

COLLECTIVE AGREEMENT

Between

OKANAGAN TREE FRUIT COOPERATIVE

And



UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL NO. 247

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

SECOND PRINTING

TERM OF AGREEMENT

SEPTEMBER 1, 2009 TO AUGUST 31, 2014

Dear Member:

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

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

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

Make full use of your Shop Stewards.

SUZANNE HODGE
President

DAN GOODMAN
Secretary-Treasurer

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COLLECTIVE AGREEMENT

THIS AGREEMENT MADE THIS 1st DAY OF SEPTEMBER 2009

BY AND

BETWEEN: OKANAGAN TREE FRUIT COOPERATIVE, in the Province of British Columbia, hereinafter referred to as the EMPLOYER.

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 247, 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

1.01 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.

1.02 Probationary Employee

The term "probationary employee" as defined in this Collective Agreement shall mean, an employee who has worked 320 hours 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.

1.03 Hours Worked

For the purposes of this Agreement, hours worked shall be the actual hours an employee has performed work including hours worked on overtime.

1.04 Seniority

The term seniority as used in this Agreement shall mean the numbers of hours worked including the hours accumulated on an approved leave. Employees shall be entitled to accrue seniority only in the plant in which they

work. In the case of maintenance, trades or truck drivers, each of the classifications noted shall have an individual regional seniority listing. Present employees will be credited with full hours based on their present seniority.

1.05 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.

1.06 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).

1.07 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 hours worked toward qualifying for and accumulation of all benefits.

1.08 Full Time Employee

Regular employees who are hired to work on a full time scheduled basis.

1.09 Part Time Employee

Regular employees, who are hired to work one day or more per week on a regularly scheduled basis, but who work less than full time hours per week.

1.10 Shortage of Work

Absence of work to be done for a period of less than two (2) days does not constitute a layoff. Shortage of work is the day to day reductions of work, due to mechanical breakdown or short term variation in production requirements.

1.11 Layoff

Displacement due to permanent lack of work, or a reduction of the majority of their work hours. Employee bumping or displacement may only occur during a Layoff.

ARTICLE 2 - UNION RECOGNITION

2.01 The Employer 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.

2.02 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.

2.03 Non-Bargaining Unit Employees

This Collective Agreement shall not apply to any office staff, manager, sales staff, supervisor or any other person excluded under the provisions of the British Columbia Labour Code.

2.04 Work Of The Bargaining Unit

Supervisors and persons above the rank of supervisor 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.

2.05 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

3.01 Union Membership

Upon completion of 320 hours worked, 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.

3.02 The Employer shall deduct, as a condition of each employee's continued employment, a sum equivalent to Union dues.

3.03 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.

3.04 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.

3.05 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.

- 3.06** 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.
- 3.07** 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.
- 3.08** 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.
- 3.09** The Employers shall show on each pay slip when the employee has completed 320 worked hours 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.

3.10 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.

3.11 Union Representatives

The authorized business agent or representative of the Union shall be permitted to visit members regarding Union business during working hours, after obtaining permission from 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.

These provisions for Union security shall be a condition of entering into or continuing in the employ of the Employer.

ARTICLE 4 - MANAGEMENT RIGHTS

4.01 The Employer shall have the exclusive right to manage the operation and services subject to the provisions of this Agreement, including without limiting the generality of the foregoing, its right to determine:

- (a) Employment;
- (b) Complement;
- (c) Work methods and procedures;
- (d) Kinds and locations of equipment;
- (e) Facilities and buildings;
- (f) Hours of work, scheduling, assignment, classification, and evaluation of employees;

- (g) Contracting out of services;
- (h) Organization
- (i) Promotion, demotion, layoff and discharge of employees;
- (j) Maintenance of order, discipline and efficiency;
- (k) Employee training and training program selection.

The Employer has the right to make and alter rules and procedures to be observed by the employees.

ARTICLE 5 - HOURS OF WORK AND SCHEDULING

5.01 Normal Hours of Work

The normal hours of work shall be eight (8) hours per day and forty (40) hours per week. 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.

