

COLLECTIVE AGREEMENT

BETWEEN

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

(HEREINAFTER CALLED THE "UNION")

AND

WESTERN WAFFLES CORP.
(HEREINAFTER CALLED THE "EMPLOYER")

TERM OF AGREEMENT

March 1, 2006 to February 28, 2010

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COLLECTIVE AGREEMENT made this ____day of _____, 2006.

BETWEEN: WESTERN WAFFLES CORP. hereinafter referred to as the

"EMPLOYER"

AND: UNITED FOOD & COMMERCIAL WORKERS' UNION LOCAL 247
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 adjustments of disputes which may arise between them.

NOW THEREFORE: The Union and the Employer mutually agree as follows:

ARTICLE 1 OBJECTS OF THIS AGREEMENT

- 1.01** The intent and purpose of this Agreement is to promote and improve industrial and economic relations in the industry, to establish and maintain a high degree of discipline and efficiency, and to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.
- 1.02** The parties hereto desire to cooperate in establishing and maintaining proper and suitable conditions in the industry which will tend to secure equitable terms of employment satisfactory to the employer and employees, to provide methods of fair and peaceful adjustments of all disputes which may arise between them and foster goodwill, friendly relations and understanding between the parties.
- 1.03** The Union acknowledges that it is the exclusive function of the employer;
- (a) to maintain order, discipline and efficiency;
 - (b) to hire, discharge, transfer, promote, classify, demote or discipline employees, provided that a claim of discriminatory promotion, demotion, shift change or job transfer, or a claim that an employee has been discharged or disciplined without just cause may be subject of a grievance dealt with as hereinafter provided.
 - (c) generally, to manage, control, continue, discontinue in whole or in part, the industrial enterprise in which the employer is engaged.
 - (d) to utilize outside contractors for special projects and to perform work requiring specialized skills and to utilize temporary employees to supplement the workforce

based on cyclical changes in the business, provided such temporary employees do not displace any bargaining unit employees. Any temporary employee who works 488 hours must become a classification A employee or no longer work as a temporary employee.

ARTICLE 2 BARGAINING UNIT

2.01 This Agreement shall apply to all employees in the bargaining unit defined by the relevant sections of the British Columbia Labour Relations Code and the words “Employee” and “Employees” used hereinafter to such employees, subject to terms identified in Letters of Understanding 2 – 4.

ARTICLE 3 MUTUAL RIGHTS AND BENEFITS

3.01 No employee shall be asked or permitted to make any verbal or written contract which may limit, alter, modify or conflict with the stipulations of this Agreement.

3.02 The Union agrees during the term of this Agreement there will be no slowdown or strike, stoppage of work or refusal to work or continue to work. The Employer agrees that during the term of the Agreement there will be no lockout.

3.03 Where the word “Company” and/or “Employer” appears it shall mean Western Waffles Corp., Delta, British Columbia

Where the word “Union” appears it shall mean the United Food & Commercial Workers’ Union, Local 247.

ARTICLE 4 UNION RECOGNITION

4.01 Every employee who is a member of the Union on the date of the execution of this Agreement shall maintain his membership in the Union during the term of the Agreement as a condition of continued employment with the Employer.

4.02 Every employee whose employment commences on or after the date of the execution of this agreement shall serve a probationary period of 488 hours. Their employment may be terminated within this period if, in the Company’s opinion, they would not be suitable for continuing employment.

Upon successful completion of the probationary period, all new employees shall become, and remain, members of the Union as a condition of continued employment with the employer. The employer agrees to deduct Union dues for each week of employment of all employees in the bargaining unit commencing with the first full pay period worked by the employee who has become a member of the Union. The Union agrees to hold the Company harmless.

4.03 The Employer shall notify the Union office and Chief Steward when any new employee has completed his three (3) month probationary period. This will be done the 10th day of every month.

4.04 Recognized representatives of the Union, not employed by the Company, may be granted permission to visit the plant during working hours to interview members of the Union Committee or Shop Stewards. Permission must first be obtained from the Manager, or his designate, and will only be granted on the understanding that it will not impact the efficiency of the operation.

4.05 Space (2'x3') for two (2) Union bulletin boards will be made available by the Company for the posting of Union notices. All notices shall be submitted to the Manager or his designate for approval before posting.

4.06 Check-Off Process & Procedures

(a) The Employer agrees to deduct initiation fees, union dues, fines, assessment and arrears, upon receipt of the appropriate assignment of wages form, signed by each employee.

(b) Upon commencement of employment, each new employee will be required to sign the appropriate assignment of wages form. In the event that the Employer's files do not contain the necessary assignment of wages for any existing employees such employees shall, upon demand, sign and present the appropriate assignment of wages form.

(c) All membership applications and all monies deducted from employee's earnings pursuant to this article, are to be forwarded to the Treasurer of the Union, together with a list of employees to whom the monies are to be credited, and the names, addresses and social insurance numbers of the new employees hired, not later than the 10th day of the following month.

