

AGREEMENT

BETWEEN

OKANAGAN FEDERATED SHIPPERS LABOUR RELATIONS ASSOCIATION

and

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 247
(AFL-CIO & CLC)

SEPTEMBER 1, 2004 to AUGUST 31, 2007

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COLLECTIVE AGREEMENT

THIS AGREEMENT MADE THIS 1st DAY OF SEPTEMBER 2004, BY AND

BETWEEN: OKANAGAN FEDERATED SHIPPERS LABOUR RELATIONS ASSOCIATION of Kelowna, in the Province of British Columbia, representing the packinghouse Employers named in Schedule "B" such Employers being hereinafter referred to as the **EMPLOYER**.

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 247, AFL - CIO & CLC, of Surrey, in the Province of British Columbia, hereinafter referred to as the **UNION**.

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the employees and the Employer as set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

ARTICLE 1 - DEFINITIONS

1.1 **EMPLOYEE - BARGAINING UNIT:** The term "**Employee**" means a person employed by the Employer to do skilled and unskilled manual, clerical or technical work, but does not include office staff or a manager or superintendent or any other person excluded under the provisions of The British Columbia Labour Relations Code.

1.2 **PROBATIONARY EMPLOYEE:** The term "**probationary employee**" as defined in this Collective Agreement shall mean, an employee who has worked thirty-five (35) shifts or less from the date of hire with the Employer.

During the probationary period employees will not be entitled to seniority and may be terminated by the Employer by reason of being unsuitable for further employment. The reasons for dismissal will be available to the Union on request.

All actions under the above sections shall be subject to grievance procedures.

1.3 **SHIFT WORKED:** For the purposes of this Agreement, an employee called and reporting to work shall constitute a shift worked.

1.4 **SENIORITY:** The term seniority as used in this Agreement shall mean the adjusted date of hire, established once the employee has completed the thirty-five (35) shift probation period in accordance with Articles 1.2 and 6.3.

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- 1.5 **NUMBER AND GENDER:** Throughout this Agreement when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed.
- 1.6 **GROSS EARNINGS:** "*Gross Earnings*" for the *purpose* of this Agreement shall be defined as all money received directly from the Employer (wages, overtime, shift premiums, vacation pay, sick leave pay, statutory holidays, bereavement pay and jury duty pay).
- 1.7 **BENEFIT QUALIFYING & ACCUMULATION:** All days absent on paid vacations, statutory holidays, Workers' Compensation Board, paid sick leave, leave-of-absence on Union business, jury duty, bereavement leave and Industry related Educational leave as determined by the Employer shall be considered as shifts worked toward qualifying for and accumulation of all benefits.

ARTICLE 2 - UNION RECOGNITION

- 2.1 Pursuant to certificates issued by The Labour Relations Board described in Schedule "B" attached hereto, the Employer or anyone authorized to act for him recognizes the Union as the sole collective bargaining authority for its employees covered by this Agreement and hereby consents and agrees to negotiate with the Union, or any authorized committees thereof, in any or all matters affecting the relationship between the said Employer and employees, looking towards a peaceful and amicable settlement of any difference that may arise between the Employer and the Union.
- 2.2 **NO DISCRIMINATION:** The Employer agrees that there shall be no discrimination against Union members for continued employment, promotion or transfer, or in the hiring of new employees.
- There shall be no discharge because of membership in the Union or legitimate Union activities that do not interfere with production or the rights of other employees.
- 2.3 **EMPLOYEES OUTSIDE BARGAINING UNIT:** Article 1.1 shall not apply to office staff, manager, or superintendent or any other person excluded under the provisions of the British Columbia Labour Code. It is agreed that when a dispute arises as to whether or not an individual is an employee within the bargaining unit, the parties shall meet to discuss the matter. In the event of failure to reach a satisfactory settlement of the issue, it shall be dealt with as provided for in Section 139(1) of the British Columbia Labour Code. Foremen and persons above the rank of foreman shall not perform work which is normally performed by employees in the bargaining unit except in cases of emergency and for the purpose of instruction of employees. Persons promoted to management or persons which the Labour Relations Board rules outside of the bargaining unit shall not do bargaining unit work.
- 2.4 **HIRING NEW EMPLOYEES:** When hiring new employees, preference will be given to members of Local 247, of the United Food and Commercial Workers who have employment applications on file.

Any applicant who voluntarily terminates his employment within the Industry, shall not be eligible to preference until all union members who are qualified or could become qualified with job training are hired. Any applicant who is terminated and not reinstated through the grievance and/or arbitration procedures shall not be eligible for preference under this Section.

Further, it shall be the responsibility of the Union to advise the Employer(s) as to whether employees are members in good standing within the Union.

- 2.5 **SHOP STEWARDS:** The Union shall select for each plant, in whatever manner it deems proper, a chief shop steward and shop stewards and shall advise the Employer of their selection. The chief shop steward and shop stewards shall be on the current seniority list in the plant. With the express permission of the foreman or plant manager, shop stewards and the chief shop steward shall be allowed the time required to attend to Union business during working hours with no deduction in pay. Such permission shall not be unreasonably withheld.
- 2.6 **BULLETIN BOARDS:** The Employer agrees to supply a bulletin board to be fixed in a prominent, accessible location in each plant, and agrees that the Union shall have the right to use 50% of the space on such bulletin board for the posting of notices of official Union business.

ARTICLE 3 - UNION SECURITY

- 3.1 **CONDITIONS OF EMPLOYMENT:** Upon completion of thirty-five (35) shifts of service with the Employer, all employees shall, as a condition of employment, become and remain members in good standing of the Union. It is agreed that the Employer will have employees fill out Union membership applications immediately and forward them to the Union office completed and signed.
- 3.2 The Employer shall deduct, as a condition of each employee's continued employment, a sum equivalent to Union dues.
- 3.3 All new members will pay an initiation fee as established by the Union. The Employer will deduct and remit same to the financial secretary of the Union within thirty (30) days.
- 3.4 These provisions for Union security shall be a condition of entering into or continuing in the employ of the Employer.
- 3.5 The Employer and the Union shall do all such acts and things as may appear requisite or necessary to the observance and carrying out of this provision for Union security according to the true intent and meaning thereof.
- 3.6 Special assessments if levied in accordance with the Constitution & By-laws of the Union will be deducted from members of the Union upon proper notification from the Union.

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- 3.7 **DEDUCTIONS OF DUES:** The Employer agrees that he will during the life of this Agreement, deduct from each employee, each month, an amount equal to the monthly dues, constitutionally established by the Union.
 - 3.8 It is also agreed that for the purpose of administering payrolls through the Industry computer system the Employer will deduct from each employee the monthly Union dues constitutionally established by the Union, on the basis of twenty-six (26) two week work periods each year.
 - 3.9 The Employer will within 30 days, transmit all monies so deducted to the Union, together with a list in duplicate of the names of the employees from whom such monies were deducted. This list shall show the first or given name as well as the surname of each employee.
 - 3.10 The deduction on the records of the Employer shall constitute the sums so deducted as money held by the Employer in trust for the Union.
 - 3.11 The Employers shall show on each pay slip when the employee has completed 35 shifts and accumulative days on each pay slip thereafter. It shall be totaled at the end of each calendar year and new totals accumulated for the next calendar year.
 - 3.12 Any employee terminated or suspended and then reinstated shall be treated as if the employee were working for the purposes of dues deductions as outlined above.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.1 The establishment of work schedules, the allocation of employees to various jobs, the method of work or operation, the use of new methods, techniques or machines shall be the function of the Employer.
- 4.2 The Employer has the exclusive right to operate and manage the business, to control production, to maintain order, to hire new employees, to promote, demote, transfer or lay off employees and to discipline or discharge for just cause, all of which shall be subject to the provisions of this Agreement including the grievance procedures.

ARTICLE 5 - HOURS OF WORK, OVERTIME, SHIFT PREMIUM, STAT HOLIDAY

- 5.1 **NORMAL HOURS OF WORK:** The normal hours of work shall be eight (8) hours per day and forty (40) hours per week which shall be scheduled Monday through Friday. All overtime hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid for at the rate of one and one-half times the regular hourly rate. All hours worked in excess of ten (10) in a day shall be paid for at the rate of double the regular hourly rate. There shall be no pyramiding of overtime and both daily and weekly overtime shall not be paid for the same hours worked and all overtime shall be paid at the rate for the classification and for job title duties being performed.

5.2 **OVERTIME - SATURDAY, SUNDAY & STATUTORY HOLIDAYS:** All hours worked on Saturdays, Sundays or Statutory Holidays, shall be paid at the rate of one and one-half times the regular hourly rate of pay for the first eight (8) hours. All hours in excess of eight (8) on Saturdays, Sundays, or Statutory Holidays shall be paid at double (x2) the regular hourly rate.

5.3 **SHIFTS - DAY, AFTERNOON & GRAVEYARD:**

(a) The maximum hours of work for a full shift shall be any eight (8) consecutive hours between six o'clock a.m. and six o'clock p.m. for a day shift and between four o'clock p.m. and two o'clock a.m. for an afternoon shift and between 10:00 p.m. and 8:00 a.m. for a graveyard shift.

Any variation to the above will be subject to Agreement between the parties recorded in a Letter of Understanding.

(b) It is understood that the normal starting times of shifts for production and maintenance personnel as presently provided for will not be unilaterally changed in respect of the hours as provided for in this Clause.

If the Employer wishes to start a shift outside of the established hours of work, the shift differential shall apply.

(c) When an employee is called to work on short notice prior to the shift he/she shall receive pay for the posted scheduled shift provided he/she report for work within a reasonable time.

5.4 **HOURS OF WORK - MUTUAL CONSENT:** Employees shall not be scheduled to work with fewer than eight (8) hours between shifts except by mutual consent.

5.5 **HOURS OF WORK - SCHEDULES:** The Employer shall, from time to time, draw up hours of work schedules to meet with requirements of his operation, but with full recognition of the interests of the employees. Hours of Work schedules shall be posted on the bulletin board and a copy submitted to the Union. All time worked before or after the posted hours of schedule shall be paid for at one and one-half times or double the employee's classified rate.

5.6 **OVERTIME:** Management shall give a minimum of two (2) hours notice for all overtime Monday to Friday, and a minimum of twenty-four (24) hours notice for all overtime Saturday, Sunday, and Statutory Holidays.

(a) **MONDAY TO FRIDAY:** Overtime shall be offered by seniority, in the following order to those employees performing work in Receiving, Shipping, Production, Maintenance, and Cold Storage:

(i) posted employees on the job who have chosen the area pursuant to Article 5.6
(c)

(ii) remaining employees at work who are posted within the classification.

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- (iii) employees working within the classification on a temporary basis.
 - (iv) other employees at work who can immediately and adequately perform the duties of the job.
- (b) **SATURDAY, SUNDAY AND STATUTORY HOLIDAYS:** Overtime shall be offered by seniority in the following order:
- (i) posted employees who have chosen the area pursuant to Article 5.6 (c).
 - (ii) remaining posted employees.
 - (iii) employees who can immediately and adequately perform the duties of the job.
 - (iv) Employees not at work.
- 5.6 (c) **OVERTIME ALLOCATION & PROCEDURE:** In respect of the equitable allocation of overtime the Employer shall, commencing June 1st of each year, approach employees by seniority in the classification for the purposes of determining the area to which they wish to be assigned, such as Shipping, Receiving, Production, Maintenance, and Cold Storage. In doing so the Employer shall determine the appropriate number of employees within the classification to be allocated to each area. Nothing herein shall preclude the Employer from assigning employees to work in other areas as required.
- (d) **BANKED OVERTIME HOURS:** It is agreed that all employees shall have the option of either being paid or to bank all overtime hours worked. All hours banked in a calendar year to be taken as paid time off by the end of the following calendar year or paid out as regular earnings at the appropriate rate. Banked hours taken as time off will be paid at the rate of pay at the time the employee requests time off as banked, provided, however, that the monetary value of paid-out banked overtime is equal to the dollar amount banked. It is understood that the employee(s) will give the Employer at least one month's notice of the time at which they want to use the banked overtime and the time will be mutually agreed upon by the Employer and Employee.
- (e) **OVERTIME - VOLUNTARY:** All overtime shall be voluntary and employees requesting time off when overtime is scheduled shall not be penalized or suffer loss of seniority.
- 5.7 **VARIATION OF WORK SCHEDULE:** Where the Employer deems it essential to receive or ship in the afternoon and evening, which necessitates a variation in the normal hours of work schedule, such variation shall be recorded in a Letter of Understanding countersigned by the Union.

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- 5.8 **SHIFT DIFFERENTIAL:** The afternoon or night shift premium rate will only apply to any afternoon or night shift hours worked and it is understood that the hours worked on these shifts with the exception of meal hour shall be continuous and the premium shall be \$.50 per hour.
- 5.9 **TRUCK DRIVER AND SWAMPER:** Where trucking is done by the Employer, the truck driver and swamper shall be considered as part of the receiving crew.
- 5.10 **STATUTORY HOLIDAYS:** Statutory holiday pay will be paid to all employees working on an hourly basis or on piece-work in an amount equal to 4% of gross wages as defined in Article 1.6. This amount will be paid on each pay cheque and itemized as payment for statutory holidays.
- 5.11 **RECOGNIZED STATUTORY HOLIDAYS:** New Years Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day.
- 5.12 **STATUTORY HOLIDAYS - SATURDAY OR SUNDAY:** If the statutory holiday falls on a Saturday or a Sunday, the following Monday or preceding Friday shall be observed as a holiday or any other day mutually agreed by Employer and the Union.
- 5.13 **STATUTORY HOLIDAYS - OVERTIME:** All work performed on statutory holidays shall be paid for as per Article 5.2 above in addition to the statutory holiday pay outlined above.
- 5.14 **STATUTORY HOLIDAYS - DAYS WORKED:** Statutory holidays falling within the Monday to Friday 40 hour work week whether worked or not worked shall count as days worked for the purpose of qualifying for Annual Holidays, Sick Leave, and also count as hours worked in calculating the forty (40) hour work week.
- 5.15 **REPORTING TIME:** Employees called in to work shall be paid a minimum of four (4) hours pay at straight time. However, if the employee does not wish to work the equivalent of four (4) hours, and leaves on his own accord, he shall only be paid for the time actually worked.
- 5.16 **CALL-IN TIME AFTER SHIFT:** Where an employee completes a regularly scheduled shift, leaves the premises, and is called back to work by the Employer, overtime would be applicable and calculated on hours of actual work, or a total of four (4) hours at straight time, whichever is greater. However, if the employee does not wish to work the equivalent of four (4) hours, and leaves on his own accord, he shall be paid only for the time actually worked at the overtime rate.
- 5.17 **CALL-IN TIME, SATURDAY, SUNDAY AND STATUTORY HOLIDAYS:** Employees who work Saturday, Sunday and Statutory Holidays shall be paid a minimum of four (4) hours at overtime rates. However, if such employee(s) does not wish to work the equivalent of four (4) hours and leaves on his own accord, he shall only be paid for the time actually worked at the overtime rate.

