

# COLLECTIVE AGREEMENT

Between

**COLD LOGIC CORPORATION**

And



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

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

**FIRST PRINTING**

**TERM OF AGREEMENT**

**October 17, 2010 to January 31, 2021**



Dear Member:

This is your Union Collective Agreement. 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.

SUZANNE HODGE  
President

DAN GOODMAN  
Secretary-Treasurer

**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, Local No. 247**

**HEAD OFFICE  
200-14936 32nd Avenue  
Surrey, BC V4P 3R5**

Phone: (604) 535-8329 Toll-Free: 1-800-667-2205  
Fax: (604) 535-6976

**203 – 307 Banks Rd.  
Kelowna, BC V1X 6A1**

Phone: (250) 861-9247 Toll-Free: 1-800-990-8329  
Fax: (250) 861-9047

**3943B Quadra Street  
Victoria, BC V8X 1J5**

Phone: (250) 361-4762 Toll-Free: 1-888-361-8329  
Fax: (250) 361-4752

**307 – 1717 3rd Avenue  
Prince George, BC V2L 3G7**

Phone: (250) 561-2063 Toll-Free: 1-877-561-2069  
Fax: (250) 561-2064

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# **AGREEMENT**

This Collective Bargaining Agreement is entered into this 15<sup>th</sup> day of October, 2010 between Cold Logic ("Company"), located at 9385 200<sup>th</sup> Street in the Town of Langley, BC and 3023 188<sup>th</sup> Street in the Town of Surrey, BC, and United Food & Commercial Workers Local 247 ("Union").

## **ARTICLE 1 - PURPOSE AND RECOGNITION**

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**1.01** The Company recognizes the Union as the exclusive collective bargaining agent of all employees of Cold Logic located at 9385 200<sup>th</sup> Street in the Town of Langley, BC and 3023 188<sup>th</sup> Street in the Town of Surrey, BC, save and except supervisors, those above the rank of supervisor, office, clerical, sales, inventory control, quality control, facility maintenance, sanitation, lumpers, auditors, wms type controllers and drivers.

## **ARTICLE 2 - UNION SECURITY AND DUES CHECK-OFF**

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**2.01** It is agreed that all current, new and probationary employees of the Company, shall, as a condition of employment, become and remain members in good standing as provided in the Constitution and By-laws of the Union. All current employees who have not already done so, new and probationary employees will be required to sign an application for membership and

authorization for check off of dues and initiation fee, supplied by the Union to the Company.

**2.02** The Local Union copy of this form will be completed within one (1) week of the employees hire and forwarded to the Local Union Financial Secretary at the time of dues remittance.

**2.03** The Company agrees to deduct from the wages of each employee, initiation fees, Union dues, and assessments that are authorized by a regular and proper vote of the membership of the Union. It is the responsibility of the employee to maintain membership in good standing as outlined in the International Constitution and the Local Union Policy. The Company further agrees, automatically, to deduct Union dues from the wages of new employees.

**2.04** All dues and initiation fees deducted must be remitted by cheque to the Local Union Financial Secretary within fifteen (15) working days, of the month following the deductions, along with a list of names and the amount of each deduction. The Union agrees to hold the Company harmless in any dispute arising from payment of dues or Union-related fees.

## **ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT**

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- 3.01** The Company and the Union agree that neither will discriminate against any employee with respect to any term or condition of employment to the extent set out in the BC Human Rights Code or any other applicable legislation. Similarly, both parties are committed to providing a harassment free workplace.
- 3.02** Where the term spouse or partner is used in this Agreement, it shall also mean same-sex spouse or partner.
- 3.03** Where the masculine pronoun is used it shall mean and include the feminine pronoun where the context applies.

## **ARTICLE 4 - MANAGERIAL RIGHTS**

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- 4.01** Except as specifically limited by the express provisions of this Agreement, the Company retains exclusive right to exercise all management rights or functions.

These shall include:

- a) The right to formulate, enforce, revise and administer rules, policies and procedures covering the operations including but not limited to attendance, discipline and safety.

