

# **COLLECTIVE AGREEMENT**

**Between**

**CENTENNIAL FOODSERVICE**

Richmond, BC

**And**



**UNITED FOOD AND COMMERCIAL WORKERS  
UNION, LOCAL NO. 247**

Chartered by the United Food and Commercial  
Workers International Union, CLC

**TERM OF AGREEMENT**

**SEPTEMBER 1, 2009 TO AUGUST 31, 2014**

Dear Member:

This is your Union Collective Agreement. It represents the progress and efforts of many years of negotiations. Please read it and make sure you are receiving the benefits to which you are entitled.

Only by insisting on your rights, and refusing to let anyone abrogate them, can the Agreement be kept strong and meaningful. Any abuse of the Collective Agreement tends to undermine and weaken it.

Let's respect the Agreement; let's keep it strong and meaningful.

Make full use of your Shop Stewards.

GIB WHITLOCK  
President

SUZANNE HODGE  
Secretary-Treasurer

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# **COLLECTIVE AGREEMENT**

## **BETWEEN:**

### **CENTENNIAL FOODSERVICE (Richmond Plant)**

108 – 12759 Vulcan Way  
Richmond, B.C. V6V 3C8

(hereinafter referred to as the "**EMPLOYER**")

## **AND:**

### **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 247,**

Chartered by the United Food and Commercial Workers  
International Union, CLC  
14936 – 32nd Avenue  
Surrey, B.C. V4P 3R5

(hereinafter referred to as the "**UNION**")

## **WHEREAS:**

The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement, and desire to provide methods of fair and amicable adjustment of disputes which may arise between them.

## **NOW THEREFORE:**

The Union and the Employer mutually agree as follows:

## **SECTION 1 - BARGAINING AGENCY AND UNIT**

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The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees employed.

## **SECTION 2 - UNION SHOP**

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- (a) The Employer agrees to retain in his employ within the bargaining unit as outlined in Section 1 of this Agreement, only members of the Union in good standing.

The Employer shall be free to hire new employees who are not members of the Union, PROVIDED said non-members, whether part-time or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.

- (b) The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the new employee his or her responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each 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 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.

- (c)** The Employer agrees to not employ persons who have full-time jobs with other Employers, except in an emergency when qualified help is not available.

Any full-time employee who has full time employment with another employer and does not relinquish the same upon thirty (30) days notice and provide satisfactory proof to the Employer that he or she is no longer employed full time elsewhere, shall be subject to disciplinary procedure.

- (d)** The right to hire employees is vested in the Employer. When the Employer requires additional cutters or boners, he will extend to the Union an invitation to provide the Employer with suitable applicants. It is understood that the acceptance or rejection of applicants proposed by the Union shall not be subject to the Grievance and Arbitration Procedures of the Collective Agreement.

The Employer agrees that only employees included in the bargaining unit shall perform any of the work coming within the jurisdiction of this Agreement, except in an emergency, for the purpose of instruction, and/or experimentation.

## **SECTION 3 - DEDUCTION OF UNION DUES**

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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 that all persons commencing or resuming employment with the Employer within the bargaining unit shall, as a condition of employment at the time of employment, sign a statement authorizing the Employer to make the applicable weekly union dues deduction from the first and subsequent wage payments of the employee. Persons refusing to sign this required statement shall not be employed.

It is the responsibility of the employee to maintain membership in good standing as outlined in the International Constitution and the Local Union policy.

Copies of the signed statement shall be immediately forwarded to the office of the Union.

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, and accompanied by a written statement of the names of the employees for whom the deductions were made and the amount of each deduction.

## **SECTION 4 - HOURS OF WORK, OVERTIME, STATUTORY HOLIDAYS, JOB POSTINGS**

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The Employer reserves the right to schedule hours of plant operation, employee hours of work, rest periods, lunch periods and overtime work, subject to the following provisions:

Daily hours of work shall be consecutive with the exception of the meal period. In the event that "Daily hours of work are not consecutive", the second section of the employee's shift shall be paid for at the rate of time and one-half with a minimum of four (4) hours' pay at such rate. Duration of meal period will be not less than thirty (30) minutes and not more than sixty (60) minutes.

Salespersons will not be permitted to work in the plant except in case of force majeure or for inventory, or for orientation purposes only to a maximum of one (1) week.

The procedure for inventory will be:

- a) Plant employees who have the ability to perform the job have first option to volunteer for the inventory shift, (including truck drivers).
- b) If sufficient plant employees do not volunteer, sales persons who have the ability may volunteer by seniority to work the inventory shift.
- c) The appropriate rates will be paid to all employees working the inventory shift.

Regular meal periods shall be started not earlier than forty-five (45) minutes prior to mid-shift no later than forty-five (45) minutes following mid-shift. Meal periods scheduled or taken other than these times will be considered as time worked, except that Truck Drivers may schedule their own meal periods in accordance with delivery requirements.

### **(a) Work Schedules**

The Employer shall post a weekly work schedule in the plant for all employees, except casuals or students, not later than Friday noon of each week for the following week. If a new work schedule is not posted by Friday noon, then the schedule already posted shall apply for the following week.

An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery, breakdown of suppliers' trucks, or other instances of *force majeure*.

In all other cases the Employer will provide employees with twenty-four (24) hours notice of any change in shifts, except in the case of changing between the compressed work week and regular work week in which case, fourteen (14) days notice shall be given.

### **(b) Time Clocks**

The Employer shall provide a time clock and time cards to enable employees to record their time for payroll purposes.

All Employees shall record their own time with their designated card at the time they start and finish work. The cards will remain the property of the Company and shall not be removed from their designated area.

Employees are required to be at their work station promptly and should be prepared to work at their station within five (5) minutes of recording their start time. Employees should not leave their work station earlier than five (5) minutes prior to the end of their shift. No Employee should record another Employee's time.

**(c) Basic Work Weeks**

The basic work week shall be a period of five (5) consecutive days of work of eight (8) hours each and two (2) consecutive days off during the calendar week Sunday through Saturday. In a week in which one (1) statutory holiday occurs, the basic work week for full-time employees shall be reduced to thirty-two (32) hours, consisting of four (4) eight (8) hour days, and in a week in which two (2) statutory holidays occur, the basic work week for full-time employees shall be reduced to twenty-four (24) hours, consisting of three (3) eight (8) hour days.

The Employer may direct any Employee to work a work week of four (4) consecutive days of work of ten (10) hours each and three (3) consecutive days off.

Notwithstanding the above, in the event that a statutory holiday falls on the employee's regularly scheduled day off, then another day off with pay shall be given in lieu of the statutory holiday, either on the regularly scheduled work day immediately preceding or following the statutory holiday. However, in the case of employees working four (4) ten (10) hour shifts who have had three (3) consecutive days off, in these cases the Employer may direct when the day in lieu is to be taken, but the Employer will pay for the day worked at time and one-half (notwithstanding the provisions of Section 4 (f) and also provide the day in lieu for the statutory holiday.

