

COLLECTIVE AGREEMENT

-Between

Vantage Foods Inc.
Chilliwack, B.C.
(hereinafter called the "Company")

Party of the First Part

-and

United Food & Commercial Workers Union
Local 247, CLC
(hereinafter called the "Union")

Party of the Second Part

Expiry date - June 30, 2014

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NOW THEREFORE THIS AGREEMENT WITNESSETH:

ARTICLE 1 RECOGNITION

- 1.01 The Company recognizes the Union as the sole and exclusive bargaining agent for all employees at its 8966 Nowell Street Meat Processing Plant, Chilliwack, B.C., for all employees below the level of supervisor in production, distribution, and maintenance employed in the job classifications contained in this Agreement.
- 1.02 Company personnel employed in non-bargaining unit positions shall only perform work normally done by bargaining unit employees for the purposes of training, experimentation, or to provide temporary assistance in urgent situations.
- 1.03 The Employment Standards Act shall apply to all employees and where the Employment Standards Act provides benefits or conditions superior to the provisions of this Agreement, the superior provisions of the Act shall apply.

ARTICLE 2 UNION SECURITY

- 2.01 All employees shall, as a condition of employment, become and remain members in good standing of the Union.
- 2.02 **Deduction of Union Dues**

Upon written authorization from the employee, the Company agrees to make deductions from all employees covered by the Agreement of the dues and initiation fees of the Union

as advised by the Union and forward the total amount deducted with an itemized statement of the same to the Union. Each new employee, at the time of hire, shall sign an authorization for union dues deductions which shall immediately be sent to the Union Office. (Union to supply appropriate form)

Such Union dues deducted shall be indicated on the employee's T-4.

All Union dues, Initiation Fees and Assessments so deducted shall be remitted by the Company to the Union within fifteen (15) days after the end of the month.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 The Union agrees that the Company has the exclusive right and power to manage its business, to control the direction of the staff including the right to plan, direct and control the operations, hire, suspend, or discharge for just cause and to relieve employees from duty because of lack of work. The right to establish and maintain reasonable rules and regulations covering the operation of the plant is vested in the Company. The Company will discuss the rules and regulations with the Union prior to their implementation. The above rights shall be exercised subject to the applicable provisions of the Collective Agreement including the grievance procedure.
- 3.02 The direction and supervision of the working force shall, at all times, be the responsibility of the Company only.
- 3.03 The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement. The Company, therefore, retains all the rights not otherwise specifically covered in this Agreement. The exercise of the foregoing rights shall not alter any of the provisions of this Agreement.

ARTICLE 4 LABOUR MANAGEMENT COMMITTEE

- 4.01 The Company and the Union are committed to establishing and maintaining a workplace for employees based on cooperation, mutual problem-solving, and respect for the individual. To assist in achieving this, a Labour Management Committee shall be formed.
- 4.02 The Labour Management Committee shall meet at least monthly during the first year of Plant Operations and at least every two (2) months thereafter. The Labour Management Committee will deal with all issues of concern and mutual interest at the Plant except for the matters which are the subject of a grievance.
- 4.03 The Labour Management Committee shall consist of two (2) representatives appointed by the Union and two (2) representatives appointed by the Company. A Union Staff

Representative shall have the right to attend and participate in Labour Management Committee meetings.

ARTICLE 5 OCCUPATIONAL HEALTH AND SAFETY

- 5.01 The Company and the Union agree that safety in the workplace and the protection of all employees are of primary importance. Safety is a shared responsibility and the input of all employees to improve safety practices and conditions is encouraged and expected. Plant safety programs and efforts will be coordinated through the involvement of people from all levels of the organization.
- 5.02 The Company and the Union will establish a Health and Safety committee to insure and promote health and safety in the workplace including ergonomics.
- 5.03 The Company and the Union agree to cooperate in making the safety programs work. If the Union is concerned about the Company's commitment to provide a safe workplace, the Union's Staff Representative will resolve those concerns with the Plant Manager.
- 5.04 The Health and Safety Committee shall consist of two (2) representatives appointed by the Union and two (2) representatives appointed by the Company. The Health and Safety Committee shall meet monthly.

ARTICLE 6 NO DISCRIMINATION

- 6.01 The Company agrees that there will be no discrimination against any employee because of Union activities.

ARTICLE 7 RIGHTS OF THE STAFF REPRESENTATIVE

- 7.01 It is agreed that the Staff Representative of the Union shall be admitted during working hours, at reasonable times, to interview employees while on duty or to inspect working conditions provided, however, that such visits shall be calculated to cause a minimum of disturbance with the Company's business. The Staff Representative shall first report their presence to the plant manager, or in his absence, the person in charge of the plant, on the occasion of each of such visits.

ARTICLE 8 SENIORITY RIGHTS

- 8.01 (a) New full-time employees shall serve a probationary period of eighty (84) worked days of accumulated service. During the probationary period, the Company shall have the right to terminate a probationary employee subject only to review of this

decision in grievance and arbitration on basis of the Company's decision being unreasonable, arbitrary, or discriminatory.

- (b) An employee's seniority date shall be established based on the date the employee commences work.

8.02 In layoffs and recalls of full-time employees, seniority, qualifications and ability to perform the job shall be the governing factors.

Should a full-time employee be recalled for a temporary time period of four (4) weeks or less, the employee may decline, provided there are other qualified junior full-time employees on layoff who accept recall. The full-time employee who declined the position shall not be eligible for a position until the next recall by the Company.

8.03 The seniority rights of an employee shall be terminated if the employee:

1. Voluntarily leaves the employ of the Company;
2. Is discharged for cause;
3. Except as specified in Article 8.02, fails to return to work after a layoff within seven (7) calendar days after notice of recall has been forwarded to the employee's last address on file with the Company. This period shall be extended to fourteen (14) calendar days provided there are other employees available with the required skills and qualifications.
4. Fails to return to work upon the conclusion of a leave of absence without reasons satisfactory to the Company.
5. Is not recalled to work when laid off due to lack of work for more than twelve (12) months.

8.04 a) The Company agrees to post all vacancies for full-time positions.

b) Interested employees shall submit an application form within seven (7) calendar days of the posting. Seniority, qualifications and ability to perform the job shall be the governing factors in selection amongst employees who apply.

c) The Company will provide a copy of each posting to the Chief Steward.

d) The successful applicant will be transferred to his new job within twenty (20) working days.

e) If the employee selected decides within sixty (60) days of assuming the new position he/she does not wish to continue in the new position, the employee shall have the right to revert to their former position.

