

# **COLLECTIVE AGREEMENT**

**Between**

**Sofina Foods Inc. (Lilydale Division), Port Coquitlam,  
British Columbia  
1910 Kingsway Avenue, Port Coquitlam, BC V3C 1S7**

**And**

**United Food and Commercial Workers, Local 1518**

**July 1, 2023 to June 30, 2026**

**Ratified by member vote: October 30, 2023**



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**THIS AGREEMENT** made and concluded at Port Coquitlam, B.C. this 30<sup>th</sup> day of October, 2023.

**BETWEEN:**                   **SOFINA FOODS INC**  
**(LILYDALE DIVISION), Port Coquitlam, British Columbia**  
1910 Kingsway Avenue  
Port Coquitlam, B.C. V3C IS7  
  
**(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**

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**RELATIONSHIP**

- 1.01** 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.

**NOW THEREFORE**, this Agreement witnesseth that the parties here to in consideration of the mutual agreement and covenants hereinafter contained, agree with the other as follows.

**JUSTICE AND DIGNITY**

**1.02** 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 counterproductive to a harmonious workplace and will not be tolerated.

## NO DISCRIMINATION

- 1.03 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.

## GENDER NEUTRAL

- 1.04 The contract has been amended to reflect gender neutral terms throughout. [2023]

## ARTICLE 2 – Bargaining Agency

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### SOLE BARGAINING AGENT

- 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, **supervisors, Quality Assurance** 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. [2023]

### UNION MEMBERSHIP

- 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.

### RECOGNITION UNION SHOP

- 2.03 (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 and Union informed of their home address, postal code and phone

number. 2023]

- (d) **It shall be the responsibility of the employee to notify the Employer of a change of address or telephone number** and the Employer shall advise the Union quarterly of any changes in employee addresses. [2023]

## **DEDUCTION OF DUES**

- 2.04** 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 the 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.

## **OFFICE USE**

- 2.05** The Employer will provide, on an ad hoc basis, an office for the use by the Stewards 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.

## **BARGAINING UNIT WORK**

- 2.06** 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.

## **ARTICLE 3 – Management**

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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 13.

## ARTICLE 4 – Wages

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### WAGE RATES

Wages will be increased as follows:

July 1, 2023	July 1, 2024	July 1, 2025
\$1.00/hour	\$1.00/hour	\$0.70/hour

Wage increases shall be implemented on the first pay period following ratification. The general wage increase will be paid retroactive to July 1, 2023, on all hours paid as a lump sum. The retroactive will be paid to employees actively working.

- 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.
- 4.03** (a) 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.
- (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.
- 4.04** Where inequalities in individual rates are alleged to exist, they shall be dealt with as provided for in Article 13- Grievance Procedure.

### TEMPORARY TRANSFERS

- 4.05** (a) **If there is a temporary vacancy expected to be more than ninety (90) calendar days in any department as a result of another employee being off sick, leave or other similar cause, the position will be posted internally for three (3) days and awarded to the senior qualified employee.**
- (b) **In the event no employee applies to the temporary vacancy, the Employer will assign the temporary position to the junior qualified employee in the plant as defined in 12.03(b).**
- (c) **Employees occupying a certified evisceration or classification position will only be temporarily transferred if the Employer has a junior qualified employee to backfill the position being vacated by the transferring**

employee at the time of transfer and will only remain transferred for as long as the backfill remains available.

- (d) Daily transfers will be by senior volunteers or assigned to a junior qualified employee in one of the sub departments in the production department. Sub departments in the production department are Live processing Evisceration, Packaging, Tray-Pack and Boning.
- (e) The employee will receive the rate of the pay of the classification unless the rate is less than the employee's home classification rate which will result in that employee maintaining their current rate of pay.
- (f) The successful applicant awarded the temporary posting as per section (a) of this article, shall remain in the temporary vacancy for a period of not more than eighteen (18) months but can be extended following consultation with the Union. [2023]
- (g) The employer agrees to continue to provide additional training for certified evisceration or classified positions based on operational needs, and to discuss this matter with the Union.

#### **RATE PROTECTION**

**4.06** 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.

#### **PAYMENT OF WAGES**

- 4.07**
- (a) All employees shall receive their pay on Employer time unless otherwise requested by the employee. All deductions and income will be itemized each pay period on the payroll slip provided to the employee. The amount or regular hours, overtime hours and rates of pay shall be shown separately on the pay slip. Payment shall be to the minute as indicated on the time clock for all time worked.
  - (b) Payday is every second Friday for all employees. Paystubs will be issued on Friday for employees whose schedule calls for them to be at work on Friday and on Thursday for Truck Drivers and employees who are not scheduled to work Friday. In the event of a Statutory Holiday occurring on a Friday, paystubs shall be issued on the preceding Thursday.
  - (c) Any errors in payroll earnings which are **one hundred** dollars (\$**100.00**) or greater, shall be corrected within two (2) business days. Payroll errors less than **one hundred** dollars (\$**100.00**) shall be corrected by the next payroll. [2023]
  - (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 work day.
- (f) The Employer will pay all employees by direct deposit. It is understood that the employees may select the banking institution of their choice and may change that designation by giving the Employer fourteen (14) days notice.

## **ARTICLE 5 – Shift Premiums**

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Each employee shall receive an off-shift premium of eighty-five (85) cents per hour for all hours worked commencing between 9:01 a.m. and 3:44 a.m. Such premiums shall be considered as part of an Employees basic rate. Effective the pay period following ratification of the May 28, 1998 agreement, all new hires will receive an off-shift premium of forty-five (45) cents per hour for all hours worked on shifts that commence after 9:01 a.m. and prior to 3:44 a.m. the following morning. Effective July 1, 2022 this premium shall be increased to fifty-five (55) cents per hour.

## **ARTICLE 6 – Safety and Health**

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- 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.
- 6.02** There shall be a Union-**Employer** Occupational Health and 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 shall be held each month without exception. Unless otherwise mutually agreed, the meeting shall be held with all members of the Safety Committee present. The time and date of the meeting shall be determined by mutual agreement between the Union and the Employer Co-chairs. **[2023]**
- 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.
- 6.06** 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 for work related injuries 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.

## **ARTICLE 7 – Hours of Work and Overtime**

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- 7.01** (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. 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, 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 30, 2017, 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 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.
- 7.02** (a) Any full-time employee reporting to work shall be guaranteed four (4) hours pay 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. **[2023]**
- (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.
- 7.03** 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, excluding crews in the Live Processing and Evisceration Departments, without five (5) working days' notice. Crew schedules in the Live Processing and Evisceration Departments may be changed with less than five (5)

working days' notice when there is a change in the live processing schedule that is beyond the Employer's control. In this case, employees will be provided as much notice of the schedule change as possible but in any event, not less than **thirty-six (36)** hours' notice. In cases of 'Product Shortages,' shift changes for truck drivers will be upon twelve (12) hours notice. The Chief Shop Steward or their designate 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. **[2023]**

#### **7.04 Overtime:**

- (a) When it is necessary to work overtime, the personnel selected shall be the senior qualified employees in the department (including those that have been temporarily transferred to the department where the overtime is available and are still in the department at shifts end) where the overtime is required. For clarity, employees who have been temporarily transferred to a department are not eligible for overtime in their home department unless they are returned to their home department before their shifts end. 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. For the purpose of weekend overtime, Cooler Tank Man shall be eligible for work in the packaging, traypack or boning departments by seniority.
- (b) Double times (2x) the regular hourly rate shall be paid to all employees for all hours worked on Saturday and/or Sunday that is not part of the Letter of Understanding #1. 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. **The parties agree that staff refusing overtime is impactful to the operation and will continue to discuss ways and means of encouraging employees to accept overtime work. [2023]**

The Chief Shop Steward and the Plant Superintendent, or their designate, shall review the overtime list along with supporting documentation to discuss any problems or questions regarding the overtime list.