5.02 Normal Work Week

The normal work week shall be any five consecutive days.

5.03 Shifts – Day, Afternoon & Graveyard

- (a) The maximum hours of work for a full shift shall be any eight (8) consecutive hours in a twenty four (24) hour period.

Day shift start times: 6am - 10am
Afternoon shift start times: 10am - 6pm
Graveyard start times: after 6pm

- (b) The majority of hours worked will determine the appropriate shift for those employees starting work during the overlap periods as indicated above.

5.04 Hours of Work – Full Time

Employees shall not be scheduled to work with fewer than eight (8) hours between shifts except by mutual consent between the Employee and Employer.

The Employer will maximize full time shifts. In addition full time employees may access part time shifts as a result of losing shifts due to lack of production.

5.05 Hours of Work – Schedule

The Employer shall, draw up hours of work schedules to meet with requirements of his operation. Hours of Work schedules shall be posted on the bulletin board and a copy submitted to the Union. Shifts will be filled by a shift bid process based on seniority.

5.06 Schedule Blocks Offered

Scheduled blocks shall be offered weekly, bi-weekly, or monthly on the basis of seniority. Senior employees will have the first opportunity to bid on a scheduled block. The Employer will endeavor to maximize Monday to Friday schedules for senior employees.

5.07 Schedule Posted

Scheduled blocks shall be posted at least 5 days in advance of the beginning of each schedule to allow employees to choose a schedule block.

ARTICLE 6 - SHIFT DIFFERENTIAL

6.01 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.

ARTICLE 7 - OVERTIME

7.01 Overtime

- (a) Overtime shall be offered by seniority, in the following order:
 - (i) scheduled employees on the job performing the assigned work.

- (ii) posted employees on the job who have chosen the area pursuant to the posting provisions.
- (iii) remaining employees at work who are posted within the classification.
- (iv) employees at work working within the classification on a temporary basis.
- (v) other employees at work who are qualified and can immediately and adequately perform the duties of the job.

(b) 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 will be paid at the rate of pay at the time the employee banked the overtime if the employee has not exhausted bank at the end of each calendar year.

Employees wishing to take paid time off in lieu of overtime pay must provide at least two weeks` notice to their supervisor. Paid time off must be scheduled by mutual agreement between the employee and supervisor.

(c) Overtime - Voluntary

All overtime shall be voluntary. Should there be no volunteers, call in will be in reverse order of seniority.

(d) 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.

ARTICLE 8 - STATUTORY HOLIDAYS

8.01 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 1.06. This amount will be paid on each pay cheque and itemized as payment for statutory holidays.

8.02 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

8.03 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.

8.04 Work On Statutory Holidays

Employees who are scheduled to work Statutory Holidays, shall be paid at the rate of one and one-half times their regular hourly rate of pay. All hours in excess of eight (8) hours shall be paid at double (x2) the regular hourly rate.

8.05 Statutory Holidays

Employees shall be offered work on statutory holidays by seniority in the following order:

- (i) Posted employees.
- (ii) Employees who can immediately and adequately perform the duties of the job.
- (iii) Employees not at work.

ARTICLE 9 - CALL IN

9.01 Call-In – Scheduled Day Off

Employees who are not at work and are 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.

9.02 Call In – Statutory Holidays

Employees who are called in to work on a Statutory Holidays shall be paid a minimum of four (4) hours at applicable 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.

ARTICLE 10 - CALL BACK

10.01 Call Back – After a Completed 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.

ARTICLE 11 - REST PERIODS

11.01 Rest Periods

A 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 anyone 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.

11.02 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 Employer 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.

11.03 Meal Time

Employees shall not be required to work over 5 hours continuously without a meal period.

ARTICLE 12 - SENIORITY

12.01 Seniority List

The Employer shall prepare semiannual seniority lists. The first list is due June 1, then December 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 quarter 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.

12.02 New Hire List

The employee who completes 320 worked hours first shall be added to the seniority. If two (2) or more employees have the same seniority then relative position on the new hire list shall be alphabetically by surname.

