investment in training for more complex jobs that require relatively extensive training periods.
- (d) Specific training/probation, decision and exclusion periods have been defined for each job classification and, in some cases, for individual jobs. These are outlined in Schedule "B" of this Agreement.
- (e) The decision period and the training/probation period both commence on the employee's first day in the new job. The exclusion period begins at the end of the training/probation period.
- (f) When the training/probation period exceeds the decision period, the employee will be ineligible to bid on other positions from the completion of the decision period through the balance of the training/probation period and the exclusion period. The only exception to this is employees who do not hold DE positions who wish to bid on posted DE positions. In such cases, they will be eligible to bid for DE positions at any time.
- (g) All employees affected by the return of an employee to a previously held position are to return to their former positions.
- (h) An employee can hold only one (1) position classification.

**ARTICLE 14.00 - RELIEF CLASSIFICATIONS**

14.01 Notwithstanding Article 13.00, as required the Company will post and award relief classifications in accordance with the following:

- (a) the employee holds either a regular classification or a relief classification;
- (b) relief classification postings shall be awarded in accordance with Article 13.00;
- (c) employees holding the regular classification shall work in the classification before employees holding the relief classification;
- (d) when employees holding the relief classification are working, but not in the relief classification, they shall be paid the greater of the classification they are performing or three dollars (\$3.00) per hour below the top rate of the relief classifications; if the employee has not worked in the relief classification for a period of three (3) consecutive months, the three dollar (\$3.00) per hour guarantee shall not apply.

**ARTICLE 15.00 - LEAVE OF ABSENCE**

15.01 (a) The Company will grant Leaves of Absence, in writing without pay for the following reasons:

- (i) Verified illness
  - (ii) Maternity or parental leave.
  - (iii) Union business. An employee shall be granted a Leave of Absence for Union business, but such leave shall not be more than seven (7) working days during the months of July, August, September, and October. In addition, the Company will grant a Leave of Absence for Union business to not more than one employee in any year, and such leave shall not exceed five (5) years. If it is desired to extend the Leave of Absence beyond five (5) years a written application will be made to the Company to request a further year's extension. Such employee shall continue to accumulate seniority during the absence.
- (b) The Company may grant Leave of Absence in writing in any other case, for good and proper reason (i.e. weddings, graduations, etc.).
  - (c) Every employee who applies for a Leave of Absence in writing shall have the application for Leave submitted to the Company seven (7) days in advance for any Leave. The Company will notify the applicant in writing within two (2) working days after the request for a Leave of Absence whether the Leave will be granted or not.
  - (d) Employees on Leave of Absence will accumulate seniority.

**ARTICLE 16.00 - ANNUAL VACATION**

- 16.01 Each employee who has completed one (1) year's continuous service in the employ of the Company and has worked a minimum of eleven hundred (1,100) hours for the Company, during the preceding twelve (12) months, shall be entitled to two (2) consecutive weeks (80 hours) with pay equal to two (2) weeks (80 hours) straight time pay at the employee's regular rate or four percent (4%) of annual gross earnings, whichever is the greater.
- 16.02 Each employee who has completed three (3) years continuous service and has worked a minimum of eleven hundred (1,100) hours for the Company during the preceding year, shall be entitled to a total of three (3) weeks (120 hours) vacation with pay equal to three (3) full weeks (120 hours) straight time pay at the employee's regular rate or six percent (6%) of annual gross earnings, whichever is the greater.
- 16.03 Each employee who has completed nine (9) years of continuous service and has worked a minimum of eleven hundred (1,100) hours for the Company during the preceding year, shall be entitled to a total of four (4) weeks (160 hours) vacation with pay equal to four (4) full weeks (160 hours) straight time pay at the employee's regular rate or eight percent (8%) of annual gross earnings, whichever is the greater.
- 16.04 Each employee who has completed fourteen (14) years of continuous service and has worked a minimum of eleven hundred (1,100) hours for the Company during the preceding year, shall be entitled to a total of five (5) weeks (200 hours) vacation with pay equal to five (5) full weeks (200 hours) straight time pay at the employee's regular rate or ten percent (10%) of annual gross earnings, whichever is the greater.
- 16.05 Each employee who has completed twenty (20) years continuous service and has worked a minimum of eleven hundred (1,100) hours for the Company during the preceding year, shall be entitled to a total of six (6) weeks (240 hours) vacation with pay equal to six (6) full weeks (240 hours) straight time pay at the employee's regular rate or twelve percent (12%) of annual gross earnings, whichever is the greater.
- 16.06 (a) (i) Pay for annual vacation for employees shall be paid out through an employee's regular direct pay schedule for which their vacation occurs. Vacation pay for these employees shall be paid in amounts appropriate to the length of the annual vacation to be taken at the time.
- (ii) Employees qualified in (i) above who are off work for more than two (2) consecutive weeks because of sickness, injury or lay-off may, upon request to the Manager Employee Relations, receive vacation pay in lieu of time off.
- (b) Employees shall be entitled to take their vacation in one (1) continuous period.
- (c) Should the Company request employees who are on vacation to return to work during their vacation period, the Company shall pay such employees wages equivalent to those paid for working on General Holidays.
- (d) All employees shall have access to their department vacation calendar.

- (e) Employees within their respective departments shall choose their time-off for their annual vacations by seniority. However, where the continued operation of a department is to be affected, then the employees shall choose their vacations by mutual consent between the Company and the employee.
- 16.07 (a) For the purpose of qualifying for the eleven hundred (1,100) hours worked in a year, General Holiday pay, annual vacation and authorized sick leave, weekly indemnity, and W.C.B. up to a maximum of three (3) months will be considered as time worked.
- (b) Employees who have not qualified for the eleven hundred (1,100) hours shall receive the percentage of their total earnings for their anniversary year. Such percentages to be described in Articles 16.01, 16.02, 16.03, 16.04, and 16.05.
- 16.08 (a) Prior to April 1<sup>st</sup> of each year, employees, in order of seniority, may indicate their desired vacation blocks. During the period of initial sign-up (i.e. prior to April 1<sup>st</sup>), a vacation block of less than five (5) days will only be considered in situations where General Holidays or other scheduled time off permit an employee to fill out a full week using less than five (5) vacation days. Whenever possible, the Company will confirm those requested vacation blocks on or before April 15<sup>th</sup>.
- After April 15<sup>th</sup>, or earlier if all employees in the department have received confirmation of their vacation blocks of five (5) days or more, employees, in order of seniority, may indicate their desired blocks of less than five (5) days. Whenever possible, vacation blocks of less than five (5) days requested on or before May 1<sup>st</sup> will be confirmed by May 8<sup>th</sup>.
  - After May 1<sup>st</sup>, or earlier if the first two (2) steps of the sign-up process have been completed, all vacation requests will be on a first-come, first served basis.
- (b) Once an employee's vacation date has been established the Company agrees that it will not change this notice date without giving the employee at least one (1) month's notice of such change, except by mutual agreement.

## **ARTICLE 17.00 - GENERAL HOLIDAYS**

- 17.01 (a) Every non-probationary employee covered by this Agreement who has been employed by the Company for thirty (30) calendar days, and has worked seven (7) days within the thirty (30) calendar days immediately preceding the day proclaimed as a holiday, shall receive a day's pay for the holidays mentioned below, and probationary employees covered by this Agreement who have been employed by the Company and have worked in respect of fifteen (15) days of the last thirty (30) calendar days before a General Holiday occurred, shall receive a day's pay for the holiday and groups of holidays listed below:

- |                  |                  |                           |
|------------------|------------------|---------------------------|
| - New Year's Day | Canada Day       | December 24 <sup>th</sup> |
| - Family Day     | B.C. Day         | Christmas Day             |
| - Good Friday    | Labor Day        | Boxing Day                |
| - Easter Monday  | Thanksgiving Day | December 31 <sup>st</sup> |
| - Victoria Day   | Remembrance Day  |                           |

Any other holiday proclaimed by the Provincial or Federal Government

Provided that the employee is available for work the day prior to such a holiday and the day after such a holiday, unless the employee is absent due to being on annual vacation or a verified illness or has obtained permission from his supervisor.

The above noted General Holidays shall be observed for a period of twenty-four (24) hours beginning with the starting time of the day shift for each department on the day proclaimed as the holiday. The employee shall be free from work for thirty-two (32) consecutive hours.