When it is known in advance, the Employer will post a notice before the lunch break in each Department when the need for overtime in that Department exists. Employees who wish to work the available overtime will so indicate on the notice. The most senior qualified employees will be selected first.

If it is not known in advance of the lunch break, each supervisor or designate for that Department where overtime is necessary will personally ask each employee if they choose to work overtime.

It shall be the responsibility of each employee when asked to work overtime to render a decision as soon as possible taking into account the time of the request and the conclusion of the shift. If an employee is missed while canvassing, **they** should contact a supervisor immediately before the end of the shift to clarify.  
**[2023]**

- (d) When overtime is required fifteen (15) 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.

**7.05** 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.

**7.06** (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 \$8.00 (effective the date of ratification, March 23, 2022) plus one-half (1/2) hour straight time will be added to **their** gross earnings for that fiscal week. Effective July 1, 2022 this meal allowance will be increased to \$9.00 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.

**7.07** The Employer and the Union agree that in the event of a layoff of one day or more, ways and means will be discussed in an attempt to reduce the number of employees to be employed during the layoff. Such layoffs regardless of their duration, shall be according to plant seniority. In cases where qualifications is being considered, the determination of qualifications will be the subject of mutual agreement between the Union Grievance Committee and the Employer.

Where a reduction of hours in a day causes employees to be released early,

departmental seniority shall apply.

- 7.08** 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. **[2023]**
- 7.09** 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 work day, unless the employee leaves on personal business prior to the second rest period.
- 7.10** All employees shall be entitled to ten (10) hours of rest between shifts. Should the employee be required to work during **their** ten (10) hour rest period, all hours worked will be paid for at overtime rates.

Drivers required to take out loads after six (6) hours work 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 if the load requires hand bombing for loads in excess of 1500kg.

- 7.11** Employees who work in the freezer will be allowed ten (10) minutes outside work for each hour worked inside. Employees who are not regularly required to do freezer work **and or cooler work** shall be supplied with necessary clothing. **Freezer and cooler shall be defined as any workplace room that has refrigeration and has a temperature of 0 degrees Celsius or below. [2023]**
- 7.12** Shift engineers shall be allowed a regular day off in lieu of working Sunday. However, due to changing shifts and rotating the shift employees, the day that the employee is off may be changed from time to time by the Employer. Shift engineers are to be given forty-eight (48) hours' notice when required to change shifts, except in an emergency.
- 7.13** 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.

## **ARTICLE 8 – Weekly Guarantee**

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- 8.01** **Except in the event of an act of nature**, 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-three (33)** hours' pay at regular rates subject to the following provisions: **[2023]**
- (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-three (33)** hour guarantee for such weeks and shall not have their guarantee reduced or eliminated by reason of a layoff. **[2023]**
- (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-three (33)** is to the number of hours in the normal work week. **[2023]**
- (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 must complete four thousand, one hundred sixty (4,160) hours worked after their hire date before becoming eligible for the provisions of the guaranteed work week.

**8.02** 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-three (33)** hour guarantee provisions of this Article. **[2023]**

**ARTICLE 9 – Statutory Holidays**

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**9.01** (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	Canada (Dominion) Day	Remembrance Day
Family Day	First Monday in August (B.C. Day)	Christmas Day
Good Friday	Labour Day	Boxing Day
Victoria Day	Thanksgiving Day	National Day for Truth and Reconciliation

and any other holiday that may be declared by either the Federal or 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.

- (c) 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 the Dominion of Canada, as for example V-J Day.
- (d) Double (2x) times the regular rate shall be paid to employees for all hours worked on a special holiday.
- (e) If a paid Statutory Holiday falls on a Saturday, the Friday immediately before the Saturday shall be observed as the Holiday. If a Paid Holiday falls on a Sunday, the Monday immediately following the Sunday shall be observed as the Holiday. If Statutory Holidays fall on both a Saturday and a Sunday, the Friday before and Monday immediately following shall be observed as the Holidays, unless otherwise mutually agreed between the Employer and the Union.
- (f) 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.

**9.02** Layoff or Recall in Holiday Weeks: Employees on layoff 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 layoff notice or report to work on recall when required as the case may be.

**9.03** 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 that the employee has worked at least one (1) shift in the **six (6) months** immediately preceding the Holiday. In the case of continued absences, the Employer may request a doctor's certificate **and/or functional abilities form (FAF) paid by the Employer in accordance with the BC Medical Association Fees rate for uninsured services** to substantiate any illnesses. Any employee who is **on WCB and 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. **[2023]**

## ARTICLE 10 – Automation and Technological Changes

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- 10.01 (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) A description of the 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 12.10 - Seniority.
- (d) 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 Article 23 of the Agreement.

## ARTICLE 11 – Vacation Policy

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- 11.01 The Employer agrees, subject to the provisions set forth within the following sections to grant the following vacations with pay to employees hired before December 31, 1999:

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
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Employees hired after December 31, 1999 shall be subject to the following vacation 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

**11.02** 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.

**11.03** (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 11.01 and pay for such vacation, 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 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 must complete four thousand, one hundred sixty (4,160) hours worked after their hire date 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 pro-rated 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.

- 11.04** 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.
- 11.05** Every Bargaining Unit employee shall become eligible for vacation on January 1st. 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 1st. in the succeeding vacation year in accordance with the provisions of Article 11.06. 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 Article 11.02.
- 11.06** (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.

Beginning on the first Monday in October, the Employer shall provide employees with a standardized form that they can use to select their weeks of vacation. The Employer will hand out the form in batches based on departmental seniority and the maximum percentage of departmental positions that can be off in any given week. Employees may exercise their choice as soon as possible, but in any event, they must exercise their choice within five (5) working days. To aid employees in making their selections, the Employer shall post, the morning after the previous batch selection was approved, a master report by department showing the number of people in each department in the plant who have booked vacation in any given week. The selection of vacations will be completed not later than the second Monday in January, in each year, with the allotted times signed for by both parties and copies immediately provided to the Chief Shop Steward.

Employees recognize the importance of selecting vacation in a timely manner so that schedules can be issued and all employees have an opportunity to select time off. Employees who fail to book their vacation within the five (5) day time limit set out above may lose their preferred time off to more junior employees. This would happen where the junior employee selects a week/weeks of vacation that the senior employee would have requested and the Employer cannot grant the week/weeks to both employees based on the percentage of departmental positions that can be off at any one time.

The Employer and the Union agree to the following schedule off on vacation per department at any one time. The following shall be considered as departments for 'All' purposes of this Agreement:

	Percentage of Departmental Positions
Engineers	ten percent (10%)
Cleanup	ten percent (10%)
Truck Drivers	ten percent (10%)
Shipping/Nights	ten percent (10%)
Live Processing	ten percent (10%)
Eviscerating	ten percent (10%)
Packaging	thirteen percent (13%)
Tank Man Utility Man Order Clerk	ten percent (10%)
TrayPack	thirteen percent (13%)
Further Processing / Boning	thirteen percent (13%)
First Aid Attendant & Backup	ten percent (10%)
Order Assembly	ten percent (10%)
Driver/Shipper/Dispatcher	ten percent (10%)

Where the above calculation results in a fraction, the number will be rounded up to the next highest number.