- 8.05 If the Company creates a new or revised job classification, or combines existing job classifications, the Company will establish a wage for such new or revised job classification and notify the Union. The Union has seven (7) calendar days thereafter to object to the rate set, and the matter will then be subject to negotiations between the Company and the Union. If the matter is not resolved, the issue of the appropriate wage rate may be referred to arbitration.
- 8.06 To maximize hours of work and job enhancement, the Company will implement a cross-training program.

ARTICLE 9 HOURS OF WORK

- 9.01 The Company intends to operate a standard workday of eight (8) hours and a standard work week of forty (40) hours, but this will not be a guarantee of hours per day or per week. For payroll purposes the work week shall start at 12:01 a.m. on Sunday and end at midnight Saturday evening

The Company will operate hours which best fulfill the customers' needs. The Company will schedule work accordingly. This will necessitate changes in work schedules potentially including alternate shift times and durations and regular work on Saturdays and Sundays. These revised work schedules are subject to change to meet business conditions.

The Company will provide at least twenty-four (24) hours' notice of a change in shift schedule.

- 9.02 When designing shift schedules, the Company agrees to follow these guidelines:
- a) Employees will have a minimum of two (2) consecutive days off as the norm to the extent this can be scheduled.
 - b) Notwithstanding Article 9.02 a), when the Plant processes primal cuts seven (7) days per week, all full-time employees shall have two (2) consecutive days off per week and the Company shall schedule consecutive days off for part-time employees to the extent operations permit.
 - c) Employees will not work split shifts.
 - d) A Joint Scheduling Committee shall function on an ongoing basis to provide direction on designing shift schedules that best meet the needs of employees based on operating needs within the conditions of this Agreement. The Joint Scheduling Committee shall be comprised of two (2) representatives appointed by the Company and two (2) representative appointed by the Union.

- 9.03 If work is not available for employees reporting to work as scheduled the Company will provide four (4) hours of pay at their straight time rate except in the event the plant operations are affected by an emergency, breakdown, fire, flood, snowstorm, strike, power failure, Act of God, or other causes beyond the Company's control.
- 9.04 Employees who are called to work at a time outside their regular work schedule and such time does not merge with their regular shift shall be paid a minimum of four (4) hours pay at their straight time rate or for actual time worked at the overtime rate, whichever is greater.
- 9.05 The Company will provide each employee the following rest periods on his/her shift each day.
- a) A paid rest period of fifteen (15) minutes about the mid-point in the first half and in the second half of the shift.
 - b) An unpaid lunch period of thirty (30) minutes long as near as practicable to the mid-point of the shift.
- 9.06 Employees who work regularly scheduled hours between the hours of 6:00 p.m. and 6:00 a.m. will be paid thirty five (35) cents per hour over their regular rate for all regularly scheduled hours worked between 6:00 p.m. and 6:00 a.m.
- 9.07 Employees will be scheduled for an equitable shift rotation. The Company shall consult with the Union on the implementation of shift schedules and conditions for employee rotation between day, afternoon, and night shifts. Employees who have a preference for afternoon and night shifts shall have their personal preferences accommodated to the extent practical.

ARTICLE 10 OVERTIME

- 10.01 The Company reserves the right to determine overtime work in accordance with requirements of the business. Overtime assignments will be filled to the extent practical from employees voluntarily willing to work the overtime.
- 10.02 Overtime will be paid as follows:
- a) One and one-half times (1 ½X) the employee's regular hourly rate of pay for all work performed in excess of eight (8) hours per day up to and including eleven (11) hours per day.
 - b) Two times (2X) the employee's regular hourly rate of pay for all work performed in excess of eleven (11) hours per day.

- c) Two times (2X) the employee's regular hourly rate of pay for all work performed in excess of forty-eight (48) hours per week.

10.03 When an employee is required to work one (1) hour or more overtime following a regular eight (8) hour shift, s/he shall receive a paid rest period of fifteen (15) minutes. In addition, if an employee is required to work beyond two (2) hours overtime, they will receive an additional fifteen (15) minute rest break.

10.04 Banked Overtime

An employee shall be permitted to bank overtime for a maximum of forty (40) hours of paid time off in lieu of overtime pay per calendar year. Time banked will be accrued at the rate it was earned. For example if an employee works one (1) hour of overtime at time and one-half (1 ½X), one and one-half (1 ½) hours would accrue in the employee's overtime bank towards the maximum of forty (40) hours.

The employees must request the use of banked overtime in writing. Banked overtime usage will be granted on a first-come, first-served basis, provided the operating needs of the Company are met.

A payout of banked overtime must be requested in writing two (2) weeks prior to June 30th or December 31st in each year.

Banked overtime may be carried beyond the calendar year in which it was earned but at no time can the total number of paid hours accrued in the employee's overtime bank exceed forty (40) hours.

Banked overtime hours shall be paid at the employee's rate in effect when the time off is taken or a payout is made.

ARTICLE 11 STATUTORY HOLIDAYS

11.01 The following holidays shall be recognized:

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

One (1) Personal Day to be observed on or near employee's birthday.

Plus any other statutory holiday proclaimed by the Provincial Government.

- 11.02 (a) In the event a holiday falls on an individual's scheduled work day it may be observed on the actual shift day of the holiday or on some other day, by mutual agreement.
- (b) The work week shall be reduced by eight (8) hours in the week in which a holiday is observed.
- 11.03 All work performed on a Statutory Holiday shall be paid for at the rate of one and one-half times (1 ½X) the employee's regular rate per hour, in addition to his or her regular holiday pay.
- 11.04 Employees will be given a reasonable notice if required to work on a statutory holiday. In no case will an employee be required to work less than four (4) hours on a statutory holiday, when scheduled to work.

ARTICLE 12 VACATIONS

- 12.01 The date for determining the length of vacation in a calendar year shall be May 1st in that calendar year.
- 12.02 All full-time employees having completed one (1) year but less than five (5) years of continuous service with the Company as of May 1st, will be entitled to two (2) weeks vacation with vacation pay calculated based on four percent (4%) of earnings. Employees who have less than one (1) year of service on May 1 shall receive a prorated vacation entitlement.
- 12.03 All full-time employees having completed five (5) years of continuous service with the Company as of May 1st will receive three (3) weeks vacation with vacation pay calculated based on six percent (6%) of earnings.
- 12.04 All full-time employees having completed ten (10) years of continuous service with the Company as of May 1st will receive four (4) weeks vacation with vacation pay calculated based on eight percent (8%) of earnings.
- 12.05 All full-time employees having completed fifteen (15) years of continuous service with the Company as of May 1st will receive five (5) weeks vacation with vacation pay calculated based on ten percent (10%) of earnings.
- 12.06 Vacation entitlement for the vacation year shall be prorated based on an employee's anniversary date of employment in the years the employee attains five (5) years, ten (10), and fifteen (15) years of continuous service. For example, if an employee attains five (5) years of service on July 1 of a calendar year, the employee would accrue vacation entitlement based on two (2) weeks for May and June of that year, and then based on three (3) weeks for remainder of that vacation year being the months of July through

April, the total entitlement would be two (2) weeks plus 10/12ths of the one (1) extra week.