For July 1<sup>st</sup> and November 11<sup>th</sup> statutory holidays that fall on a Thursday only, the statutory holiday may be scheduled on the following Friday, Sunday or Monday by mutual agreement provided the day in lieu of the statutory holiday is scheduled in conjunction with other scheduled days off.

#### **(d) Overtime Pay**

All time worked in excess of the regular working day, or the Basic Work Weeks, as defined in sub-section (c) of this Section shall be paid for at the rate of time and one-half the employee's regular hourly rate of pay, for the first four (4) hours, and double time thereafter. All time worked on an employee's second regularly scheduled day off shall be paid for at twice (2x) the employee's regular rate of pay.

These employees who have a four (4) day, ten (10) hour shift shall be paid double time after twelve (12) hours of work and for all hours in excess of twelve (12) hours.

Employees working a shift of four ten hour days, who are given a day off in lieu of the statutory holiday, may work that day, at a rate of time and one half, rather than overtime rates outlined in Section 4 (f) paragraph 4. and 5. Any double time rates would follow under the terms of this agreement, as if the day were a regular work day.

When overtime becomes necessary, it shall first be offered to the employee on a seniority basis by classification except when such overtime applies to the taking of inventory.

**COMPENSATING TIME CAN BE GIVEN IN LIEU OF OVERTIME PAY, BY MUTUAL AGREEMENT, AT A MUTUALLY AGREEABLE TIME BETWEEN EMPLOYER AND EMPLOYEE, AT THE EQUIVALENT OVERTIME RATE. THERE WILL BE A FORM USED TO REQUEST BANKING OF OVERTIME AND UNLESS THIS IS DONE, IT SHALL BE PAID. THE COMPANY WILL MAINTAIN A REGISTER OF BANKED OVERTIME.**

Banked days shall, in the week in which they are taken, be considered as hours of that basic work week. The maximum an employee may bank shall be sixty-four (64) hours, or seventy (70) hours for C.W.W. employees, any hours over forty (40) can be scheduled off by the Employer. The employee may have any or all banked time paid out at employee's request.

An employee who terminates or is terminated shall receive payment for any hours of paid time off accumulation to which he or she is entitled.

**(e) Daily Guarantee**

Full-time Employees - Unless terminated for reasons not requiring notice or pay in lieu thereof, outlined in Section 13 of this Collective Agreement, employees working full-time shall receive pay for their full shift if sent home prior to completion of their full shift.

Part-time Employees - Shall be paid their regular hourly rate for each hour worked except where employed for less than four (4) consecutive hours per day, in which event, they shall receive a minimum of four (4) hours' pay. An employee who is called for work, and upon reporting finds that his or her services are not required, shall receive two (2) hours' pay.

**(f) Statutory Holidays**

The following days shall be considered statutory holidays:

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

and if any other public holiday is proclaimed by the Federal or Provincial Governments, the holiday shall be taken on the

employee's birthday, or any other day mutually agreeable between the Employer and employee.

Commencing with their fifth (5th) week of employment, employees shall receive the following statutory holiday pay:

Total hours worked in the four (4) weeks preceding the week in which the holiday(s) occurs:

- 80 but less than 128 - 6 hours' pay for each holiday
- 128 or more - 8 hours' pay for each holiday

Employees working the compressed work week (4 x 10-hour shifts), shall be paid ten (10) hours' pay for each statutory holiday.

For purposes of determining statutory holiday pay entitlement for full-time employees, all paid time off and hours absent due to sickness or accident shall be counted as hours worked if the full-time employees would have been scheduled to work such hours they were absent.

All work performed on a statutory holiday shall be paid for at the rate of double the employee's regular rate of pay for all time worked, and where so entitled, the employee shall also receive pay for the statutory holiday. However, in the case of night shift employees who have received a full working shift off for the statutory holiday, they may be required to report to work on a statutory holiday and be paid at the regular rate of pay provided the shift ends on the

subsequent day which is not a statutory holiday, and they have received a full shift off for the statutory holiday.

### **(g) Shift Work Premium**

Shifts commencing between 10:00 a.m. and 3:00 p.m. shall receive a premium for all hours worked after 6:00 p.m.

Shifts commencing after 3:00 p.m. and before 4:00 a.m. shall receive a shift premium for all hours worked.

Shifts commencing between 4:00 a.m. and 5:00 a.m. shall receive a shift premium for hours worked between 4:00 a.m. and 5:00 a.m.

Shift premium shall be fifty cents (\$0.50) per half hour, on a straight-time basis, inclusive of any overtime worked.

There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed a ten (10) hour interval between shifts shall be paid at the rate of time and one-half for the time worked prior to the expiry of the ten (10) hour interval.

### **(h) Rest Periods**

Employees shall have two (2) fifteen (15) minute rest periods with pay in each work period in excess of six (6) hours; one (1) rest period to be granted before, and one (1) after the meal period.

Employees working a shift in excess of three (3) hours but not more than six (6) hours shall receive one (1) rest period, with pay, during such a shift.

Part-time employees working more than four (4) hours but not more than six (6) hours during a day will, if they so request, be permitted to take an additional unpaid fifteen (15) minute break immediately following their paid rest period. This combined time shall be granted as close to mid-shift as is practical. Employees working in excess of six (6) hours shall receive the regular meal period and rest periods as provided in this Collective Agreement.

Times at which such rest periods shall be taken shall be subject to the discretion of the Employer, provided, however, an employee's rest period shall not begin until one (1) hour after commencement of work or following return from meal period or less than one (1) hour before either the meal period or the end of the shift as may apply.

**(i) Rest Periods, Meal Periods and Supper Money During Overtime**

When an employee is scheduled twenty-four (24) hours in advance to work more than one (1) hour, but not more than two (2) hours' overtime in a day, he or she shall receive one (1) fifteen (15) minute rest break with pay to be scheduled by Management as near to the commencement of the overtime period as practical.

An employee who works overtime in excess of one hour shall receive a 15 minute paid break, and supper money allowance of \$5.00 or be provided a meal.

## **(j) New Posting Language**

New jobs or vacancies in present jobs will be posted on Plant bulletin boards. Applications shall be accepted for a period of five (5) working days from the date the notice is posted.

Position(s) will be filled by seniority from the applications received unless there is a less senior employee whose fitness, qualifications and ability to perform the job are greater in the Company's judgment. If the senior applicant is not awarded the position, the Union will be notified in writing by the Company and at the request of the senior applicant the Company and the Union shall meet in an attempt to resolve the matter.

If the successful applicant cannot perform the job satisfactorily after an appropriate familiarization period, he/she will be returned to his/her former position.

## **SECTION 5 - WAGES**

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- (a)** The Employer agrees to pay all persons covered by the terms of this agreement not less than the following schedule of wages, subject to provisions outlined, during such time as this agreement is in force, and provided that if an employee is receiving a wage rate in excess of the rates herein contained, such wage rates shall not be reduced by reason of the signing of this agreement.

Upon signing of this agreement, any additional classifications created, as a result of this agreement, will be awarded to the incumbent currently performing the duties, and will not be posted.