It is understood that where the Employer operates two (2) shifts in the Live Processing, evisceration, packaging, TrayPack, and/or further processing departments, then those shifts will maintain separate vacation schedules.

**11.07** 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.

- 11.08** (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 11.01 during the year in which the vacation entitlement was banked.

**11.09** 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.

**11.10** Vacation pay shall be paid to the employee by separate cheque.

## **ARTICLE 12 – Seniority**

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**12.01** Seniority shall operate on a total plant basis, except where otherwise provided in Article 7.04 and 9.01(d), and Article 11.06(a).

**12.02** **Probationary Period:** 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. During this time, the Employer reserves the right to discipline, suspend, or discharge any employee who has not completed **their** probation period. The Employer shall be permitted to discharge probationary employees on the basis that the employee is found to be not suitable. The suitability of the probationary employee will nonetheless be subject to the grievance procedure should the Union choose to grieve. **[2023]**

**12.03 (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 division 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) Permanent vacancies within the Bargaining Unit shall be posted for five (5) working days to give employees with seniority ample time to apply in writing to the Plant Superintendent or **their** designate. The Employer will provide copies of the written applications to the Chief Shop Steward at the conclusion of the posting. In the case that no application is received for any posting, the vacancy shall be filled by **an external applicant or by** appointment, and the appointee automatically given posted status. Transfer to jobs will be made within twenty (20) working days from the date the posting was awarded. Whenever the transfer cannot be accommodated within the twenty (20) days, the Plant Superintendent will review the situation with the Chief Shop Steward. 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** former 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.

**[2023]**

- (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 (1) posting per six (6) consecutive months per employee. This six (6) 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 **12.03** (a) herein, shall return to their prior position.

**12.04** (a) Employees shall, in the case of long term ill health or injury, be given an opportunity of being accommodated 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. **The Employer and the Union recognizes their obligation to the Duty of Accommodation if so requested. [2023]**

- (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. 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.

- (c) 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 12.02.

**12.05** Seniority records showing the employees hire date and their job classification will be provided to the Union every three (3) months or within twenty-four (24) hours of the Union's request.

**12.06** 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.

- (c) When an employee has been let out of employment by the Employer for a period longer than the time allowed in the following schedule:

Length of 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

- (d) When an employee intentionally and knowingly acts creating an animal welfare issue.

**12.07** 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 12.05.

**12.08** 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.

**12.09** 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.

**12.10** 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.

An employee shall lose their seniority and employment in the event that **they**:

- (a) **Are** discharged for just cause;
- (b) Resign;
- (c) **Are** laid off and **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. When any such notice is sent to an employee by registered letter, a copy thereof shall be sent con-currently to the Union grievance committee, at each division covered by this Agreement. **[2023]**

**12.11** 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

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. **[2023]**

- 12.12** Seniority shall be defined as the length of service with the bargaining unit at each of the separate establishments 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.
- 12.13** 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 12.06.
- 12.14** In the case of layoff, **except in the case of Act of Nature** all employees shall receive notice in accordance with the following scale or receive pay in lieu of notice:

After one (1) year's seniority	5 working days
After six (6) months' seniority	3 working days
Less than six (6) months' seniority	2 working days

**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. [2023]**

Employees shall receive two (2) days notification **in the event of a non-kill day which results in a shortage of work.** This clause shall not be interpreted in such a manner so as to reduce the weekly guarantee as outlined under the provisions of Article 8 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. **[2023]**

- 12.15** 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.

**ARTICLE 13 – Grievance Procedure**

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- 13.01** Should any employee to this Agreement believe they have been unjustly dealt with or that any provisions of the Agreement have been violated, they may proceed with their grievance in the following manner:

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 Employer 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.

There shall be no loss of regular salary by members of the Grievance Committee or grievor to attend a meeting with the Employer. [2023]

#### **Step 1 - Employee Complaint**

Should an employee have a complaint, the employee may with assistance of a Shop Steward, normally discuss such complaint with their immediate Supervisor in an effort to resolve same. Such discussion will take place on Employer time, not later than ten (10) working days after the event causing the complaint or within ten (10) working days from the time the employee became aware of the event causing the complaint.

The parties' discussion and/or resolution of the grievance at this stage shall be "without prejudice" to either party and will not be used and/or relied on by the parties at subsequent steps of the grievance process and/or at other grievance proceedings between the Union and the Employer. [2023]

#### **Step 2**

Failing satisfactory settlement in Step 1, the grievance shall be reduced to writing, outlining the particulars of the grievance, the clauses of the Agreement allegedly violated and the redress sought. A meeting shall occur within ten (10) working days of request between the Union Steward, chief Steward with or without the employee and representatives designated by the Employer. A decision must be rendered within ten (10) working days, unless mutually agreed otherwise in writing. Failing settlement at this step, the matter shall then be referred to the third Step. [2023]

#### **Step 3**

Failing satisfactory settlement in Step 2, A meeting shall occur between the Union Grievance committee and 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. **The Union may, within ten (10) working days, submit the matter to the Plant Manager with a copy sent to the Human Resource Manager and the matter shall be considered and a decision shall be rendered within a further ten (10) working days.** [2023]

#### **Step 4 - Grievance Mediation – Trouble Shooter Process**

Failing satisfactory resolve of the grievance at Step 3 either party may request the voluntary grievance trouble shooter process. The parties agree the following shall represent the terms of this trouble shooter process: [2023]

An individual agreed to by both parties shall be scheduled as required to conduct expedited Troubleshooter on the following guidelines. The individual hearing the grievances does not



necessarily have to be a practicing arbitrator but somebody the parties can mutually agree to:

1. Either party may refer grievances to this process upon providing the other party with one (1) weeks' notice of a grievance being referred. Both parties must agree to forward a grievance to the Troubleshooter process.
2. Only grievances where the parties have shared all relevant information regarding the grievance, and all reliance documents and facts have been exchanged, shall be referred. The parties agree that before entering the Troubleshooter process, the parties will prepare an agreed statement of facts. The parties agree that disclosure of information and documents will take place in a timely manner.
3. New evidence, including facts or documents, may be introduced after the referral is made only where disclosure of this new evidence was not possible prior to the referral. In such cases, the party that is introducing the new evidence shall provide immediate disclosure to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow a fair opportunity for analysis and reply.
4. Interpretation grievances or grievances regarding the discharge of employees shall not be referred to this process unless mutually agreed by both parties.
5. The Troubleshooter process will not include witnesses unless otherwise mutually agreed and will be limited to presentations, positions and jurisprudence presented by both parties.
6. Decisions of Troubleshooter shall be in writing but shall be without prejudice, non- precedent setting and shall not be publicized. Decisions shall be final and binding.
7. Practicing Legal counsel shall not be used by either party.

### **Step 5 - Arbitration**

**13.02 In the event the grievance is not referred to mediation either party may refer the grievance to a single arbitrator within thirty (30) working days from the date of decision of the Plant Manager.** In the event the parties fail to agree on a single person arbitrator within ten (10) working days, one shall be appointed by the Minister of Labour for the Province of British Columbia. The arbitrator's expenses shall be born in equal shares between the Employer and the Union. The decision of the arbitrator shall be rendered within twenty-eight (28) days. The time limits referred to herein may be extended by mutual agreement. **[2023]**

### **13.03 Union or Employer (Policy) Grievances**

**Should either the Union or the Employer consider that an action or contemplated action is, or will become, a difference or dispute between the parties concerning the application, interpretation, operation or any alleged violation of this Agreement; should any questions arise as to whether a matter is arbitrable, then such will be considered a policy grievance and will be dealt with as follows:**

- (a) The grieving party, i.e. either the Union Representative or an authorized representative of the Employer, shall initiate same by letter. Within ten (10) working days of receipt of such written notice, the principals or their nominees shall meet at Step 3 and attempt to resolve the grievance.
- (b) If the grievance is not resolved, the grievance may be submitted to arbitration as set out in Section 13.02 step 5. [2023]

**13.04** It is agreed that the presentation and processing of any grievance herein must be followed strictly according to the grievance procedure and all steps thereof and within the applicable time limits set out. Time limits can be extended by mutual agreement of the parties in writing at all steps of the grievance and arbitration steps outlined in the Collective Agreement.