- (b) An employee shall be paid for each General Holiday at the rate of pay he normally would have earned the day preceding the holiday, including shift differential, lead hand premium, T.Q.C. premiums and First Aid premiums, even if it falls on the employee's regular weekly day or days off, or on annual vacation.
- (c) Should a General Holiday(s) fall on an employee's normal day(s) off, the scheduled work day(s) immediately following will be observed as the holiday(s). At the Company's discretion the Plant may be closed, in whole or in part, between Christmas and New Year's. The Union will be notified of such closure by December 1<sup>st</sup>. During this period the twelve (12) month guarantee as specified in Article 10.03(a)(i) will not apply.
- (d) When an employee is required to work on a General Holiday, the employee shall be paid at double the applicable hourly rate of pay for all hours worked on that day and, in addition, shall be paid eight (8) hours at the applicable hourly rate of pay for the General Holiday.
- (e) The Company agrees to pay an employee who is entitled to General Holiday pay, the difference between the payment received under the Health Benefit Plan for the day and eight (8) hours pay, including any premiums and/or shift differential that are paid to the employee for all hours worked, whenever the employee is absent from work because of illness or quarantine, provided the employee is not absent for a period exceeding thirty (30) calendar days.
- (f) General Holidays shall be considered as time worked except for qualifying for other General Holiday pay.
- (g) For the purpose of qualifying for General Holiday pay as outlined in (a) above, time on weekly indemnity, W.C.B., vacation, bereavement leave, and banked overtime days taken shall be considered as time worked.

## **ARTICLE 18.00 - BEREAVEMENT LEAVE**

- 18.01 (a) In the event of the death of an employee's spouse, child, parent, and/or parent-in-law, and upon the request of a non-probationary employee, the Company will grant the employee five (5) days leave of absence with pay at the regular straight time hourly rate of pay for the time lost from the employee's regular schedule. In the event of the death of an employee's grandparent, brother, sister, brother-in-law, sister-in-law, and/or

grandchild, the Company will grant three (3) days leave of absence with pay, as described above. The three (3) or five (5) days can be used prior to or after, including the funeral. If the employee is notified of the death while he is working, he will be excused from and paid for the balance of that working shift and such time shall not be charged against the days of paid leave granted.

- (b) An employee shall be granted time off without pay for the purpose of attending the funeral of any other relative or close friend, provided that twenty-four (24) hours notice is given requesting such leave and the granting of such leave is not inconsistent with the efficient operation of the Plant.

## **ARTICLE 19.00 - JURY DUTY**

19.01 Any employee who is required to perform jury duty or is called on as a witness by the Crown, on a day on which the employee would normally have to work, will be paid at his regular hourly rate for the regularly scheduled hours of work missed in the performance of such duty. It is understood that such pay shall not be for hours in excess of eight (8) hours per day or forty (40) hours per week. The employee will be required to furnish proof of jury service and of any jury duty pay received. The amount of jury duty pay received by the employee will be deducted from the employee's next paycheque. Employees not providing proof of jury service and/or jury duty pay received will have the pay received for hours missed while on jury duty deducted from their paycheques. Any employee on jury duty shall be available for work before and after being required for such duty, whenever practical. This clause will have no application for an employee on Leave of Absence, or when receiving benefits under the Health Benefit Plan, annual vacations, Workers Compensation, or as otherwise covered in this Agreement.

## **ARTICLE 20.00 - HOURS OF WORK**

20.01 Eight (8) hours shall constitute a day's work and forty (40) hours shall constitute a week's work to be worked Monday to Friday. All hours in excess of eight (8) hours per day shall be paid at the rate of double the hourly rate of pay. All hours in excess of forty (40) hours in one (1) week shall be paid at the rate of double the hourly rate of pay.

20.02 The Company agrees to keep posted at all times a schedule setting forth normal daily hours of work for every department for every day of the week.

The maximum hours of work for a full shift shall be any eight (8) consecutive working hours as noted below:

Day Shift	-	6:00 a.m. - 5:30 p.m.
Afternoon Shift	-	2:00 p.m. - 2:00 a.m.
Graveyard Shift	-	10:00 p.m - 8:00 a.m.

The shift starting times shall be within the following times, in fifteen (15) minute increments:

Day Shift	-	between 6:00 a.m. and 9:00 a.m.
Afternoon Shift	-	between 2:00 p.m. and 5:30 p.m.
Graveyard Shift	-	between 10:00 p.m. and 12:00 a.m.



Warehouse graveyard shifts may be scheduled from Sunday to Thursday or Monday to Friday depending on operational requirements.

20.03 Where additional shifts are required, counterpart jobs shall rotate on the operation's bi-weekly schedule unless otherwise agreed in writing between the Company and the Union.

Shift trades may be allowed within classifications of counterpart jobs where mutually agreed.

There shall be no split shifts.

20.04 No employee's shift will be changed without twenty-four (24) hours notice. For these purposes a change in start time within the shift does not constitute a change in shift. This provision does not apply to employee movements related to lay-off and/or recall.

20.05 (a) If, in an emergency, it is necessary to require an employee to work before the employee's scheduled starting time, the Company agrees to pay the employee double the regular hourly rate of pay for any hours worked prior to the employee's scheduled starting time.

(b) If an employee is required to start work after the scheduled starting time, the Company agrees to pay the employee the regular hourly rate of pay from the scheduled starting time except as specified in Article 12.07(c) of this Agreement.

20.06 An employee required to work more than eight (8) hours in any twenty-four (24) hour period, beginning from the employee's scheduled starting time, shall be paid at the overtime rate for the excess hours worked in such twenty-four (24) hour period. This provision shall not apply on a change in scheduled shift due to a lay-off or recall to work, or a change to the start-time in the same shift. The Company will verify the lay-off and offer available work to the laid off employees in order of seniority.

20.07 Employees who are scheduled to, and who report for work shall be paid a minimum of four (4) hours at the applicable rate of pay whether the shift commences or does not commence. If the employee works in excess of four (4) hours he shall be paid six (6) hours at the applicable rate of pay. If the employee works in excess of six (6) hours he shall be paid eight (8) hours at the applicable rate of pay.

20.08 (a) Employees who work on a day off shall be paid at the rate of double their regular hourly rate of pay.

(b) Employees reporting for work on their day off or after leaving Company premises, who are specially called in for an emergency or emergencies at any time outside the normal working hours shall be paid through when the emergency or emergencies are over and shall be paid a minimum of four (4) hours pay at double the regular hourly rate.

20.09 (a) When overtime is to be worked on a shift Monday to Friday, it shall be offered by seniority:

(i) To the employee(s) working at the job on the shift that day and/or scheduled to the job on the shift that day.

- (ii) To those employees classified in the job on the shift or working in the classification on the shift.
- (iii) To those employees qualified and able to do the work on the shift.
- (iv) To employees on the other shifts who are classified in the job.
- (v) To employees on the other shifts who are qualified and able to do the work.

If none of the above employees wish to perform the overtime, then the employee working at the job on the shift must perform the overtime.

(b) When overtime is to be worked on a Saturday or Sunday, it shall be offered by seniority in the following sequence:

- (i) Overtime on Saturday to those employees working at and/or scheduled to the job on the shift on the preceding Friday (excluding those absent that Friday, except Shop Stewards conducting Union business in the plant), in order of their seniority, and overtime on Sunday to those employees scheduled to work at the job on the same shift on the subsequent Monday.
- (ii) If the overtime opportunity is not filled in accordance with (i) foregoing, then it shall be offered first, in seniority order, to employees classified in the job or working in the classification on the shift.
- (iii) In seniority order to employees classified in the job or working in the classification.
- (iv) In seniority order, to employees qualified and able to perform the work.

If none of the above listed employees agree to perform the overtime work, then junior employees who can perform the work must then work the overtime.

(c) Overtime on a General Holiday will be scheduled as follows:

- (i) If the General Holiday falls on a Friday, the work shall be offered to those employees working at and/or scheduled to the job on the shift on the preceding Thursday (excluding those absent that Thursday, except Shop Stewards conducting Union business in the plant), in order of their seniority, then as described in (b)(ii) foregoing.
- (ii) If the General Holiday falls on a Monday, the work shall be offered to those employees scheduled to work at the job on the same shift on the following Tuesday, then as described in (b)(ii) foregoing.
- (iii) If the General Holiday falls on a Tuesday, Wednesday, or Thursday, the work shall be offered to those employees working at the job on the shift on the preceding day and/or scheduled to the job on the shift on the preceding day (excluding those absent that preceding day, except Shop Stewards conducting

Union business in the plant), in order of their seniority, then as described in (b)(ii) foregoing.