12.03 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 lost.

12.04 72-Hour Notice – Loss of Seniority/Termination

The Employer shall, within 72 hours or as soon as reasonably possible thereafter, advise the chief or designated shop steward and the Union by letter when the employee has lost his seniority or terminated for any reason.

12.05 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.

ARTICLE 13 - LAYOFFS AND RECALL

13.01 Layoffs shall be by reverse order of plant seniority or in the case of maintenance, trades or truck drivers, by classification on the regional seniority list.

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 at work 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 shall be paid the rate of the job being performed.

13.02 Recall Requirements

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.

ARTICLE 14 - CREW REDUCTION

14.01 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.

When the Employer requires employees to work through their coffee break and then sends the employees home the balance of the shift, the employees shall be paid for break period they missed. The Employer may at its discretion reschedule lunch and coffee breaks during a mechanical breakdown.

14.02 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 layoff on the basis of seniority. Crew reductions in accordance with this Article is considered to be shortage of work and do not constitute a layoff.

ARTICLE 15 - CLOSURE OF A EMPLOYER 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.

Prior to any closure the Employer will provide a vacancy list for all operating plant(s) in order to provide displaced Employees with an opportunity for placement in other plants based on their seniority, qualifications, and ability.

Employees selected for placement who choose not to be placed will be deemed to have accepted a permanent layoff.

ARTICLE 16 - JOB VACANCIES

16.01 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 two hundred (240) hours 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 two hundred and forty (240) hours trial period.

16.02 Temporary Jobs

Temporary vacancies of two (2) days or less can be filled with no regard for seniority.

16.03 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 240 working hours from date of confirmation of selection. If at any time within the 240 working hours trial period the Employer determines that an employee cannot perform the work in the new position in a satisfactory manner, 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 is named and within 240 working hours is removed by the Employer, then the next senior Employee who applied for the same posting and meets the ability and qualifications criteria, shall then be named as the new successful applicant to the said posting.

16.04 Job Vacancies for Trades and Leadhands

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 Employer shall consider

seniority, qualifications, and ability necessary to perform the job.

16.05 Job Vacancies

When the employer wishes to fill a job vacancy or a new job has been created, notice will be posted on the bulletin boards for four (4) working days in the plant where the vacancy occurs. Notwithstanding this article, entry level sorting positions shall not be posted.

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.

16.06 Job Selections

In filling all other job vacancies the job shall be awarded to the applicant with the most seniority provided the applicant has the required qualifications, is able to perform the duties of the job with adequate orientation, and has the necessary physical ability and a satisfactory work record.

- (a) It shall be the Employer's intent wherever possible to fill the job vacancies from within the plant.

- (b) Should the Employer be unsuccessful in locating a suitable applicant from among employees on his seniority list, the employer may secure a suitable applicant from any other source.

16.07 Applications in Writing

All job applicants must apply in writing for any job posted, providing name and qualifications.

Employees on layoff, vacation, sick leave, shall be accepted by seniority as applicants on all posted job vacancies. Employees on above leaves wishing to fill job vacancies will have the responsibility of notifying the employer of their wish to be considered.

16.08 Job Application Procedures

Employees on layoff, vacation, sick leave, leave of absence 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.

16.09 Reclassification to Sorter

Employees wishing to give up their posted position shall give the Employer and the Union four (4) weeks advance notice of such intent in writing. In cases where there is mutual agreement between the employee and supervisor the notice may be less. If an employee wishes to step down for medical reason (proof provided) the notice period may be less than four (4) weeks. 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.

16.10 Restricted Displacement

No employee shall be displaced from his job because of the temporary assignment of another employee.

16.11 Selection of Job Applicants

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

ARTICLE 17 - TRAINING POSTINGS

17.01 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 16.04.

- (e) The Employer may only accept one written application every six months from an employee for a training posting.

17.02 Trainee Rates of Pay

A trainee shall receive his/her classified rate of pay during the first eighty (80) working hours of the two hundred and forty (240) working hours 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 two hundred and forty (240) working hours time frame outlined above.