- 12.07 Pay for vacation shall be granted to the employee prior to the beginning of the vacation period.
- 12.08 Employees leaving the employment of the Company shall be paid any earned vacation pay due at the time of separation calculated from the date of separation to the prior first of May.
- 12.09 If a holiday, as listed in clause 11.01, occurs during the employee's vacation period, such employee shall be entitled at the option of the employee, to one (1) day extra holiday consecutive with his vacation or another day mutually agreed between the employee and the Company.
- 12.10 The Company agrees to take seniority into consideration in preparing the vacation schedule. Each department will, by March 1st in each calendar year, post a vacation schedule form listing the employees in order of seniority. An employee must submit his request for preference on vacation dates covering complete vacation entitlement by March 15th, in order that the Company may finalize and post vacations scheduled by May 1st; however, seniority shall not apply if the employee fails to make his selection before March 30th. Two (2) weeks of an employee's annual vacation will be scheduled according to seniority.

ARTICLE 13 LEAVE OF ABSENCE

- 13.01 A request for leave of absence for any legitimate purpose shall be considered by the Company and shall not be unreasonably withheld. The Company prefers that no leave of absence be consecutive with annual vacation during the prime time and may find it necessary to refuse a request where it would cause difficulty in operating the plant. Employees must use up any vacation credits before requesting a leave of absence.

Requests for leave of absence shall be in writing. Permission, if granted, shall be in writing from the Company. If the request is refused, written reasons for the refusal shall be given. Employees shall normally receive a written reply to a request for leave of absence within two (2) weeks of the submitting of such request. Under no circumstances shall any leave of absence continue to excess of six (6) months save those referred to in clause 13.03 hereof.

- 13.02 The Company agrees to grant written leave of absence for a period of not more than twelve (12) months to any employee who has been elected or appointed to a position with the International or Local Union, if such duties require the employee to have leave of absence from his Company duties on a full-time basis the employee to give reasonable notice.

13.03 The Company will grant parental leave in accordance with B.C. labour standards legislation.

ARTICLE 14 UNIFORMS, TOOLS, AND PROTECTIVE EQUIPMENT

14.01 (a) Uniforms which the Company requires shall be furnished without charge. Laundering of such garments shall be paid for by the Company.

(b) The Company will furnish necessary meat cutting tools and pay for the sharpening of same.

(c) Personal protective clothing and equipment shall be furnished to employees without charge according to following list.

- | | |
|---------------------------------|---------------------------|
| Hard Hat | Hair net |
| Ear plugs | Safety glasses |
| Safety goggles | Smocks |
| Mesh aprons | Rubber aprons |
| Plastic (hard) arm guards | Neoprene sleeves |
| Mesh gloves | Rubber gloves |
| Cotton gloves | Steels |
| Scabbards | Knives |
| Utility knife, holder, and belt | Rubber boots (steel toed) |
| Face shield | |

Employees will be supplied with equipment in accordance with specific job requirements including any additional equipment which may not be listed in (c) above

(d) Under no circumstances are the uniforms not owned by the employee or tools or equipment provided hereunder to be removed from the plant premises overnight.

(e) Employees may be required to replace items which are determined to be lost, damaged or broken through their misuse or negligence.

14.02 Following completion of the probationary period, the Company will reimburse an employee up to one hundred dollars (\$100.00) towards the cost of approved safety footwear upon presentation of an appropriate receipt for the purchase. Thereafter, full-time employees shall be eligible for this reimbursement after every twelve (12) months of employment and part-time employees after every two thousand (2000) hours worked.

ARTICLE 15 WORKERS' COMPENSATION

15.01 The Company agrees to provide employees with Workers' Compensation coverage.

- 15.02 If an employee is injured and is required to be treated at the plant or to leave the plant for medical attention, the employee will be paid for the balance of the shift during which the accident occurred or the time missed during the shift as appropriate.
- 15.03 The Company and the Union shall work jointly on the administration of a gradual return to work program when applicable to employees returning to work after an absence on Workers' Compensation or from an illness.

ARTICLE 16 PART-TIME EMPLOYEES

- 16.01 Recognizing the Company's business fluctuates according to the day of the week or month and the time of day, it is necessary to employ both full-time and part-time employees. The following provisions of this Article apply to the employment of part-time employees. Employees who are hired as vacation relief during the period May 1 - September 30 will also be considered part-time employees for the purposes of this Agreement.
- 16.02 In the event of the lay off of a full-time employee, that full-time employee will have the option of being assigned by the Company to a part-time job. When assigned as a part-time employee, all provisions applicable to part-time employees will be applicable to that reassigned full-time employee, except that the full-time employee assigned to part-time shall be paid his full-time rate for the first four (4) weeks of his reassignment to part-time.
- 16.03 The following provisions of the Agreement apply to part-time employees.
- Articles 1, 2, 3, 4, 5, 6, 7, 13, 14, 15, 16, 17, 18, 19, 20, 23, 24, 25, 26, 27, 28, and Appendix A.
- 16.04 (a) The Company agrees that part-time employees shall not be used to the extent that they replace or displace a full-time employee from employment, or prevent establishing a full-time position when one exists, or the posting of a full-time position, except in cases of short-term absences, vacation relief, or emergency.
- (b) If replacement of a full-time employee is required by the Company, a part-time employee with the required seniority, skills and qualifications will be employed on a temporary full-time basis and covered by the Agreement conditions that apply to full-time employees. Where a part time employee replaces a full-time employee on a temporary basis, he or she will return to part-time status at the end of the full-time period.
- (c) Part-time employees may be called in at any time to cover for the short- term absence of full-time employees for any reason and for emergencies.

- (d) Part-time employees shall not be called in or scheduled to work for less than four (4) hours.

16.05 Upon completion of 672 worked hours, part-time employees covered by this Agreement shall be deemed to have served their probationary period. During the probationary period, the Company shall have the right to terminate a probationary employee subject only to review of this decision in grievance and arbitration on basis of the Company's decision being unreasonable, arbitrary, or discriminatory.

The seniority of part-time employees shall be determined based on an accumulation of hours worked.

16.06 Part-time employees shall be allowed to bid on Plant Operations Employee positions on the basis of seniority, qualifications, and ability. Part-time employees interested in such positions may file a written standing bid for such positions with the Company.

