COLLECTIVE AGREEMENT

Between

Sofina Foods Inc. (Lilydale Division), Abbotsford (Hatchery) 27923 Myrtle Avenue, Abbotsford, BC V4X 1R3

And

United Food and Commercial Workers, Local 1518

July 1, 2023 to June 30, 2026

Ratified by member vote: February 14, 2024



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THIS AGREEMENT made and concluded at Surrey, B.C. this 8th day of February, 2024.

BETWEEN: SOFINA FOODS INC. (Lilydale Division), Abbotsford (Hatchery)

27923 Myrtle Avenue Abbotsford, BC V4X 1R3

(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND: UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL

UNION LOCAL 1518 - INDUSTRIAL SECTOR

350 Columbia Street New Westminster, BC V3L 1A6

(hereinafter referred to as the "Union")

OF THE SECOND PART

WITNESSETH:

ARTICLE 1 – General

WHEREAS it is the desire of both parties to this Agreement:

- (i) To maintain and improve the harmonious relations and conditions of employment between the Employer and the Union;
- (ii) To recognize the mutual value of joint discussions in all matters pertaining to working conditions;
- (iii) To encourage efficiency in operation;
- (iv) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union;
- (v) The Employer and the Union agree that the promotion of a harmonious relationship and the development of mutual respect in the workplace is the responsibility of all employees both Management and Union.

It is agreed that any actions such as workplace violence, bullying or harassment, sexist comments, the use of vulgarity, name calling, or yelling are counter-productive to a harmonious workplace and will not be tolerated.

NOW THEREFORE, this Agreement witnesseth that the parties hereto in consideration of the mutual agreement and covenants hereinafter contained, agree with the other as follows:

ARTICLE 2 – Bargaining Agency

- 2.01 The Employer recognizes the Union as the sole collective bargaining agency for all regular employees excluding executive staff, sales and office staffs, foremen and buyers with respect to wages, hours of work and terms and conditions of employment. The Employer recognizes the right of the Union to determine the standing of all members.
- 2.02 The Employer agrees that all employees now members of the Union and all employees who become members of the Union shall remain members in good standing of the Union while employed by the Employer during the life of this Agreement, as a condition of continued employment.
- **2.03** Recognition Union Shop:
 - (a) The Employer agrees to retain in its employ, within the Bargaining Unit as outlined in Article 2.01 of this Agreement only members of the Union in good standing.
 - (b) The Employer shall be free to hire new employees who are not members of the Union, PROVIDED, said non-members, shall be eligible for membership in the Union, and shall make application within ten (10) working days after employment and become members within thirty (30) days worked.
 - (c) The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the new employee their responsibility in regards to Union Membership, and to provide the Union in writing with the name and address of each new employee to whom they have presented the form letter along with the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month. Every employee shall keep the Employer informed of their home address, postal code and phone number.

The Employer shall advise the Union quarterly of any changes in employee addresses.

2.04 Deduction of Dues: The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of t+/8 Union. The Employer further agrees to automatically deduct union dues from the wages of all new employees. The Union will supply an appropriate form to the Employer so that new employees, at the time of hire, will authorize union dues deductions. This form will be applicable from the time the employee commences employment until such time as the Union submits an official dues checkoff to the Employer. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th.) day of the following month, accompanied by a written statement of the name and social insurance number

of each employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four-week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four-week period, as well as the plant number of each employee for whom the deductions were made. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

ARTICLE 3 – Management

The Management of the plant and direction of the working forces, including the right to hire, suspend, discharge for just cause, and the methods, processes and means of production and handling are vested exclusively in the Employer, subject only to the provisions of this Agreement. Cases of disagreement over the interpretation of this clause shall be dealt with in accordance with the Grievance Procedure in Article 11.

ARTICLE 4 – Wages

- **4.01** Attached to this Agreement shall be a Wage Schedule covering all employees. This shall not apply to employees excluded in Article 2.01. No employee shall hold more than one (1) classified position.
- 4.02 Classifications and rates of pay for such classifications shall be in accordance with the "wage schedule" which shall form part of this Agreement. Any additions or deletions to the present classifications shall be the subject of collective bargaining between the Employer and the Union. Any new job rates agreed to shall be retroactive to such date the new job was instigated.
 - All employees on the "Labour Start Rate Progression Grid" who are assigned a Classified Position shall receive the applicable classified rate for all hours worked while performing the classified work.
- 4.03 If an employee substitutes in any department on any job during the temporary absence of another employee because of sickness, holiday leave or other similar cause they shall receive where such job pays less, their former rate of pay and where such job pays more, the rate applicable to the temporary job. In the case of temporary transfers, the basis of transfer shall be the junior qualified employee in the plant, provided, however, no senior employee makes a request for such temporary vacancy/transfer. The word "temporary" as used in this Agreement shall be defined as a result of mutual agreement, arrived at between the Union and the Employer, based upon the merits of each individual case.
- **4.04** Where inequalities in individual rates are alleged to exist, they shall be dealt with as provided for in Article 11 Grievance Procedure.

ARTICLE 5 – Seniority

Seniority shall operate on a total plant basis, except where otherwise provided in Article 8.04

and Article 8.05 (a), and Article 9.06(a).

It is understood and agreed that the provisions of Article 5 - Seniority, shall not apply in the case of a partial Wednesday closure at the Hatchery. In cases where the Wednesday work force is reduced, the personnel selected for available work, on such days, shall be the senior qualified employees in the department where the partial work force is required.

ARTICLE 6 – Safety and Health

- 6.01 The Employer shall make reasonable provisions for the safety and health of employees of the plants during the hours of their employment. Protective devices and other equipment necessary to properly protect the employees from injury shall be provided by the Employer with no cost to the employee, unless lost or misused by employees. The word "misused", as used herein, shall be defined as a result of mutual agreement, arrived at between the Union and Employer, based upon the merits of each individual case.
- There shall be a Union-Employer Safety Committee which shall be set up as follows: The Employer shall appoint one (1) or more representatives from the Management Staff (not to exceed three (3)) and the Union shall appoint three (3) representatives from their membership. Both parties in making their appointments shall be motivated by the need for selecting people who will best be capable of promoting safety throughout the plant. The safety committee shall alternate chairperson for each meeting. Minutes shall be kept by one mutually agreed secretary, who may be a member of the committee. Regular meetings of the safety committee to be held each month without exception. The time and date of the meeting shall be determined by mutual agreement between the Union and the Employer.
- 6.03 Employees currently being supplied Safety Hard Hats with earmuff protectors which are approved by the Worker's Compensation Board and Employees who are unable to use `ear-plug-inserts,' as determined by their Attending Physician, are eligible to receive such equipment. Safety Committee will be the judge on matters of safety and health, subject to the grievance procedure and arbitration.
- 6.04 No employee shall be disciplined or discharged for refusal to work on any job, or in any workplace or to operate any equipment where it is determined by representatives of the safety committee that the situation is unsafe or unhealthy. The representatives referred to herein shall consist of at least one (1) Employer nominee.
- 6.05 All safety tests, safety inspections and safety tours, shall be conducted in the presence of the Union Co-chairman of the safety committee or in their absence a Union member of the safety committee, or a member of the Executive at the Unit/Plant where the safety tour is being conducted.

ARTICLE 7 – Duration of Agreement

7.01 Except where specifically stated to the contrary, the terms of this Agreement shall be in full force and effect from **July 1, 2023** up to and including **June 30, 2026** and

thereafter from year to year unless either party gives notice in writing of termination or amendment of not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the date of expiration.

7.02 During the period of negotiations resulting from any of the provisions above, this Agreement shall remain in full force and effect.

ARTICLE 8 – Hours of Work and Overtime

- 8.01 (a) For the purpose of calculating if overtime is payable, the Employer shall set out an Hours of Work Schedule and negotiate with the Union. The Union recognizes the needs of the business in negotiating changes in the hours of work schedule. Cases of disagreement may be dealt with under the grievance procedure beginning at the Second Step. The schedule of hours may vary from department to department but shall not total more than forty (40) for any payroll week and must not exceed more than eight (8) hours per day, Monday through Friday, except where otherwise mutually agreed upon.
 - (b) For employees hired prior to date of ratification on September 6, 2018, all time worked before or after the negotiated schedule of hours shall be paid for at double times (2x) the employee's regular rate of pay.

For employees hired on or after the date of ratification on September 6, 2018, all time worked before or after the negotiated schedule of hours shall be paid at time and one half (1.5X) the employee's regular rate of pay, except as follows: Double-time (2X) shall apply to all hours worked over ten (10) hours in a single day and hours in excess of fifty (50) worked in a single week.

Double-time (2X) shall also apply to all hours worked on a Statutory Holiday, a Sunday (when Sunday is not part of their regular shift), or 7th consecutive day worked in a week.