(d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, union dues, fines, assessments and arrears, and any changes in the amount to be deducted. In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, the Employer can require the employees to sign any new forms reflecting the new amounts to be deducted, prior to making such deductions.

(e) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by Law, and as are authorized by valid assignment of wages form executed by each employee.

(f) Upon resignation, layoff or termination for cause, the Employer will deduct the current month's dues from the employee's final pay cheque and remit as per (c) of this Article.

4.07 An Employee's Failure To Maintain Membership In Good Standing

Upon notice in writing from the Union to the Employer that an employee:

- (a) is not a member of the Union;
- (b) has not signed a written assignment of wages to pay initiation fees;
- (c) has revoked their written assignment of wages to pay initiation fees, union dues or union assessments;
- (d) is suspended from the Union;
- (e) has been expelled from the Union;
- (f) has resigned from the Union;

The Employer shall immediately discontinue the employment of such employee.

The Union shall indemnify the Employer and hold it blameless against any and all suits, claim demands, and liabilities that may arise for the purpose of complying with the provisions of this clause.

ARTICLE 5 UNION STEWARDS

5.01 Shop Stewards

- (a) The Union is entitled to appoint or elect from among the employees up to six (6) Union Stewards, (two (2) for each shift) who are employed and represent employees in the bargaining unit. The duties of the Union Stewards shall be to assist in the reporting and resolution of all grievances within their departments.
- (b) An employee will not be eligible to act as a Steward until after he/she has completed the probationary period.
- (c) The Employer agrees to recognize a duly appointed or elected Union Steward provided that the Union has first advised the Employer in writing of the name of the employee so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (d) The Union Steward's first obligation is the fulfillment of his/her responsibility as an employee. During his/her working hours, the Union Steward is not entitled to engage in Union activities other than the necessary involvement in the reporting and resolution of grievances.

- (e) The Union Steward must not leave his/her assigned work area on Union business, without prior permission. Such permission will not be unreasonably withheld.
- (f) The necessary time which is spent by Union Stewards during their regular working hours in reporting and resolving grievances, or in attending meetings specifically provided for herein, shall be considered to be time worked.
- (g) Under no circumstances shall a Union steward take action or issue any instruction which will interfere with the operations or affairs of the Employer, or with the management or direction of the workforce.
- (h) The Union Steward shall not be discriminated against or disciplined for the proper performance of his/her duties on behalf of the Union.
- (i) The Employer agrees that Union Steward Letter, and official communications from the Union to its members shall be posted on staff bulletin boards.
- (j) At any meeting at which an employee will be disciplined, he/she will have the right to have a Steward present.

5.02 Shop Chairperson

- (a) Where there are three or more Shop Stewards they may elect from their ranks a person who will be the Shop Chairperson.
- (b) The Shop Chairperson will be recognized by the Employer as the official spokesperson on behalf of the Union.
- (c) The Shop Chairperson will be involved in the adjustment of resolution of grievances which progress beyond the first step of the grievance procedure.

5.03 Shop Stewards and such other Union officers, as may be appointed or elected from among employees of the Company, will not leave their regular duties for the purpose of conducting any business on behalf of the Union or employees without first receiving permission from their immediate Supervisor or his designate. Such permission will not be unreasonably withheld. In consideration of such employees observing the terms of this section, they will be paid for time spent in meetings with the Company during regular working hours. Four (4) Union Stewards will be eligible to attend labour contract negotiations during normal work hours. There will be no loss in pay for a maximum of three (3) days.

ARTICLE 6 GRIEVANCE PROCEDURE

- 6.01** Step 1: If an employee has a grievance concerning any matter within the terms of this Agreement he and/or his Steward will take the matter up orally with his immediate Supervisor. The Supervisor will give his written reply within three (3) working days.
- 6.02** Step 2: i) If the reply of the Supervisor is not satisfactory to the grievor, or the Supervisor does not reply within the three (3) day period set out in Step 1, the grievance will be reduced to writing and dated, and will be submitted to the Manager within four (4) working days after the date of the reply at Step 1.
- ii) The Manager or his designate and such other persons as may be called in by the Company, will meet with the Union Committee to discuss the grievance. At this meeting a full-time officer of the Union may be present. The Manager or his designate will give a written reply to the grievance within three (3) working days after the meeting with the Union Committee. If there is no reply by the Manager or his designate within the three day period set out herein, the grievance is deemed to be denied.
- 6.03** The time limits described herein for the performance of any step or proceeding in the grievance procedure are deemed to be matters of substance not mere technicalities. These time limits may be extended only by mutual agreement in writing between the Union and the Company. If a grievance has not been initiated or resolved within the time period specified for any step of the grievance procedure, and the time limit has not been extended by mutual agreement in writing, such failure to proceed within the time limits prescribed shall be deemed to constitute an abandonment of the grievance.
- 6.04** The Company may refuse to consider any grievance, the alleged circumstances of which arose more than seven (7) calendar days before it was presented at Step 1.
- 6.05** If a grievance is not settled to the satisfaction of the employee concerned, if the Union intends to pursue that grievance, it must refer the matter to arbitration within ten (10) working days of the expiration of the three day reply period set out at Step 2.

