

COLLECTIVE AGREEMENT

between

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



And

VERSACOLD GROUP, CORPAK CENTER

TERM OF AGREEMENT

APRIL 1, 2009 - MARCH 31, 2013

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COLLECTIVE AGREEMENT

BETWEEN: **VERSACOLD GROUP**, a body corporate, carrying on business in the Province of British Columbia, hereinafter referred to as the

"EMPLOYER"

AND: **UNITED FOOD & COMMERCIAL WORKERS' UNION, LOCAL 247**, chartered by the United Food & Commercial Workers' International Union, CLC, hereinafter referred to as the

"UNION"

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

NOW THEREFORE:

The Union and the Employer mutually agree as follows:

In this Agreement, except where specifically stated to the contrary, or where the context otherwise requires, words importing the masculine gender shall include the feminine gender.

The Parties agree that employees must be treated with dignity, respect and fairness appropriate in the circumstances.

SECTION 1 - BARGAINING AGENCY AND UNIT

The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees employed by him at 3231 No.6 Road, Richmond; except office staff and engineers.

SECTION 2 - UNION SECURITY

2.1 (a) It is agreed and understood that new employees will, as a condition of employment, sign an authorization to have deducted from their pay for each pay period in which they have worked more than sixteen (16) hours, a sum equal to one half (1/2) of the monthly dues of the Union. If any person seeking employment under the terms of this Agreement

refuses to accept this condition of employment, then such person shall not be hired. Present employees and new employees, upon becoming regular, will be required to provide dues check-off forms of this Union.

- 2.1 (b) Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month, and accompanied by a written statement of the names of the employees for whom the deductions were made, and the amount of each deduction.
- 2.1 (c) Union dues deducted during each year, shall be shown on each employee's T4 slip.
- 2.1 (d) The Employer agrees to retain in his employ within the bargaining unit as outlined in Section 1 of this Agreement only members of the Union in good standing. It is the responsibility of the employee to maintain membership in good standing as outlined in the International Constitution and the Local Union policy.

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

The Employer agrees that only employees included in the bargaining unit shall perform any of the work coming within the jurisdiction of the Agreement except in cases of emergency, training or unavailability of manpower.

2.2 Union Representative Access

An authorized Representative or Executive Officer of the Union shall be permitted, after notifying the Manager, to talk with an employee regarding Union matters during regular working hours. Said talk shall take place in a location provided by the Company. Time taken for such interview in excess of five (5) minutes shall not be on Company time.

SECTION 3 - SENIORITY - Non-Production

- 3 (a) Employees shall be considered as probationary until they have completed sixty (60) working days, within a six (6) month calendar period provided that management completes monthly progress evaluation reports and shares them with the Union and the employee. If management chooses not to complete monthly progress reports, then the probationary period is thirty (30) working days. During this period, employees shall acquire no seniority rights and may be laid off or terminated at the Employer's discretion, provided they are informed as to whether they are terminated or may be recalled. After said period of employment, the names of such employees, excluding Floater Employees, shall be placed on the seniority list in the order of the date of commencing employment.

Employees shall lose seniority rights and their names shall be removed from the seniority list in the case of resignation and dismissal for just cause.

- 3 (b) Commencing with the fifth (5th) month from their date of employment, employees on the seniority list shall be considered as regular employees for purposes of this Collective Agreement.

A seniority list shall be compiled and posted on the Bulletin Board, and a new seniority list will be posted prior to the fifth (5th) of each month, unless there have been no changes during the preceding month.

- 3 (c) Lay-offs and recall shall be based on seniority as determined by the Seniority List, with the least senior employee being laid-off first, and the most senior laid-off employee recalled first, provided the employee affected has the ability to competently perform the work involved.

Laid-off employees are required to be available for 'call in' to work when work is available during the work week and they are given notice no later than the day before the work. An employee who refuses such a 'call in' loses his/her recall rights for the remainder of that week and the next senior employee shall be offered the work available. Employees are required to ensure the Employer has their current address and telephone number.

When an employee refuses 'call in' three (3) times within six (6) months he/she shall revert to the bottom of the Call In List, until such time that the 'call in' is expected to be for a minimum of two (2) consecutive work weeks. An employee who is given at least one (1) week's prior notice of the two (2) work week 'call in' and refuses to work the 'call in' shall have his/her employment terminated.

Provided the regular non-production employee is available for work as described preceding, he/she will retain seniority during lay-off for six (6) months after one (1) year of employment and an additional month for each year of employment thereafter.

A laid-off employee on the Seniority List whose lay-off extends beyond six (6) months must notify the Employer in person, or in writing, at the end of the six (6) month period whether he/she is still available for work. Failure to do so will result in removal from the Seniority List and termination of employment; in such case the employee will be eligible for severance pay as provided for in the applicable provision of the Employment Standards Act.

An employee who is laid-off or fails to receive hours of work to which he/she is entitled according to the foregoing shall be compensated for the hours involved at his/her regular pay rate.

- 3 (d) In cases of promotions or demotions of employees, skill, ability and efficiency of the employees shall be given primary consideration and where such factors are equal, seniority shall be the governing factor.
- 3 (e) The Employer agrees to inform the Shop Steward or Union Representative of intention to lay-off, recall or promote employees when requested to do so.
- 3 (f) New jobs, or vacancies occurring in present jobs, will be posted on the Plant Bulletin Board. Applications shall be accepted for a period of five (5) working days from the date the notice is posted. "Regular" employees, on a seniority basis, will be given first consideration in filling such jobs or vacancies, provided, however, the employee affected has the ability to competently perform the work involved.

An employee who is assigned to a lower paid classification for the Employer's convenience while a less senior employee remains at a higher paid classification shall continue to receive his pre-transfer rate. This shall not apply where less senior employees have been promoted in accordance with Section 3(a)(e).

