

THIS AGREEMENT

BETWEEN:

ULTIMA FOODS INC.
(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

January 1, 2019 through December 31, 2023

WITNESSETH THAT the Parties hereto agree as follows:

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DEFINITIONS

Company Seniority: The length of continuous, unbroken service within the bargaining unit from their date of hire.

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

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

Part-Time Employee: 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, abilities and availability. Part-time employees will receive the rate of pay for the job classification performed as listed in the Schedule(s) to the Collective Agreement, as well as any applicable differentials or premiums.

The Company will cap the shifts available to part-time employees to twenty-five percent (25%) of the available shifts within the bargaining unit. It is agreed part-time workers will not displace full-time workers in the bargaining unit.

Reliefman: A Reliefman is a full-time employee who provides vacation coverage within the job classifications.

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.

CLAUSE 1 - RECOGNITION

- 1.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for all employees covered by this Agreement.

The Company further recognizes that the Union's jurisdiction shall be deemed to include all hourly rated employees engaged in the manufacturing and distribution of dairy and related products, including maintenance personnel.

- 1.02 The Company shall not require an employee to enter into a written or oral agreement which conflicts with a specific provision of this Agreement.

- 1.03 No person who is not a member of the Union shall perform work that falls within the Union's jurisdiction except in the case of emergency (save and then only until a member of the Union can be placed on the job), research and development, training, coaching, troubleshooting and continuous improvement programs that may be implemented in the facility, such as Integrated Work Systems (IWS).

The use of temporary and/or Agency workers is permitted on a short-term basis to compensate for the fluctuation of customer demands and to support the demands of R&D production. The Company will submit union dues on behalf of the Agency worker(s) utilized.

It is further agreed that, should the work be required for a period longer than four (4) weeks, the Company will recruit for "regular" employees. The Company will advise the Union in advance of the need to utilize temporary and/or Agency workers.

No temporary or Agency worker will displace any member of the defined bargaining unit.

Outside, specialized contractors can be utilized as required. Use of outside contractors will not displace any member of the defined bargaining unit.

CLAUSE 2 - UNION SECURITY

- 2.01 All employees in the employ of the Company covered by this Agreement, and all new employees covered by this Agreement shall, within fourteen (14) calendar days after entering employment with the Company, become members of the Union and maintain membership in good standing with the Union as a condition of employment.

- 2.02 The Company shall be free to hire new employees to work in classifications listed in the Wage and Classification Schedules, provided such employees shall be eligible for membership in the Union and shall make application and become members pursuant to 2.01.

CLAUSE 3 - UNION LEAVES AND UNION NOTICES

- 3.01 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 where so requested by the Company.

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.

3.02 To facilitate the administration of Clause 3.01, where such leave of absence is granted, 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. Alternatively, the Union may pay employees directly.

3.03 Union Notices

The Company agrees to provide a bulletin board in the facility for the exclusive use of the Union. The use of such bulletin board 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.

CLAUSE 4 - MANAGEMENT RIGHTS

4.01 The Company shall have the exclusive right and power to manage the business and direct the working forces, including the right to hire; suspend for cause; discharge for cause; lay-off; promote; demote; assign to jobs; transfer employees from Department to Department; to increase or decrease the working force; to determine the products to be handled.

4.02 Nothing in this Agreement shall be intended or is to be construed in any way to interfere with the inherent 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.

CLAUSE 5 - DEDUCTION OF DUES

5.01 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 are 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 6 - UNION REPRESENTATIVES / SHOP STEWARDS

6.01 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.

- 6.02 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.
- 6.03 In the exercise of their functions, the Shop Steward shall first obtain the necessary permission from the Manager of the Department or their designate, including the estimated length of absence required, prior to leaving their assigned duties to carry out any investigation arising out of a formal complaint and/or settlement of a formal grievance(s). The Company agrees that a Shop Steward carrying out such duties shall suffer no loss in pay.
- 6.04 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 of this Agreement.

CLAUSE 7 - CONFLICTING AGREEMENT

- 7.01 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 8 - CROSSING OF A PICKET LINE AND RIGHT TO HANDLE UNION PRODUCT

- 8.01 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. 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, around or against, or to deliver any products 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, around or against.

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.

CLAUSE 9 - GRIEVANCE & ARBITRATION PROCEDURES

- 9.01 The Parties confirm that they recognize that mutual cooperation is necessary to the effective resolution of workplace disputes in a timely manner. All reasonable efforts should be made to determine the facts in any matter before a grievance is pursued.
 - (a) Any difference or dispute arising between the Parties to 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 slowdown 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 an 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 differences 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.
- (f) Where a grievance is filed directly by the Union or the Company, such grievance shall commence at Step 2 of the grievance procedure.

9.02 **Grievance Procedure**

- (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 9.02(a) above is not resolved to the satisfaction of the employee, it shall be advanced as a grievance, reduced to writing and registered with the Company within thirty (30) days of the matter being raised at 9.02(a). 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 set out below.

If the issue referred to in paragraph (a) above is not advanced to a grievance within the time frame set out in paragraph (b) the issue will be deemed to be abandoned.