17.03 Training Time Limits

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 two hundred and forty (240) hours.

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.

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 two hundred

and forty (240) hours training program. Employees taking training programs must perform the job they have trained for when required.

17.04 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.

ARTICLE 18 - LOSS OF SENIORITY AND TERMINATION OF EMPLOYMENT

18.01 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.
- (4) If an employee after a layoff fails for three (3) calendar days to report for work after being recalled first by telephone and then registered letter.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 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.

19.02 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.

19.03 Leave When Appointed to Union Office

The Employer 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 Employer 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 Employer five (5) working days notice in writing.

19.04 Leave to Attend to Union Office

The Employer 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 Employer three (3) working days notice in writing.

19.05 Education Leave

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

19.06 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. Hours on jury duty or witness duty shall count as hours worked towards qualifying service for annual vacations, paid sick leave and Employee benefits.

19.07 Bereavement Leave

The employee is entitled to five (5) days of paid bereavement leave if a member of the immediate family. (Father, Mother, Husband, Wife, Children, Brothers, Sisters, Grandparents, Grandchildren, In-Laws and "step" relations).

Requests for splitting days will be considered by the Employer on a case by case basis and will not be unreasonably withheld.

19.08 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.

19.09 Maternity Leave – Return to Work Notice

A request for a shorter period 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.

19.10 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.

19.11 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.

19.12 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.

19.13 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.

19.14 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.

ARTICLE 20 - ILLNESS OR INJURY PLACEMENT

20.01 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 endeavor to find work he/she is capable of doing based on his medical restrictions.

20.02 Work Restrictions

Employees will require medical certificates to restrict themselves. Special cases will be reviewed by the Labour Management Committee. The Labour Management Committee will make recommendations to Management on restrictions continuing if no medical certificate is presented.

ARTICLE 21 - ANNUAL HOLIDAYS (VACATIONS)

21.01 Commencing the 1983 calendar year employees shall be entitled to two (2) weeks' vacation with pay after working 1200 hours in anyone (1) Industry payroll year with the Employer and have worked a minimum of 1200 hours 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 hours as provided for above, they shall be only entitled to payment based on the four percent (4%) above.

21.02 Commencing the 1983 calendar year employees who have completed five (5) years of cumulative service with the Employer of 1200 hours in each Industry payroll year and has worked a minimum of 1200 hours 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 hours as provided for above, they shall be only entitled to payment based on the six percent (6%).

21.03 Commencing the 1983 calendar year employees who have completed ten (10) years of cumulative service with the Employer of 1200 hours in each Industry payroll year and has worked a minimum of 1200 hours 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 hours as provided for above, they shall be only entitled to payment based on the eight percent (8%).

21.04 Commencing the 1983 calendar year employees who have completed eighteen (18) years of cumulative service with the Employer of 1200 hours in each Industry payroll year and has worked a minimum of 1200 hours 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 hours as

provided for above they shall be only entitled to payment based on the ten (10%) percent.

21.05 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

21.06 Vacation – Less Than 1200 Hours

Any employees who have been entitled to vacations and work less than 1200 hours in the previous Industry payroll year shall have the option to schedule time off, with the applicable percentage payout.

21.07 Vacation 1440 Prior to 1983

All qualifying 1440 hours 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.

21.08 Vacation – Qualifying Hours

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.

21.09 Vacation Year

Vacations and vacation pay shall be computed on the basis of the Industry Payroll Year which shall be 26 pay periods.

21.10 Vacation Selection Procedure

In order to assure everyone's right by seniority for vacations and the normal operations of the Employer, 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 22.10(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 this Article Annual holiday, the vacation selection procedure shall continue to operate on the basis of the calendar year.

21.11 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 Employer.
- (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.

21.12 Vacation Pay – Less Than 1200 Hours

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.

21.13 Vacation Payment

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.
- (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 hours 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 22 - GRIEVANCE PROCEDURE

22.01 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.