<b>Classification</b>	<b>Date of Ratification</b>	<b>Sept. 1 2010</b>	<b>Sept. 1 2011</b>	<b>Sept. 1 2012</b>	<b>Sept. 1 2013</b>
Maintenance	\$18.75	\$19.05	\$19.40	\$19.75	\$20.15
Lead Pack Off	\$16.49	\$16.79	\$17.14	\$17.49	\$17.89
Receiver	\$17.70	\$18.00	\$18.35	\$18.70	\$19.10
Truck Driver	\$18.45	\$18.75	\$19.10	\$19.45	\$19.85
Head Portion Cutter	\$18.86	\$19.16	\$19.51	\$19.86	\$20.26
Portion Cutter	\$18.38	\$18.68	\$19.03	\$19.38	\$19.78
Saw Cutter	\$18.38	\$18.68	\$19.03	\$19.38	\$19.78
Trimmer	\$17.00	\$17.30	\$17.65	\$18.00	\$18.40
Freezer Picker	\$15.90	\$16.20	\$16.55	\$16.90	\$17.30
Senior Night Shift Picker	\$18.21	\$18.51	\$18.86	\$19.21	\$19.61
Pattie Machine Operator	\$16.49	\$16.79	\$17.14	\$17.49	\$17.89
Router	\$18.21	\$18.51	\$18.86	\$19.21	\$19.61
Qualified Grinding Formulator	\$17.74	\$18.04	\$18.39	\$18.74	\$19.14
Salesperson	\$16.73	\$17.03	\$17.38	\$17.73	\$18.13
Office	\$16.25	\$16.55	\$16.90	\$17.25	\$17.65
Pack Off	\$15.90	\$16.20	\$16.55	\$16.90	\$17.30
General Duties	15.90	16.20	16.55	16.90	17.30

All pay increases shall be effective the closest payroll period end date. Pay periods run Sunday 12:00 a.m. to Saturday, 11:59 p.m. A pay increase on any day in week one of a payroll period shall be effective Sunday 12:00 of payroll week 1. A pay increase on any day in week two of a payroll period shall be effective Sunday, the following payroll pay period.

For the purpose of wage scale determination, employees who pack off meat, provide janitorial services, work in grinding, load trucks, perform general warehouse duties not classified in this section shall be classified as **General Duty/Order Pickers**.

**Maintenance employees** shall be those employees who perform repair and maintenance duties to plant machinery, equipment and buildings. The maintenance rate will only apply on hours worked on maintenance duties with management's prior approval, otherwise the individual's other classification rate will apply.

The rate for **Qualified Grinding Formulator** will only apply to hours worked while performing such function with management's prior approval. Except for such hours, the individual's regular classification rate will apply.

**Lead Pack Off** shall be the employee who is responsible for all pack off.

After a three-month probationary period, employees hired as **accredited** Meat Cutters will elevate to eighty-five per cent (85%) of the rate of **Portion Cutter**. They will then progress to the top rate in sixty-cent (\$0.60) increments every six (6) months.

The above rates are considered to be the maximum rate of pay for the classifications for all the above classifications, starting rates will be eleven dollars (\$11.00) per hour. The Company shall have the discretion to hire employees at any stage of progression based on the Company's assessment of the applicant's qualification.

Progression of wages will occur in increments of sixty cents (\$0.60) per hour, on each six (6) month anniversary of the employee's date of hire up to the maximum of the employee's classification of work.

There shall be a **Head Meat Cutter** designated in the plant.

Employees temporarily relieving the Head Meat Cutter shall receive the rate contained in the regular Wage Schedule for such a position for all time so employed, if qualified as a Meat Cutter.

A premium of one dollar (\$1.00) per hour will be paid to the designated **Industrial First Aid Ticket Attendant** and seventy-five cents (\$0.75) per hour will be paid to the designated **Safety Oriented First Aid Certificate Attendant**. The Employer will endeavour to have a first aid attendant on duty when the plant is operating.

The following classifications shall be paid a freezer premium of one dollar and fifty cents (\$1.50) per hour:

### **Freezer Picker**

An employee who is required to carry out duties in more than one classification (a minimum of four (4) hours in a day), shall have the rate applicable to the higher classification for the day of change. This shall not apply to Maintenance and Grinding formulator. All relief positions in excess of twelve (12) weeks will be posted and positions will be awarded in accordance with the seniority provision in the contract. This is only applicable where the length of absence is known prior to commencement.

With respect to the **Salesperson**, it is understood that the rate above includes all incentive program payments. The total compensation including all incentive programs will on an annual basis result in the rates stipulated above as a minimum.

The position of **Production Manager, Day Shift Manager**, and **Night Shift Manager** will be working management positions. The only other non-bargaining positions will be Branch Manager, Sales Managers, Office Manager, Credit Manager and a Buyer Manager. Any position moved to management will not replace any positions or classifications in the bargaining unit. Any position vacated by a person who is moving to management will have their bargaining unit position posted and filled.

A Trimmer after one year of achieving the top of his wage classification may test for Portion Cutter, the test will be the ability to hit the standard yield and kg per hour on the major cuts (Top Sirloin Steak, New York Steak, Tenderloin Steak and Rib Eye Steak). As portion cutters are needed the trimmers that have passed the test will be promoted by seniority. A company will have a minimum of 5 portion cutters. The standard tests are:

The kg/hr below is based on cutting hours only on finished product.

	<b>Yield</b>	<b>Kg per hour</b>
Top sirloin	56.94%	16.85
Strip loin	55.34%	35.12
Tender loin	49.83%	15.67
Rib eye	82.39%	137.57

Test to be conducted by Management on a minimum of three of the five above standards, at the request of Trimmers reaching classification. It is understood that the one year waiting period shall be waived for the individuals reclassified as Trimmers at time of ratification.

## **(b) Jury Duty**

An employee summoned to Jury Duty or Witness Duty where subpoenaed, shall be paid wages amounting to the difference between the amount paid him or her for jury service and the amount he or she would have earned had he or she worked on such days. Employees will provide a

statement from the appropriate authorities showing jury pay received.

An employee released from Jury Duty shall return to his or her job if two (2) or more hours of their normal shift can be worked. Time worked in excess of eight (8) hours, combined Jury Duty and time on the job in one (1) day, shall be paid for at overtime rates.

### **(c) Staff Meetings**

Staff meetings, whether in the plant or off the premises, shall be considered as time worked, and paid for accordingly, except for dinner meetings at which the attendance is voluntary. Such dinner meetings in excess of three (3) during each contract year shall be considered as time worked, and paid for accordingly.