- **8.02** (a) Any full-time employee reporting to work shall be guaranteed four (4) hours pay at the straight time rate for the day they report. Any employee who reports for work and who, by reason of some breakdown in the plant, is dismissed for the day, shall receive five (5) hours pay at least.
 - (b) An employee reporting to work late on their regularly scheduled shift shall not be entitled to overtime rates of pay until completion of eight (8) hours.
- 8.03 Procedure for changing Schedules: The Employer agrees that, except by mutual consent no individual's schedule shall be changed without twenty-four (24) hours' notice or a crew's schedule without five (5) working days' notice. In cases of `Product Shortages,' shift changes for truck drivers will be upon twelve (12) hours notice. The Union will be consulted before a crew's schedule or when feasible an individual's schedule will be changed. The Employer shall have the right to start and stop crews within the range of "Letter of Understanding No. 1." The word "crew" as used in this Agreement shall be defined as a result of mutual agreement between the Grievance Committee and the Employer. The Employer will provide prior notification of a change

of shift to employees who are not at the plant at the time the Employer implements any proposed shift changes. The Employer will provide the Chief Shop Steward with a list of names of the employees they were not able to contact with regard to a shift change.

- When it is necessary to work overtime, the personnel selected shall be the senior qualified posted employees in the department where the overtime is required. Should the necessary employees not be available within the department then the basis of selection shall be the senior qualified employees available in the plant when the overtime is required. If any senior qualified employee has been inadvertently missed for overtime, they shall be paid for the applicable amount of overtime they have missed. If an employee is missed while canvassing, they should contact the supervisor immediately before the end of the shift and clarify. For overtime on Saturday, Sunday and Statutory Holidays the personnel selected shall be the senior qualified employees in the plant.
 - (b) Double times (2x) the regular hourly rate shall be paid to all employees for all hours worked on Saturdays and Sundays. For the purposes of this Agreement an employee's sixth consecutive day shall be considered as their Saturday and their seventh consecutive day shall be considered their Sunday.
 - (c) The Employer will limit overtime hours of work as far as reasonably possible. The Employer will first discuss the matter with the Union, if crew overtime is involved, or if overtime is involved for individuals. If overtime is necessary, the Union will encourage employees to work. In the event that the Employer requires overtime, all employees involved in the overtime shall be provided with notice to this effect when the Employer is first aware of the overtime requirement or two (2) hours' notification on the day overtime is required unless otherwise mutually agreed.
 - (d) When overtime is required ten (10) minutes beyond the regular quitting time, a rest period of fifteen (15) minutes shall be granted before, during or after the overtime work. The provisions of this clause shall be administered by mutual agreement between the Union Stewards at each division, and the Employer.
 - (e) It is agreed that all overtime work shall be voluntary and that no employee shall be compelled to work overtime, nor shall they be discriminated against for refusal to work overtime. If an employee agrees to work overtime, such employee shall be obligated to complete the overtime shift.
- 8.05 (a) The Employer agrees to pay all employees at their regular rates of pay for the normal hours of work as set forth in the Hours of Work Schedule on each of the following Statutory holidays whether they work or not:

New Year's Day	Family Day	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	NDTR- September 30
Canada (Dominion) Day	Remembrance Day	BC Day – 1 st Monday August

and any other holiday that may be declared by Provincial Governments.

(b) If an employee is required to work on any of the Statutory Holidays mentioned herein, they shall receive, in addition, pay for hours actually worked on the Statutory Holidays at two (2) times their regular job rate and these hours shall be considered as scheduled hours worked at regular rates for the purpose of the guarantee.

Employees working on any of the statutory holidays referred to herein may designate a day off to be taken in lieu of the statutory holiday worked. Such designation shall be on the basis of mutual agreement.

The Employer and the Union recognize that the processing of live birds on Statutory Holidays is a matter of mutual concern, and therefore, the parties agree to monitor the situation of having insufficient volunteers to perform the available overtime on all Statutory Holidays (excluding Christmas). The parties will meet during the term of this Agreement to discuss ways of avoiding overtime work on the Statutory Holidays and encouraging employees to volunteer when overtime work on Statutory Holidays is necessary. A special holiday shall be a special and non-recurring public holiday of general observance other than a Statutory Holiday proclaimed by the Government of Canada, as for example V-J Day.

- (c) Double (2x) times the regular rate shall be paid to employees for all hours worked on a special holiday.
- (d) If a paid Statutory Holiday falls on a Saturday or a Sunday, the Employer will determine which day (Friday or Monday) will be observed as the holiday within thirty working days notice of the holiday. [2024]
- (e) If an employee is absent on the day before or after a Statutory Holiday without just cause, payment for the holiday may be withheld subject to mutual agreement between the Employer and the Union.

In the case of repeated absences without just cause, payment for the holiday may be left to the discretion of the Employer.

- 8.06 Lay-off or Recall in Holiday Weeks: Employees on lay-off or who are recalled in the pay weeks in which the public holidays fall, shall receive eight (8) hours' pay at regular rates for such holiday, provided they receive pay for hours worked in the month preceding or succeeding the Statutory Holiday. To qualify for this holiday pay, employees must work out their lay-off notice or report to work on recall when required as the case may be.
- 8.07 Any hourly rated employee who, after leaving the Employer's premises, is called in at any time outside their normal working hours shall be through when the job is over but shall nevertheless be paid a minimum of five (5) hours at the regular rate or for hours they actually worked at the applicable overtime rate, whichever is the greater.

- 8.08 (a) Employees shall not be required except in case of emergency to work more than four (4) hours without a first meal period of thirty (30) minutes and more than five (5) hours without the second and third meal periods. The second and third meal periods shall be one-half (1/2) hour on Employer time and these meals shall be supplied free of charge by the Employer. In cases where there is no meal provided, a cash equivalent of \$10.00, plus one-half (1/2) hour straight time will be added to their gross earnings for that fiscal week.
 - (b) Employees required to work more than four (4) hours without a first meal period shall be compensated at one and one-half (1 1/2) their hourly rate for all times worked in excess of four (4) hours until a meal period is granted. Maintenance and Engineer employees engaged in continuous shift operations shall be exempt from this clause but shall be entitled to a lunch period of thirty (30) minutes on Employer time.
- 8.09 The Employer and the Union agree that in the event of a work shortage, ways and means will be discussed in an attempt to reduce the number of employees to be employed during the work shortage period. Such layoffs regardless of their duration, shall be according to seniority. In cases where ability is being considered the determination of ability will be the subject of mutual agreement between the Union Grievance Committee and the Employer.
- **8.10** Whenever an employee is requested for legitimate extra work or is brought in on their day off, or on a Sunday, or on a paid holiday, they need not be required to take time off to bring their hours down to the standard working week.
- 8.11 A 15-minute rest period will be granted twice in each shift, approximately midway before lunch and approximately midway after lunch. In no case shall any employee be required to work beyond two and one-quarter (2 1/4) hours without a rest period. The rest periods referred to herein shall not be eliminated by reason of a short workday unless the employee leaves on personal business prior to the second rest period.
- 8.12 Automation and Technological Changes: (a) The Employer will provide the Union with three (3) months written notice of intention to introduce automation equipment or technological change which will result in displacement or reduction of personnel. Such notice shall contain the following information when it becomes known or available to the Employer:
 - 1. Estimated number of employees facing job loss.
 - 2. Estimated number of employees to be displaced/transferred.
 - 3. Estimated duration of job loss, transfer/displacement.
 - 4. The kind of automated equipment and/or specifics of the technological changes being contemplated, and the departmental areas affected.
 - (b) Employees becoming redundant due to technological change, new equipment or procedures resulting from such new equipment shall be eligible for retraining to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such retraining will be provided by the Employer without loss of pay to the affected employee(s).

- (c) In cases where the retraining of employees is not practical, or where other positions with the Employer are not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this section shall receive all the benefits they had accrued during employment at the end of the recall period or at such earlier time as they may elect to terminate. Employees on recall under the provisions of this clause shall report to work within the stipulated period of time, as outlined in Article 10.09 Seniority.
- (d) A specified extension of the recall period where recall is applied under sub-section
 (c) above may be mutually agreed by the employee and the Employer, subject to written approval by the Union.
- (e) Employees whose services are terminated because of automation or technological change shall receive a separation allowance in accordance with the scale outlined in Article13 of this Agreement.
- 8.13 Management personnel shall not be allowed to do production work, nor shall Management personnel displace Union personnel. In cases where management is involved in the training of unqualified employees, such training shall not be considered a violation of this clause. Notwithstanding the above, management personnel may mix vaccines and operate a pallet jack, but only when this is necessitated by the absence of a bargaining unit employee who is qualified and willing to do such work. In an effort to avoid such circumstances, the Employer agrees to continue to offer training to employees who are interested in being trained to mix vaccines and/or operate a pallet jack. This training will continue to be offered at no cost to the employees.
- 8.14 An employee who is absent for reasons of sickness, or non-compensable accident during the period in which a Statutory Holiday occurs, shall receive eight (8) hours pay at their regular rate for such Statutory Holidays as occur during such absence provided the employee has worked at least one (1) shift in the twelve (12) months immediately preceding the holiday. In the case of continued absences, the Employer may request a Doctor's certificate to substantiate any illnesses. The word `continued' as used in this agreement shall be defined as a result of mutual agreement arrived at between the Union Grievance Committee and the Employer, based upon the merits of each individual case. Any employee who is absent for reasons of compensable accident during a period in which a Statutory Holiday occurs shall receive the difference between the W.C.B. benefit entitlement and eight hours pay at their regular rate for such Statutory Holidays, as occur during such absences.
- 8.15 Each employee shall receive an off-shift premium of one dollar (\$1.00) per hour for all hours worked commencing between 12:00 noon and 5:00 a.m. Such premiums shall be considered as part of an Employees basic rate.
- 8.16 "Chick" truck drivers attending two tiered barns or transferring 15,000 birds and up and drivers required to take out loads after 2:00 p.m. in any day which contains deliveries that would require any truck driver to work in excess of their normal schedule of hours for that day, shall be supplied a swamper on request. The provisions of this clause will not apply for "Island" hatchery deliveries.