16.07 A part-time employee reclassified to full-time employment shall be credited with his or her seniority earned as a part-time employee on the basis of 2,000 hours worked equaling one (1) year of seniority. For every eight (8) hours worked, a part-time employee would be credited with one (1) day of seniority towards his or her full-time seniority date. For example, if a part-time employee started on January 4, 1999 had accumulated 120 hours of work when the employee's part-time status changed to full-time on February 15, 1999:

- 120 hours divided by 8 hours = 15 days of service credit.
- The employee's new full-time seniority date would become Jan. 25, 1999.
- The employee would become eligible for benefit coverage on Apr. 25, 1999.
- For the purpose of wage progression, the employee's first increase would be Jul. 25, 1999.
- For the purpose of calculating probationary periods, the employee will have completed 15 worked days of the probationary period set out in Article 8.01 (a).

At no time will an employee's new seniority date be prior to their actual start date nor will an employee's benefit entitlement be prior to the date their employment status was changed to full-time.

16.08 The Company will schedule hours of work for part-time employees in accordance with production requirements and may determine the number of hours per day or week operations or services are required. Preference in assigning available shifts to part-time employees will be given based on the employees' date of hire.

16.09 The seniority rights of a part-time employee shall be terminated if the employee:

- (1) Voluntarily leaves the employ of the Company,
- (2) Is discharged for cause;

- (3) Fails to return to work upon the conclusion of a leave of absence without reasons satisfactory to the Company,
- (4) Is not recalled to work when laid off due to a lack of work for more than six (6) months.

16.10 Overtime for part-time employees will be paid as follows:

- a) One and one-half times (1 ½ X) the employee's regular hourly rate of pay for all work performed in excess of eight (8) hours per day up to and including eleven (11) hours per day.
- b) Two times (2X) the employee's regular hourly rate of pay for all work performed in excess of eleven (11) hours per day.
- c) Two times (2X) the employee's regular hourly rate of pay for all work performed in excess of forty-eight (48) hours per week.

16.11 Part-time employees will be eligible for statutory holiday pay for the nine (9) specified statutory holidays specified in Article 11 provided they have worked on at least ten (10) days during the thirty (30) calendar day period immediately preceding the holiday. The individuals will be paid their straight time hourly rate for all holiday hours to a maximum of eight (8). Holiday hours are calculated by totaling the number of hours worked by the employee in the thirty (30) calendar day period immediately preceding the statutory holiday and dividing that total by the number of days worked in the same period. All work performed on a statutory holiday shall be paid in accordance with the Employment Standards Act.

16.12 Employees shall receive vacation pay to May 1st of any year on the basis of four percent (4%) of their previous year's earnings, after five (5) years of service, at six percent (6%) of their previous year's earnings, after ten (10) years of service, at eight percent (8%) and after fifteen (15) years of service, at ten percent (10%) of their previous year's earnings and will have the choice of an equivalent paid vacation.

16.13 Part-Time Wages

Part-time employees shall be paid hourly wage rates according to Appendix A. Six (6) months of service for the purpose of wage progression shall be determined based on a cumulative 1,000 hours worked by the part-time employee.

ARTICLE 17 SHOP STEWARDS

17.01 The Company agrees to recognize Shop Stewards appointed by the Union. The Union will advise the Company in writing of the names of Shop Stewards so appointed.

ARTICLE 18 ADJUSTMENT OF GRIEVANCES

- 18.01 "Grievance" means any complaint or claim brought by the Company or by the Union or by any employee concerning discipline or discharge, or relating to the interpretation, application or alleged violation of this Agreement.
- 18.02 All grievances shall be in writing, signed by the party making the grievance.
- 18.03 Grievances will be initiated within fifteen (15) days of the date the alleged circumstances occurred or the employee first reasonably became aware of the circumstances giving rise to the grievance.
- 18.04 Shop Stewards shall be afforded such time off with pay as may be required to attend meetings with Management.
- 18.05 The steps to be taken in the handling of any grievance shall be as follows:

FIRST - In the case of a grievance by any individual employee, such employee with a Shop Steward, shall meet as soon after presentation of the grievance as may be mutually convenient with his immediate Supervisor. The Company shall inform the employee and the Shop Steward of its decision within three (3) days of this meeting. This step may be omitted if the grievance concerns the dismissal of an employee.

SECOND - If settlement is not achieved by the first step, or if such step is not applicable, the grievance shall be referred to a Union Staff Representative. If necessary, a meeting will then be held with the Plant Manager. The party to whom the grievance was presented shall make its decision known within five (5) days of this meeting.

THIRD - If settlement is not achieved by the second step, the grievance shall be submitted to arbitration.

- (a) This step may be invoked by any party giving notice to the other concurrently with the decision required under the preceding step, or within forty-eight (48) hours thereafter.
- (b) The Board of Arbitration shall be composed of one person appointed by mutual agreement between the Company and the Union. Within five (5) working days of the giving of notice of the invocation of this step, the parties shall select the Arbitrator. Should the Union and the Company fail to agree upon an Arbitrator, the Minister of Labour of the Province of British Columbia shall be requested to appoint an Arbitrator.
- (c) The decision of the Arbitrator shall be final and binding on both parties.

- (d) 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.
- (e) Each of the parties to this Agreement shall jointly bear the expenses of the Arbitrator.
- (f) The parties may waive and/or enlarge time limits by mutual agreement for any or all of the above steps.

18.06 The parties agree to apply the grievance resolution provisions of Sections 87 and 104 of the Labour Relations Code as alternative procedures to handle grievances.

18.07 If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, Colin Taylor, or a substitute agreed to by the parties, shall at the request of either party

- (a) investigate the difference,
- (b) define the issue in the difference, and
- (c) make written recommendations to resolve the difference within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

ARTICLE 19 WAGES

19.01 Job classifications and rates of pay for all employees covered by this Agreement are listed in Appendix A.

19.02 An employee transferred to a lower-rated job will maintain his/her wages except if the transfer is as the result of any of the following circumstances:

- a. A permanent transfer because of a job elimination;
- b. A transfer in lieu of layoff;
- c. Any other voluntary job change by the employee.

If an employee is transferred under circumstances (a) or (b), the employee will maintain his/her wage only for the first thirty (30) calendar days he/she works at the job, after which he/she will be paid the regular rate for the lower rated job.

If an employee is transferred under the circumstance (c), he/she will be paid the regular rate for the lower rated job immediately.

- 19.03 Any employee who starts at a higher rate than then the minimum for the classification shall progress to the next rate in the time intervals applicable to that classification.
- 19.04 An employee assigned to perform a higher rated job for longer than one (1) hour per day will be paid the higher rate for all hours while performing such work.
- 19.05 All employees will receive a pay slip showing gross pay, overtime separate and all other deductions itemized.
- 19.06 Employees will be paid every two (2) weeks with not more than a one (1) week holdback with the regular pay day no later than Friday. Payment may be by direct deposit as a condition of employment.