If either party fails to comply with the applicable steps and time limits set out, the grievance may proceed according to the required time limits to the next succeeding step of the grievance procedure. [2023]

**13.05** An Arbitrator shall not have the power to alter the terms and conditions of this Agreement. [2023]

**13.06** If the grievance is not referred to arbitration within the above time limits unless mutually agreed, it shall be deemed withdrawn with prejudice.

#### **ARTICLE 14 – Discipline and Discharge**

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**14.01 (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 **ten (10)** 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 14.01(b).

(b) If an employee is dismissed for any reason whatsoever and feels that **they have** been unjustly dealt with **they** shall within **ten (10)** working days from receipt of notice of dismissal, notify the Grievance Committee who shall within on **ten (10)** 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. [2023]

**14.02** 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.

**14.03** 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.

#### **ARTICLE 15 – General and Union Leaves of Absence**

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- 15.01** (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" **will** not be established arbitrarily. **[2023]**
- (b) Leave of absence in excess of one week before being granted must be requested in writing and approved by the Employer.
- 15.02** 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 Articles 18 and 19 during their absence.
- 15.03** (a) 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 a period of **three (3) years**. 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 **requested in writing by the employee and** given in writing by the Employer. **If an employee wishes to maintain benefits, it will be their responsibility to provide post-dated cheques or automatic withdrawal forms and be responsible for both Employer and Employee premiums. [2023]**
- (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. **Such leave granted and paid for by the Employer will be billed back to the union including the payroll burden costs. [2023]**
- 15.04** (a) Employees on leave under this provision shall continue to pay their regular monthly 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 with no loss of seniority.

- (b) **Leave for a position not defined in the bargaining unit: Any employee offered a temporary non-bargaining unit position by the Employer, shall be granted a “leave of absence” of ninety (90) days worked in order to assess their qualifications for such position. [2023]**
- (c) **Leave for a permanent position not defined in the bargaining unit: Any employee offered a permanent position not defined in the bargaining unit by the Employer, shall be granted a “leave of absence” of one-hundred and twenty (120) days worked in order to assess their qualifications for such position. This “leave of absence” provision shall be restricted to two applications by an employee during their employment career with the Employer. [2023]**

**15.05** 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 **themselves. [2023]**

## **ARTICLE 16 – Pregnancy and Parental Leaves**

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- 16.01** (a) 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. **[2023]**
- (b) (1) An employee who is pregnant shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) consecutive weeks – beginning no less than thirteen (13) weeks prior to the expected delivery date, and no later than the actual birth date, and ending no earlier than six (6) weeks after the actual delivery date, unless the employee requests a shorter period, and no later than seventeen (17) weeks after the actual birth date.
  - (2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) additional weeks of unpaid leave beginning on the date of the birth or the termination of the pregnancy.
  - (3) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, **they are** unable to return to work when **their** leave ends under subsection (1) or (2). **[2023]**
  - (4) A request for leave must:
    - (a) be given in writing to the employer,

- (b) if the request is made during the pregnancy, be given to the employer at least four (4) weeks before the day and employee proposes to begin leave, and
  - (c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) A request for a shorter period under subsection (1) (b) (i) must:
- (a) be given in writing to the employer at least one (1) week before the date the employee proposes to return to work, and
  - (b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

Parental/Adoption Leave:

- (1) An employee who requests parental leave under this Section is entitled to:
- (a) Employees can take up to 62 weeks of unpaid parental leave. Both parents can take one full period of parental leave.
  - (b) Parental leave can begin at any time within 78 weeks of a baby being born or a child being placed. It can be extended by up to 5 weeks if the child needs more care due to a physical, psychological, or emotional condition.
  - (c) An employer may ask for proof that an employee is entitled to parental leave or an extension of parental leave - for example, they can ask for a certificate from a doctor or nurse practitioner.
  - (d) Pregnant employees can take maternity leave and parental leave. A pregnant employee can take up to 61 weeks of unpaid parental leave after their maternity leave:
    - 17 weeks of unpaid maternity leave
    - PLUS
    - Up to 61 weeks of unpaid parental leave  
For a total of 78 weeks (about 18 months)
  - (e) Parental leave must begin immediately after maternity leave ends unless the employee and employer agree to a different date.
  - (f) for an adopting parent, up to 62 consecutive weeks of unpaid leave, which must begin within 78 weeks after the child or children are placed with the parent.

- (2) The employee is required to give the Employer four (4) weeks' advance notice in writing of their intention to take a leave. The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (3) Benefit entitlement for these above leaves shall be as required in the *Employment Standards Act*.

## **ARTICLE 17 – Miscellaneous Items**

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- 17.01** The Employer will allow employees adequate relief as well as necessary time for changing clothing or equipment necessitated by a change in working conditions.
- 17.02** 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.
- 17.03** The Employer agrees to supply cotton gloves, ear plugs, rubber gloves, rubber pants, raincoats, aprons and a limited supply of twelve (12) only hooded jackets to all employees who require them, free of charge, upon request. Employees shall be responsible for any such apparel they may lose. Employees who purchase their first pair of rubber boots, shall be provided replacement pairs, at no cost to the employee, on an exchange basis. Those employees who elect to purchase an alternative footwear to rubber boots, shall be granted an allowance toward the purchase of such alternative footwear, which is equivalent to the cost of the rubber boots.
- CSA steel toed safety footwear is required by employees of the maintenance and shipping departments and truck drivers, as well as employees who work as live bird receivers shall be supplied by the Employer up to a maximum amount of \$135.00 (at date of ratification, March 23, 2022) as required, to a maximum of twice per twelve (12) month period (not more than once every six months) following completion of probation. Any new employee hired who has completed probation will have the allowance pro-rated in their first calendar year.** This amount will be increased to \$155.00 effective July 1, 2022. Steel toed safety footwear shall be provided by the Employer, in areas other than those referred to herein, where required by the Safety Committee. **[2023]**
- 17.04** The Employer agrees to supply each employee where required to do freezer work with freezer coats and mitts and to provide insulated boots for the employee who is regularly assigned to work in the freezer. Such clothing remains the property of the Employer, shall not be removed from the Employer's premises and must be returned for re-issue or upon separation. Clothing not returned when worn out or upon separation will be paid for by the employee. **Freezer and cooler shall be defined as any workplace room that has refrigeration and has a temperature of 0 degrees celsius or below. [2023]**
- 17.05** Employees shall be allowed five (5) minutes personal cleanup time prior to quitting time.
- 17.06** The Employer agrees to supply scabbards, knives and scissors to all who require them free of charge. The Employer further agrees to keep knives and scissors properly sharpened and maintained at all times. Whetstones, oil stones and steels shall be available to employees.