22.02 Grievance To Be In Writing

All grievances 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.

22.03 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 the Employer.

22.04 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 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.

ARTICLE 23 - ARBITRATION

23.01 (1) Notice to proceed to arbitration should only be given once all of the grievance steps are completed 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.

23.02 Final & Binding Decision

The decision of the Arbitrator appointed in the above manner shall be final and binding on both parties.

23.03 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.

23.04 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.

ARTICLE 24 - DISCIPLINE

24.01 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 removed from an employee's personnel file after a period of 9 months if no other infractions take place.

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 25 - NO STRIKE OR LOCKOUT CLAUSE

25.01 The Employer agrees that there shall be no lock-out of employees complete or partial during the term of this Agreement.

25.02 The Union agrees that there shall be no strike or slowdown either complete or partial while this Agreement is in effect.

25.03 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.

25.04 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.

25.05 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.

ARTICLE 26 - WAGES AND CLASSIFICATIONS

26.01 Wages – Schedule "A"

Wages and classifications shall be in accordance with Schedule "A" attached hereto. For the purposes of this

Collective Agreement the term "working year" shall mean a payroll year.

26.02 Pay Slips

A complete and itemized computation of the employee's pay and sick leave hours shall be shown on his pay slip accompanying his pay. Wages are to be paid within five days of the end of the pay period.

ARTICLE 27 - SPRAY DISPENSER PREMIUM

27.01 When bargaining unit employees are licensed and perform the work of a spray dispenser they shall receive an additional dollar (\$1.00) per hour.

ARTICLE 28 - SAFETY & HEALTH

28.01 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.

28.02 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 Employer on Employer time with pay. Minutes of the Monthly Meeting shall be forwarded to the Union office.

28.03 The Employer agrees to post evacuation procedures in all its plants as per Worksafe B.C. regulations.

28.04 The Employer agrees to make CO2 measuring devices available when required.

ARTICLE 29 - FIRST AID ATTENDANT

29.01 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.

29.02 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
\$0.60 per hour Level I (transportation endorsement)
\$0.40 per hour Level I

29.03 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 as indicated below.

- (ii) \$0.80 per hour Level III
\$0.70 per hour Level II
\$0.30 per hour Level I (transportation endorsement)
\$0.20 per hour Level I

29.04 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.

29.05 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.

29.06 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.

29.07 First Aid Training

- (a) Employees who are awarded the first aid posting will be trained or requalified 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. Such costs will be mutually agreed to prior to the employee starting their training.
 - (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. If a mutual

agreement cannot be reached, the Employer may recover such costs through payroll deductions.

(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 or backup 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 29.02(i). However, should they choose option (1) they shall be paid pursuant to Article 29.03(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.

29.08 Bargaining Unit First Aid

Except in the case of an emergency, the first aid duties will be performed by bargaining unit employees only.

ARTICLE 30- SICK LEAVE

30.01 Sick Leave – Qualification Period

- (1) Effective September 1, 1998 all employees not qualified for paid sick leave shall serve the applicable qualification of 1120 hours worked in a calendar year, or if not attainable;

- (2) 1680 hours worked 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.

30.02 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.

30.03 Sick Leave – Remuneration

- (1) Sick hours taken shall be at the employee's classified rate of pay.
- (2) 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.
- (3) An employee shall not be entitled to receive sick leave pay in excess of that which he has accumulated.
- (4) Willful abuse of any of the provisions of the sick leave plan will result in disciplinary action being taken by the Employer and supported by the Union.

- (5) There shall be no payout of sick leave hours not used for absence as stipulated above.

30.04 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.

30.05 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.

ARTICLE 31 - MEDICAL PLAN

31.01 (a) Medical Plan

On presentation of a B.C. Medical Plan receipt covering the employee's family, all employees who have accumulated 1120 hours worked 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 1120 hours worked.

(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

Alternatively, 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 Employer 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 Employer 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.

31.02 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.

31.03 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 32 - PENSION RETIREMENT PLAN

32.01 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 (3½) 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.