- b) The right to discipline or discharge for just cause.
- c) The right to select the products to be handled, choose customers, determine the methods and scheduling of shipping, receiving and warehousing, determine the type of equipment or vehicle used and the sequence of operating processes within the facility, determine the size and character of inventory and to introduce different shipping, receiving and warehousing methods. Without restricting the generality of the foregoing, the Union agrees that the Company has the right to study or introduce new or improved production methods or facilities
- d) The right to establish work schedules, to determine the number of employees necessary to operate any department, or classification of the Company, to determine management organization for each department, to hire, layoff, suspend, promote, transfer and demote, to assign work on a temporary and permanent basis, to establish or revise reasonable performance and quality standards.

**4.02** It is agreed that listing of the foregoing management rights shall not be deemed to exclude other rights of management not specifically listed.

## ARTICLE 5 - GRIEVANCE PROCEDURE

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

**5.02** Grievances must be submitted to the Company, in writing, not later than seven (7) days from the event giving rise to the grievance, or it shall be waived by the aggrieved party.

**5.03** The procedure for adjustment of grievance and disputes by an employee shall be as follows:

Step 1: Within seven (7) days of filing the grievance, the employee, with or without Shop Steward, must attempt to resolve the grievance with his immediate supervisor. If a satisfactory settlement cannot be reached within seven (7) days of the meeting outlined in this step, the Union may appeal to the General Manager.

Step 2: The Union representatives may take up the matter with the Company's General Manager or designee. If a satisfactory settlement cannot be reached within fourteen (14) days of the meeting

held in Step 1, the matter may then be referred to Arbitration, which is outlined in Article 6.

**5.04** Unless the parties agree otherwise in writing, the withdrawal or settlement of a grievance will not operate as a precedent or a prior practice for any subsequent situations.

## **ARTICLE 6 - ARBITRATION**

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**6.01** Either of the parties may, within thirty (30) days of a decision at Step 2 of the Grievance Procedure, notify the other party in writing of its desire to submit the grievance to arbitration.

**6.02** The parties may mutually agree to select a single arbitrator. If the parties do not agree on a single arbitrator within ten (10) days, either party may make a request for the appointment of an arbitrator by the Minister of Labour for British Columbia.

**6.03** In rendering a decision, the arbitrator will be governed and limited by this Agreement's provisions, applicable law and the expressed intent of the parties as set forth in this Agreement. The arbitrator will have no authority to add to, subtract from, or modify any of the terms and provisions of this Agreement. The arbitrator's decision will be final and binding upon the parties, unless the arbitrator fails to comply with this Article.

**6.04** The parties shall each pay one-half the remuneration and expenses of the arbitrator.

## **ARTICLE 7 - SENIORITY**

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**7.01** Seniority will be established and maintained for all employees in the bargaining unit, and is defined as an employee's most recent period of continuous service with the Company.

**7.02** All full-time employees' names will appear on a seniority list as of their date of hire, and be revised every month and posted on plant notice boards. A copy of this list will be given to the Union Representative.

**7.03** Employees will be regarded as probationary employees for the first eight hundred and forty hours of their employment. Effective January 1, 2012, the probationary period will be shortened to five hundred twenty (520) hours. Seniority will start from the first date of hire and the employee's name will appear on the seniority list in order of the respective date of hire. During the probationary period new employees may be discharged by the Company due to unsuitability, at its discretion. Probationary employees shall not be eligible for any fringe benefits unless mandated by law or unless otherwise provided by the specific terms of this Agreement.

**7.04** Employees hired on the same day will have their seniority standing determined by alphabetical order of their last name, on the date of hire, with "a" being the most senior. The status of an employee's seniority will not change because of a name change.