- 17.07** Any benefits or working conditions now in effect and not specifically covered by this Agreement shall remain in effect unless changed by collective bargaining.
- 17.08** There will be no part time workers employed except by mutual agreement between the Employer and the Union.
- 17.09** **The Employer and the Union agree to meet for the purposes of promoting co-operation between the Employer and the Union and discussing issues relating to the work force which affect the parties, or any employees bound by this Agreement. Both parties agree to meet monthly, or as necessary; the chair rotates, the Employer will take minutes and both parties to agree upon the minutes prior to distribution. [2023]**
- 17.10** 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 26.02 - Duration of Agreement.
- 17.11** (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.
- 17.12** 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. Reimbursement will include all time loss for in-class course training for one occasion only for each renewal.

The Employer shall also reimburse employees for the actual cost of examinations to obtain renewal certificates for fourth-class steam and fourth-class refrigeration tickets required in the performance of their duties. 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.

#### **Payment for Medical Examinations**

Additionally, the Employer shall reimburse employees up to a maximum of \$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.

#### **Payment for Fourth Class Engineers Fees**

If Technical Safety B.C. requires employees who need fourth class steam or fourth class refrigeration tickets in the performance of their duties to pay an annual fee for the granting of certificate of qualification starting in January 2018, the Employer agrees to reimburse employees upon receipt of fees.

**17.13** Employees who are required to meet with Management or Supervisory personnel with regard to terms or conditions of work **that is disciplinary**, shall have a Shop Steward of their choice attend with them at any such meeting assuming the Shop Steward is scheduled to work and working.

**ARTICLE 18 – Health and Welfare Benefits**

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**18.01** For all Full-Time Bargaining Unit Employees who have completed four thousand one hundred sixty (4,160) hours work, after their hire date:

- (a) Effective the 1st. of the month following the date of ratification of this 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 insurance premiums for providing this coverage shall be borne by the Employer. The Group Benefit Plan shall be administered in accordance with the regulations outlined in the plan documents and insurance underwriter's policies. The denial of any weekly indemnity claim must be appealed through the Employer's insurance provider who will make the final determination with respect to eligibility. The Employer shall forward to the Union a copy of the insurer's decision letter with respect to each weekly indemnity claim as soon as reasonably possible following receipt. Any costs incurred as a result of the Employer's request for additional medical information shall be borne by the Employer.

Employees must complete four thousand, one hundred sixty (4,160) hours worked after their hire date 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. The provisions of this clause shall also include the MSA (Medical Services Association) Extended Health Plan. 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 not less favourable in either terms and/or coverage that that provided under the MSA plan. The **Employer** shall pay the full premium cost of this Plan to cover all Bargaining Unit Employees. **[2023]**
- (c) The present 'Hearing Aid' coverage shall be extended to cover employees and their dependents.
- (d) 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. The coverage for visits to Physiotherapy Specialists, including Naturopaths, shall be increased to \$30.00. **[2023]**
- (e) Life Insurance - The Employer agrees to maintain the present provisions for life insurance providing for, effective the first of the month following the date of ratification (2013) \$40,000.00 coverage for all employees within the Bargaining Unit. The cost of providing this coverage shall be borne by the Employer.
- (f) The Employer agrees to participate in the U.F.C.W. Local 1518 Dental Plan on the following basis: 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 18.01 shall be considered as time worked for purposes of this clause. Such contributions shall not exceed \$25.60 per employee per week.

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.

- (g) In the event that there is an increase in premiums charged for the coverage referred to in this Article for whatever reason, including, but not limited to, the opting out of Provincial Plans by Doctors or the establishment of deterrent fees, the Employer shall absorb such additional costs, if any, up to and including a maximum of twenty dollars (\$20.00) per visit.
- (h) 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 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. **Therefore, the Employee must provide updated employment status in writing to the Employer once every six months or as deemed necessary by the Employer. [2023]**

**18.02** Where an employee is returning to work after a medical leave, the Employer shall reimburse employees for Doctor's fees associated with forms or other medical information reasonably required by the Employer, in accordance with BC Medical Association guidelines.

**18.03** Employees who 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 50/50 between the employee and the Employer.
- Life Insurance as described elsewhere in this agreement on the basis of the Employer paying 50% of these premiums.
- British Columbia Medical Services Plan Premiums on the basis of a 50/50 cost share with between the Employer and the employee.

At such time as these employees have completed four thousand one hundred 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 100% of the cost of these premiums borne by the Employer.

#### **18.04 Vision Care**

**The Employer shall provide each employee and their dependents three hundred dollars (\$300.00) every two years for the purchase of eyeglasses, lenses and frames. [2023]**

### **ARTICLE 19 – Pension Plan**

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**19.01** 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 eighty-three (83) cents per hour

paid. Effective December 1, 2015, the contribution rate will be increased to eighty-eight cents (\$0.88) per hour.

- (ii) For purposes of paragraph (i) 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.

## **ARTICLE 20 – Bereavement Leave**

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**20.01** 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 four (4) 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, common law Mother-in-law, common law Father-in-law, Grandparents, Spouse's Grandparents, Grandchildren, Stepfather and Stepmother.

### 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.

#### **ARTICLE 21 – Hot Goods**

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**21.01** 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.

#### **ARTICLE 22 – Contracting Out**

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**22.01** (a) 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.

The Union agrees to meet and discuss options where it is determined that contracting out may be a more viable means of performing work of the bargaining unit.

**(b) Persons not covered by this Agreement shall not perform work normally performed by members of the bargaining unit while full time seniority bargaining unit employees who are qualified to perform such work are laid off or working less than a standard workweek, nor for the purpose of depriving them of overtime opportunities which would normally be assigned to them, except:**

**for the purpose of instruction or training; or for situations of an emergency, which is defined as a sudden, unexpected occasion or combination of events calling for immediate action (e.g., equipment breakdown). [2023]**

**22.02** Notwithstanding the above section, it is understood and agreed by the parties hereto that Article 22.01 - Contracting Out will not preclude the Employer from contracting out in the event that qualified employees are not available from within the Bargaining Unit.

#### **ARTICLE 23 – Separation Allowance**

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**23.01** 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. If Truck Drivers' positions are eliminated during the term of this Agreement, impacted Truck Drivers will have the option to take their Severance Allowance payout or take another available position and retain their Truck Driver rate of pay as long as they maintain that position, or a second subsequent position.
- (g) In the event of a whole or partial plant reduction, all employees affected shall receive notice or receive pay in lieu of notice as per the **British Columbia Employment Standards Act. [2023]**
- (h) Employees who have not completed four thousand, one hundred sixty (4,160) hours worked after their hire date will be eligible for a separation Allowance on termination of employment as set out in the Province of British Columbia *Employment Standards Act*.

**23.02** (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 2 (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.

**23.03** 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.

**23.04** 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.

**23.05** 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 24 – Appearance in Court**

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**24.01** 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.

#### **ARTICLE 25 – Sanitation**

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**25.01** (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.

(b) Shower facilities, soap and two (2) towels per employee daily shall be provided for live hangers at no cost to the employees.

**25.02** 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 26 – Duration of Agreement**

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##### **26.01 Duration**

**This Agreement shall be binding and remain in full force for the period from and including July 1, 2023 to and including June 30, 2026. [2023]**

##### **26.02 Notice to Bargain**

**Either party may at any time within four (4) months immediately preceding the expiry**

date of this Agreement, by written notice, require the other party to commence collective bargaining. [2023]

### 26.03 Agreement to Continue in Force

Both parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the parties, without prejudicing the position of the new or revised Agreement. Notwithstanding the foregoing, the parties shall have the right to affect a legal strike or a legal lockout, as the case may be. [2023]

SIGNED this 11 day of July, 2024.