32.02 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 32.01(1) & (2) above and in 32.04 below, shall contribute to same at a rate of three and one half (3½) percent (%) of gross earnings. In addition to the foregoing, participating employees may make additional contributions to the Plan as they so desire.

32.03 "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). Premiums for such things as allowances, medical payments are not part of the "total earnings" calculation.

32.04 Eligibility

All employees who have completed 800 hours of work in a calendar year 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.

32.05 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

32.06 Eligibility Requirements

However, should such employee(s) decide not to participate as per Article 32.05, they then shall be required to join the Pension Plan not later than the date after meeting the eligibility requirements as per Article 32.04 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.

32.07 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 33.01 and

33.02 shall be forwarded by the Employers to the Trust Employer 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.

32.08 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.

32.09 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
- (3) All reasonable expenses incurred in the operation of the Plan shall be paid from the Plan including the costs of Administration.
- (4)

32.10 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.....	100% of Employers share plus interest
or more	

32.11 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 above.

32.12 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.

32.13 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.

32.14 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.

32.15 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.

32.16 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.

32.17 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 33 - GENERAL

33.01 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.

33.02 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.

33.03 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 Employer to provide his own full set of hand tools.

33.04 Negotiations – Cost Sharing

Employer and Union to split the cost of meeting rooms and printing of the Collective Agreement.

33.05 Buggies And Stools

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

33.06 Labour Management Committee

It is further agreed that the parties to this Agreement may meet at least three times per year for the purpose of reaching maximum harmony and cooperation in the carrying out of this Agreement. The membership of the Committee shall be comprised of one member from each facility to represent the Employees and one representative from each facility to represent the Employer, in addition to the Unions' Business Agent and the Manager of Human Resources.

33.06 Copies of Collective Agreement

The Employer shall provide all new employees with a copy of the current Collective Agreement.

ARTICLE 34 - TECHNOLOGICAL OR PROCEDURAL CHANGES

34.01 Advance Notification

The Employer will provide the Union with appropriate 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.

34.02 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.

34.03 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.

34.04 Severance Pay

In cases where the Employer considers the employees are not trainable for available positions, effective September 27, 1991 those employees with 1680 hours worked may elect to terminate their employment with severance pay

of one (1) weeks pay for each year of service up to a maximum of twelve (12) weeks pay.

34.05 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.

34.06 Individual Plants

It is agreed that all Clauses in Article 34 on Technological Change shall be on a basis of individual plants.

34.07 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 35 - DURATION OF AGREEMENT

This Agreement shall be for the period from and including September 1, 2009 to and including August 31, 2014 and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding August 31, 2014 or any subsequent anniversary date thereafter to require the other party to this Agreement, in writing, to commence

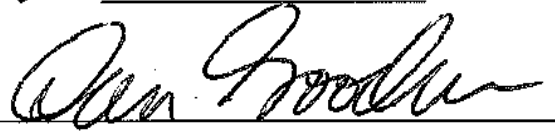
collective bargaining to conclude a revision or renewal of this Agreement.

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 Vancouver, B.C. this 26 day of October, 2010.



OTFC



United Food & Commercial
Workers Union, Local 247

SCHEDULE "A" CLASSIFICATIONS

Effective September 1, 2009

<u>Job Classifications and Job Groups</u>	<u>"New" Rates</u>	<u>Old Classes</u>	<u>Old Rates</u>
1 Grader-Leadhand, Receiver Leadhand	16.00	1	21.79
2 Truck Driver (#1 Licence), Straddle Carrier Receiver, Cold Storage Warehouseman, Head Carloader, Shipper	15.50	2+3	20.19
3 Truck Driver (#3 Licence), Front-end Operator Lift Truck Operator, Assistant Leadhand	14.50	4+5	19.68
4 Palletizer Operator, Mechanic Helper	13.50	6+AA 6	19.36
5 Dumper, Computer Room Operator, Tray Denester	13.25	7	18.92
Grade Checker, Bliss Machine Operator, Bin Filler		8+9 plus "10A"	18.86 18.31
Accumulator Line Control, Bagging Machine Operators, Janitorial			