## **ARTICLE 8 - LOSS OF SENIORITY**

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**8.01** Seniority rights shall cease and bargaining unit employment shall terminate for any of the following reasons:

1. If an employee voluntarily quits.
2. If an employee is discharged for just cause.
3. If an employee misses three (3) consecutive shifts without prior and proper notice unless circumstances beyond the control of the employee prevent such notice.
4. If an employee fails to report for work within three (3) days after receipt of registered notice of recall, unless a satisfactory reason is given.
5. If an employee is laid off for a period of six (6) months, or for a period of time equal to his accumulated seniority, whichever is less.

6. If an employee fails to return to work upon the conclusion of an approved leave of absence without reasonable cause, or if an employee uses an approved leave of absence for reasons other than represented to the Company.
7. If an employee accepts a position with the Company outside of the bargaining unit for a period exceeding sixty (60) days.
8. If an employee fails to take a medical examination required by a duly qualified medical practitioner.
9. If an employee retires.

**8.02** Employees must provide the Company with their address and telephone number immediately upon employment. Thereafter, employees must provide the Company with any change to their address or telephone number. This information will be provided on Company forms. Employees shall retain a signed copy of this form. Failure to comply with this Article will relieve the Company of any obligation to comply with any part of this Agreement where this information is necessary for compliance.

## **ARTICLE 9 - LAYOFF AND RECALL**

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- 9.01** The term "layoff" shall be defined as a reduction in the working force which arises from a shortage of work of two (2) weeks or greater that results in the elimination of a position. The Company will give at least seven (7) days notice of anticipated layoffs to employees and the Union where possible.
- 9.02** In the event of a layoff, probationary and floater employees will be laid off first. The Company shall then layoff regular full time employees in reverse order of seniority on a bargaining unit wide basis.
- 9.03** Employees will be recalled in the reverse order in which they were laid off provided that the employees being recalled have the qualifications and certifications to perform the work.
- 9.04** The Company will provide the Union Representative a copy of the layoff notices, the list of employees to be laid off or recalled, as well as copies of cancellation of layoff notices.
- 9.05** A reduction of the work force for a period of less than two (2) weeks will not be considered a layoff. In these circumstances the Company will adjust the workforce by canvassing for volunteers within the affected classification(s) and department(s) and granting leave based on seniority. If following this procedure there

remains a need to adjust the workforce further, the most junior employee(s) in the affected classification(s) and department(s) will be displaced.

**9.06** An employee because of a lack of qualification or certification who may be laid off out of line of seniority, or who may not be recalled by seniority will be given a seven (7) day training period to become qualified.

## **ARTICLE 10 - CLASSIFICATIONS AND MINIMUM HOURLY RATES**

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**10.01** General Warehouse - The following are the minimum hourly rates of pay for all full-time employees covered by the terms of this Agreement:

Departments: Warehouse  
 Classifications: Lift Truck Operator, Selector, Loader

	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019
Start	\$14.00	\$14.00	\$14.25	\$14.50	\$15.00	\$15.50	\$16.50	\$17.00	\$17.00	\$17.50
2080 Regular Hours	\$15.00	\$15.00	\$15.25	\$15.50	\$16.00	\$16.50	\$17.00	\$17.50	\$18.00	\$18.50
4160 Regular Hours	\$16.00	\$16.00	\$16.25	\$16.50	\$17.00	\$17.50	\$18.00	\$18.50	\$19.00	\$19.50
6240 Regular Hours		\$17.00	\$17.25	\$17.50	\$18.00	\$18.50	\$19.00	\$19.50	\$20.00	\$20.50
8320 Regular Hours				\$18.00	\$18.50	\$19.25	\$20.00	\$20.50	\$21.00	\$21.50

- 10.02** All wage upgrades including progression increases are effective the beginning of the first pay period following the identified dates above.
- 10.03** The Company may, from time to time, introduce, modify, or eliminate an incentive program. Any program would be in addition to the prevailing wage progression scales. If the Company eliminates the incentive program during the life of this Agreement, the Union will have the right, within thirty (30) days of the effective date of the incentive plan elimination, to open the Agreement for wage negotiations. If the Union exercises this option, Article 28, Strikes and Lockouts, will be suspended until wage negotiations have been concluded.

