

AGROPUR
BRITISH COLUMBIA OPERATION

THIS AGREEMENT entered into this 27th day of June, 2019

BETWEEN:

AGROPUR
2220 Dowler Place, P.O. Box 38
Victoria, BC V8W 2M1
(Hereinafter referred to as the "Company")

OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION NO. 464
Of the City of Vancouver,
Province of British Columbia,
Affiliated with the International Brotherhood of Teamsters
(Hereinafter referred to as the "Union")

OF THE SECOND PART

WITNESSETH THAT the Parties hereto agree as follows:

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MUTUAL OBJECTIVES

The objectives of this Agreement are to maintain a harmonious and cooperative relationship between the Company, its employees and Teamsters Local Union No. 464; to promote the utmost cooperation consistent with the express rights of the Parties to this Agreement; to foster a friendly spirit between the Parties; to allow effective and efficient operation of the Company's business to ensure its financial health, subject to the provisions of this Agreement; to provide an amicable and equitable method of settling grievances or differences arising from the provisions of this Agreement; to maintain mutually satisfactory working conditions, hours of work and wages for all employees, subject to the provisions of this Agreement.

Consistent with Section 53 of the Labour Relations Code of B.C., the Parties agree to develop a Joint Union-Management Committee for the purpose of meeting to discuss issues which affect the relationship between the Parties and the mutual objectives of the Parties. The Parties will meet on a regular basis or as requested by either Party and, consistent with the terms of reference developed and agreed by the Parties, will work cooperatively to resolve issues placed before the Committee for their consideration.

DEFINITIONS

Company Seniority: The length of service within the bargaining unit from date of hire.

Classification: The job or category of jobs performed for which a rate of pay is established and listed in the Wage and Classification Schedule(s) to the Collective Agreement.

Full-Time Employee: An employee who has been awarded or holds a posted full-time position.

General Relief: An employee who does not hold a posted full-time position and who is dispatched on a seniority basis to work, which is available from time to time consistent with the employee's qualifications and abilities. General Relief will receive the rate of pay for the Job Classification performed, as listed in the Wage and Classification Schedule(s) to the Collective Agreement, as well as any applicable shift differential and/or premium. A General Relief will not displace a full-time employee occupying a posted position.

Summer-Help Employees: Employees who are hired seasonally by the Company to supplement work assigned during the period of April 1st to September 30th inclusive in any year. Summer-Help employees are paid the rate for Summer-Help listed in the Wage and Classification Schedule(s) of the Collective Agreement. Summer-Help employees will not displace any full-time employees or General Relief.

Masculine and Feminine: The masculine or feminine gender may be used interchangeably throughout this Collective Agreement. Wherever one gender is used, it will be construed as meaning the other, if the context requires.

Reliefman: A Reliefman is a full-time employee who relieves two (2) or more Job Classifications.

CLAUSE 1 - UNION SECURITY

- 1.01 All employees covered by this Agreement must become members of the Union within fourteen (14) calendar days of their commencing their employment hereunder. The Company agrees to retain in their employ, within the group covered by this Agreement, only members of the Union in good standing and to notify the Union within ten (10) days of any new employees hired or former employees returned to the payroll.
- 1.02 (a) It is further agreed: That any person not a member of the Union shall not work at occupations which come under the Union's jurisdiction, except in cases of emergency and then only until a member of the Union can be placed on the job. Where this provision operates against the efficiency of the Company's operation, the Union undertakes to consider exemption in any particular case put before it. In the event of failure to reach agreement, the matter will be submitted to Arbitration under the provisions of Clause 8.
- (b) It is not a violation of this Agreement where a collaboration, for the purposes of project teams, training and continuous improvement, would involve the inclusion of exempt person(s), provided no Union member is displaced.
- 1.03 The Union's jurisdiction shall be deemed to include the processing, manufacture, sale and/or distribution of dairy products or such other products as the Company may from time to time process, manufacture, sell and/or distribute. The Union's jurisdiction will include all employees covered by this Agreement and listed in the attached Wage and Classification Schedule(s) to this Agreement.
- 1.04 This Agreement shall cover all employees engaged in work coming within the Union's jurisdiction and whether employed at the Company's address set forth above or employed elsewhere in the Province of British Columbia and there engaged in the processing, manufacture, sale or distribution of dairy or other products processed, manufactured, shipped or forwarded from the aforesaid places.
- 1.05 The selling and distribution of dairy products being recognized as work coming within the Union's jurisdiction, such work must be performed by an employee of the Company whose products are being sold or distributed. Section 1.04 shall not be deemed to include sales representatives who are not employed in distribution or delivery.
- 1.06 Personnel above Foreman shall not be required to be members of the Union, unless working within the Union's jurisdiction.

CLAUSE 2 - UNION REPRESENTATIVES AND UNION NOTICES

- 2.01 Upon receipt of a written request from the Union, not later than thirty (30) days prior to the date the leave is required to commence, an unpaid leave of absence may be granted to employees who are elected as Representatives of the Union and required to attend at Union Executive meetings, Union conventions, seminars or as member(s) of the Union Negotiating Committee during collective bargaining with the Company. Where operational considerations are compromised, or where no suitable replacement is available, the Union undertakes in good faith to consider alternate arrangements. Seniority will be unaffected by the granting of the Union's request. No employee who serves on a committee shall lose their position nor be discriminated against for that reason. No employee shall be discharged or discriminated against for upholding the Union's principals.

- 2.02 To facilitate the administration of Clause 2.01, where such leave of absence is granted pursuant to 2.01, the Company will maintain the basic pay and benefits for the employee during the leave and will invoice the Union for benefits and wages paid. The payment of wages and benefits to employees who are at the bargaining table negotiating will be paid in accordance with the Letter of Understanding appended to this Agreement.

Union Notices

- 2.03 The Company agrees to provide bulletin board facilities for the exclusive use of the Union at each of the Locations of the Company. The use of such bulletin board facilities will be restricted to posted notices and information which is the official business of the Union, as authorized by the Principal Officer or Business Agent of the Union. The Company shall provide one (1) bulletin board each in the Cassidy, Mainland facilities and two (2) bulletin boards in the Victoria facility.

CLAUSE 3 - MANAGEMENT RIGHTS

- 3.01 The Company shall have the exclusive right and authority to manage the business and direct the working forces, including the right to hire; suspend for cause; discharge for cause; lay-off; promote; assign to jobs; transfer employees from Department to Department; increase or decrease the working force; determine the products to be handled.
- 3.02 Nothing in this Agreement shall be intended or is to be construed in any way to interfere with the recognized right of the Company to manage and control the business. It is further agreed that nothing in this Clause shall be used to discriminate against any employee of the Union, its members or its Executive.
- 3.03 Nothing in any of the provisions of this Clause shall in any way limit, void or affect the other provisions of this Agreement.

CLAUSE 4 - DEDUCTION OF DUES

- 4.01 Each of the employees covered by this Agreement hereby authorizes the Company to deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fines or assessments levied in accordance with the Union's By-Laws, owing by them hereunder to the said Union, or as authorized by regular and proper vote of the membership of the Union. Monies shall be deducted in accordance with the written statement supplied in duplicate by the Union, which shall show the total amount owing by each employee and the names of the employees for whom the deductions are to be made. Deductions of any monies owing shall also be made from employees in the month in which they terminate. Monies deducted shall be forwarded by the Company to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month and shall be accompanied by a copy of the written statement supplied by the Union.

CLAUSE 5 - SHOP STEWARDS

- 5.01 The Company recognizes the Union's right to elect or appoint the appropriate number of Shop Stewards to represent employees. The Company agrees to recognize the Shop Stewards, provided that the Union has first advised the Company in writing of the name(s) of the Shop Stewards so elected or appointed. There shall be no discrimination against a Shop Steward for the carrying out their duties consistent with the terms of the Collective Agreement.
- 5.02 The Company agrees to allow the Union to conduct the election of Shop Stewards in a location at the Company's facilities as directed by the Company (e.g. the employee lunchroom), providing the election process is not disruptive to the Company's operations.
- 5.03 In the exercise of their functions, the Shop Steward shall first obtain the necessary permission from the Manager of the Department or their designate prior to leaving their assigned duties to carry out any investigation arising out of a complaint and/or settlement of a grievance(s). The Company agrees that a Shop Steward carrying out such duties shall suffer no loss in pay.
- 5.04 The Shop Steward(s) shall have no authority to alter, amend or otherwise change the terms of this Agreement. The Shop Steward(s) have the authority of the Union to resolve formal grievances up to and including Step 1 of the Grievance Procedure as provided at Clause 8 of this Agreement.

CLAUSE 6 - CONFLICTING AGREEMENT

- 6.01 It is further agreed by the Company that no Union member will be asked to make any written or verbal agreement conflicting with this Agreement. No Union member shall make any written or verbal agreement with the Company conflicting with this Agreement.

CLAUSE 7 - CROSSING OF A PICKET LINE AND RIGHT TO HANDLE UNION PRODUCT

- 7.01 The Company shall not require any member of the Union to cross a picket line, which has not been declared illegal by a Court of Competent Jurisdiction or the Labour Relations Board of BC. The Company shall not require any member of the Union to accept any product or goods from any person, or employees of any person, with whom the Union has a picket or placard line, which has not been declared illegal by a Court of Competent Jurisdiction or the Labour Relations Board of BC, around or against, or to deliver any product or goods to any person or employees of any person with whom the Union has a picket or placard line, which has not been declared illegal by a Court of Competent Jurisdiction or the Labour Relations Board of BC, around or against.
- 7.02 It shall not be a violation of this Agreement or cause for dismissal for an employee to refuse to handle, receive, ship or transport any materials or equipment affected by a labour dispute which has not been declared illegal by a Court of Competent Jurisdiction or the Labour Relations Board of BC.

CLAUSE 8 - GRIEVANCE AND ARBITRATION PROCEDURES

8.01 The Parties confirm that they recognize that mutual cooperation is necessary to the effective resolution of workplace disputes and all reasonable efforts should be made to determine the facts in any matter before a grievance is pursued, particularly with respect to allegations of workplace harassment.

- (a) Any difference or dispute arising between the Parties bound by this Collective Agreement may be registered as a grievance and shall be resolved without stoppage or interruption of work or work procedure.
- (b) The Union and its members agree that they will not cause, authorize or sanction any slow down in any Department nor engage in any strike or stoppage of work or curtailment of operations during the term of this Agreement.
- (c) The Company will not authorize, cause nor engage in any lockout of the Union or its members during the term of this Agreement.
- (d) The Company will not meet with or interview an employee without providing the employee with an opportunity to have a Shop Steward present when the purpose of the meeting/interview is to administer discipline on the employee or to determine if the employee should be disciplined. Where the employee advises the Company that they wish to have a Shop Steward present, no such meeting/interview will commence until a Shop Steward is present and in attendance.
- (e) Either Party to this Agreement may lodge a grievance with the other Party on any difference(s) between the Parties concerning the alleged violation of, or the interpretation of, application or administration of this Agreement, including any question as to whether a matter is arbitrable. Where the Company or the Union files a grievance, such grievance shall commence at Step 2 of the Grievance Procedure as listed below.
- (f) For the purposes of this Clause, any grievance filed by a Party must be in writing. Any grievance filed by an employee or the Union must be submitted on a proper grievance form as authorized by the Union and filed with the Company. Any grievance must be filed within thirty (30) days of the occurrence of the issue giving rise to the grievance or within thirty (30) days of the Party being aware of the issue. The Company will provide, in writing, acknowledged receipt of the grievance to the Union and the grievor.
- (g) If the issue referred to in paragraph (f) is not advanced to a grievance within the time frame set out in paragraph (f), the issue will be deemed to be abandoned.

Grievance Procedure

- 8.02 (a) Any employee who has a grievance or complaint shall first discuss the matter in dispute with their immediate Supervisor (or designate) as soon as they become aware of the matter.