### **(d) Driver Bonus Program**

The Company will pay an annual bonus to all drivers who go without any driver fault accidents with Company vehicles in a given insurance fiscal year (presently October 1 to September 30). The bonus will be two hundred dollars (\$200.00) per year, escalating by one hundred dollars (\$100.00) in each subsequent year until the driver reaches five (5) accident-free years, with a potential bonus after five (5) years of six hundred (\$600.00) dollars per annum. This bonus will be paid out in December of each year to those who have qualified during the insurance fiscal year just ended. This bonus is for drivers who have had no accidents

in which they are at fault, this is defined as being assessed with less than fifty per cent (50%) fault by the insurance company. Should the driver have an accident in any year in which he or she is assessed fifty per cent (50) or more fault and greater than the Company deductible, then they go back to zero for the purposes of this Bonus Program. To reach the maximum bonus, the accident-free years must be consecutive. The Company reserves the right to change the fault/no-fault percentage based on changes made by the insurance carrier from time to time. The following conditions will also apply:

- a) You must be employed in full-time driver status continuously during the insurance fiscal year the payout relates to. Full-time drivers are defined as drivers who have worked 1700 hours or more in the insurance fiscal year. Part-time and casual drivers do not qualify.
- b) A pro-rata adjustment will be made to the bonus based on hours worked.

For the purposes of this calculation, hours worked will include regular hours worked, overtime hours worked, time-off for vacation, paid leaves of absence and statutory holidays. Periods of absence for occupational or non-occupational sickness or injury, unpaid leaves of absences when the employee is not being paid by the Employer, shall be excluded in determining the hours worked by an employee. A full year for the purposes of this payment will be seventeen hundred hours (1,700 hours).

It is understood that if a driver fails to achieve a bonus because of a lack of qualifying hours due to absence for occupational or non-occupational sickness or injury where the employee is not paid, and he or she subsequently returns to work, their prior standing will be used to calculate for the subsequent payment levels.

## **SECTION 6 – SICK LEAVE BENEFITS**

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- (a)** Regular full-time or part-time employees shall accumulate credits at the rate of one (1) hour for each forty (40) hours of employment, up to a maximum of forty-eight (48) hours. Employees while on the CWW shall accumulate 1.25 hours for each forty (40) hours of employment, to a maximum of sixty (60) hours. Credits shall accumulate from date of full-time employment but only after completion of three (3) months full-time employment or four hundred and eighty (480) part-time hours. Paid time-off for vacation, sickness, etc., to count as time worked for purposes of determining sick leave entitlement.

The Employer shall apply any accumulated sick leave to absence due to sickness or non-compensable accidents not covered by Insured Weekly Indemnity Benefits (or similar benefits) but not to exceed the employee's normal earnings.

Sick benefits hours will be utilized for sick time taken only. No payout will be made for accumulation other than sick days taken.

The Employer shall make available to each employee, a monthly statement showing the employee's total current sick leave accumulation, upon written request.

Employees are required to provide as much notice as possible when calling in sick prior to their shift beginning. They should provide a reason as to why they are not coming to work as well as the time and date they expect to return. If an Employee is absent for three (3) days or more, they may be required prior to beginning their shift to present a doctor's note to their supervisor, the Company or the supervisor will make this request prior to their return as it deems appropriate. The doctor's note will clearly state the employee is able to return to work as a food handler or office staff employee. If they fail to present a note the Company may send them to get one at their cost before beginning their shift.

The above note also applies to those employees who have been absent on Short Term Disability, medical leave of absence, or a work related injury (WCB) where the employee is off the remainder of the injury day or beyond the date of the injury regardless of the length of absence.

For Absences of less than three (3) days, the employer will not require doctor's notes from employees unless:

1. The employee has been formally advised that their attendance record is unacceptable and that a doctor's note will be required in the future; or

2. The duration of the absence or circumstances surrounding the absence requires justification.
3. The absence is related to a work related injury as noted above.

### **(b) Workers' Compensation Make-Up**

Where a regular full-time employee is qualified for Workers' Compensation, the Employer shall make up the difference between the employee's regular straight time earnings at his or her regular hourly rate of pay and what he or she receives from the Workers' Compensation Board for the first three (3) scheduled working days of absence from the job. Thereafter the Employer shall make up the difference between seventy-five percent (75%) of the employee's straight time earnings based on his or her regular hourly rate of pay and what he or she receives from the Workers' Compensation Board for a period up to thirteen (13) weeks from the first day of absence due to injury on the job.

### **(c) Attendance Bonus Program**

The Company will provide an Attendance Bonus for those full-time employees (excluding sales representatives) who go through a given year with two sick days or less. In any year in which an employee is not absent from work in one calendar year, he or she shall receive a bonus of six hundred (\$600.00) dollars; if an employee is absent one (1) day, he or she shall receive a bonus of four hundred (\$400.00) dollars; if an employee is absent two days, he or she shall

receive a bonus of two hundred (\$200.00). This payout will commence January 1, 1994 for all eligible employees, to be paid out prior to January 31 of each calendar year. To qualify to be paid out:

- i) You must be employed at full-time status at January 31 of each year, and the employee's hire date must be prior to the entire year being calculated for payment.
- ii) Part-time or casual employees do not qualify.
- iii) You must have worked a minimum of nineteen hundred and twenty (1920) hours. For the purposes of this calculation, hours worked will include regular hours worked, overtime hours worked, time-off for vacation, paid leaves of absence and statutory holidays. Periods of absence for occupational or non-occupational sickness or injury, unpaid leaves of absences when the employee is not being paid by the Employer shall be excluded in determining the hours worked by an employee.

#### **(d) Advances on Weekly Indemnity**

During the period of time the employee's claim is being considered by the Insurance Company, and if payment is not made by the Insurance Company for Weekly Indemnity claims within two weeks of submission of the applicable claim, on the written request of the affected employee the Employer shall then advance to the employee an amount equal to his/her entitlement on a bi-weekly basis, not to

exceed a maximum total advance of eight weeks. Such written requests shall be on a form as prescribed by the Employer which includes appropriate terms and conditions associated with the advance.

Advances made by the Employer for claims later found to be invalid or payments made by the Employer which are later paid by the Insurance Company shall be returnable to the Employer based on the terms of the prescribed form.

## **SECTION 7 - HEALTH AND WELFARE PLAN**

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- (a) The Employer shall make available the following benefits or similar benefits, as mutually agreed upon between the Union and the Employer, to eligible regular full-time employees.

Employees shall be eligible for Health and Welfare benefits contained in this section on the first of the month following completion of twelve (12) months of full-time employment.

A regular full-time employee reduced to regular part-time shall continue to be classified as an eligible regular full-time employee for purposes of this Plan. For employees hired after June 15, 1993, a regular full-time employee reduced to regular part-time and terminated employees, will have coverage continued to the end of the month in which they are reduced to "part-time."

Enrollment for these benefits shall be a condition of employment for eligible regular full-time employees in the

Group Weekly Indemnity Plan, Life and Long-Term Disability Plans, except for employees as may hereafter be exempted in respect to medical and dental benefits only.

- (b)** The Company shall pay the full cost of the premiums for all Health and Welfare programs with the exception of the premiums for the Long-Term Disability Plan. The cost of the Long-Term Disability Plan will be paid for by the employee and this shall be deducted from the employee's pay cheque as required.