If none of the above listed employees agree to perform the overtime work, then junior employees who can perform the work must then work the overtime.

- (d) The Company may post an overtime roster that employees wishing to be considered for overtime opportunities will sign. Their name will remain on the list until such time as they request it to be removed. An employee may sign up or remove their name at any time but such request will not take effect for three (3) business days following such request.

20.10 (a) There shall be two (2) fifteen (15) minute paid recess periods for all employees on each shift. One (1) recess period shall be taken in each half of the shift, close to its mid-point, at times that allow for the continuous operation of the plant.

- (b) Employees who are required to work sixty (60) minutes or longer of overtime shall be given a fifteen (15) minute paid recess at the commencement of the overtime.

20.11 (a) Employees shall not be required to work over five (5) hours from start of their scheduled shift without a thirty (30) minute meal break.

- (b) Engineers, Technical Operators and Lab Technicians assigned to the Preparation Department shall eat their lunch on the job and shall be paid their lunch period

- (c) The designated First Aid Attendant is to be on call during meal periods to perform First Aid duties, and shall be paid for the meal period at the straight time pay including all applicable premiums during the regular shift.

- (d) In addition to 20.10 (b), employees required to work partial-shift overtime will receive the following breaks:

- Upon completion of two (2) hours of overtime following an employee's regular shift, the employees shall receive
- Thirty (30) minute break period. If engaged in work after the meal, the time spent eating such meal shall be considered as time worked and the employee shall receive a meal allowance of ten dollars (\$10.00) or will be provided a meal of comparable value.
- Should overtime continue beyond four (4) hours following the time allowed a meal break (after two hours overtime), then a further meal break shall be allowed with the same conditions as outlined above.
- This condition shall be repeated each four (4) hours.

- (e) In addition to 20.10 (b), employees required to work full-shift overtime will receive the following breaks:

- Fifteen (15) minutes upon completion of two (2) hours of overtime following an employee's regular shift.
- Thirty (30) minute break upon completion of four (4) hours of overtime following

an employee's regular shift. If engaged in work after the meal, the time spent eating such meal shall be considered as time worked and the employee shall receive a meal allowance of ten dollars (\$10.00) or will be provided a meal of comparable value.

- Fifteen (15) minutes upon completion of six (6) hours of overtime following the employee's regular shift.
- (f) All Graveyard Shift Plant Clean-up employees shall be paid for their regularly scheduled thirty (30) minute lunch break at their regular straight-time rate. This means they shall work seven and one-half (7½) hours including their regular recess breaks and be paid eight (8) hours at the regular straight-time rate.
- (g) On continuous shift operations, employees shall work seven and three quarter (7 3/4) hours and will be paid eight (8) hours at their regular straight time hourly rate.
- Twice monthly, employees may be scheduled to work eight (8) hours and will be paid eight (8) hours at their regular straight time hourly rate.
- (h) Maintenance employees on afternoon and graveyard shift shall be paid for their regularly scheduled thirty (30) minute lunch break at their regular straight-time rate. This means they shall work seven and three quarters (7 3/4) hours including their recess breaks and be paid eight and one quarter (8 1/4) hours at the regular straight-time rate.

20.12 When in effect Letters of Understanding agreed to between the parties supersede the provisions of the pertinent Articles in the Collective Agreement.

## **ARTICLE 21.00 - HEALTH BENEFIT PLAN**

- 21.01 All employees who have worked a total of 1040 hours or more in the previous calendar year shall participate in the Health Benefit Plan. Having worked 1040 hours or more in a calendar year, employees who are not already covered will be registered in the Health Benefit Plan for the balance of that calendar year from the first day of the month following the month in which they qualify. That is, having worked 1040 hours in a calendar year, they qualify for the remainder of the year and the following year.
- 21.02 New employees may qualify for participation in the Health Benefit Plan on a calendar year basis in accordance with Article 21.01 or by working 1040 hours or more in the twelve (12) month period immediately following their date of hire. Employees who originally qualify on an anniversary year basis must re-qualify in subsequent years on a calendar year basis.
- 21.03 The Health Benefit Plan shall provide the following benefits to an employee who is a member of the Plan:
- (a) (i) The Group Life Insurance shall be \$60,000.00.
  - (ii) Optional life insurance in units of \$10,000 for employees and/or their spouses, the cost of which will be borne by the employees; and

- (iii) The Accidental Death and Dismemberment insurance maximum shall be \$60,000.00.

Such coverage is occupational and non-occupational and provides for loss of life or limb within three hundred and sixty-five (365) days of an accident.

- (b) The B.C. Government's Medical Services Plan: those employees eligible for premium assistance shall apply for and show proof of same to the Company.
- (c) Extended Health Care Plan. The Company agrees to the addition of prescription card coverage under the low cost alternative/reference based pricing system. Coverages provided will include Private Duty Nursing to a maximum of \$10,000.00 per calendar year and \$25,000.00 per lifetime. Massage Practitioner to a maximum of \$500.00 per person per calendar year, and Physiotherapist to a maximum of \$500.00 per person per calendar year (excluding x-rays).

Increase eyewear including eye exams to \$150.00 for 24 months effective September 1, 2010. Increase to \$200.00 for 24 months effective September 1, 2013. Eye exams will be covered up to a maximum of fifty (\$50.00) dollars.

- (d) Non-occupational weekly indemnity coverage of 66 2/3% of average weekly regular earnings during the previous fifty-two (52) weeks (excluding periods of layoff) up to \$426.00 per week or the E.I. weekly maximum whichever is greater commencing on the eighth (8th) day of necessary absence due to sickness or accident, continuing for a maximum of twenty-six (26) weeks during any period of disability. Periods of disability from the same cause shall be considered as separate periods of disability, provided they are separated by a return to work for at least two (2) full weeks.
- (e) Long-term disability benefits of 60% of average weekly regular earnings during the fifty-two (52) weeks (excluding periods of layoff) prior to the date of disability up to \$426.00 per week or the E.I. weekly maximum whichever is greater commencing after twenty-seven (27) weeks of disability, continuing for a period of up to seventy-eight (78) weeks from the commencement of this benefit and for up to sixty-five (65) years of age if permanently and totally disabled.
- (f) Dental plan which provides a benefit of eighty percent (80%) of the cost of basic dental services, fifty percent (50%) of the cost of crowns and bridges, and fifty percent (50%) of the cost of orthodontic services to a maximum of \$2,000 per person per lifetime.
- (g) Employees age sixty-five (65) and above will be eligible for extended health, dental and MSP provided they qualify under Article 21.01.

21.04 Employees, except students, who have worked sixty-two (62) shifts will be covered under the Medical Services Plan as provided by the B.C. government and will continue to be covered until their employment is terminated.

21.05 Subject to 21.03(b) for employees who become laid off, the Company shall remit contributions required to maintain the Medical Services Plan of B.C. Coverage, Extended Health Care Benefit, the Group Term Life Insurance Benefits, and Dental.

- 21.06 Non-occupational weekly indemnity benefits and long-term disability benefits will not be obtainable to those employees who are on lay-off.
- 21.07 The Company shall maintain the same or equivalent benefits as provided in the Health Benefit Plan in effect upon the ratification of this Agreement and as adjusted in the Memorandum, excepting any subsequent changes to the Medical Services Plan. Benefits to employees under the Health Benefit Plan shall be administered in accordance with the terms and conditions of the contracts made between the Company and the various plan underwriters.
- 21.08 The cost of the contribution to the Health Benefit Plan shall be borne by the Company for the length of this Collective Agreement, with the exception of the cost of optional life insurance.
- 21.09 Hours worked for eligibility for the Health Benefit Plan shall be defined as all regular hours worked, General Holidays, vacation hours, hours on WCB, hours on Weekly Indemnity, hours on Jury Duty, Bereavement Leave, and Long Term Disability upon return to work.
- 21.10 All hours worked, hours accumulated on W.C.B. and hours accumulated on weekly indemnity over 1040 to a maximum of 100 in a calendar year may be banked toward eligibility for the Health Benefit Plan in the next year.
- 21.11 Employees who are receiving long-term disability benefits will continue to be eligible for the other components of the Health Benefit Plan.