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 Resources (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 Teamsters Local 464 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 refer the matter to arbitration by advising the other Party in writing of their intentions. If no such written request for arbitration is received within the time limit, the grievance shall be deemed to have been abandoned.

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

9.03 The time limits listed above may only be extended by mutual consent between the Parties.

9.04 Arbitration Procedure

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.

9.05 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 (1/2) the cost of the Arbitrator.

The Arbitrator 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 replace any of the existing provision of the Collective Agreement in any way.

CLAUSE 10 - DISCHARGE AND DISCIPLINE

10.01 The Company reserves the right to discipline, demote, suspend and/or discharge an employee for just and reasonable cause.

10.02 When administering disciplinary action, an employee shall have the right to have a Shop Steward present, if they so choose, during such discussion with the Company.

10.03 An employee suspended or discharged will be notified in writing of the reasons for the suspension/discharge at the time of the discipline and a copy of the reasons for the discipline will be sent to the Union within seventy-two (72) hours.

CLAUSE 11 - LEAVE OF ABSENCE

11.01 Discretionary Leave(s)

The Company will consider all requests for a leave of absence from employee(s), provided the employee has a minimum of twelve (12) months of continuous employment with the company. Such requests will not be unreasonably denied, however approval will be on a case by case basis, subject to staffing levels and business needs at the time of leave, in accordance with the following:

- (a) All requests for leave of absence will be submitted in writing to the Company at the earliest opportunity and, unless otherwise provided in this Clause, not later than thirty (30) calendar days prior to the start of the requested leave. The Company may accept a request submitted less than thirty (30) days in advance of the leave for compassionate or special reasons.
- (b) Duration of leave can be no longer than 30 calendar days.
- (c) All unselected vacation must be depleted prior to employee taking leave without pay.
- (d) Employees are expected to return to work immediately upon the expiry of the leave of absence.

Emergency and compassionate leave requests will be evaluated on a case by case basis.

11.02 Educational Leave

The Company may grant unpaid leave for educational purposes for up to one (1) month.

The educational training for which the leave is requested must be submitted consistent with 11.01 above. The substance of the education and/or training must be considered by the Company to be directly relevant to the work performed at the Company and the future employment with the Company.

Statutory Leave(s)

11.03 Bereavement Leave

In the event of a death in the employee's immediate family, as defined below, employees will be entitled to a leave of absence for a number of consecutive days, including the day of the funeral. In the event of a death in the immediate family, the Company will grant the following:

Five (5) workdays with pay for spouse (including common-law) or child (including step-child). Three (3) workdays with pay for father, mother, brother, sister (including step-siblings), mother-in-law or father-in-law. Two (2) workdays with pay for grandparent; one (1) workday with pay for a spouse's grandparent.

The bereavement allowance is paid only when days fall on a scheduled workday for the employee.

11.04 **Jury Duty**

An employee selected for jury duty, or summonsed or subpoenaed as a Crown witness, will be granted a leave of absence for the duration of such service. The Company will pay to the employee the difference between their regular straight time rate of pay for any scheduled shift missed as a result of their performing such duty and the amount of compensation received for that day's duty at the proceedings. Employees will be required to provide such documentation as deemed necessary by the Company to determine monies paid to employees.

An employee discharged from such duty before the end of their regularly scheduled shift shall contact the Company and advise the Company of their discharge from duty. The employee may be required to report to their shift upon their discharge from duty.

11.05 **Pregnancy Leave, Parental Leave and Family Responsibility Leave**

Pregnancy leave, Parental leave and Family Responsibility leave for employees will be granted in accordance with the provisions of the Employment Standards Act of B.C.

11.06 Leave of absence(s) granted in accordance with this Clause will not adversely affect an employee's seniority standing with the Company.

CLAUSE 12 - HEALTH AND WELFARE BENEFITS

12.01 **Flex Benefit Program:**

The Employer provides the permanent full-time employees with a flexible insurance plan and will pay one hundred percent (100%) of the cost for:

- Employee Basic Life Insurance
- Employee Basic Accidental Death and Dismemberment
- Employee Short Term Disability
- Mandatory Long-Term Disability
- Telemedicine

And will allocate Flex Dollars that can be used to pay the cost in excess of the mandatory long-term disability coverage (if Option 1 or 2 is chosen), health and dental.

The employee will pay the excess costs not covered by the allocated Flex Dollars and any optional coverage such as the optional life insurance and optional critical illness.

The allocated Flex Dollars are as follows:

Year 1:

- Single: \$1,920.00
- Single family: \$2,355.00
- Family: \$2,990.00
- Exempted: \$475.00

Year 2 – January 1, 2020, increase:

Single: \$1,997.00
Single family: \$2,449.00
Family: \$3,110.00
Exempted: \$475.00

Year 3 – January 1, 2021, increase:

Single: \$2,077.00
Single family: \$2,547.00
Family: \$3,234.00
Exempted: \$475.00

12.02 Sick Days:

Commencing on January 1 of each year, following completion of the probationary period (per 19.05), employees shall receive six (6) days paid sick leave to be used in each calendar year. For the first (1st) year of the agreement, the sixth (6th) day will become available upon ratification.