ARTICLE 7 ARBITRATION

- 7.01** The parties agree that all disputes referred to arbitration will be heard by a single arbitrator. When either party requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time shall put forward the name of three (3) proposed arbitrators. Within five (5) working days thereafter, the other party will either choose one of the proposed names or reject all of them and propose three (3) names of its own. Within five (5) working days thereafter, the grieving party shall either agree with one of the three (3) names proposed

by the other party or request the Minister of Labour for the Province of British Columbia to appoint a single arbitrator.

- 7.02** No person may be appointed as an arbitrator who has been involved in an attempt to settle the grievance, or who is an employee of either the Union or the Company.
- 7.03** Each of the parties will jointly bear the expenses of the Arbitrator.
- 7.04** No matter may be submitted to arbitration which has not been properly carried through all previous steps of the grievance procedure.
- 7.05** The arbitrator is not authorized to make any decision inconsistent with the provisions of this Agreement, nor will they alter, modify or amend any part of its provisions.
- 7.06** In any proceedings before an Arbitrator, either party shall have the right to call any necessary witnesses.
- 7.07** The Arbitrator shall be authorized to determine the arbitrability of any matter referred to arbitration.

ARTICLE 8 DISCIPLINE AND DISCHARGE OF EMPLOYEES

8.01 Subject to the provisions of Article 4.02, the Company may discharge or otherwise discipline employees for just cause. Such disciplinary action may be subject to the grievance procedure provided herein.

8.02 A second offense committed more than one year after the first offense will be considered as a first offense.

FIRST OFFENSE	VERBAL WARNING – DOCUMENTED
SECOND OFFENSE	WRITTEN WARNING TO EMPLOYEE
THIRD OFFENSE	SUSPENSION (ONE WEEK OR LESS)
FOURTH OFFENSE	DISMISSAL

8.03 Without in any way restricting the right of the Company to discipline or discharge an employee for other just causes, it is hereby mutually agreed upon by the Union and the Company that removal from the company premises, without proper authorization of the Company, materials, products or property, under the care, custody or the control of the Company, shall be deemed conclusively to be just cause for immediate discharge of any employee.

- 8.04** When a discipline of an employee is involved, provided a shop steward is on duty, the shop steward will be advised and given an opportunity to be present at any interview which may take place between the Company and the employee being disciplined. Where there is no shop steward on duty, a witness of the employee's choice will be allowed to attend.
- 8.05** Whenever an employee is discharged, the Company shall without reasonable delay, notify the discharged employee in writing of his/her discharge and the reason therefore which notice may be delivered to the discharged employee by hand or mailed to his last address on file with the company. A copy will be provided to the Union.
- 8.06** The Company shall pay any discharged employee all his/her due wages in full within forty-eight (48) hours or four (4) calendar days, after his discharge and after any liability owed by him to the company has been paid or satisfied.
- 8.07** An employee who has completed his probationary period shall grieve his termination in writing within four (4) working days of the termination. This grievance shall commence at STEP 2 of the grievance procedures.
- 8.08** Grievances concerning the discharge of employees may be settled by confirming the discharge or reinstating the discharged person with compensation for time lost, seniority rights (where applicable) and any other arrangement which is just and equitable in the opinion of the conferring parties.
- 8.09** An employee discharged without notice will be permitted to talk with the steward for a reasonable time before leaving the premises, provided a shop steward is on duty and the steward has obtained prior permission in accordance with Articles 5.0 and 5.03.

ARTICLE 9 SENIORITY

- 9.01** a) For such purposes as outlined in 9.02, bargaining unit seniority shall mean accumulated service with the Company from the initial date of hire within the bargaining unit.
- b) Once an employee is hired they shall not have any seniority standing with the Company until they have completed a probationary period of 488 hours within a one (1) year period. Their seniority shall be calculated from their initial date of hire.
- 9.02** For purposes of promotion, demotion, layoff, overtime and recall following layoff ability to perform the work, shall be the governing factor, where ability is relatively equal to meet all of the normal requirements of the work assigned, seniority will apply. Additionally, in order to maintain the smooth operation of the production line during times of layoff or overtime, the Company shall have the right to retain certain key classifications based on business needs. When employees' skills within the

classifications are equal, seniority will apply. The key classifications are identified in Article 20.

9.03 An employee will lose his/her seniority standing:

- a) If he/she voluntarily leaves the service of the Company.
- b) If he/she is discharged and not reinstated through the grievance procedure.
- c) If he/she is laid off for a period of six (6) consecutive months.
- d) If he/she is promoted out of the bargaining unit to a full time permanent position, subject to the normal 488 hour probationary period.
- e) If he/she fails to come to work or notify the Company of the absence for three (3) consecutive days.