## **ARTICLE 22.00 - SICK LEAVE PROVISIONS**

- 22.01 (a) All non-probationary employees, except employees classified as Production Labour or Students, will receive paid sick leave, which will accumulate at the rate of eight (8) hours for each calendar month in which the eligible employee works fifty percent (50%) or more of the available work time, or is on paid annual vacation, to a maximum of thirty (30) days.
- All employees classified as Production Labourer will receive paid sick leave, which will accumulate at the rate of four (4) hours for each calendar month in which the eligible employee works fifty percent (50%) or more of the available work time, or is on paid annual vacation, to a maximum of thirty (30) days.
- (b) During any period of illness, hospitalization, or accident treatment, the first five (5) full scheduled working days during which the eligible employee suffers from such illness, hospitalization, or accident treatment shall be deducted from the accumulated days as described in (a) above. When an employee misses a full shift due to sickness or injury, he will receive eight (8) hours sick pay at the rate he would have earned on the job he was scheduled to that day, including applicable premiums. Any part day on which the eligible employee is absent through illness, hospitalization, or accident treatment shall be deducted from the accumulated days if the absence from work is more than four (4) hours.
- (c) An eligible employee, as defined in Article 22.01(a), who is absent from work due to a dental appointment, chiropractic treatment, optometric service, or similar medical treatment or test, shall not be paid for the time he or she is absent from work to obtain

such treatment or test unless the treatment or test is for a period of more than four (4) hours of the employee's scheduled shift.

- (d) The Company also agrees to pay the difference between the number of hours worked and eight (8) hours pay at the rate of pay being received by the employee, on the particular day on which such an eligible employee leaves work on account of illness.
- (e) The Company will continue to pay eight (8) hours pay at the regular rate of pay for each working day lost through illness or accident when the employee's absence extends beyond the period when he qualifies for weekly indemnity and long term disability benefits upon satisfactory medical proof that the employee is unable to return to work at the plant. Such payment will be made by the Company until all accumulated sick leave, as described in (a) above has been paid.
- (f) Accumulated sick leave not used during a bona fide absence occasioned by sickness or accident shall not be compensated for by payment in cash under any circumstance.
- (g) An employee shall produce a Physician's Certificate as proof of illness or accident if the employee's illness or accident recovery is more than three (3) days.
- (h) When an employee is available for work after being absent due to illness or leave without pay, it is the employee's responsibility to notify the Company before 10:00 a.m. on the day prior to being available for work, so that the supervisor can schedule work for the employee without causing the cancellation of work for a junior employee.
- (i) Any proven abuse of either the Health Benefit Plan or the Sick Leave provisions of this Agreement will result in disciplinary action, which could lead to discharge.

## **ARTICLE 23.00 - PENSION PLAN**

- 23.01 (a) The Company will contribute the following amounts to the Teamsters Local 213 Pension Plan for each hour worked, each hour of vacation entitlement, and each hour of General Holiday paid to an employee, except an employee classified as a Student, who has accumulated fifteen hundred (1500) working hours since his date of employment with the Company:
- (i) from September 1, 2012 - two dollars and seventy cents (\$2.70)
  - (ii) from September 1, 2013 - two dollars and eighty cents (\$2.80)
  - (iii) from September 1, 2014 - two dollars and ninety cents (\$2.90)
  - (iv) from September 1, 2015 - three dollars (\$3.00)
  - (v) from September 1, 2016 - three dollars and ten cents (\$3.10)
  - (vi) from September 1, 2017 - three dollars and twenty cents (\$3.20)
  - (vii) from September 1, 2018 - three dollars and thirty cents (\$3.30)
  - (viii) from September 1, 2019 - three dollars and forty cents(\$3.40)

The Union will provide such an employee with the pension benefits in accordance with the terms and conditions of the Teamsters Local 213 Pension Plan as provided in the Booklet.

## (b) Retirement

An employee shall retire from employment with the Company at a time consistent with Federal and/or Provincial law.

**ARTICLE 24.00 - APPRENTICESHIP PROGRAM**

- 24.01 It shall be the Company's policy to obtain suitable candidates for training in an apprenticeship program. A Joint Committee will be formed and will be governed by the Company and the Union, under the guidance of the Apprenticeship and Industrial Training Branch of the Ministry of Labour, Province of B.C.
- 24.02 The program shall cover apprenticeship in the trades of Millwright and Electrician, and the number of apprentices shall be at the discretion of the Company in consultation with the Union.
- 24.03 The applicant selected for training as an apprentice shall meet all the requirements and fulfill the obligations under the Apprenticeship and Training Development Act of B.C. The applicant shall be on probation as an apprentice for a period of six (6) calendar months during which time the apprentice may return to the former job held with the Company or the Company may return the apprentice to the former job, if satisfactory progress is not being made.
- 24.04 In the event of a lay-off, an apprentice shall be protected up to the point where insufficient work in the trade is available for the Tradesman of the particular trade to which the employee is apprenticed.
- 24.05 The rate of pay for an apprentice shall be as specified in Schedule "A" of this Agreement, and shall be shown in the contract between the Company and the apprentice with the approval of the Apprenticeship and Industrial Training Branch of the Ministry of Labour, Province of British Columbia.
- 24.06 Unsuccessful completion of any one (1) year of apprenticeship after two (2) attempts at completion of the tests, etc. will result in automatic termination of the employee's apprenticeship.
- 24.07 An apprentice who is in the program will work in the trade he is taking under the guidance of a trades person but still under the supervision of a supervisor.
- 24.08 The Company will pay the difference between the employee's regular straight time rate and any applicable Canada Manpower grant as well as a living away from home allowance of one hundred and fifty dollars (\$150.00) per week for apprentices while they are attending the apprenticeship training in an approved vocational school out of the Kelowna area as required by the Apprenticeship Board.

**ARTICLE 25.00 - TECHNOLOGICAL AND/OR ORGANIZATIONAL CHANGE**

- 25.01 It is understood that there may be technological or organizational changes introduced by the Company that affect the terms and conditions or security of employment of one or more employees or alter significantly the basis upon which the Collective Agreement was negotiated.



The Company and the Union agree that the intent of technological or organizational change is not to contract out bargaining unit work.

- 25.02 For the purpose of this Article, organizational change refers to a realignment of jobs, change in the methods of performing work, the redistribution of work performed by members of the bargaining unit, or a reduction in the number of employees performing a specific job for an extended period of time. It does not refer to a temporary reduction in the number of employees performing a specific existing job. Such reductions are dealt with under Article 12.00.
- 25.03 In the event of a pending technological change, the Company shall advise the Union in writing of such change at the earliest opportunity and in no event less than three (3) months from the impending change.
- 25.04 In the event of a pending organizational change, the Company shall give reasonable notice in writing to the Union.
- 25.05 Upon written notice of a pending technological or organizational change, a Joint Committee shall be established, composed of a minimum of three (3) persons including the Chief Shop Steward, representing the Union and three (3) persons representing the Company.
- 25.06 Within three (3) months of formation, the Committee shall make recommendations to the Company and the Union to ensure that the interests of the Company and the employees are fairly and effectively protected.
- 25.07 When a technological or organizational change occurs, the Company shall provide adequate re-training arrangements for the employees displaced so that the employees can fill other jobs within the Company that are commensurate with their seniority, ability and qualifications.
- 25.08 An employee who loses his posted position and is transferred to a lower paying job because of technological or organizational change shall be treated as follows:
- (a) If the employee held a DE position he will at no time earn less than his original rate of pay, unless he voluntarily accepts another posting below the Group 4 level. During this period of wage protection, the Company shall have the right to place the employee into any vacant position, with his DE status, without following the posting procedure in Article 13.00, providing it will not displace an incumbent DE. The employee will also retain his right to return to his former position should a vacancy occur.
  - (b) If the employee did not hold a DE position, he shall have his regular rate of pay red-circled for a period of two (2) years provided he spent at least sixty percent (60%) of the operating time during the previous year in the posted position or sixty percent (60%) of his working time since he acquired the posting if this is less than one year. If he worked less than sixty percent (60%) of the operating time in his posting during this period, he shall have his regular rate of pay red-circled for a period of one year.
  - (c) For purposes of red-circling, regular rate of pay refers to the employee's base wage rate plus any premiums to which he was entitled on a regular, continuous basis.