19.07 Credit for Previous Experience

Employees who have previous experience in a retail meat department or meat packaging or processing facility shall be granted full credits for such experience for the purpose of determining their starting rate of pay. For example, an employee with 18 months of meat cutting experience shall be start at the 18 months progression rate. At the Company's option, reasonable verification of experience may requested by the Company.

ARTICLE 20 REST ROOMS

- 20.01 Adequate rest rooms shall be provided and kept heated and ventilated and in a sanitary condition. The employee shall cooperate with the Company in keeping the rest rooms in a clean and sanitary condition.

ARTICLE 21 BENEFIT PLANS

- 21.01 The Company will make available to all full-time employees the Company's Group Insurance Plan. The following is a summary of the Plan for the purposes of reference. The specific plan conditions govern eligibility for participation and benefits of the Plan.
 - a) Basic Life Insurance. Premiums paid 100% by the Company.
 - b) Dependent Basic Life Insurance. Premiums paid 100% by the Company.
 - c) Accidental Death, Dismemberment and Specific Loss equal to Basic Life Insurance. Premiums paid 100% by the Company.
 - d) Dental Plan, including

- Basic and Accident 80%
- Major Coverage 50%
- Maximum of \$1,500 per year for Basic and Major combined.
- Maximum for dentures and bridgework \$2,000 for 5 years.

Premiums paid 100% by the Company.

- e) Healthcare Plan. Premium paid 100% by the Company.
- f) Long Term Disability Benefits. Premiums paid 100% by the employee.
 - 66.67% of monthly earnings to a maximum of \$2,500 or 85% of pre-disability take-home pay, whichever is less.

21.02 The Company will contribute 50% of the monthly premium and the employee shall contribute 50% for the premium of the B.C. MSP Medical Plan for full-time employees who have completed three (3) months of service.

ARTICLE 22 PENSION

22.01 Employees shall be eligible to participate in the Company's Pension Plan according to the eligibility provisions and conditions of the Pension Plan.

ARTICLE 23 BEREAVEMENT

23.01 In the event of death in the immediate family of a full-time employee, the full-time employee will be granted and shall be entitled to one (1) week leave with pay. A part-time employee will be granted and shall be entitled to a two (2) work day leave with pay. The term "immediate family" shall mean spouse, common-law spouse, parent, child, brother or sister.

In the event of death of mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, or any relative living in the household of the full-time employee, the employee shall be entitled to two (2) work days leave with pay. A part-employee shall be entitled to one (1) work day leave with pay.

ARTICLE 24 JURY DUTY

24.01 In the event an employee is called for jury duty or jury selection or is served a subpoena by the Crown, the Company agrees to make up the difference, if any, between Jury Duty pay and employee's regular weekly pay. The employee must notify his supervisor

promptly when he is called. Any difference will be paid only on proof of attendance and the amount actually paid.

ARTICLE 25 NO STRIKES OR LOCKOUTS

25.01 There shall be no strikes or lockouts during the term of this Agreement.

ARTICLE 26 DISCIPLINE

26.01 No employee shall be discharged or disciplined without just cause.

26.02 The Company agrees that, whenever an employee is presented with a written notice of discipline, the employee will be given advance notice so that the employee may arrange for a plant steward to be present.

26.03 An employee may view his or her personnel file in the presence of a Company representative.

ARTICLE 27 BULLETIN BOARDS

27.01 The Company will provide a bulletin board for the use of the Union.

ARTICLE 28 EXPIRATION AND RENEWAL

28.01 Except as otherwise provided herein, this Agreement shall be effective from date of signing to and including June 30, 2014, and thereafter from year to year unless the notice hereinafter mentioned is given. If such notice is given, the provisions contained in this Agreement shall not be altered or changed until a new Collective Agreement is reached or a legal strike or lockout has commenced.

28.02 Subject to the foregoing, either party may, within four (4) months prior to June 30, 2014 or any subsequent anniversary thereof, give notice in writing to the other party to commence collective bargaining to negotiate revisions to this Agreement.

28.03 The Company and the Union mutually agree to exclude the operation of Section 50(2) of the Labour Relations Code of British Columbia.

APPENDIX A MEMORANDUM OF UNDERSTANDING AND PAY RATES

Memorandum of Understanding,
between:

VANTAGE FOODS INC.
(hereinafter referred to as “the Company”)
and
United Food and Commercial Workers Union
LOCAL 247
(hereinafter referred to as “the UFCW”)

January 12, 2006

Whereas the Company and the UFCW are Parties to a collective agreement with a current expiry date of June 30, 2009; and

Whereas the Parties agree to make amendments to that collective agreement.

The Parties hereby agree to amend the existing collective agreement as follows:

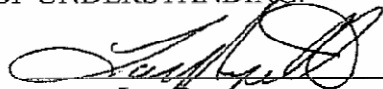
1. The existing collective agreement will be extended by 60 months: From June 30, 2009 to June 30, 2014
2. Wage rates for this period of extension will be adjusted and increased as shown on Appendix “A”. The wage rates included in Appendix “A” are based on the following increases:
 - a. 2% increase for all steps in each wage scale on ratification (except top steps in each scale)
 - b. 2% increase on July 1 each year from 2008 to 2013 for all steps in each wage scale (except top step in each scale)
 - c. Existing top step in the Plant Operations Employee; Journeyman Maintenance; and Maintenance employee wage scales to be adjusted by 2.5% on ratification and by 2.5% each year from 2008 to 2013
 - d. New top step (36 months) to be added to Senior Plant Operations Employee wage scale on ratification. Wage rate at ratification to be \$18.72 per hour. This top step to be adjusted by 2.5% each year from 2008 to 2013

- e. All annual increases to be effective July 1st of each year between 2007 and 2013.
 - f. The first “annual” increase following ratification will be split, with one half of the increase being effective from November 1, 2006 and the other half of the increase being effective July 1, 2007.
3. Part time employees who have worked for Vantage Foods for 24 months will be included on the Company’s BC MSP group while they continue to be an active part time employee. The Company will pay 50% of the monthly premiums associated with that coverage. If the part time employee has coverage under another group (for example is a casual employee who works elsewhere and is covered by another employer’s group), they will not be eligible to be covered under the Vantage Foods’ group.

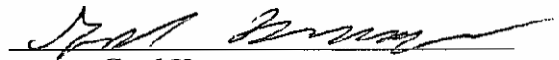
This memorandum, originally agreed to on January 12, 2006 was ratified by the members of Local 247 on January 23, 2006.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE DULY EXECUTED THIS MEMORANDUM OF UNDERSTANDING.