## **ARTICLE 11 - FLOATER EMPLOYEES**

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- 11.01** The parties agree that the Company has the right to utilize floater employees. The use of floaters will be limited to twenty percent (20%) of regular full-time work hours. However, the use of a floater to replace a full-time employee who is absent for any reason will not be counted against the limitations on the use of floaters.
- 11.02** Floater employees will have a separate seniority list, the use of which shall be limited to determining the order in which the floater employees can apply for full-time positions. If a floater employee, applying for full-time position, has not completed his probationary period prior

to electing regular, full-time status, the probationary period must be completed before the employee will be considered a regular, full-time employee.

- 11.03** Floater employees will be offered regular, full-time positions before the Company hires from the outside. The seniority date for a floater employee electing regular, full-time status will be the date they are granted regular, full-time status.
- 11.04** Floater employees will be paid \$2.00 an hour below the regular, full-time wage scale.
- 11.05** Eligibility for paid time off and fringe benefits for floater employees who work thirty-two (32) hours of work or less per week will be governed by the ESA. Floaters who work more than thirty-two (32) hours of work a week will be entitled to all contractual time off and fringe benefits. To meet this standard, floaters must work more than thirty-two (32) hours per week for twelve (12) consecutive weeks. Once this standard has been met, it will be maintained unless the floater works less than thirty-two (32) hours per week for twelve (12) consecutive weeks.

## **ARTICLE 12 - OVERTIME PAY**

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- 12.01** All hours worked in excess of eight (8) or ten (10), as applicable, on a daily basis, or 40 hours a week will be paid at the overtime rate of one and one half (1.5) times the employees regular hourly wage rate. All hours worked in excess of twelve (12) hours in a day will be paid at the overtime rate of two (2) times the employee's regular hourly wage rate.
- 12.02** There will be no pyramiding of overtime. Holiday premium pay will be considered overtime for purposes of this pyramiding prohibition.

## **ARTICLE 13 - HOURS AND SCHEDULES OF WORK**

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- 13.01** The regular work week shall consist of five (5) days of eight (8) consecutive hours, or four (4) days of ten (10) consecutive hours. The Company retains the right to establish various shift configurations provided that such shifts are in accordance with applicable legislation.
- 13.02** Work weeks and starting times for employees will be established to meet the requirements of the Company. Starting times will be posted no later than Friday of the previous week. This shall not be construed as a guarantee of any hours of work in a day or work week.

- 13.03** Upon providing at least two weeks` notice to employees and the Union, the Company may alter the regular start times. Emergency situations (power failure, Acts of God, fire, computer breakdown, and the like), may require a temporary change to starting times. In this case the Company will make every reasonable effort to notify affected employees at least four (4) hours before their scheduled start time.
- 13.04** Employees will receive an unpaid thirty (30) minute meal period which shall be scheduled, consistent with production requirements, in the middle of an employee's shift.
- 13.05** Employees will receive a paid fifteen (15) minute rest period during the first half of their shift and a second, paid fifteen (15) minute rest period in the second half of their shift. In addition, employees who are scheduled to work daily overtime of at least two (2) hours will receive a third, paid fifteen (15) minute rest period.
- 13.06** Overtime will be first offered in order of seniority by department and mandated in reverse order of seniority by department.
- 13.07** Except for emergency situations, employees will have at least eight (8) hours off between work shifts.

## **ARTICLE 14 - PAY DAY**

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**14.01** The workweek, for payroll purposes, shall consist of seven (7) consecutive days beginning with the first shift scheduled after 12:00 am on Sunday and ending with the last shift beginning prior to 11:59 pm on Saturday. The work day for payroll purposes is defined as a period of twenty-four (24) hours commencing with the beginning of each employee's shift.