- 3 (g) It shall be the right of the Employer to engage, apart from seniority if necessary, an employee in any classification who shall qualify as a first-aid attendant in accordance with Workers' Compensation Board requirements, provided current employees are given reasonable opportunity to apply for the position of first-aid attendant.
- 3 (h) When so requested, the Employer shall notify the Shop Steward in writing as to the date of employment of each new employee.
- 3 (i) An employee will not be permitted to work in refrigerated areas unless there is another person working in such area on the same shift.
- 3 (j) Regular non-production employees shall be listed on the Non-Production Seniority List and shall be with full seniority rights from their date of hire as such. Such date shall also apply for purposes of those benefits based on continuous service.
- 3 (k) When the Employer intends to hire an employee for non-production work, subject to Section 3(b) – Floater Employee, it shall first give consideration to those employees engaged in production work, before hiring from outside the Employer. It is expressly understood that in giving such consideration, no weight need be given to the length of service of employees in production work.

SECTION 4 FLOATER EMPLOYEE

Notwithstanding the other provisions of this Agreement, the category of floater employee is established based on the following:

- 4 (a) Upon successful completion of the probationary period, his name will be entered onto a call-out list.
- 4 (b) He will not gain the status of a regular employee.

He will work to a maximum of eight (8) hours per day at straight-time.
- 4 (c) He will be given first consideration for regular employment when there is a need for same provided he has shown the skill and ability to perform the work, as determined by management.
- 4 (d) Laid-off regular employees on the seniority list will be called to available work prior to the call of a floater employee.
- 4 (e) No overtime will be offered to floater employees unless all regular employees have declined said work.
- 4 (f) He will only work within the hours of designated shifts; it is understood this does not guarantee him any hours of work per day or per week.
- 4 (g) The hourly Wage Rate is \$15.23, plus \$1.00 per hour in lieu of benefits provided in Section 11, Funeral Leave and Jury Duty Pay.
- 4 (h) The Employer will meet with two (2) employees designated by the Union as a committee to review the workload being performed by Floater Employees to consider whether or not there is a need for more regular employee positions. Such meeting to be held each two (2) months.

SECTION 5 - GENERAL

- 5 (a) Employees who, for good and sufficient cause, require a leave of absence, shall be granted same. Such leave of absence, if granted, shall be for a maximum period of one (1) year.
- 5 (b) Bereavement and Funeral Leave

In the event of death in the immediate family of an employee, the employee will be granted an appropriate leave of absence. In the case of death of the employee's spouse, child, father, mother, brother, or sister, the first five (5) working days of the employee's leave will be paid. In the case of death of the employee's mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, or any other not previously mentioned relative living in the employee's household, the first three (3) working days of the employee's leave will be paid.

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

In the case of an employee, other than a full-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks.

- 5 (c) The Employer agrees that in the event of a legal strike amongst the employees of a concern with which the Employer is doing business, it will not ask, require or in any way force or compel members of the Union to service such a strike bound firm by crossing any established legal picket line(s). Should a question regarding "hot goods" arise, it shall immediately be referred by the Union Representative to the Employer for joint discussion and consideration.

5 (d) Safety

The Joint Safety Committee will be continued and have at least two (2) employees selected by the employees in the bargaining unit and an equal number of Representatives appointed by the Employer. A Union Representative shall be entitled to attend meetings of the Committee as an observer. Meetings will be held during the first week of each month unless otherwise mutually agreed to by the parties and additionally when necessary.

5 (e) Jury Duty Pay

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

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

SECTION 6 - HOURS OF WORK AND OVERTIME, ETC.

NON-PRODUCTION

- 6 (a) The work week starts Sunday at 12:00 a.m., or the beginning of the shift closest thereto, and finishes Saturday at 11:59 p.m., or the end of the shift closest thereto.
- 6 (b) Compressed Work Week schedules may be implemented based on the following as determined by the Employer:
- 1) Four (4) shifts of ten (10) hours at straight-time:
- Monday through Thursday

- Tuesday through Friday
- Wednesday through Saturday

Three (3) shifts of nine (9) hours at straight-time and a Sunday of nine (9) hours at time and one-half (1.5). Employees will not be required to work both Saturday and Sunday as consecutive days, although employees may volunteer to do so.

- 2) Each such shift will have a total of sixty (60) minutes in breaks, including lunch, thirty (30) minutes of which is paid. The arrangement of breaks/lunch will be as mutually agreed, any changes to established practices will be mutually agreed to and a notice posted prior to the change taking effect.
- 3) Shift Schedules will be posted; regular employees will be selected based on their seniority and skill and ability to perform the work. Once posted, an employee must remain on the shift for a minimum of thirty (30) days and must give the Employer a minimum of fourteen (14) days written notice to resign the posting. The notice period may be included in the thirty (30) day minimum period.
- 4) In the event there are insufficient volunteers to work these schedules, all employees shall be rotated amongst them on a fair and equitable basis.

6 (c) Overtime shall be distributed as follows:

All daily overtime shall be offered to individual employees on shift on a seniority basis. In the case of Statutory Holidays or designated overtime days, overtime will be offered to all employees on a seniority basis. If sufficient employees to perform the work do not volunteer, overtime may be assigned to the least senior employee qualified to perform the work.

The Company agrees to act in a fair and reasonable manner when assigning overtime.

6 (d) The first two (2) hours of overtime worked in addition to the employee's eight (8) hour shift shall be paid at rate and one-half. Double time (2x) shall be paid in the following instances:

- 1) For all time worked in excess of ten (10) hours Monday to Friday inclusive.
- 2) For all time worked on Saturday, except midnight to one a.m. when such is the balance of Friday shift.
- 3) For all hours worked on Sunday.
- 4) For all hours worked in excess of two (2) hours prior to or following any shift that commences or is completed other than shift times shown later in this Section. Said two (2) hours shall be paid at rate and one-half.

- 5) For all hours of a Statutory Holiday hereinafter defined (in addition to normal pay for Statutory Holidays at straight time where so entitled).

6 (e) Accumulated Paid Time Off (ATO)

- 1) The fifteen (15) most senior non-production employees as of July 25, 1995 shall accumulate paid time off on the basis of four (4) hours for each work week for which full compensation was received. This would include paid sick leave but would not include weekly indemnity, Workers' Compensation, leaves of absence without pay and vacation.

Full compensation means a minimum of thirty-six (36) hours.