- 25.09 (a) Subject to the seniority provisions of this Agreement, employees who are terminated as a result of the closing of the Plant or Department or as a consequence of technological or organizational change shall be entitled to severance allowance in accordance with their seniority. The amount of severance allowance to which an employee shall be entitled is specified in (b) below.
- (b) An employee who is terminated because of the technological or organizational change shall be entitled to severance pay at the rate of five (5) weeks pay after three (3) years of service, and two (2) weeks pay for each year of service thereafter.
- (c) Employees displaced as described in Article 25.09 (a) who have the seniority to work, but who for a good medical reason are unable to perform the work to which their seniority entitled them, may be considered for the severance allowance in Article 25.09 (b).
- 25.10 It is understood that unresolved disputes arising out of technological or organizational change shall be settled using the normal grievance and arbitration procedures specified in this Agreement.

#### **ARTICLE 26.00 - EFFECT OF CONTRACTING OUT**

- 26.01 When the Company contracts work out that falls within the Union's jurisdiction the following shall apply:

In the event of a pending Contracting Out that will affect the job status of employees, the Company shall advise the Union in writing of such change no less than three (3) months from the impending change.

Upon written notice of a pending Contracting Out change, a Joint Committee shall be established, composed of a minimum of three (3) persons including the Business Agent, Chief Steward, representing the Union and three (3) persons representing the Company to discuss the impact of the Contracting Out. Issues to be considered may be but are not limited to: area of operations affected, number of employees affected, impact of remaining areas and employees.

Within three (3) weeks of formation, the Committee shall make recommendations to the Company and the Union to ensure that the interests of the Company and the employees are fairly and effectively protected.

Options for employees affected by Contracting out may be; severance at the rate of two (2) weeks pay for each year of service, retraining for positions available as a result of reductions in the workforce and such actions as may be recommended by the Committee.

Other employees affected by Contracting Out shall have the option of severance as stated above or recall right as per the Collective Agreement.

Employees displaced as a result of Contracting Out shall maintain their existing rate of pay for the duration of their employment or until they voluntarily take a different position.

## **ARTICLE 27.00 - SEVERANCE**

27.01 Subject to the seniority provisions of this Agreement, employees who became permanently laid off as a result of the closing of the plant or department shall be entitled to severance allowance in accordance with their seniority. The amount of severance allowance to which an employee shall be entitled to would be at the rate of five (5) weeks pay after three (3) years of service, and two (2) weeks pay for each year of service thereafter.

## **ARTICLE 28.00 - WAGES AND CLASSIFICATIONS**

28.01 Wages and classifications shall be set out in Schedule "A" and the job description of the classifications will be as set out in a permanent Job Book in Human Resources. Copies of Job Book descriptions will be made available for Union inspection.

28.02 The Company shall inform the Union of any new classification that may become necessary during the term of this Agreement and the wages shall be negotiated by the Parties, and covered by a supplement to this Agreement. Once a new rate has been established, it shall be paid retroactive to the introduction date of the new classification.

- 28.03 (a) When an employee is required to fill the place of another employee receiving a higher rate of pay, the employee shall receive the higher rate of pay.
- (b) When an employee is required to fill temporarily the place of another employee receiving a lower rate of pay, his or her rate will not be changed to the lower rate of pay.
- (c) When, due to seniority, an employee is scheduled to work in a job with a lower rate of pay because the original work being performed by the employee is no longer available, the employee's rate of pay will be reduced to the lower rate of pay.

### **28.04 Lead Hands**

- (a) The Company shall designate Lead Hands on the basis of skill and ability, performance, seniority, and job related experience. No Lead Hand shall hire, suspend, discharge, or exercise discipline over any other employee. A Lead Hand shall be responsible to carry out the orders of the immediate Supervisor. If, for any reason, the employee is unable to carry out the orders of the immediate Supervisor, he or she is expected to report it to a Plant Supervisor or a Plant Manager.
- (b) Lead Hand designated by a Plant Manager or a Plant Supervisor shall be paid the Lead Hand premium in Schedule "A", above the highest regular hourly rate being received by any employees of the group over which the Lead Hand function is performed for the duration of the assignment.

### **28.05 Training**

An employee who is delegated the responsibility of training another employee in a classified job shall be paid a premium of fifty cents (50¢) per hour for the duration of the assignment. Tradesmen providing instruction to apprentices will not be eligible for this premium.

## 28.06 Tool Allowance

- (a) A tool allowance of five hundred dollars (\$500.00) per year will be paid to each millwright, electrician, forklift mechanic, engineer, and apprentice to provide for replacement of lost or broken tools that are required on the job. This tool allowance will be paid in one (1) installment of five hundred dollars (\$500.00) (taxable) during the first week of February each year.
- (b) If an employee who receives a tool allowance terminates his employment with the Company, he will be entitled to a prorated portion of the next installment that he would have received.

## 28.07 Clothing

- (a) All non-probationary employees shall be provided with one pair of laundered coveralls or uniform per week. All Tradesmen, Linemen and Tetra Brik Operators shall be provided with three (3) pair of laundered coveralls per week. Technical Operators shall receive one pair of laundered coveralls per day.
- (b) All employees shall wear the provided clothing as a condition of employment when working on Company premises. Exceptional circumstances will be given consideration by the Company.
- (c) The Company shall provide waterproof aprons, gloves and rubber boots to employees performing jobs for which such clothing is considered necessary by the Company. This clothing shall not be removed from the Company's premises, except with the permission of a Plant Manager.
- (d) Coveralls, waterproof clothing and other items on loan to employees by the Company must be returned to the Company when worn out or when an employee leaves the employ of the Company. If such items are not returned, the cost of the items may be deducted from the employee's wages.
- (e) All employees shall at all times wear approved head coverings, including hair nets and safety glasses in and around the Plant.

## 28.08 Shift Premiums

- (a) Effective September 1, 2010, an employee who works for four (4) hours or more on the afternoon shift shall be paid the differential of sixty cents (\$0.60) per hour for each hour worked during the whole shift. Effective September 1, 2013, an employee who works four (4) hours or more on the afternoon shift shall be paid the differential of sixty-five cents (65¢) per hour for each hour worked during the whole shift.
- (b) Effective September 1, 2010, an employee who works for four (4) hours or more on the graveyard shift shall be paid the differential of ninety cents (\$0.90) per hour for each hour worked during the whole shift. Effective September 1, 2013, an employee who works four (4) hours or more on the graveyard shift shall be paid the differential of ninety-five cents (95¢) per hour for each hour worked during the whole shift.

## 28.09 Banked Overtime

- (a) Where an employee desires to bank his overtime for the purpose of additional time off, he shall request and complete a form supplied by the Company indicating this. Each employee will be limited to making or rescinding such a request twice in a calendar year. When an employee has elected to bank his overtime, all overtime worked during the period shall be banked.
- (b) Overtime which is accumulated as time off shall be credited in terms of hours and, when taken as time off, shall be paid out at the regular straight time hourly rate as accumulated. When an employee leaves the Company, all accumulated hours in the employee's overtime bank will be paid out in total.
- (c) An employee may, at any time, request all or part of his banked overtime days. The requested day or days off, up to a total of ten (10) days may be granted provided that fourteen (14) calendar days written notice has been given, unless mutually agreed otherwise between the Company and the employee. Banked overtime days may be granted during the months of June to September inclusive, where mutually agreed to by the employee and Company.
- (d) Overtime may be banked between June 1<sup>st</sup> and May 31<sup>st</sup> of the following year. All banked overtime must be taken by the end of the last pay period in May, or it shall be paid out in the first pay period in June.
- (e) The Company will keep a record of all banked overtime which will be available for perusal by the employee.
- (f) In lieu of time off an employee may request, once a calendar month, all or part of his accumulated banked overtime as pay. Should an employee wish to do this, he will make a written request to the Payroll Clerk at least five (5) working days prior to the scheduled pay day on which he wishes to receive his banked overtime pay.

## 28.10 Pay Statements

All employees will be given a statement showing the number of hours worked, including overtime hours, if any, and rate of pay per hour, holiday amount as computed including deductions, if any. The pay stub must show the period for which it was issued. Pay statements will be issued every second Thursday. Pay shall be by automatic payroll deposit into each employee's bank account, no later than 3:00 a.m. on Friday. The total amount of Union dues deducted shall be included on the employee's T-4 slips.