All unused days shall be paid out in the first (1st) pay period following the end of the calendar year, at the rate of one hundred percent (100%). If no sick days were used in the year, the sick days will be paid out at one hundred twenty-five percent (125%).

New employees, upon completion of the probationary period, will receive a pro-rated entitlement upfront for use over the balance of the calendar year. Employees who leave the Company will be entitled to a pro-rata entitlement and the Employer shall retain any amounts over the entitlement from their final pay.

12.03 Medical Services Plan, single only, will be provided by the Company for any employee who completes the probation period and who elects such coverage.

CLAUSE 13 - WORKPLACE HEALTH AND SAFETY

13.01 The Company and the Union recognize the benefits to be derived from adherence to B.C. Workers' Compensation Occupational Health and Safety Regulations, safety rules, Company policies, safe work practices and established procedures that promote and maintain a safe and healthy workplace.

The Company agrees to make reasonable provisions for the safety and health of its employees during the hours they are actively at work.

The determination of all Health and Safety Policies and Procedures lie with the Company and the Company maintains the right to revise and amend as required.

The Parties agree to co-operate and promote the adherence to safety rules, policies, safe work practices and procedures as provided above.

13.02 The Company shall maintain a Joint Occupational Safety and Health Committee consisting of equal representation of employees and management, which shall operate in accordance with the Workers' Compensation Board Regulations.

The Committee shall meet during regular work hours and time spent in the meeting(s) will be considered as time worked. Employees serving on the Committee, who are off work on a day that the Committee regularly meets, will be replaced by an alternate Committee member.

Minutes of the Safety Committee meeting shall be kept and posted.

- 13.03 The Company shall determine and provide adequate protective devices (excluding safety shoes/boots) to protect employees from injuries arising from their employment with the Company.

Where the nature of the work assigned requires special equipment or protective devices, such equipment and/or devices will be provided by the Company.

- 13.04 An employee who suffers a work related injury during working hours is required to report the injury to the immediate Supervisor (or designate) as soon as the injury becomes known.

The Parties recognize the importance of conducting an incident investigation as quickly as possible following an incident, so any unsafe conditions can be identified to avoid further injury. To that end, employees who suffer a workplace injury may be required to participate in the incident investigation if able to do so.

An employee who suffers a work related injury during working hours and is required to leave the work site for treatment of the injury, shall receive payment for the balance of the shift, at their regular rate of pay provided they are unable to return to work to complete their scheduled shift.

The Company recognizes the importance of returning an injured employee to their pre-injury job in a safe and timely manner. To that end, employees are required to participate in the Company's Return to Work program, if deemed appropriate. For the purposes of this Section, the Company will work with the employee's attending physician regarding the employee's functional abilities to participate in the Return to Work program, where practical.

- 13.05 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, carry out their work in accordance with established safe work procedures, use and wear protective equipment, devices and clothing as required by the Company.

Rectifying unsafe work conditions is critical to ensuring a safe workplace. To that end, employees must report any unsafe conditions/acts found to their immediate Supervisor (or designate), a member of the Joint Occupational Safety and Health Committee or a member of management, as soon as is reasonably practicable.

- 13.06 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.

- 13.07 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 14 - PAY DAYS, PAY STATEMENTS

- 14.01 Employees shall be paid on a bi-weekly basis (every other Thursday) via Direct Deposit, unless system upgrades/changes dictate a change is required. The amount paid shall include all sums owing by way of wages earned up to and including midnight the Saturday previous.
- 14.02 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.
- 14.03 All employees will be given a pay statement for the pay period during which work was performed. Such statement shall note type of hours worked, wages paid and other approved statutory and/or regulatory deductions.

CLAUSE 15 - VACANCIES AND JOB POSTINGS

- 15.01 Where a vacancy exists, or where the Company creates a new position within the bargaining unit, the Company shall:
- (a) Post the vacancy for a minimum of five (5) calendar days prior to filling of such vacancy. Employees on leave may complete a blanket application for consideration for any posting that may arise during their absence.
 - (b) The posting will state the current shift with current start time, the rate of pay and any other pertinent information.
- 15.02
- (a) The results of the posting will be announced within fifteen (15) working days of the closing date of the posting. Upon the successful completion of the assessment period, the employee shall commence the duties of the new position as soon as reasonably practicable.
 - (b) An employee selected for or appointed to a vacancy in accordance with this Clause will be assessed during the first five (5) working days in the position (fifteen (15) working days for specialized positions). The purpose of this assessment is to familiarize the employee with the requirements of the job and to determine if the employee is suitable for the job, and for the employee to determine if the job is suitable for them.
 - (c) The assessment period shall not exceed the number of days specified in 15.02(b), except by mutual agreement between the Company and the Union. It is agreed and understood that the Company may shorten the assessment period and, subject to the agreement of the employee, the Company may confirm the employee in the position.
 - (d) Where the employee demonstrates they do not have the ability to take on the full scope of the new position during the assessment period, the employee will revert to their former position and classification and the employee will be provided reasons by the Company. In the event that the employee determines the job is not suitable for them, within the assessment period, the employee will revert to their former position and classification.

- (e) In the event an employee is not confirmed in the position, or elects to revert to their original position as provided for in (d) above, the Company will consider any of those applicants from the original position vacancy:

Where no other applicant to the original vacancy is deemed capable, the Company will have the right to perform an external recruitment.