- 2) New employees hired after March 31, 1995 are not eligible to receive accumulated time-off.
- 3) It is understood that four (4) hours' accumulation per week represents a maximum of one hundred and sixty (160) working hours off with pay per year.
- 4) Commencing each October 31st, employees eligible for ATO will be allowed to schedule, on a seniority basis, their earned ATO as at the previous May 31st, this ATO to be taken by the subsequent May 31st. Any such outstanding, unscheduled ATO as at December 31st will be scheduled by the Employer. ATO time off shall be scheduled in blocks of one (1) complete work week as per the employee's work schedule.
- 5) Each month, the Employer shall provide the employee with a statement showing the ATO hours and amount accumulated since the previous statement, the hours and amount paid since the previous statement and the balance remaining unpaid at the statement date.
- 6) Upon termination or retirement, an employee shall be paid in cash for all accumulated hours to which he is entitled at the time of termination or retirement.
- 7) **Non-Production**
Employees who are not eligible for Accumulated Paid Time Off (ATO) shall have the option of banking their overtime worked. No more than forty (40) hours of banked overtime can be accumulated at any one time. Banked overtime hours may be taken at mutually agreeable time prior to December 31 of each year. There shall be no carry over of unused banked hours from year to year and unused banked time will be paid out by December 31 each year. At any time, an employee may submit a request for payout of their banked time.

- 6 (f) Approximately midway through each four (4) hour shift, or shift over two and one-half (2½) hours but less than four (4), employees shall be given a fifteen (15) minute rest period.

6 (g) Any employee who is called from home to work at any time outside his normal working hours, including Saturday and Sunday, shall be paid at the rate of time and one-half for the first two (2) hours and double time (2x) thereafter, unless double-time is paid in accordance with the overtime provisions. In such case the employee can go home when the emergency work is completed, but will receive not less than two (2) hours' pay at time and one-half (1.5x).

6 (h) Rest Periods, Meal Periods and Supper Money During Overtime

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

An employee working two (2) or more hours overtime shall be given the fifteen (15) minute rest break with pay and shall be paid ten dollars (\$10.00) supper money or supplied a meal of the same value.

An employee working two (2) or more hours in addition to his posted overtime shift shall be paid ten dollars (\$10.00) supper money.

Supper money will be paid on the employee's regular pay cheque.

6 (i) With the exception of meal and rest periods, shifts shall consist of consecutive hours, lunch period shall be one-half (1/2) hour unless changed by mutual agreement between the parties.

Employees required to work overtime will be notified where possible to that effect at least three (3) hours prior to completion of regular schedules.

6 (j) Shifts shall be designated as follows:

<u>8 Hour Shifts</u>	7:00 a.m. - 3:30 p.m. 3:30p.m. - 12:00 midnight 11:00p.m. - 7:30 a.m.
<u>9 Hour Shifts</u>	6:00a.m. - 3:30p.m. 2:30p.m. - 12:00 midnight
<u>10 Hour Shifts</u>	6:00 a.m. - 4:30p.m. 1:30p.m. - 12:00 midnight

It is understood the start/stop times of these shifts may be varied by one (1) hour either side of the listed times and in such case notice of change will be posted a minimum of five (5) days prior to its implementation.

Changes to starting and stopping times, other than those as provided for in this provision, shall be made by mutual agreement between the Union and the Employer.

- 6 (k) An additional one dollar (\$1.00) per hour shift premium for non-production work will be paid for hours worked on afternoon or night shifts.
- 6 (l) Employees assigned to a specific work schedule will not normally be changed between schedules during the work week. However, if a change is required, the employee will be paid at overtime rate for the first shift on the new schedule. It is understood this provision does not apply to employees who are not assigned to a specific schedule and are required to work on different schedules based on extraordinary workload and/or absentee replacement.
- 6 (m) Except where work is suspended for reasons completely beyond the control of the Employer, employees requested to report for work and upon reporting find there is no work, or, if request is cancelled less than twelve (12) hours prior to reporting time, shall receive four (4) hours' pay at their regular rate of pay.
- 6 (n) The day and afternoon and graveyard shifts shall include a designated thirty (30) minute lunch period and the employees shall receive eight (8) hours' pay for such shift.

SECTION 7 - STATUTORY HOLIDAYS

- 7 (a) The following statutory holidays shall be recognized:

New Years' Day	British Columbia Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
Canada Day	One day during Festive Season (Christmas-New Years)	

and all other public holidays proclaimed by the Federal or Provincial Governments.

- 7 (b) Regular employees shall receive eight (8) hours' pay at straight time rates plus shift premium if receiving same during a week in which a holiday occurs (in addition to wages paid if the employee works), for each of these holidays, provided that the employee has worked fifteen (15) shifts in the thirty (30) days immediately preceding a Statutory Holiday. Employees who work less than the said fifteen (15) shifts shall be paid an amount equal to the amount they earned in the thirty (30) days immediately preceding the Holiday divided by fifteen (15).
- 7 (c) Non-regular employees shall receive eight (8) hours' pay at straight time rates (in addition to wages paid if the employee works), provided:
 - 1) The employee's name appears on the Seniority List.

- 2) The employee is employed and works every regular work day upon which work was available to him during the fourteen (14) calendar days prior to the Statutory Holiday.
- 7 (d) When a holiday under this Section falls on a Saturday or Sunday, it will normally be observed on the previous Friday or following Monday respectively unless otherwise agreed between the parties. Premiums and conditions described as pertaining to such holidays shall only be applicable on the designated observed day.
- 7 (e) Employees working a compressed Work Week schedule, and who would otherwise qualify for the paid Statutory Holiday, will receive a regularly scheduled day off with pay in recognition of the Statutory Holiday or another mutually agreed upon day.

SECTION 8 - EQUIPMENT AND FACILITIES

- 8 (a) Mitts of adequate quality shall be supplied to employees who, because of the nature of their work, require them. Reasonable boots, boot liners, freezer coats, vests and pants of suitable quality will also be provided; such items will be provided at one-quarter (1/4) cost to regular employees; the same cost sharing will apply to replacements of these items provided they are presented worn or damaged beyond repair.