- (b) Where the matter in dispute raised by the employee, pursuant to 8.02(a) above, is not resolved to the satisfaction of the employee, it shall be advanced as a grievance, reduced to writing consistent with 8.01(f) above. Such grievance shall set out the nature of the grievance, the relevant provision of the Agreement in dispute, the remedy requested and the signature of the grievor advancing the grievance as follows:

Step 1

The grievor and the Shop Steward shall meet with the Department Manager or their designate within fourteen (14) calendar days of acknowledged receipt of the grievance by the Company. The Company shall provide the Union, grievor and Shop Steward with a written reply to the grievance as soon as is reasonably practicable, but in any case not later than ten (10) calendar days from the Step 1 meeting.

Step 2

Failing a resolve to the grievance at Step 1, and within twenty (20) calendar days of the Company's reply, the grievor and the Union Representatives (Union Officer and Shop Steward) and the Director of Human Capital (or in their, absence their designate) shall meet in an attempt to resolve the grievance. The Company shall provide the Union, grievor and Shop Steward with a written reply to the grievance as soon as is reasonably practicable, but in any case not later than ten (10) calendar days from the Step 2 meeting.

Where the grievance is filed by the Company or the Union at this step, the Company Representative(s) and the Union Representative(s) shall meet in an attempt to resolve the grievance.

Step 3

Failing a resolve at Step 2, and within ten (10) calendar days of receipt of a written reply, either Party may advance the grievance in accordance with Clause 8.04.

Alternatively, the Parties may mutually agree to refer the matter to "Mediation-Arbitration" pursuant to Section 105 of the B.C. Labour Code.

- 8.03 The time limits listed above may be extended, in writing, only by mutual consent between the Parties.

Arbitration Procedure

- 8.04 The Company and the Union shall endeavour to agree upon the selection of an acceptable Arbitrator to hear and render a final and binding decision on the grievance or matter(s) in dispute. In the event the Parties are unable to agree upon the selection of an Arbitrator, either Party may apply to the Director of the Collective Agreement Arbitration Bureau pursuant to Section 86 of the B.C. Labour Code for the appointment of an Arbitrator.
- 8.05 The Arbitrator, as selected or appointed, shall contact the Parties and schedule a hearing into the grievance or matter in dispute, where they shall consider the submissions and the evidence submitted by the Parties and render a decision within ten (10) calendar days. The decision of the Arbitrator shall be final and binding on the Parties. Each Party shall bear one-half (½) the costs of the Arbitrator.

- 8.06 Provided both Parties agree, the grievance or matter in dispute may be referred to a three (3) person Panel of Arbitrators consisting of a Chairman as selected by the respective nominees of the Parties.

The decision of the majority will be the decision of the Panel and shall be final and binding on the Parties. If there is no majority decision, the decision of the Chairman is the decision of the Panel.

In the case of a three (3) person Panel, each Party shall bear the costs associated with their own nominee to the Panel and one-half (½) the costs of the Chairman.

- 8.07 The Arbitrator or Panel of Arbitrators shall be restricted to the authority as set out at Section 89 of the B.C. Labour Code with respect to the interpretation and application of the existing Agreement and shall have no authority or jurisdiction to alter, modify, delete or supplement any existing provision of the Agreement in any way.

CLAUSE 9 - DISCHARGE OF EMPLOYEES

- 9.01 Except for lay-offs pursuant to Clause 19 of this Agreement, no employee shall be discharged other than for proper cause.

- 9.02 The Company reserves the right to discharge any employee, without notice, for proper cause, including but not limited to the following causes:

1. Dishonesty
2. Drunkenness
3. Refusal to obey a lawful order
4. Absence without leave
5. Drinking intoxicating liquors while on duty
6. Permitting unauthorized persons on vehicles, provided "no riders" stickers are on vehicles.
7. Willful abuse of sick leave privileges
8. Impairment due to the improper use of drugs
9. Willful abuse of Company equipment/machinery/facilities.

- 9.03 Any discharged employee may, within seventy-two (72) hours of their discharge, in writing, require the Company to give to them the reasons for their discharge and the Company will give such reasons to them in writing, within seventy-two (72) hours of such request, and in the event of any dispute or difference as to whether or not there was proper cause for the discharge of an employee only the reasons so set forth in writing shall constitute cause.

- 9.04 If an employee is discharged or suspended for any reason whatsoever and feels that they have been unjustly dealt with, or if an employee, laid-off pursuant to Clause 19 of this Agreement, is not re-hired and feels that they should have been re-hired, the dispute shall constitute a grievance to be settled pursuant to the provisions of Clause 8 hereof, provided that the grievance shall be launched within fourteen (14) calendar days of the discharge or suspension.

- 9.05 The nature of a suspension, length of a suspension and the date of implementation of a suspension shall be provided to an employee in writing and the Union shall be so notified immediately.

CLAUSE 10 - LEAVES OF ABSENCE

10.01 General

- (a) Following fifty-two (52) weeks of employment, an employee may apply for a leave of absence without pay and such application shall not be unreasonably denied by the Company.
- (b) The basis for the denial shall be when the reason for, the timing and/or duration of the leave will unduly affect the efficient operation of the Department, the reputation of the Company or the business.
- (c) Applications for a leave of absence must be in writing and registered with the Director of Human Capital, or in their absence, their designate, not less than thirty (30) calendar days in advance of the anticipated commencement of the leave.

The Company may accept applications filed within the thirty (30) calendar day period where unanticipated or compassionate circumstances are present.

- (d) Where the application for the leave is granted, the Company will confirm the approved duration and the purpose of the leave in writing. The Company agrees to provide notification of granting or denial of the application not later than seven (7) calendar days from the date the application is received by the Company.
- (e) If such leave of absence is used for purpose(s) other than those for which it is granted, it may be cause for dismissal.

10.02 Bereavement Leave

In the event of death in the immediate family of an employee, the Company shall grant the following working days leave of absence with pay when such leave is necessary in order to make arrangements for and/or to attend the funeral:

Four (4) days for spouse (including common-law spouse), children (including step) and parents (including step);

Three (3) days for parents-in-law, brother/sister (including step), grandparents and grandchildren;

Two (2) days for brother/sister in-law and grandparent(s) in-law.

It is understood funeral leave is payable only for working time lost.

10.03 Pregnancy, Parental, Family and Adoption Leave

- (a) The Company will grant Pregnancy, Parental, Family and Adoption Leave without pay, consistent with the provisions of Sections 50, 51 and 52 of the Employment Standards Act of B.C.

- (b) In addition to the Leave outlined in (a) above, a birth father may take up to two (2) calendar days leave without pay on, or immediately following, the birth of the employee's child. Banked time (if available) shall be used to offset any wage loss on such leave.
- (c) Employees on Pregnancy, Parental or Adoption Leave as provided in this Clause, shall provide the Company with a minimum of fourteen (14) calendar days notice of their intended return to work from leave.

10.04 **Jury Duty**

- (a) All working time lost by an employee due to necessary attendance on jury duty, or any court proceedings arising out of their employment, shall be paid for at the rate of pay applicable to said employee. No employees shall be paid until they have provided proof satisfactory to the Company of such attendance.
- (b) Any employee on jury duty shall, subject to this provision, make themselves available for work before or after being required for such duty, wherever practicable. All jury duty pay or witness fees received by the employee from the courts shall be reimbursed to the Company.

CLAUSE 11 - WELFARE PLAN AND PENSION PLAN

11.01 Effective the first day of the month following one hundred four (104) shifts employment, the Company shall provide a Welfare Plan for all employees covered by this Agreement (excluding those listed hereunder) with the following benefits:

- (a) Life Insurance in the sum of \$30,000.00 upon death from any cause whatever.
- (b) Accidental Death and Dismemberment in the principal sum of \$30,000.00, both occupational and non-occupational coverage.
 - (i) In the event of death by accident, the principal sum will be paid in addition to the Life Insurance benefit in 11.01(a).
 - (ii) In the event of dismemberment or loss of sight due to accident, the following amounts will be paid:

1. Both hands or feet	The Principal Sum
2. Sight of both eyes	The Principal Sum
3. One hand and one foot	The Principal Sum
4. One hand and the sight of one eye	The Principal Sum
5. One foot and the sight of one eye	The Principal Sum
6. Sight of one eye	Half the Principal Sum
7. One hand or one foot	Half the Principal Sum

- (c) The following schedule of additional Life Insurance shall apply to all employees with dependents upon death of the employee:

First dependent	\$30,000.00
Each additional dependent	\$7,500.00

- (d) Sick Benefit in the sum of sixty-five percent (65%) of the employee's gross weekly base rate for a period of fifty-two (52) weeks, to become effective on the first (1st) day in the event of a non-compensable accident and on the fourth (4th) day of any sickness.

To apply for Sick Benefit, an employee must obtain the appropriate Sick Benefit application forms from the Company.

In addition, any employee that is on Weekly Indemnity may, at their option, make up their benefit to full salary by using Earned Sick Leave entitlements from the current year, followed by any remaining Banked Sick Leave accumulations, as per 11.03(a), (b) and (g) or, in the alternative, an employee may choose to use "Banked Days" to top-up Weekly Indemnity. An employee who draws down on their Banked Sick Leave accumulations in this manner, to a level that is less than eighteen hundred dollars (\$1,800.00), will have the option to replenish the Banked Sick Leave balance to a maximum of nine thousand dollars (\$9,000.00) by directing their current year Earned Sick Leave into their Banked Sick Leave account.

On presentation of a receipt from the Physician, an employee shall be reimbursed up to twenty-five dollars (\$25.00) for each physician's statement completed in any sickness or accident period as requested by the Company.

- (e) Medical coverage and benefits equivalent to those provided by the Medical Services Plan of B.C.
- (f) Extended Health Benefits Plan equivalent to the coverage provided by the Medical Services Association of B.C.

Additional coverage of one million dollars (\$1,000,000.00) in out-of-province Medical Coverage.

- (g) A Dental Plan providing the following coverage:

- One hundred percent (100%) payment for Plan A (Basic Services)
- Seventy-five percent (75%) payment of claims for Plan B (prosthetic appliances, crown and bridge procedures)

Claims under Plans A and B are limited to three-thousand dollars (\$3,000.00) per year for each person covered.

- Fifty percent (50%) payment of claims for Plan C (Orthodontics) to a maximum of one thousand dollars (\$1,000.00) per annum, two-thousand dollars (\$2,000.00) per life.

- (h) A Long Term Disability Plan (LTD Plan) providing a benefit of fifty percent (50%) of an employee's weekly base rate to commence after weekly indemnity ceases, payable to age sixty-five (65). This benefit to be reduced by any amount payable by the Canada Pension Disability Plan. Provisions of LTD Plan to include eligibility if employee is unable to perform duties of their own occupation for a period of two (2) years and/or the Company is unable to provide a suitable job to the disabled employee. After two (2) years, the employee must be unable to perform the normal duties of any occupation.

If deemed appropriate, benefit recipients may be required to participate in a rehabilitation program developed through consultation with the Company, the Union and professional rehabilitation specialists.

- (i) An Optical Plan to provide one hundred fifty dollars (\$150.00) of coverage for each two (2) year period, applicable to each eligible person.

11.02 The cost of the benefits contained in Clause 11.01 shall be borne one hundred percent (100%) by the Company.

11.03 **Earned Sick Leave**

- (a) Commencing on the first (1st) of the month following completion of the probationary period, all employees will be credited sick days at the rate of one-half (½) day per month in which wages are earned, to a maximum of six (6) days per year.
- (b) On October 1st of each year, all employees will be credited with six (6) sick days to be available for use, prior to September 30th of the following year, as sick days and/or top up to their Weekly Indemnity.

An employee who leaves during a year and has used more sick days than one-half (½) day per month, a pro ration of sick days used, but not earned, will be recovered from their final pay.