For the Employer

For the Union

Robert Kirby  
Robert Kirby (Jul 11, 2024 20:40 EDT)



\_\_\_\_\_  
**Robert Kirby**

\_\_\_\_\_  
**Patrick Johnson**

Kuljeet Chahal

Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

\_\_\_\_\_  
**Kuljeet Chahal**

**WAGE SCHEDULE PROGRESSION GRID: JULY 1, 2023 – JUNE 30, 2026**

		July 1, 2023	July 1, 2024	July 1, 2025
<b>PLANT LABOUR</b>				
Start Rate	\$18.00	\$18.45	\$18.82	\$19.20
After 6 months	\$18.00	\$20.05	\$20.45	\$20.86
After 12 months	\$18.00	\$21.65	\$22.08	\$22.52
After 24 months	\$24.23	\$25.23	\$26.23	\$26.93
		Increase	Increase	Increase
		\$1.00	\$1.00	\$0.70
<b>PLANT CLASSIFIED</b>				
Live Hanger	\$24.77	\$25.77	\$26.77	\$27.47
Live Processor/Blesser	\$24.95	\$25.95	\$26.95	\$27.65
Utility Person - Eviscerating	\$24.90	\$25.90	\$26.90	\$27.60
Utility Person - Packaging	\$24.90	\$25.90	\$26.90	\$27.60
Sawyer	\$24.43	\$25.43	\$26.43	\$27.13
Tankman	\$24.46	\$25.46	\$26.46	\$27.16
Order Picker/Shipper/Receiver	\$24.72	\$25.72	\$26.72	\$27.42
Forklift Driver	\$24.82	\$25.82	\$26.82	\$27.52
Freezer Person	\$24.82	\$25.82	\$26.82	\$27.52
Dry Goods Receiver	\$24.82	\$25.82	\$26.82	\$27.52
Driver/ Shipper/ Dispatcher	\$26.20	\$27.20	\$28.20	\$28.90
Truck Driver, Class 3 with Air	\$25.95	\$26.95	\$27.95	\$28.65
Truck Driver, Class 1 with Air	\$26.20	\$27.20	\$28.20	\$28.90
Live Receiver with Class 1	\$26.20	\$27.20	\$28.20	\$28.90
Live Receiver without Class 1	\$24.82	\$25.82	\$26.82	\$27.52
Cleanup	\$24.24	\$25.24	\$26.24	\$26.94
First Aid	\$24.67	\$25.67	\$26.67	\$27.37
First Aid Backup	\$24.67	\$25.67	\$26.67	\$27.37
Overwrap Machine Operator	\$24.23	\$25.23	\$26.23	\$26.93
Sanitation Maintenance Helper	\$24.70	\$25.70	\$26.70	\$27.40
<b>MAINTENANCE</b>				



Engineer 5th Class*	\$31.14	\$34.00	\$36.17	\$36.87
Engineer 4th Class	\$32.14	\$35.00	\$39.00	\$39.70
Millwright	\$34.14	\$37.00	\$43.00	\$43.70
Electrician	\$35.14	\$37.00	\$43.00	\$43.70
Maintenance - no ticket**	\$30.49	\$33.15	\$35.17	\$35.87

***“The parties agree the rates contained in the maintenance schedule are minimum rates.”***

**Live Hangers will have a \$0.50/hr premium attached to their rate of pay when completing the work of a Live Hanger Classification effective the date of ratification.**

## LETTER OF UNDERSTANDING #1

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### Re: Production

#### (Reference to Article 7.01 - Hours of Work and Overtime)

For the purpose of complying with Article 7.01, the following provisions shall be regarded as the negotiated schedule of hours:

<b>Warehouse, Shipping &amp; Truck Drivers</b>	<b>Starting times (Monday to Friday)</b>
First Shift (Early Morning Days)	2:00 am to 5:30 am
Second Shift (Days)	5:00 am to 9:00 am
Third Shift (Afternoons)	12:00 pm to 7:30 pm
Fourth Shift (Nights)	7:30 pm to 12:00 am

<b>Truck Drivers Only</b>	<b>Starting times (Tuesday to Saturday)</b>
First Shift (Early Morning Days)	2:00 am to 5:30 am
Second Shift (Days)	5:00 am to 11:00 am
Third Shift (Afternoons)	12:00 pm to 7:30 pm
Fourth Shift (Nights)	7:30 pm to 12:00 am

<b>Maintenance &amp; Engineers</b>	<b>Starting times (Monday to Sunday)</b>
First Shift (Early Morning Days)	12:00 am to 9:00 am
Second Shift (Days)	9:00 am to 12:00 pm
Third Shift (Afternoons)	12:00 pm to 7:30 pm
Fourth Shift (Nights)	7:30 pm to 12:00 am

<b>Production</b>	<b>Starting times (Monday to Friday)</b>
First Shift (Days)	4:00 am to <b>9:30 am [2023]</b>
Second Shift (Afternoons)	12:00 pm to 6:30 pm
Third Shift (Nights)	7:30 pm to 12:00 am
Hangers & Suppliers	15 minutes prior to regular starting time

RENEWED THIS 30th DAY of October, 2023.

For the Employer

For the Union

Robert Kirby

Robert Kirby (Jul 11, 2024 20:40 EDT)

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**Robert Kirby**



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**Patrick Johnson**

Kuljeet Chahal

Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

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**Kuljeet Chahal**

## LETTER OF UNDERSTANDING #2

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It is agreed that the night shipping crew can commence work on Sundays and in the case of a Statutory Holiday being a Monday, at 7:00 p.m. and the hours from 7:00 p.m. to 12:00 midnight will be paid on the basis of straight time.

**RENEWED THIS 30<sup>th</sup> DAY OF October, 2023.**

**For the Employer**

**For the Union**

Robert Kirby

Robert Kirby (Jul 11, 2024 20:40 EDT)



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**Robert Kirby**

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**Patrick Johnson**

Kuljeet Chahal

Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

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**Kuljeet Chahal**

**LETTER OF UNDERSTANDING #3**

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The Employer is committed to the importance of job rotation. The job rotation program will be implemented on a fair and consistent basis and will be designed to minimize the risk of injury to employees.

**RENEWED THIS 30<sup>th</sup> DAY OF October, 2023.**

**For the Employer**

**For the Union**

Robert Kirby

Robert Kirby (Jul 11, 2024 20:40 EDT)



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**Robert Kirby**

---

**Patrick Johnson**

Kuljeet Chahal

Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

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**Kuljeet Chahal**

## LETTER OF UNDERSTANDING #4

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(Staff Purchases)

Staff purchase orders of fresh or frozen poultry product will be available in standard case lots to all Bargaining Unit Members. Such orders must have minimum values as follows:

Product produced at the Port Coquitlam plant	\$10.00
Product produced at any other Lilydale plant	\$20.00

**RENEWED THIS 30<sup>th</sup> DAY OF October, 2023.**

**For the Employer**

**For the Union**

Robert Kirby

Robert Kirby (Jul 11, 2024 20:40 EDT)



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**Robert Kirby**

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**Patrick Johnson**

Kuljeet Chahal

Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

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**Kuljeet Chahal**

**LETTER OF UNDERSTANDING #5**

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**RE: Department Transfers**

The Employer will institute a training program for employees to accommodate departmental transfers. Such employees will be trained until they are qualified or for a period not to exceed the time limits corresponding to Article 12.03(a).

**RENEWED THIS 30<sup>th</sup> DAY OF October, 2023.**

**For the Employer**

**For the Union**



Robert Kirby

Robert Kirby (Jul 11, 2024 20:40 EDT)

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**Robert Kirby**

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**Patrick Johnson**

Kuljeet Chahal

Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

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**Kuljeet Chahal**

## LETTER OF UNDERSTANDING #6

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### RE: Sofina Attendance Program and: Sofina 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.