28.11 The Company will pay one hundred and twenty-five dollars (\$125.00) annually for approved safety footwear, to be paid as a non-taxable benefit on the employee's regular pay cheque, in the first half of January each year. If safety regulations or health related reasons not covered by Extended Health Benefits require an additional outlay for this footwear, the Company will reimburse the employee for the extra amount. Any additional expenses must be approved by the Manager or Employee Relations prior to the purchase.

**28.12 Cost of Living Allowance**

- (a) If at any time during the twelve (12) months commencing September 1<sup>st</sup>, 2012, the All Canada C.P.I. increases by more than the negotiated increase September 1, 2013, the Company will increase the wage rates of all classifications specified in Schedule "A" by the same C.P.I. increase to be paid effective September 1, 2013.
- (b) If at any time during the twelve (12) months commencing September 1<sup>st</sup>, 2013, the All Canada C.P.I. increases by more than the negotiated increase September 1, 2014, the Company will increase the wage rates of all classifications specified in Schedule "A" by the same C.P.I. increase to be paid effective September 1, 2014.

**28.13 Red Circle Protection**

- (a) All non-DE employees on the regular seniority list with a seniority date earlier than September 1, 1996 will hold a red circle pay rate of \$16.71 per hour.
- (b) The above employees will receive this red circle rate of pay whenever they perform work in a job that existed before September 1, 1996 and was paid at the former Group 1 or Group 2 rates.
- (c) Any employee who voluntarily gives up his posting to go into the labour pool will lose his red circle wage rate protection.

**ARTICLE 29.00 - EMPLOYMENT STANDARDS ACT**

29.01 The Employment Standards Act of British Columbia applies.

**ARTICLE 30.00 - TEAMSTERS LOCAL 213 SHOP STEWARDS EDUCATION FUND**

30.01 The Company will make a contribution of three cents (\$0.03) per hour to the Teamsters Local 213 Shop Stewards Education Fund. Contributions to this fund will be made against those hours:

- a) actually worked by employees,
- b) on General Holidays recognized by our Collective Agreement for which wages are payable, and
- c) for which wages are payable during an employee's annual vacation, based on a maximum of forty (40) hours per week of vacation entitlement. The Company's contribution for the above fund will be made on a straight time basis.

**ARTICLE 31.00 - DURATION OF AGREEMENT**

31.01 This Agreement shall be in effect from September 1, 2012 to and including August 31, 2020 and thereafter from year to year unless either Party gives to the other notice, in writing, of its intention to negotiate a new Agreement. Such notice is to be given within the period of not less

than two (2) months not more than four (4) months prior to the expiration of this Agreement, or any subsequent annual expiration date.

The provisions of Section 50 (2) of the Labour Relations Code are hereby excluded.

Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such a strike is implemented, or the Employer shall give notice of lockout and such lockout is implemented, or the parties shall conclude a renewal or revision of the agreement or a new collective agreement.

## **ARTICLE 32 - TEAMSTERS LOCAL NO. 213 INDUSTRY ADVANCEMENT FUND**

32.01 Effective September 1, 2014, the Employer shall make contributions at the rate of five cents (\$0.05) per hour for all regular hours worked by full time employees covered by this Collective Agreement. Such monies are payable to the Teamsters Local Union No. 213 for placement in its Industry Advancement Fund by the fifteenth (15<sup>th</sup>) day of the month following that to which they refer.

**SCHEDULE "A" - HOURLY WAGE RATES**

	<b>Effect. 01 Sept/12 (2.0%)</b>	<b>Effect. 01 Sept/13 (2.0%)</b>	<b>Effect. 01 Sept/14 (2.5%)</b>	<b>Effect. 01 Sept/16 (1.5%)</b>	<b>Effect. 01 Sept/17 (1.5%)</b>
Students	\$12.06	\$12.30	\$12.61	\$12.80	\$12.99
<b>Group 1</b> Production Labour	\$16.43	\$16.76	\$17.18	\$17.44	\$17.70
<b>Group 2</b> Janitor/First Aid Attendant (ticket included) \$1.00 increase effective Date of ratification	\$19.61	\$20.00	\$20.50	\$20.81	\$21.12
<b>Group 3</b> Formed Bar Enrobe	\$21.85	\$22.28	\$22.84	\$23.18	\$23.53
<b>Group 4</b>	\$23.15	\$23.61	\$24.20	\$24.56	\$24.93
<b>Group 5</b> NPF Process Operator NPF Packaging Operator Fork Lift Operator Fork Lift Operator (GYD) Light Truck Operator Receiving Clerk Fork Lift Supply & Relief Tetra Brik Clean-up Class 1 Parts Room Attendant Tray Pack Operator	\$24.59	\$25.08	\$25.71	\$26.10	\$26.49
<b>Group 6</b> Laboratory Technician	\$25.01	\$25.51	\$26.15	\$26.54	\$26.94
<b>Group 7</b> Tetra Brik Operator Tetra Brik Operator (GYD) Technical Operator Technical Operator (GYD) Lineman	\$25.68	\$26.20	\$26.85	\$27.25	\$27.66
<b>Group 8</b> Truck Driver Relief Truck Driver/Relief Forklift Operator	\$26.04	\$26.56	\$27.22	\$27.63	\$28.04
<b>Group 9</b> Chief Steam Engineer Engineer - Class 3 Tradesman	\$32.34	\$32.99	\$33.82	\$34.33	\$34.84

\*\*2018 wage reopener for 2018 and 2019 with a minimum of 1% increase effective September 1, 2018 and a minimum of 1% increase effective September 1, 2019



When employees holding a regular classification are working, but not in the regular classification, they shall be paid the greater of the classification they are performing or three dollars (\$3.00) per hour below the top rate of their regular classification; if the employee has not worked in their regular classification for a period of three (3) consecutive months, the three dollar (\$3.00) per hour guarantee shall not apply.

## **APPRENTICES**

Start	65% of Trades
After 6 months	70% of Trades
After 12 months	75% of Trades
After 18 months	80% of Trades
After 24 months	85% of Trades
After 30 months	90% of Trades
After 36 months	95% of Trades
After 42 months	100% of Trades

## **PREMIUMS PAYABLE**

Any premiums except shift premiums to which an employee is entitled do not compound during overtime.

### **Journeyman Tradesmen (with T.Q.C. or Interprovincial Certificate)**

Additional per hour worked - \$1.00

### **Steam Engineer Class 3 and Above**

Additional per hour worked - \$1.00

### **Chief Steam Engineer**

Additional per hour worked - \$0.50 above Lead Hand premium

### **Designated First Aid Attendant**

Level 1 - additional per hour worked:

Effective September 1, 2010 - \$0.70

Effective September 1, 2013 - \$0.80

Levels 2 and 3 - additional per hour worked - \$1.25

(applies to relief First Aid Attendant when relieving, but not filling Janitor/First Aid Attendant position)

### **Shift Differential - per hours worked**

Afternoon Shift - \$0.50

Graveyard Shift - \$0.80

### **Lead Hand**

Additional per hour worked - \$1.00

**Trainer on Classified Jobs**

Additional per hour worked - \$0.50

**B-Train Driver**

Additional per hour worked - \$0.55

**Tri-Axle Driver**

Additional per hour worked - \$0.20

**Fork Lift Operators Working**

Additional per hours worked - \$0.75

- in the warehouse

- at the end of the tetra lines

- feeding the apple juice dumping line

- Slab/Preparation/Food Supply and Receiving Dept. jobs

**START, MID AND TOP RATES**

The hourly rates as described in Schedule "A" shall have progression rates subject to the following:

First six months \$2.00 per hour less

Second six months \$1.00 per hour less

Thereafter Full rate

- 1) Those employees that hold posting above Group 1 who subsequently post to a lower paid position, or are assigned in a relief capacity because of displacement, will receive the Top Rate for the new position.
- 2) Those employees that hold posting above Group 1 who subsequently post to a higher paid position will receive the start rate for that position or the rate they were receiving in the former position, whichever is greater.