**14.02** The Company will pay all employees by weekly direct deposit.

## **ARTICLE 15 - HOLIDAY WITH PAY PLAN**

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**15.01** Regular, full-time employees will be entitled to the following public holidays with pay:

New Years Day	Good Friday	Victoria Day
Canada Day	B.C. Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Boxing Day		

**15.02** When a public holiday falls on a non-working day for an employee or during the employee's vacation, the Employer shall pay the employee his regular wages for the public holiday.

**15.03** Holiday pay will be computed on the basis of eight (8) or ten (10), as applicable, hours at the employee's regular straight time hourly rate of pay. Employees who work on the holiday will be paid time and one-half (1.5) their regular hourly rate of pay for all hours worked plus their holiday pay.

**15.04** To be eligible for holiday pay the employee must work his entire scheduled shift before and his entire scheduled shift after the holiday, unless he has a satisfactory reason for his absence.

## **ARTICLE 16 - VACATION WITH PAY PLAN**

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**16.01** All regular, full-time employees will be eligible for vacation on their anniversary date of employment according to the following schedule:

Employees with one (1) but less than five (5) years' seniority

Two (2) weeks' of vacation and 4% of their regular earnings from the prior anniversary year

Employees with five (5) but less than eight (8) years' seniority.

Three (3) weeks' of vacation and 6% of their regular earnings from the prior anniversary year

Employees with more than eight (8) years' seniority

Four (4) weeks' of vacation and 8% of their regular earnings from the prior anniversary year

## **ARTICLE 17 - VACATION SCHEDULING**

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**17.01** The vacation period will extend from January 1st to December 1st of each year. The Company reserves the right to limit and/or restrict the number of employee taking vacation during peak business periods to meet the demands of the operations.

- (A) The Company will post a general announcement on November 1st asking employees to determine their vacation preference, if any, for the following year. Vacations must be scheduled in increments of four or five days (one work week), as applicable. It is understood that all submissions are deemed requests and that the Company reserves the right to maintain an adequately skilled workforce at all times.
- (B) During the first two full weeks of November, commencing with the first Sunday of the month, eligible employees will be canvassed by seniority regarding their prime vacation preference. Employees who do not indicate a preference when canvassed will be allowed to request vacation time by giving the Company at least two (2) weeks' written notice. These requests will be processed in the order received.
- (C) The vacation schedules will be finalized and posted by December 1<sup>st</sup>.

(D) Employees who are going to be absent at the time of the canvassing must ensure that their preference, if any, is submitted in writing to the Company prior to the weeks of canvassing.

(E) Seniority in each classification/department and shift concerned will be the determining factor in preference on the vacation schedule.

**17.02** Vacations shall not be cumulative from year to year. Pay for vacation shall be granted to the employee on the regular pay day prior to the beginning of the vacation.

**17.03** Employees who are terminated for just cause shall be paid any outstanding vacation pay as per the Employment Standards Act of British Columbia.

## **ARTICLE 18 - BEREAVEMENT LEAVE**

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**18.01** If there is a death in a regular, full-time employee's immediate family, a reasonable period of unpaid leave will be granted to the employee. Immediate family includes the employee's spouse, parent, grandparent, siblings, child, grandchild, parent of spouse, son-in-law and daughter-in-law.

**18.02** To help offset the expenses associated with attending the funeral, regular, full-time employees will be compensated. In the event of the death of the employee's spouse,

parent, child, sibling or grandchild, the employee will receive thirty-two (32) hours of pay at his regular hourly rate. If the death involves another member of the employee's immediate family, the employee will receive twenty-four (24) hours of pay at his regular hourly rate.

**18.03** Reasonable evidence of the death may be required by the Company before payment is authorized.

## **ARTICLE 19 - JURY DUTY LEAVE**

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**19.01** The Company will pay the difference between the amount of money per day an employee receives while serving as a member of a jury, or as a summoned/subpoenaed witness in a court proceeding, up to an amount equal to eight (8) hours of pay, at the employee's regular, hourly wage rate. To qualify for jury duty pay, an employee will be required to present evidence of time spent and payment received while on jury duty.