- (c) Unused sick days at the end of each contract year shall be credited at one hundred percent (100%) for each day remaining and one hundred twenty-five percent (125%) if no days were used in the year.
- (d) On October 1st of each year, an active employee may elect to:
1. receive any unused days in cash at their current rate of pay (less statutory deductions), or
 2. have the equivalent value contributed to an RRSP in the name of the employee. Employees must provide a copy of their previous years Income Tax notice of assessment proving they have sufficient room to contribute to their RRSP.
- (e) Where any absence, occasioned by sickness or accident, is not covered for payment by either the Sick Benefit (11.01(d)) or Compensation, employees shall draw on accumulated Sick Leave time so accumulated in the following manner:
- (i) First (1st) day of absence - One (1) full day's pay
 - (ii) Second (2nd) day of absence - One (1) full day's pay
 - (iii) Third (3rd) day of absence - One (1) full day's pay

Thereafter, the balance of accumulated Sick Leave to be applied and paid at the full daily rate for each day the employee's absence exceeds fifty-two (52) weeks and is not covered by the Sick Benefit.

Employees must use their "Earned Sick Leave" days before they can access their "Banked Sick Leave" account.

- (f) It is understood by the Parties that Sick Leave is intended to be utilized by employees who experience a bona fide medical illness/disability and not for the booking of days off.

The Employer may also request a report from a qualified medical practitioner, where total days of absence exceeds annual sick leave entitlement, or less if it appears a pattern of absence is developing.

Banked Sick Leave

- (g) Existing employees with unused balances in their Banked Sick Leave account had those balances frozen (in dollars based on their December 31, 2004 rate) and will not accrue any additional sick leave beyond that outlined above.

Employees with unused 'frozen' balances may, for the calendar year in which ratification is achieved and at October 1st of each subsequent year up to their year of retirement, elect to:

1. leave their Banked Sick Leave as is,
2. receive up to eighteen hundred dollars (\$1,800.00) in cash (less statutory deductions), or
3. have up to eighteen hundred dollars (\$1,800.00) contributed to an RRSP in the account of the employee. Employees must provide a copy of their previous years Income Tax notice of assessment proving they have sufficient room to contribute to their RRSP.

This process will take place each year until the Banked Sick Leave accumulation is eliminated.

- (h) At the time of retirement, employees may elect to have any unused Sick Leave accumulations paid out, in the same manner as outlined in 11.03(d), or opt to use such accumulations for time-off towards an earlier departure date based on their current hourly rate.

11.04 Pension

The Company shall continue to participate in the Teamsters Canadian Pension Plan in accordance with Appendix "A" attached hereto, which shall form part of this Agreement.

- 11.05 (a) The Company shall continue to pay welfare fees and submit Union dues on behalf of employees who are off work due to illness or compensation.

Terminated employees who invoke the Grievance Procedure under Clause 9.04 shall continue to be protected in the same manner. However, to provide payment for this, the terminated employee must leave sufficient funds with the Employer, or have paid on their behalf, in advance, the monthly payment directly to the Employer. Should the termination be overturned, reimbursement for such costs will be subject to the terms of the grievance resolution.

- (b) For the purpose of this Clause only, any employee off ill or on compensation shall be deemed to be on the payroll.
- (c) All working time lost by an employee due to completing driver's tests or doctor's examinations shall, provided such test or examinations are required by the Company, be paid for at the rate of pay applicable to said employee.

11.06 Exclusions

- (a) Employees (Summer-Help) whose term of employment does not exceed the period April 1st to September 30th inclusive.
- (b) General Relief (per Clause 19.02(c)) who do not work fifty percent (50%) of the standard work hours in an accounting period for their Job Classification.

These employees shall be excluded from the provisions of Clause 11, Welfare Plan.

CLAUSE 12 - COMPENSATION COVERAGE AND OCCUPATIONAL HEALTH AND SAFETY

Compensation Coverage

- 12.01 (a) A return to work program is intended to provide temporary work to an employee who is receiving either WCB Wage Loss benefits or Weekly Indemnity benefits and who is deemed medically able to perform light and/or alternative duties. Wherever possible, and in those cases where the employee is not deemed by the Workers' Compensation Board (WCB) to be supernumerary, every attempt will be made by the Company to provide a suitable return to work program in order to facilitate an expedient return to their regular, posted position.
- (b) In order to be considered for this program, support from both the WCB and the employee's doctor is required. Wherever possible, the employee will be provided with available work for which they are qualified and for which no training is required. No posted employee will lose work as a result of this program and the employee may be required, at the Company's discretion, to work temporarily in an area other than their regular position and/or Department.
- (c) Until the employee returns to their regular, posted position, the employee will be paid the wages assigned to the work they are performing or their regular rate of pay, whichever is greater, and they will be paid for those hours worked. No overtime work will be assigned to an employee while on a return to work program.
- (d) When employees on WCB Wage Loss benefits are directed by the WCB or their physician that they may return to work, they shall be returned to their previous job and rate of pay to see if they are capable of performing the job held at the time of injury, and if so, they shall be kept on the payroll.

In the event the previous job no longer exists, the employee shall be subject to the provisions of Clause 19.

- (e) Any employee injured or disabled on the job and who is required to leave for medical treatment will receive the regular rate of pay for the balance of their assigned shift.
- (f) Where an employee is unable to return to their posted position due to a disabling condition that has been medically certified to the satisfaction of the Company and the Union, the Company may apply to the Union for a waiver of the seniority-posting provisions.

Occupational Health and Safety

- 12.02 (a) The Company undertakes to provide each new employee, at the time of hiring, the necessary orientation for the safe performance of work and handling of materials and products.
- (b) Every employee must take reasonable care to protect their health and safety and the health and safety of others who may be affected by their acts or omissions at work; to carry out their work in accordance with established safe work procedures; to use and wear protective equipment, devices and clothing as required by the Company and or the OH&S Regulations.
- (c) Where required by the Company, an employee who is required to obtain or maintain a First Aid Certificate will have the cost of the course and/or examinations borne by the Company. Time spent attending assigned courses and/or writing examinations shall be considered as part of their workweek and scheduled as such.

CLAUSE 13 - PAY DAYS

- 13.01 Employees shall be paid every Thursday. The amount paid shall include all sums owing by way of wages earned up to and including the Saturday previous.
- 13.02 The Company shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or credit union of the employee's choice on or before the appropriate payday.

CLAUSE 14 - PAY STATEMENTS

- 14.01 All Union employees will be given a pay statement for a pay period during which work was performed. Such statement shall note type of hours worked, type of time off taken in lieu of work, wages paid and other approved statutory and/or regulatory deductions.

CLAUSE 15 - POSTING OF VACANCIES AND PROMOTIONS

15.01 Procedures for Posting of Vacancies

- (a) Posted vacancies shall be determined by the Company. The Company will consider applications from employees who, at the time of a posting, are or will be absent from work as a result of vacation, leave of absence or illness/WCB wage loss benefits during the posting period, in writing, to Human Capital. Employees who are Summer-Help are not eligible to apply to internal postings.

Employees already on the payroll shall be given the first opportunity to apply for the new and/or vacant position before new employees are hired. Applications will be considered from employees in other Divisions if there are no other applicants from the Division in which the vacancy was posted. The decision of the Company shall be final and binding.

- (b) All routes and vacancies shall be posted, within fourteen (14) days of the new route, vacant route, new position or vacant position becoming available, on the bulletin boards at all Locations for a period of seven (7) calendar days with details of rate of pay, currently assigned hours of work, days off, and any other pertinent information. There will be no changes in requirements during the period of the posting.
- (c) There shall be a maximum of two (2) additional vacancies resulting from the posting of the initial vacancy, with the exception of route vacancies. There shall be only one posting created by a route vacancy.

If the subsequent vacancy from either of the processes above is a Holiday Relief or Foreman position, only these positions will be posted prior to an appointment.

- (d) Any employee desiring the vacancy shall make written application, in the form provided by the Company, to Human Capital within the period of posting. An employee selected for or appointed to a vacancy in accordance with this Clause may be required to undergo a trial period. The purpose of the trial period is to familiarize the employee with the requirements of the job and to determine if the successful applicant is suitable. However, such trial period shall not exceed two (2) weeks for all positions unless mutually agreed to by the Company and the employee. The trial period may be shortened and the employee may confirm in the position prior to the expiry of the established trial period, so long as this is mutually agreed to by the Company and the employee.

Upon completion of the trial period as confirmed by the Company, the next subsequent vacancy will be posted.

Employees posting into a Specialized Position, as outlined in 15.01(g), shall undergo a training period of not less than six (6) weeks in duration. If the employee is experienced in the position, an assessment will be undertaken to identify the amount of training required.

If during the trial or training period, the candidate is deemed unsuitable for the vacancy by the Company, the employee will revert to their former route or position. On request, the employee will be provided with a written explanation as to the reasons the employee was not successful. An employee choosing to revert to their previous position within the trial period shall lose all bidding rights for the next six (6) months.

Employees confirming into a Specialized Position will have a non-mobility clause for a period of twelve (12) months following completion of the trial period. The non-mobility clause will not apply to employees who are fully trained and proficient in the position and require no additional training.

- (e) When an employee voluntarily returns to their former position, or is deemed to be unsuitable for the vacancy as stated above in 15.01(d), the Company will fill the vacancy from applicants to the original posting in accordance with 15.02 below. If none are suitable, the Company will re-post the vacant position.
- (f) Any employee applying for a posted position that requires a specific Driver's License/Engineering Certificate/Trade Ticket and/or any other similar required qualification must possess the qualifications necessary for the position at the time of the posting in order to be considered eligible for the position.
- (g) The successful employee filling a vacancy in the following Specialized Positions shall fulfill a non-mobility period of twelve (12) months, whereby they will not be eligible to apply for other vacant positions. The Specialized Positions are Accounts Payable Clerk, Reliefman (All Departments), Pasteurizer, Mix Maker, Cottage Cheese Maker, Ice Cream Maker, Butter Maker, Head Checker, Assistant Foreman and Foreman.

In the event that no suitable applicant is available and the position cannot be filled, then Clause 15.01(g) will be waived and the position will be re-posted.

- (h) The results of the posting will be announced within fourteen (14) calendar days of the closing date of the posting. Upon successful completion of the trial period, the employee shall commence the duties of the new position as soon as reasonably practical.

If the successful applicant's training has not started within thirty (30) days of being awarded the posting, they will receive the greater of the new rate of pay or their current classified rate.

The employee will be confirmed at their new rate of pay after they have successfully completed the trial period.

- (i) The time limit for posting of vacancies may be lowered in cases of extreme emergencies and only with the consent of the Union.
- (j) The Company may appoint a qualified employee to fill a vacancy on a temporary basis until a suitable candidate is selected in accordance with this Clause.

15.02 Determination of Successful Applicant

Operational efficiencies must be ensured and, as such, qualifications, abilities with seniority being the governing factor, shall be the determining factors when selecting applicants for posted positions and shall be applied as follows:

- (a) Foreman and Assistant Foreman vacancies in all Divisions may be filled by the Company without regard to Company seniority.
- (b) The Specialized Positions listed in 15.01(g) will be filled on the basis of Company seniority within the Division, provided the employee's overall qualifications and abilities are relatively equal, as reasonably determined by the Company.

- (c) For remaining positions, they will be filled on the basis of Company seniority within the Divisions, as set out in Clause 19.03, unless the overall qualifications and abilities of the employees are demonstrably different, as reasonably determined by the Company.
- (d) If such vacancies are filled by other than the senior applicant, the Company shall notify the Union within forty-eight (48) hours and shall supply them with the names of all applicants for the vacant position.
- (e) Upon request, unsuccessful applicants shall be notified as to the reason why they were not chosen for the vacant position.