Totally disabled and total disability shall mean that, during the qualifying period and the 24 month period immediately following it, the member has a medical impairment due to injury or disease which prevents the member from performing, in any setting, the essential duties of the occupation in which the member participated just before the total disability started.

After the 24 month period, totally disabled and total disability mean the member is unable, because of medical impairment, to perform, in any setting, the essential duties of any occupation for which the member has at least the minimum qualifications.

The medical impairment must be supported by objective medical evidence.

The availability of work for the member does not affect the determination of totally disabled or total disability.

**(c)** The Employer will provide a B.C. Medical Care Plan, or other Medical plan that will provide similar coverage, along with an Extended Health Benefits Plan. Each member shall pay the first twenty-five (\$25.00) dollars of eligible expenses in any one (1) calendar year for him or her, and where applicable his or her family for the Extended Health Benefits Plan. The Employer shall provide with the Extended Health Benefits Plan a non-contributory pre-paid Eyeglass and Hearing Aid Plan which provides the following coverage:

Eyeglass Limit	\$200.00 per member per dependent per 24 months
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Contact Lens Limit	\$200.00 per member per dependent per 24 months
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Hearing Aid Limit	\$500.00 per member per dependent per 24 months
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Orthopaedic Footwear Limit	\$400.00 per member per dependent per 24 months
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Lifetime maximum on orthodontic coverage - \$2000.00

A claim for eyeglasses or contact lenses to be limited to one (1) claim for either one or the other in a twenty-four (24) month period.

**(d)** The Employer will provide for a Weekly Indemnity Plan. Weekly Indemnity benefits shall be paid commencing on the first (1st) day of hospitalization due to non-occupational

accident or sickness, or where no hospitalization is involved, the fourth (4th) day of absence due to sickness or accident, with a twenty-six (26) week benefit period.

The scale of Weekly Indemnity coverage for full-time employees shall be seventy-five (75%) of straight-time hourly wages. Group Life Insurance shall be \$35,000 for all qualifying employees.

The Employer agrees to pay the fee for the medical reports required by the Employer or the Insurance Company for Sick Leave or Weekly Indemnity provisions, and/or the annual medical certificate, up to a maximum of \$100.00 per employee per annum, provided receipts for such expenses are submitted. All reports to be obtained on the employee's own time.

- (e)** The Employer will provide for a Long-Term Disability Plan with coverage to sixty (60%) percent of straight-time hourly wages to a maximum monthly benefit of two-thousand (\$2,000.00) dollars.
- (f)** The Company shall continue benefit coverage provided under the terms of this contract and in accordance with the Company Health and Welfare package for a period not exceeding fifty-two (52) continuous weeks for an employee who is absent from work because of sickness or accident, (occupational or non-occupational).

- (g)** The Health and Welfare Plan benefits coverage will cease either in accordance with the terms and conditions of the carrier or upon the occurrence of any of the following:
- i) Voluntary resignation or retirement
  - ii) Discharge without reinstatement pursuant to the terms of this agreement
  - iii) Employee is absent without approved leave of absence or bona fide reason.
  - iv) Employee has not elected to continue coverage as provided for under Section 11 (h).
- (h)** The Weekly Indemnity, Life and Long-Term Disability coverage are a condition of employment.
- (i)** Should the Federal or Provincial government introduce legislation, the effect of which is to supplement or overlap existing welfare plans, the parties signatory to this Agreement agree to immediately discuss modifications of present benefits so that the total cost of the combined plans will be limited to the level outlined in this Collective Agreement, such change to be effective as of the date the plan involved is altered because of legislation referred to above.

## **SECTION 8 - DENTAL CARE PLAN**

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The Employer shall pay the full premium cost to provide dental coverage for each eligible regular full-time employee and his/her dependants at a benefit level not less than that provided by Centennial Foods Group 001 policy. The coverage shall be on the basis of Plan A - 80%; Plan B - 60%; Plan C - 50%.

A full-time employee shall be eligible for dental benefits on the first (1st) of the month following completion of twelve (12) months of consecutive full-time employment.

The Dental care plan is considered part of the Employee's Health and Welfare plan and is subject to all conditions in Section 7 of this agreement.

Members shall be entitled to dental preventative services once every six (6) months.

## **SECTION 9 - VACATIONS WITH PAY**

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**(a)** A "year of service" for purposes of paid vacation shall mean seventeen hundred (1700) hours of employment. Hours for these purposes shall include all time absent on paid vacation, paid statutory holidays, and time lost due to sickness or accident; this will apply to time lost not exceeding fifty-two (52) consecutive weeks.

For the purposes of paid vacation where the services of an employee are retained by a purchaser of the business, his or

her services shall be deemed to be uninterrupted by the sale or purchase of the business, and shall be binding upon the purchaser.

- (b)** For employees employed on or before December 31, 1990, the following vacation schedule will apply:

Employees with "one (1) year of service" but less than three (3) consecutive "years of service" shall receive two (2) weeks of vacation with pay annually.

Employees with three (3) or more consecutive "years of service" shall receive three (3) weeks' vacation with pay annually.

Employees with eight (8) or more consecutive "years of service" shall receive four (4) weeks' vacation with pay annually.

Employees with thirteen (13) or more consecutive "years of service" shall receive five (5) weeks' vacation with pay annually.

Employees with eighteen (18) or more consecutive "years of service" shall receive six (6) weeks' vacation with pay annually.

Employees with twenty-three (23) or more consecutive "years of service" shall receive seven (7) weeks' vacation with pay annually.

For employees hired after December 31, 1990 the following vacation schedule will be in effect:

Employees with one year of service but less than four (4) years of service shall receive two (2) weeks of vacation with pay annually.

Employees with four (4) or more consecutive years of service shall receive three (3) weeks' vacation with pay annually.

Employees with ten (10) or more consecutive years of service shall receive four (4) weeks' vacation with pay annually.

Employees with twenty (20) or more consecutive years of service shall receive five (5) weeks' vacation with pay annually.

- (c)** Vacation pay for vacation provided in sub-section (b) of this Section shall be computed on the basis of forty (40) hours' pay or two percent (2%) of the employee's earnings for the employee's calendar year prior to leaving on vacation, whichever is the highest, for each week of paid vacation to which the employee is entitled. Employees must take vacation to which they are entitled and cannot receive pay in lieu of vacation, except as hereinafter provided. Vacations must be taken in units of not less than one (1) week.

In the event of absence of other staff due to sickness or accident, the Company may pay in lieu of vacations in excess of two weeks with mutual agreement.

- (d)** Two (2) weeks of an employee's paid vacation shall be consecutive and given during the regular vacation period, April 1st to September 30th.

The employees shall choose these weeks of paid vacation on a seniority basis, commencing with the most senior employee. Selection of vacations shall commence no later than February 1st of each year and be completed no later than February 28th.

Where employees are entitled to three (3), four (4), five (5), six (6), or seven (7) weeks of paid vacation, the additional week, or weeks, shall be scheduled as above, but at times mutually agreeable to the employee and the Employer.