Non-regular Employees who have purchased such items will be reimbursed for three-quarters (3/4) the cost of same upon becoming Regular Employees.

- 8 (b) The Employer agrees to provide regular employees with three (3) pairs of coveralls (or smocks) with their name on them and pay for laundering.
- 8 (c) Adequate dressing rooms with lockers and sufficient sanitary facilities shall be provided by the Employer and shall be maintained in a sanitary condition. Employees shall cooperate in maintaining the cleanliness of these facilities. Proper and adequate lunchroom facilities for normal operating conditions shall be provided for all employees.
- 8 (d) A bulletin board shall be placed in a conspicuous place for the posting of Union notices.
- 8 (e) An adequate first-aid room will be maintained and used solely for such purpose unless the Employer and the Union mutually agree on other limited uses.
- 8 (f) When cold storage employees are required to load railway cars or trucks or to do other work outside of cold storage, employees who have been so occupied shall be allowed an adequate period to cool off before being required to re-enter low temperature rooms. In determining the length of the cooling off period, it is agreed employees should not go into low temperature when they are still damp with perspiration nor should they be required to enter cold storage if their clothes are wet.

Facilities shall be provided for the drying of work clothes.

SECTION 9 - VACATION PAY

9 (a) Any regular full-time employee shall receive the following paid vacations.

1) Vacation Period	Service
2 weeks	after 1 year's service
3 weeks	after 2 years' service
4 weeks	after 8 years' service
5 weeks	after 13 years' service
6 weeks	after 18 years' service

A “Year of Service” for the purpose of paid vacation shall mean seventeen hundred (1,700) hours of actual work in the previous calendar year. All time absent on paid vacation, paid statutory holidays, ATO, and any overtime hours worked shall be considered as hours of actual work.

Maternity/Parental leave shall be counted for determining a “Year of Service” as well as leaves of absence for Union Business.

- 2) First Calendar Year - employees will accrue vacation pay based on four percent (4%) of total earnings. Effective January 1st following the employee's hire date, the employee will be eligible for two (2) weeks vacation time off if hired prior to the preceding July 1st, or one (1) week vacation time off if hired on or after the preceding July 1st. The four percent (4%) vacation pay accrued on earnings from the employee's hire date to and including December 31st of the first calendar year will be paid at the time of taking said vacation; at the employee's option he may chose to be paid the vacation pay and not take the time off.

First Complete Calendar Year – employees will accrue vacation pay based on four percent (4%) of total earnings; these monies to be used to fund their vacation in the next calendar year.

Subsequent calendar years - an employee's eligibility for vacation pay and time off will be based on complete calendar years of service, as measured from the January 1st first following the employee's date of hire.

- 3) When an employee reaches a hire date anniversary that qualifies him for an additional week of annual vacation (after Years 2, 8, 13 and 18) he will commence taking that additional week effective the January 1st of the year in which he will earn it. This is based on the understanding that should the employee have taken this additional week and then his employment terminate prior to the anniversary of his hire date, the employee will reimburse the Employer the value of said week.

- 4) Commencing in the employee's second complete calendar year of employment, the calculation of the employee's vacation pay based on the percentage of earnings method will be based on the employee's earnings in the prior calendar year. At the time of taking a week's vacation, the employee will be paid the greater of two percent (2%) of his prior calendar year's total earnings, or forty (40) hours at his current pay rate.

A maximum of twenty percent (20%) of the employees actively available for work will be allowed off at any particular time; eligibility will be determined by seniority provided the effective operation of the facility is maintained. Those employees off work on ATO shall be included in the calculation of the twenty percent (20%).

The Company will round up or down when calculating the twenty percent (20%) of employee as follows:

20% of 23 employees = 4.6, therefore 5 allowed off on vacation,
20% of 22 employees = 4.4, therefore 4 allowed off on vacation

Anything .5 or greater is rounded up, anything .4 or less rounded down.

- 9 (b) Employees are eligible to take a maximum of three (3) consecutive weeks of vacation at any one time.
- 9 (c) Schedules of Vacation will be completed at the same time each year. Vacations will be scheduled first and given preference over ATO days off. The approved vacation schedule will be posted by March 15th.
- 9 (d) Any unscheduled vacation as at March 1st each year will be scheduled by the Employer.
- 9 (e) A week of Vacation for an employee working a Compressed Work Week schedule is a normal work week on that employee's schedule.

SECTION 10 - NOTICE REQUIRED, OR PAY REQUIRED IN LIEU OF NOTICE IN CASES OF DISMISSALS.

The Employer further agrees that in the event of the Employer desiring to dismiss an employee hereunder who has been in the employ of the Employer for over one (1) year, that such employee shall be given two (2) weeks' notice, or shall be paid two (2) weeks' wages in lieu thereof, and further that any other employee other than a part-time employee shall be entitled to one (1) week's notice, or one (1) week's wages in lieu thereof: **PROVIDED HOWEVER** that the Employer shall not be deemed obligated to give any notice whatsoever, or to give any pay in lieu thereof to any employee who is guilty of rank insubordination, dishonesty, drunkenness, or obvious disloyalty.

SECTION 11 - UNION'S RECOGNITION OF MANAGEMENT'S RIGHTS

- 11 (a) The Union agrees that the Management of the Employer, including the right to plan and direct and control plant operation, the direction of the working force, and those matters requiring judgment as to competency of employees, and subject to the grievance procedure, the discharge of employees, are the sole right and function of the Employer.

The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management and not specifically set forth. The Employer therefore retains all rights not otherwise specifically covered in this Agreement.

The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

- 11 (b) In the event of an employee alleging unfair dismissal, such dismissal shall be considered a grievance, and be submitted to the grievance procedure. If the decision is to reinstate the employee, he or she shall receive full pay for all work lost following dismissal and prior to reinstatement.
- 11 (c) No employee shall be discharged or discriminated against for any lawful Union activity, or for serving on a Union Committee, or for reporting to the Union the violation of any provision of this Agreement.

SECTION 12 - GROUP INSURANCE, WEEKLY INDEMNITY, SICK LEAVE, ETC.