- 8.17 All employees shall be entitled to twelve (12) hours of rest between shifts. Should the employee be required to work during their twelve (12) hour rest period, all hours worked will be paid for at overtime rates. Long Haul Drivers may opt, in writing, to waive their twelve (12) hour rest period without penalty to the Employer under this provision, provided compliance with Department of Transport Regulations is maintained.
- 8.18 An employee injured while working in the plant shall suffer no loss of earnings for the balance of hours in the scheduled shift in which the accident occurs if, as a result of such injury they are sent home or to the hospital or for medical attention on instructions from the first aid department, but if such is not possible, then by a Employer representative. In the event that no Employer representative is present to report to, the Employer will provide a telephone number to the employees where a report of their accident may be received. Costs incurred as a result of transportation to and from the practitioner and/or hospital, at the option of the employee, shall be borne by the Employer.
- **8.19** Establishing Rates for New or Changed Jobs:
 - (a) Establishing rates for new or changed jobs shall be handled in accordance with Article 4.02.
 - (b) If agreement is not reached when the job is started, the Employer will pay the rate set and if in the final settlement the rate is increased it will be paid retroactively.
 - Similarly, the rate will be paid retroactively when its establishment has been delayed beyond the date the job reaches normal operation.
 - (c) Disagreement mentioned in paragraph (b) above will be subject to the Grievance Procedure beginning at the second step.
- 8.20 It is understood and agreed, that where there is a short work week in effect, employees within the Bargaining Unit may exercise their seniority in order of seniority, for the purpose of electing to be laid off rather than to remain on the payroll during such short work weeks, subject to mutual agreement. The employee shall make application to their supervisor in writing to be laid off for the short work week(s) on a form to be provided by the Employer.
- 8.21 Effective July 1, 2024, the Transfer Crew will revert to a ten-hour shift schedule working Monday, Tuesday, Friday and Saturday with Sunday, Wednesday and Thursday as their days off.

Employees will be provided with three (3) X fifteen (15) minute paid rest periods and one (1) X thirty (30) minute unpaid meal break when they work four (4) days at ten (10) hours per day.

Provisions in this collective agreement that are based on five (5) days at eight (8) hours will be interpreted to apply to a ten (10) hour day at four (4) days per week. The

Parties will meet prior to the final CBA drafting to ensure that we have captured language on the ten-hour shifts in the CBA around, sick days, stats, bereavement, jury duty etc. to ensure clarity is provided in the CBA. [2024]

ARTICLE 9 – Vacation Policy

9.01 The Employer agrees, subject to the provisions set forth within the following sections to grant the following vacations with pay to employees covered by this Agreement:

Employees shall be granted annual vacations subject to the following schedule:

After one (1) year two (2) weeks
After five (5) years three (3) weeks
After ten (10) years four (4) weeks
After twenty (20) years five (5) weeks
After thirty (30) years six (6) weeks
After thirty-five (35) years seven (7) weeks

Notwithstanding Article 9.01, Employees hired before October 21, 2006 shall be granted annual vacations, subject to the following scale:

After one (1) year two (2) weeks
After three (3) years three (3) weeks
After eight (8) years four (4) weeks
After thirteen (13) years five (5) weeks
After seventeen (17) years six (6) weeks
After twenty-two (22) years seven (7)weeks

- 9.02 Calculation of Holiday Pay: All employees shall receive pay on the basis of: forty (40) hours at their regular rate for each week of vacation or two percent (2%) of their total earnings for the previous year per each week of vacation, whichever is the greater amount. It is understood and agreed that the "regular rate" shall be defined as the rate being paid at the time vacation is taken or at the time vacation pay is requested. It is further understood and agreed that the "regular rate" shall be the rate paid in accordance with the wage schedule, for the job or classification to which an employee is assigned. It is understood that such assignment shall be for a period of not less than four (4) weeks.
- 9.03 (a) Employees absent for reasons of sickness and/or non-compensable accident, who return to work following these phases, shall nevertheless be entitled to annual vacations as set out in Article 9.01 and pay for such vacation shall be provided for in clause 3 (c), and these days of absence shall be considered as days worked for the purposes of this Agreement.
 - (b) In the case of compensable accident, employees shall upon their return to service with the Employer receive service credit for each week of such absence as if earnings had been received on the basis of forty (40) hours per week at their regular rate of pay, in accordance with the following scale and to a maximum of fifty-two (52) weeks on any claim.

Service Factor Service Credit

0 - 10 years 26 weeks

10 years and up 52 weeks

The provisions of this clause shall be restricted to one application per calendar year.

Employees hired after the date of ratification of this Agreement must work four thousand, one hundred sixty (4,160) hours before becoming eligible for the service credit as set out above.

- (c) Where an employee is absent from work due to layoff in excess of thirty (30) working days per calendar year, then their vacation entitlement shall be prorated and reduced accordingly for the time absent in excess of thirty (30) working days, provided, this pro-rated reduction will only be applicable to periods of layoff consisting of five (5) consecutive days or longer. Where an employee is absent from work due to illness or non-compensable accident in excess of ninety (90) working days, per calendar year, then their vacation entitlement shall be pro-rated and reduced accordingly for the time absent in excess of ninety (90) working days.
- 9.04 Earned vacation privileges not exercised shall be paid if and when an employee quits or is discharged for just cause from service, at a rate equal to the amount of vacation earned. Employees are entitled to receive their vacation pay at any time in advance if they so request upon six (6) weeks notice to the Employer. Employees wishing their holiday pay must have their holiday selected on the `vacation schedule' prior to receiving their pay. [2024]
- 9.05 Every Bargaining Unit employee shall become eligible for vacation on January Ist. of each year. The Employer and the Union agree to a common anniversary date. An employee who has received their first vacation is thereafter eligible to receive subsequent annual vacations any time on or after January Ist. in the succeeding vacation year in accordance with the provisions of Article 9.06. If, due to the provisions of this clause, employee(s) are entitled to an amount of vacation providing for service of less than one (1) year, such employee(s) shall have their calculation of vacation pay determined as outlined under the provisions of Section 2 of this Article.
- 9.06 (a) The selection of vacation periods shall be on the basis of seniority in each department with the senior employee being given first preference. Vacation may be granted at any time, subject to the demands of the business, but the Employer will make a sincere effort to grant vacations at the time requested by the employees.

The Employer in full co-operation with the Union Steward will post a `Vacation Schedule' beginning the first Monday in December on the Union bulletin board in order to determine the employees' desired vacation times. The selection of vacations will be completed not later than the second Monday in February, in each year, with the allotted times signed for by both parties and copies immediately provided to the Chief Shop Steward. The Employer and the Union agree to the following schedule off on vacation per department at any one time.

The Employer and the Union agree to no more than four (4) of the employees in the Hatchery off on vacation at one time. A greater number may be permitted by the Employer if it will not adversely affect production.

- 9.07 If a paid holiday falls within the employee's vacation period, the Employer will allow the employee concerned a compensatory day's holiday with pay, one day prior to vacation or one day after vacation or at such other time as the employee may designate, subject to mutual agreement.
- **9.08** (a) Employees entitled to vacation will not be allowed to take money in lieu thereof.
 - (b) An employee eligible for a third and subsequent weeks of vacation entitlement may accumulate such weeks of vacation for one (1) year to be taken at a time designated by the employee, not later than December 31, in the year prior to exercising their accumulated vacation.
 - (c) Accumulated vacation credits referred to herein may not be exercised between June 1 to December 30, inclusive in each year.
 - (d) Employees shall notify the Employer of their desire to bank vacation credits not later than December 31, in the year prior to their intention of accumulating vacation credits.
 - (e) Accumulated vacation entitlement shall be paid at the rate equal to the highest rate of pay the employee received, subject to Article 9.01, during the year in which the vacation entitlement was banked.
- **9.09** An employee eligible for vacation who is laid off because of reduction in their crew, shall be allowed pay for the vacation for which they have qualified.
- **9.10** Vacation pay shall be paid to the employee by separate cheque.

ARTICLE 10 – Seniority

- **10.01** After an employee has an accumulative period of service of ninety (90) days worked with the Employer, they shall be granted seniority, which shall date retroactively to the date they entered the employ of the Employer.
- 10.02 (a) In the Bargaining Unit, the filling of permanent vacancies, shall be based on ability and seniority. Ability being sufficient after a reasonable trial to do the job, seniority shall prevail. A reasonable trial shall not exceed twenty (20) working days, however, if mutually agreed, this period may be extended a maximum of ten (10) working days. Employees shall receive the applicable job rates provided for in the Wage Rate Schedule for the job or jobs they have been posted or appointed to when they become qualified. All postings and/or appointments shall be designated in writing with a copy to the grievance committee. All vacancies shall be posted within two (2) working days from the time they become vacant. A vacancy exists when it is performed for 50% or

more of the guaranteed work week.