**19.02** The employee must return to work if called and not kept at jury duty. The Employee must also report to work if released with at least three (3) hours of his work shift remaining.

## **ARTICLE 20 - LEAVE OF ABSENCE**

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**20.01** Upon written application, a leave of absence of up to six (6) months without pay may be granted to an employee with seniority for valid personal or compassionate reasons at the Company's sole discretion. The Company will advise the employee of its answer within seven (7) days.

If the leave of absence request involves out of the province/country travel, the employee will be required to provide a copy of his ticket, prior to commencing the leave, clearly showing a confirmed return date that allows sufficient time to return to work at the expiration of the leave. Failure to provide the required documentation prior to commencement of the leave shall result in the leave being revoked.

**20.02** Any employee of the Company [maximum of two (2) employees] elected or appointed to a full-time position in or temporarily assigned to the Local Union or National Union, will be granted a leave of absence without pay by the Company, for a period of up to twelve (12) months.

**20.03** The Company agrees to grant the necessary time off up to three (3) weeks, without pay or loss of seniority, to any employee designated by the Union to attend to official Union business [maximum of three (3) employees]. The Union will provide at least fourteen (14) days written notice to the Company. There shall be no disruption of the

Company's operations because of a lack of available employees.

**20.04** Employees who are granted leave pursuant to this Article will continue to accrue seniority.

## **ARTICLE 21 - FAMILY MEDICAL AND FAMILY RESPONSIBILITY LEAVES**

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**21.01** The Company will comply with all applicable provincial laws which address an employee's right to request or obtain a maternity, parental or adoption, family medical leave of absence or any other leave mandated by provincial law.

**21.02** An employee is entitled up to five (5) days of unpaid leave each year to meet responsibilities related to the care, health or education of a child in the employee's care or the care or health of any member of the employee's immediate family.

## **ARTICLE 22 - MILITARY LEAVE**

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**22.01** 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.

## **ARTICLE 23 - GROUP RETIREMENT SAVINGS PLAN**

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**23.01** All regular, full-time employees are eligible to be enrolled in the Company Group Retirement Savings Plan according to the terms of the plan which shall be continued for the life of the Agreement.

**23.02** The Plan provides for a matching employee/employer contribution up to a maximum of 3%.

## **ARTICLE 24 - BENEFIT PLAN**

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**24.01** Standard medical insurance coverage under the British Columbia Medical Services Plan shall be provided, subject to Plan provisions.

**24.02** Regular, full-time employees will be covered by the terms and conditions of the Company supplemental health insurance and short-term disability plans which may be amended by the Company from time to time.

**24.03** The Employer agrees to participate in, and contribute to, the UFCW Local 247 Benefit Trust Fund. Effective the Sunday following ratification of the Collective Agreement, the Employer agrees to contribute thirty-eight cents

(\$.38) for all hours paid by the Employer to members of the bargaining unit (hours paid shall include hours worked, vacation, general holidays, sick days, jury duty, bereavement leave, paid time off for negotiations, etc., up to a maximum of forty (40) hours per week). The Employer agrees to sign a "Participation Agreement" and supply any other documents, forms, reports or information required by the Trustees of the UFCW Local 247 Benefit Trust Fund. Contributions, along with a list of employees for whom they have made, the amount of the weekly contribution for each employee, and the number of hours worked or paid according to the above shall be forwarded by the Employer within the fifteen (15) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above. Seventeen cents (\$.17) of the contribution provided for above is intended for the purpose of providing such Dental Benefits for eligible employees as determined from time to time, by the Trustees of the Trust Fund pursuant to the terms of the Trust Agreement. The remaining contribution is intended for the purpose of providing other health and welfare benefits such as but not limited to prescription drugs, life insurance, employee assistance program and other benefits as determined by the trustees from time to time. The trustees shall have the authority to allocate any surplus funds from the Dental Plan to the Health & Welfare Plan or from the Health & Welfare Plan to the Dental Plan in order to maintain or improve benefits as they determine appropriate.