The following coverages shall be provided for eligible regular employees:

- 12 (a) The Employer shall pay one hundred percent (100%) of the premiums of the Group Life Insurance, Medical Services Plan coverage and Extended Health Benefits in effect for all regular employees.
- 12 (b) Weekly Indemnity

The Employer shall provide a weekly indemnity plan, one hundred percent (100%) paid by the Employer. It is understood the Plan will make coverage available on the first (1st) day after an accident or on the fourth (4th) day after sickness under the same exclusions and conditions concerning Workers' Compensation, etc. outlined under the Employer's Weekly Indemnity Insurance Plan in effect.

Coverage will provide for sixty-six and two-thirds percent (66-2/3%) of a regular employee's straight-time weekly earnings with no maximum.

Coverage period is not to exceed twenty-six (26) weeks.

Employees will be responsible for the costs of medical reports to a maximum of two (2) for each Weekly Indemnity claim. Should more than two (2) medical reports be required, all additional costs will be the responsibility of the Employer

- 12 (c) If an employee has not received a payment for Weekly Indemnity or Workers' Compensation within three (3) weeks from the commencement of the insured period, the Employer will advance funds to cover such payments provided the claim is medically valid and that the corresponding insured payments are made assignable to the Employer.
- 12 (d) Any case of compensable accident and for which compensation is not paid, but which results in the employee being unable to complete his shift, the employee shall receive pay for the balance of that shift without reduction of his accumulated sick leave.
- 12 (e) i) Regular employees hired prior to February 20, 2006 and who are not covered by the Long-Term Disability Plan shall accumulate sick leave with pay on the basis of six (6) days for each twelve (12) month period, based on the anniversary date of his/her employment, provided that said regular employees with eight (8) or more years' service as a regular employee shall accumulate nine (9) days' sick leave per year. In each case, any entitlement in excess of the maximum accumulation of fifty (50) days will be paid out once per year on the payday before Christmas. Such annual pay-out shall be based on the weighted average of the rates at which sick leave was earned during that year.
- ii) For a regular employee(s) hired after February 20, 2006 and a regular employee(s) as at that date who subsequently joins the Long-Term Disability Plan the following shall apply in place of "i)" foregoing:

Upon completion of six (6) months' service as a regular employee, the regular employee shall accumulate sick leave with pay on the basis of three (3) days for each twelve (12) month period, based on the anniversary date of his/her employment, provided that regular employees with eight (8) or more years' service as a regular employee shall accumulate five (5) days' sick leave per year. In each case, any entitlement in excess of the maximum accumulation of fifty (50) days will be paid out once per year on the payday before Christmas. Such annual pay-out shall be based on the weighted average of the rates at which sick leave was earned during that year.

The following shall apply in both i) and ii) foregoing:

All regular employees on the non-production seniority list shall accumulate and be credited sick leave in accordance with the preceding paragraph regardless of hours or days worked.

The Employer shall apply any accumulated sick leave to absences due to sickness or non-compensable accident not covered by Weekly Indemnity benefits (or similar benefits) but not to exceed the employee's normal earnings. Such sick leave shall be paid at the rate of pay which the employee would have earned had he/she been working.

The accrual of a day of paid sick leave for said employees working on a Compressed Work Week schedule is eight (8) hours of paid sick leave.

Employees who terminate or are terminated shall receive equivalent pay for any sick leave accumulation they have at date of termination.

The Employer shall show on each employee's pay cheque the unused sick pay accumulated to the end of that pay period.

12 (f) Dental Plan

The Employer shall contribute on each straight time hour worked by each employee in the bargaining unit for the purpose of providing a prepaid Dental Care Plan for regular and non-regular employees who may be eligible on the basis of a minimum number of hours worked as determined by the Dental Care Plan.

It is further understood that the contribution by the Employer will be increased by the amount necessary to maintain present benefits.

For purposes of calculating contributions to the Dental Plan only, it is understood and agreed that straight time hours worked shall only include paid annual vacations, paid statutory holidays and straight time hours actually worked.

12 (g) Registered Retirement Savings Plan

The Employer agrees to establish a group Registered Retirement Savings Plan. The Employer will contribute an amount equal to five percent (5%) of straight-time earnings of regular employees.

Plan members may voluntarily contribute a percentage of their straight-time earnings, provided that when combined with the Employer's contributions the total contributions do not exceed the established legal maximum.

For these purposes straight-time earnings shall include paid Vacation, paid Statutory Holidays and Accumulated Days Off and paid sick days.

12 (h) Long-term Disability Plan

Effective March 1, 2006 a Long-Term Disability Plan shall be established based on the following:

The Employer shall provide a Long-Term Disability Plan (LTD) as generally outlined following for eligible regular employees who become totally disabled. One of the eligibility requirements shall be that the regular employee is hired following February 20, 2006; in addition, each regular employee at that date shall have a one-time opportunity to apply for LTD coverage by completing the application form prior to April 1, 2006. Said regular employee(s) who declines the foregoing 'one-time opportunity' shall complete the Waiver Form provided by the Company.

Notwithstanding all other provisions it is understood the plan's specific eligibility requirements and conditions shall prevail and any eligibility for and/or entitlement to benefits will be governed by the terms of the plan. The plan is outlined as follows:

The Employer shall pay the premium.

Benefit Level – sixty-six and two-thirds percent (66 2/3%) of the employee's regular straight-time earnings to a maximum monthly benefit of three thousand dollars (\$3,000.00).

Benefit Period – commences after completion of the Elimination Period of twenty-six (26) consecutive weeks of total disability; potentially continuing until age 65.

Definition of Total Disability – first twenty-four (24) months 'own occupation'; thereafter 'any occupation'.

12 (i) Eye Glass Coverage

Eye glass coverage (including contact lenses) shall be instituted to provide eligible employees and their listed dependents a maximum coverage of: three hundred dollars (\$300.00) each over two (2) years with no deductible. The Employer will pay one hundred percent (100%) of the premiums for such coverage.

Eye exams, once per eighteen (18) months for dependants under the age of 18 and once per twenty four (24) consecutive months for persons age 18 and over. Laser eye surgery, five hundred dollars (\$500.00) lifetime maximum.