**SCHEDULE "B" - TIME PERIODS**

In accordance with Article 13.03, the following time periods apply for employees posting to new positions:

	<b>TIME PERIODS</b>		
	<b>DECISION Full Working Shifts</b>	<b>TRAINING/ PROBATION Working Shifts</b>	<b>EXCLUSION Calendar Days</b>
<b>GROUP 2</b>			
Janitor/First Aid Attendant (ticket included)	5	20	0
<b>GROUP 3</b>			
Formed Bar Enrober	5	30	150
<b>GROUP 4</b>			
<b>GROUP 5</b>			
NPF Process Operator	5	30	150
NPF Packaging Operator	5	30	150
Fork Lift Operator	5	20	150
Fork Lift Operator (GYD)	5	20	150
Light Truck Operator	5	10	150
Receiving Clerk	5	20	150
Fork-Lift Supply & Relief Tetra Brik	5	20	150
Clean-Up Class 1	5	20	150
Parts Room Attendant	5	20	150
Tray Pack Operator	5	20	150
<b>GROUP 6</b>			
Laboratory Technician	5	90	150
<b>GROUP 7</b>			
Tetra Brik Operator	5	90	150
Tetra Brik Operator (GYD)	5	90	150
Technical Operator	5	90	150
Technical Operator (GYD)	5	90	150
Lineman	5	90	0
<b>GROUP 8</b>			
Truck Driver	5	30	0
Relief Truck Driver/ Relief Forklift Operator	5	30	0

**GROUP 9**

Chief Steam Engineer	5	90	0
Engineer - Class 3	5	90	0
Tradesman	5	90	0

Exclusion Periods may be waived if mutually agreed by the Company and the Union.

**LETTER OF UNDERSTANDING #1**

December 22, 1989

Reference:

Article 6.04 (b) Contracting Out

It is agreed between the Parties that for the purposes of Article 6.03 (b) the definition of "work" means the regular and normal maintenance function and any construction work that in the past has been performed by the Tradesmen and which is work normally done by the Tradesmen which in all the circumstances would be reasonable for the Tradesmen with seniority to perform.

It is further agreed that this is the interpretation of Article 6.03(b) for the purpose of "work" defined above; there shall be deemed to be added to the sixth (6th) line of the Article, after the word "lay-off", the phrase "who would normally perform the work..". This interpretation shall not change the language of Article 6.03(b). It is for the purposes of interpretation only.

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**LETTER OF UNDERSTANDING #2**

Reference:

Article 10.02

August 16, 1993

As long as the employees listed below remain employees of Sun-Rype they will have the equivalent of DE status, whether they continue to hold a DE position or not.

Jerome Veller  
Rodney Rath  
Umberto Cagnoni  
Richard Hawley

**LETTER OF UNDERSTANDING #3**

Reference:

Article 20 - Hours of Work

August 16, 1993

The Company and the Union recognize that the Company will have to implement alternative shift schedules that incorporate Saturday and/or Sunday work in order to remain competitive and/or to accommodate growth in the Company's business. Further, the Parties recognize that many of the details of such schedules are not known at this time and must be defined at the time of developing the new schedule.

Notwithstanding the foregoing, it is understood that in the case of alternate shift schedules that would include Saturday and/or Sunday production the Company will first utilize all reasonable production capacity on a Monday to Friday basis.

Therefore the Parties agree that, as the need arises in the future, such alternative schedules will be developed and implemented in accordance with the following:

1. A joint Union/Management Committee will be established to investigate and report on all matters relating to the implementation of non-standard work schedules. The Committee will be comprised of three (3) representatives of the Company and three (3) of the Union including the Chief Shop Steward, and will present its findings and recommendations to the Vice President, Manufacturing and the Business Agent as soon as possible.

If the Parties are in agreement regarding the recommendations of the Committee, a Letter of Understanding will be prepared and signed to govern the implementation of alternative work week schedules. If agreement cannot be reached regarding the method of implementation of new schedules by the Union/Management Committee, the Vice-President, Manufacturing and the Business Agent shall then attempt to resolve the outstanding issue(s). Should an issue(s) still remain outstanding, the Parties agree to submit that issue(s) to arbitration, unless mutually agreed otherwise.

2. Any work week schedule that involves Saturday and/or Sunday work will attract a premium of ten percent (10%) of the employee's base wage rate for all hours worked on Saturday and/or Sunday.
3. Prior to implementation of any alternative work week schedules, the Company will meet with the employees in the affected departments and explain the issues and its ideas on such schedules to them.
4. In determining schedules for non-standard work weeks, seniority will be a governing factor. This will not preclude the implementation of rotational shift schedules.
5. Employees working on alternative shift schedules will not receive additional wages, benefits or other entitlements other than those specified in 2 above or as specifically agreed by the Parties.

6. Should the circumstances that created the need for the introduction of an alternative work schedule be discontinued, and there are no other need(s) to maintain the schedule, the alternative work schedule shall be discontinued as per the terms of the Collective Agreement or appropriate Letter of Understanding.

## LETTER OF UNDERSTANDING #4

Reference:  
Alternate Shift Schedules

The following provisions shall apply to those employees required to work twelve (12) hour shifts. Notwithstanding the foregoing, in the case of implementing twelve (12) hour shift schedules that would include Saturday and/or Sunday production the Company will first utilize all reasonable production capacity on a Monday to Friday basis.

Employees working twelve (12) hour shift schedules will work:

1. A cycle consisting of two (2) twelve (12) hour day shifts, two (2) twelve (12) hour night shifts, four (4) days off. This is an eight (8) day cycle and requires an eight (8) week period for a full rotation; or,
2. Any other shift rotation mutually agreed by the Company and the Union.

Employees working the schedule in 1. above, will work forty-eight (48) hours per week in each of four (4) weeks and thirty-six (36) hours per week in each of four (4) weeks, over the eight (8) week rotation. This averages out to forty-two (42) hours per week. On an averaged basis, this is two (2) hours of work per week over the normal forty (40) hour work week. Therefore, two (2) hours per week will be paid at overtime rates during the eight (8) week rotation, in the following manner. In the weeks where forty-eight (48) hours are normally worked, all hours worked after forty-four (44) will be paid at overtime rates. Hours on paid vacation, General Holiday, banked overtime, bereavement, jury duty and Union business shall be considered as time worked for the purposes of overtime calculation.

Employees assigned to twelve (12) hour shifts will continue to work for a full eight (8) week cycle, regardless of their seniority.

The overtime hours will be paid in the pay periods in which the forty-eight (48) hour week fall, and will be paid or banked according to the employee's current overtime instruction. One instruction must apply to all of an employee's overtime.

There may be non-posted labouring work required on Saturday and/or Sunday, on the production lines operating seven (7) days a week (eg. Stacking in Tetra). These positions will be filled at regular rates of pay by Production Labour employees in seniority order, who did not have the seniority to work a full forty (40) hours Monday to Friday.

### **General Holidays:**

If a General Holiday falls on an employee's regularly scheduled twelve (12) hour shift day and as a result the employee does not work that day, the employee will receive twelve (12) hours pay for the General Holiday. If the employee was scheduled to work forty-eight (48) hours that week, he shall still received four (4) hours pay at overtime rates provided that he works the remaining thirty-six (36) hours. Hours on paid vacation, General Holiday, banked overtime, bereavement, jury duty and Union business shall be considered as time worked for the purposes of overtime calculation.



If a General Holiday falls on an employees' regularly scheduled twelve (12) hour shift day and the employee is required to work, he shall receive twelve (12) hours pay for the General Holiday, and all hours worked on the General Holiday shall be paid at overtime rates.

If a General Holiday falls on a regularly scheduled day off for an employee on a twelve (12) hour shift schedule, the employee shall receive eight (8) hours pay for the General Holiday.

**Sick Pay:**

Sick time will be calculated in hours instead of days. Employees will be credited with eight (8) hours per month into their sick banks. If a twelve (12) hour shift is missed due to sickness, employees will be paid twelve (12) hours sick pay, and twelve (12) hours will be deducted from their banks. Sick banks cannot go below a zero balance. If an employee leaves work prior to the end of the shift due to illness, no sick day will be deducted from his bank provided he worked at least six (6) hours of the shift.

Employees on twelve (12) hour shifts suffering from a lengthy illness will have the first forty (40) hours of time lost to such an illness paid, and deducted from their sick banks provided the bank has sufficient hours. Otherwise, the normal Collective Agreement provisions for qualification for wage indemnity will apply.