- (f) Once an employee is confirmed into the position, a twelve (12) month non-mobility will apply for Specialized Positions only. These are defined as CIP, HTST, Pasteurizer/Blender.

15.03 For the purposes of this Clause, jobs within the bargaining unit will not be deemed to be vacant where an employee is absent temporarily due to illness, occupational accident or approved leave of absence.

For temporary absences, the Company will maintain the right to determine if production demands require the position to be filled on a temporary basis. If the temporary vacancy must be filled, the Company will offer the position to employees based on seniority, provided they have the skill and ability required. Failing which, the position will be assigned in reverse order of seniority, provided the individual possesses the skill and ability required.

If it is deemed necessary to reallocate employees, every effort will be made to provide affected employees with a minimum of five (5) calendar days' notice, understanding this may be lessened in an emergency.

Upon the absent employee's return to full, active work, they shall regain their original position.

15.04 Should the temporary vacancy, as outlined in 15.03 above, become a permanent vacant position, and if the Company determines there is a requirement to fill the position based on production demands, consistent with Clause 15.01, it will be posted as such.

15.05 In the event the vacancy as per 15.04 above is posted and awarded and, subsequently the original employee is found able to return to regular employment, they will be afforded the opportunity to displace the least senior employee in the classification formerly held (provided they are immediately capable of performing all of the duties of the position) and a shift selection shall be held to correct the imbalance of seniority.

15.06 For the purposes of filling of vacancies and job postings, skill and ability, with seniority being the governing factor when all else is equal, will determine who is placed in the position.

15.07 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.

15.08 **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 advise the employee in writing of the requirement to obtain the higher classification of license and 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) 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.
- (c) Where an employee is unable or unwilling to obtain the required license the employee will be considered laid off and shall be eligible to displace junior employees in accordance with the lay-off procedure outlined at Clause 20.03.
- (d) A junior employee displaced pursuant to (c) shall be given the opportunity to obtain the required license in accordance with this Clause and assume the duties of the route/position.

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 Schedule to this Agreement
- 16.02 In the event that the Company and the Union cannot reach agreement concerning any proposed classification of work, either Party may invoke the grievance procedure set forth in Clause 9 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 shall be considered probationary, as per Clause 19.05. This shall include part-time employees.

Experienced employees who terminate their employment with another Dairy covered by Local 464 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

19.01 Seniority

The Company recognizes that job opportunity should increase according to the principle of seniority.

For the purposes of this Agreement, seniority means the length of uninterrupted, unbroken service in the bargaining unit while employed by the Company from date of hire.

- 19.02 Seniority shall be granted to employees who have completed the probationary period, as provided in 19.05.

- 19.03 An employee shall lose their seniority for the following reasons:
- (a) Voluntarily terminates their employment with the Company;
 - (b) Is discharged for just and reasonable cause and is not reinstated under the grievance procedure;
 - (c) Culpable failure to report for work from an approved leave of absence, scheduled vacation or when cleared to return from absence due to illness or W.C.B. claim;
 - (d) Fails to report when recalled to work from lay-off within five (5) calendar days;
 - (e) An employee who is absent without leave for a period of three (3) consecutive working days;
 - (f) Is not recalled to work within the recall period pursuant to Clause 20.06 of this Agreement.
- 19.04 The Company will provide to the Union a seniority list of all employees in January and July of each year. The list will indicate and include:
- Name of employee
 - Classification
 - Seniority date
 - Full-time or part-time

19.05 Probation Period

A probationary period for each new employee of one thousand forty (1,040) hours shall be in effect. During such time, no seniority will be granted and shall not apply. A probationary employee may be laid off without reference to seniority and the Company will not be obligated to rehire such employee. The probationary period may be extended by mutual agreement between the Company and the Union.

CLAUSE 20 - LAY-OFF AND RECALL

Layoff

For the purposes of this Clause, the Company recognizes the following Departments:

- Production
- Distribution
- Warehouse/Storage

There shall be no bumping outside Departments until Step 3 of Clause 20.03 below.

20.01 In the event that, in the opinion of the Company, a reduction in the regular work force is deemed necessary in any area of any Department, or a significant reduction in hours of work due to operational conditions, the Company shall institute a lay-off.

For the purposes of this Agreement, a total or partial shut-down due to emergency or force majeure shall not constitute a lay-off.

Temporary slowdown or planned temporary shut-down due to reductions or changes in production volumes shall not constitute a layoff. In this instance, the employee shall have the option to take any unused vacation and/or BOT to cover time off.

20.02 A reduction in staff may only be affected in accordance with the following procedures in 20.03 recognizing the above Departments within the Company's operations.

20.03 When the Company decides to permanently reduce the number of full-time position(s) by lay-off in accordance with the provisions of Clause 20, the laid off employee may elect to bump a more junior employee with less Company seniority, subject to the laid off employee having the formal qualifications required (e.g. Trade ticket or Driver's License) and has the skill and ability required for the position.

Bumping Procedure:

Step 1

The affected employee may elect to bump the junior employee in the classification within their Department where the reduction of staff is identified. If there is no junior employee within the classification 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 within the Department. If there is no junior employee within the Department, the affected employee will proceed to Step 3 below.