12 (j) Group Life Term Insurance and Accidental Death and Dismemberment

The Principal Sum shall be 2X annual earnings.

12 (k) Hearing Aid Coverage

Hearing aid coverage shall be instituted to provide eligible employees and their listed

dependents a maximum coverage of five hundred dollars (\$500.00) each over four (4) years with no deductible. The Employer shall pay one hundred percent (100%) of the premiums for such coverage.

12 (l) Health and Welfare Benefit Maintenance During Lay-off

Regular non-production employees coverages as provided in (a) foregoing will continue during lay-off as follows:

1. For the first three (3) months following the date of lay-off – the Employer will pay the premium amounts.
2. For the next three (3) months following 1. foregoing – the employee will pre-pay the premium amounts should the employee desire to continue the coverages.

To again become eligible for the foregoing lay-off coverages, the employee must subsequently work a minimum of eighty (80) hours within an “accounting month”.

12 (m) Physical Examination

Where the Employer requires the employee to undergo a physical examination, the doctor’s fee shall be paid by the Employer.

Where the Employer requires an employee to have a Modified Work Form completed regarding his Workers’ Compensation Board claim, the Employer will reimburse the employee his incurred Doctor’s expense for completing the form, upon submission of the employee’s receipt for paying same.

Fee’s submitted must be reasonable and in the general cost guideline.

SECTION 13 - GRIEVANCE PROCEDURE

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

Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union Representative or Representatives and the Employer Representative or Representatives shall meet and in good faith shall earnestly endeavour to settle the grievance submitted. If a satisfactory settlement cannot be reached, or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration. Such Board to be established in the manner provided in Section 13 of this Agreement.

Grievances of a minor or of an emergency nature can be submitted by the Shop Steward, or Union Representative to the designated Representative of the Employer prior to processing in the manner outlined in this Section.

At the request of the employee, an available Shop Steward shall be present as a witness during the application of discipline. In the event there is no available Shop Steward on shift, another bargaining unit employee may be selected by the employee.

The employee and a Shop Steward shall be given a copy of any discipline issued.

SECTION 14 - BOARD OF ARBITRATION

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

- 14 (a) Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Employer and the Union shall each select a Representative to serve on the Board of Arbitration. The Representative of the Employer and the Representative of the Union shall, within five (5) days (excluding Sundays and holidays) after they have both been selected, choose an additional member to act as Chairman. In the event of failure of the nominees of the Union and the Employer to agree upon a Chairman within the five (5) day period specified, the Minister of Labour for British Columbia shall be immediately requested to name a third member who shall act as Chairman of the Board of Arbitration.
- 14 (b) Within five (5) days of the appointment of the impartial Chairman, the Board of Arbitration shall sit to consider the matter in dispute, and shall render a decision within fourteen (14) days after its first session. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.
- 14 (c) No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitration Board shall be in writing and shall clearly specify the nature of the issue.
- 14 (d) In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the power to change, modify, or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the impartial Chairman shall be borne equally by the Employer and the Union unless otherwise provided by law.
- 14 (e) The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties. A decision of a majority of the Board of Arbitration shall be deemed to be a decision of the Board.

SECTION 15 - EMPLOYMENT STANDARDS ACT

It is agreed that the terms of the Employment Standards Act will apply with respect to those 'PARTS' which are not referred to in the Collective Agreement.

**SECTION 16 - WAGE RATES AND RELATED MATTERS SHALL BE AS OUTLINED
IN THE ATTACHED SCHEDULE "A"**

SECTION 17 - PRODUCTION EMPLOYEES AND/OR PRODUCTION WORK

The sole provisions relating to production employees and/or production work are contained in Schedule "B" to this Agreement.

SECTION 18 - EXPIRATION AND RENEWAL

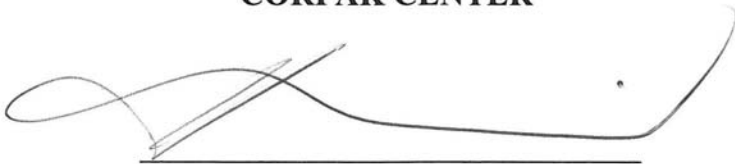
Except as otherwise provided herein, this Agreement shall be effective for four (4) years from the 1st day of April 2009 to and including the **31st day of March 2013**, and thereafter from year to year unless the notice hereinafter mentioned is given. If such notice is given, the provisions contained in this Agreement shall not be altered or changed until a new Collective Agreement is reached or a legal strike or lockout notice is given by one party to the other.

Subject to the foregoing, either party may, within four (4) months prior to **March 31, 2009**, or any subsequent anniversary thereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

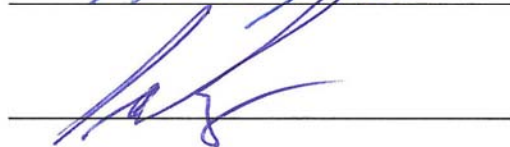
The Employer and the Union mutually agree to exclude the operation of Section 50 (2) and (3) of the Labour Code of British Columbia, and the same shall not be applicable to this Agreement.

SIGNED THIS 7 DAY OF AUGUST, 2009

**FOR: VERSACOLD GROUP
CORPAK CENTER**



**FOR: UNITED FOOD AND
COMMERCIAL WORKERS'
LOCAL 247**



SCHEDULE “A” WAGE RATES

NON-PRODUCTION EMPLOYEES – GROUP 1

- (a) The following senior regular non-production employees shall be entitled to be paid the Warehouseman pay rate of \$21.54 per hour

1.	Croft, Verne	02 Nov 1964
2.	Rohachuk, Dave	01 Dec 1972
3.	Fraser, Ian	01 Aug 1979
4.	Dennis, Dave	08 Aug 1978
5.	Johnson, Harold	09 Aug 1982
6.	Palma, Mike	04 Aug 1989
7.	Niven, Kerry	09 Mar 1992
8.	Bayne, Rob	23 Nov 1994
9.	Short, Mark	05 Mar 1995
10.	Davies, Tim	23 July 1996
11.	Smith, Dave	05 May 1997
12.	Eutenier, Rob	05 May 1997
13.	Janczukowski, Marc	05 May 1997
14.	Murray, Randy	05 May 1997
15.	Garibay, Martin	22 May 2001