- (b) The word "qualified" as used in this Agreement shall be interpreted to mean: regularly perform the job without assistance.
- (c) Vacancies within the Bargaining Unit shall be posted for five (5) working days to give employees with seniority ample time to apply. In the case that no application is received for any posting, the vacancy shall be filled by appointment, and the appointee automatically given posted status. Transfer to jobs will be made within ten (10) working days from the date the posting was awarded. Vacancies being posted as a result of the provisions of this clause, shall also include the specific shift and such shift shall subsequently form a part of the posting. When a posted employee is laid off, they shall return to their prior position upon recall, provided that the period of layoff does not exceed three (3) months. Temporary vacancies such as sickness, compensation and holidays need not be posted. The word "temporary" as used in this Agreement shall be defined as a result of mutual agreement between the local grievance committee and the Employer based upon the circumstances of each individual case.
- (d) Only the original vacancy and the two (2) successive vacancies thus created will be posted, the subsequent vacancy being filled by appointment, with the appointee automatically given posted status. In any case, there shall not be more than one (I) posting per three (3) consecutive months per employee. This three (3) month period shall commence from the date that the applicant or appointee was awarded the posting.
- (e) Employees failing to qualify as outlined under the provisions of 2 (a) herein, shall return to their prior position.
- 10.03 (a) Employees shall, in the case of long-term ill health or injury, be given an opportunity of being rehabilitated on specific jobs within the plant, should an opening occur at the time they are released to return to the work force, or within 10 days following the time they are able to return to the work force. If for medical reasons they are unable to return to work, and there are no job openings available, they will be laid off until a recall or vacancy occurs.
 - (b) Employees covered under the provisions of this clause must present a Doctor's certificate authorizing their return to the work force. Once this authorization has been given, the Chief Shop Steward, or their designate, is to be involved in all discussions with the Employer and the employee relating to modified return to work. Mutually agreed upon job descriptions will be established where a modified return to work is being considered.
 - (c) If the employee lacks sufficient seniority over other employees for a posted job vacancy, the Employer may, subject to mutual agreement, assign the returning employee to that vacancy for accommodation and so inform the Local Union.

- (d) Employees being assigned under the provisions of this clause shall be eligible to receive the customary trial period in order to qualify for such postings as outlined in Article 10.02.
- **10.04** Seniority records showing the employee's hire date and their job classification will provided to the Union every three (3) months or within twenty-four (24) hours of the Union's request.
- **10.05** Seniority service records shall not be considered broken and there shall be no interruption in an employee's continuity of seniority rights except as specifically provided herein:
 - (a) When an employee voluntarily leaves the service of the Employer.
 - (b) When an employee has been discharged for just cause and such termination has not been reversed by the grievance procedure.

When an employee has been let out of employment by the Employer for a period longer than the time allowed in the following schedule: Seniority at Date of Separation	Length of Allowable Time Off Payroll
Over 60 working days to 6 months	Time equivalent to one-half (1/2) their length of service
Over 6 months	Time equivalent to length of service up to two (2) years

- (c) When an employee has been absent for thirty-six (36) months due to a non-occupational disability.
- (d) When an employee intentionally and knowingly acts creating an animal welfare issue.
- (e) When an employee commits acts of workplace violence, bullying or harassment.
- 10.06 On reducing and increasing forces, seniority shall govern, provided the senior operator is capable of handling the work performed by the operator of lesser seniority. In cases of dispute, it shall be subject to the grievance procedure. It is understood that the order of layoff or recall shall be in accordance with the seniority records list referred to in Article 10.04.
- **10.07** The Chief Steward of the Plant shall be given a list in advance of employees to be laid off or recalled. Those employees terminated shall also be included on this list.
- 10.08 When forces are increased, former employees will be re-employed and paid the rate of the job to which they are assigned. Employees who have been laid off and are rehired shall not lose the credit for their previous experience in computing their pay rates and shall not have their pay rates reduced if the employee, is rehired in the same department that they worked in at the time the employee was laid off.

10.09 Any laid off employee(s) who have been notified by registered letter at their last known address to return to work and within seven (7) working days has failed to do so, or failed to contact the office, shall be considered to have quit their employment voluntarily and their existing seniority rights shall thereupon be terminated. When any such notice is sent to an employee by registered letter, copy thereof shall be sent concurrently to the union grievance committee.

Employees who are on layoff for periods of two weeks or longer and are subsequently recalled with less than three (3) working days notice will not be subject to termination or discipline for not returning to work within three (3) working days, provided their reasons for not returning to work are bona fide. The validity of such reasons will be the subject of mutual agreement between the Employer and the Union.

- One (1) employee who may be elected or appointed to a full-time position with the Union, upon proper notice to be agreed upon by the parties of this Agreement, shall be granted a leave of absence, without pay, not to exceed the life of this Agreement. Upon one week's notice of their desire to again return to work for the Employer, they shall be placed upon their job previously held, or in the event that the job has been eliminated, one of equal pay, without loss of seniority, provided they are physically fit and capable of performing the work. Leave of absence under this clause will be given in writing by the Employer.
 - (b) Leave of absence shall be granted upon request by an employee who has been elected or appointed to attend any function on behalf of the Union. Such employees shall continue to accumulate seniority for the period covered by this Agreement and upon their return to work shall be reinstated in the job held prior to the leave or in the event that the job has been eliminated one of equal rating. Employees on leave under the provisions of this clause shall receive eight (8) hours pay at their regular rate for Statutory Holidays which occur during such leave of absence unless they have been elected or appointed to a full-time position with the Union. Under the provisions of this clause the Employer will be provided with two (2) working days notice wherever possible.
- 10.11 If an employee is absent from work because of sickness, approved leave of absence or accident, they shall not lose seniority rights and shall also return to the position held prior to their absence or in the event that the job has been eliminated, to one of equal rating, providing they are capable of performing former duties. In the case of sickness and/or accident, it shall be the duty of each employee so absent to notify the Employer weekly of the reasons for absence and how long they expect their absence will last. It is understood that employees will telephone on their first day of absence prior to the commencement of their regular shift. Under the provisions of this clause, employees shall continue to accumulate seniority during such absences. It is agreed that employees give notice, where possible, of not less than three (3) days prior to their return to work, after being absent and receiving W.C.B. Benefits or Weekly Indemnity Benefits.
- **10.12** Permission for leave of absence extending over a period of more than one (1) week must be received in writing and in no case exceed a three (3) month period, provided.

however, that it may be extended upon agreement by the parties hereto. Employees who are granted leaves of absence in excess of two (2) weeks must reimburse the employer for the costs of the benefit programs that are maintained for them under Article 12.05 during their absence.

- (a) When an employee's personal affairs make it desirable for them to be relieved temporarily of employer duties, leave of absence without pay beyond the regular vacation to which an employee is entitled may be granted for good and sufficient reason. "Good and sufficient reason" as referred to herein shall be the subject of mutual agreement and shall not be established arbitrarily by either party.
- (b) Leave of absence in excess of one week before being granted must be requested in writing and approved by the Employer.

Except where otherwise provided for in this Agreement leave of absence will not be granted for the purpose of allowing any employee to take another position temporarily, try out new work, or venture into business for themself.

- 10.13 Requests for leave of absence because of pregnancy will be granted upon application in writing and supported by a Doctor's certificate. Upon the expiration of the leave of absence the employee may signify that they wish to return to work, and in such case they will be reinstated within one (1) week provided they have the necessary seniority and is able to perform the required work. Upon return to work the employee will return to the position previously held or in the event that the job has been eliminated one of equal rating. Under the provisions of this clause employees shall continue to accumulate seniority. The Employer agrees to comply with the Legislation regarding maternity/ parental leave. The Employer will post the current provisions of the Legislation on the Bulletin Board.
- 10.14 Seniority shall be defined as the length of service with the Bargaining Unit at the establishment covered by this Agreement. Service with the present Employer and its predecessors shall be used for the purposes of exercising seniority rights under this Agreement. Should seniority be broken, seniority shall then be calculated from the date they returned to work following the last break in their seniority.
- **10.15** Employees while on layoff and who return to work following layoff, within the time of allowable breaks as outlined above shall continue to accumulate seniority during the layoff period as outlined in Article 10.05.
- 10.16 In the case of layoff, except in the case of an Act of Nature, all employees shall receive notice in accordance with the following scale or receive pay in lieu of notice:

After 3 months of	5 working days
employment	

After one year of employment	10 working days
After three years of employment	15 working days plus 1 additional week's wages for each additional year of employment, to a maximum of eight weeks.

Employees shall receive two (2) days notification of a cancellation of layoff notice. Two (2) working days where possible in the event of layoff due to a non-hatch day. This clause shall not be interpreted in such a manner so as to reduce the weekly guarantee as outlined under the provisions of Article 15 herein. In the event of circumstances beyond the Employer's control both parties shall meet to discuss ways and means of decreasing the guarantee to avoid sporadic layoffs.