Employees entitled to four (4) weeks' paid vacation shall receive their additional two (2) weeks consecutively unless the employee and the Employer mutually agree otherwise. Employees entitled to five (5), six (6), or seven (7) weeks' paid vacation shall also receive two (2) of their additional weeks' vacation consecutively unless the employee and the Employer mutually agree otherwise.

- (e)** When a statutory holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one in which the employee would have received had he or she been working. The extra

vacation day will be scheduled, subject to Operational Requirements, on one of the days adjacent to the Employee's vacation. If this is not possible, it will either be scheduled on a mutually agreeable day between the Company and the Employee or paid out by mutual agreement.

- (f)** Employees who work a minimum of fourteen hundred and fifty (1450) hours each calendar year for three (3) consecutive years, but who do not otherwise qualify for three (3) weeks' vacation with pay, shall be entitled each year in which they qualify, to six percent (6%) of their current year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof. Paid statutory holidays and vacations are considered as time worked.
- (g)** Where an employee has worked throughout a calendar year for the same Employer, but for less than seventeen hundred (1700) hours of that calendar year so that he or she has not earned an annual holiday, and where his or her employment with that Employer has not terminated, the Employer shall, in lieu of an annual holiday, pay to the employee, notwithstanding that he/she had not earned an annual holiday, an amount equal to four percent (4%) of the employee's total wages and salary earned from that Employer during the calendar year.

The pay to which the employee is entitled pursuant to this sub-section (g) shall be paid to the employee within thirty (30) days after the completion of the calendar year.

**(h)** Employees terminating their employment shall receive payment for vacation allowance in an amount equal to four (4 %) percent of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid, provided however, employees entitled to three (3), four (4), five (5), six (6), or seven (7) weeks' vacation, under the provisions of Section 9, sub-section (b) of this Agreement, shall upon termination of employment, receive an additional two (2%), four (4%), six (6%), eight (8%) or ten (10%) percent respectively, of the total wages and salary earned by the employee during the period of employment for which no vacation has been paid, provided they give the Employer two (2) weeks' notice in writing if they terminate.

## **SECTION 10 - PENSION PLAN**

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- (a)** The Company agrees to make contributions on behalf of the employees within the bargaining unit to the Canadian Commercial Workers Industry Pension Plan, hereinafter called "The Plan", in accordance with Item 2 of this section.
- (b)** The Company shall make contributions to The Plan based on straight-time hours paid by the Company to the employees covered by this Agreement to a maximum of forty (40) hours per week.

The contributions to The Plan shall be ninety cents (.90) per hour. At June 27<sup>th</sup>, 2010 the Employer will reduce the CCWIPP contributions to eighty (\$0.80) and provide forty

(\$0.40) cents per hour contribution towards the Financial Improvement Plan subject to FSCO approval of the plan.

The Employers responsibility is limited to providing the contributions to CCWIPP set out and informing the administrators of the eligible employees and their pertinent information."

## **SECTION 11 - MISCELLANEOUS**

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### **(a) Wearing Apparel**

The Employer shall furnish smocks and aprons to each employee and shall pay for laundering of same. Appropriate coats for use in refrigerated units will be provided for employees constantly working in low temperatures. The number of coats supplied shall be determined by the Employer. Each year, upon presentation of a bona fide purchase invoice, the Employer will reimburse all employees (except office and salespersons) with the cost of C.S.A. approved safety boots up to a maximum of one hundred twenty five dollars (\$125.00) which shall be cumulative to a maximum of two (2) years.

### **(b) Safety**

Both parties to this Agreement are committed to a safe working environment for all of the employees. Both parties agree that a diligent effort should be made to take action to reach this goal.

If and when there are sufficient employees to warrant same, a Joint Safety Committee will be established and have at least two (2) employees selected by the employees in the bargaining unit and an equal number of representatives appointed by the Employer. A Union Representative shall be entitled to attend meetings of the Committee as an observer.

Whenever possible there shall be a designated qualified First Aid Attendant appointed in the plant.

The Employer will pay cost of recognized and approved training for a back-up First Aid Attendant. Further, the opening will be subject to the posting procedure detailed in Section 12(e). Such training will take place on the employee's own time.

### **(c) Visits of Union Representatives**

After first notifying the Plant Manager or, in his absence, the person in charge, duly authorized full-time representatives of the Union shall be entitled to visit the plant for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. Interviews shall take place during rest and meal periods.

Union Representatives shall be permitted to check employee time cards, including work schedules, and in the event of any discrepancies, they shall be presented under Section 14 of this Agreement.

#### **(d) Picket Lines**

The Employer agrees that in the event of a legal picket line of another trade union being in existence at any of the Employer's customers' place of business, the Employer will in no way require or force members to report behind such a picket line. Nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at his or her place of work.

#### **(e) Union Dues Statement**

Annual Union Dues deductions shall be entered on the employee's T-4 slip.

#### **(f) No Discrimination**

Both the Employer and the Union endorse the principles outlined under the B.C. Human Rights Act wherein it is illegal for either the Employer, Employees and/or the Union to discriminate in respect to employment or membership in the Union because of race, creed, colour, sex, sexual orientation, nationality, ancestry, or place of origin.

The parties agree that all employees should be able to enjoy a work environment free from all forms of discrimination, including sexual harassment.

Allegations of discrimination shall be dealt with promptly and with respect for confidentiality.

The parties agree an educational program acceptable to the Employer may be presented to all employees by the Union. This may include the use of Employer time, with prior consent, to inform employees of their rights and obligations in this area.

### **(g) Tools**

The Company shall furnish all knives, steels, whetstones, etc., including tools for maintenance work, which are necessary for the work of the employees using them, subject to the establishment of such regulations as are necessary to prevent abuse. Such tools and working equipment shall remain Company property.

## **SECTION 12 - SENIORITY**

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**(a)** Seniority shall mean length of continuous service with the Employer in the bargaining unit. One (1) seniority list shall be established for all employees.

Not later than four (4) weeks after the signing of the Collective Agreement, the Employer agrees to provide the Union with a seniority list, as referred to above, and be revised every six (6) months.

### **(b) Right of Grievance**

It is understood the provisions of this Section are subject to Sections 13 and 14 of this Agreement.

Any employee who is laid off or fails to receive hours of work to which he or she is entitled to according to the provisions of this Section shall be compensated for the hours involved in any such violation at his or her regular rate of pay.

**(c) Lay-offs, Reduction of hours of work and Re-call of Employees:**

- i) In layoffs, the reduction and increase of hours and re-call of employees, seniority shall govern unless there is a less senior employee whose fitness, qualifications and ability to perform the job are greater.
- ii) The Employer agrees to give employees one (1) week's notice in writing prior to layoff or reduction of hours. Such notice shall not be required in cases of layoffs, reduction of hours due to fire, flood or other cases of *force majeure*.