9.04 An employee is responsible for keeping the Company advised of his current address and telephone number. Recall shall only be made to the last known address recorded with the Company by the employee. For the purposes of this section, "business day" shall mean 8:30 a.m. to 4:30 p.m., Monday to Friday. Unless an employee is unable to do so for reasons beyond his control, when notified of his recall, he shall advise the Company of this intention to return to work within one (1) business day after being so notified, and shall return to work within a further two (2) business days. If he fails to do either, his employment is deemed terminated.

9.05 Seniority lists showing the seniority dates and classifications of employees shall be posted on the bulletin boards within thirty (30) days after the signing of this Agreement. Such lists will be revised and posted each six (6) months thereafter and a copy sent to the Chief Steward.

9.06 An on call employee who refuses any offer of work four (4) times will be dropped one standing in the seniority order. After the third refusal, the Company will provide employee with a written notice that the fourth refusal will result in loss of one seniority standing. When the employee reaches the bottom, the employee will lose his/her seniority standing.

ARTICLE 10 JOB POSTINGS

10.01 a) A notice of any permanent job vacancy will be posted on the plant bulletin board for one (1) week within two weeks. Any temporary vacancy that exceeds eight (8) weeks in duration will be posted on the plant bulletin board for one week. This posting will include an outline of the job title, rate of pay, normal duties and hours of work. During this time, employees who have completed the

probationary period will be permitted to make application by writing their names on the sheet which indicated the vacant or new job.

- b) Should a position within the bargaining unit become available following the completion of the job posting procedures then said position shall be offered to employees in order of seniority who have in the Company's opinion sufficient ability to meet the normal requirements of that full time position.
- c) Any posted vacancy will be awarded to the successful bidder within one week from when the posting is removed. The successful bidder will be scheduled in the new job within thirty (30) days of the award.

10.02 To fill positions referred to in Article 10.01, the provisions of Article 9.02 shall apply.

10.03 Only two (2) postings will be made as a result of the initial job vacancy.

10.04 An employee who is successful in obtaining a job referred to in Article 10.01 within his existing shift shall not be permitted to apply to another posted vacancy within the shift for four (4) consecutive months. However, this employee may apply for a posting that may result in a shift change.

10.05 All vacancies that are two (2) weeks in duration or less, shall be offered to the employees with the ability who are working on a shift where the vacancy occurs. Upon conclusion of the temporary vacancy, the employees would revert to the positions they previously held.

10.06 Where there are no applicants for either vacancies under Article 10.01 or 10.05, management may select an employee to move from one shift to another commencing with the least senior employee who has the skills, ability and experience to perform the available work.

10.07 In filling temporary vacancies, the most senior qualified employee on that shift shall have the right to fill the vacancy. Any other vacancies will be filled from the on-call list.

10.08 In the event the Employer elects to make a position obsolete, the Employer will notify the Union in writing.

ARTICLE 11 MISCELLANEOUS PROVISIONS

- 11.01** a) Those persons excluded from the bargaining unit will not perform work which is normally performed by employees in the bargaining unit except:
- i) in cases of emergency;
 - ii) when regular employees are not available;

- iii) for purposes of training.
- b) It is agreed that the Company shall use a time clock system for all employees where possible and practical at the discretion of the Company. It is the employee's responsibility to punch in and out and to verify that the punch has been accepted by the time clock system.
- c) It shall be the duty of the employee to notify the office of any change of address and/or telephone which shall be kept confidential. The employee must provide correct and accurate address and telephone information.

11.02 a) Employees shall be paid bi-weekly on Thursday.

- b) Should a Company-caused error occur in an employee's pay in excess of ten dollars (\$10.00) a cheque shall be issued to the employee no later than noon on Friday. Amounts less than ten dollars (\$10.00) will be corrected in the next pay.
- c) Should an employee miss punching in or out, the difference in pay will be corrected on the next pay. Missed punches will be considered a disciplinary offense and will be treated as such under Article 8.02.
- d) Employees shall be in their respective assigned working locations, ready to commence work at their designated starting times, and they shall not leave their working locations at times or in a manner inconsistent with the terms of the Agreement.

11.03 Footwear

The Employer will provide appropriate safety footwear for all employees in the bargaining unit as defined in Article 2.01 upon completion of the required probationary period. The Employer will determine the type of footwear required for each classification. Footwear will be replaced annually by the Company. The Company will pay a maximum of \$75.00 per annum per employee in Job Classifications A and B and a maximum of \$150.00 per annum in Job Classifications C through H. Job Classifications are as defined in Article 20.

11.04 The Company agrees that one month following the date of ratification a Labour/Management Committee will be established. Said committee shall meet to discuss issues relative to the working relationship to develop a working understanding and better communications. Any subject matter may be tabled by either party at said meetings. The Labour/Management Committee shall not meet more than once each calendar month. Should Chairpersons from either labour or management have no issues to discuss, they can mutually agree to postpone the meeting until the next calendar month.