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- 5.18 **REST PERIODS:** An individual or collective break of fifteen consecutive minutes, morning and afternoon, with pay for all hourly workers, shall be granted after not more than two and one-half hours of work on any one shift. Employees working overtime will be allowed to break after not more than two and one-half hours of work. It is agreed that no break shall exceed fifteen minutes and that the break shall be timed from equipment shutdown until equipment start-up and employees shall be expected to return to work. It is understood and agreed that receiving and loading crews shall use discretion to avoid unreasonable delays in receiving or loading individual loads of produce or supplies.
- 5.19 **MEAL TIME PAYMENT:** Employees required to remain at the location of their work for all or part of their normal meal period shall be permitted to eat their meal on company time without loss of pay. When truck driver, swampers, mechanics and others are required to remain at the location of their work throughout a normal meal period and have not received advance warning to provide their own lunch, they will be allowed up to \$5.00 for a meal.
- 5.20 **MEAL TIME:** Employees shall not be required to work over 5 hours continuously without a meal period.

ARTICLE 6 - SENIORITY

- 6.1 **SENIORITY LIST:** The Employer shall prepare quarterly seniority lists each year. The first list is due January 1, then April 1, July 1 and October 1. A copy shall be posted on the bulletin board and shall indicate employees' seniority standing and classification. The Employer is responsible for maintaining this list and it shall be kept posted at all times. When an employee's seniority standing has been posted for one (1) year it will not be subject to correction except by mutual consent, and only if a legitimate error had occurred. Copies are to be forwarded to the Union and in addition to the above shall include the employee's current mailing address and telephone number. It is understood where Agreement has been reached for other than "plant-wide" seniority, a "Letter of Understanding" will be exchanged between the parties to this Agreement. The understanding outlined in such letter will supersede the Agreement.
- 6.2 **NEW HIRE LIST:** A list of all newly hired employees shall be attached to all seniority lists. The employee who completes the thirty-five (35) working shifts first shall be added to the seniority list in accordance with 6.3 below. If two (2) or more employees have the same seniority date then relative position on the new hire list shall be determined in the following manner.
- (1) The time of commencement of work.
 - (2) Alphabetically by surname.

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- 6.3 **NEW EMPLOYEE PROBATION PERIOD:** During the first thirty-five (35) working days of employment, all new employees are on probation and the Employer shall have the right to terminate any probationer by reason of being unsuitable for further employment. Reasons for such dismissal shall be made available to the Union upon request. After the initial period of thirty-five (35) working days, such probationer, if he/she remains on the payroll, shall be entitled to rank for seniority as of the date when he/she completed the 35 working days. In order to establish a seniority date, the employee's seniority date shall be the date which is 35 working shifts prior to the date they have completed the 35 shifts. All employees who remain on the probation list shall continue to be called to work in accordance with their date of hire.
- 6.4 **LAYOFFS AND RECALL:** In layoffs the last person hired shall be the first laid off and in respect of recalls the reverse shall apply. If the senior employee is not qualified or capable of performing the work to be done, the senior employee may be laid off out of line of seniority.
- (a) Employees not working in their posted positions during the layoff and recall period shall receive their posted rate of pay or the rate for the job being performed whichever is greater.
 - (b) Employees who choose to exercise their seniority rights to a temporary job under 6.5 shall be paid the rate of the job being performed.
 - (c) Employees shall have the right to exercise their seniority on temporary jobs paying the same rate of pay provided they are capable of performing the work to be done.
- 6.5 **TEMPORARY JOBS:** Where there is a temporary vacancy as a result of layoff, recall, leave of absence, illness, accident, vacation, non-posted position, or any other mutually agreed to circumstances, such position shall be offered by seniority to those employees capable of performing the work to be done. Should an employee accept any one of these temporary positions he/she shall be paid the rate of the job being performed.
- 6.6 **ASSIGNMENT OF EMPLOYEES ON RECALL:** Subject to Article 6.4 & 6.5 above, employees shall be assigned, by seniority, in the following manner:
- (1) Employees reporting to work shall be assigned to their posted position or they may choose to exercise their seniority rights to any available temporary job as stipulated and defined in 6.5 of this Article. Should an employee choose to exercise his/her seniority to a temporary job in Article 6.5 he/she shall be paid the rate of the job being performed.
 - (2) Should work not be required in a classification, the most junior employee in the classification shall be assigned to other work. This procedure shall not constitute a temporary job, but an assignment due to lack of work. In this situation, the employee shall receive their posted rate of pay or the rate for the other job, whichever is greater.
 - (3) Upon completion of the scheduling procedure under Article 6.4 and 6.5 the remaining employees who are capable of performing the work, shall be assigned by

seniority to the required vacant positions. These employees shall receive their posted rate of pay or the rate for the other job, whichever is greater.

(4) An employee coming to work for a specific job who would not otherwise be at work in the plant will be deemed to be out of line of Seniority and must go to that specific job. The provisions of Article 6.6(1) shall not apply until their seniority would normally bring them into the plant.

6.7 **MECHANICAL BREAKDOWN:** When employees are made idle by a mechanical breakdown or by any other cause, and such employees are requested to remain at their posts or at the plant, they shall be paid their regular hourly rate. Pieceworkers affected by similar circumstances shall be compensated at the hourly rate for time so lost. However, if in the event the disruption, mechanical or otherwise, is going to be longer than one half hour, the Employer shall have the prerogative of requesting that employees leave their post or the plant, but to return at a specific time so as to complete the regularly scheduled shift. Employees shall have the option of whether or not they wish to return to work in these circumstances, and in the event they choose to exercise this option, they shall only be paid for time so worked and/or subject to the provisions of Article 5.15.

Employees shall not be required to reschedule their lunch breaks except by mutual consent by the majority of the employees affected.

When the Employer requires employees to work through their coffee break and then lays them off for the balance of the shift, the employees shall be paid for break period they missed.

6.8 **BREAKDOWN - CREW REDUCTION:** Should a breakdown or unexpected change of work plans necessitate a reduction of crew for the balance of a shift it shall not be necessary to lay off on the basis of seniority.

6.9 **RECALL REQUIREMENTS:** To ensure maximum recognition of workers' seniority Employers agree that, when calling employees back after a work reduction, they will telephone at least three (3) times if necessary, throughout the course of the day.

Where the employee has no telephone, the onus shall be on the employee to contact the Employer at frequent intervals during layoffs in order to ensure the maximum opportunity for employment.

If at the commencement of the season an employee has not been notified, through no fault of his own, and reports his availability, he shall be called to work on the following shift.

Where the Employer has carried out the conditions of the Agreement and an employee is not reached but later reports his availability, he or she will be called to work not later than the following third shift.

This article may be superseded where individual plant management and the Union have mutually agreed, in writing and posted on the bulletin board, to alternative procedures.

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- 6.10 **RESTRICTED ASSIGNMENT:** An employee may be temporarily assigned to another position without regard to seniority for a period of up to two (2) consecutive working days. A complaint by an employee that Management is using this provision in a prejudiced or discriminatory manner, shall be investigated by the plant superintendent together with the shop steward.

Such an employee will carry out the assigned job without reduction in his regular wage rate. Should the rate of pay for the job performed be higher than employee's classified rate, he will receive the higher rate of pay.

- 6.11 **RESTRICTED DISPLACEMENT:** No employee shall be displaced from his job because of the temporary assignment of another employee.

6.12 **PLACEMENT SCHEDULES:**

(a) Placement schedules shall be posted on the bulletin boards and shall indicate normal hours of work for all employees. In addition, the Employer shall make available a separate list which shows the current status of employees on layoff, W.C.B., Educational Leave, Leave of Absence, and Annual Holidays. The Employer shall supply a copy to the designated shop steward and Union Office if so required.

(b) Nothing herein shall preclude the Employer from utilizing the placement schedules to advise employees of pending temporary layoffs and/or subsequent return to work after same. However, in the case of an employee who is not subject to normal fluctuations in the work force, they will be verbally advised of pending lay-off.

- 6.13 **CLOSURE OF A COMPANY OPERATION:** In the event of a plant closure or semi-plant closure, the Employer shall give 60 days notice in writing to the Union and the parties shall meet forthwith to discuss the actual facts and circumstances of all the employees involved. However, it is understood that the seniority list from each respective plant shall be merged by way of dovetailing of seniority using each employee's seniority date. This procedure shall apply to all plants certified to UFCW Local 247 with the BC Tree Fruit Industry.

- 6.14 **JOB CLASSIFICATIONS:** Prior to job classifications being established, deleted or existing job classifications changed, as deemed necessary or advisable by the Employer, the Union shall be advised. A rate shall be set by the Employer. If, after a trial period of thirty (30) working days the Union deems the adjustment made by the Employer to be unsatisfactory, the dispute shall be settled pursuant to the grievance procedure herein provided, unless the parties have agreed to the classification changes and the rate of pay in advance of the thirty (30) working day trial period.

- 6.15 **PERMANENT JOB DELETIONS:** Should a permanent deletion in a job classification occur the junior person in the job classification shall be removed. Said junior person shall be placed as required into sorter classification entry level, and retain his/her classified rate of thirty (30) working shifts. Upon completion of the thirty (30) working shifts the affected employee shall revert to the rate of the job.

- 6.16 **JOB VACANCIES:** When vacancies occur or new jobs have been created, notice will be posted on the bulletin boards for four (4) working days in the plant where the vacancy occurs except as provided for in Article 6.23.

The job posting notice will contain the following information:

- (1) Classification, main duties and qualifications necessary for the job.
- (2) Rate of pay.
- (3) The date of posting and the closing date.

- 6.17 **JOB APPLICATION PROCEDURES:** Employees on layoff, vacation, sick leave, leave of absence except for leaves for employment elsewhere shall be accepted by seniority as applicants on all posted job vacancies. These employees shall be contacted by the Employer if they are not recalled during the above job posting period.

The Employer shall provide job posting application forms for interested employees and a copy of each job posting application, and job award, shall be provided for the designated shop steward and the Union office.

- 6.18 **JOB SELECTIONS:** All job applicants on the required posted vacancies shall be awarded the position in the following order:

- (1) The senior employee who had his job deleted, temporarily or otherwise, shall have the first option to the job vacancy.
- (2) The senior employee who previously held the posting or who has received and completed the training period of 30 working days or less as outlined in Article 6.32.
- (3) In filling all other job vacancies the job shall be awarded to the applicant with the most seniority, provided the applicant is able to perform the duties of the job, with training, and has the necessary physical ability and a satisfactory work record.
- (4) In filling all other job vacancies except grader leadhands, cold storage leadhands, maintenance leadhands, receiver leadhands, maintenance mechanics, jobs requiring trade certificates, and cold storage operators, the job shall be awarded to the applicant with most seniority, provided the applicant is able to perform the duties of the job and has the necessary physical ability and a satisfactory work record.

In the event there is no training program in place for jobs other than grader leadhand, cold storage leadhand, maintenance leadhand, receiver leadhand, maintenance mechanic, jobs requiring trade certificates, and cold storage operator, the senior applicant will receive the job promotion and necessary training, providing he has the necessary physical ability and a satisfactory work record.

(5) In respect of 6.18 (3) & (4) above, if the successful applicant declines the awarding of the posting, the Employer shall not be required to repost for the vacancy, but shall name the next senior applicant as the new successful applicant. However, this provision can only be invoked once and must be used within (30) days of the awarding of the original posting.

6.19 **APPLICATIONS IN WRITING:** All job applicants must apply in writing for any job posted, providing name and qualifications.

6.20 **ENTRY LEVEL - SORTER:** The sorter position shall be recognized as the entry level classification for new hires and shall not necessitate posting. However, other classified employees shall be permitted to fill this position prior to hiring new employees provided they advise the Company and Union, in writing, of their intention.

6.21 **SELECTION OF JOB APPLICANTS:** The Employer's decision on the selection of an applicant for a posted position shall be provided for the designated shop steward and the Union office and remain posted on the bulletin board for five (5) working days.

6.22 **TRIAL PERIOD ON POSTED JOB SELECTIONS:** Employees who receive posted job selections as outlined in this Article will be on a trial period for a period not exceeding thirty (30) working shifts from date of confirmation of selection. If at any time within the thirty (30) working shifts trial period it is ascertained an employee cannot perform the work in the new position in a satisfactory manner, or is dissatisfied with the position, it is agreed that such an employee shall revert to his former classification and rate of pay.

If the successful applicant to a formal job posting pursuant to Article 6.16 is named and within thirty (30) days removes themselves or is removed by the Employer, then the next senior Employee who applied for the same posting shall then be named as the new successful applicant to the said posting. This shall apply to either regular or trainee postings.