Step 3

The junior employee within the Department displaced from Step 2 above may elect to bump the junior employee within the Company, provided the employee has the skill and ability required for the position.

Step 4

The junior employee within the Company may elect to exercise their option under 20.04 below.

Bypass Procedure

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 Steps 1 or 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.

- 20.04 (a) 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 and/or the ability to assume the duties of another employee, may elect to:
- 1) Be placed on the Part-Time list in order of Company seniority, or
 - 2) Be laid-off with a Right of Recall in accordance with Clause 20.06, or
 - 3) Accept severance pay in accordance with the provisions of Clause 21.01
- (b) 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.

- (c) The employee to be displaced may remain in the driving position until the bumping employee passes the Company Driving Assessment.
 - (d) Where the bumping employee is unable to pass the Company Driving Assessment, the employee may at their choice and expense attempt the Company Driving Assessment a second time within five (5) calendar days, or the employee will bypass this Step in the Bumping Procedure and proceed to the next applicable Step.
- 20.05 An employee displacing into a position as in 20.03 will assume the duties and will be paid the wage rate for the classification of the position assumed.
- 20.06 Seniority and Recall**
- Seniority and recall rights during lay-off will be retained as follows:
- (a) Employees with less than one (1) year continuous service at the date of lay-off shall retain their seniority and recall rights for one (1) month from the date of lay-off.
 - (b) Employees with more than one (1) year continuous service at the date of lay-off shall retain their seniority and recall rights for a maximum of six (6) months.
 - (c) Employees with more than ten (10) year's continuous service at the date of lay-off shall retain their seniority and recall rights for a maximum of twelve (12) months.
- 20.07 An employee on lay-off shall be recalled to vacant full-time positions in order of seniority, prior to said positions being posted.
- 20.08 Employee(s) on lay-off may opt to be recalled to any position vacancies which may arise at the Company while on lay-off, provided the employee has the skill and ability required for the position.
- 20.09 A recall to work is effected by the Company advising the employee, by telephone or by registered mail at the number or address on file with the Company, of the date and time that the employee is to be recalled to work.
- The responsibility to ensure that the current telephone number and address is on file with the Company is solely that of the employee.
- 20.10 Any employee failing within five (5) calendar days to respond to a recall to work notice delivered pursuant to 20.09 above will be deemed to have forfeited both the Right of Recall and seniority and is subject to the provisions of Clause 21.01. The Employer may agree to a longer time period in emergency situations, provided the employee contacts the Company and advises that they are not available.
- 20.11 No new employees will be hired to a position or classification unless employees with recall rights and who remain on lay-off have been first offered the opportunity.
- 20.12 Employees in receipt of benefits coverage who are laid off and elect to be placed on the lay-off recall list will have their medical benefits coverage continued to the end of the month following the date of lay-off. Thereafter, the employee may elect to maintain their medical benefits coverage during their recall period provided they pay to the Company monthly in advance the cost of the premiums for that coverage.

CLAUSE 21 - SEVERANCE PAY

- 21.01 Throughout the term of this Agreement, employees who have completed the probation period as per 19.05 and who lose their seniority for the reasons outlined in Clauses 19.03 (a) through (e) above, will not be entitled to severance pay. Otherwise, all other employees who have completed the probation period as per 19.05 and who lose their seniority will be paid severance pay at the rate of seven and one half (7½) days for each completed year of service.
- 21.02 Employees who are laid off and are subsequently placed on the recall list may elect at any time to receive severance pay. Employees who elect to receive severance pay will have no further rights under this Agreement.
- 21.03 Employees who are laid off and not recalled to work within their recall period will receive severance pay in accordance with this Clause at the expiry of their recall period.

CLAUSE 22 - MINIMUM PAY

- 22.01 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 23 - EATING AND REST PERIOD

- 23.01 No employee shall work longer than five (5) hours without one-half (½) hour off, with pay, for the purpose of eating a meal.
- 23.02 All employees shall be entitled to two (2) fifteen (15) minute breaks, one each in the first (1st) and second (2nd) halves (½s) of their shift, without loss of pay.
- 23.03 All employees shall be entitled to a paid fifteen (15) minute break immediately following the standard shift if overtime in excess of one (1) additional hour is anticipated.

CLAUSE 24 - VACATIONS

- 24.01 Annual vacations for full-time employees shall be granted in accordance with the following:
- New employees shall receive one (1) day per full, completed month, to a maximum of ten (10) days per year, with pay at the rate of four percent (4%) of the employee's gross wages.
- Following one (1) year continuous employment, two (2) weeks' vacation with pay at the employee's regular rate or four percent (4%) of the employee's gross wages for the previous year, whichever is the greater.
- Following four (4) year's continuous employment, three (3) weeks' vacation with pay at the employee's regular rate or six percent (6%) of the employee's gross wages for the previous year, whichever is the greater.
- Following eight (8) year's continuous employment, four (4) weeks' vacation with pay at the employee's regular rate or eight percent (8%) of the employee's gross wages for the previous year, whichever is the greater.