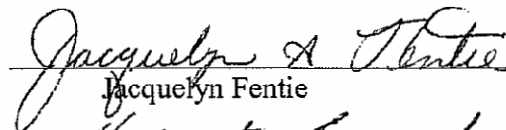
For the UFCW:



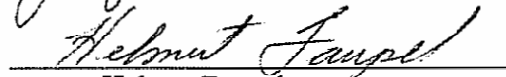
Lou Regenwetter



Gord Kruyer

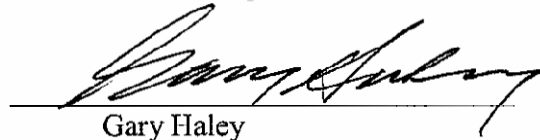


Jacquelyn Fentie

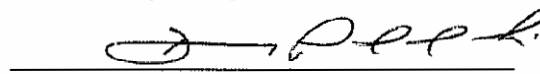


Helmut Faupel

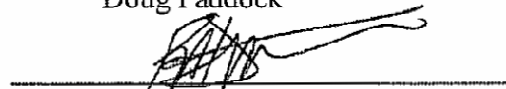
For Vantage Foods:



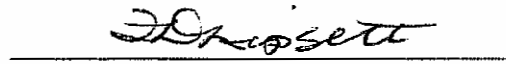
Gary Haley



Doug Paddock



Rob Dettlinger



Don Lipsett

**APPENDIX "A" Wage schedule for Collective Agreement between
Vantage Foods Inc. And United Food and Commercial Workers Union (UFCW), Local 247
AGREEMENT RATIFIED: JANUARY 23, 2006**

ASSUMPTIONS:

Ratification increase - 2% increase at all steps, except top steps
 Ratification increase - 2.5% increase for top rates
 Add new step in Sr. Plant Operations Employee Scale

**2% per year increase for all classifications, except in top step
 2.5% for top step in each scale**

EFFECTIVE DATES OF INCREASES

WAGE SCALES	Existing Rates July 1, 2005	New Rates ON RATIFICATION 23-Jan-06	Nov-01, 2006	Jul-01, 2007	Jul-01, 2008	Jul-01, 2009	Jul-01, 2010	Jul-01, 2011	Jul-01, 2012	Jul-01, 2013
Sr. Plant Operations Employee										
Start	12.41	12.66	12.79	12.92	13.17	13.44	13.71	13.98	14.26	14.55
6 Months	13.47	13.73	13.87	14.01	14.29	14.57	14.87	15.16	15.47	15.78
12 Months	14.54	14.83	14.98	15.12	15.43	15.73	16.05	16.37	16.70	17.03
18 Months	15.59	15.90	16.06	16.22	16.54	16.87	17.21	17.55	17.90	18.26
24 months	16.67	17.00	17.17	17.34	17.69	18.04	18.40	18.77	19.15	19.53
30 months	17.72	18.07	18.26	18.44	18.80	19.18	19.56	19.96	20.35	20.76
36 months (NEW LEVEL)	17.72	18.72	18.95	19.19	19.67	20.16	20.66	21.18	21.71	22.25
Plant Operations Employee										
Start	9.61	9.80	9.90	10.00	10.20	10.40	10.61	10.82	11.04	11.26
6 Months	10.43	10.63	10.74	10.85	11.06	11.29	11.51	11.74	11.98	12.22
12 Months	11.25	11.48	11.59	11.70	11.94	12.18	12.42	12.67	12.92	13.18
18 Months	11.92	12.16	12.28	12.40	12.65	12.90	13.16	13.42	13.69	13.97
24 months	12.90	13.16	13.29	13.42	13.69	13.96	14.24	14.53	14.82	15.11
30 months	13.73	14.08	14.25	14.43	14.79	15.16	15.54	15.93	16.32	16.73

WAGE SCALES	Existing Rates July 1, 2005	New Rates ON RATIFICATION 23-Jan-06	Nov-01, 2006	Jul-01, 2007	Jul-01, 2008	Jul-01, 2009	Jul-01, 2010	Jul-01, 2011	Jul-01, 2012	Jul-01, 2013
Maintenance Journeyman										
Start	19.55	19.94	20.14	20.34	20.75	21.17	21.59	22.02	22.46	22.91
6 months	21.73	22.27	22.55	22.83	23.40	23.98	24.58	25.20	25.83	26.47
Maintenance Employee										
Start	12.41	12.66	12.79	12.92	13.17	13.44	13.71	13.98	14.26	14.55
6 Months	13.47	13.73	13.87	14.01	14.29	14.57	14.87	15.16	15.47	15.78
12 Months	14.54	14.83	14.98	15.12	15.43	15.73	16.05	16.37	16.70	17.03
18 Months	15.59	15.90	16.06	16.22	16.54	16.87	17.21	17.55	17.90	18.26
24 months	16.67	17.00	17.17	17.34	17.69	18.04	18.40	18.77	19.15	19.53
30 months	17.72	18.16	18.39	18.62	19.08	19.56	20.05	20.55	21.06	21.59
Maintenance Helper										
Start	9.61	9.80	9.90	10.00	10.20	10.40	10.61	10.82	11.04	11.26
6 Months	10.43	10.63	10.74	10.85	11.06	11.29	11.51	11.74	11.98	12.22
12 Months	11.25	11.48	11.59	11.70	11.94	12.18	12.42	12.67	12.92	13.18
18 Months	11.92	12.16	12.28	12.40	12.65	12.90	13.16	13.42	13.69	13.97
24 months	12.90	13.16	13.29	13.42	13.69	13.96	14.24	14.53	14.82	15.11
30 months	13.73	14.08	14.25	14.43	14.79	15.16	15.54	15.93	16.32	16.73
Apprentice Meat Cutter										
Start	11.92	12.16	12.28	12.40	12.65	12.90	13.16	13.42	13.69	13.97
6 Months	12.89	13.25	13.39	13.53	13.82	14.11	14.41	14.72	15.03	15.35
12 Months	13.85	14.35	14.50	14.66	14.99	15.32	15.66	16.01	16.36	16.73
18 Months	14.83	15.44	15.62	15.79	16.16	16.53	16.91	17.30	17.70	18.11
24 months	15.79	16.53	16.73	16.93	17.33	17.74	18.16	18.59	19.04	19.49
30 months	16.76	17.63	17.84	18.06	18.50	18.95	19.41	19.89	20.37	20.87
36 months	17.72	18.72	18.95	19.19	19.67	20.16	20.66	21.18	21.71	22.25

First Aid

A bargaining unit member shall be designated as First Aid Attendant provided that such designation shall not result in the employee working out of seniority.

An employee assigned First Aid duties shall be paid a premium of \$0.50 per hour.

Lead Hands

Vacant Lead Hand positions shall be posted and the selection shall be made on the basis of skill, ability and attendance record over the last twelve (12) months. When these criteria considered together are comparable, seniority shall be the deciding factor. Lead Hands will be in the following areas:

- Shipping
- Sausage
- Cutting
- Packaging

Additional Lead Hands may be appointed by mutual agreement between the parties.