- 11.05** The Company and Union agree that they shall not discriminate against anyone in regards to race, colour, religion, national origin, ancestry, place of origin, physical disability, mental disability, sexual orientation, sex, or for exercising any right under the collective agreement or the Human Rights Act.
- 11.06** A safety committee of equal number of Union and Employer representatives shall be established and be known as the Plant Safety committee. This committee shall meet once a month to discuss and investigate only matters of safety. The committee shall record minutes of its meeting to be posted in a place for all employees to view. All employees are required to bring concerns of safety to the attention of a safety committee member. This will be done through adherence to the Occupational Health and Safety Act of the Province of British Columbia.
- 11.07** In order to encourage employees to consider a program of self-development, the Employer agrees to assist employees financially if they elect to register in courses that in the opinion of the Employer are appropriate in advancing the employee in the employ of the Employer.
- 11.08** Each employee shall be supplied an appropriate uniform and the Company will be responsible for laundering the uniforms. The uniforms are the property of the Company and shall not be altered without prior company approval.

ARTICLE 12 LEAVE OF ABSENCE AND TIME OFF

- 12.01** An employee who is injured at work and who requires medical attention, and as a result is unable to continue work, will be paid for the balance of his regular shift hours at his regular hourly rate.
- 12.02**
- a) In the event of the death of an employee's spouse or child the employee will be allowed up to five (5) days leave of absence with pay to make arrangements for and to attend the funeral. Only that portion of the leave of absence that otherwise would have been time worked will be paid. Pay for such time will be at regular hourly rates for regular shift hours.
 - b) In the event of the death of an employee's mother, father, legal guardian, mother-in-law, father-in-law, sister or brother, the employee will be allowed up to three (3) days leave of absence with pay to make arrangements for and to attend the funeral, provided the day of the funeral shall be the last of such days absent. In the event of the death of an employee's mother, father or legal guardian a maximum of two additional days without pay will be granted at the employee's request.
 - c) One (1) day off with pay at regular shift rates will be allowed to attend the funeral of a brother-in-law, sister-in-law, grandchild, grandparent, daughter-in-law or son-in-law if the funeral is on a regular working day.

- 12.03** An employee with at least two years of service shall have the right to request an unpaid personal leave of absence not to exceed six (6) weeks. An employee must exhaust any accrued vacation as part of the leave period. Any employee granted a personal leave will not lose his/her seniority. The Company retains the sole discretion to grant or deny the leave request. The Company reserves the right to require documentation to support a personal leave of absence. Failure to provide the documentation or falsification of documentation will result in disciplinary action, up to and including termination of employment.
- 12.04** Leave of absence without pay and without loss of seniority will be granted to two (2) employees at a time to attend Union business functions, provided the Company is notified two (2) weeks in advance. The total accumulation of such leave shall not exceed ten (10) working days in any twelve (12) month period of days set out above and allow the number of employees to be increased by one (1).
- 12.05** Shop stewards shall be entitled to time off with pay and without loss of seniority to attend the Union's Shop Stewards education program held each year, which promotes labour-management relations. The Company agrees to contribute \$100.00 towards the cost of such program for each Shop Steward who attends. Absences will not exceed two (2) days for each steward in any calendar year.
- 12.06** Paternity leave will be granted under the provisions of the B.C. Employment Standards Act.
- 12.07** An employee who is absent from work will be required to notify their supervisor or plant management of an acceptable reason for their absence or tardiness as soon as possible but in any event not later than four (4) hours prior to the schedule start of their shift unless impossible to do so. An acceptable reason is defined as illness, injury, death or accident.

ARTICLE 13 LUNCH PERIOD AND REST BREAKS

- 13.01** All departments shall be entitled to two (2) paid fifteen-minute rest periods per day in addition to one unpaid thirty (30) minute lunch break in an eight (8) hour shift. If an employee works more than eight (8) hours, breaks will be provided in accordance with the Employment Standards Act of British Columbia.
- 13.02** If the overtime to be worked is in excess of three hours duration, he/she shall receive a paid meal to be provided as soon as possible following the completion of his regular shift.

ARTICLE 14 BENEFITS

14.01 Employer-Paid Premiums

The Employer will pay 100% of premiums for the following benefits described in the contract identified as 55863 with Sun Life:

- Extended Health Care (includes out-of-province travel coverage)
- Dental Care
- Accidental Death and Dismemberment
- Dependent Life

14.02 Employee-Paid Premiums

Employees will pay 100% of the premiums for the following benefits described in the contract identified as 55863 with Sun Life:

- Group Life
- Long Term Disability

14.03 Medical Services Plan (MSP) Premiums

On the effective date of the Agreement, the Employer will pay 75% of the Medical Services Plan premium for each employee. Effective March 1, 2007 and for the duration of the Agreement, the Employer will pay 100% of the Medical Services Plan premium for each employee. If the cost of the plan increases by more than 10% in any year, the employees will pay all amounts above 10% for that year.

14.04 Eye Examinations

The Employer will pay the cost of one employee eye examination every two (2) calendar years.

ARTICLE 15 HOURS OF WORK AND OVERTIME

15.01 The regular workweek shall consist of forty (40) hours, which will include a thirty (30) minute unpaid lunch period each shift.