**Vacation:**

Vacation banks are calculated in hours. If a twelve (12) hour shift is taken off as vacation, twelve (12) hours will be deducted from the employee's vacation bank. Should an employee wish to take a block of four (4) twelve (12) hour shifts off eight (8) hours of the forty-eight (48) hour block may be taken as Banked Overtime (if available) or unpaid leave, so that vacation may be kept in forty (40) hour blocks.

**Shift Premium:**

Premium on night shift is eighty-six cents (86¢) per hour.

**10% Premium:**

A ten percent (10%) premium on the employee's base rate of pay will be paid for hours worked on Saturday and/or Sunday. The premium will be paid to the employees starting a day shift on Saturday morning and continuing through the weekend, finishing with the employees completing their shifts Monday morning.

**Vacation and Absenteeism Relief:**

Should an employee not regularly scheduled to work a (12) hour shift be required to work one or more twelve (12) hour shifts to fill a temporary vacancy on a twelve (12) hour shift rotation, the following overtime provisions shall apply:

1. Employees who report to work on an eight (8) hour shift, and are then required to continue that shift to twelve (12) hours, will be paid at overtime rates for any hours worked in excess of eight (8) hours.

2. Employees scheduled to work a twelve (12) hour shift(s) shall receive overtime if they work in excess of forty (40) hours per week in the week in which the twelve (12) hour shift(s) was worked.
3. In the event that an employee scheduled to work eight (8) hour day or afternoon shift(s) is required to change to a twelve (12) hour night shift(s) and back again in the same week, overtime and/or pay for hours not worked due to shift changes may be paid, to ensure that the employee receives forty (40) regular hours paid for the week, and overtime for any hours worked in excess of forty (40).

Vacation or absenteeism replacement of employees working twelve (12) hour shifts will be done according to the following principles:

1. The Company will fill the vacant shifts in a manner calculated to minimize overtime. This may include any combination of calling in laid off employees, returning employees to their classified positions, changing employees' jobs or shift assignments, keeping an eight (8) hour shift worker on the job an extra four (4) hours, and calling in employees on an overtime basis.
2. Any overtime worked as a result of complete twelve (12) hour shifts missed by a scheduled employee will be offered first to twelve (12) hour shift workers on their days off, provided that this is not inconsistent with the minimization of overtime as stated above.
3. Employees scheduled to twelve (12) hour shifts shall be paid at overtime rates for any hours worked outside of their regular scheduled shifts.

The transferring of employees from an eight (8) hour to a twelve (12) hour shift schedule shall be done as follows:

1. When a temporary relief employee is available, that employee will be transferred to fill the twelve (12) hour shift(s) required.
2. When a temporary relief employee is not available:
  - (a) where there is sufficient notice of an absence, a calendar showing the days to be filled and the hours and days of work resulting will be posted. The vacancy will be filled from those requesting, by the senior employee holding the posting.
  - (b) when there is insufficient notice, or no employee has requested to fill the absence, employees holding the posting shall fill the shifts required in reverse order of seniority, on a rotational basis.

#### **Breaks:**

Employees working the twelve (12) hour shifts will work relief to relief will be paid for their lunch breaks, and will be expected to take the lunch break when work permits.

Employees working twelve (12) hour shifts shall be entitled to three (3) fifteen (15) minute coffee breaks.

**Implementation:**

The Company will give the Union a minimum of four (4) weeks' notice of the implementation of any such shift schedule, unless otherwise mutually agreed. Sign up for crews and the selection of the crews shall be based on seniority by classification and area. If there are no volunteers then the junior employees by classification and area will be assigned.

## LETTER OF UNDERSTANDING #5

### ARTICLE 12.09

#### Re: Scheduling Principles

The scheduling of employees for work shall be based on the following:

- (a) Classified employees, other than production labour, will be scheduled by seniority into their classifications first.
- (b) When work in classifications is first established and expected to continue on a steady on-going basis (expected to be 5 days a week) for a minimum of four (4) consecutive weeks), employees shall be assigned to crews by classification in accordance with their seniority; employees in the same classification will be assigned to crews in a manner that distributes seniority across the crews (e.g. most senior employee on Crew 1, second most senior employee on Crew 2, and so on). In such case, when classifications are divided into areas, as in "(c)" following, employees will be given preference by seniority as to which area they would prefer to work in provided operational requirements are met.
- (c) Where more than one (1) shift is required and expected to continue on a steady on-going basis, the employees who work in counterpart jobs shall rotate between the shifts. Employees who work in counterpart jobs shall rotate on the operations bi-weekly schedule, unless otherwise agreed in writing between the Company and the Union. Specific counterpart employee rotation practices are as follows:

Preparation	- rotate Day Shift and Afternoon Shift, and Graveyard Shift as required in excess of the posted Graveyard positions
Tetra Filling	- rotate Day Shift and Afternoon Shift and Graveyard Shift as required in excess of the posted Graveyard positions
Tetra Packaging	- rotate through all shifts as required
Food	- rotate through all shifts as required
Forklift	- by area rotate through all shifts as required
Maintenance	- by area rotate through all shifts as required
Trucking	- by area rotate through all shifts as required
Lab	- rotate through all shifts as required
Production Labour	- by area rotate through all shifts as required

There shall be no split shifts.

The subsequent weekly and/or daily scheduling of employees shall be based on (a), (b), and (c) foregoing and the following;

- (d) Subject to 20.04 and/or 20.06, employees not assigned to work in their classification or employees whose seniority does not assign them to a crew shall be assigned, by seniority, to the highest paid still vacant positions that they are qualified and able to perform. In such case, positions that they are expected to last the full five (5) days shall be staffed by employees in accordance with their seniority, commencing with Day Shift positions, then Afternoon Shift positions, followed by Graveyard Shift positions; positions expected to last less than five (5) days shall be filled by junior employees.
- (e) Employees who are absent during part of the week shall return to the shift they were working on that week, provided their seniority allows.
- (f) In the event that there are no vacancies employees will be assigned, by seniority, displacing the most junior employees.

## **LETTER OF UNDERSTANDING #6**

2018 wage reopener for 2018 and 2019 with a minimum of one (1%) increase effective September 1<sup>st</sup>, 2018 and a minimum of 1% effective September 1, 2019.

If after bargaining the wage reopener, the union and employer are unable to conclude a settlement on wages, either party may refer the outstanding disputed item for resolution in a final and binding settlement to a sole arbitrator.

The arbitrator shall have the power to award wages and the arbitrator's decision shall be final and binding upon both parties.


For wages, the arbitrator will be guided by settlements negotiated by major BC Food and Beverage Consumer Packaged Goods Manufacturers, taking into consideration the demographic region as well as previous collective agreements between Sun-Rype and the Teamsters Local 213.


The parties shall make every effort to agree to an arbitrator. If an agreement cannot be reached on an arbitrator, then either party may request the BC Labor Relations Board to appoint an arbitrator.

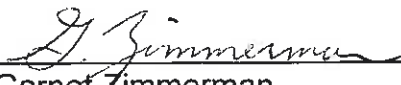
If the Aseptic Beverage capital investment project is not approved and implemented, this agreement becomes null and void with the exception that all of the terms and conditions of the current collective agreement remain in effect.

Signed at Kelowna, British Columbia this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**MANAGEMENT NEGOTIATING COMMITTEE**

  
\_\_\_\_\_  
Lesli Bradley  
Vice President, Operations

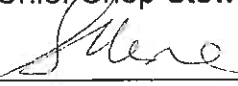
  
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Michelle Reid  
Human Resources Manager

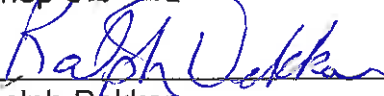
  
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Garnet Zimmerman  
Labour-Management Consultant

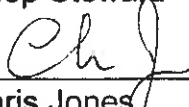
**UNION NEGOTIATION COMMITTEE**

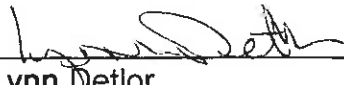
  
\_\_\_\_\_  
Kimm Davis  
Business Representative

  
\_\_\_\_\_  
Dean Majewski  
Chief Shop Steward

  
\_\_\_\_\_  
Susan More  
Shop Steward

  
\_\_\_\_\_  
Ralph Dekker  
Shop Steward

  
\_\_\_\_\_  
Chris Jones  
Shop Steward

  
\_\_\_\_\_  
Lynn Detlor  
Shop Steward