15.03 Temporary Vacancy

- (a) On the occurrence of accident, illness or scheduled Leave of Absence, the Company will attempt to establish within twenty-one (21) days whether an employee will be off for a temporary period exceeding ninety (90) days.
- (b) If the absence is expected to be more than ninety (90) days, the Company will post the temporary vacancy at that Location only for seven (7) calendar days listing rate of pay, currently assigned hours of work, days off and any other pertinent information. There will be no changes in requirements during the time of the posting. The vacancy will be awarded according to Clause 15.02.
- (c) Where required, the Company will fill any subsequent temporary vacancy through appointment, by Company seniority, to a qualified General Relief.
- (d) An employee filling a temporary vacancy will return to their former position on the return of the incumbent employee.
- (e) Should the temporary vacancy become a vacant position, consistent with Clause 15.01(a), at any point, the vacant position will be re-posted pursuant to Clause 15.01.
- (f) The Company may appoint a qualified employee to fill a temporary vacancy until a suitable candidate is selected in accordance with this Clause.

15.04 Vehicle Change

- (a) If the Company requires any employee to possess a higher classification of Driver's License for any driving position due to a vehicle change, the cost of obtaining the license and the driving assessment will be borne by the Company. The Company will allow up to a ninety (90) day grace period for the employee to acquire the necessary license and pass the Company Driving Assessment. The choice of any course or training to secure the appropriate upgraded license will be at the discretion of the Company.
- (b) Required attendance at driver training will be considered part of the employee's regular workday and, where practical, will be scheduled in advance of the vehicle change. The employee will be expected to attend to their regular and/or other duties prior to or after attending the required driver training.

- (c) By mutual agreement between the Company and the employee, the Parties may agree to an additional ninety (90) day grace period to upgrade to the necessary license and/or pass the Company Driving Assessment. All costs will be borne by the employee and completed on the employee's own time.
- (d) When an employee is unable or unwilling to obtain the required license, notwithstanding that there is no reduction of positions as defined in 19.04(a), the employee will be laid-off and shall be eligible to displace the most junior employee in their Classification in the Sub-Department of the Division at their Location.
- (e) Where there is no junior employee in their Classification, or where the employee who is to be laid-off pursuant to 15.04(d) elects not to exercise the right to displace the junior employee in the Classification, they may elect to go to the General Relief list.
- (f) The junior employee displaced pursuant to 15.04(d) shall be given the opportunity to obtain the required license in accordance with this Clause and to assume the duties of the route/position identified in 15.04(a).

15.05 Promotion Outside Bargaining Unit

- (a) Employees who leave the bargaining unit on a trial basis (up to three (3) months) but remain in the employ of the Company, shall continue to remit Union dues and shall have the right to re-enter the bargaining unit and retain their full Company seniority.
- (b) Following the trial period, bargaining unit seniority shall be frozen and re-entry to the unit shall be at the Company's discretion.
- (c) Re-entry shall be to the General Relief list until a position vacancy is obtained consistent with Clause 15.01 of this Agreement.

CLAUSE 16 - NEW CLASSIFICATIONS

- 16.01 The Company shall negotiate with the Union, the establishment of and the rate of wages to be paid for any Classification of work other than those set forth in the Wage and Classification Schedule(s).
- 16.02 In the event that the Company and the Union cannot reach agreement concerning any proposed Classification of work and wage rate, either Party may invoke the Grievance Procedure set forth in Clause 8 of this Agreement. The rate established by mutual agreement or Arbitration shall be retroactive to the day the employee was assigned to such position.

CLAUSE 17 - LOSS OF WAGES

- 17.01 No employee shall suffer a reduction of earnings or rate of earnings because of the adoption of this Agreement. For the purposes of this Clause, earnings shall not be deemed to include overtime earnings.

CLAUSE 18 - NEW EMPLOYEES

18.01 New, inexperienced employees (excluding Summer-Help) shall receive thirty percent (30%) less than the rate provided herein for the first two hundred eight (208) working shifts and twenty percent (20%) less than the rate provided herein for the next two hundred eight (208) working shifts and full scale thereafter. This shall include General Relief.

Maintenance Trades as well as all positions requiring a Class 1 Driver's License will start at full rate.

An employee who receives their Class 1 license during their employ would receive the full rate of the position.

18.02 Experienced employees who terminate their employment with another Company covered by the Union and are hired by the Company (in the same capacity) shall be considered experienced and paid as such, provided the employee is not absent from the trade for a period exceeding six (6) months.

CLAUSE 19 - SENIORITY, PROBATIONARY PERIOD, REDUCTION OF STAFF, SEVERANCE PAY, LAY- OFF AND RIGHT OF RECALL

19.01 Seniority

Company seniority as defined at Clause 19.02(b) of this Agreement will be permanently lost, recall rights will be voided and the Company will have no further obligation to an employee where:

1. An employee voluntarily terminates their employment;
2. An employee is discharged for just cause;
3. An employee is on uninterrupted lay-off for a period exceeding twelve (12) months;
4. An employee does not return to work on the specified date following an approved Leave of Absence; or
5. An employee fails to report to work in response to a recall from lay-off.

19.02 Probationary Period and Seniority Lists

- (a) A probationary period for each new employee in which one hundred and four (104) working shifts are to be completed within a period of three hundred and sixty-five (365) consecutive calendar days. During such time, seniority will not apply and an employee may be laid-off without reference to seniority and the Company will not be obligated to rehire such employee.
- (b) Company seniority (date of hire) will be granted to employees who have completed the probationary period and will be the length of service in the bargaining unit in the employ of the Company.

(c) There will be two (2) Seniority Lists. The first list will include all full-time employees and the second list will include all General Relief. Such lists will be posted in all Locations and supplied to the Union by the Company on or about April 1st and October 1st of each year and will include all employees that have achieved a seniority date pursuant to 19.02(b). The Full-Time List will show the employees' names seniority dates, Classifications and Locations. The General Relief List will show the employees' names, seniority dates and Locations.

(d) Where a regular full-time employee works more than one (1) Classification on a regular basis (excluding Reliefman, Assistant Foreman and Foreman), there will be no changes made to their Classification from the one into which they last posted.

A full-time employee's Classification will not change from their regular posted position if they are temporarily posted, or assigned to work, in a different Classification.

(e) General Relief will be asked at their date of hire to select their availability for:

- (i) Victoria and/or Cassidy Locations, or
- (ii) Mainland Locations.

General Relief wishing to change availability shall notify the Company in writing.

(f) General Relief may express their preferences for shifts and waive their right to be scheduled for any shift less than the designated full shift by advising the Company in writing. Failure to provide the written waiver will result in the General Relief being scheduled for the available shifts at the discretion of the Company.

(g) The Company undertakes to consider General Relief preferences and availability, however, notwithstanding the employees' written availability and preferences pursuant to 19.02(e) and (f) above, it is understood that General Relief will be scheduled by qualifications and Company seniority in accordance with the operational requirements of the Company.

(h) Summer-Help Employees

- (i) May be employed to supplement the regular workforce and provide additional help between April 1st and September 30th.
- (ii) Summer-Help employees will not displace full-time employees or General Relief.
- (iii) Summer-Help employees will not accrue seniority rights, nor be guaranteed a minimum number of hours.
- (iv) Summer-Help employees will be laid-off not later than September 30th in any calendar year.

19.03 Reduction of Staff - Permanent Job Loss - Full-Time Employees

(a) All full-time employees shall be given fourteen (14) calendar days notice before being laid-off. Employees shall give the Company the same notice when the employee intends to terminate employment.

- (b) A reduction in staff may only be effected in accordance with the following procedures in 19.04 or 19.05, recognizing the following Locations/Divisions/Departments/Sub-Departments:
- (i) Victoria Location Divisions:
 - 1. Production and Distribution
 - 2. Office
 - 3. Maintenance
 - (ii) Cassidy Location Divisions:
 - 1. Distribution
 - (iii) Mainland Location Divisions:
 - 1. Production and Distribution
 - 2. Office
 - 3. Maintenance
- (c) There shall be no bumping (displacing) into other Divisions.
- (d) The Victoria Production and Distribution Division will be divided into two (2) Departments with Sub-Departments as follows:
- (i) Department - Production
 - Sub-Dept: Ice Cream
 - Culture (includes Cream Cheese; Cottage Cheese; Sour Cream; Milk Cups)
 - Fluid (includes Mix Making)
 - Cooler-Freezer (includes Case Dock)
 - Warehouse
 - (ii) Department - Distribution
 - Sub-Dept: Freight
 - Wholesale
- (e) The Cassidy Distribution Division will consist of one (1) Department with Sub-Department as follows:
- (i) Department - Distribution
 - Sub-Dept: Freight
 - Wholesale
- (f) The Mainland Production and Distribution Division will be divided into two (2) Departments with Sub-Departments as follows:
- (i) Department - Production
 - Sub-Dept: Fluid
 - Cooler-Freezer
 - Warehouse

- (ii) Department - Distribution
Sub-Dept: Freight
Wholesale

19.04 **Bumping Procedure for Production and Distribution Division**

- (a) Where the Company decides to permanently reduce the number of full-time positions by lay-off for any reason whatsoever, in accordance with the provisions of Clause 19.03 above, the laid-off employee affected may elect to bump a more junior employee in Company seniority, subject to the laid-off employee having the formal qualifications required (e.g. Trade Ticket or Driver's License) and the demonstrated ability in other jobs so as to be able to satisfactorily assume the duties of the position within a three (3) week time period.

Step 1 The affected employee may elect to bump the junior employee in the Classification within the Sub-Department where the reduction of staff is identified. If there is no junior employee within the Classification in the Sub-Department, the affected employee will proceed to Step 2 below.

Step 2 The junior employee within the Classification displaced from Step 1 above may elect to bump the junior employee in the Sub-Department. If there is no junior employee within the Sub-Department, the affected employee will proceed to Step 3 below.

Step 3 The junior employee within the Sub-Department displaced from Step 2 above may elect to bump the junior employee in the Department. If there is no junior employee within the Department, the affected employee will proceed to Step 4 below.

Step 4 The junior employee within the Department displaced from Step 3 above may elect to bump the junior employee in the Division. If there is no junior employee within the Division, the affected employee will proceed to Step 5 below.

Step 5 The junior employee within the Division displaced from Step 4 above may elect to bump the junior employee regardless of Location. If there is no junior employee regardless of Location, the affected employee will proceed to Step 6 below.

Step 6 The junior employee within the Location displaced from Step 5 above may elect to exercise their options under 19.04 (b) below.

Bypass

The affected employee may bypass Step 1 at their option and with the Company's concurrence, provided the employee who would have been displaced in Step 1 has more Company seniority than the employee does in Step 2.

An employee displaced through Step 1 may bypass Step 2, at their option and with the Company's concurrence, provided the employee who would have been displaced in Step 2 has more Company seniority than the employee does in Step 3.

An employee displaced through Step 2 may bypass Step 3, at their option and with the Company's concurrence, provided the employee who would have been displaced in Step 3 has more Company seniority than the employee does in Step 4.

An employee displaced through Step 3 may bypass Step 4, at their option and with the Company's concurrence, provided the employee who would have been displaced in Step 4 has more Company seniority than the employee does in Step 5.

- (b) Those identified for lay-off or displacement as described in the procedures above may, at any time prior to electing to displace another full-time employee or who do not have the Company seniority to bump another employee, elect to:
 - (i) Be placed on the General Relief List in order of Company seniority,
 - (ii) Be laid-off with a Right of Recall in accordance with Clause 19.07, or
 - (iii) Accept severance pay in accordance with the provisions of Clause 19.08.
- (c) Any employee who displaces an employee in a Specialized Position as set out in Clause 15.01(g) will be subject to the non-mobility period contained therein.
- (d) An employee bumping into a driving position must possess the necessary license and pass the Company Driving Assessment prior to assuming the regular duties of the position. Upon completion, the employee will assume their new position.
- (e) The employee to be displaced may remain in the driving position until the bumping employee passes the Company Driving Assessment.
- (f) Where the bumping employee does not possess the required Driver's License or is unable to pass the Company Driving Assessment, the employee will bypass this Step in the Bumping Procedure and proceed to the next applicable Step.