Day Shift 7:00 a.m. to 3:00 p.m.

Afternoon Shift 3:00 p.m. to 11:00 p.m.

Night Shift 11:00 p.m. to 7:00 a.m.

These schedules may change after discussions with the Union. Reasonable discretion will be used by management in making any changes.

15.02 The Company does not guarantee to provide work for the regular weekly hours.

15.03 An employee required to perform work in a higher rated classification will receive the higher rate for all hours worked on the higher rated job if he is required to remain there for one (1) hour shift or more. This article shall not apply to new on call or newly hired employees during the first 600 hours worked for Classifications B and C and during the first 1,000 hours worked for Classifications D, E and F including the probationary period.

15.04 An employee temporarily required to perform work in a lower rated classification for the convenience of the Company and not as a result of lack of work, will continue to receive his existing rate of pay.

15.05 Overtime

Authorized work performed by an employee in excess of eight (8) hours in a work day or forty (40) hours in a work week will be paid at the following overtime rates:

- a) hours worked in excess of eight (8) in a day at rate and one half;
- b) hours worked in excess of eleven (11) in a day at double straight-time rates;
- c) hours worked in excess of forty (40) in a week at rate and one half, excluding hours worked in excess of eight (8) in a day;
- d) hours worked in excess of forty-eight (48) in a week at double straight-time rates, excluding hours worked in excess of eight (8) in a day.
- e) hours worked on the seventh consecutive work day at double straight-time rates, provided an employee has worked all scheduled hours of the previous six (6) work days.

15.06 a) When an employee is required to work overtime, the employee will be asked to do so at least two hours prior to the expiration of his/her shift.

b) When overtime is required, the employees will be requested in order of seniority of those employees able to do the work required. Should there not be enough employees agree to work the required overtime, the Company will designate in reverse order of seniority a sufficient number of employees to complete the work based on the ability to perform the work to be performed. Additionally, the Company shall have the right to assign overtime to Key Classifications in accordance with Article 9.02. In order to minimize Key Classification overtime,

the Company and the Union will work together to broaden the pool of capable key classification personnel.

15.07 When an employee is called back to work after he has left the premises for the day, he shall receive no less than four (4) hours' pay at the appropriate rate.

15.08 A shift premium of fifty (\$0.50) cents per hour will be paid to employees who are scheduled to work the afternoon shift. A shift premium of one dollar (\$1.00) per hour will be paid to employees who are scheduled to work the night shift.

15.09 Overtime work will be voluntary after a total of forty-eight (48) hours has been worked in a calendar week or on the seventh consecutive day.

ARTICLE 16 PAID HOLIDAYS

16.01 The following days will be considered as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	Boxing Day

- 16.02** (a) An employee who works on a statutory holiday must be paid for that day
- (1) 1 ½ times the employee's regular wage for the time worked up to eleven (11) hours, and
 - (2) double the employee's regular wage for any time worked over eleven (11) hours.
- (b) In addition, the employer must give the employee a working day off with pay.
- (c) The employer must schedule the day off with pay
- (1) before the employee's annual vacation,
 - (2) before the date the employment terminates, or
 - (3) within six (6) months after the date of the statutory holiday, whichever is earliest.
- (d) If a statutory holiday falls on a non-working day for an employee, Article 16.02 (b) to (c) applies.

- (e) To be eligible to receive payment for a statutory holiday or a day designated in lieu thereof, an employee has to have worked fifteen (15) days in the preceding thirty (30) days prior to the holiday, and is required to work the full required shift preceding and the full required shift succeeding such day. Exceptions to this will be made when an employee is absent on either or both of the said shifts only because of verified personal illness, death in his/her immediate family or if he/she has been given permission by the Manager or the designate to be absent.
- (f) Should any statutory holiday occur during an employee's vacation period, an extra day of vacation with pay will be granted, either the working day preceding or the working day following the vacation period.

16.03 Where a holiday falls on Saturday or Sunday, it shall be observed on the preceding Friday or the following Monday, at the discretion of the Company.

16.04 Where two (2) holidays fall on Saturday and Sunday, they shall be observed on the preceding Thursday and Friday or Friday and the following Monday or the following Monday and Tuesday, at the discretion of the Company.

ARTICLE 17 PAID VACATION

17.01 Vacation with pay will be granted in accordance with the following:

- i) less than one (1) years' service two (2) weeks prorated by the number of days employed in the calendar year
- ii) upon completion of one (1) year's service two (2) weeks
- iii) upon completion of five (5) years' service three (3) weeks
- iv) upon completion of ten (10) years' service four (4) weeks
- v) upon completion of fifteen (15) years' service five (5) weeks

17.02 Pay for vacation referred to above will be at two percent (2%) per week of the previous calendar years' gross earnings. Vacation earned in the previous calendar year is to be taken as time off in the first ten (10) months of the succeeding calendar year. Vacation not taken within the designated period will be assigned at the discretion of the Company.

17.03 An employee who leaves the service of the Company for any reason, will be paid vacation pay to which he is entitled.