<u>Job Classifications and Job Groups</u>	<u>"New" Rates</u>	<u>Old Classes</u>	<u>Old Rates</u>
6 Stackers, Clean-up, Paper Supply, Bin Repairs	13.00	10	18.31
All New Hires in Job Class 6:			
70% for 1 st 100 shifts at Schedule "A" Rates			12.82
80% for 2 nd 100 shifts at Schedule "A" Rates			14.65
90% for 3 rd 100 shifts at Schedule "A" Rates			16.48
7 Tray Line, Sorter, Hand Bagging, Packer Minimum	12.00	11	17.72
All New Hires in Job Class 7:			
70% for 1 st 100 shifts at Schedule "A" Rates			12.40
80% for 2 nd 100 shifts at Schedule "A" Rates			14.18
90% for 3 rd 100 shifts at Schedule "A" Rates			15.95

SCHEDULE "AA" CLASSIFICATIONS

Effective September 1, 2009

Job Group	<u>"New"</u> <u>Rates</u>	<u>Old</u> <u>Classes</u>	<u>Old</u> <u>Rates</u>
1 Cold Storage Leadhand, Mechanic Leadhand	23.39	AA1	23.39
2 Journeyman Tradesperson	23.05	AA2	23.05
3 Mechanic, Cold Storage Operator	21.45	AA3	21.45
		deleted AA4	20.19
4 Apprentice: (% of Journeyman)			
80% start rate	18.44	AA5	18.44
85% after one year	19.59		19.59
90% after two years	20.75		20.75
95% after three years	21.90		21.90
100% after four years	23.05		23.05

SCHEDULE "B"

Work Restrictions

Current employees may restrict themselves as per the current practice up to January 1, 2010. After that date employees will require a medical certificate to restrict themselves. Special cases will be reviewed by the Labour Management Committee. The Labour Management Committee will make recommendations to Management on restrictions continuing if no medical certificate is presented.

Term of the Agreement

The term of the agreement will be five (5) years from September 1, 2009 to August 31, 2014.

Sick Leave

The usage of sick time will be reviewed in the third year of the collective agreement. The Employer will have the right to arbitrate this issue in the fourth year if there is no improvement in usage. I remain seized to deal with this issue.

Wage Reopener – 4 and 5

There will be a wage reopener in the fourth year of the collective agreement to establish wage changes (if any) in the fourth and fifth year.

Benefits

Commencing the fourth year of the collective agreement the Employer will contribute \$250.00 per full-time employee per year for benefit plans.

Effective Dates

All changes are effective the date of this award unless otherwise specified.

Summary

Both the Employer and the Union have additional issues to discuss in order to finalize their agreement. I refer those issues back to the parties for further discussions. I retain jurisdiction to deal with those issues or any other matter arising out of this award. In addition I have not included numbering of articles in this Award. I leave that to the parties to address in their discussions.

Dated in Vancouver, BC, this 27th day of October, 2009

Mark Atkinson

**Mark Atkinson
Arbitrator**

LETTER OF UNDERSTANDING RE: RESPECT AND DIGNITY

Okanagan Tree Fruit Cooperative
(the "Employer")

-and-

United Food and Commercial Workers International Union,
Local 247
(the "Union")

The Employer agrees that employees, the people who are a vital part of our success, must be treated with dignity, respect and fairness appropriate in the circumstances.

The parties agree that allegations of inappropriate conduct may be grieved under Article 22. If the parties cannot resolve the Issue through the grievance procedure, the matter may be referred to an arbitrator under Article 23. In the event the arbitrator finds that a violation of this letter has occurred, he/she will be limited to referring the case to the following dispute resolution process.

1. The matter will be referred to mediator Mark Atkinson.
2. If the matter is not resolved through direct mediation, the mediator will write a report outlining his/her view of the matter and make recommendations for a resolution.
3. Individuals identified through the process as having engaged in inappropriate conduct will be retrained or appropriately disciplined as determined by the Employer.

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