Lead Hands shall be paid a premium of \$1.00 per hour.

APPENDIX B OVERWAITEA FOOD GROUP EMPLOYEES

UFCW Local 247 members who exercise their option to accept employment with the Company from a UFCW Local 247 Overwaitea Food Group bargaining unit to the Plant pursuant to the agreement with the Overwaitea Food Group shall be hired by the Company and the following provisions shall supersede the terms of this collective agreement:

1. No probationary period shall apply to the employee on transfer.
2. The Overwaitea Food Group seniority date shall be recognized for all purposes of the collective agreement except for the purposes of the Pension Plan. Participation in the Pension Plan shall be based on the date the employee commences work with the Company.
3. Effective the date of employment with the Company, coverage for the Benefit Plans in Article 21 shall be provided to employees who have coverage in the comparable plans of the Overwaitea Food Group.
4. Vacation entitlement under Article 12 will be established with full recognition of the employee's seniority date for purposes of service established according to Clause 2 above.
5. Journeyman Meat Cutters will be hired as Senior Plant Operations Employees at the top progression rate. Apprentice Meat Cutters will be hired as Senior Plant Operations Employees at the progression step proportionate to their service.
6. Other employees will be hired as Plant Operations Employees at the top progression rate provided they have one (1) or more years of service with Overwaitea on the date they are employed by the Company. Employees with less than one (1) year of service will be paid at the eighteen (18) month progression step.
7. Employees will be expected to decide to exercise their option to accept employment with the Company within one (1) month of the date the employee is informed of the implementation plan for the New Plan Initiative including all options available to them. It is expected that employees will be provided with information respecting their options by January 13, 1997.
8. The Company and Union will cooperate to assist in a positive implementation of the conditions of this Appendix.

APPENDIX C SENIORITY RECOGNITION FOR TRANSFERRED COMPANY EMPLOYEES

Employees who transfer to the Plant during the first three (3) months of operation at the new facility from another Canada West operation shall have their seniority dates recognized for provided this does not result in any bumping of employees hired pursuant to Appendix B or prejudice any seniority rights that these employees would otherwise enjoy under this Agreement.

APPENDIX D IMPLEMENTATION OF THIS AGREEMENT AND THE PLANT EXPANSION

Effective May 9, 1999, all full-time employees shall be scheduled to work based on having two (2) consecutive days off on alternating weeks. These conditions shall apply until Article 9.02 b) applies to scheduling full-time employees.

The Company agrees to add ten (10) additional full-time positions to current plant operations comprised of three (3) Senior Plant Operations Employees and seven (7) Plant Operations Employees. These additional full-time positions will be posted immediately following ratification of this Agreement with the selection complete and employees assigned to the new full-time positions within two weeks (2) following the seven (7) day period for submitting applications.

Provided the proposed conditions for the provision by the Company of additional products and services to Overwitea Foods is concluded and implemented as contemplated during the 1999 negotiations, the Company shall add a minimum of an additional twenty (20) full-time positions in the Plant by December 31, 1999.

Pre-ratification part-time employees shall have the first opportunity to fill these positions consistent with Article 16.06 of the Agreement.

APPENDIX E MEAT CUTTING APPRENTICESHIP PROGRAM

Whereas the parties have jointly developed a Meat Cutting Apprenticeship Program, it is agreed that the Program will be implemented as quickly as possible in accordance with the following:

1. A Joint Apprenticeship Committee (J.A.C.) with two company representatives, two union representatives, and two members will be established.

The role of the committee is to oversee all aspects of the apprenticeship program.

2. Apprentices will be selected by seniority.

3. As grade 10 is considered a Provincial requirement, apprentices must upgrade reading, writing, and math to a Grade 10 level in the first year or develop an action plan leading to entrance standard and agreed to by J.A.C.
4. If the apprentice decides within one year to leave the apprenticeship program, she/he has the right to return to the previous job with no loss of seniority.
5. The J.A.C. can evaluate the apprentice in the first three months and the Joint Apprenticeship Committee (J.A.C.) will determine if the apprentice is suitable for the program.
6. When working in designated meat cutting classification, the apprentice will start at the bottom of the part-time meat cutting list. When the apprentice is working in any other classification, the apprentice's previous seniority will not have a negative effect on the hours of existing employees.

The apprentice will have the right to bump over new hires after ratification in any areas of the plant to enhance the hours of apprenticeship modules.

7. While in the provincial training program, the apprentice shall receive hours credit for experience and be paid for all time actually spent in training.
8. Apprentices who have already completed the provincial course in retail meat cutting shall receive full credit for the duration of the apprenticeship.
9. When selecting apprentices, the J.A.C. committee will determine the credit for previous experience.
10. When placed for the in-store portion of the apprenticeship, existing wage structures will prevail. All hours for in-store portion will be accredited to the apprenticeship.
11. The meat cutting apprenticeship shall be 36 months or 5760 hours of credited work in duration whichever comes first or for an extended period of time as agreed to by the J.A.C.
12. The start rate of pay is the eighteen (18) month Plant Operations Employee rate. Equal increments will be applied every six (6) months in an amount determined by taking the difference between the thirty (30) month Senior Plant Operations Employee rate and the eighteen (18) month Plant Operations Employee rate and dividing by six (6).

LETTER OF UNDERSTANDING

Between

Vantage Foods Inc.
Chilliwack, B.C.
(hereinafter called the "Company")

And

United Food & Commercial Workers Union
Local 247
(hereinafter called the "Union")

The following Letter of Understanding shall form part of the collective agreement signed at Chilliwack, BC the 2nd day of April 1999

This Letter of Understanding clarifies the understanding of the parties on the application of Articles 12.03, 12.06 and 16.12 pertaining to vacation entitlement and vacation pay.

Article 12.03 "All full-time employees having completed five (5) years of continuous service with the Company as of May 1st will receive three (3) weeks vacation with vacation pay calculated based on six percent (6%) of earnings." This article does not refer to the 6 % being based on the previous year's earnings, however we agree that vacation pay is paid in the year after it is earned.

Article 12.06 "Vacation entitlement for the vacation year shall be prorated based on an employee's anniversary date of employment in the years the employee attains five (5) years, ten (10), and fifteen (15) years of continuous service. For example, if an employee attains five (5) years of service on July 1 of a calendar year, the employee would accrue vacation entitlement based on two (2) weeks for May and June of that year, and then based on three (3) weeks for remainder of that vacation year being the months of July through April, the total entitlement would be two (2) weeks plus 10/12ths of the one (1) extra week."