An Act of Nature is defined as:

Act of nature, also known as act of God, is an event that is caused solely by the forces of nature without human intervention. Any accident that is not under human control, influence, or human involvement, and is caused purely by the direct, individual action of natural forces, and could not have been avoided by foresight, an appropriate degree of care or effort, or the use of any instrument, is considered to be due to act of nature. [2024]

- **10.17** The designation of "rotating shift work" shall be on a basis of seniority, with the senior qualified employee within the department being asked first and so on down the applicable seniority list, until by this process the shift has been filled. Rotating shifts shall apply by mutual agreement only.
- 10.18 Any employee offered a permanent supervisory position by the Employer, shall be granted a three (3) month 'Leave of Absence' to assess their qualifications for such position. Employees on 'Leave' under this provision shall continue to pay their regular monthly union dues/deductions. At the end of this 'assessment period,' the employee can choose to return or the Employer can require the employee to return to the 'Bargaining Unit,' without loss of seniority. This 'Leave of Absence' provisions shall be restricted to one (1) application by an employee, during their employment career with the Employer.

ARTICLE 11 – Grievance Procedure

11.01 (a) A Grievance Committee, the number not to exceed two (2), who shall be regular employees of the Employer, shall be elected by the Union in a manner determined by them, and the Employer shall be kept informed of the personnel of this committee.

- (b) Shop Stewards, the number to be decided by the Union shall be elected by the Union in a manner determined by them and the Employer shall be kept informed of the personnel of the Shop Stewards.
- (c) All grievances shall be taken up on Employer time during working hours.

 Grievances taken up under the provisions of the "First Step" shall be paid for at 'applicable' rates and at `straight time' rates under the provisions of "Steps Two and Three."
- (d) If a Steward or Grievance Committee Member has to leave their job or department in connection with a grievance they shall first secure permission from the foreman before leaving the job or department. Such permission shall be granted as promptly as possible, but shall in no case exceed one-half (1/2) hour. The Chief Shop Steward shall be free to investigate any grievance that may be brought to their attention.
- (e) It is agreed that the purpose of the grievance procedure will be to settle all grievances promptly, and that consultation at any step on the following procedure will take place quietly and speedily so that friction or animosity will be reduced to a minimum.
- (f) The Employer recognizes the right of the "Grievance Committee" to process any grievance that is brought to their attention. All grievances not presented to the Employer within fifty (50) calendar days from the date the grievance arose shall be waived.
- (g) The grievance shall contain the provision(s) of the Collective Agreement which are alleged to have been violated, the remedy sought, and the grievor's name (where applicable). The parties agree that these are subject to reasonable amendments after the grievance has been filed.
- 11.02 (a) The following procedure shall be applicable progressively to the adjustment of disputes or grievances. The Employee and their Shop Steward shall discuss the matter with their immediate superior before proceeding with the following step. If the Employee is not satisfied with the answer or the settlement, then:

<u>First Step</u>: Between the Union Steward, the Chief Steward with or without the employee and an equal number of representatives designated by the Employer. A decision must be rendered within two (2) working days, unless mutually agreed otherwise. Failing settlement at this step, the matter shall then be referred to:

Second Step: By the Grievance Committee of the Union who shall take the matter up with the Committee designated by the Employer. In case of an emergency a meeting can be called by either party. Outside representatives of the Union and the Employer may be called in if so desired. A decision to be rendered within three (3) working days unless mutually agreed otherwise. All grievances and decisions at this stage are to be in writing. Should either party intend to proceed to the "third step" they must advise the other party in writing within five (5) working

days from the date the decision was rendered under Step 2 of the Grievance procedure. Both parties will then proceed as outlined in the "third step."

Third Step:

- (a) Any disagreement, grievance or dispute arising under this agreement, which is not settled to the satisfaction of either the Union or the Employer, shall upon written notice of either party be submitted to a single person arbitration board. In the event the parties fail to agree on a single person arbitrator, within ten (10) working days, the arbitrator shall be appointed by the Minister of Labour for the province of British Columbia. The arbitrator's expenses shall be borne in equal shares between the Employer and the Union. The decision of the arbitrator shall be rendered within twenty- eight (28) working days. The time limits referred to herein may be extended by mutual agreement.
- (b) In areas where there is no Steward, the grievance shall be taken up as outlined in this Article by the Chief Shop Steward, or their designated representative.
- (c) Saturdays, Sundays and Statutory Holidays shall not be considered as "working days" wherever this phrase occurs in this Agreement.
- 11.03 When a grievance which involves an error in the proper earnings of an employee is subsequently settled and as a result of such settlement the wage of an employee is increased, such increase shall be made retroactive to the date on which the error in the earnings was made. If the date cannot be established, then the increase shall be effective the date the grievance was laid or such other date as may be agreed upon.
- 11.04 (a) When the Employer deems it necessary to discipline an employee they shall have the Union Steward present. If the employee or employees concerned feel they have been unjustly dealt with, they shall grieve within two (2) working days. In the case of suspension or dismissal the Union Steward and Chief Steward or their designated representative shall be present. In the case of dismissal, the procedure shall be as in Article 11.04 (b).
 - (b) If an employee is dismissed for any reason whatsoever and feels that they have been unjustly dealt with they shall within three (3) working days from receipt of notice of dismissal, notify the Grievance Committee who shall within one (1) working day notify the Employer in writing. The dismissal shall then constitute a grievance and shall be dealt with according to the Grievance Procedure beginning with the "Second Step." If subsequently, it is decided that the employee was unjustly dismissed, they shall be reinstated in their former position and shall be paid for this period during which they have not worked as if they had not been dismissed, or granted such lesser compensation as seems fair under the circumstances.
- 11.05 The Employer must give the Chief Shop Steward and/or members of the Grievance Committee notice in writing of the suspension or discharge of any employee and the reasons on the day such action is taken.

- 11.06 When settlement is reached at any stage of these proceedings, such decision shall be final and binding. It is understood that no decision will be made unless representatives of the Union are present.
- **11.07** Grievances involving financial adjustment which are resolved in favour of the aggrieved shall be awarded to the senior grievors.

ARTICLE 12 – Miscellaneous Items

- 12.01 (a) All employees shall receive their pay on Employer time unless otherwise requested by the employee. Total deductions and earnings which are variable shall be shown on the cheque stub. Total deductions and earnings which do not vary, week by week, shall be itemized on a card to be furnished each employee, which may be changed periodically as required. The amount of regular hours, overtime hours and rates of pay shall be shown separately on the cheque stub. Payment shall be to the minute as indicated on the time clock for all time worked.
 - (b) Payday is every second Friday for employees whose schedule calls for them to be at work on Friday and on Thursdays for employees who are not scheduled to work Friday. In the event of a Statutory Holiday occurring on a Friday, pay cheques shall be issued on the preceding Thursday.
 - (c) Any errors in payroll earnings, which are fifty dollars (\$50.00) or greater, shall be corrected within two (2) business days by Electronic Funds Transfer (EFT) in the Employee's bank account. Payroll errors less than fifty dollars (\$50.00) shall be corrected by the next payroll.
 - (d) Payment of wages shall be received for all time worked on the basis of agreed remuneration for each minute of work performed.
 - (e) Employees laid off due to a non-production day, shall be entitled to eight (8) hours pay for such day by reducing their vacation entitlement by one (1) eight (8) hour workday.
 - (f) The Employer agrees to continue payroll cheques by a Direct Deposit Pay System. It is understood that the employees may select the banking institution of their choice and may change that designation by giving the Employer thirty (30) days notice.
- **12.02** The Employer will allow employees adequate relief as well as necessary time for changing clothing or equipment necessitated by a change in working conditions.
- **12.03** Recommend that we use gender neutral language throughout the agreement during clean-up and no longer referring to a specific sex.
- **12.04** Laundry service shall be maintained as agreed between the Union and Employer.

All employees shall be supplied with clean laundry when required by the employee.

12.05 Health and Welfare Benefits: For All Full Time Bargaining Unit Employees with Three (3) Months Seniority.

Employees hired subsequent to the date of ratification of this Agreement must work four thousand, one hundred sixty (4,160) hours before they are eligible for the benefits as set out in subsections (a) and (c). The only exception to this would be the new (2022) legislated BC five (5) paid sick days where the employee has completed three months with the Employer.

(a) Effective the first of the month following the date of ratification of the 1995 - 1998 Agreement, sick pay (weekly indemnity) shall be 60% of the individual's weekly pay, based on 40 hours per week for all full-time bargaining unit employees. In the case of normal illness, a three day waiting period is to be observed, payment of benefits commencing on the fourth day. However, where an employee is hospitalized due to illness within the waiting period or where an employee is unable to work due to a non-compensable accident, or where an employee attends at the hospital for medical attention and is unable to return to work, the waiting period shall be waived. The scale of benefits mentioned herein shall be in accordance with the following scale:

Service Factor Benefit Duration (per year)

3 mos. to and including 17 months	4 weeks
18 to and including 47 months	8 weeks
48 to and including 71 months	12 weeks
72 to and including 95 months	18 weeks
96 to and including 119 months	22 weeks
120 months and up	26 weeks

The cost of providing this coverage shall be borne by the Employer.

Any costs incurred as a result of the Employer's request for additional medical information shall be borne by the Employer.

New employees hired subsequent to the date of ratification of the 1995 - 1998 Agreement must have completed two (2) full years service to become eligible for this benefit.