6.23 **JOB VACANCIES FOR TRADES AND LEADHANDS:**

(a) In filling job vacancies for grader leadhand, receiver leadhand, maintenance leadhand, cold storage leadhand, jobs requiring trade certificates, maintenance mechanics, and cold storage operators, the senior applicant shall be entitled to preference providing he has the qualifications and ability required to do the job. The Company shall consider the qualifications and ability necessary in a fair and equitable manner.

(b) In the event that the Employer chooses an applicant with less seniority, it shall be the responsibility of the Employer to demonstrate that the applicant with less seniority clearly has more qualifications and ability necessary to do the job.

(c) It shall be the Company's intent wherever possible to fill the job vacancies from within the plant.

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- (d) Should the Employer be unsuccessful in locating a suitable applicant from among employees on his seniority list, he may endeavour to secure a suitable applicant from any other source.
- (e) In the event the Employer hires from outside the plant, it shall be the responsibility of the Employer to demonstrate that there were qualifications and abilities to do the job which could not be met or found in the applicant who applied for the job posting.
- (f) In filling all other job vacancies the job shall be awarded to the applicant with the most seniority, provided the applicant is able to perform the duties of the job.

6.24 **TRANSFER TO MANAGEMENT:** No employee shall be transferred to management or office staff without his consent. If an employee is transferred to management or office staff, he/she shall be excluded from coverage of this Collective Agreement. Such employee shall retain his/her seniority for a period of six (6) months, after which all seniority in the bargaining unit shall be forfeited.

6.25 **RECLASSIFICATION TO SORTER:** Employees wishing to give up their posted position shall give the Employer and the Union two (2) weeks advance notice of such intent in writing. The vacancy thus created shall be posted and upon successful awarding of said posting (training, if required) the Employer shall slot the affected employee into the sorter classification-entry level.

However, if employees choose to avail themselves of this provision they shall not be eligible to post on the same position for a period of twelve (12) months, from the date of transfer.

6.26 **TRAINING PROGRAM:** The Employer shall continue the present training program and shall post for particular jobs when necessary.

6.27 **THREE PART TRAINING PROGRAM:** The training program will consist of three parts:

- (1) Basic instruction of the job duties and job safety.
- (2) Practice by the trainee.
- (3) Measurement of performance by Management.

6.28 **TRAINING - NO LOSS OF WORK OR PAY:** There shall be no reduction in hours of work or loss of pay for employees who normally perform the work because trainees are involved.

6.29 **APPLICATION FOR TRAINING:** All training jobs shall be posted through the job posting procedure.

Employees on layoff, vacation, sick, leave of absence except leaves for employment elsewhere, shall be accepted by seniority as applicants on all posted job training opportunities unless they indicate otherwise in writing.

An employee interested in such training, shall make written application for an opportunity for job training in the same manner as applying for a job vacancy or promotion under the Job Posting Procedure.

6.30 SELECTION OF TRAINEES:

- (a) With the exception of grader leadhand, cold storage leadhand, receiver leadhand, maintenance leadhand, jobs requiring trade certificates, cold storage operators, and maintenance mechanics, the applicant with the most seniority will receive the opportunity for training, provided that such applicant has the necessary physical ability and a satisfactory work record.
- (b) If a trainee demonstrates that he is unable to perform the job for which he is receiving training, he will be returned to his posted job.
- (c) An employee may not receive training in a particular job while actively involved in training for another job until he either completes the training or withdraws from the program.
- (d) When the Employer has a training opportunity for grader leadhand, maintenance leadhand, cold storage leadhand, receiver leadhand, maintenance mechanic, cold storage operator, or jobs requiring trade certificates, the selection shall be made in accordance with Article 6.23.

6.31 TRAINEE RATES OF PAY: A trainee shall receive his/her classified rate of pay during the first ten (10) working days of the thirty (30) working days training period. Thereafter until completion of the training period he shall receive the rate of pay applicable for the classifications in which he is being trained while actually training on the job which must commence and be completed in accordance with the thirty (30) day time frame outlined above.

6.32 TRAINING TIME LIMITS: For job classifications in Job Groups 9, 10 and 11 of Schedule "A" the training for these employees shall commence from the date of the award and be completed within ten (10) working days.

For job classifications in Job Groups 1 to 8 of Schedule "A" the training for these employees shall commence from the date of the award and be completed within thirty (30) working days.

If the Employer can demonstrate to the Union that an extension to the thirty (30) working days training period is required the Union shall agree to the extension for up to an additional thirty (30) working days.

Once the employee is awarded the training position he/she shall not be placed on another job until such time as she is considered trained. When the Employer has made their decision that the employee has completed the training program the Union and employee shall be notified in writing.

However, should the Employer be unable to comply with the above provisions they shall provide reasons for the delay by notifying the Shop Steward and Union. That notice shall include the revised commencement date and the training shall be completed within the thirty (30) working day training program.

- 6.33 **TRAINING REQUIREMENTS:** If the Union can demonstrate that Management has an insufficient number of trained replacement workers to fill temporary vacancies as per Article 6.5, the Management must implement training program(s) pursuant to Articles 6.26 through 6.32 so as to allow existing Employees to become trained for these temporary vacancies.

Employees taking training programs must be prepared to perform the job they have trained for when required. Should no one wish to take the position, the employer may schedule trainees for the position by reverse order of seniority.

- 6.34 **SHIFT SELECTION ON POSTED CLASSIFICATION:**

- (1) Seniority within the job classifications shall determine the scheduled shift to be worked.
- (2) Where situations arise that, because of the manner of operation in a particular plant, short term layoffs on particular shifts or lines are necessary from time to time, the Union and Company agree to cover the situation with a Letter of Understanding which will allow for orderly management of the crew.
- (3) Once employees have made their selection, they shall show acceptance of such selection by signing off their chosen shift.
- (4) Should unforeseen circumstances dictate that an employee needs to change from his/her chosen shift, the parties may agree to do so by mutual consent.

- 6.35 **PREFERENCE OF SHIFT:** An employee who has the seniority to remain in the plant but is not required due to lack of work in his/her posted classification shall have the following two options:

- (1) He/she shall replace the most junior employee in the plant and shall be paid the rate of the job or his/her classified rate, whichever is greater. Should an employee exercise this right, the layoff procedure shall commence in reverse order of seniority.
- (2) He/she may exercise his/her seniority rights for preference of shift; i.e. days, by replacing and commencing with the most junior person on that shift in a job he/she is capable of performing. The procedure shall commence in reverse order of seniority on that shift and the employee shall receive the rate of the job performed. In addition, when this option is exercised the layoff procedure shall commence in reverse order of seniority.
- (3) If a classified employee is removed due to option (2) above, then the most junior employee in the classification shall be removed and placed into the position vacated in accordance with the layoff procedure, commencing in reverse order of seniority.

An employee affected by the implementation of this provision shall also have the right to exercise one of the above two options.

6.36 LOSS OF SENIORITY:

(1) Loss of seniority may occur if an employee after a layoff fails for three (3) calendar days to report for work after being recalled first by telephone then registered letter.

The three (3) days referred to above shall commence the day following the date on which the registered letter is first sent.

(2) It is agreed that employees laid off are subject to recall providing they keep the Employer informed of their current address and telephone number.

(3) Seniority shall be lost if an employee does not comply with (1) of this Article. The employee who has lost his seniority under Article 6.36(1) above shall be entitled to the first opportunity of employment before the hiring of any new employees. His/her seniority shall be effective from the day he/she returns to work.

6.37 TERMINATION OF EMPLOYMENT: Termination of employment and removal from the seniority list shall occur if an employee:

(1) Voluntarily leaves the employ of the Employer

(2) Is discharged for just cause, or

(3) Has been out of the employment of the Employer for a period of two (2) consecutive years or longer without leave of absence.

6.38 72 HOUR NOTICE - LOSS OF SENIORITY/TERMINATION: The Employer shall, within 72 hours, advise the employee, chief or designated shop steward and the Union by letter when the employee has lost his seniority or terminated for any reason.

6.39 NOTICE TO UNION OF EMPLOYMENT CHANGES: The Employer shall submit to the Union once each pay period the names of any employee who is hired, discharged, voluntarily quits, or suffers loss of seniority.

6.40 LEAVE OF ABSENCE: A request by an employee for leave-of-absence without pay and for good reason may receive full consideration by the Employer and may be granted. The period of leave is not to exceed three (3) months unless extended by mutual consent. A copy of the employee's application and reasons for leave as well as the Employers response will be forwarded to the Chief Shop Steward and the Union office by the Employer.

FAMILY DAYS

Employees shall be allowed up to five (5) unpaid family days per year pursuant to the Employment Standards Act. In order to minimize scheduling problems, Employees requesting time off pursuant to this article shall advise the Employer of their intention to use an unpaid workday.

6.41 **LEAVE OF ABSENCE - EMPLOYMENT ELSEWHERE:** A request by an employee for leave of absence without pay and for good reason to take employment elsewhere may receive full consideration by the Employer and may be granted for a period of three (3) months unless extended by mutual consent to a maximum one (1) year. In the case of leave of absence request for employment elsewhere there must be a suitable replacement worker available. In the event the employee wants to return to work prior to the leave of absence period, he/she shall advise the Employer one (1) week prior to their date of return to work.

Upon failure to obtain an extension if so requested, the employee must report for work or he/she shall be terminated and removed from the seniority list. The administration of this clause shall be done in a non-discriminatory manner. A copy of the employee's application and reasons for leave shall be forwarded to the Union office by the Employer.

6.42 **LEAVE WHEN APPOINTED TO UNION OFFICE:** The Company will grant leave of absence without pay to employees who are appointed to Union office for a period up to, and including one (1) year. Further leave of absence may be granted by mutual consent. The employees who obtain this leave of absence shall return to the Company within thirty (30) calendar days after the completion of the term of employment with the Union. In order for the Employer to replace the employee with a substitute the Union shall give the Company five (5) working days notice in writing.

6.43 **LEAVE TO ATTEND TO UNION BUSINESS:** The Company will grant leave of absence without pay to a maximum of two (2) employees in each plant at any one time, who is elected or appointed as Representative to attend Labour Conventions, Union Meetings, seminars, and negotiations in order that he may carry out these duties on behalf of the Union. In order for the Employer to replace the employee with a substitute the Union shall give the Company three (3) working days notice in writing.

6.44 **EDUCATION LEAVE**

Employees shall be allowed up to ten (10) months leave of absence for education purposes. Should the course go beyond ten (10) months, the leave may be extended by mutual agreement.

6.45 **TRANSFER OF COLD STORAGE OPERATORS OR MAINTENANCE PERSONNEL:** It is agreed that the Employer may transfer Cold Storage Operators or Maintenance Personnel to other plant facilities operated by same to perform work that may be necessary so as to ensure maximum coverage of such facilities at all times. The Employer shall pay such employee so transferred mileage if the employee uses his/her own vehicle.

6.46 **JOB RESTRICTION FORMS:** Commencing September 1 of each year, all employees shall complete a standardized job restriction form and indicate the jobs which they are

restricting themselves from performing. Once completed, the employee shall give thirty (30) days notice, in writing, of any change to his/her status. In the event that it is determined that employees are abusing this provision the Union and Company shall meet to discuss the situation. Copies of the completed job restriction forms and any changes shall be submitted by the Company to the Chief Shop Steward and the Union office.

The standard format attached as a Letter of Understanding is the only form to be recognized and used for these purposes.

Every effort shall be made to complete this form by October 31st.

- 6.47 **ILLNESS OR INJURY PLACEMENT:** If an employee, as a result of bona fide illness or injury is unable to do the same or similar work to that which he/she was doing prior to his disability, the Employer and Union will meet and endeavour to find work he/she is capable of doing.

ARTICLE 7 - ANNUAL HOLIDAYS (VACATIONS)

- 7.1 Commencing the 1983 calendar year employees shall be entitled to two (2) weeks vacation with pay after working 150 shifts in any one (1) Industry payroll year with the Employer and have worked a minimum of 150 shifts for the Employer during the preceding Industry payroll year.

The pay for such vacation period shall be four percent (4%) of the employee's total earnings during the previous Industry payroll year or two (2) weeks at the regular rate of pay, whichever is greater. If the employees do not work the minimum shifts as provided for above, they shall be only entitled to payment based on the four percent (4%) above.

- 7.2 Commencing the 1983 calendar year employees who have completed five (5) years of cumulative service with the Employer of 150 shifts in each Industry payroll year and has worked a minimum of 150 shifts for the Employer during the preceding Industry payroll year shall be entitled to three (3) weeks vacation. The pay for such vacation period shall be six percent (6%) of the employee's total earnings during the previous Industry payroll year or three (3) weeks at the regular rate of pay whichever is greater. If the employees do not work the minimum shifts as provided for above, they shall be only entitled to payment based on the six percent (6%).

- 7.3 Commencing the 1983 calendar year employees who have completed ten (10) years of cumulative service with the Employer of 150 shifts in each Industry payroll year and has worked a minimum of 150 shifts for the Employer during the preceding Industry payroll year shall be entitled to four (4) weeks vacation. The pay for such vacation period shall be eight percent (8%) of the employee's total earnings during the previous Industry payroll year or four (4) weeks at the regular rate of pay whichever is greater. If the employees do not work the minimum shifts as provided for above, they shall be only entitled to payment based on the eight percent (8%).