19.05 Bumping Procedure for Office and Maintenance Divisions

Step 1 The affected employee displaces the junior employee in the Classification within the Division where the reduction of staff is identified. If there is no junior employee within the Classification in the Division, the affected employee will proceed to Step 2 below.

Step 2 The junior employee within the Classification displaced from Step 1 above may elect to bump the junior employee in the Division. If there is no junior employee within the Division, the affected employee will proceed to Step 3 below.

Step 3 The junior employee within the (Office only) Division displaced from Step 2 above may elect to bump the junior employee within the (Office only) Division regardless of Location.

Those identified for lay-off or displacement as described in the procedures above may, at any time prior to electing to displace another full-time employee or who do not have the Company seniority to bump another employee, elect to:

- (i) Be placed on the General Relief list in order of Company seniority,
- (ii) Be laid-off with a Right of Recall in accordance with Clause 19.07, or
- (iii) Accept severance pay in accordance with the provisions of Clause 19.08.

19.06 Temporary Lay-off

- (a) A temporary lay-off of staff dictated by supply, exceptional weather conditions, emergency or suspension of an operation due to maintenance or breakdown shall be in reverse order of Company seniority and shall affect only the Job Classification in the Sub-Department of the Location concerned. Employees will be recalled in order of Company seniority.
- (b) The Company may apply to the Union for its consent to waive Company seniority and the Union will consider such application.
- (c) A full-time employee will not be subject to a temporary lay-off if there are shifts available at that Location that are usually assigned to General Relief. Such shifts will be offered to the qualified full-time employee in an attempt to provide them with as many weekly hours as possible.

19.07 Lay-off from Full-Time and Right of Recall

- (a) Any employee laid-off or displaced from a posted position, per Clause 19.04 or 19.05, will be afforded the option to waive the reduction of staff procedure and accept a lay-off from the Location in which they were employed with the Right of Recall to that Location only. This option must be completed and signed at the time of displacement from the posted position and will provide for the Right of Recall to a vacant full-time position for twelve (12) months from the date of initial lay-off.
- (b) The employee will leave with the Company an address and phone number at which the employee can be served notice of rehire. The onus will rest with the employee to maintain a correct address and phone number.
- (c) An employee who works a total of fifty-two (52) shifts or more from the first (1st) day of lay-off in the previous twelve (12) months will be entitled to:
 - (i) Renewal of their Right of Recall for twelve (12) months, and
 - (ii) The option to waive the reduction of staff procedure and renew the lay-off option previously selected.
- (d) Employees who fail to work a minimum of fifty-two (52) shifts in any recall period (12 months) from the date of original lay-off will be transferred to the General Relief Seniority List.
- (e) Employees may waive placement on the General Relief List and accept severance pay in accordance with Clause 19.08.
- (f) Seniority will not accumulate during the lay-off period if shifts are not worked.
- (g) At any time within the twelve (12) month period from the date of lay-off, an employee on the recall list may advise the Company that they elect to accept severance pay in accordance with Clause 19.08.
- (h) Any employee failing within seven (7) calendar days to respond to a recall to work notice delivered by registered mail to the employee will be deemed to have forfeited both the Right of Recall and seniority and is subject to the provisions of Clause 19.08.

19.08 **Severance Pay**

- (a) Severance pay shall apply to all employees.
- (b) In respect of an employee whose termination arises out of or is attributable to:
 - 1. The elimination of a job process, or
 - 2. The introduction of equipment or methods which reduces the number of employees, provided they have one (1) year or more service, they shall be eligible for severance pay at the rate paid at the time of severance.
- (c) All employees with one (1) to five (5) years of service shall receive two (2) weeks severance pay when termination is due to reasons outlined in this Section. Additional severance pay shall accrue at the rate of two (2) weeks of full pay for each year of service commencing with the sixth (6th) year of service but shall not exceed a total of thirty-two (32) weeks of full pay.
- (d) Upon termination such employee shall, at their option, be placed on the Recall list as provided for in 19.07(a) of this Clause for a period of four (4) weeks. At the end of four (4) weeks, the employee so affected shall have the option of remaining on the Recall list or accepting severance pay.

Should they elect to remain on the Recall list, they may renew their option every fourth (4th) week but in any event, providing no suitable employment has been provided by the Company, they must accept severance pay no later than fifty-two (52) weeks from the date of termination.

- (e) Any employee electing to take severance pay under the terms set out above shall forfeit all rights under this Agreement.

Any employee electing to retire on Pension prior to normal retirement age shall not be eligible for severance pay.

- (f) Severance pay shall be paid in addition to all other sums owing to the employee.

19.09 Where any dispute arises, such dispute shall constitute a grievance and will be settled pursuant to the grievance provisions of this Agreement.

19.10 **Pay upon termination**

All employees terminating their employment shall receive vacation pay at four percent (4%); six percent (6%); eight percent (8%); ten percent (10%); twelve percent (12%); or fourteen percent (14%) of their annual earnings in lieu of unused vacation to which they are entitled. In addition, banked days and/or Statutory Holidays shall be paid out at the current rate of pay.

Earned and Banked Sick Leave shall be paid out in accordance with Clause 11.03.

In the event of the death of an employee, these entitlements shall be paid to the employee's beneficiary, or to their Estate if there is no beneficiary.

CLAUSE 20 - MINIMUM PAY

20.01 When an employee is called to work on any of their days off, they shall receive a minimum of four (4) hours pay or pay at the overtime rates for all time worked, whichever is the greater.

CLAUSE 21 - EATING AND REST PERIOD

21.01 No employee shall work longer than five (5) hours without one-half ($\frac{1}{2}$) hour off for the purpose of eating a meal. Employees who are required to be "on site" during their meal break shall be paid for that break.

21.02 All employees shall be entitled to a ten (10) minute break in the forenoon and afternoon, without loss of pay.

21.03 All employees shall be entitled to a paid ten (10) minute break immediately following the standard shift if overtime in excess of one (1) additional hour is anticipated.

CLAUSE 22 - ANNUAL VACATIONS

22.01 Anniversary Date/Vacation Year

- (a) January 1st of each year will be the common anniversary date for the purpose of calculating annual vacation entitlement and vacation pay. January 1st to December 31st of each year is known as the Vacation Accrual Period.
- (b) Annual vacation entitlement earned during the Vacation Accrual Period will be taken between May 1st of one year to April 30th of the following year. This is known as a Vacation Year.
- (c) Employees hired during a Vacation Accrual Period will be granted a pro-rata entitlement and may be entitled to schedule vacation during a Vacation Year in accordance with the procedures below.
- (d) Employees who may, because of the seasonal nature of the work, be employed in such a manner as to be subject to short periods of lay-off, shall accumulate working time in successive years towards vacation schedule and shall receive pro-rated vacation pay depending on the number of months worked, as follows:

12 months worked	- 2 weeks' vacation or 4% vacation pay
24 months worked	- 3 weeks' vacation or 6% vacation pay
36 months worked	- 4 weeks' vacation or 8% vacation pay
48 months worked	- 5 weeks' vacation or 10% vacation pay
60 months worked	- 6 weeks' vacation or 12% vacation pay
72 months worked	- 7 weeks' vacation or 14% vacation pay

22.02 Vacation Entitlement

Employees shall accrue annual vacation entitlement during the Vacation Accrual Period and shall be granted annual vacation during the Vacation Year on the following basis:

- One (1) year of service equals two (2) weeks annual vacation, payable at the employee's regular rate of pay or at four percent (4%) of gross annual earnings during the Vacation Accrual Period, whichever is greater.

- Two (2) to six (6) years of service equals three (3) weeks annual vacation, payable at the employee's regular rate of pay or at six percent (6%) of gross annual earnings during the Vacation Accrual Period, whichever is greater.
- Seven (7) to thirteen (13) years of service equals four (4) weeks annual vacation, payable at the employee's regular rate of pay or eight percent (8%) of gross annual earnings during the Vacation Accrual Period, whichever is greater.
- Fourteen (14) to seventeen (17) years of service equals five (5) weeks annual vacation, payable at the employee's regular rate of pay or at ten percent (10%) of gross annual earnings during the Vacation Accrual Period, whichever is greater.
- Eighteen (18) to twenty-four (24) years of service equals six (6) weeks annual vacation, payable at the employee's regular rate of pay or at twelve percent (12%) of gross annual earnings during the Vacation Accrual Period, whichever is greater.
- Twenty-five (25) or more years of service equals seven (7) weeks annual vacation, payable at the employee's regular rate of pay or at fourteen percent (14%) of gross annual earnings during the Vacation Accrual Period, whichever is greater.
- Employees off work during a Vacation Accrual Period due to illness or on WCB wage loss benefits or other approved leave of absence shall have their vacation entitlement credited as follows:
 - two (2) months if entitled to two (2) weeks
 - three (3) months if entitled to three (3) weeks
 - four (4) months if entitled to four (4) weeks
 - five (5) months if entitled to five (5) weeks
 - six (6) months if entitled to six (6) weeks
 - seven (7) months if entitled to seven (7) weeks

The above credit is in addition to all time worked during the Vacation Accrual Period provided that the sum of the credit and the time worked does not exceed one (1) year, providing such employee worked during the Vacation Accrual Period.

22.03 Vacation Pay Top-Up

Where the calculation of vacation pay payable to an employee results in a shortfall between the employee's regular rate of pay, paid during the employee's annual vacation period(s) taken, and the percentage of vacation pay payable, consistent with 22.02 above, the difference will be paid as a single "top-up" payment not later than March 1st of the following year. A statement showing the calculation will be provided to the employee.

22.04 Posting of Vacation Schedules & Procedures - Full-Time Employees

- (a) Vacation schedules for the Summer Period (May 1st to September 30th inclusive) shall be posted by January 15th and vacation selections, by Company seniority, will be completed by April 1st of each year.

- (b) Vacation schedules for the Winter Period (October 1st to April 30th inclusive) shall also be posted by January 15th and vacation selections, by Company seniority, will be completed by September 1st of each year, subject to 22.05(a).
- (c) An employee may schedule their entire vacation entitlement in one (1) continuous period provided they schedule their selection during the Winter Period (October 1st to April 30th).
- (d) All employees in each Department at each Location shall be given the opportunity to select their annual vacation in the Summer Period and/or Winter Periods in order of Company seniority. Employees in each Department at each Location may be divided into groups of equal number, or as nearly as reasonably possible, and listed in order of Company seniority. Group(s) will have the most senior employee at the top of the first (1st) group followed by the second (2nd) most senior employee at the top of the second (2nd) group etc. until all groups are filled.

All employees, at each Location, shall be given the opportunity to select their annual vacation on combined, or "grid-style", vacation boards wherever possible. All boards will be posted in a visible location within the area and will show vacation and stat time booked.

- (e) It is the employees' responsibility to make their vacation selection(s) by April 1st for the Summer Period selections and by September 1st for the Winter Period selections. After these deadlines any employee, regardless of Company seniority, may select any unscheduled vacation periods on a first come, first served basis according to their vacation entitlement.
- (f) Upon notification of their turn by the Supervisor, an employee will have four (4) calendar days to submit their selection in writing or the employee will, subject to extenuating circumstances (the onus of demonstrating the extenuating circumstances will rest with the employee), forfeit their turn. The available periods remaining for that round of selections will be offered in order of Company seniority to the remaining employees in the group.
- (g) Employees may select their vacation entitlement in periods of one (1) week or more however employees may also request authorization from the Supervisor to select vacation periods in less than one (1) week, providing their remaining vacation entitlement is less than (1) one week. Whenever possible, accumulated time owing will be used to top up a part week of vacation entitlement to make a full week of vacation and that full week selection is then subject to the provisions of 22.07. A selection of a vacation period of less than one (1) week is deemed an employee's selection for the purposes of this Clause.