The Employer will provide for weekly indemnity coverage for employees who are making a Workers' Compensation Board claim so that employees who are off work because of a work-related injury are eligible to claim weekly indemnity payments while waiting for any Workers' Compensation Board payments.

The coverage referred herein shall not be reduced by reason of private insurance purchased by employees which duplicates or provides for similar insured benefits.

It is understood and agreed that the weekly indemnity program shall operate on a seven (7) day-a-week basis.

(b) M. S. P. of B. C. (Medical Services Plan of British Columbia) - The Employer shall pay the full premium cost of this Plan to cover all employees within the Bargaining Unit, upon successful completion of the ninety (90) day probationary period. The provision of this clause shall also include the MSA (Medical Services Association) Extended Health Plan. The Employer shall pay the full premium cost of this Plan to cover all Bargaining Unit Employees.

Effective the date of ratification of this Agreement, the present `Hearing Aid' coverage shall be extended to cover employees and their dependents.

The Employer shall be free to provide the extended health care benefit through the carrier of its choice, provided the terms of that plan are no less favourable in either terms or coverage than that provided under the MSA plan.

Effective the first of the month following the date of ratification of this Agreement, the coverage for visits to Paramedical Massage and Physiotherapy shall be increased to \$50.00 per visit. [2024]

- (c) Life Insurance Effective July 1, 1983, the Employer agrees to maintain the present provisions for life insurance providing for \$15,000.00 coverage for all employees within the Bargaining Unit. The cost of providing this coverage shall be borne by the Employer. Effective the first of the month following the date of ratification of this Agreement Life Insurance provisions herein shall be increased to \$35,000.00. Effective the first of the month following the date of ratification (2013), the Life Insurance Benefit shall increase to \$40,000.
- (d) Dental: The Employer agrees to continue to participate in the UFCW Local 1518 Dental Plan on the following basis: Effective January 1, 2013, The Employer will contribute sixty-four (64) cents per hour for each straight time hour worked by all employees in the Bargaining Unit. Paid vacation, Statutory holidays and compliance with Article 12.07 (f) shall be considered as time worked for purposes of this clause. Such contributions shall not exceed \$25.60 per employee per week.

The maximum Employer paid dental contribution will be sixty-eight (68) cents per hour.

If it is determined by actuarial advice during the term of this Agreement that different contributions are required to maintain the level of benefits, then such increase will be processed as a deduction from the employee's pay cheque and remitted to the plan by the Employer.

(e) Cost incurred as a result of the Employer's or insurance carrier's request for medical notes, Functional Abilities Form (FAF), shall be borne by the employee and the Employer will reimburse the employee the amount to a maximum amount of \$48.25 provided the form is correctly filled out and a receipt has been provided. Once the employee

has provided objective medical with no prognosis of being able to be accommodated for non-occupational injuries/absences, they will not be required to incur the expense of another FAF for a period shorter than four weeks based on each individual case. [2024]

- (f) The Employer shall continue payment of contributions/premiums for each of the Health & Welfare Benefit Plans, referred to in this section, during periods of layoff that last three (3) months or less, during periods of illness of nine (9) months duration or less and during any period where an employee is disabled as a result of a compensable disability of twenty-four (24) months or less. The Employer shall continue to pay the premiums for life insurance for an employee who is off work due to illness or disability for eighteen (18) months. However, where an employee is unable to return to work because of a work caused disability, payment of the full premiums referred to herein, shall be made by the Employer on behalf of the employee until the employee reaches age sixty-five (65). Where an employee cannot return to work for the Employer, but is re-employed by another employer who provides the benefits of this section, then benefits covered under this Section will be discontinued.
- (g) Pension: Effective July 1, 1990 the Employer agrees to enroll all Bargaining Unit employees with seniority into the Canadian Commercial Workers Industry Pension Plan (C.C.W.I.P.P.) on the following basis:
 - (i) The employer agrees to contribute to the Trust Fund of the Canadian Commercial Workers Industry Pension Plan as of July 1, 1990 - 15 cents per hour paid. Effective July 1, 1992 this amount will be increased by five cents (\$.05) per hour to twenty cents (\$.20) per hour. Effective July 1, 1993 a further increase of five cents (\$.05) per hour to twenty-five cents (\$.25) per hour and effective July 1, 1994, a further additional increase of five cents (\$.05) per hour will be contributed by the Employer for a total hourly contribution of thirty cents (\$.30) per hour. Effective with the date that the Employer commences contribution to the U.F.C.W. Local 1518 Dental Plan, the Employer will increase the hourly contribution to the C.C.W.I.P.P. by a further seventeen cents (17¢) for a total hourly contribution of forty-seven cents (47¢). Effective the pay period after the date of ratification of this Agreement, the Employer will increase the contribution rate to forty-nine cents (\$.49) per hour. Effective July 1, 1999, the contribution rate will be increased to fifty-one cents (\$.51) per hour. Effective July 1, 2000, the contribution rate will be increased to fifty-three cents (\$.53) per hour. Effective July 1, 2001, the contribution rate will be increased to fifty-five cents (\$.55) per hour. Effective July, 1, 2002, the contribution rate will be increased to fiftyseven cents (\$.57) per hour. Effective December 1, 2003, the contribution rate will be increased to sixty-three cents (\$0.63) per hour. Effective December 1, 2005, the contribution rate will be increased to sixty-eight cents (\$0.68) per hour. Effective July 1, 2007, the contribution rate will be increased to seventy-three cents (\$.73) per hours. Effective July 1, 2009, the contribution rate will be increased to seventy-eight cents (\$.78) per hour. Effective July 1, 2011, the contribution rate will be increased to eighty-three cents (\$.83) per hour.

Effective December 1, 2015, the contribution rate will be increased by five cents (\$.05) to eighty-eight cents (\$.88) per hour.

(ii) For purposes of paragraph **(g)** above, hours paid means all hours worked or paid to all employees.

The maximum number of hours paid per week is the number of hours of the normal week of full-time employee(s) in the bargaining unit.

The said hours paid will include the hours paid by the employer for the time not worked because of illness or accident, vacations, statutory holidays, bereavement leave, jury duty, paid time for negotiations or grievance meetings, etc.

- (iii) The employer agrees to sign the "participation Agreement" and supply any other documents, forms, reports or information as requested/required by the Trustees of the Pension Plan.
- (iv) The employer shall forward all contributions, supported by a report in a format to be designated by the Trustees, together with a list of all employees and the number of hours paid and worked for each employee in each month. Contributions shall be made within 15 days following the end of each month.

The employer agrees to comply with all requests to the Board of Trustees in regard to entry into the Plan, to abide by all the rules and decisions of the Board of Trustees as decided from time to time and specifically to pay late remittance penalties and any costs incurred by the Board of Trustees because the employer failed to remit contributions in the form and on the date required by the Trustees.

- (h) Employees who are hired after ratification (2013) and have completed their ninety (90) day probationary period shall be provided the following benefits:
 - Extended Health Benefits as described elsewhere in the Agreement on the basis of the cost share of these premiums being split fifty-fifty (50/50) between the employee and the Employer;
 - Life Insurance as described elsewhere in this Agreement on the basis of the Employer paying fifty percent (50%) of these premiums;
 - British Columbia Medical Services Plan premiums on the basis of 100% of the cost of these premiums paid by the Employer.

At such time as these employees have completed four thousand one hundred and sixty (4,160) hours of work after their hire date they shall become eligible for all Health and Welfare Benefits provided by the Collective Agreement, with one hundred percent (100%) of the cost of these benefits borne by the Employer.

12.06 The Employer agrees to supply ear plugs, rubber gloves, aprons, and coveralls to all

employees who require them, free of charge, upon request. Truck drivers will be supplied with a uniform comprised of a shirt, pants and jacket. It will be the Employer's responsibility to maintain and launder these uniforms.

CSA Steel-toed safety footwear required by all employees who have completed probation and working in maintenance, as truck drivers, or as full-time swampers shall be supplied by the Employer up to a maximum of one hundred and fifty-five dollars (\$155.00) annually. Any new employee as outlined above hired who has completed probation will have the allowance pro-rated in their first calendar year. Receipts shall be provided to the supervisor. [2024]

The Employer will supply employees rubber boots. [2024]

Employees shall be responsible for any items set out in this clause they may lose. All items will be replaced by the Employer on an exchange basis. The parties agree to recognize an average "exchange-period" of once each twelve (12)-month period.

Employees who purchase their first pair of footwear shall be provided replacement pairs by the Employer on an exchange basis. The parties agree to a replacement value of **seventy dollars (\$70.00)**. Employees who choose an HACCP- approved alternative "running or tennis" shoe will qualify for the above coverage, however, such footwear will remain under HACCCP regulations, requiring this footwear to remain on site at the Hatchery.[2024]

- **12.07** Employees shall be allowed five (5) minutes personal cleanup time prior to quitting time.
- 12.08 It shall be the policy of the Employer and the Union not to discriminate because of the prohibited grounds as set out in the British Columbia Human Rights Code, or Union activities.
- 12.09 When an employee is absent on up to five (5) of their scheduled days due to the bereavement of an immediate relative, they shall receive eight (8) hours pay at their regular rate for each such day up to three (3) days, five (5) days for out of Province funerals subject to employee verification if so requested by the Employer. For the purposes of this clause an immediate relative shall be one of the following: Wife, Husband, Common Law Spouse, Son, Daughter, Sister, Brother, Mother, Father, Mother-in-law, Father-in-law, Sister-in-law, Brother-in-law, Grandparents, Grandchildren, Stepmother, Stepfather, common law Mother-in-Law, and common law Father-in-Law.