**(d) Employees laid off or having hours reduced shall be offered available work in accordance with the above, provided:**

- i) No more than six (6) months has elapsed since the last day worked by the employee.
- ii) The employee reports for duty within twenty-four (24) hours from the time he or she is contacted with the following exceptions:

If an employee, when contacted, for proper and sufficient reason is not immediately available to commence work, the next employee on the list can be hired temporarily. If the contacted employee cannot report for work until three (3) working days later, he or she shall exchange his or her seniority with the next employee on the list who is immediately available for employment, until he or she is recalled, at which time he or she shall resume his or her original seniority status. If he or she does not report in one (1) calendar week from date of recall without proper or sufficient reason, he or she shall be dropped from the seniority list.

The Employer shall notify the Union if they cannot contact an employee with seniority, and shall provide the Union with the last known address and telephone number of such employee in order to ensure that every endeavour has been made to call the employee to work. If the Union is unable to contact the employee within five (5) working days immediately following receipt of advice from the Employer, or if the employee is contacted and refuses the employment without proper and sufficient reason by the end of the five (5) day period, the employee will be dropped from the seniority list.

- (e) New jobs, or vacancies occurring in present jobs, will be posted on Plant Bulletin Board. Applications shall be accepted for a period of two (2) working days from the date

notice is posted. Present employees, on a seniority basis, will be given first consideration in filling such jobs or vacancies, provided however, the employee who is affected has the ability to competently perform the work involved.

### **SECTION 13 - TERMINATIONS, NOTICE REQUIRED, OR PAY REQUIRED IN LIEU OF NOTICE IN CASES OF TERMINATIONS**

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**(a)** Commencing after thirty (30) days from date of employment, employees, when terminated by the Employer, unless guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave, unless having a bona fide reason for such absence, shall receive notice in writing or pay in lieu of notice as follows:

After first thirty (30) calendar days up to two (2) years of continuous service, one (1) week's notice in writing or one (1) week's wages in lieu thereof.

From two (2) years up to five (5) years' continuous service, two (2) weeks' notice in writing or two (2) weeks' wages in lieu thereof.

More than five (5) years' continuous service, four (4) weeks' notice in writing or four (4) weeks' wages in lieu thereof.

- (b)** Sub-section (a) shall not invalidate an employee's right to process his or her termination and to be re-instated, as set out in this Section.
- (c)** Employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time, shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time unless terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave, except where the employee has a bona fide reason for such absence.
- (d)** No employee shall be terminated without proper cause, and no employee shall be discriminated against for any lawful union activity, or for reporting to the Union the violation of any provision of this Agreement.
- (e)** Any employee alleging wrongful termination may place his or her allegation before the Union, and if the Union considers that the objection of the employee has merit, the termination shall become a grievance, and be subject to the grievance procedure as established by this Agreement.
- (f)** Termination of an employee during the first six (6) months of his or her employment or any extended period mutually agreed upon, shall not be subject to dispute or grievance by either the Union or the employee during the terms of this Collective Agreement. The probationary period may be extended by mutual agreement between the Union and the Employer.

(g) In the event that an employee has been terminated without proper cause, he or she shall be re-instated and shall receive pay for time lost following termination and prior to re-instatement, in an amount sufficient to make up the difference between any monies received by that employee for other employment, and his or her full pay.

(h) After absence due to illness or injury, an employee must be returned to his or her job when capable of performing their previous duties provided that such absence does not exceed twelve (12) months, except in the case of employees absent while on Workers' Compensation.

(i) Grievances involving termination of an employee must be submitted to the Employer in writing within fourteen (14) calendar days from the date notice of termination is given in writing to the employee, or fourteen (14) calendar days from the date the employee is informed of their termination where pay is given in lieu of notice, or be waived by the aggrieved party. Where notice in writing is given rather than pay in lieu of notice, the period of such notice shall commence at the time such notice is received by the employee.

**(j) Severance Pay on Closing of Plant**

In the event there is a sale or transfer or a permanent closure of the plant or part thereof causing a regular full-time employee to lose his or her employment, the Company hereby agrees to pay such an employee severance pay at his or her regular rate of pay accordingly to the following schedule:

**Full-time Consecutive Service**

**Severance Pay**

Up to two (2) years

One (1) week.

Over two (2) years

One (1) week's pay for every year of full-time service to a maximum of fifteen (15) weeks.

This clause does not apply to a temporary layoff, full-time employees who accept other full-time or part-time employment with the Company, or to regular full-time employees who lose employment and are re-instated within thirty (30) days to a full-time status.

Employees who qualify shall not be entitled to the following benefits contained in this sub-section pertaining to normal termination.

- (k)** An employee who terminates and alleges he or she did so under provocation shall upon request have his or her case reviewed by the applicable Management Representative and shall have the right to have a full-time Union Representative in attendance during such review. Such review shall take place within two (2) working days of the termination.

## **SECTION 14 - GRIEVANCE PROCEDURE**

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Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance.

Grievances shall be presented in writing within fourteen (14) calendar days from the event giving rise to the grievance and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union Representative or Representatives, and the Employer Representative or Representatives, shall meet and in good faith shall earnestly endeavour to settle the grievance submitted.

If a satisfactory settlement cannot be reached, or if the party on whom the grievance has been served, fails to meet the other party within thirty (30) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration or, if the parties mutually agree, to a single arbitrator acceptable to both parties.

## **SECTION 15 - BOARD OF ARBITRATION**

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The Board of Arbitration shall be composed of three (3) members and shall be established as follows:

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Employer and the Union

shall each select a Representative to serve on the Board of Arbitration. The Representative of the Employer and the Representative of the Union shall, within five (5) days (excluding Sundays and holidays) after they have both been selected, choose an additional member to act as Chairman. In the event of failure of the nominee of the Union and the Employer to agree upon a Chairman within the five (5) day period specified, the Minister of Labour for British Columbia shall be immediately requested to name a third member who shall act as Chairman of the Board of Arbitration. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.

No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitration Board shall be in writing and shall clearly specify the nature of the issue.

In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the impartial Chairman shall be borne equally by the Employer and the Union, unless otherwise provided by law.

The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties. A decision of a majority of the Board of Arbitration shall be deemed to be a decision of the Board.

## **SECTION 16 – LEAVES OF ABSENCE**

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### **(a) Leave of Absence**

- 1) After the completion of one (1) year of service, employees may be granted a leave of absence without pay upon a showing of justifiable reasons. Requests for such leaves shall be in writing and the Employer shall answer such requests in writing. Such leaves of absence may be extended for additional periods for justifiable reasons and upon written request.

The length of the leave of absence shall be at the discretion of the Employer.

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 himself or herself.

- 2) During leave of absence or lay-off, the employee may elect to continue benefit coverage for the following benefits, provided they reimburse the Company for the cost of such benefits. The maximum period for which such coverage may be extended is three (3) months of leave of absence or lay-off. The reimbursement must be in advance of each month of coverage and prior to the first of the month. It is agreed that coverage for the balance of the month in which the leave of absence or lay-off commences, will be maintained by the Company.