Following twelve (12) year's continuous employment, five (5) weeks' vacation with pay at the employee's regular rate or ten percent (10%) of the employee's gross wages for the previous year, whichever is the greater.

Following twenty-five (25) year's continuous employment, six (6) weeks' vacation with pay at the employee's regular rate or twelve percent (12%) of the employee's gross wages for the previous year, whichever is the greater.

- 24.02 (a) For the purpose of calculating and selecting for annual vacation, the vacation year will run from January 1st to December 31st.
- (b) Employees shall be given the opportunity to select their annual vacation in order of Company seniority within their Department. Each employee must participate in the vacation selection process.
- (c) Vacation selection shall begin no later than the first (1st) Monday of November in each calendar year and must be completed in such time as to permit vacation schedules for the following year to be approved and posted by the second (2nd) week of December.
- (d) Upon notification by the Supervisor of their turn, an employee will have four (4) days to submit a selection in writing or forfeit their turn.
- (e) Completed vacation schedules shall be posted in a common area and shall show the employee's name in relation to the respective vacation time(s) successfully selected by the employee.

Vacation Selection Process

A maximum of two (2) weeks can be taken during the summer period in each pick.

1st Round Pick

By Department, by seniority
Maximum of two (2) weeks

2nd Round Pick

By Department, by seniority
Maximum of two (2) weeks

3rd Round Pick

Available to both full-time and part-time employees in order of Plant seniority
Maximum of two (2) weeks

Once All Rounds Are Completed

First come, first served – employees may choose in less than one (1) week block. Every effort will be made to accommodate, however approval will be subject to production and staffing demands. If requested, employees may use any banked time to round up time off to one (1) full week.

- 24.03 The Employer reserves the right to limit the number of employees off on vacation at one time from within the same classification, provided they can show a bona fide need.

- 24.04 (a) Employees shall take the annual vacations to which they are entitled in accordance with the terms hereof. No employee shall accept wages in lieu thereof.
 - (b) It is understood that there is no carry-over of any unused vacation entitlement as outlined above.
 - (c) Any vacation entitlement earned during the vacation accrual period, which remains unscheduled in a vacation year, must be scheduled before the end of the vacation year.
 - (d) The Company reserves the right to schedule any unused vacation entitlement for any employee prior to the expiry of the vacation year.
- 24.05 Vacation trades are not permitted.
- 24.06 If a vacation is cancelled by the employee, the slot will be open for other employees in one (1) week increments on a seniority basis.
- 24.07 An employee on Disability or Workers' Compensation leave at the time of vacation selection will not be solicited for their vacation picks if they are not anticipated to return to work during the vacation period. Should the return cross over into another vacation year, the employee will be required to take outstanding vacation prior to returning from leave.
- 24.08 Vacation must be booked in advance and cannot be used to cover absenteeism.
- 24.09 An employee whose employment is terminated for any reason shall be paid, with their final pay, any unused and accrued vacation entitlement.

CLAUSE 25 - STATUTORY HOLIDAYS

25.01 The following Statutory Holidays will be observed:

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

- 25.02 An employee qualifies for payment of a Statutory Holiday after they have been on the payroll of the Company thirty (30) days prior to the holiday and providing they have worked in the thirty (30) days before the Statutory Holiday.
- 25.03 In calculating days worked for the purposes of qualifying pursuant to 25.02, the following will be deemed as days worked:
- (a) regular scheduled shift;
 - (b) sick days;
 - (c) approved vacation leave;
 - (d) approved leave of absence with pay;
 - (e) Company sponsored training days.

25.04 In the event that a Statutory Holiday falls on an employee's scheduled day off, and the employee would otherwise qualify for payment of the Statutory Holiday, subject to 25.02 above, the employee shall be entitled to a paid day off for the Statutory Holiday at their regular rate of pay at a time mutually agreeable between the employee and the Company. Every effort will be made to attach this day off to the employee's days off, however this will be subject to production and staffing demands.

Should the Statutory Holiday fall during an employee's vacation period, the vacation time will be adjusted accordingly. Example: employee books one (1) week (five (5) days off) – Statutory Holiday falls during vacation week – time will be coded four (4) vacation and one (1) Statutory Holiday.

25.05 Employees who qualify pursuant to 25.02 above and are required to work on the Statutory Holiday will be paid the applicable overtime rate of pay for the hours worked on that day, and bank a day in lieu of the Statutory Holiday which will be taken as time off at a later date, by mutual agreement between the Parties. Alternatively, the employee may request to be paid for the Statutory Holiday in lieu of banking the hours. All banked days will be scheduled within the calendar year earned or within the first quarter of the following year. Any unscheduled banked days will be assigned.

25.06 All Statutory Holidays will be observed on the day on which they fall unless another day is substituted as agreed between the Union and the Company. Should the Employer not have a weekend schedule, then all Statutory Holidays that fall on a weekend day shall be observed on the Friday, if the Holiday falls on a Saturday, or on the Monday, should the Holiday fall on a Sunday.

The Employer reserves the right to amend the day-off, depending on production and customer demands, regardless of which day the Holiday lands. Where possible, the Company will provide employees with a minimum seven (7) days' notice.