All periods of the year shall be available for vacation and shall be posted.

- (h) It is understood that there is no carry-over of any unused vacation entitlement, as outlined in 22.01(b), without authorization from the employee's Supervisor. Any vacation entitlement earned during the Vacation Accrual Period, which remains unscheduled as of January 1st in a Vacation Year, will be scheduled where possible. Upon notification of their remaining entitlement by the Supervisor, the employee will have four (4) calendar days to submit their selection in writing, or the Supervisor will schedule their remaining vacation entitlement by the expiry of the Vacation Year (April 30th).
- (i) Any unused annual vacation entitlement from the previous vacation year will not be scheduled until after April 1st or September 1st in a given year.

22.05 Vacation Selection - Summer Period (May 1st to September 30th inclusive)

- (a) After all employees in each group have made their first (1st) selection, or not later than April 1st of each year, the Winter Period of the schedule will be closed. The schedule for the Winter Period will re-open for employees' vacation selection on June 1st.
- (b) Employees entitled to up to four (4) weeks of annual vacation requesting annual vacation during the Summer Period shall, at their option, receive two (2) weeks in one (1) continuous period.
- (c) Employees entitled to five (5) weeks or more of annual vacation requesting annual vacation during the Summer Period shall, at their option, receive three (3) weeks in one (1) continuous period.
- (d) In the event the application of vacation selection as outlined above results in single weeks left open on the vacation schedule, an employee may select one (1) of the single weeks on their first (1st) choice. This selection of one (1) week in the Summer Period shall constitute that employee's first (1st) choice, with any further vacation entitlement being selected from the available time in order of Company seniority.
- (e) Should available vacation time remain open in the Summer Period schedule after all employees covered by the schedule have made their first (1st) selection, the employees shall have the option of making additional Summer Period selections in order of Company seniority. These additional selections, if any, shall be for one (1) week periods.
- (f) The remainder of the vacation entitlement to which such employee is entitled shall be given during the Winter Period.

22.06 Vacation Selection - Winter Period (October 1st to April 30th inclusive)

- (a) Consistent with 22.04(c) above, employees scheduling vacation entitlement during the Winter Period may, at their option, schedule all of their vacation entitlement in one (1) continuous period.
- (b) Should available vacation time remain open on the Winter Period after all employees covered by the schedule have made their first (1st) selection, the employees shall have the option of making additional selections during the Winter Period in order of Company seniority.

22.07 Cancellation of Annual Vacation

There shall not be any change of the dates of a full-time employee's annual vacation from the dates shown in the completed and approved vacation schedules, unless a change has been agreed to by the employee as follows:

- (a) The employee will be asked if they would cancel their vacation in emergency situations, or where operational requirements or lack of suitable available personnel for the safe and/or effective operation of a process exists.
- (b) If the employee does not agree to cancel some or all of their vacation, the Company will accept this decision of the employee.
- (c) Cancelled annual vacation will be reinstated into the employee's vacation accrual and will not be subject to 22.04(i).

22.08 Vacation Selection & Procedures - General Relief

- (a) General Relief will receive their vacation entitlement and vacation pay percentage rate based on their years of service per Clause 22.02 and will receive vacation pay based on their gross annual earnings during the Vacation Accrual Period. General Relief are not entitled to the "greater of" as referred to in 22.02.
- (b) General Relief off work during a Vacation Accrual Period due to illness or on WCB wage loss benefits or other approved Leave of Absence shall have their vacation entitlement credited as follows:
 - two (2) months if entitled to two (2) weeks
 - three (3) months if entitled to three (3) weeks
 - four (4) months if entitled to four (4) weeks
 - five (5) months if entitled to five (5) weeks
 - six (6) months if entitled to six (6) weeks
 - seven (7) months if entitled to seven (7) weeks

The above credit is in addition to all time worked during the Vacation Accrual Period provided that the sum of the credit and the time worked does not exceed one (1) year, providing such employee worked during the Vacation Accrual Period.

- (c) Full-time employees will always have priority over General Relief in the selection of annual vacation periods, subject to the procedures at 22.04(e) and (f) above.
- (d) General Relief will not be entitled to schedule annual vacation during the Summer Period or the two (2) calendar weeks prior to and the one (1) calendar week following Christmas Day in any vacation year.

General Relief must submit their request for annual vacation in writing for approval by their "Home" Department Manager before forwarding their request to the Cooler-Freezer Manager by September 1st of each year. Priority will be accorded by Company seniority. It is the employee's responsibility to make their selection for vacation by September 1st, otherwise a more junior employee may have first (1st) choice.

- (e) Any full-time employee who is displaced into General Relief status during a Vacation Year shall retain, on a one (1) time-only basis, any vacation selection scheduled while a full-time employee.
- (f) If a General Relief does not select their vacation time within a reasonable period of time, their time-off will be selected for them by their scheduling Supervisor.

CLAUSE 23 - STATUTORY HOLIDAYS

23.01 All employees shall receive eleven (11) Government Statutory Holidays and all holidays proclaimed by either the Federal or the Provincial Government with full pay during the year, provided such holidays do not duplicate present Statutory Holidays. The Statutory Holidays shall be:

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

23.02 All permanent employees shall receive one (1) additional Statutory Holiday with full pay, to be given at a mutually agreed upon date for each employee. The additional Statutory Holiday will be added to the accrual bank no later than January 31st of each year.

This provision shall not apply to:

- (a) Employees whose term of employment does not exceed the probationary period (per Clause 19.02 (a)).
 - (b) Summer-Help employees whose term of employment does not exceed the period April 1st to September 30th, inclusive.
- 23.03 Each employee shall be entitled to seven (7) days advance notice prior to receiving Statutory Holidays. Statutory Holidays shall be given immediately prior to or following the employee's weekend days off.
- Each employee shall be entitled to four (4) days' advance notice prior to cancellation of Statutory Holidays. Any Statutory Holidays cancelled with less than four (4) days' advance notice shall accrue at the rate of two (2) days for each day so cancelled.
- 23.04 Statutory Holidays shall not be given in advance, save by mutual consent of the Company and the employee.
- 23.05 Whenever possible, time off for Statutory Holidays will be given on the day of the Statutory Holiday, but when this is not possible, anyone required to work on a Statutory Holiday shall have the option of:

Pay at double (2x) time plus an accrued day to the Stat Bank, or

Pay at regular time with equivalent hours worked to banked day account (per 23.05(a)) and one (1) day to Stat Bank.

No wholesale routes shall go out on Christmas Day or New Year's Day.

- (a) Effective the first (1st) pay period following ratification of this Agreement, the current banked day account will be converted to a dollar amount.

Ongoing Banked Day accruals can be utilized as follows:

- (i) Taken as time off at a mutually agreed date and paid out at the current rate of pay;
- (ii) Top up of disability benefits (Weekly Indemnity);
- (iii) Funds may be withdrawn at the employee's request (less statutory deductions);
- (iv) Transfer of funds to employee's personal RRSP account on request. Employees must prove sufficient room in RRSP account prior to approval.

- (b) Stat Bank

- (i) Accrued days may be utilized as time off at a mutually agreed date;
- (ii) The current practice will continue, whereby the Company has the right to manage outstanding Stat accruals when necessary.

23.06 Any Statutory Holiday owing as of April 30th each year for the previous year shall be paid for in cash in the following pay period at the rate of double (2x) time.

23.07 All employees shall receive all Statutory Holidays with full pay which fall while they are on the payroll, save for:

- (i) General Relief employees (per Clause 19.02(c)), who shall receive payment for a Statutory Holiday in the week in which it occurs.
- (ii) Summer-Help employees shall receive, on termination date, payment of Statutory Holidays as per Clause 23.01, prorated according to the number of shifts worked in the summer season.

It is agreed that, should the number of Statutory Holidays be increased by the Federal or Provincial Government, the prorated payment will be based on the increased number.

23.08 An employee shall be entitled to a paid day off for each such Statutory Holiday, even if it falls on their weekly days off or time off taken in lieu thereof or on their annual vacation.

23.09 Each permanent employee shall be entitled to a Statutory Holiday, even when they are off through illness, quarantine, WCB Wage Loss benefits or lay-off, providing they are not absent for a period exceeding thirty (30) working days immediately prior to the Statutory Holiday. This payment will represent the difference between WCB Wage Loss benefits or sick leave payment and their regular pay for that day.

CLAUSE 24 - DAYS AND HOURS OF WORK AND OVERTIME

24.01 Days and Hours of Work

- (a) The Company will generally schedule its operations through the application of the following principles:

Victoria:

Office:	35 hours per week; 7 hours/day x 5 days per week
Production:	36 hours per week; 9 hours/day x 4 days per week
Distribution:	40 hours per week; 10 hours/day x 4 days per week
Maintenance:	36 hours per week; 9 hours/day x 4 days per week
Checker/Loader:	36 hours per week; 9 hours/day x 4 days per week

Mainland:

Office:	40 hours per week; 8 hours/day x 5 days per week
Production:	40 hours per week; 10 hours/day x 4 days per week PLUS 8 hours/day x 5 days per week
Distribution:	40 hour per week; 10 hours/day x 4 days per week
Maintenance:	40 hours per week; 10 hours/day x 4 days per week PLUS 8 hours/day x 5 days per week
Warehouse:	40 hours per week; 10 hour/day x 4 days per week
Checker/Loader:	40 hours per week; 10 hours/day x 4 days per week

Other alternate shift arrangements currently in place will remain in place.

(b) **Forty (40) hour workweek, ten (10) hour days**

- (i) When the Company, for legitimate business reasons and customer requirements, determines that it is necessary to introduce in a particular work area, a forty (40) hour workweek comprising four (4) days of ten (10) hours each, the Company will provide the Union with a minimum of seven (7) days advance notice of the Company's intention. During that seven (7) day period, the Company will, at the Union's request, meet to discuss the reasons that the Company has for the introduction of the forty (40) hour workweek in the particular work area.
- (ii) At the end of the seven (7) day period, the Company may implement the forty (40) hour workweek in the work area concerned.
- (iii) If the Union disagrees with the Company's introduction of the forty (40) hour workweek for the particular work area, the Union may refer the matter to expedited binding arbitration.
- (iv) In the expedited arbitration, the onus will be on the Company to present the Arbitrator very persuasive reasons why the forty (40) hour workweek was warranted in the particular circumstances and why it should be allowed to continue in effect, based on the changed/changing business needs and customer requirements of the Company.

(c) Forty (40) hour workweek, eight (8) hour days

- (i) If the Company determines that it is necessary, for legitimate business reasons and customer requirements, to introduce a forty (40) hour workweek comprised of five (5) days of eight (8) hours each into a particular work area, it will advise the Union of its intention and the reasons for the introduction of the workweek in that work area.
- (ii) The Company may not proceed with any workweek arrangements of forty (40) hours comprising of five (5) days of eight (8) hours per day except with the Union's agreement in writing.
- (iii) The Union will give reasonable consideration to any Company request for these types of shift arrangements. The Union's agreement to any Company request will not be unreasonably withheld.
- (iv) In cases where the forty (40) hour workweek, comprising five (5) days of eight (8) hours each day, is solely for the purposes of responding to new and additional work and will not have any affect on current employees, the presumption will be that the Union will concur with the Company's request for implementation of the modified workweek.

24.02 Time-keeping processes must be used to provide an accurate and complete record of all time worked. No employee shall record, or be asked to record, times other than:

- (i) Starting Time
- (ii) Finishing Time
- (iii) When leaving premises (except drivers)

An employee shall not be deemed to have completed their day's work until they have completed: all duties and additional deliveries if any required of them by the Company, and without limiting the generality of the foregoing, until they have unloaded their truck; refuelled and checked their truck or other equipment; balanced their daily load sheet or other records; attended at any meeting or interview called or requested by the Company.