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- 7.4 Commencing the 1983 calendar year employees who have completed eighteen (18) years of cumulative service with the Employer of 150 shifts in each Industry payroll year and has worked a minimum of 150 shifts for the Employer during the preceding Industry payroll year shall be entitled to five (5) weeks vacation. The pay for such vacation period shall be ten (10%) of the employees total earnings during the previous Industry payroll year or five (5) weeks at the regular rate of pay, whichever is greater. If the employees do not work the minimum shifts as provided for above they shall be only entitled to payment based on the ten (10) percent.
- 7.5 **VACATION OPTIONS:** Employees shall have the option by seniority of scheduling their vacation weeks in the following manner:
- (1) during regularly scheduled work weeks
 - (2) while on layoff
 - (3) as a leave of absence
- 7.6 **VACATION - LESS THAN 150 SHIFTS:** Any employees who have been entitled to vacations and work less than 150 shifts in the previous Industry payroll year shall have the option to schedule time off, as per above 7.5 with the applicable percentage payout.
- 7.7 **VACATION - 180 SHIFTS PRIOR TO 1983:** All qualifying shifts of 180 for employees prior to calendar year 1983 shall be defined as completed or cumulative service for the purposes of entitlement and calculation of vacation pay.
- 7.8 **VACATION - QUALIFYING SHIFTS:** All paid vacations, statutory holidays, sick leave, leave of absence on Jury Duty, leave of absence on Union business, bereavement leave, shifts off on Workers Compensation, and Industry related Educational leave as determined by the Employer taken during a working period of a Industry payroll year shall be counted as shifts worked for the purpose of qualifying for annual holidays.
- 7.9 **VACATION YEAR:** Vacations and vacation pay shall be computed on the basis of the Industry Payroll Year which shall be 26 pay periods.
- 7.10 **VACATION SELECTION PROCEDURE:** In order to assure everyone's right by seniority for vacations and the normal operations of the Company, the following procedure shall apply:
- (1) Vacations shall be scheduled commencing January 1st to March 31st of each year.
 - (2) This process will be completed by April 30th and employees who have not selected vacation time by this date will have their vacations scheduled by management.
- Employees not granted all or part of their requested vacation time will be contacted by the Employer to arrange alternate available vacation time pursuant to Article 7.10(4) below.

- (3) The vacation schedule shall be posted and requests for vacation will be signed by Management and a copy returned to the applicant.
- (4) Employees shall indicate their first and alternate choices of vacation time on their application. Should a time become available after the completion of the initial schedule, the employer shall review the schedule and attempt to provide employees with their alternate choice by seniority.
- (5) Notwithstanding the reference to Industry Payroll Year in other clauses of Article 7 Annual holiday, the vacation selection procedure shall continue to operate on the basis of the calendar year.

7.11 VACATION FORMAT:

- (1) Employees shall be able to use vacation time while on sick leave or layoff of one or more days at a time during the year.
- (2) Should a scheduled vacation slot become vacant due to the above past practice provisions a less senior employee shall be entitled to the slot if he/she wishes to do so.
- (3) The formula for vacations shall be a minimum of two (2) employees per week during the calendar year and no vacations shall be withheld when qualified replacement employees are available, and employees are laid-off from the existing seniority list.
- (4) The above is subject to the manning requirements and availability of employees for the normal operations of the Company.
- (5) It is understood that at certain times the Employer may not be able to allow employees to take vacation. However, as long as in the opinion of Management there is a suitable replacement employee available, the Employer shall allow the employee to take his/her vacation as scheduled.
- (6) Should a dispute arise with any matters relating to the scheduling of vacations the employees have a right to the Grievance Procedure.

7.12 VACATION PAY - LESS THAN 150 SHIFTS: Employees not entitled to regular vacation pay shall be entitled to pay in lieu of vacation in an amount equal to four percent (4%) of their total earnings for the period worked. Payment of the said four percent (4%) is to accompany the pay cheque at each pay period while the employee is working.

7.13 **VACATION PAYMENT AND SHIFTS:** Pursuant to any understandings, current or otherwise, the parties agree to be bound by the following:

- (1) Upon giving two (2) weeks notice, an employee may receive vacation pay in advance of actually taking vacation which will be on a separate cheque from regular wages.
- (2) Employees who have qualified and earned full entitlement for two (2), three (3), four (4), or five (5) weeks vacation must take this vacation period so provided in Article 7.
- (3) Employees who have qualified for, but have not earned full entitlement, must take the time off to the extent that their vacation earnings so provide. (For example, an employee who has qualified for 2 weeks vacation on a previous occasion, but for some reason only earned 8 days vacation pay entitlement will only be required to take 8 days as vacation time off.)
- (4) However, pursuant to (3) above, if employees wish to have all their vacation entitlement (both paid and unpaid) credited as shifts worked for qualification purposes, they then must schedule and take that vacation period as time off from work. They must advise the Employer of this position.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.1 **DEFINITION OF GRIEVANCE:** Grievance means any complaint or claim brought by the Employer or by the Union or by any employee concerning discipline or discharge, or matters relating to the interpretation, application or alleged violation of this Agreement.
- 8.2 **GRIEVANCE TO BE IN WRITING:** All grievances in 8.4 shall be in writing, signed by the party making the grievance. No grievance concerning the termination of an employee shall be considered if the alleged circumstances occurred more than ten (10) working days prior to its presentation to the Employer. When filing a written grievance in respect of an alleged violation of the Collective Agreement, the grievor will endeavour to indicate the Article(s) so violated.
- 8.3 **GRIEVANCE COMMITTEE:** There may be a Grievance Committee consisting of a maximum of three (3) members designated by the Union, who will be afforded such time off with pay held at the request of Management or the Grievance Committee.
- 8.4 **FIRST STEP - GRIEVANCE IN WRITING:** All grievances shall be in writing and presented to the supervisor by any individual employee with a shop steward. Management may request a meeting with the grievor and Shop Steward. In any event, whether the meeting takes place or not, the Employer shall inform the grievor and Shop Steward of the decision in writing within five (5) working days after presentation of the grievance to Management.

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- 8.5 **SECOND STEP:** If settlement is not achieved by the First Step, or if such step is not applicable a meeting will then be held between a Representative, Chief Shop Steward or Representative of the Union and Employer. The party to whom the grievance was presented shall make its decision known within ten (10) working days of the termination of the meeting. A Union policy grievance or grievance relating to discipline or dismissal of an employee shall start at this step.
- 8.6 **THIRD STEP - ARBITRATION:**
- (1) **WRITTEN NOTICE:** This step may be invoked by any party giving written notice to the other concurrently with the decision required under the preceding steps or within thirty (30) days thereafter.
 - (2) **SINGLE ARBITRATOR:** The parties may mutually agree to use the service of a single arbitrator. If they cannot decide on the name of an arbitrator, the Minister of Labour shall appoint an arbitrator.
 - (3) **ARBITRATION BOARD:** If settlement is not reached by the above procedure, the matter in dispute shall be referred to an Arbitration Board, to consist of one member appointed by the Employer and a member appointed by the Union, and a third mutually agreed upon by the other two. No official of the Employer of the plant concerned or member of the Union in the plant concerned shall be eligible for membership on an Arbitration Board. If Agreement cannot be reached as to appointment of a third member, he shall be appointed by the Minister of Labour for British Columbia. A decision by a majority of the Arbitration Board shall be final and binding upon all parties concerned.
- 8.7 **FINAL & BINDING DECISION:** The decision of the Arbitrator appointed in the above manner shall be final and binding on both parties.
- 8.8 **NO POWER TO ALTER:** The Arbitrator shall not have the power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 8.9 **ARBITRATION COST SHARING:** The parties to this Agreement shall bear jointly, on a 50/50 basis, the fee of the Arbitrator and any expenses incurred by him.
- 8.10 **WAIVE TIME LIMITS:** The parties may waive any of the above time limits by mutual consent.

- 8.11 **DISCIPLINE:** The Employer shall have the right to discipline any employee for good and sufficient reasons, including misconduct or failure to perform the allotted duties in a reasonably efficient manner. However, in cases of inefficiency or minor misconduct, such discipline shall take the form of verbal warning in the presence of a Shop Steward and to be confirmed by memo. The second warning shall be a written warning detailing the problem to the employee with a copy to the Union and the employee shall be given reasonable opportunity to attain the necessary standards. All warning letters and all verbal warnings shall be null and void after 90 working days.

When an employee is dismissed for inefficiency or misconduct, a letter of dismissal shall be handed or mailed to the employee and a copy to the Union. This letter shall detail the reasons for dismissal. All actions under the above sections shall be subject to grievance procedures.

ARTICLE 9 - NO STRIKE OR LOCKOUT CLAUSE

- 9.1 The Company agrees that there shall be no lock-out of employees complete or partial during the term of this Agreement.
- 9.2 The Union agrees that there shall be no strike or slowdown either complete or partial while this Agreement is in effect.
- 9.3 The Union shall repudiate in writing and communicate to the Employer within 24 hours after cessation of work or commencement of picketing or placarding, any strike or other slowdown, or cessation of work whatsoever occurring while this Agreement is in effect and shall declare that any picketing or placarding line set up in connection therewith is illegal and not binding on the members of the Union.
- 9.4 It shall be the duty of the Employer to advise the Union immediately following the cessation of work or the commencement of any such picketing or placarding.
- 9.5 Any employee who refuses to cross the picket line shall not be considered to be in violation of this Agreement. Further, the Employer will not discriminate in any way or take any punitive action against an employee who refuses to cross a picket line.
- 9.6 Except as otherwise specifically provided or dealt with, any dispute as to a violation of any condition or provision of this section shall be a matter for grievance procedure.

ARTICLE 10 - WAGES AND CLASSIFICATIONS

- 10.1 **WAGES - SCHEDULE "A" AND "AA":** Wages and classifications shall be in accordance with Schedule "A" and "AA" attached hereto.

For the purposes of this Collective Agreement the term "working year" shall mean a payroll year as defined in Article 7.9 of this Agreement.

- 10.2 **EQUAL PAY:** Where jobs are interchangeable and the functions and job content are similar the rate of pay shall not differentiate between men and women.
- 10.3 **PAY SLIPS:** A complete and itemized computation of the employee's pay and sick leave hours shall be shown on his pay envelope or slip accompanying his pay cheque, or by providing duplicate carbon copy time slips, making one copy available to the employee at the time the slip is made out or after extensions are checked or in a group with the pay cheque. Wages are to be paid within five days of the end of the pay period.
- 10.4 **WAGE RATES POSTED:** The Employer agrees to inform all employees of the wages and classifications under which they are working, by posting a copy of the wage schedule, as well as a copy of the Agreement, on the bulletin board, and shall inform all new employees verbally of their rate of pay.
- 10.5 **JURY DUTY OR WITNESS DUTY:** The difference between jury duty pay, or witness duty when subpoenaed to appear, and the employee's regular rate of pay, will be paid. Days on jury duty or witness duty shall count as shifts worked towards qualifying service for annual vacations, paid sick leave and Employee benefits.
- 10.6 **NO WAGE LOSS:** When working on full shifts, employees will not be deducted for the last 12 minutes.
- 10.7 **PIECEWORK RATE:** It is agreed that the method used for establishing the piece work rates as published in Schedule "A" will be based on the Verification Study of Fruit Packing Piece-Work Rates prepared by Stevenson Kellogg Ernst and Whinney and dated February 3, 1989. It is agreed that the rates will be changed from time to time in accordance with any negotiated hourly increases. These rates may be subject to adjustment because of the C.O.L.A. clause.
- 10.8 **SPRAY DISPENSER PREMIUM:** When bargaining unit employees are licensed and perform the work of a spray dispenser they shall receive an additional dollar (\$1.00) per hour.
- 10.9 **BEREAVEMENT PAY:** Three (3) days bereavement pay shall be allowed for immediate family. (Father, Mother, Husband, Wife, Children, Brothers, Sisters, Grandparents, Grandchildren, In-Laws and "step" relations).
- 10.10 **MATERNITY LEAVE:** An employee supported by a certificate of a medical practitioner that she is pregnant shall be entitled to a leave of absence from work, without pay, for a period of eighteen (18) consecutive weeks or a shorter period if the employee requests,

commencing eleven (11) weeks immediately prior to the estimated date of birth or at a later date if the employee requests. Regardless of the date of commencement of the leave taken in this clause, the leave shall extend six (6) weeks beyond the actual date of birth unless the employee requests a shorter period.

- 10.11 **MATERNITY LEAVE - RETURN TO WORK NOTICE:** A request for a shorter period in 10.10 must be given in writing to the Employer at least one (1) week before the date the employee indicates she intends to return to work, but can only resume work if supported by a certificate from a medical practitioner.
- 10.12 **MATERNITY LEAVE - EXTENDED LEAVE:** Where an employee, who has been granted leave of absence under this article and for reasons related to the pregnancy supported by a certificate by a medical doctor, is unable to return to work or resume same after the expiration of the initial leave, the Employer shall grant further leave of absence from work, without pay, for a period as may be specified by the medical certificate but not exceeding a total of six (6) consecutive weeks.
- 10.13 **MATERNITY LEAVE - JOB DUTY REQUIREMENTS:** An Employer shall require an employee to commence a leave of absence under this article if the said employee cannot reasonably perform the duties of the job due to the pregnancy and such leave of absence shall continue until the employee can furnish support from a medical doctor stating that she can perform the work.
- 10.14 **MATERNITY LEAVE - PENSION & OTHER BENEFITS:** The employee who has been granted leave of absence under this article shall be considered to be in continuous employment for the purposes of entitlement to pension, medical or any other benefit and the Employer shall continue to make payments to the plan in the same manner as if the employee were not absent providing the said employee elects to continue to pay her share of the cost of the plan.
- 10.15 **MATERNITY LEAVE - EMPLOYMENT STANDARDS ACT:** It is also understood that any other provisions as per the Employment Standards regulations of B.C. in respect of maternity leave shall be applicable where appropriate.

ARTICLE 11 - SAFETY & HEALTH

- 11.1 **PROVISIONS FOR SAFETY AND HEALTH:** The Employer shall make reasonable provisions for safety and health of its employees at the plants during the hours of their employment.
- 11.2 **SAFETY COMMITTEE:** The Employer agrees to recognize the Safety Committee as provided for under the Workers' Compensation Board Accident Prevention Regulations. It is understood that representatives of the Employer and representatives of the Union appointed by their members shall be members of this committee. The Safety Committee will hold monthly meetings as best determined by the Company on Company time with pay. Minutes of the Monthly Meeting shall be forwarded to the Union office.