25.07 Employees who are on unpaid Leave of Absence, lay-off, Weekly Indemnity, Long Term Disability or W.C.B. wage loss benefits will not qualify for payment for Statutory Holidays that fall during their period of leave or disability, except when qualifying under 25.02.

CLAUSE 26 - DAYS AND HOURS OF WORK

26.01 Hours of Work

The normal hours of work for the Company's business covered by this Agreement shall be set and may be modified by the Company according to the demands of the business and/or the customer of the Company. The Company will generally schedule its operations through the application of the principal of a forty (40) hour workweek with shifts being eight (8) hours per day for five (5) days. Other shift arrangements currently in place will remain in place.

- 26.02 (a) For full-time employees and part-time employees (where applicable), the Company will prepare a work schedule (Sunday to Saturday) and post such schedule in a conspicuous place by no later than Thursday in the prior week.
- (b) Part-time employees will be scheduled for any part time work available on a seniority basis, provided always that the part-time employee possesses the requisite qualification(s) and ability.

- (c) 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.

- 26.03 In the event that the normal starting and stopping times are to be adjusted, the employees affected will be provided advance notice where practical. The Company will provide four (4) days' notice of change of work schedule involving days off, and twenty - four (24) hours' notice of change of start/stop times where practical. However, the Company undertakes in good faith to provide as much notice as is reasonably possible in all circumstances.
- 26.04 A full-time employee will not be subject to a temporary lay-off if there are shifts available that are usually assigned to part-time employees. Whenever feasible, if part-time shifts are available, qualified full-time employees will be offered said shifts, provided the full-time employee has the ability to perform the work available.
- 26.05 The Company shall accept the responsibility of maintaining the work schedule.
- 26.06 (a) An employee shall be granted ten (10) consecutive hours rest between scheduled shifts. Where the employee is called in to work before the ten (10) consecutive hours has elapsed and elects to report to work, the employee shall be paid overtime rates for all hours worked within the ten (10) hour period from the finish of their previous scheduled shift.

(b) There will be no split shifts.
- 26.07 In the event any driver 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.

Overtime

26.08 Daily Overtime

For the purposes of this Section, overtime is paid to an employee for time worked outside of or in excess of regular scheduled hours for the day.

Overtime is paid at the rate of one and one-half times (1½x) the regular rate of pay for all overtime hours worked up to twelve (12) hours in a day, and double-time (2x) thereafter.

Weekly Overtime

Weekly overtime is paid to an employee for approved hours worked in excess of the forty (40) regular hours per week at the rate of one and one-half times (1½x) the regular rate of pay for all hours on the sixth (6th) day. All hours worked on the seventh (7th) day of an employee's workweek (Sunday to Saturday) will be paid at two times (2x) the hourly rate.

Overtime Bank

At the employee's option, overtime earnings may be banked and taken at a later date in cash or in time off at a mutually agreed upon date. Employees may change their written declaration annually, on or before January 1 each year, as to the method of overtime payment. New employees will make their written declaration at time of hire. Employees who do not make a written declaration shall have their overtime paid out.

Employees may accumulate overtime to provide up to a maximum of forty (40) hours banked in a calendar year. Any unused amounts will be paid out in the first (1st) pay period following January 1, each year.

26.09 Scheduled Overtime

Where the Company schedules an overtime shift(s) to be worked, the employees within the classification, who are available and qualified (as determined by the Company) will be given the first (1st) opportunity to work the overtime shift(s) on the basis of seniority, afterwards overtime will be offered by seniority to qualified employees from outside the classification. Failing which, overtime will be assigned on the basis of qualifications and ability in reverse order of seniority.

CLAUSE 27 - UTILIZATION OF EMPLOYMENT

Employment - Other Classifications

27.01 When an employee is required to temporarily 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 temporarily fill the place of another employee receiving a lower rate, their rate of pay will not be changed to the lower rate.

27.02 All employees shall be employed in a manner conforming to their listed classification. It is recognized that the nature of an operation or the season of the year may render it necessary to temporarily combine two (2) or more classifications without creating a Reliefman position.

CLAUSE 28 - WORK CLOTHES

28.01 Where required to be worn by the Company, employees shall be provided with (at no cost to them) clean uniforms, as well as gloves where required.

CLAUSE 29 - PREMIUMS

29.01 Shift Premium

Employees shall receive a shift premium of one dollar seventy-five cents (\$1.75) per hour for all hours worked for shifts that are completed after midnight (12:00am) each day.

29.02 Leadhand Premium

Where appointed by the Company, Leadhands shall be responsible to direct and monitor the work assignments of those employees assigned to them. The Leadhand shall receive a premium of one dollar (\$1.00) per hour above the highest classification within the Department, for all hours worked as a Leadhand.

29.03 First Aid:

Where appointed by the Company, a First Aid Attendant Level I shall receive a premium of fifty cents (50¢) per hour for all hours worked. Level II shall receive one dollar ten cents (\$1.10) per hour for all hours worked.

29.04 On-Call Premium (Maintenance)

On-Call premium paid at a flat rate of forty dollars (\$40.00) for the week (Sunday through Saturday), the Company to implement on schedule and rotation. All qualified Maintenance personnel are required to participate in the On-Call rotation. Maintenance Tech on call, who must report to work, will receive the greater of four (4) hour's pay or two times (2x) the hourly rate for all hours worked.