- (b) The Warehouseman hourly pay rate for Non-Production Employees – Group 1 will increase as follows:

Effective April 1, 2009 - a forty-two cents (\$0.42) per hour increase to total \$23.39

Effective April 1, 2010 - a forty-two cents (\$0.42) per hour increase to total \$23.81

Effective April 1, 2011 - a forty-five cents (\$0.45) per hour increase to total \$24.26

Effective April 1, 2012 – a forty-five cents (\$0.45) per hour increase to total \$24.71

NON-PRODUCTION EMPLOYEES – GROUP 2

- (a) The hourly pay rates of those Non-Production employees who were hired after March 31, 1995 and are not amongst the fifteen (15) most senior regular non-production employees shall be:

	April 1/2009	April 1/2010	April 1/2011	April 1/2012
0 – 2,000 hours	\$18.05	\$18.41	\$18.78	\$19.16
2,001 – 4,000 hours	\$19.16	\$19.54	\$19.93	\$20.33
4,001 hours and over	\$20.27	\$20.68	\$21.09	\$21.51

These pay rates will apply to all jobs performed by such employees.

First Aid attendant compensation to be increased to seventy-five dollars (\$75.00) per month for such duties.

All 2009 increases retroactive to date of expiration. Group 2 employees employed at date of ratification to receive a signing bonus of two hundred dollars (\$200.00).

- (b) When a Group 1 Non-Production Employee(s) is absent for a period of more than three (3) consecutive months, the senior Group 2 Employee(s) will be promoted at that time to replace the absent employee(s) for the duration of the absence and be paid the applicable Group 1 rate of pay. Time spent on vacation or ATP shall not count for the purpose of establishing the three (3) month timeline.
- (c) Premium for Chargehands - Group 1 and 2 shall be paid one dollar and seventy cents (\$1.70) per hour.
- (d) On any shift where there are two (2) or more employees, a Foreman or Chargehand will be designated.
- (e) Any employee being assigned duties of first aid attendant shall receive not less than seventy-five dollars (\$75.00) additional compensation per month for such duties. The ticket level will be as determined by the Workers' Compensation Board Regulations and the Employer may limit the number of First Aid Attendants. The Employer will reimburse the course cost to pre-approved employees who complete and pass the course.
- (f) One dollar (\$1.00) freezer differential will be paid only for actual continuous hours worked in the sub-zero (Fahrenheit) temperatures of the principal common cold storage areas of the plant. Freezer differential will not be paid for hours worked loading or unloading railcars or in areas other than mentioned above with the following exceptions:
 1. Lift Truck drivers who continuously enter and leave sub-zero temperatures during an eight (8) hour shift period for purposes of delivering and storing product, will receive freezer differential for all hours actually worked on that shift.
 2. Lift Truck drivers who continuously enter and leave sub-zero temperatures as outlined in sub-paragraph one (1) for a period of twenty (20) hours in a particular week will receive freezer differential for all hours actually worked in that week.

3. An employee who is requested to enter and leave sub-zero temperatures several times for only one (1) hour of a shift will similarly receive freezer differential for that particular hour.

SCHEDULE “B” PRODUCTION EMPLOYEES AND/OR PRODUCTION WORK

The following shall be the full terms and conditions of employment for Production Employees and/or Production Work:

Definition:

Employees conducting production work shall be classified as production employees for these purposes. Production work involves processing or packaging of all fresh or frozen fruit, vegetables, and fish products on the premises. This includes bulk handling of cranberries and making up tote boxes for storage of cranberries. Boxing and bagging of previously frozen product shall be considered as part of the production operation.

- (a) Production Wage Rates (excluding fish) are as follows:

<u>Hours Worked</u>	<u>Wage Rate Per Hour</u>
0 - 500	\$9.50
501-700	11.50
701 - 1000	11.75
1001-2000	12.00
2001 - 3000	12.25
3001-4000	12.75
4001-5000	13.00
5001 - 6000	13.25
6001+	13.50

- (b) Freezer Premium

Freezer premium for production workers equal thirty cents (\$0.30) per hour and will be paid only for hours actually worked.

- (c) Employees working on the I.Q.F. belt may choose by seniority to work (in units of four (4) hours) at either the front end or the back end of the belt. Employees who work at the back end of the belt shall receive the thirty cents (\$0.30) freezer premium for each hour worked.

- (d) Leadhand

On each shift where six (6) or more employees are working on the packing line, a production lead hand will be appointed. The lead hand will receive an additional fifty cents (\$0.50) for each hour worked, and if such employee is entering and leaving cold

storage throughout the shift, he/she shall receive a four (4) hour production freezer premium for that shift (or pro-rated on the basis of 1/2 times the hours entering or leaving cold storage).

(e) Probationary Period

Employees shall be considered as probationary until they have completed sixty (60) working days within a six (6) month calendar period. During this period, employees shall acquire no seniority rights and may be laid off or terminated at the Employer's discretion, provided they are informed as to whether they are terminated or may be recalled. After said period of employment, the names of such employees shall be placed on the production seniority list in the order of the date of commencing employment. Employees shall lose seniority rights and their names shall be removed from the production seniority list in the case of resignation and/or dismissal for just cause, or after being laid-off for a maximum of six (6) months. Production employees will not gain the status of a regular employee.

(f) Seniority List

A production seniority list shall be compiled and posted on the Bulletin Board and a new production seniority list will be posted prior to the fifth (5th) of each month, unless there have been no changes during the preceding month.

(g) Lay-Off and Recall

Lay-offs and rehiring shall be based on seniority as determined by the production seniority list with the least senior employee being laid off first, and the most senior laid off employee recalled first, provided the employee affected has the ability to competently perform the work involved.

The Employer shall notify the Union if they cannot contact an employee with seniority, and shall provide the Union with the last known address and telephone number of such employee in order to ensure that every endeavour has been made to call the employee to work.