- 11.3 **C.O. MEASURING DEVICE:** The Shippers agree that a carbon monoxide measuring device shall be available at the Federated Shippers office and made available when requested by the Safety Committee in a plant.
- 11.4 **EMERGENCY EVACUATION:** The following guidelines shall be implemented in each plant throughout the industry:
- (1) An efficient warning system audible to all employees.
 - (2) Auxiliary lights shall be provided for the employees in the event of power failure or power shortage.
 - (3) Each Supervisor shall be responsible to ensure that each employee is informed of the proper evacuation route.
 - (4) Each Supervisor shall check by roll call to ensure all employees are evacuated.
 - (5) Such evacuation shall be conducted twice during each packing season.

ARTICLE 12 - FIRST AID ATTENDANT

12.1 FIRST AID ATTENDANT POSTING:

The Employer will request applications through job posting procedures for a qualified First Aid Attendant and a backup as it deems necessary.

In the event the Employer hires an employee with a first aid ticket or should an employee obtain the ticket on his/her own, the Employer agrees that the employee shall not be recognized as the posted first aid attendant. However, this shall not preclude the Employer from utilizing said employee in the interim so as to comply with WCB regulations. In the meantime, the Employer shall post for first aid training and should a senior employee not apply for the position, the less senior ticketed employee will be awarded the position and shall be reimbursed for all costs as per Article 12.9(1).

- 12.2 **FIRST AID ATTENDANT PREMIUM:** The qualified First Aid Attendant working on hourly or piece work rates, shall receive his regular hourly rate or the average of his piece-work rate for the day to cover any time spent on First Aid work; and, in addition thereto, he shall receive:

- (I) \$1.60 per hour Level III
- \$1.40 per hour Level II
- \$.60 per hour Level I (transportation endorsement)
- \$.40 per hour Level 1

All of which is subject to Article 12.9(b).

- (ii) \$.80 per hour Level III
- \$.70 per hour Level II
- \$.30 per hour Level I (transportation endorsement)
- \$.20 per hour Level I

All of which is subject to Article 12.9(b).

First Aid Attendant and backup shall be listed on the published seniority list.

- 12.3 **BACKUP FIRST AID ATTENDANT - PREMIUM:** When backup First Aid Attendant is in to work by seniority, he/she shall receive 50% of applicable ticket rate per hour in addition to his/her occupational rate of pay.
- 12.4 Employees who hold valid first aid certificates and are in to work by seniority but are not posted back-ups shall receive 50% of the applicable ticket rate per hour in addition to his/her rate of pay..
- 12.5 **BACKUP FIRST AID ATTENDANT - REQUIREMENT:** The Employer shall maintain a trained backup First Aid Attendant for each shift to be available in the event of the absence of the regular First Aid Attendant.
- 12.6 **BARGAINING UNIT FIRST AID:** Except in the case of an emergency, the first aid duties will be performed by bargaining unit employees only.
- 12.7 **FIRST AID - JOB DUTIES:** It is understood that any employee receiving the above premium shall carry out the normal responsibilities pertinent to the job classification to which they are assigned.
- 12.8 **FIRST AID ATTENDANT - SENIORITY:** In the event the First-Aid Attendant is at work out of line of seniority the Employer shall assign the First-Aid Attendant to a job that the First-Aid Attendant is capable of performing but replaces the lowest senior employee called into work.
- 12.9 **FIRST AID TRAINING:**
- (a) Employees who are awarded the first aid posting will be trained or retrained for the Industrial First-Aid Certificates and will be compensated subject to the following conditions:
 - (1) That the Employer will pay all reasonable costs involved, such as course tuition and materials required to those employees who pass the course. Reasonable costs include mileage.
 - (2) Employees who are renewing their present first aid ticket or upgrading same shall be paid in advance prior to taking the course. Should the employee fail the particular course they shall repay the advance monies to the Employer in a mutually agreed to manner.

- (3) Employer reserves the right to set the number of applicants that may apply for training.
- (b) Employees, who are currently first aid attendants – regular, back-up or others who have tickets, shall be entitled to exercise an option, upon renewal of their present first aid ticket or are upgrading same as may be required by the W.C.B.;
- (1) of being paid for the time required to complete the additional training program or;
- (2) taking the time off on their own to complete renewal or upgrade.

If they choose option (2) they shall not be paid for time required to complete renewal or upgrade, but shall continue to receive the current first aid rate as provided for in Article 12.2(1). However, should they choose option (1) they shall be paid pursuant to Article 12.2(ii) outlined above.

Employees who do not presently hold valid first aid certificates, but are successful applicants to first aid postings and are obtaining their initial first aid certificate shall not be entitled to exercise an option but shall be paid for the time required to complete the additional training program. Such employees shall attend training programs, while on lay-off, leave of absence or scheduled time off without pay, but upon successful completion of the program shall be paid for the hours normally required to complete same at their posted rate of pay. Such time shall be limited to that first aid certificate as is required by the W.C.B. regulations.

Such time paid shall be considered as time worked for the purpose of the Collective Agreement.

It is further understood that current first aid attendants if they choose option (1) as above, shall be governed in the same manner as employees who are getting their initial first aid certificate.

In respect of hours to be paid, upon successful completion, it is understood that the employee shall receive payment only for actual time required to be in attendance at the first aid course to complete all requirements.

ARTICLE 13 - HEALTH AND WELFARE**13.1 SICK LEAVE - QUALIFICATION PERIOD:**

- (1) Effective September 1, 1998 all employees not qualified for paid sick leave shall serve the applicable qualification of 140 shifts in a calendar year, or if not attainable;
- (2) 210 shifts in two (2) consecutive calendar years.

Once qualified under (1) or (2) it will not be necessary to re-qualify unless an employee is terminated or suffers loss of seniority.

13.2 SICK LEAVE - ACCUMULATION: Upon completion of the Qualification Period, the employee shall earn eight (8) hours for every one hundred and seventy-six (176) hours worked to a maximum of the three hundred and twenty (320) hours. These hours shall be calculated and itemized on the employees' pay stub each pay period.**13.3 SICK LEAVE - REMUNERATION:**

- (1) Sick hours taken shall be at the employee's classified rate of pay.
- (2) For any absence occasioned by non-compensable illness , injury, including visits to doctors & dentists, the option of whether or not to use accumulated sick pay shall rest with the employee concerned.
- (3) Should the Employer request the doctor's slip, the Employer shall pay all costs incurred by such a request upon presentation of the receipt by the employee.
- (4) An employee shall not be entitled to receive sick leave pay in excess of that which he has accumulated.
- (5) Wilful abuse of any of the provisions of the sick leave plan will result in disciplinary action being taken by the Company and supported by the Union.
- (6) There shall be no payout of sick leave hours not used for absence as stipulated in 13.3(2) above.

13.4 VACATION PAY IN LIEU OF SICK LEAVE: In the event that they have no sick leave credits, employees may use accrued vacation pay to augment their loss of earnings while absent due to illness as outlined in Article 7.11(1).**13.5(a) MEDICAL PLAN:** On presentation of a B.C. Medical Plan receipt covering the employee's family, all employees who have accumulated 140 work shifts from their starting date shall at their option, qualify for B.C. Medical coverage. Employer to pay 100% of the cost of the plan, premium effective date of ratification, and shall commence upon completion of the above mentioned 140 shifts.

(b) **MEDICAL REBATE:** The parties agreed that the following shall constitute the procedure to be followed by employees when applying for the Medical Rebate:

- (i) Rebate: Monthly
Two months
Quarterly
Yearly

Or any other arranged and agreed to payment by the employee and payroll department.

- (ii) Any change to an employee's present status must be reported to the company and so indicated on the rebate invoice.
- (iii) B.C. Medical rebate will not be paid until such time as an invoice is submitted to the Company in the employee's name.
- (iv) Rebate is based on 26 pay periods per year. A delay in submitting the rebate invoice will cause a delay in payment.
- (v) Please check with the payroll department if you are having problems with your B.C. Medical rebate.
- (vi) Employees are requested to comply with the provisions of this policy in order to avoid any unnecessary rebate problems or disputes.

13.6 **FAILURE TO OBTAIN B. C. MEDICAL COVERAGE:** The parties shall not be responsible or liable for an employee's failure to obtain B. C. Medical Plan coverage as outlined in 13.5 above.

13.7 B.C. Medical – W.C.B. Employer shall reimburse medical for those employees on W.C.B. as if they have been working and would have been called to work. Employees shall be responsible for submitting claims for the time off. This provision applies for wage loss claims only and for no longer than 1 (one) year from date of injury.

ARTICLE 14 - PENSION RETIREMENT PLAN:

14.1 Effective Sunday after ratification, it is agreed that all Employers party to this Agreement shall contribute to the B.C. Fruit Industry Pension Plan at a rate of three and one half (3 ½) percent (%) of gross earnings in respect of all employees in the Bargaining Unit who:

- (1) are current employees and are desirous of becoming members of the plan and meet the eligibility rules as set forth in this section, and
- (2) new employees who must become members of the plan effective the date they meet the eligibility rules as set forth in this section.

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- 14.2 Effective September 1, 2004, it is agreed that all employees of the Employers party to this Agreement, eligible for membership and benefits of B.C. Fruit Industry Pension Plan in accordance with 14.1(1) & (2) above and in 14.4 below, shall contribute to same at a rate of three and one half (3 ½) percent (%) of gross earnings. In addition to the foregoing, participating employees may make additional contributions to the Plan as they so desire.
- 14.3 **"Total earnings"** for the purpose of this section shall be defined as all money received directly from the Employer (wages, overtime, shift premiums, vacation pay, sick leave, bereavement pay, credit payments, or other items of a similar nature).
- 14.4 **ELIGIBILITY:** All employees who have completed 100 shifts of work in a calendar year or those who have completed 210 shifts of work in two (2) consecutive years from starting date shall be eligible for membership in the Plan. All employees who thereafter complete the above eligibility requirements shall become members of the Plan as of the date of qualification.
- 14.5 **B. C. PENSION ACT 1993:** And in addition to the foregoing, and pursuant to the B. C. Pension Act of 1993, any employee may elect to participate in the Pension Retirement Plan providing the employee meets the following criteria:
- (1) has been employed in the prior two calendar years
 - (2) has completed at least 350 hours of employment in each of the prior two calendar years
 - (3) has earned more than 35% of the years Maximum Pensionable Earnings in each of the prior two calendar years
- 14.6 **ELIGIBILITY REQUIREMENTS:** However, should such employee(s) decide not to participate as per Article 14.5, they then shall be required to join the Pension Plan not later than the date after meeting the eligibility requirements as per Article 14.4 above. Nothing shall preclude an employee from electing to participate in the Pension Plan prior to this date providing they have met the basic requirements of Article 14.5.
- 14.7 **CONTRIBUTIONS:** Contributions, along with a list of the employees for whom they have been made and the amount of the contributions in respect of gross earnings, as defined above, for each eligible employee according to 14.1 and 14.2 shall be forwarded by the Employers to the Trust Company or such other financial institution so designated to receive same by the Board of Trustees and shall do so not later than twenty-one (21) days after the close of the Employers' accounting period.
- 14.8 **JOINT BOARD OF TRUSTEES:** The Plan shall be controlled by a Joint Board of Trustees made up of an equal number of representatives from Union and from the Employers. While the number may be changed from time to time as the Board deems necessary, it is understood that the number of Trustees will be three (3) from the Union and three (3) from the Employers.

14.9 ADMINISTRATION OF THE PLAN: The Board of Trustees or their valid replacements shall be solely responsible for the overall administration of the Plan and shall from time to time, in addition to those listed below, be empowered to make such rules and regulations in respect of the operation of the Plan as they deem necessary through the Plan Trust Document and/or Agreement.

- (1) The selection and appointment of Administrator, Actuary Consultant, Investment Counsel, Legal Counsel, or such other individual(s) who may be retained in respect of the operation of the Plan. The foregoing shall be solely responsible to the Board of Trustees.
- (2) Formulation, design and implementation of Plan Trust Document and/or Agreement.
- (3) Direct the Administrator to report on the status of the Plan as necessary but not less than once per year in accordance with pertinent pension legislation. Such reports will include the following and be provided to the Union and Employers (a) complete copy of actuarial evaluations; and (b) financial statements at the end of each Plan year showing:
 - (i) Contributions made to the fund by the Employers and Employees.
 - (ii) Total benefits from the Fund.
 - (iii) Investment income (interest, dividends, and realized and unrealized capital gains or losses).
 - (iv) Amount of the assets at the beginning and end of each Plan year at book and market value and a description of assets held.
 - (v) Expenses paid from the Plan.
 - (vi) Number of active members and names.
 - (vii) Number of beneficiary claims.
 - (viii) Number of terminations.
- (4) All reasonable expenses incurred in the operation of the Plan shall be paid from the Plan including the costs of Administration.