17.04 The vacation period will extend from January 1st to December 31st. Vacations will, where practical, be allocated by seniority on a departmental basis, with senior employees being

given the first choice of vacation dates. However, the plant may schedule a plant shutdown when all employees will be required to take their annual vacation with the exception of those required for plant maintenance. Notification of plant shutdown will be provided four (4) months in advance.

17.05 If a paid holiday, as set out in Article 16, falls during an employee's vacation, the employee shall be allowed an extra day off with pay to be taken at a time agreeable to the employer and employee.

17.06 The vacation entitlement list for the following calendar year shall be posted on October 15th of each year. Employees will be advised, on or about December 1st each year that vacation election will commence on or about January 1st of each year. Employees will be scheduled on a top-down seniority basis within each shift. If an employee fails to make his vacation choice, from the available dates, after being reminded to do so in writing by the Company, he will be bypassed in favour of other employees expressing their election. The employee who was bypassed is responsible to follow up with management to express his election of vacation dates, however, in no event will he be allowed to displace a junior employee who has, through the process outlined above, exercised their choice of vacation dates. Should a plant shutdown be scheduled, all employees will be scheduled on vacation with the exception of those required for maintenance. Notification of plant shutdowns will be provided four (4) months before they will take place.

17.07 Employees may carry over, on a special request basis and at the sole discretion of the Company, up to two (2) weeks of vacation, with the carry over vacation to be used in the next calendar year and paid at the applicable rate from the year it was accrued. The special request may be made not more than once every four years.

ARTICLE 18 SAFETY

The Employer, the Union and the employees have a shared responsibility to observe, promote and provide a safe work environment. All employees are expected to observe all safety rules, wear and use protective equipment that is mandated by the Company and/or the WCB, conduct work in a safe manner and report hazardous conditions and potential or actual injuries immediately. A major safety violation, as defined by the BCWCB regulations, shall be deemed conclusively to be just cause for immediate discharge.

Any job classification with multiple job groups will be subject to job rotation to reduce and/or eliminate repetitive motion tasks in an effort to reduce the potential for injury. The rotation schedule will be determined by the product flow as well as the scheduled breaks and lunches.

ARTICLE 19 DRUG AND ALCOHOL ABUSE

The Employer, the Union and the employees recognize that the use of alcohol and drugs jeopardizes job safety and performance, as well as the well-being of employees. Individuals abusing alcohol and drugs can create safety hazards for themselves, co-workers and the general public.

Possession or use of alcohol and illegal drugs when on the Employer's business or premises is prohibited. This includes:

- (a) Any use, possession, distribution or the offering for sale of illegal drugs, equipment for illegal drug use or un-prescribed drugs for which a prescription is illegally acquired.
- (b) Any possession, consumption or presence in the body of alcohol during working hours or on the Employer's premises.

Employees who appear to be impaired by alcohol or drugs, whether consumed at work or prior to work, will immediately be removed from the workplace. If the employee is impaired, the Employer will offer to provide transportation to the employee's residence or the nearest point of public transportation.

The Employer may take disciplinary action against an employee under the following circumstances:

- (a) The employee is in possession of alcohol, illegal drugs or equipment used for illegal drugs; or
- (b) The employee has been at work under the influence of alcohol or illegal drugs.

The Employer may discipline an employee by taking one or more of the following courses of action:

- (a) Suspension of the employee, with or without pay;
- (b) Immediate dismissal for cause; or
- (c) Referral on humanitarian grounds to an approved program for rehabilitation and treatment of alcohol or drug abuse.

ARTICLE 20 JOB CLASSIFICATIONS AND WAGE RATES

20.01 Classification and Wages

Classification	Effective March 5, 2006	Effective March 2, 2008	Effective March 1, 2009
Classification A On Call/ New Hire	11.64	12.04	12.44
Classification B Boxing Casing Relief Sorting Wrapper Oven	12.98	13.38	13.78
Classification C Sanitation	13.51	13.91	14.31
Classification D Cooler	13.78	14.18	14.58
Classification E Machine Operator Printer	13.94	14.34	14.74
Classification F Fruit Mixer Mixer Scaler Relief	14.31	14.71	15.11
Classification G Shipping/Receiving	14.47	14.87	15.27
Classification H Lead Hand	14.58	14.98	15.38

All employees who have completed their probationary period on March 1, 2007 will receive an \$800 lump sum payment. This payment will be paid with the pay cheque for the week of March 4, 2007.

Any employee presently receiving more than the hourly rate provided for his/her job by this Agreement shall suffer no decrease through the signing of this Agreement.

Part time employees shall become Full Time after working one thousand (1,000) hours in a calendar year. A Full Time employee is defined as an employee who is receiving the full time classification rate and benefits in accordance with the employer's insurance carrier.