Clarification of Bereavement Leave

- (1) Ex-relatives are NOT considered immediate relatives, as regards Bereavement pay.
- (2) Employees who are on sick leave or compensation during bereavement of an immediate relative shall receive the difference between their compensation rate of pay for a minimum of three (3) to a maximum of five (5) of the scheduled days.
- (3) Employees who are on a layoff for periods of five (5) working days or longer

and employees who are on leave of absence shall not receive bereavement pay. Nor shall employees receive paid bereavement leave while on vacation, Statutory or special holidays.

- **12.10** Any benefits or working conditions now in effect and not specifically covered by this Agreement shall remain in effect unless changed by collective bargaining.
- 12.11 Hot Goods: The Employer agrees that in the event of a legal strike amongst the employees of a concern with which the Employer is doing business, it will not ask, require or in any way force or compel members of the Union to service such a strike bound firm. It is further agreed that members of the Union will not be asked, compelled or forced in any way to handle "hot goods" from any strike bound firm when such "hot goods" have been made available for handling through some subterfuge that seeks only to circumvent the legally established picket line(s) at the struck plant or concern.
- 12.12 There shall be no contracting out of work presently being performed by members of the Bargaining Unit, nor shall there be any contracting out of work where it is possible to employ members of the Bargaining Unit. This clause will not preclude the Employer from hiring outside trucks and drivers in case of emergency deliveries.
 - Notwithstanding the above section, it is understood and agreed by the parties hereto that Article 12.12 Contracting Out will not preclude the Employer from contracting out in the event that qualified employees are not available from within the Bargaining Unit.
- 12.13 Appearance in Court: An employee required to serve jury duty or one who has been served with a subpoena to appear as a witness shall be paid the difference between what they would have earned for their scheduled hours at their paid rate and the court fee received. Employees should notify their Foreman as soon as possible after receipt of notice of selection for jury duty or after receipt of the subpoena to appear as a witness. The Employer may require the employee to furnish a certificate of service from an officer of the court before making any payment under this section. Leaves under the provisions of this clause shall be recognized and granted on a full day basis.
- **12.14** There will be no part time workers employed except by mutual agreement between the Employer and the Union.
- 12.15 If due to permanent job reduction an employee is transferred for a period of less than six (6) weeks to work where the job rate is lower, they shall retain their regular job rate. At the expiration of six (6) consecutive weeks the lower job rate shall prevail and the employee shall cease to have any right to return to their prior posted job unless on a new posting.
- 12.16 In the event either party finds it necessary to enter into a labour management meeting, they shall submit an agenda and the labour management meeting shall be held within three (3) days. Meetings shall be held on Employer time.
- 12.17 It is understood and agreed that all "Letters of Understanding" negotiated during the life of this Agreement between the signing parties shall terminate on the date of expiration of this Agreement, except as otherwise provided for by virtue of Article 7.02

- Duration of Agreement.
- 12.18 Warnings issued by the Employer or Union as a result of offenses committed by employees shall be void after six (6) months, provided, there is not an additional warning issued for any offense within the next six (6) months. When any such notice is sent to any employee, copy thereof shall be sent to the Local Grievance Committee. The above is subject to the right of the Union to grieve.
- **12.19** (a) The Employer shall supply Metric tools where required by employees in the performance of their duties. The Employer will purchase and own these tools and employees will have full access to them.
 - (b) The Employer shall provide for the equal value replacement of broken or worn out tools on the job provided the item is turned into the employee's supervisor.
- 12.20 The Employer will provide, on an ad hoc basis, an office for the use by the Steward's and Union Official(s) for discussing union business on Employer premises. The Employer will provide a safe place for the storage of the Union's file cabinets. The Employer will allow Union officials reasonable access, upon request, to the Employer's telephone, fax and photocopier equipment.
- 12.21 The Employer shall reimburse the First Aid Attendant and backup first aid for all costs incurred in the maintenance of First Aid tickets required in the performance of their duties. This will include all time-loss for in-class training. The Employer will also reimburse the employee for time-loss incurred when attending to these renewals, in those cases where it is not possible to take the examination other than during regular working hours. This coverage will be limited to one (1) time for each renewal.
- **12.22** Employees who are required to meet with Management or Supervisory personnel with regard to terms or conditions of work, shall have a Shop Steward of their choice attend with them at any such meeting.
- 12.23 Where an employee is returning to work after a medical leave, the Employer will continue to reimburse employees (in accordance with the B.C. Medical Association Fee Guidelines) for doctor's fees associated with completing the modified duties form required by the Employer.
- 12.24 The employer shall reimburse employees up to a maximum of seventy-five dollars (\$75.00) upon receipt of fees for the cost of medical examinations required by licensing authorities to maintain their Class 1, Class 3, or Class 3 with air license that is required in the performance of their job.
- **12.25** Eyeglasses, Lenses and Frames Three hundred dollars (\$300.00) every two years for employees and their dependents.

ARTICLE 13 – Separation Allowance

13.01 Should it become necessary to close the plant or a portion of the plant and it is not

expected that those affected will be re-employed, a separation allowance will be paid to employees subject to the following:

- (a) They have one (1) or more years seniority.
- (b) They are actively employed with the Employer and accumulating seniority. Employees on leave of absence up to one (1) year, and employees receiving Workers' Compensation or off sick will be eligible.
- (c) They have not been granted retirement pension.
- (d) The closing is not brought about by war, strike, walkout, work stoppage, slowdown or other cessation of work, fire, government action or Act of God.
- (e) In order to qualify for separation allowance employees will continue to work in a satisfactory manner as long as required.
- (f) Effective the Date of Ratification, the Separation Allowance shall be seventy-five percent (75%) of the individual's weekly pay, based on forty (40) hours per week, multiplied by the number of years of service calculated to the nearest full calendar month.
- (g) In the event of a whole or partial plant reduction, all employees affected shall receive six (6) weeks notice or receive pay in lieu of notice.
- (h) Employees hired prior to the date of ratification of this agreement who have less than one (1) year's seniority or employees hired subsequent to the date of ratification of this Agreement who have less than four thousand, one hundred sixty (4,160) hours worked, will be eligible only for a separation allowance on termination of employment as set out in the Province of British Columbia Employment Standards Act.
- 13.02 (a) Employees who accept separation pay under the provisions of this clause shall on doing so terminate their seniority and employment relationship with the Employer and shall have no further rights under this Agreement or under any other Agreement between the signing parties.
 - (b) Notwithstanding 13.02(a) above, should the plant re-open the rehired employee(s) who have received separation pay shall be accredited with full seniority rights accrued during their employment upon returning such separation pay within a period not to exceed thirty (30) working days.
- 13.03 In the event that part of the plant remains open, employees eligible to receive separation allowance may elect to remain on the seniority list for possible recall. The Employer will hold the separation allowance for such employees so long as they are eligible for recall, during which time the employee may request payment subject to the provisions of the above section. Those re-employed on this basis shall continue to accumulate seniority during the period of layoff.
- **13.04** In respect of those employees who are eligible for separation allowance under

this Article, the Employer will continue to contribute to the Group Life Insurance, Dental, Medical Surgical, Major Medical and Hospitalization Plans. Such contributions shall continue for a period up to five (5) months following the month in which the plant is closed and will be made on the basis existing at the time of closing.

13.05 Should the Employer open a plant in British Columbia, or transfer any of its present operations covered by this Agreement and present employees are displaced because of this, the Employer agrees that such employees will be the first to be employed, in order of seniority, at such new plant or operation. The selection of available jobs, under the provisions of this clause, shall be on the basis of seniority. Previous service with the Employer shall be recognized for the purposes of wages, vacations, separation allowance and welfare plans.

ARTICLE 14 – Sanitation

- 14.01 (a) The Employer agrees to keep the plant clean, healthful, sufficiently ventilated and in a well-lighted condition at all times, and agrees to pay particular attention to the question of sanitation and health wherever help is to be provided for, and further agrees that where the present conditions are not satisfactory, to adjust the matter as far as that reasonably may be possible.
- **14.02** The Union agrees that all employees will make every effort to co-operate with the Employer in this matter of cleanliness, sanitation and health.

ARTICLE 15 – Weekly Guarantee

- **15.01** The Employer agrees to guarantee every employee with seniority in excess of one year and not otherwise excluded, in every week of employment in each year, thirty-two (32) hours' pay at regular rates subject to the following provisions:
 - (a) The Employer shall at its discretion adjust the work force in proportion to the work available or expected. To provide employees with their weekly guarantee the Employer shall be free to distribute available work equitably within the work force.
 - (b) The guarantee shall be reduced by pay for the number of hours for which an employee is not eligible for payment of wages. This will include tardiness or absence from work on any day, or part of a day, quitting or hiring during the week, being engaged in a stoppage of work, suspension, or dismissal or being on layoff. All employees who have earnings during any week shall be entitled to the full thirty-two (32) hour guarantee for such weeks and shall not have their guarantee reduced or eliminated by reason of a layoff.
 - (c) The guarantee shall be the same in weeks in which the paid public holidays occur as in others. Pay received for public holidays shall be regarded as part of the guarantee. If holidays other than the agreed public holidays are observed, by agreement or as required by law, the guarantee in such weeks shall be the number of hours available for work.