14.10 PLAN MEMBERS - TERMINATION - VOLUNTARY: Plan members who terminate of their own accord shall have vesting rights shown below and shall be entitled to withdraw their accrued benefits as follows:

1 year	- 10% of Employers share plus interest
2 years	- 20% of Employers share plus interest
3 years	- 30% of Employers share plus interest

4 years	- 40% of Employers share plus interest
5 years	- 50% of Employers share plus interest
6 years	- 60% of Employers share plus interest
7 years	- 70% of Employers share plus interest
8 years	- 80% of Employers share plus interest
9 years	- 90% of Employers share plus interest
10 years or more	-100% of Employers share plus interest

- 14.11 **ADDITIONAL CONTRIBUTIONS:** If employees desire to make additional contributions to the Plan, the Employers shall cooperate in this matter, make payroll deductions and submit same as per 14.7 above.
- 14.12 **DISPUTES PROCEDURE:** The Trust Agreement shall provide that in the event of a dispute arising out of the administration or operation of the Plan or Fund, the matter shall be referred to an arbitrator mutually agreeable to both parties. Failing this, an arbitrator will be so appointed by a judge of the Supreme Court of British Columbia.
- 14.13 **PLAN REGISTRATION:** It is understood and agreed that the Plan shall be such that it can and shall be registered, and continue to be registered, under applicable Federal or Provincial law in respect of pension plans. Subject to the foregoing, the Employers and the Union agree to be bound by actions taken by the Employer and the Union Trustees under the Plan.
- 14.14 **UNVESTED FORFEITURES:** The amount of the Employer's share not vested shall remain in the Pension Fund and shall be used to pay routine administrative expenses yearly and the remainder shall be shared equally among all plan members. This amount shall be indicated in a manner formulated by the Trustees in the annual report to each Plan member.
- 14.15 **QUALIFYING SHIFTS:** For the purpose of qualification and accumulation - a call to work, all paid vacations, statutory holidays, paid sick days, shifts absent on W.C.B., Union business, jury duty, bereavement leave or industry related education leave as determined by the Employer, taken during a calendar year shall be counted as shifts worked.
- 14.16 **SEVERANCE PAY - RETIREMENT:** Upon retirement and application for pension under this B.C.F.I.P.P. at age 60 or over, an employee with twenty (20) years of continuous service with an Employer will be paid a maximum of two (2) weeks severance pay.
- 14.17 **W.C.B – PENSION OPTION:** An employee who is absent on Workers' Compensation wage loss benefits shall be considered eligible for pension benefits. The employee shall be responsible for applying for said benefits and paying his/her share of the cost of the plan at the end of the compensation period. Said entitlement shall be based on the compensation benefits paid and shall not continue for more than one year from date of injury.

ARTICLE 15 - GENERAL**15.1 WEARING APPAREL:**

- (1) **Gloves and Aprons** - Employees required to dip boxes, bins, etc., in any solution shall be supplied with rubber or rubber-type gloves and aprons. Where employees are required to wear suitable gloves, i.e. nylon, plastic, etc., the Employer agrees to supply these gloves or protective sleeves free of charge on a replacement basis. The Employer will provide protective aprons and proper gloves for stackers if so requested and protective sleeves for sorters on the same basis.
- (2) **Coveralls** - The Employer shall supply and launder coveralls for maintenance personnel.

15.2 QUARTERLY MEETINGS: It is further agreed that the parties to this Agreement may meet at least once quarterly for the purpose of reaching maximum harmony and cooperation in the carrying out of this Agreement.

15.3 PACKERS - REPACK: Packers will not be required to repack, without compensation, packs which are short weight or over weight when such incorrect weight is due to mechanical failure or incorrect sizing. Packers will be compensated for any packs that fall off the skid and it is understood that packers will place their packs properly on the skids.

15.4 BUGGIES AND STOOLS: The Employer shall provide and maintain packer's buggies and sorter's stools in a safe, proper, and efficient manner.

15.5 UNION REPRESENTATIVES: The authorized business agent or representative of the Union shall be permitted to visit members regarding Union business during working hours, after notifying the Employer and no interview shall be more than five minutes unless during lunch time. It is understood that visits during lunch period shall not be restricted so long as the privilege is not abused.

15.6 LOSS OF EARNINGS ON DAY OF INJURY: An employee injured in the plant shall suffer no loss of earnings for the hours he/she would have worked but were necessarily lost on the day the accident occurred.

15.7 PAYMENT OF WAGES - UNION MEMBERS: The Employer agrees to continue carrying employees on payroll and pay usual wages including U.I.C., C.P.P., and other benefits such as sick leave, statutory holidays and vacation, counted as though they were working when it is necessary for employees to be absent to attend negotiations or Union business. Such wages and benefits so lost to be reimbursed to the Employer by the Union.

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- 15.8 **EMPLOYMENT STANDARDS:** This Collective Agreement incorporates as contractual terms of all of the provisions of the *Employment Standards Act*.

The provisions of the *Employment Standards Act* incorporated into the Collective Agreement by this Section are minimum requirements. Where other provisions of this Collective Agreement provide benefits, the superior benefits apply.

- 15.9 **EMPLOYEE JOB CLASSIFICATIONS:** The Company shall indicate all employees on the seniority list with a job classification and job group as specified in Schedule "A" and "AA".

- 15.10 **PIECE WORK RATES:** In order to avoid pay discrimination, employees assigned to piece work shall receive the packers' minimum rate and not a higher classified rate.

- 15.11 **ALTER TIME CARDS:** Management or non-bargaining unit employees shall be the only persons permitted to alter or sign employees' time cards and distribute payroll cheques which shall be issued in a manner mutually acceptable to the Employer and employee, which could include a sealed envelope or be issued to the bank or Credit Union of the employee's choice.

- 15.12 **ALCOHOL AND DRUG ASSISTANCE PROGRAM:** The Employer and the Union shall jointly establish the Alcohol and Drug Rehabilitation Committee. The Committee shall be composed of two representatives; one from the Employer and one from the Union, local business agent from the Union and Manager, Labour Relations, O.F.S.L.R.A.

The Alcohol and Drug Rehabilitation Committee shall endeavour to initiate and facilitate rehabilitation of the employee through the use of appropriate community resources.

The Union and the Employer shall pay all reasonable program costs, exclusive of treatment costs, approved by the Alcohol and Drug Rehabilitation Committee.

Should an employee facing termination accept enrollment into the program then he/she shall be governed by provisions imposed by the Alcohol and Drug Rehabilitation Committee.

Should any other employee wish assistance in gaining access to appropriate counseling services, the parties hereby agree to offer such assistance.

All matters covered shall be handled in a confidential manner.

- 15.13 **CLASSIFICATION SELECTION - VAUGHAN AVENUE PLANT:** In respect of B.C. Fruit Packers Cooperative - Vaughan Avenue, the parties hereby agree to implement for the term of this Collective Agreement, a program whereby at the commencement of the season, each employee within Job Group II employed on the Main Line and Specialty

Line shall be offered the choice of shift and job by seniority:- the choice of shift first and the preference of job second within the classifications of Group 11. All other rights and obligations of the parties shall be as per the Collective Agreement.

- 15.14 **NO SEXUAL HARASSMENT:** The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer and Union shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.
- 15.15 **COLD STORAGE OPERATORS - WEEKEND STATUTORY HOLIDAY CHECKS:** When the Cold Storage Maintenance employees are called in to work on Saturday, Sunday and Statutory Holidays they shall be paid four (4) hours at time and one-half. However, should the employee work more than four hours, then the applicable overtime rate shall apply.
- 15.16 **TOOL ALLOWANCE:** A tool allowance of 50 cents (50¢) per hour worked will be paid to journeyman trades persons and cold storage operators for the purchase of replacement tools used by such personnel in the performance of their work where the employee is required by the Company to provide his own full set of hand tools.
- 15.17 **NEGOTIATIONS - COST SHARING:** Employer and Union to split the cost of meeting rooms and printing of the Collective Agreement.
- 15.18 **TELEPHONE ANSWERING SERVICE:** The Employers, party to this Collective Agreement, hereby agree to provide a telephone answering service.

ARTICLE 16 - COST OF LIVING ALLOWANCE

- 16.1 It is agreed that the Cost of Living shall be shown on the payroll as a separate item and calculated on the basis of one cent per hour for each 0.4 point rise in the Consumer Price Index - Canada, over and above the agreed Consumer Price Index as set out in 16.2 immediately following each six month period from the commencement of the Agreement.
- 16.2 **THE COST OF LIVING ALLOWANCE** will be paid in the following manner:
- (1) The first cost of living adjustment shall be effective March 1, 2005, calculated on the difference between the Consumer Price Index for July 2004 and the Consumer Price Index for January 2005 and shall be paid only the amount over and above 11% increase.

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- (2) As of August 31, 2005 the total cost of living shall be calculated on the difference between the Consumer Price Index for July, 2004 and the Consumer Price Index for July, 2005 and the amount over and above 11% increase shall be incorporated into Schedules "A" & "AA" to reflect the same increase per hour to all hourly and piece-work employees.
 - (3) The third cost of living adjustment shall be effective March 1, 2006, calculated on the difference between the Consumer Price Index for July, 2005 and the Consumer Price Index for January, 2006 and shall be paid only on the amount over and above 11% increase.
 - (4) As of August 31, 2006 the total cost of living shall be calculated on the difference between the Consumer Price Index for July 2005 and the Consumer Price Index for July 2006 and the amount over and above 11% increase shall be incorporated in Schedule "A" & "AA" to reflect the same increase per hour to all hourly and piece-work employees.
- 16.3 No adjustments will be made to wage Schedules "A" & "AA" for increases of less than one cent per hour and no adjustments will be made to wage Schedules "A" & "AA" if there is a drop in the Consumer Price Index - Canada.
- 16.4 Should the Consumer Price Index not be published by Statistics-Canada in its present form and should the C.P.I. base become unavailable, the parties shall attempt to adjust the Clause. If Agreement is not reached, the parties shall request Statistics Canada or the Federal Department of Labour to supply appropriate conversions or adjustments which shall be applicable as per the appropriate adjustment date.

ARTICLE 17 - TECHNOLOGICAL OR PROCEDURAL CHANGES

- 17.1 **ADVANCE NOTIFICATION:** The Employer will provide the Union with four (4) months notice of intention to introduce automation or new type equipment or procedures relevant to automation and/or new type equipment which might result in loss of employment or reduction of personnel or in changes of job classifications.
- 17.2 **RETRAINING:** Employees becoming redundant due to new equipment or procedures shall be eligible for retraining providing that they have the necessary basic education and attributes to absorb such training to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such retraining will be provided by the Employer without loss of pay, to the affected employees for a period not to exceed thirty (30) days.

-
- 17.3 **RATE ADJUSTMENT:** An employee who is setback to a lower paid job because of technological change will receive the rate of pay of his regular job at the time of the setback for a period of three (3) working months. The displaced employee will receive an hourly rate based on each employee's average hourly earnings on regular shifts during the season immediately prior to the displacement, for a period of three (3) working months. At the end of the three (3) working month period the rate of pay for the new regular job will apply to all employees setback due to technological change.
- 17.4 **SEVERANCE PAY:** In cases where the Employer considers the employees are not trainable for available positions, effective September 27, 1991 those employees with 210 accumulated shifts may elect for termination of employment with severance pay of one (1) weeks pay for each year of service up to a maximum of twelve (12) weeks pay.
- 17.5 **NEW CLASSIFICATIONS:** In the event changes in methods or equipment relevant to automation or new type equipment become necessary and the classifications contained in this Agreement are not applicable, the Employer and the Union will review and establish such new classifications as may be required.
- 17.6 **INDIVIDUAL PLANTS:** It is agreed that all Clauses in Article 17 on Technological Change shall be on a basis of individual plants.
- 17.7 **STANDARD RATES OF PAY:** Where Technological Change results in jobs of essentially the same nature being created in different plants, the rate paid in all plants shall be the same.

ARTICLE 18 - DURATION OF AGREEMENT

This Agreement shall be for the period from and including September 1, 2004 to and including August 31, 2007 and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding August 31, 2007 or any subsequent anniversary date thereafter to require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice as outlined above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment.

Signed at Kelowna, B.C. this _____ day of _____, 2004.

**Okanagan Federated Shippers
Labour Relations Association:**

**United Food & Commercial
Workers Union, Local 247:**

Gary Schieck

R. Nairne

L. Carter

A. A. Cameron

K. Chayba

G. Roberts

C. Masse

C. Bard

SCHEDULE "A"

AN AGREEMENT BETWEEN O.F.S.L.R.A. & U.F.C.W., LOCAL 247(A.F.L.-C.I.O.&C.L.C.)