**24.04** The Company agrees that the Trustees have the right to reasonably increase contributions in order to maintain benefits contained in UFCW Local 247 Benefit Trust Fund. These contributions may not, however, be increased beyond the level being paid by other employer/participants in this Trust Fund without the Company's agreement.

## **ARTICLE 25 - SAFETY SHOES AND CLOTHING ALLOWANCE**

**25.01** Regular, full-time employees will be reimbursed up to a maximum of \$100.00 every twelve (12) months, upon proof of payment, for the cost of CSA approved footwear with ankle protection.

**25.02** All employees who work in the refrigerated areas of the facility will be provided with a jacket or freezer suit. The Company will replace a jacket or freezer suit upon return of a damaged or worn jacket or suit. Employees are responsible for the proper care and maintenance of Company issued clothing. Lost articles must be replaced at the employee's expense.

## **ARTICLE 26 - INJURY ON THE JOB**

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**26.01** Employees who are injured at work and are unable to continue at their job or are sent home by the Company because of injury shall be paid their regular earnings for the balance of the shift on which the injury occurred. If an employee is injured at work and requires medical treatment, the Company will pay the cost to transport the employee to a hospital or clinic, as well as the cost to transport the employee home or back to work.

**26.02** The Company will maintain adequate first aid equipment as required by the Workers' Compensation Board. Employees who have the necessary first aid qualifications shall receive a one dollar (\$1.00) per hour premium for all hours assigned to provide the required first aid coverage. The Company will also reimburse employees the cost of a pre-approved first aid course if the employee successfully completes and passes the course.

## **ARTICLE 27 - HEALTH & SAFETY**

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**27.01** The Company, and the Union, will make every effort to comply in a timely manner with the Occupational Health and Safety Act and its Regulations and will continue to cooperate in the prevention of accidents and promotion of health and safety.

**27.02** The Joint Health and Safety Committee (JHSC) will have a total of six (6) members, three (3) representing the Union, and three (3) representing the Company. Each member of the Joint Health and Safety Committee (JHSC) shall be certified and a co-chair for each party will be designated. The cost of the training will be paid by the Company and the training will be provided by the Workers Health and Safety Centre.

**27.03** The Joint Health and Safety Committee shall meet during regular working hours at least once each month or, where meetings are required as a result of an emergency or other special circumstance. The Committee shall function in accordance with all applicable Health and Safety legislation and shall actively promote co-operative efforts of continuously improving the Health and Safety of all employees of the Company. Matters relating to ergonomics shall also be considered for resolution through the JHSC. The Company shall post in a conspicuous place or places, where they will likely come to the attention of the employees, the name and work location of the members of the JHSC.

**27.04** Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this Agreement.

**27.05** Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated. The co-chairs or designate shall investigate

the accident or incident. Any employee who fails to report an accident will be terminated.

**27.06** The Company shall supply all employees with the necessary tools, equipment and protective safety clothing and devices at no cost to the employee to ensure that a job is performed safely and properly. These shall be maintained and replaced, where necessary, at the Company's expense. Employees agree to keep all Company-issued clothing and devices in good repair and shall immediately report all equipment defects to his supervisor.

## **ARTICLE 28 - STRIKES AND LOCKOUTS**

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**28.01** In view of the arrangements provided by this Agreement for the orderly disposition of employee grievances, and for the handling of other matters, the parties hereto agree that there shall be no strikes or lockouts during the life of this Agreement. The words, "strikes" and "lockouts" as used are agreed to have the meaning as defined in the Labour Relations Code of the Province of British Columbia.

## **ARTICLE 29 - ADMINISTRATION OF DISCIPLINE**

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**29.01** No employee shall be subject to a disciplinary interview or be given a written reprimand, warning letter, or be suspended or dismissed except in the presence of a shop

steward, or in his or her absence, another member of the bargaining unit, selected by the employee. When a shop steward is present in the workplace, they shall be used as a witness for discipline unless the employee being disciplined chooses otherwise.