Key Classifications are:

- Lead Hand
- Shipping/Receiving
- Mixer
- Machine Operator/Printer
- Relief D, E and F

ARTICLE 21 TERM OF AGREEMENT

21.01 Except as otherwise provided herein, this Agreement shall be effective from March 1, 2006 to and including February 28, 2010 and thereafter from year to year. The provisions contained in this Agreement shall not be altered or changed until a new Collective Agreement is reached or a legal strike or lock-out has commenced. Subject to the foregoing, either party may, within four (4) months prior to March 8th, 2006, or any subsequent anniversary thereof, give notice in writing to the other party to negotiate a revision thereof.

Dated at _____, British Columbia this ____day of _____, 2006
and Signed by the duly authorized officials of both parties hereto.

Signed on Behalf of
United Food & Commercial Workers
Union, Local 247:

Signed on Behalf of
Western Waffles Corp.:

Lou Regenwetter

Gene Diakow

Ernest Camus

Damian Reyno

Hoang Yen Nguyen

**LETTER OF UNDERSTANDING #1
BETWEEN
UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 247
AND
WESTERN WAFFLES CORP.**

It is understood that the persons acting under Article 7 as Arbitrators shall be drawn from the following list:

K. Albertini	N. Glass
V. Ready	J. Korbin
B. Foley	W. Moore

or such others as may be agreed by the parties and added to the list from time to time.

Dated this _____ day of _____, 2006.

UNITED FOOD & COMMERCIAL
WORKERS' UNION. LOCAL 247

WESTERN WAFFLES CORP.

Lou Regenwetter

Gene Diakow

Ernest Camus

Damian Reyno

Hoang Yen Nguyen

**LETTER OF UNDERSTANDING #2
BETWEEN
UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 247
AND
WESTERN WAFFLES CORP.**

It is understood that Maintenance personnel, with the exception of Supervisors, will be included in the bargaining unit as defined in Article 2.01. It is further agreed that issues pertaining to Maintenance personnel will be deferred for a period not exceeding three (3) months from signing of the collective agreement while hiring issues are finalized. These issues will include but not be restricted to, wages, tool allowance and safety footwear.

Dated this _____ day of _____, 2006.

UNITED FOOD & COMMERCIAL
WORKERS' UNION. LOCAL 247

WESTERN WAFFLES CORP.

Lou Regenwetter

Gene Diakow

Ernest Camus

Damian Reyno

Hoang Yen Nguyen

**LETTER OF UNDERSTANDING #3
BETWEEN
UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 247
AND
WESTERN WAFFLES CORP.**

It is understood that the Employees identified in attached Schedule "A" who are presently employed and paid eight (8) hours per shift, shall maintain the eight (8) hour per shift employment (red-circled), provided eight (8) hours of work is being performed.

Dated this _____ day of _____, 2006.

UNITED FOOD & COMMERCIAL
WORKERS' UNION. LOCAL 247

WESTERN WAFFLES CORP.

Lou Regenwetter

Gene Diakow

Ernest Camus

Damian Reyno

Hoang Yen Nguyen

**LETTER OF UNDERSTANDING #4
BETWEEN
UNITED FOOD & COMMERCIAL WORKERS UNION
LOCAL 247
AND
WESTERN WAFFLES CORP.**

It is understood that Office personnel and Quality Assurance Technicians are excluded from the bargaining unit as defined in Article 2.01.

Dated this _____ day of _____, 2006.

UNITED FOOD & COMMERCIAL
WORKERS' UNION. LOCAL 247

WESTERN WAFFLES CORP.

Lou Regenwetter

Gene Diakow

Ernest Camus

Damian Reyno

Hoang Yen Nguyen

SCHEDULE "A"

File	Name	Title	Shift	Daily Hours
200	Blackwood B.Steven	SHIP-REC	S	8.00
1400	Nguyen Hien D. Peter	MIXER L3	C	8.00
2000	Trinh Gia Trinh	RELIEF	B	8.00
7400	Lenh Thien Lap	MIXER L1	C	8.00
4300	Lu An Machine	Operator	B	8.00
5100	Villa Tirso Z.	MIXER L3	B	8.00
5700	Tran Vu Minh	LEAD HAND	C	8.00
7000	Nguyen Nghia Hung	Machine Operator-Relief	C	8.00
12700	Andalis Roman Jr.	MIXER L1	B	8.00
15030	Reyno Damian B.	Machine Operator	B	8.00
15066	Le Xuan My	MIXER L2	C	8.00
15118	Diu Duong Cun	Machine Operator	C	8.00
15138	Muyco Jory P.	MIXER L3	A	8.00
15154	Trang Quan Hai	PRINTER	C	8.00
15167	Magsino Ariel Carandang	MIXER L1	A	8.00
191399	Saranczak Andress Tadeus	SHIP-REC	S	8.00
191406	Packer Karnel	SHIP-REC	S	8.00
Persons electing 7.50 hours pay:				
1300	Lu Van Thanh	FRUITMIX	B	7.50
8100	De Guzman Alex A.	CAS L3	A	7.50
3400	Le Binh	MIXER L1	B	7.50
5800	Ibrado Noel O.	LEAD HAND	B	7.50