Effective - September 1, 2004

The employer shall pay the rates for the classifications as shown below:

JOB CLASSIFICATIONS AND JOB GROUPS	HOURLY RATE		
	(more than 35 shifts)		
	<u>Sept.1/04</u>	<u>Sept.1/05</u>	<u>Sept.1/06</u>
1Grader-Leadhand, Receiver Leadhand	19.93	20.33	20.73
2Truck Driver (#1 Licence), Straddle Carrier	18.42	18.82	19.22
3Receiver (1), Cold Storage Warehouseman (1), Head Carloader (1), Shipper (1)	18.42	18.82	19.22
4Truck Driver (#3 Licence)	17.93	18.33	18.73
5Lift Truck Operator (1), Ass't. Leadhand, Front-end Operator	17.93	18.33	18.73
6Palletizer Operator	17.63	18.03	18.43
(a) Setasides & Paper Supply Operator (B.C.F.P.C. Summerland)	17.29	17.69	18.09
7Dumper	17.21	17.61	18.01
8Grower Accounting, Computer Room Operator, Grade Checker	17.15	17.55	17.95
9Machine Operators - Stapler Operator, On-line Dumper, Bliss Machine, Bin Filler, Count Machine Operator, Accumulator Line Control, Automatic Bagging Machine, Tray Denester	17.15	17.55	17.95
10(13) Nightwatchman, (1) Janitor, (1) Stackers, Cull Man, Clean-up, Paper Supply, Bin Repairs and Bin Stacking	16.63	17.03	17.43
11Tray Line, Sorter, Bagging Line, Weigher, Stamper, Carton Forming, Carton Lidding, Repacking, Sample Selector, Packers minimum (2), BCFP Production Line, Specialty Line.	16.06	16.46	16.86

SCHEDULE "A" (Cont'd)

All new hires in Job Classes 10 & 11 will be paid:

70% for first 100 shifts at Schedule "A" rates

80% for 2nd 100 shifts at Schedule "A" rates

90% for 3rd 100 shifts at Schedule "A" rates

100% thereafter at Schedule "A" rates

		Piece-Work Rate		
		Sept.1/04	Sept.1/05	Sept.1/06
12 Pears, Tray Pad Pack Unwpd. 135's & Lgr	(4) (5)	0.880	0.901	0.923
13 Pears, Tray Pad Pack Unwpd. 150's & Smlr	(4) (5)	1.481	1.516	1.551
14 Pears, Tray Pad Pack Poly Unwpd. 135 & Lgr	(4) (5)	0.953	0.976	0.998
15 Pears, Tray Pad Pack Poly Unwpd. 150 & Smlr	(4) (5)	1.571	1.609	1.646
16 Pears, Flat Pack Wpd. 110's & Lgr.	(4) (5)	1.008	1.033	1.056
17 Pears, Flat Pack Wpd. 120's & Smlr.	(4) (5)	1.398	1.431	1.464
18 Pears, Flat Pack Wpd. Poly 110's & Lgr.	(4) (5)	1.095	1.122	1.150
19 Pears, Flat Pack Wpd. Poly 120's & Smlr.	(4) (5)	1.480	1.515	1.550
20 Pears, Family Tray Pad Pack Unwpd (40-60)	(4)	0.573	0.587	0.600
21 Pears, Family Tray Pad Pack Unwpd. Poly (40-60)	(4)	0.584	0.598	0.612
22 Pears, Handipak #20 Loose		0.368	0.376	0.385
23 Pears, B.F.C. Loose, Slope-Sided		0.368	0.376	0.385
24 Pears, Loose Apple or Pear Box		0.368	0.376	0.385
25 Pears, Half Flat Pack Wpd. 138's & Lgr.	(4) (5)	0.513	0.526	0.538
26 Pears, Tray Pad Pack, Wpd. All sizes		1.336	1.368	1.340
27 Pears, 12/3 lb. bag in M/C	(3) (8)	1.400	1.434	1.467
28 Pears, 8/5 lb. bag in M/C	(3) (8)	1.225	1.255	1.283
29 Pears, 6/6 lb. bag in M/C	(3) (8)	1.138	1.165	1.192

Sept.1/04	Sept.1/05	Sept.1/06
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References:

1 Includes \$.18 per hour additional and which shall also be paid to employees classified under job group #10 when working in cold storage.

2 Additional if packer "forms" M.C. and baskets complete for 4/4 Qt.	0.541	0.554	0.567
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3(a) Additional if packer "forms" Carton, top & bottom	0.045	0.046	0.047
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(b) Additional if packer "forms" Carton, bottom or top only	0.023	0.023	0.023
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4 Putting stitched lid on telescopic apple or pear carton - pad included	0.599	0.613	0.627
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5 Additional if packer "forms" M.C. Carton only	0.045	0.046	0.047
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6 Additional if packer "forms" & handles bulk Cartons (45-48 lbs.)	0.114	0.117	0.119
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SCHEDULE "A" (Cont'd)
References:

7Where packers are required to re-sort apples from set-aside & percentage of culls exceed 5% per std.container	0.228	0.233	0.239
8Additional if packer "forms" Carton	0.026	0.026	0.027
9Additional if packers "forms" No. 20 Vu-PaK	0.030	0.030	0.031
10Piece-work packers inserting advertising in packs - per pack	0.029	0.029	0.030
11If piece-work rate not equitable, basic hourly rate applies.	16.06	16.46	16.86
12Where jobs are interchangeable and the functions and the job content are similar the rate pay shall not differentiate between men and women.			
13Stacking of mini-packs: Employees will be paid the Stackers' rate.			
14All plants must have a posted Receiver.			

SCHEDULE "AA"

TO AN AGREEMENT BETWEEN OKANAGAN FEDERATED SHIPPERS LABOUR RELATIONS ASSOCIATION & UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 247 (A.F.L. - C.I.O. & C.L.C.)

Effective September 1, 2004

The Employer shall pay the rates for the classifications as shown below:

JOB GROUP	HOURLY RATE		
	Sept.1/04	Sept.1/05	Sept.1/06
1 Cold Storage Leadhand Mechanic Leadhand	21.46	21.86	22.26
2 Journeyman Tradesperson	21.14	21.54	21.94
3 Mechanic #1 Cold Storage #1	19.61	20.01	20.41
4 Mechanic #2 Cold Storage #2	18.42	18.82	19.22
5 Apprentice:	(% of journeyman rate)		
Start Rate	70%		
After six months	80%		
After one year	85%		
After two years	90%		
After three years	95%		
After four years	100%		
6 Mechanic Helper	17.61	18.01	18.41

SCHEDULE "B"

SCHEDULE "B" TO AN AGREEMENT DATED SEPTEMBER 1, 2001 BETWEEN THE UNITED FOOD AND COMMERCIAL WORKERS' UNION U.F.C.W., LOCAL 247, OF (A.F.L. - C.I.O. & C.L.C.) AND OKANAGAN FEDERATED SHIPPERS LABOUR RELATIONS ASSOCIATION.

Being a list of packinghouses in which the said Union is certified as Bargaining Authority for the Employees.

(Under certificate of bargaining authority issued July 24th, 1952. As varied under Section 36 of the Labour Code by the Board this 6th. day of August A.D. 1998)

Employers

Place Of Employment

B.C. Fruit Packers Co-operative

(No. 32)
880 Vaughan Avenue
KELOWNA, B.C.

(B.C.O House)
816 Clement Avenue
KELOWNA, B.C.

(Rutland House No. 33)
R.R. #1
KELOWNA, B.C.

C.A. Plant
Roanoke Avenue
KELOWNA, B.C.

SUMMERLAND, B.C.
PENTICTON, B.C.

Sun Fresh Co-operative Growers

OSOYOOS, B.C.
and
NARAMATA, B.C.

Okanagan Similkameen Co-operative Growers Association

OLIVER, B.C.
OSOYOOS, B.C.
KEREMEOS, B.C.
C.A. Plant, Airport Road

Creston
ERICKSON, B.C.

Okanagan North Growers Co-operative

VERNON, B.C.
OYAMA, B.C.
WINFIELD, B.C.

LETTER OF UNDERSTANDING NO. 1

**BETWEEN: OKANAGAN FEDERATED SHIPPERS LABOUR RELATIONS
ASSOCIATION, KELOWNA B.C., ON BEHALF OF THE EMPLOYER,
B.C. FRUIT PACKERS CO-OPERATIVE, KELOWNA, B.C.**

**AND: UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 247, KELOWNA, B.C.**

**RE: TRUCK DRIVERS, COLD STORAGE PERSONNEL AND
MAINTENANCE PERSONNEL
(ARTICLE 6.1 OF THE COLLECTIVE AGREEMENT)**

It is agreed that effective September 1, 1983, that Truck Drivers, Cold Storage Personnel and Maintenance Personnel shall be placed on separate department (seniority) lists as follows:

- (a) Truck Driver Department (date of hire with the)
- (b) Cold Storage Personnel Department (Employer and original)
- (c) Maintenance Personnel Department (plant seniority (location))

1. GEOGRAPHIC AREA

It is understood that the departments shall operate within the geographic area serviced by the Employer effective September 1, 1983 and may be enlarged upon by mutual agreement between the parties. The employees so named shall perform work within the scope of the department at any of the plants operated by Employer, as designated by the Employer.

2. LAY-OFF

Should a lay-off occur within the above departments, the employee may elect to accept lay-off or exercise his seniority rights in his plant of origin provided he has the seniority and capability to perform the work. The affected employee shall be subject to recall within his department when his job next becomes available.

3. **VACANCY**

Should a vacancy occur within any of the above departments so named, such vacancy shall be offered by job posting to all employees of the employer as per the job posting procedure, provided in the Agreement.

It is agreed that the provisions of this letter may be adopted by other Employers within the Okanagan Federated Shippers Labour Relations Association by mutual consent with the Union.

Any previous Letters of Understanding dealing with **Truck Drivers, Cold Storage Personnel** or **Maintenance Personnel** shall become null and void.

SIGNED THIS _____ day of _____, 2004 at Kelowna, B.C.

OKANAGAN FEDERATED SHIPPERS
LABOUR RELATIONS ASSOCIATION

UNITED FOOD & COMMERCIAL WORKERS
UNION, LOCAL 247

LETTER OF UNDERSTANDING NO. 2

BETWEEN: OKANAGAN FEDERATED SHIPPERS LABOUR RELATIONS ASSOCIATION, KELOWNA B.C., ON BEHALF OF THE EMPLOYER, OKANAGAN NORTH GROWERS CO-OP, WINFIELD, B.C.

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 247, KELOWNA, B.C.

RE: TRUCK DRIVERS, COLD STORAGE PERSONNEL AND MAINTENANCE PERSONNEL (ARTICLE 6.1 OF THE COLLECTIVE AGREEMENT)

It is agreed that effective September 1, 1983, that Truck Drivers, Cold Storage Personnel and Maintenance Personnel shall be placed on separate department (seniority) lists as follows:

- (a) Truck Driver Department (date of hire with the)
- (b) Cold Storage Personnel Department (Employer and original)
- (c) Maintenance Personnel Department (plant seniority (location))

1. GEOGRAPHIC AREA

It is understood that the departments shall operate within the geographic area serviced by the Employer effective September 1, 1983 and may be enlarged upon by mutual agreement between the parties. The employees so named shall perform work within the scope of the department at any of the plants operated by Employer, as designated by the Employer.

2. LAY-OFF

Should a lay-off occur within the above departments, the employee may elect to accept lay-off or exercise his seniority rights in his plant of origin provided he has the seniority and capability to perform the work. The affected employee shall be subject to recall within his department when his job next becomes available.

3. **VACANCY**

Should a vacancy occur within any of the above departments so named, such vacancy shall be offered by job posting to all employees of the employer as per the job posting procedure, provided in the Agreement.

It is agreed that the provisions of this letter may be adopted by other Employers within the Okanagan Federated Shippers Labour Relations Association by mutual consent with the Union.

Any previous Letters of Understanding dealing with **Truck Drivers, Cold Storage Personnel** or **Maintenance Personnel** shall become null and void.

SIGNED THIS _____ day of _____, 2004 at Kelowna, B.C.

OKANAGAN FEDERATED SHIPPERS
LABOUR RELATIONS ASSOCIATION

UNITED FOOD & COMMERCIAL WORKERS
UNION, LOCAL 247

LETTER OF UNDERSTANDING NO. 3

**BETWEEN: OKANAGAN FEDERATED SHIPPERS LABOUR RELATIONS ASSOCIATION,
KELOWNA B.C., ON BEHALF OF THE EMPLOYER,
OKANAGAN SIMILKAMEEN CO-OP**

**AND: UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 247, KELOWNA, B.C.**

**RE: COLD STORAGE PERSONNEL AND MAINTENANCE PERSONNEL
(ARTICLE 6.1 OF THE COLLECTIVE AGREEMENT)**

It is agreed that effective September 1, 1987, Cold Storage Personnel and Maintenance Personnel shall be placed on separate department (seniority) lists as follows:

- | | |
|---------------------------------------|------------------------------|
| (a) Cold Storage Personnel Department | (date of hire with the) |
| (b) Maintenance Personnel Department | (Employer and original) |
| | (plant seniority (location)) |

1. GEOGRAPHIC AREA

It is understood that the departments shall operate within the geographic area serviced by the Employer effective September 1, 1987, and may be enlarged upon by mutual agreement between the parties. The employees so named shall perform work within the scope of the department at any of the plants operated by Employer, as designated by the Employer.

2. LAY-OFF

Should a lay-off occur within the above departments, the employee may elect to accept lay-off or exercise his seniority rights in his plant of origin provided he has the seniority and capability to perform the work. The effected employee shall be subject to recall within his department when his job next becomes available.

3. VACANCY

Should a vacancy occur within any of the above departments so named, such vacancy shall be offered by job posting to all employees of the Employer as per the job posting procedure, provided in the agreement.

LETTER OF UNDERSTANDING NO. 3 (continued)

Page 2

It is agreed that the provisions of this letter may be adopted by other Employers within the Okanagan Federated Shippers Labour Relations Association by mutual consent with the Union.

Any previous Letters of Understanding dealing with **Cold Storage Personnel** or **Maintenance Personnel** shall become null and void.

SIGNED THIS _____ day of _____, 2004 at Kelowna, B.C.

OKANAGAN FEDERATED SHIPPERS
LABOUR RELATIONS ASSOCIATION

UNITED FOOD & COMMERCIAL WORKERS
UNION, LOCAL 247

LETTER OF UNDERSTANDING NO. 4

BETWEEN: OKANAGAN FEDERATED SHIPPERS LABOUR RELATIONS ASSOCIATION, KELOWNA B.C.

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 247, KELOWNA, B.C.

RE: PRE-RETIREMENT PROGRAM

The parties hereby agree to explore the feasibility of establishing a Pre-retirement Program for all bargaining unit employees between the ages of 55 and 65 years.

It shall be the objective of this program to assist employees in preparing for retirement prior to actual taking retirement.

The Employers may grant leave of absence to employees between the ages of 55 and 65 years for a term of up to 3 months or longer by mutual agreement.

SIGNED this ____ Day of _____, 2004 at Kelowna, B.C.

OKANAGAN FEDERATED SHIPPERS
LABOUR RELATIONS ASSOCIATION

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 247

LETTER OF UNDERSTANDING NO. 5

BETWEEN: OKANAGAN FEDERATED SHIPPERS LABOUR RELATIONS ASSOCIATION, KELOWNA B.C.,

AND: UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 247, KELOWNA, B.C.

RE: FIRST AID REQUIREMENTS – NEW LEGISLATION

As agreed to by the parties the understanding of the new Occupational First Aid Regulators was not finalized in negotiations due to the legislative changes to the first aid regulations. As a result of the parties meeting with the Occupational First Aid Inspector Ken Emmons on March 9, 1995 at the Union office, the following shall constitute the first aid requirements on a location by location basis.