**29.02** A written reprimand will remain on an employee's record for a period of twelve (12) months from the date it was imposed.

**29.03** Verbal coaching or notes to file in an employee's personnel file shall not be considered a part of the progressive disciplinary process. Upon request, employees shall be given copies of any discipline documented in their personnel file. Where appropriate, discipline shall be conducted on Company time at or near the end of the employee's shift. A "disciplinary interview" is defined as a meeting with an employee where the Employer is intending to discipline the employee.

## **ARTICLE 30 - UNION STEWARDS**

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**30.01** The Company recognizes that shop stewards may be elected or appointed by the Union. The Union shall inform the Company and post notices of the shop stewards on the bulletin boards.

## **ARTICLE 31 - UNION BULLETIN BOARDS**

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**31.01** Bulletin boards will be supplied by the Union and placed in lunch rooms or other agreed upon areas in the facility. Union representatives may post bulletins regarding meeting notices, benefit information, safety information, seniority lists, and union updates. Any other bulletins will require the Agreement of the Company.

## **ARTICLE 32 - MISCELLANEOUS**

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**32.01** When the term days are used in this Agreement, it will mean calendar days.

**32.02** Management personnel may perform bargaining unit work for training, experimental and emergency purposes. Management is allowed to operate equipment in these circumstances.

**32.03** If any provincial or federal legislation, court decision or government regulation invalidates any section of this Agreement, all other sections not invalidated shall remain in full force and effect. The Company and Union shall meet to negotiate new contract language to replace the sections which have been invalidated.

## ARTICLE 33 - DURATION OF AGREEMENT

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**33.01** This Agreement shall be effective from the 17th day of October, 2010 up to and including the 31st day of January, 2021. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Code of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of 90 days before the expiry date of the Agreement. Following such notice to bargain, the parties shall meet within 15 days of the notice or within such further period as the parties mutually agreed upon.

**33.02** It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this Agreement beyond the expiry date of the 31st day of January, 2021, for any stated period acceptable to the parties and in accordance with the Labour Relations Code.

Signed this 15<sup>th</sup> day of October 2010

For the Company:

Kevin C. Baum

For the Union:

Alan Goodwin

# LETTER OF AGREEMENT

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BETWEEN

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 247

AND

COLD LOGIC CORPORATION

Cold Logic Corporation ("Company") and the United Food & Commercial Workers Union, Local 247 ("Union") have negotiated in good faith about the terms and conditions of employment that would govern employees working in the bargaining unit at the Langley facility. There are, however, three additional issues not contained in the Collective Agreement that the parties have discussed and agreed upon. These issues are as follows:

1. **Master Bid** – The parties have agreed that within six (6) months of the initiation of shipping from the Langley facility, the Company will post a master bid. This master bid would allow employees, with the requisite skill and qualifications, to select a job and shift on the basis of seniority. On a periodic basis, the Company will have additional master bids when changes in process and/or business necessitate the same.
2. **Incentive Pay** – Initially, the Company will utilize historic standards to create an incentive system. This system will be effective on the first day of shipping. Subsequently,

these standards may be upgraded or modified as business conditions warrant. It is anticipated that, as soon as practicable, the Company will institute engineered standards that will be used to determine eligibility for incentive pay.

3. **Produce Facility** – The parties recognize that the Company will, in the near future, be opening a perishable facility. The parties also agree that, although there will be separate seniority lists, this Collective Agreement will apply to the produce facility.


Prior to the opening of this facility, the Company and the Union will meet and agree upon a methodology for allowing a portion of the employees at Langley to permanently transfer to the produce facility.

This Agreement, consisting of an introductory paragraph and three numbered paragraphs is the complete agreement of the parties. With their signatures, authorized representatives of the Company and the Union have agreed to this Letter of Agreement on this 15<sup>th</sup> day of October, 2010.

**COLD LOGIC CORPORATION**

**UNITED FOOD & COMMERCIAL  
WORKERS UNION, LOCAL 247**

By 

By 

# NOTES

# NOTES