CLAUSE 30 - PERFORMANCE OF DUTY

30.01 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 in competition with the Company.

CLAUSE 31 - DURATION OF AGREEMENT

31.01 This Agreement shall be in effect from January 1, 2019 through December 31, 2023 and from year to year thereafter, unless notice of intent to renegotiate the Agreement shall be given by either Party to the other Party in writing, not later than four (4) months prior to the anniversary date of the expiry.

CLAUSE 32 - SAVINGS CLAUSE

32.01 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.

32.02 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 9. 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 Vancouver B.C., this _____ day of _____, 2019

FOR THE COMPANY

FOR THE UNION

SCHEDULE "A"
WAGE SCHEDULE

ULTIMA HOURLY WAGE SCALE	2019	2020	2021	2022	2023	COMMENTS
MAINTENANCE						
Senior Maintenance Technician	\$38.71	\$39.39	\$40.08	\$40.78	\$41.80	Red Seal Ticket
Maintenance Technician	\$32.29	\$32.86	\$33.43	\$34.02	\$34.87	No Red Seal Ticket
Junior Maintenance Technician	\$29.68	\$30.20	\$30.73	\$31.27	\$32.05	0 - 2 years of maintenance experience or Apprentice
Instrumentation Technician	\$33.77	\$34.36	\$34.96	\$35.57	\$36.46	Instrumentation Certificate required
CIP, HTST, PASTO OPERATOR						
Top Rate	\$29.60	\$30.12	\$30.65	\$31.18	\$31.96	Dairy License required to receive Top Rate
Year 2 (plant seniority)	\$27.23	\$27.71	\$28.19	\$28.69	\$29.40	
Year 1 (plant seniority)	\$25.46	\$25.90	\$26.35	\$26.82	\$27.49	
Starting Rate (plant seniority)	\$22.48	\$22.87	\$23.27	\$23.68	\$24.27	
DAIRY PROCESSOR & CIP OPERATOR						
Top Rate	\$28.13	\$28.62	\$29.12	\$29.63	\$30.37	Dairy License required to receive Top Rate
Year 2 (plant seniority)	\$25.88	\$26.33	\$26.79	\$27.26	\$27.94	
Year 1 (plant seniority)	\$24.19	\$24.62	\$25.05	\$25.48	\$26.12	
Starting Rate (plant seniority)	\$21.70	\$22.08	\$22.47	\$22.86	\$23.43	
FILLER OPERATOR						
Top Rate	\$27.20	\$27.68	\$28.16	\$28.66	\$29.37	
Year 2 (plant seniority)	\$25.02	\$25.47	\$25.91	\$26.36	\$27.02	
Year 1 (plant seniority)	\$23.40	\$23.80	\$24.22	\$24.64	\$25.26	
Starting Rate (plant seniority)	\$20.95	\$21.32	\$21.69	\$22.07	\$22.62	
PLANT - GENERAL						
Production Helper	\$19.77	\$20.12	\$20.47	\$20.83	\$21.35	
Summer Student	\$16.75	\$17.04	\$17.34	\$17.64	\$18.09	
WAREHOUSE						
Senior Material Handler	\$29.67	\$30.19	\$30.72	\$31.26	\$32.04	Forklift Certification required for Warehouse
Material Handler						
Top Rate	\$26.40	\$26.86	\$27.33	\$27.81	\$28.51	
Year 2 (plant seniority)	\$24.29	\$24.71	\$25.15	\$25.59	\$26.23	
Year 1 (plant seniority)	\$22.70	\$23.10	\$23.51	\$23.92	\$24.51	
Starting Rate (plant seniority)	\$21.22	\$21.59	\$21.97	\$22.35	\$22.91	
DRIVERS						
Route Salesman	\$30.00	\$30.53	\$31.06	\$31.60	\$32.39	
Transport Driver	\$31.13	\$31.67	\$32.23	\$32.79	\$33.61	Class 1 Driver's License required

APPENDIX “A” - PENSION PLAN

An Employer sponsored Defined Contribution Pension Plan is available to employees with contributions by the Employer and the employee as per the terms outlined in the Registered Pension Plan.

- Effective upon ratification, all employees may join the Pension Plan after three (3) months of continuous service.
- The Employer and employee will each contribute three and one half percent (3.5%) of salary to the Defined Contribution Pension Plan.

Salary used to calculate pension contribution includes the basic remuneration actually received from the Employer including any amount paid to take place of accumulated vacation, but excluding any bonus, commission, fee, premium, overtime payment, special payment, allowance or reimbursement of expenses.

LETTER OF UNDERSTANDING

RELIEF OF MATE

The Employer intends to transition to a continuous production process, where production machinery is handed-off from one operator to the next operator without shut-down. Overtime rates will apply where a timely hand-off is not possible.

It is the Employer's expectation that incoming operators relieve outgoing operators in a timely manner. The Employer shall make every effort to have the employee relieved as soon as possible, including the full use of the overtime provisions.

DATED AT Vancouver B.C., this _____ day of _____, 2019

FOR THE COMPANY

FOR THE UNION