Extended Medical, Including Group Insurance  
B.C. Medicare  
Life Insurance  
Dental Care

**(b) Maternity and Parental Leaves**

Maternity and Parental Leave shall be in accordance with the Employment Standards Act of British Columbia.

**(c) Time Off for Union Business**

The Employer agrees that employees chosen for such purposes shall be given time off without pay in order to attend Union Conventions, or participate in negotiations involving the Employer, providing it doesn't interfere with the normal operation of the business. The number of employees in excess of one (1) granted leave of absence for these purposes shall be determined by mutual agreement. The Union shall notify the Employer at least one (1) week in advance of the commencement of all such leaves of absence.

Upon at least one (1) week's prior notice by the Union, the Employer agrees to grant one (1) employee a one (1) month's leave of absence without pay to attend to Union business. It is further agreed such leaves of absence may be renewable from month to month by mutual agreement of the Employer and the Union.

## **(d) Funeral and Bereavement Leave**

In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay. The length of such absence shall be at the discretion of the Employer. The term "immediate family" shall mean spouse, common-law spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, or any relative living in the household of the employee.

Notwithstanding the foregoing, if the death is a case of spouse, common-law spouse, father, mother or child, the employee shall be entitled to one (1) week leave of absence with pay. It is understood that in the case of a part-time employee, the compensation shall be the average hours worked during the preceding four (4) weeks.

Employees may split their entitled time off between bereavement and time of service.

Employees may request up to five (5) working days of vacation time, banked overtime, or unpaid leave for time off in the event of the death of other family members not listed above.

## **(e) Military Leave**

An employee who is a member of the Canadian Armed Forces, including the Primary Reserve, and who is part of an operational deployment will, upon two (2) weeks' notice

where possible, be granted a leave of absence without loss of seniority. Employees may be required to provide documentation to support the leave request.

**(f) Family Responsibility Leave**

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibility related to:

- a) the care, health or education of a child in the employee's care; or
- b) the care or health of any other member of the employee's immediate family

**SECTION 17- EXPIRATION AND RENEWAL**

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Except as otherwise provided herein, this Agreement shall be effective from September 1, 2009 (unless specifically stated otherwise) to and including the 31st day of August 2014, and thereafter from year to year unless the notice hereinafter mentioned is given. If such notice is given, the provisions contained in this Agreement shall not be altered or changed until a new Collective Agreement is reached or a legal strike or lockout notice is given by one party to the other.

Subject to the foregoing, either party may, within four (4) months prior to August 31, 2009, or any subsequent anniversary

thereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

The Employer and the Union mutually agree to exclude the operation of Section 50 (2) and 50 (3) of the Labour Code of British Columbia Act and the same shall not be applicable to this Agreement.

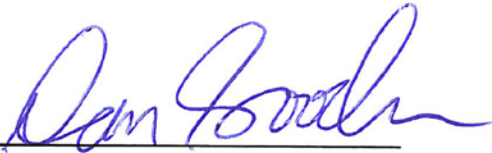
SIGNED THIS 27<sup>th</sup> DAY OF MAY, 2010

FOR THE UNION:

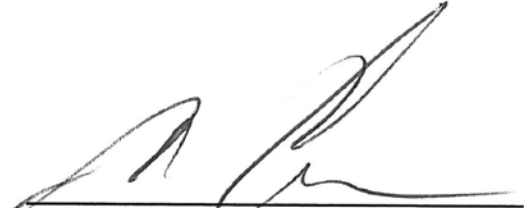
FOR THE EMPLOYER:

UNITED FOOD &  
COMMERCIAL  
WORKERS UNION,  
LOCAL NO. 247:


CENTENNIAL FOODS:



DAN GOODMAN



GARTH McCANN



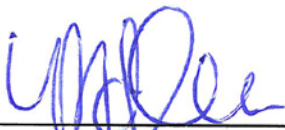
CATHY SHANNON



DAVID CARRIERE



BRIAN HOLMES



MONTANA LEE

## **LETTERS OF UNDERSTANDING**

### **NO. 1 - RE: MAINTENANCE OF HEALTH AND WELFARE BENEFITS**

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The Company shall maintain the general level of benefits currently in place pertaining to Health and Welfare, and Dental benefits for the term of this current Agreement, expiring August 31, 2014.

The Union recognizes that from time to time the Company may change Insurance Underwriters whose detailed benefits schedules may vary between Companies. In addition, from time to time, certain coverages may be added or subtracted by the Underwriter for such things as specific dental or medical procedures, covered prescription drugs, rules of where and how drugs may be purchased (e.g.: if a drug card is introduced), etc. Such types of changes shall not be construed as being a change in the "general level of benefits currently in place" under this Letter of Understanding.

### **NO. 2 – RE: CERTIFICATION**

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In the event the Centennial Plant at 108 – 12759 Vulcan Way, Richmond, B.C. is moved to another location in the lower mainland the Employer agrees that it will not oppose a variation sought by the UFCW Local 247 to amend the certification to reflect the change in civic address.

## **NO. 3 – RE: PRODUCTION MANAGER**

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Between: United Food & Commercial Workers Local 247

And: Centennial Foods

Re: Production Manager

The parties agree to add a second position of Production Manager to the list of working manager positions listed in the collective agreement under Section 5 – Wages (a) paragraph 20.

This addition will be for the balance of the current collective agreement expiring this 31st day of August, 2014.

**SIGNATURES FOR ALL LETTERS OF UNDERSTANDING**

SIGNED THIS 27<sup>th</sup> DAY OF MAY, 2010.

**FOR THE UNION:  
UNITED FOOD &  
COMMERCIAL  
WORKERS UNION,  
LOCAL NO. 247:**

  
\_\_\_\_\_  
DAN GOODMAN

  
\_\_\_\_\_  
CATHY SHANNON

  
\_\_\_\_\_  
BRIAN HOLMES

  
\_\_\_\_\_  
MONTANA LEE

**FOR THE EMPLOYER:  
CENTENNIAL FOODS:**

  
\_\_\_\_\_  
GARTH McCANN

  
\_\_\_\_\_  
DAVID CARRIERE

March 5, 2010

Garth McCann  
Centennial Foods

**Re: Plant Cleaning**

Dear Garth:

As per our discussions in the recent set of negotiations the Union agrees that if the Company finds itself in the situation of being unable to properly staff the plant cleaning services , the parties will meet to discuss possible alternatives which may include contracting out these duties.

Any agreement as a result of these discussions will be attached to the current Collective Agreement as a Letter of Understanding and entered into with the agreement of both parties.

Dan Goodman  
Director of Bargaining  
UFCW Local 247

March 4th, 2010

To UFCW Local 247

**Subject: Shaun Evans' Premium**

If a new contract results in an elimination of the Head Receiver's premium of \$1.50 per hour, Centennial agrees to preserve this premium as part of Shaun's wages and he will not be adjusted downward due to this change in the contract.

In the event that Mr. Evans is reclassified, his wages will be adjusted to reflect his new role.

Garth McCann  
Branch Manager  
Centennial Foodservice  
Richmond Branch

# NOTES

# NOTES