- (d) When an employee's working hours are reduced below the guaranteed minimum in one fiscal week and correspondingly increased in another fiscal week as a consequence of changing shifts, the guarantee, if any, for each of the two (2) weeks affected shall be calculated and paid on a proportionate basis as thirty-two (32) is to the number of hours in the normal work week.
- (e) In consideration of the foregoing, the Union agrees and the Employer expects that employees will perform whatever tasks may be assigned to them conscientiously.
- (f) Employees hired after the date of ratification of this Agreement must four thousand, one hundred sixty (4,160) hours before becoming eligible for the provisions of the guaranteed work week.
- 15.02 Any employee who is called for work for the express purpose of relieving an employee because of sickness, shall not be entitled to the thirty-two (32) hour guarantee provisions of this Article.

WAGE SCHEDULE: July 1,2023 - June 30, 2026

Effective the Date of Ratification of this July 1, 2023 – June 30, 2026 Agreement, the following Wage Progression Grid shall apply.

	July 1, 2022	July 1, 2023	July 1, 2024	July 1, 2025
PLANT LABOUR				
Start Rate	\$17.61	\$18.61	\$19.61	\$20.31
After 6 months	\$18.61	\$19.61	\$20.61	\$21.31
After 12 months	\$19.61	\$20.61	\$21.61	\$22.31
After 24 months	\$24.28	\$25.28	\$26.28	\$26.98
		Increase	Increase	Increase
		1.00	1.00	0.70
PLANT CLASSIFIED				
Maintenance	\$30.13	\$31.13	\$32.13	\$32.83
Labour Maintenance Helper	\$25.41	\$26.41	\$27.41	\$28.11
Truck Driver, Class 1 w/ Air	\$26.63	\$27.63	\$28.63	\$29.33
Swamper	\$25.31	\$26.31	\$27.31	\$28.01
First Aid	\$24.61	\$25.61	\$26.61	\$27.31
Class 3 Driver – Swamper with air				
Start Rate	\$26.38	\$28.00	\$29.00	\$29.70
After 6 months	\$26.38	\$28.75	\$29.75	\$30.45
After 12 months	\$26.38	\$29.50	\$30.50	\$31.20
After 24 months	\$26.38	\$30.25	\$31.25	\$31.95
A Driver/Swamper who is performing both roles will be eligible for a \$1.75 premium per hour for all hours doing the combined position.				

Retroactive pay will be paid within forty-five (45) days of ratification by separate payroll deposit.

NOTE 1: Drivers who make return trips in excess of four hundred (400) miles will be designated as Long-haul Drivers and shall be paid on a rate per mile basis. The rate shall be sixty cents (\$0.60) per mile. The Employer will reimburse the driver for meals and accommodation costs incurred on the trip.

SIGNED this 11 day of July	, <u>2024 </u>
ON BEHALF OF THE EMPLOYER	ON BEHALF OF THE UNION
	Patus Johns
Robert Kirby Robert Kirby (Jul 11, 2024 20:38 EDT) Robert Kirby	Patrick Johnson
John Franck John Franck John Franck	

John Franck

(Reference to Article 8.01 - Hours of Work and Overtime)

For the purposes of complying with Article 8.01, the following provisions shall be regarded as the negotiated Schedule of Hours:

Robert Kirby	Patrick	Johnson
Robert Kirby		<i>V</i>
	Patro	Juliua-
For the Employer	For the	Union
RENEWED THIS 8th DAY O	F <u>February</u>	, <u>2024</u> .
RENEWED THIS 4th DAY OF	F <u>October</u>	, 2022 .
When under the provisions of thi staggered starting times, they will employee first preference of star	ll do so in order of seniority, giv	• •
Third Shift (Nights)	9:00 p.m 12 midnight	
Second Shift (Afternoons)	1:30 p.m 6:30 p.m.	
Truck Drivers / Swampers (for Island Runs Only)	5:00 a.m 9:00 a.m. 5:00 a.m 11:00 a.m.	
First Shift (Days)	5:00 a.m 8:00 a.m.	

Management will retain the right to pick up from the airport, or deliver to farms a maximum number of seven boxes of live chicks or poults. The Union shall be given prior notice as to the number of boxes arriving and their final destination.

RENEWED THIS 4th	_ DAY OF	October	, 2022	.
RENEWED THIS 8th	_ DAY OF	February	, <u>2024</u>	<u></u>
For the Employer		For	r the Union	
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Robert Kirby				
Robert Kirby		Pat	trick Johnson	
John Franck John Franck Utal 12, 2024 07:28 POT)				
John Franck				

Re: Part-Time Workers

- In compliance with the provisions of Article 12.14, the parties hereby mutually agree (a) to the following 'part-time' provisions. The Employer may hire a maximum of six (6) part time employees for twenty (20) hours employment per week or less. Such parttime employee(s) shall not be used for the purpose of reducing or eliminating overtime nor will such part-time employee(s) be utilized where it is possible to employee full-time employee(s).
- (b) For the purposes of accumulating service for their probationary period and seniority, each day or part day worked shall be considered one (1) day, five (5) days shall be considered one (1) week and twenty-two (22) days worked shall constitute one (1) month. In the event of layoffs, the order of layoff for (all) employees within the bargaining unit shall be: probationary employees in order of seniority, part-time employees in order of seniority, regular full-time employees in order of seniority.
- (c) A separate seniority list shall be maintained for part-time employees.

RENEWED THIS 4th DAY OF	October	, 2022	1
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Re:Sofina Foods Inc. (Lillydale Devision) Attendance Program

And: Sofina Foods Inc. (Lillvdale Devision) Positive Discipline Process

The Employer agrees that in the event it introduces a new attendance policy, it will not provide for discipline for non-culpable absences. This letter does not otherwise restrict the Employer's ability to manage absenteeism.

RENEWED THIS 4th	_DAY OF	October	·	2022	<u></u>
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Re: UFCW Health, Safety and Education Training Fund

Effective July 1, 1996, the Employer agrees to administer the deduction of two cents (2¢) per hour for every hour worked by employees to a maximum of forty (40) hours per week. Said deduction to be submitted to the U.F.C.W. Health, Safety and Education Training Fund by the 15th of the following month for which deductions were made.

RENEWED THIS 4th DAY OF	October	, 2022	<u></u>
RENEWED THIS 8th DAY OF	February	, 2024	_ <u>.</u>
For the Employer	Fo	r the Union	
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Re:	Job	Rotation	ì
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The Employer is committed to the importance of job rotation. A job rotation program will be implemented on a fair and consistent basis and will be designed to minimize the risk of injuries to Employees.

RENEWED THIS 4th	DAY OF	October	,	2022	<u>.</u>
RENEWED THIS 8th	DAY OF	February	,	2024	<u>.</u>
For the Employer			For the l	Union	
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Robert Kirby			Patrick .	Johnson	
John Franck John Franck (Jul 12, 2024 07-28 P0T) John Franck		_			

Re: UFCW Pension Plan

Should it be determined by secret ballot vote of the bargaining unit members that they wish to cease participation in the Canadian Commercial Workers Industry Pension Plan (CCWIPP), and commence participation in the UFCW Pension Plan, then the parties shall meet within sixty (60) days to discuss the implementation of such a change.

The Employer agrees to implement the change as soon as reasonably possible after the above discussion has taken place. The Employer further agrees to redirect the contributions described in Article 12.05 (g) in accordance with the decision of the bargaining unit.

It is understood and agreed that entry into the UFCW Pension Plan would be subject to the approval of the trustees of the UFCW Pension Plan.

It is understood that the Employer will have no further obligation for contribution to CCWIPP or any other liability toward it once contributions are redirected in accordance with this Article.

RENEWED THIS 4th DAY O	- October	,	<u>·</u>
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RENEWED THIS 4th

Re: Shop Stewards and New Employee Orientation Sessions

DAY OF

A Shop Steward, who is designated by the Union and who is scheduled to work and working, shall be allowed to participate in new employee orientation sessions which the Employer will schedule in its sole discretion.

- (1) During each session, this Shop Steward will be allowed no more than fifteen (15) minutes of paid time to address the new employees.
- (2) During this time, the Shop Steward may explain the Union's structure and role within the plant, distribute copies of the Collective Agreement, and/or other printed material and answer any questions a new employee may have.
- (3) Once the new employee orientation is complete, and in any event at the fifteen (15) minute mark, the Shop Steward will expeditiously return to work.
- (4) The Employer agrees to provide the Chief Shop Steward with at least twenty-four (24) hours' notice of the date and time of the upcoming orientation.

October

. 2022

	, 2022	
RENEWED THIS 8th DAY OF	February , 2024	.
For the Employer	For the Union	
	Patus Johns -	
Robert Kirby	,	
Robert Kirby	Patrick Johnson	
John Franck John Franck (Jul 12, 2024 07:28 PDT)		
John Franck		

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