Article 16.12 "Employees shall receive vacation pay to May 1st of any year on the basis of four percent (4%) of their previous year's earnings, after five (5) years of service, at six percent (6%) of their previous year's earnings, after ten (10) years of service, at eight percent (8%) and after fifteen (15) years of service, at ten percent (10%) of their previous year's earnings and will have the choice of an equivalent paid vacation. (*Forgoing provisions of Article 16.12 apply to Part-time Employees*).

The parties have agreed the above conditions are clear on with respect to vacation entitlement when an employee reaches five, ten and fifteen years of service. However calculation of vacation pay has been the subject of differences in interpretation which are resolved by this Letter of Understanding. Both parties agree that an employee's vacation pay accrual will increase to six percent (6%) after the completion of four (4) years of continuous service.

However if an employee completes four (4) years of service and fails to complete their fifth (5th) year, they would not be entitled to the increased vacation pay of two percent (2%). In this event, an adjustment would be made to the vacation pay in the employees termination pay and the Company is hereby authorized to deduct any overpayment of vacation pay.

The same conditions will govern vacation pay calculations prior to an employee reaching ten years and fifteen years of service.

The following table contains an example of the application of this Letter of Understanding to an employee hired on July 1, 1997.


Example based on an Employee hired July 1, 1997

	Years of completed service on May 1	Weeks of vacation entitlement	Vacation pay	Vacation entitlement can be taken
May 1, 1998	0 (+ 10 months)	2	4% of earnings from July 1, 1997 – April 30, 1998	May 1, 1998 – April 30, 1999
May 1, 1999	1 (+ 10 months)	2	4% of earnings from May 1, 1998 – April 30, 1999	May 1, 1999 – April 30, 2000
May 1, 2000	2 (+ 10 months)	2	4% of earnings from May 1, 1999 – April 30, 2000	May 1, 2000 – April 30, 2001
May 1, 2001	3 (+ 10 months)	2	4% of earnings from May 1, 2000 – April 30, 2001	May 1, 2001 – April 30, 2002
May 1, 2002	4 (+10 months)	2 + 10/12 of extra week after July 1, 2002 = 2 weeks + 4 days	4% of earnings from May 1 – June 30, 2001; 6% of earnings from July 1, 2001 – April 30, 2002	May 1, 2002 – April 30, 2003
May 1, 2003	5 (+ 10 months)	3	6% of earnings from May1, 2002 – April 30, 2003	May 1, 2003 – April 30, 2004

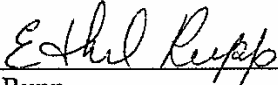
**Note: 10/12 (or any prorated vacation entitlement) in the years an employee attains 5, 10, 15 years of continuous service must always be rounded to the nearest day.

Signed at Chilliwack, B.C. this 20th day of March 2003.

For the Union



Leif Hansen

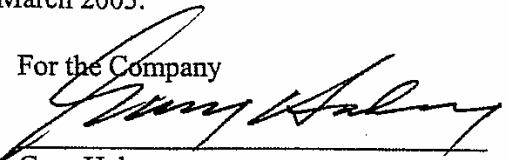


Ethel Rupp

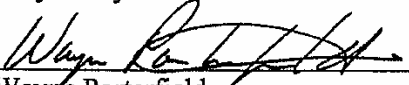


John Kuresh

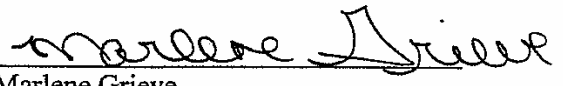
For the Company



Gary Haley



Wayne Porterfield



Marlene Grieve

LETTER OF UNDERSTANDING

Between

Vantage Foods Inc.
Chilliwack, B.C.
(hereinafter called the “Company”)

And

United Food & Commercial Workers Union
Local 247
(hereinafter called the “Union”)

The following Letter of Understanding shall form part of the collective agreement signed at Chilliwack, BC the 2nd day of April 1999

This Letter of Understanding is an addition to Appendix E pertaining to the Meat Cutting Apprenticeship Program. The intent of this Letter of Understanding is to clarify the process for calculating seniority while an employee is enrolled in the apprenticeship program as well as at the completion of his or her apprenticeship program.

During the apprenticeship, apprentices seniority, for the purpose of scheduling, will follow Point 6 in the appendix, “When working in designated meat cutting classification, the apprentice will start at the bottom of the part-time meat cutting list. When the apprentice is working in any other classification, the apprentice’s previous seniority will not have a negative effect on the hours of existing employees.” Seniority for vacation scheduling will be based on the date the apprentice began his or her apprenticeship and time off will be approved within the “cutters” category.

Upon completion of the apprenticeship program, seniority in determining eligibility for a full time meat cutters position will be based on the date an apprentice began his or her apprenticeship program. In the event that more than one apprentice began on the same day, positions will be awarded in alphabetical order using the first letter of an employee’s last name.

Once an apprentice has completed their apprenticeship program and has been awarded a full time posting, their seniority date for the purpose of vacation scheduling, will be set as the date they began their apprenticeship (again, secondary sort being alphabetical by first letter of last name).

These varying seniority dates will at no time affect either the vacation entitlement or accrual percentage of an employee. Vacation entitlement is based on the day an employee begins their employment at Vantage Foods – this date does not change during an employee’s employment with the company.

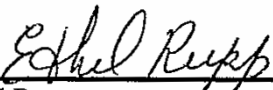
This Letter of Understanding over rides any provision made under Article 12.10, of the Collective Agreement, with regards to scheduling of vacation time for apprentice meat cutters as

well as meat cutters who have been awarded a full time meat cutters position as a result of completing an in-house apprenticeship.

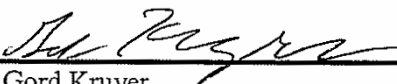
The parties have agreed to the above conditions with respect to seniority once an Apprentice completes their apprenticeship and is awarded a full time meat cutters position. This Letter of Understanding will take effect January 1, 2004 – any apprentices completing their program prior to 2004 will be “grandfathered” with their original full time labourer seniority date.

Signed at Chilliwack, BC this 24 day of March 2004.

For the Union

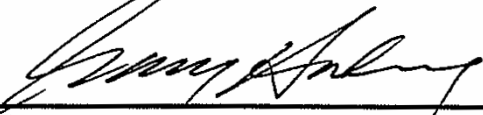


Ethel Rupp

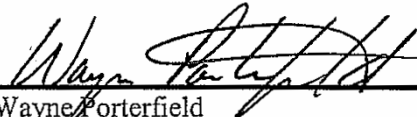


Gord Kruyer

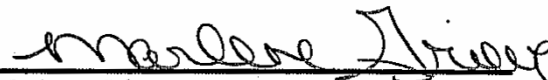
For the Company



Gary Haley



Wayne Porterfield



Marlene Grieve

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