No employee shall be required to perform work of any nature prior to recording their starting time nor after recording their finishing time.

- 24.03 (a) Time worked in excess of the regular daily shift of nine (9) hours, ten (10) hours or other shift mutually agreed to by the Company and the Union, whichever is applicable, shall be paid for at two times (2x) the hourly rate. The Company will ensure no employee works greater than sixteen (16) hours in any one (1) shift.
- (b) There shall be a minimum break of ten (10) hours between scheduled shifts. All time worked at the beginning of a scheduled shift that falls within the ten (10) hour period shall be paid at two times (2x) the hourly rate.
- (c) There shall be no split shifts.

- (d) No employee shall be required to work longer than five (5) hours overtime in any one (1) week provided however:

1. Hours worked on days off are not included.
2. Shifts must be completed as required.
3. Overtime resulting from start up of new equipment not included.
4. Overtime due to inclement weather or mechanical breakdown not included.
5. Overtime due to delays or conditions not attributable to the normal workload not included.

- 24.04 (a) A schedule shall be posted so that full-time employees shall have at least seven (7) days' advance notice of days off.

All full-time employees working a regular schedule for their Classification shall receive at least two (2) consecutive days off each week. Each week shall mean a calendar week defined as Sunday through Saturday. For the purpose of this Clause, consecutive days of Saturday and Sunday are in compliance.

- (b) Any employee required to work on any of their days off shall be paid at double (2x) time.
- (c) It is agreed and understood that for the purposes of "seven (7) days' advance notice" only, where such changes of days off are occasioned by sickness or accident to another employee, then the seven (7) days' notice shall not apply.
- (d) All employees will receive twenty-four (24) hours' notice of change of shift except for the following reasons:
1. Short notice absenteeism of other employees.
 2. Exceptional weather conditions.
 3. Supply of product.
 4. Suspension of an operation due to a breakdown.

24.05 **Shift Selection**

- (a) In the event of a permanent vacancy, prior to posting, or in accordance with 24.05(b), the Company will initiate a shift selection for all remaining employees currently working in the Classification.

In the Coolers and in Distribution, should vacancies occur prior to the annual review (24.05(b)), the vacancies will be temporarily posted.

Once the shift selection process is complete, the remaining shift will be posted.

In the event no applications are received, the Company will solicit the General Relief pool, in order of seniority, beginning with those qualified, for interest.

In the event there are no interested General Relief, for the permanent role, it will be temporarily assigned until a permanent hire is on-boarded.

- (b) On an annual basis, a joint review will be conducted by the Company and the Union, to determine if shift selection is required to reset seniority in a Department/Area.
- (c) Company seniority within the Job Classification shall be a determining factor in the selection of days off and shift to be worked. There shall be no rotating shifts.

- (d) The Company shall retain the right at all times to see that the required number of experienced employees are available on each shift to ensure proper and efficient operation.

24.06 Opportunity to Work Overtime

Where the Company schedules an overtime shift(s) to be worked, the employees within the Classification, who are available and qualified to perform the work required, will be given the opportunity to work the overtime shift(s) on the basis of Company seniority, failing which, the overtime will be assigned on the basis of qualifications and ability to the least senior employee.

24.07 Direction to work Another Shift

Full-time employees regularly working a full shift who are directed to another shift by the Company shall be guaranteed the pay for the original shift.

A full-time employee shall not suffer a loss in wages if directed to a shift that provides more hours of work than their original shift.

24.08 Wholesale Drivers

- (a) In the event any of the Wholesale Drivers completes their work in less than their full shift in any one (1) day, they shall be deemed to have worked their full shift on that day. As required, it is understood that employees may be temporarily reassigned to other duties during their shifts, provided it does not displace a full-time employee on the job, in order to complete a full shift.
- (b) All routes shall be loaded or pre-stacked in an approved manner. A pre-timed departure schedule shall be posted so that each route may reach the delivery area in the time prescribed by the Company.

CLAUSE 25 - SHIFT DIFFERENTIAL AND PREMIUMS

Shift Differential

- 25.01 Employees working a daily shift starting between 12 noon and 12 midnight shall receive an extra one dollar and sixty-five cents (\$1.65) per hour for the entire shift. Effective October 1, 2019, this will increase to one dollar and seventy-five cents (\$1.75) per hour.
- 25.02 Any employee commencing a daily shift before 6:00 a.m. shall receive an extra one dollar and sixty-five cents (\$1.65) per hour for hours worked prior to 6:00 a.m. Effective October 1, 2019, this will increase to one dollar and seventy-five cents (\$1.75) per hour.
- 25.03 Any time less than ten (10) minutes will not be computed, except where it is a daily or nearly daily occurrence, then all times shall be computed and totalled and paid for in each pay period.
- 25.04 Any employee working Sunday shifts (any shift that includes Sunday as a regularly scheduled workday) shall be paid a premium of two dollars and forty cents (\$2.40) per hour for Wage and Classification Schedule A, B and C, and two dollars (\$2.00) per hour for Wage and Classification Schedule D, in addition to any other shift premium that may be applicable, for all hours worked on Sunday.

Effective October 1, 2019, Schedule "D" will increase to two dollars and forty cents (\$2.40) per hour.

25.05 Clause 25 does not apply to Summer-Help employees.

Premiums

25.06 First Aid

Any employee required to be a First Aid Attendant shall be paid a premium for the necessary first aid certificate as follows:

Level II – eighty-five cents (\$0.85) per hour

Level I – twenty-five cents (\$0.25) per hour

Effective October 1, 2019, this will increase as follows:

Level II – one dollar twenty-five cents (\$1.25) per hour

Level I – Fifty cents (\$0.50) per hour

25.07 Freezer

Any employee working fifty percent (50%) or more of their daily shift in the sharp freeze room – fifty cents (\$0.50) per hour premium. Effective October 1, 2019, this will increase to sixty cents (\$0.60) per hour.

25.08 Forklift

A premium of twenty cents (\$0.20) per hour above classified rates provided herein shall be paid to all employees regularly operating a ride on forklift fifty percent (50%) or more of their regular shift.

25.09 Relief Premium

A premium of forty-five cents (\$0.45) per hour will be paid to those employees classified as “Relief” or “Reliefman” in the Wage and Classification Schedule(s) A, B, C and D for all hours worked. Effective October 1, 2019, this will increase to fifty-five cents (\$0.55) per hour.

25.10 Effective October 1, 2019, employees who hold a Red Seal Electrician Ticket and a Red Seal Millwright Ticket will be considered Dual Ticketed and entitled to a premium of two dollars (\$2.00) per hour.

CLAUSE 26 - UTILIZATION OF EMPLOYMENT

26.01 Employment - Other Classifications - When an employee is required to fill the place of another employee receiving a higher rate of pay, if only for a day or the greater part of a day, they shall receive the higher rate. If an employee is required to fill temporarily the place of another employee receiving a lower rate of pay, their rate of pay will not be changed to the lower rate.

This provision shall not apply when due to lack of work an employee may be reclassified.

26.02 (a) All employees shall be employed in a manner conforming to the listed Wage and Classification Schedule(s). It is recognized that the nature of an operation or the season of the year may render it necessary to combine two (2) or more Classifications.

- (b) Any employee affected by the combining of their Classification with any other Classifications or with work performed under the Classification of Dairyworker shall continue to be paid at the highest rate of the combined Classifications.

CLAUSE 27 - WORK CLOTHES

27.01 Employees shall be provided, at no cost, clean uniforms, gloves, coveralls, smocks, PPE clothing (as required) at least once per week. Drivers will be provided with uniforms, however they will be responsible for cleaning. Employees working in the freezer will be provided with warm winter wear. Where possible, clothing and uniforms will be union made and union serviced.

CLAUSE 28 - PERFORMANCE OF DUTY

28.01 Each employee, while on duty, shall devote the whole of their time, attention and energies to the performance of their duties and shall not, during the term of their employment at any time, alone, in partnership or in association, be connected with or concerned in any other business directly or indirectly connected with the milk business.

CLAUSE 29 - WAGES

29.01 The Company shall pay wages to every employee covered by this Agreement at the rates set forth in the Wage and Classification Schedule(s) hereunto annexed.

CLAUSE 30 - EXPIRATION OF AGREEMENT

- 30.01 (a) This Agreement shall be in effect from October 6, 2018 to September 30, 2023 and from year to year thereafter, unless notice of abrogation or amendment shall be given by either Party to the other Party in writing, four (4) months prior to the anniversary date hereof, in any year.
- (b) In the event that circumstances in the dairy industry change during the term of this agreement which would cause the Company to be placed at a distinct competitive disadvantage, the following will apply:
1. Either side shall provide the other with written notice of the situation as soon as possible;
 2. The Parties shall meet within thirty (30) calendar days of receiving the written notice contained in point 1;
 3. The Parties will attempt to reach mutual agreement as to the approach to be taken, including any changes to be made to the Collective Agreement;
 4. If the Parties are unable to reach mutual agreement, then they shall attempt to prepare an agreed statement of facts;
 5. The agreed statement, or any disputes about the facts, shall be submitted to a mutually agreed Mediator;
 6. The Mediator shall provide non-binding recommendations after considering the situation (including any relevant factors outside the Company but within the industry);

7. All fees and expenses relating to the Mediator shall be shared equally by the Parties.

30.02 This Agreement voids all previous Agreements or Letters of Understanding which in any way alters the terms and conditions contained herein.

CLAUSE 31 - SAVINGS CLAUSE

- 31.01 The within Agreement and schedules hereto annexed shall be subject to, and shall be interpreted and, where necessary, altered, varied, or amended from time to time to give effect to the laws enacted by the Parliament of Canada and Province of British Columbia, including amendments thereto and regulations or Orders-in-Council made or passed thereunder.
- 31.02 In the event that any Clause or Section is held invalid, or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of either Party for the purpose of arriving at a mutually satisfactory replacement for such Clause or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Clause 8.
- 31.03 It is clearly understood however, that the Agreement or any Sections thereof, which are not held invalid or restrained, shall continue in effect for the balance of the period of the Collective Agreement.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its seal in the presence of its Officers duly authorized therefore, and the Party of the Second Part has hereunto affixed its signature by its Officers duly authorized therefore.

DATED AT Victoria B.C., this 1st day of June, 2020

FOR THE COMPANY

FOR THE UNION

WAGE AND CLASSIFICATION SCHEDULE "A"

PRODUCTION DEPARTMENT, ETC.