If the Union is unable to contact the employee within five (5) working days or if the employee is contacted and refuses the employment without good or sufficient reason, the employee will be dropped from the production seniority list. If an employee when contacted, for good and sufficient reason is not immediately available to commence work, the next employee on the list can be hired temporarily, and if the contacted employee cannot report for work until three (3) or more working days later, he shall exchange his seniority with the next employee on the list until he is recalled, at which time he shall resume his original seniority status.

A laid off employee on the production seniority list, whose lay-off extends beyond six (6) months, must notify the Employer in person or in writing at the end of the six (6) month

period whether he or she is still available for work. Failure to do so will result in removal from the production seniority list. Laid off employees should report any change of address to the Employer at the earliest possible time.

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

Where an employee is laid off and the lay-off exceeds a temporary lay-off as defined under the Employment Standards Act, and if at any time thereafter an employee requests and is paid severance pay as set out in the Act, then the payment of the severance pay shall constitute a termination of employment under the Collective Agreement.

(h) Employees performing production work including fish processing will be paid straight-time, overtime and premium rates as follows:

1) Straight time eight (8) hours per day and forty (40) hours per week Monday to Sunday. All shifts shall be assigned by seniority and employees shall have preference for Monday through Friday shifts by seniority.

Overtime and/or premium rate shall be paid solely when the employee's regular daily or weekly hours are exceeded and that the rate shall be rate and one-half except for hours worked in excess of eleven (11) in a day or forty-eight (48) in a week, excluding those in excess of the regular daily shift. Hours in excess of eleven (11) in a day or forty-eight (48) in a week, excluding those in excess of the regular daily shift shall be paid at double-time rate. Work on Saturday shall be paid for at straight-time rate except that hours in excess of the employee's regularly daily or weekly shift hours shall be paid at the appropriate overtime rate. Work by non-production employees on Sunday shall be paid at rate and one-half, except hours in excess of the employee's regular daily or weekly shift hours which shall be paid at double-time rate. For these purposes a Statutory Holiday shall be considered a shift worked.

2) Call-out for work outside of the employee's regular shift hours shall be at the rate of time and one-half unless double-time is paid in accordance with the overtime provision; except that production workers will not be paid overtime within an eight (8) hour day if the employee has been assigned an early or late starting time as provided for in Section 5(j) of the Collective Agreement.

(i) Fish work will be paid at an hourly rate of \$14.00.

(j) Shift premium for Production work for work on shifts other than day shift will be at the rate of thirty cents (\$0.30) per hour.

**LETTER OF INTENT
RE: LAY-OFF NOTICE FOR NON-PRODUCTION EMPLOYEES**

The Employer recognizes the advantage to employees in obtaining written notice of lay-off with respect to qualifying for E.I. benefits. To this end, the Employer will attempt, subject to his estimation of his labour requirements, to give as much notice as possible to employees where lay-offs appear to be imminent.

Every effort will be made to give at least seven (7) days' notice with the clear understanding that such notice may be extended or reduced at any time without penalty.

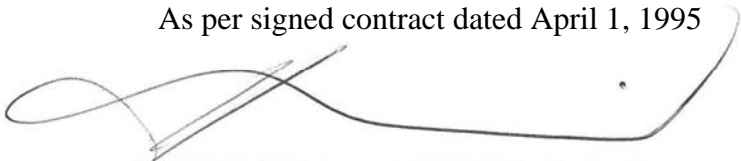
Dated this 7th Day of **August**, 2009


**FOR: VERSACOLD GROUP
CORPAK CENTER**

**FOR: UNITED FOOD AND
COMMERCIAL WORKERS'
UNION, Local 2000**

As per signed contract dated April 1, 1995


As per signed contract dated April 1, 1995














LETTER OF UNDERSTANDING

Between: VERSACOLD GROUP, Corpak Center

And: UNITED FOOD AND COMMERCIAL WORKERS' UNION, Local 2000

Clarification of "Memorandum of Agreement '11' dated July 24,1995"

It is agreed the full application of "The most senior fifteen (15) regular non-production employees shall be entitled to full wages and benefits under the agreement" is as follows:

The fifteen (15) most senior regular non-production employees on the seniority list as at the signing of this letter are eligible to maintain their full wages and benefits as called for in the Collective Agreement.

As one of the original fifteen (15) employees described foregoing leaves the employ of the Employer the next most senior employee on the regular non-production seniority list becomes eligible to be paid at the pay rates enjoyed by the other fourteen (14) senior employees within the group of fifteen (15).

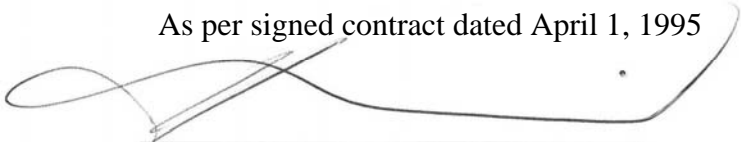
Dated this 7th Day of **August**, 2009

**FOR: VERSACOLD GROUP
CORPAK CENTER**

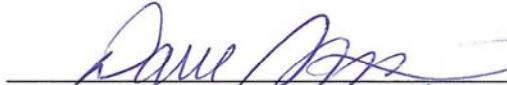
**FOR: UNITED FOOD AND
COMMERCIAL WORKERS'
UNION, Local 2000**

As per signed contract dated April 1, 1995

As per signed contract dated April 1, 1995











LETTER OF UNDERSTANDING

Between: VERSACOLD GROUP, Corpak Center

**And: UNITED FOOD AND COMMERCIAL WORKERS UNION,
Local 2000**

RE: TRANSFER OF BUSINESS TO DERWENT CENTER

The parties agree that the transfer of business or customers to the Employer's Derwent Annacis Island facility in and of itself will not result in the lay-off of a regular non-production employee whose seniority date is prior to August 11, 1994.

Dated this 7th Day of **August**, 2009

**FOR: VERSACOLD GROUP
CORPAK CENTER**

**FOR: UNITED FOOD AND
COMMERCIAL WORKERS'
UNION, Local 2000**

As per signed contract dated April 1, 1995

As per signed contract dated April 1, 1995