Additionally, this letter shall outline the appropriate rates for the applicable first aid levels as canvassed with the Inspector, and all first aid attendants and back ups shall be posted and noted on the seniority list, and shall indicate the Level held. It is understood that those employees holding a first aid certificate will be called in to work when required by seniority in accordance with the Collective Agreement.

The rates shall be as per 12.2(i) and (ii) of the Collective Agreement.

The regular posted F.A.A. when responsible shall receive the full premium. The posted backup F.A.A. and others who held valid F.A.A. tickets shall be paid as per Article 12.3.

Location requirements: Refer to Table 3 and Table 4 “B” Hazard Classification (Attached)

Sun Fresh Cooperative Growers		
(Osoyoos plant)	–	2 regular attendants (Level 11) 2 back up attendants
(Oliver Storage)		2-5 employees: Basic kit 6-25 employees Level I

LETTER OF UNDERSTANDING NO. 5 (continued)

Page 2

Okanagan Similkameen Co-op (Main plant)	2 regular attendants (Level II) 2 back up attendants
(C.A. plant)	2-5 employees: Basic kit 6-25 Level I
(Keremeos Plant)	2-5 Level 1 with Transportation endorsement 6-25 Level 1 with Transportation endorsement (Level 1 kit ETV equipment)
Sun Fresh Cooperative Growers (Naramata Plant)	1 regular first aid (Level III) 1 back up first aid (Level III F.A.A. and kit ETV equipment)
Okanagan North Growers Co-op (main plant)	2 regular first aids (Level III) 2 back up first aids 2-5 level 1 – Transportation endorsement, ETV equipment.
(C.A. Plant)	2-5 Basic kit 6-25 Level 1 F.A. and kit
(Vernon Plant)	2-5 Basic kit 6-25 Level 1 F.A. and kit
B.C. Fruit Packers (Vaughan Avenue.)	2 regular F.A.A. (Level III) 2 back up F.A.A.
(Rutland)	2-5 Basic kit 6-25 Level I
(Roanoke)	2-5 Basic kit 6-25 Level I
(B.C.O.)	2-5 Basic kit 6-25 Level I

LETTER OF UNDERSTANDING NO. 5 (continued)

(Summerland)	2 regular F.A.A. (Level III) 2 back up F.A.A.
(Penticton)	2-5 Basic kit 6-25 Level I
Creston Cooperative	1 regular F.A.A. 1 back up F.A.A.

Where a particular plant has in excess of the above requirements they shall not remove or displace any of those additional ticketed first aid attendants from that position. The present posted ticketed first aid attendants shall be utilized prior to posting for any new first aid positions. However, under no circumstances shall an employer pay first aid premiums to persons who have attained first aid tickets outside the posting procedures outlined in the Collective Agreement.

It is understood that when truck drivers are working in excess of 20 minutes from a first aid attendant at a plant or also 20 minutes from a hospital that truck shall comply with the applicable Occupational First Aid Regulations regarding first aid coverage. Expiry dates of First Aid tickets will be made available to the Union upon request.

It is understood that the parties may amend this letter of understanding at any time so as to meet changes in first aid legislation as may be enacted.

SIGNED this ____ Day of _____, 2004 at Kelowna, B.C.

OKANAGAN FEDERATED SHIPPERS
LABOUR RELATIONS ASSOCIATION

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 247

LETTER OF UNDERSTANDING NO. 6

BETWEEN: OKANAGAN FEDERATED SHIPPERS LABOUR RELATIONS ASSOCIATION, KELOWNA B.C., ON BEHALF OF B.C. FRUIT PACKERS CO-OPERATIVE

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 247, KELOWNA, B.C.

RE: TRANSFER AND HIRING - B.C. FRUIT PACKERS CO-OP COLD STORAGE AND MAINTENANCE PERSONNEL

It is agreed that effective September 1, 1988, Maintenance and Cold Storage Personnel from the Kelowna and Summerland plants may be utilized in either area prior to hiring any new employees in either Maintenance Department.

Should a permanent transfer through the job posting procedure to another plant within the company take place, the employee's company seniority shall be recognized for the purpose of benefits retention.

SIGNED this ____ Day of _____, 2004 at Kelowna, B.C.

OKANAGAN FEDERATED SHIPPERS
LABOUR RELATIONS ASSOCIATION

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 247

LETTER OF UNDERSTANDING NO. 7

BETWEEN: OKANAGAN FEDERATED SHIPPERS LABOUR RELATIONS ASSOCIATION, KELOWNA B.C., ON BEHALF OF B.C. FRUIT PACKERS CO-OPERATIVE, KELOWNA, B.C.

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 247, KELOWNA, B.C.

RE: RUTLAND CALL-LIST - BIN REPAIR

The B.C. Fruit Packers Co-operative is prepared to establish a Rutland Call-List from which employees will be called to work to perform bin repair as deemed necessary from time to time at the Rutland Plant subject to following understanding:

- (1) employee's Company seniority shall prevail irrespective of plant origin. This does not involve Summerland operations.
- (2) in respect of those employees in the existing Rutland seniority list, and others, they shall be canvassed individually so as to ascertain which list they wish to remain on.
- (3) employees shall not establish seniority rights at the Rutland Plant.
- (4) the Employer reserves the right to determine the suitability or unsuitability of said employee to perform this work, and it is the responsibility of the Employer to advise those employees so affected.
- (5) rate to be paid shall be rate for the work performed.

SIGNED this _____ Day of _____, 2004 at Kelowna, B.C.

OKANAGAN FEDERATED SHIPPERS
LABOUR RELATIONS ASSOCIATION

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 247

LETTER OF UNDERSTANDING NO. 8

BETWEEN: OKANAGAN FEDERATED SHIPPERS LABOUR RELATIONS ASSOCIATION, KELOWNA B.C.

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 247, KELOWNA, B.C.

RE: USE OF SINGLE ARBITRATOR - ARTICLE 8.6 THIRD STEP

For the duration of this Agreement, the parties hereby agree to use a single arbitrator in the event issues are referred to arbitration after which time the matter will be reviewed.

SIGNED this _____ Day of _____, 2004 at Kelowna, B.C.

OKANAGAN FEDERATED SHIPPERS
LABOUR RELATIONS ASSOCIATION

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 247

LETTER OF UNDERSTANDING NO. 9

**BETWEEN: OKANAGAN FEDERATED SHIPPERS LABOUR RELATIONS ASSOCIATION,
KELOWNA B.C., ON BEHALF OF
B.C. FRUIT PACKERS CO-OPERATIVE, KELOWNA, B.C.**

**AND: UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 247, KELOWNA, B.C.**

RE: LEADHAND - BARGAINING UNIT WORK

The parties recognize that over the past number of years, an earnest effort was made to resolve the issue with respect to management and bargaining unit work relating to the Leadhand position.

As this issue continues to be a problem, the parties understand and agree to the following:

1. SUMMERLAND PLANT:

- (a) The one management employee, Ken Beggs will continue in his present work until such time as he retires or terminates. Should this employee take time off work for any reason, the job shall be filled by a bargaining unit employee.
- (b) This two Leadhand position shall be posted once a permanent vacancy occurs.

SIGNED this _____ Day of _____, 2004 at Kelowna, B.C.

OKANAGAN FEDERATED SHIPPERS
LABOUR RELATIONS ASSOCIATION

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 247

LETTER OF UNDERSTANDING NO. 10

**BETWEEN: OKANAGAN FEDERATED SHIPPERS LABOUR RELATIONS
ASSOCIATION KELOWNA B.C.**

**AND: UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 247, KELOWNA, B.C.**

RE: JOB SECURITY

During the life of this Collective Agreement, the Employers agree not to alter the current practice of contracting out, subject however, to considerations of unforeseen circumstances.

SIGNED this ____ Day of _____, 2004 at Kelowna, B.C.

OKANAGAN FEDERATED SHIPPERS
LABOUR RELATIONS ASSOCIATION

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 247

LETTER OF UNDERSTANDING NO. 11

BETWEEN: OKANAGAN FEDERATED SHIPPERS LABOUR RELATIONS ASSOCIATION, KELOWNA B.C.

AND: UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 247, KELOWNA, B.C.

RE: MANNING REQUIREMENTS

In order to resolve the issue regarding manning requirements and non-posted positions, the parties agree to structure a Union/Management Committee in all applicable packinghouses composed of two Union members and two Management employees. The terms of reference shall be as follows:

- (a) This committee shall be instituted upon ratification of the Collective Agreement.
- (b) A complete review of the manning requirements, job vacancies and non-posted positions shall be carried out for the period commencing January 1 to December 31.
- (c) All job vacancies of eighty (80) shifts or more including the non-posted positions shall constitute a vacancy and the position shall be posted in accordance with Article 6.
- (d) No positions shall be deleted unless the employee has worked out of his/her classification for eighty (80) shifts during the applicable year.
- (e) The eighty (80) shifts referred to in this letter shall not include the temporary job vacancies other than the non-posted as referred to in Article 6.5.
- (f) The parties may amend the above procedure by mutual consent.

SIGNED this ____ Day of _____, 2004 at Kelowna, B.C.

OKANAGAN FEDERATED SHIPPERS
LABOUR RELATIONS ASSOCIATION

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 247

LETTER OF UNDERSTANDING NO. 12

BETWEEN: OKANAGAN FEDERATED SHIPPERS LABOUR RELATIONS ASSOCIATION, KELOWNA B.C.,

AND: UNITED FOOD & COMMERCIAL WORKERS UNION LOCAL 247, KELOWNA, B.C.

RE: SPECIAL NOTICE – HOURS OF WORK

In accordance with the original posting – Special Notice – Hours of Work dated September 3, 1993:

Article 5.1 Normal hours of work shall be eight (8) hours per day and forty (40) hours per week, Monday to Friday.

Article 5.3(a) **Shifts – Day, Afternoon and Graveyard:**

The maximum hours of work for a full shift shall be any eight (8) consecutive hours between six o'clock a.m. and six o'clock p.m. for day shift and between four o'clock p.m. and two o'clock a.m. for an for a graveyard shift.

Clarification example: Afternoon shift: Monday to Friday – commencing 4:00 P.M. will end at 12:30 a.m. Saturday morning as the completion of the Friday shift. The shift commencing Sunday evening at 10:00 p.m. is recognized as the Monday shift.

Management has the right to arrange starting and stopping times of shifts between the defined hours of work, with proper notice.

Any variation of the above will be subject to agreement between the parties recorded in a Letter of Understanding. (Any other procedure shall be a violation of the Collective Agreement.)

SIGNED this _____ Day of _____, 2004 at Kelowna, B.C.

OKANAGAN FEDERATED SHIPPERS
LABOUR RELATIONS ASSOCIATION

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 247

LETTER OF UNDERSTANDING NO. 13

BETWEEN: OKANAGAN FEDERATED SHIPPERS LABOUR RELATIONS ASSOCIATION, KELOWNA B.C.

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 247, KELOWNA, B.C.

RE: DENTAL PLAN

Should the Union be successful in obtaining a Dental Plan, the Company shall be responsible for administration.

SIGNED this ____ Day of _____, 2004 at Kelowna, B.C.

OKANAGAN FEDERATED SHIPPERS
LABOUR RELATIONS ASSOCIATION

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 247

LETTER OF UNDERSTANDING NO. 14

BETWEEN: OKANAGAN FEDERATED SHIPPERS LABOUR RELATIONS ASSOCIATION, KELOWNA B.C.

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 247, KELOWNA, B.C.

RE: JOB RESTRICTION FORM

Employer: _____

Name: _____ Employee # _____

As required by Article 6.45 of the Collective Agreement, ALL employees shall complete a job restriction form commencing September 1 of each year. Every effort shall be made to complete this form by October 31.

***Please put your INITIALS in the box beside the jobs you
ARE RESTRICTING YOURSELF FROM PERFORMING.
(Leave the remaining boxes blank)**

- | | | |
|-------------|---------------------------|--------------------------|
| JOB CLASS 1 | Grader Leadhand | <input type="checkbox"/> |
| JOB CLASS 2 | Truck Driver (#1 License) | <input type="checkbox"/> |
| JOB CLASS 3 | Receiver | <input type="checkbox"/> |
| | Shipper | <input type="checkbox"/> |
| JOB CLASS 4 | Truck Driver (#3 License) | <input type="checkbox"/> |
| JOB CLASS 5 | Lift Truck Operator | <input type="checkbox"/> |
| | Assistant Leadhand | <input type="checkbox"/> |
| JOB CLASS 8 | Grower Accounting | <input type="checkbox"/> |
| | Grade Checker | <input type="checkbox"/> |

LETTER OF UNDERSTANDING NO. 14 (continued)

JOB RESTRICTION FORM (continued)

JOB CLASS 9	Stapler Operator	<input type="checkbox"/>
	On-Line Dumper	<input type="checkbox"/>
	Bliss Machine Operator	<input type="checkbox"/>
	Bin Filler Operator	<input type="checkbox"/>

JOB CLASS 10	Stackers	<input type="checkbox"/>
	Cull Man	<input type="checkbox"/>
	Clean Up	<input type="checkbox"/>
	Paper Supply	<input type="checkbox"/>
	Bin Repairs	<input type="checkbox"/>

JOB CLASS 11	Trayline	<input type="checkbox"/>
	Sorter	<input type="checkbox"/>
	Bagging	<input type="checkbox"/>
	Weigher	<input type="checkbox"/>
	Repacking	<input type="checkbox"/>

SIGNED this _____ Day of _____, 2004 at _____, B.C.

Employee Signature: _____

SIGNED this _____ Day of _____, 2004 at Kelowna, B.C.

OKANAGAN FEDERATED SHIPPERS
LABOUR RELATIONS ASSOCIATION

UNITED FOOD & COMMERCIAL
WORKERS UNION, LOCAL 247