The Employer agrees that the following absences will not be included as absences under the Attendance Policy:

Legislated leaves granted including, the Workers Compensation Act and the Human Rights Code, or pursuant to the terms of the Collective Agreement. Examples include approved leaves of absences, vacation, bereavement, jury duty, layoffs, statutory holidays, maternity or parental leave, or leave respecting domestic or sexual violence.

**RENEWED THIS 30<sup>th</sup> DAY OF October, 2023.**

**For the Employer**

Robert Kirby

Robert Kirby (Jul 11, 2024 20:40 EDT)

---

**Robert Kirby**

**For the Union**



---

**Patrick Johnson**

Kuljeet Chahal

Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

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**Kuljeet Chahal**



**LETTER OF UNDERSTANDING #7**

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Effective July 1, 1996, the Employer agrees to administer the deduction of five cents (5¢) 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 Fund by the 15th of the following month for which the deductions were made.

**RENEWED THIS 30<sup>th</sup> DAY OF October, 2023.**

**For the Employer**

**For the Union**

Robert Kirby

Robert Kirby (Jul 11, 2024 20:40 EDT)



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**Robert Kirby**

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**Patrick Johnson**

Kuljeet Chahal

Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

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**Kuljeet Chahal**

**LETTER OF UNDERSTANDING #8**

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**RE: Article 11.08(a) – Overtime Work During Scheduled Vacation**

**An employee leaving on vacation shall be eligible for work on their regularly scheduled days off in the week before their vacation commences. They shall be ineligible for further work until they have returned from vacation and worked their regular shift. [2023]**

**AMENDED THIS 30<sup>th</sup> DAY OF October, 2023.**

**For the Employer**

**For the Union**

Robert Kirby

Robert Kirby (Jul 11, 2024 20:40 EDT)



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**Robert Kirby**

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**Patrick Johnson**

Kuljeet Chahal

Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

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**Kuljeet Chahal**

## LETTER OF UNDERSTANDING #9

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### RE: Hours of Work and Overtime

The Employer and the Union recognize that the need for overtime exists from time to time and requires employees to volunteer for the overtime hours available. To ensure the customers' needs are met and to minimize the number of hours of overtime worked by the volunteers, the parties agree to monitor the situation of having insufficient volunteers to perform the available overtime. The parties will meet during the term of the Agreement to discuss ways of reducing overtime and encouraging employees to volunteer when overtime situations arise.

Where the Employer is unable to secure sufficient volunteers to perform the available overtime in Live Bird Receiving, Live Hang, Sanitation and Evisceration, the overtime will be obligatory, beginning with the most junior employee who is qualified to perform the job. The obligatory provisions for overtime under this Section will only be applicable in an emergency situation which is beyond the control of the Employer and is limited to a Friday schedule.

**RENEWED THIS 30<sup>th</sup> DAY OF October, 2023.**

**For the Employer**

**For the Union**

Robert Kirby

Robert Kirby (Jul 11, 2024 20:40 EDT)



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**Robert Kirby**

---

**Patrick Johnson**

Kuljeet Chahal

Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

**Kuljeet Chahal**

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**LETTER OF UNDERSTANDING #10**

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**RE: Reference to Plant Superintendent and Chief Shop Steward**

The parties agree that wherever “Plant Superintendent” and “Chief Shop Steward” are referenced in the Collective Agreement, is shall also mean their designate in the absence of the Plant Superintendent and/or the Chief Shop Steward.

**RENEWED THIS 30<sup>th</sup> DAY OF October, 2023.**

**For the Employer**

**For the Union**

Robert Kirby  
Robert Kirby (Jul 11, 2024 20:40 EDT)



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**Robert Kirby**

---

**Patrick Johnson**

Kuljeet Chahal  
Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

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**Kuljeet Chahal**

**LETTER OF UNDERSTANDING #11**

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**RE: Article 11 – Vacation Policy / Illness and/ or Disability during Scheduled Vacation**

Employees who become ill, injured, or otherwise disabled during their Scheduled Vacation will be eligible to have the unused portion of their vacation period re-scheduled upon returning the balance of their vacation pay and making application for the Weekly Indemnity Benefits outlined under Article 18.01(a) or HRDC Employment Insurance coverage.

**RENEWED THIS 30<sup>th</sup> DAY OF October, 2023.**

**For the Employer**

**For the Union**

Robert Kirby

Robert Kirby (Jul 11, 2024 20:40 EDT)



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**Robert Kirby**

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**Patrick Johnson**

Kuljeet Chahal

Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

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**Kuljeet Chahal**

## LETTER OF UNDERSTANDING #12

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### RE: 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 Article 19 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 30<sup>th</sup> DAY OF October, 2023.**

**For the Employer**

Robert Kirby

Robert Kirby (Jul 11, 2024 20:40 EDT)

---

**Robert Kirby**

Kuljeet Chahal

Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

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**Kuljeet Chahal**

**For the Union**



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**Patrick Johnson**

**LETTER OF UNDERSTANDING #13**

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**RE: Overtime and the AM and PM Shifts**

The parties agree to continue, through the JLM process, to discuss ways to distribute overtime between the day shift and the afternoon shift.

**RENEWED THIS 30<sup>th</sup> DAY OF October, 2023.**

**For the Employer**

**For the Union**



Robert Kirby

Robert Kirby (Jul 11, 2024 20:40 EDT)

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**Robert Kirby**

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**Patrick Johnson**

Kuljeet Chahal

Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

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**Kuljeet Chahal**

## LETTER OF UNDERSTANDING #14

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### RE: Shop Stewards and New Employee Orientation Sessions

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.

**RENEWED THIS 30<sup>th</sup> DAY OF October, 2023.**

**For the Employer**

*Robert Kirby*

Robert Kirby (Jul 11, 2024 20:40 EDT)

---

**Robert Kirby**

**For the Union**



---

**Patrick Johnson**

*Kuljeet Chahal*

Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

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**Kuljeet Chahal**



**LETTER OF UNDERSTANDING #15**

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**RE: Pilot Project - Vacation Allowance in Shipping Department**

During negotiations for the 2020 renewal Collective Agreement, the parties discussed vacation allowances in the Shipping Department. The parties agree to a pilot project in the Shipping Department whereby there may be a maximum of one employee on vacation per shift, as follows:

Day Shift= 1 employee from Shipping Department allowed off on vacation at one time  
Afternoon Shift = 1 employee from Shipping Department allowed off on vacation at one time  
Night Shift= 1 employee from Shipping Department allowed off on vacation at one time

This pilot project will commence with the 2023 vacation scheduling year and shall remain in effect until the expiration of the Collective Agreement.

**RENEWED THIS 30<sup>th</sup> DAY OF October, 2023.**

**For the Employer**

**For the Union**

Robert Kirby  
Robert Kirby (Jul 11, 2024 20:40 EDT)



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**Robert Kirby**

---

**Patrick Johnson**

Kuljeet Chahal  
Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

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**Kuljeet Chahal**

**LETTER OF UNDERSTANDING #16**

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**RE: Drivers' Schedules**

During negotiations for the **2023** renewal Collective Agreement, the parties discussed the need for flexibility in Drivers' scheduling to be able to meet the needs of the business.

The parties agreed that the Employer has the ability to hire **up to three (3)** new Class 1 Driver on a regular Tuesday through Saturday schedule in accordance with the negotiated schedule of hours as outlined in Letter of Understanding No. 1.