The following wages shall be paid:

	Classification	Oct 1/17	Sept 30/18	On Ratification	Sept 30/19	Sept 29/20	Sept 28/21	Sept 27/22
A.	Foreman	36.75	37.85	-	38.70	39.58	40.47	41.68
	Assistant Foreman	35.22	36.28	-	37.09	37.93	38.78	39.94
B.	Pasteurizer	33.74	36.04	-	36.85	37.68	38.53	39.68
	Ice Cream Maker	33.74	34.75	-	35.53	36.33	37.15	38.27
	Cottage Cheese Maker	33.74	34.75	-	35.53	36.33	37.15	38.27
	Mix Maker	33.74	34.75	-	35.53	36.33	37.15	38.27
	Head Checker	33.49	34.49	-	35.27	36.06	36.88	37.98
	Buttermaker	33.49	34.49	-	35.27	36.06	36.88	37.98
C.	C.I.P. Operator	33.00	33.99	-	34.75	35.54	36.34	37.43
	Machine Operator	33.00	33.99	-	34.75	35.54	36.34	37.43
	Checker and/or Loader	33.00	33.99	-	34.75	35.54	36.34	37.43
	Creamer Operator	33.00	33.99	-	34.75	35.54	36.34	37.43
	Pure Pak Operator	33.00	33.99	-	34.75	35.54	36.34	37.43
	Cottage Cheese Machine Operator	33.00	33.99	-	34.75	35.54	36.34	37.43
	Shunter	33.80	34.81	-	35.60	36.40	37.22	38.33
D.	Dairyworker	32.71	33.69	-	34.45	35.22	36.02	37.10
E.	New Summer Help	15.50	15.97	18.00	18.41	18.82	19.24	19.82
	Returning Summer Help	-	-	20.00	20.45	20.91	21.38	22.02
F.	Relief (Class- ifications A&B)	34.68	35.72	-	36.52	37.35	38.19	39.33
	All other Classifications	33.94	34.96	-	35.74	36.55	37.37	38.49

WAGE AND CLASSIFICATION SCHEDULE "B"

DRIVERS - WHOLESALE

	Oct 1/17	Sept 30/18	On Ratification	Sept 30/19	Sept 29/20	Sept 28/21	Sept 27/22
Classification							
Wholesale Driver	33.80	34.81	-	35.60	36.40	37.22	38.33
Reliefman	34.68	35.72	-	36.52	37.35	38.19	39.33
Route Foreman	35.32	36.38	-	37.20	38.04	38.89	40.06
Semi-Trailer Driver	33.82	34.83	-	35.62	36.42	37.24	38.36

WAGE AND CLASSIFICATION SCHEDULE "C"

MAINTENANCE

	Oct 1/17	Sept 30/18	On Ratification	Sept 30/19	Sept 29/20	Sept 28/21	Sept 27/22
Classification							
Maintenance Foreman	42.39	43.66	-	44.64	45.65	46.68	48.08
Assistant Maintenance Foreman	41.22	42.46	-	43.41	44.39	45.39	46.75
Tradesman	40.06	41.26	-	42.19	43.14	44.11	45.43
Trade Helper	33.24	34.24	-	35.01	35.80	36.60	37.70
Maintenance Reliefman	40.31	41.52	-	42.45	43.41	44.39	45.72

WAGE AND CLASSIFICATION SCHEDULE "D"

OFFICE STAFF - CATEGORIES, CLASSIFICATIONS AND WAGE RATES

		Oct 1/17	Sept 30/18	On Ratification	Sept 30/19	Sept 29/20	Sept 28/21	Sept 27/22
Category	Classification							
1	Office Clerk	27.22	28.04	-	28.67	29.31	29.97	30.87
1	Relief Clerk*	27.22	28.04	-	28.67	29.31	29.97	30.87
2	Accounts Payable Clerk	29.21	30.09	-	30.76	31.46	32.16	33.13

*Office Relief to receive the rate of position relieved

GENERAL RELIEF SCHEDULE "E"

The terms and conditions for General Relief shall be determined exclusively by Schedule "E" and its reference to the Collective Agreement.

Mutual Objectives and Definitions	Applicable
Clause 1-9	Applicable
Clause 10	Clauses 10.01, 10.02, 10.03 and 10.04 applicable, subject to provisions of 11.06
Clause 11	Applicable, except as outlined under Clause 11.06 exclusions
Clause 12	Applicable, except for the reference to returning to a posted position
Clause 13-14	Applicable
Clause 15	Clause 15.01, 15.02 15.03 and 15.04 only applicable
Clause 16	Applicable
Clause 17-18	Applicable
Clause 19	Clauses 19.01, 19.02, 19.09, and 19.10 only applicable
Clause 20	Not applicable
Clause 21	Applicable
Clause 22	Clauses 22.01 and 22.08 only applicable
Clause 23	Applicable, except for 23.02, 23.03, 23.04, 23.05, 23.06 23.08, 23.09.
Clause 24	Clauses 24.01, 24.02, 24.03, 24.06 and 24.08 are applicable
Clause 25	Applicable
Clause 26	Not applicable
Clause 27	Applicable
Clause 28	Applicable
Clause 29-31	Applicable
Wage & Classification Schedules "A", "B", "C" and "D"	Applicable
Schedule "E"	Applicable
Letters of Understanding:	
"A" Tool Insurance	Applicable
"B" Time Served At Bargaining Table	Applicable
"C" Education & Industry Enhancement Fund	Applicable
"D" Special Early Retirement Program (SERP)	Not applicable
"E" Grandfathering of Existing Part-Time Employees	Applicable
"F" New Employee Benefits Participation	Applicable
"G" Apprenticeship Program	Applicable
Appendix "A" Pension Plan	Applicable

LETTER OF UNDERSTANDING “A”

TOOL INSURANCE

The Company will maintain its current practice of replacing tools that have been damaged, misplaced or stolen. Whenever possible, the damaged tool must be turned in.

A tool allowance of two hundred dollars (\$200.00) per year for each Maintenance Tradesman will be provided.

DATED AT Victoria B.C., this 1st day of June, 2020

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING “B”

TIME SERVED AT BARGAINING TABLE

It is agreed to and understood that for one (1) employee, the charge to the Union for time served at the bargaining table negotiating with management for the renewal of the Collective Agreement will be at the base rate and will not include fringe benefits.

DATED AT Victoria B.C., this 1st day of June, 2020

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING “C”

EDUCATION AND INDUSTRY ENHANCEMENT FUND

It is hereby agreed to and understood that effective April 1, 1994 the Company shall remit five cents (5¢) per hour worked on behalf of all benefit rated employees (as per Clause 11) to the Teamsters Local 464 Education and Industry Enhancement Fund. Payments shall be made quarterly in the month following each calendar quarter.

DATED AT Victoria B.C., this 1st day of June, 2020

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING “D”

SPECIAL EARLY RETIREMENT PROGRAM (SERP)

This Special Early Retirement Program has been negotiated to afford eligible employees the opportunity to commence their retirement earlier than the unreduced retirement age of sixty-four (64) years. SERP affords eligible employees a measure of security between the time that they retire early and their regular retirement age.

Scope

The program is available to Teamster employees of the Company who are regular full-time employees.

Eligibility For Application To Program

Acceptance to the program is by written application from any employee. The employee must be turning sixty (60) years of age within the year the SERP is applied for. Written applications must be submitted on an approved Company application form and received by the Director of Human Capital between November 1st and November 30th of the preceding year (referred to as the open period).

Successful applicants will be eligible for early retirement at a “mutually agreed date” during the year in which the employee was approved for the SERP.

Criteria For Selection To Program

The Company reserves the right to designate the number of early retirements under this Program. Those eligible will be taken from the list of employees who have completed the necessary application.

Employees will qualify for the SERP based on the following “Retirement Credits”:

Employee’s Age + Years of Completed Continuous Service (at January 1st of each applicable year).

Notwithstanding the above criteria for selection (Retirement Credits), employees with a “bona fide disabling condition” that is medically certified to the satisfaction of the Company shall have priority.

Program Components

Those employees who are accepted to the program will be eligible to receive the following:

A. Early Retirement Allowance

This allowance will be calculated and paid to the employee as a lump sum as follows:

One (1) week’s pay (regular base rate) is given for each year of completed service to the Company, up to a maximum of five (5) weeks.

B. Core Benefits Continuation

The Company will continue to age sixty-four (64) for each eligible employee (and spouse) selected under the SERP, the following core benefits:

BC Medical
Dental (excluding Orthodontics)
Extended Health

C. Pension Enhancement

Employees will receive monthly payments equivalent to the penalty discount to the unreduced retirement age of sixty-four (64) years.

D. Tax Effective Options

The Company will assist eligible employees in assessing the payment options to employees so as to provide tax effectiveness (e.g. RRSPs).

DATED AT Victoria B.C., this 1st day of June, 2020

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING “E”

GRANDFATHERING OF EXISTING PART-TIME EMPLOYEES

It is agreed to and understood that any Vancouver Island employee designated as “part-time” status on the payroll as of September 12, 2005 will not be subject to the provisions of Clause 23.02 - Additional Statutory Holiday.

DATED AT Victoria B.C., this 1st day of June, 2020

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING “F”

NEW EMPLOYEE BENEFITS PARTICIPATION

In light of rapidly rising benefits costs, and the effect of same on the Parties’ ability to achieve an agreement that was mutually beneficial, agreed to implement a Benefits cost-sharing for new employees only.

New employees hired after ratification date will pay fifty dollars (\$50.00) per month towards the cost of their benefits.

Existing employees will be grandfathered for the balance of their careers at Agropur and will not be required to participate in this manner.

DATED AT Victoria B.C., this 1st day of June, 2020

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING “G”

APPRENTICESHIP PROGRAM

The Parties agreed to the joint creation of an accredited Apprenticeship Program to encourage growth from within the Organization.

The terms of the Apprenticeship Program shall be managed by way of Company Policy and therefore, may be amended from time to time, where necessary.

Creation of the Program shall be by a Joint Committee of Company and Union Representatives and Employee representation from the Mainland and Victoria facilities.

After the successful creation of the Program, the Joint Committee shall meet on a regular basis, not less than annually, to assess the Program and make any adjustments that may be deemed necessary.

DATED AT Victoria B.C., this 1st day of June, 2020

FOR THE COMPANY

FOR THE UNION

APPENDIX "A"

TEAMSTERS CANADIAN PENSION PLAN DAIRY INDUSTRY DIVISION

IN RESPECT OF

ALL MEMBERS OF TEAMSTERS LOCAL UNION NO. 464 EMPLOYED AT AGROPUR

PLAN PROVISIONS

The Plan provisions are as set out in the plan document for the Teamsters Canadian Pension Plan as well as the trust agreement entitled the Teamsters Canadian Pension Trust. Plan provisions may be amended from time to time by the Board of Trustees of the Teamsters Canadian Pension Plan. The Plan provides for one (1) Employer Trustee and one (1) Union Trustee from the Dairy Industry Division.

The Company shall from time to time provide all information which is required for the administration of the Plan and shall assist and cooperate in the Plan's administration. Reasonable assistance rendered by the Company shall be rendered without charge to the Trustees.

The Plan shall not require the Company to guarantee the benefits or assure the solvency of the Fund and further that all costs of establishing the Plan and all costs of operation and administration (except as noted in the previous paragraph) shall be paid from the assets of the Plan. In the event that the current legislation in British Columbia relating to pensions changes so that it alters the language or intent herein of the Collective Agreement, specifically related to the nature of the Plan, the contribution rates and/or solvency requirements, then the Parties agree to move to other retirement plan options. This in no way will affect the negotiated contributions of either Party.

The Company shall be required to make payments to the Teamsters Canadian Pension Plan as herein set forth. Such contributions shall be, for each employee working in a Job Classification covered by the Collective Agreement:

- Twelve percent (12%) of gross earnings.

Each employee working in a Job Classification covered by the Collective Agreement shall be required to make payments, in their name, to the Teamsters Canadian Pension Plan as herein set forth:

- Five percent (5%) of gross earnings.

It is understood that contributions shall be payable in respect to the earnings of employees from the first (1st) day following achievement of benefit status whether said employees are permanent, temporary, seasonal or full-time employee or General Relief and regardless of whether or not they are members of the Union.

The gross earnings of an employee shall be the sum of their regular earnings, overtime, shift differential, premiums and any other earnings payable to the employee in accordance with the terms of the Collective Agreement.

Contributions along with a list of employees for whom they have been made and the amount of contribution in respect to each employee and their gross earnings shall be forwarded by the Company to the Custodian of the assets of the Plan designated by the Trustees. A copy of the list of employees shall also be mailed to the Administrator of the Plan.

Such payment shall be made to the custodian for each fiscal period (4 or 5 week) not later than twenty-one (21) days after the end of each fiscal period. The Company shall also submit to the Plan Administrator within ninety (90) days following the end of each plan year a listing of all employees who were covered by the Plan during such plan year showing, for each, the gross earnings upon which the Company's contributions were based during the plan year. Copies of all the listings shall also be forwarded if required to the Union. These listings shall also contain such other information as the Plan Administrator and actuary may require for the operation of the Plan.