The parties further agreed that should an incumbent Driver working a regular Monday through Friday schedule permanently leave the Employer for whatever reason during the life of the operative Collective Agreement, the Employer has the ability to post the vacancy as per Article 12.03 of the collective agreement with a Driver on either a Monday through Friday regular schedule, or a Tuesday through Saturday regular schedule, at the sole discretion of the Employer.

The Employer and the Union acknowledge that changing business conditions may require further flexibility to address business and market demands and changing customer requirements with respect to delivery schedules. Should the needs of the business change in this respect during the operative term of the Collective Agreement, the Employer and the Union agree to meet and engage in constructive discussions and consider other alternatives for addressing the needs of the business.

**AMENDED THIS 30<sup>th</sup> DAY OF October, 2023.**

**For the Employer**

**For the Union**

Robert Kirby  
Robert Kirby (Jul 11, 2024 20:40 EDT)



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**Robert Kirby**

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**Patrick Johnson**

Kuljeet Chahal  
Kuljeet Chahal (Jul 16, 2024 14:28 PDT)  
**Kuljeet Chahal**

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**LETTER OF UNDERSTANDING #17**

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**Re: BC Five (5) Sick Days**

**The Employer agrees to maintain the same practice used when an employee requires a sick day in accordance with the BC Employment Standards. [2023]**

**AGREED TO THIS 30<sup>th</sup> DAY OF October, 2023.**

**For the Employer**

**For the Union**

Robert Kirby

Robert Kirby (Jul 11, 2024 20:40 EDT)

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**Robert Kirby**



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**Patrick Johnson**

Kuljeet Chahal

Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

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**Kuljeet Chahal**

**LETTER OF UNDERSTANDING #18**

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**Re: Apprenticeship Training Program**

The Employer and the UFCW, Local 1518 recognize the value of highly skilled employees. The parties have therefore agreed to foster the enhancement of skill development of their employees and members through the promotion and implementation of an Apprenticeship Program.

Therefore, the Parties agree:

Each employee who enters the Apprenticeship Program will complete the Training Program in its entirety and will remain in the employ of Sofina Foods Inc., for a minimum period of two years following completion of the Program. Failure to fulfill either or both conditions will result in a requirement for the employee to repay Sofina Foods the tuition costs of the Program paid on behalf of the employee. If an employee partially completes the Program or fails to remain in the employ of Sofina Foods for a full two years after completing the program, the amount of tuition to be repaid shall be pro-rated accordingly. An apprentice must complete the program within six (6) years.

The costs of the tuition may be recovered from an employee who fails to meet these conditions by deducting the amount from vacation or other monies owed to the employee at the time of termination of employment. If these monies are insufficient to repay the debt the employee will, prior to termination, repay the difference between the amount covered by the monies owed the employee and the debt. Further, if the employee does not complete the program the monies will be repaid within one (1) month of the employee's last training module or session of the Program. This requirement for tuition will be waived should the employee find it necessary to withdraw from the Program for objective medical reasons.

The apprentice must provide written documentation from the program coordinator that they have successfully completed their respective school term and has moved up to the next highest year of studies within the program.

A current employee who has an interest in doing an apprenticeship and has the capabilities and prerequisite to complete the education will carry their current rate of pay over until they begin their apprenticeship program at which point, will join the scale outlined below:

1st Year	80 % of Classification Rate
2nd Year	85 % of Classification Rate
3rd Year	90 % of Classification Rate
4th Year	95 % of Classification Rate
5th Year	100% of Classification Rate

Before commencing the Apprenticeship Program each Sofina employee who enters the Apprenticeship Training Program will sign the Letter of Commitment agreeing to the tuition recovery as set out in paragraph (a) of this memorandum and authorizing the deduction of such tuition from vacation pay or other monies owed as set out in paragraph (b) above.

The Parties further agree to the following:

- a) Apprenticeship guidelines will be in conduction with the Skilled Trades Apprenticeship Training Division.
- b) The cost of fifty percent (50%) of tuition fees will be paid by Sofina Foods while all other costs will be the responsibility of the apprentice. Upon successful completion of the Program, Sofina will reimburse the apprentice for the remaining fifty percent (50%) of tuition costs.
- c) Apprentices must be willing to sign a commitment stating that after completing the Apprenticeship Program the Apprentice will commit to work for Sofina Foods for at least a two-year period, otherwise the Apprentice will reimburse monies paid by Sofina Foods for the costs incurred during the program.
- d) Completion of an Apprenticeship Program will not automatically result in an appointment to Journeyperson status. A vacancy must exist and normal posting and competition processes will apply.
- e) Apprentices must apply for Employment Insurance when attending modular training. [2023]

AGREED TO THIS 30<sup>th</sup> DAY OF October, 2023.

For the Employer

For the Union

Robert Kirby  
Robert Kirby (Jul 11, 2024 20:40 EDT)

\_\_\_\_\_  
Robert Kirby



\_\_\_\_\_  
Patrick Johnson

Kuljeet Chahal  
Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

\_\_\_\_\_  
Kuljeet Chahal

**LETTER OF UNDERSTANDING #19**

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**Re: Maintenance Department & Engineers**

For Maintenance & Engineers Only

For clarity, the parties agree that there are currently two (2) regular eight (8) hour shifts which include some weekend work and which don't attract overtime rates as per Article 7.04(b):

- Sunday – Thursday (2200 – 0630)
- Sunday – Thursday (2300 – 0730)
- **Wednesday – Sunday, in accordance with LOU #1 maintenance and engineer start times.**

**Current maintenance employees as of the ratification of this agreement shall not be required to work the Wednesday to Sunday shift. Current maintenance employees may volunteer to work the Wednesday to Sunday if they so choose.**

**The Wednesday to Sunday shift is not meant to replace the BC Safety Authority requirement listed before.**

The parties also agree that in light of the BC Safety Authority's 2015 requirement that the plant have maintenance coverage twenty-four (24) hours per day and seven (7) days per week, there are also the following two (2) shifts:

- Sunday – Thursday shift (1400 – 2230) but with the Sunday shift running for twelve (12) hours (1000 – 2200) with four (4) hours of OT.
- Tuesday – Saturday shift (2300 – 0730) but with the Saturday shift running for twelve (12) hours (2200 – 1000) with four (4) hours of OT.

When Maintenance staff are using multiple tickets as approved by the supervisor, those Maintenance staff will receive a one dollar (\$1.00) premium for all hours worked.

When, under the provisions of this Letter of Understanding, the Employer schedules staggered starting times, they will do so in order of seniority, giving the senior qualified employee first preference of starting times. **[2023]**

**AGREED TO THIS 30<sup>th</sup> DAY OF October, 2023.**

**For the Employer**

Robert Kirby

Robert Kirby (Jul 11, 2024 20:40 EDT)

**Robert Kirby**

Kuljeet Chahal

Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

**Kuljeet Chahal**

**For the Union**



**Patrick Johnson**

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**LETTER OF UNDERSTANDING #20**

Re: **MEDICAL REPORTS ARTICLE 9.03**

With regards to article 9.03 of the collective agreement the parties agree 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.  
**[2023]**

**AGREED TO THIS 30<sup>th</sup> DAY OF October, 2023.**

**For the Employer**

Robert Kirby  
Robert Kirby (Jul 11, 2024 20:40 EDT)

\_\_\_\_\_  
**Robert Kirby**

**For the Union**



\_\_\_\_\_  
**Patrick Johnson**

Kuljeet Chahal  
Kuljeet Chahal (Jul 16, 2024 14:28 PDT)

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**Kuljeet Chahal**

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