

SOURCE	COMPACT		
EFF.	94	06	29
TERM.	97	03	31
NO. OF EMPLOYEES	77		
NUMBRE D'EMPLOYÉS	77		

**VANCOUVER FANCY MEATS**  
 A Member of Maple Leaf Foods Inc.

## AGREEMENT

**UNITED FOOD AND  
 COMMERCIAL WORKERS UNION  
 Local 2000**

**Chartered by the United Food  
 and Commercial Workers  
 International Union  
 AFL - CIO - CLC**

**1994 - 1997**

JAN 23 1995

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**Text of Agreement**

**Between**

**VANCOUVER FANCY MEATS  
A Member of Maple Leaf Foods Inc.**

**And**

**UNITED FOOD AND COMMERCIAL  
WORKERS UNION  
Local 2000**

**Chartered by the United Food  
and Commercial Workers  
International Union  
AFL - CIO - CLC**

**1994 - 1997**

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**This Agreement is made** by and between Vancouver **Fancy Meats**, a member of Maple Leaf Foods Inc., hereinafter referred to as the "Employer" and UFCW Union, Local No. 2000 chartered by the United Food and Commercial **Workers** International Union, AFL-CIO-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:

### **ARTICLE 1 • Recognition**

The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees employed at 1055 Vernon Drive, Vancouver, B.C., except non-unionized office staff, sales staff and maintenance employees.

### **ARTICLE 2 • Union Shop**

Section 1. The Employer agrees to retain in his employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing.

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 employment and become members within thirty (30) days.

Section 2. The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the new employee his or her responsibility in regard to Union Membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of the letter to be such

that it is acceptable to the Employer. The Employer further **agrees** to provide **the** Union once a month with a list containing names of all employees who have terminated their employment during the **previous** month.

**Section 3.** The Employer agrees to not employ **persons** who **maintain** full-time jobs with other Employers, except in an emergency when **qualified** help is not available.

**Section 4.** The Union recognizes the right of the Employer to hire whomever he chooses subject to **the** seniority provisions for rehiring contained herein. The Employer shall, however, give the Union opportunity to refer suitable applicants for employment, and such **applicants** shall be given consideration for employment. It is understood that refusing to employ a referral by the **Union** shall not **be** subject to the grievance procedure.

**Section 5.** **All** work within the **bargaining** unit shall be **performed** only by those persons **coming** within the bargaining unit who are members of the Union **as prescribed** herein or who are eligible to become members **under** Section 1 herein. Company personnel outside of the **bargaining** unit shall not **perform** work in the **bargaining** unit except for emergencies, training purposes or experimentation. **No** work which the employees **perform or can** perform excluding the work not **pertinent** to the process shall be **subcontracted** except such work which is presently being **subcontracted**.

**Section 6.** Part-time employees, that is, employees employed for 40 hours weekly or less and less than 1040 hours in a calendar year, are not entitled to the provisions of Articles **5, 8 to 12** inclusive, Articles 14 to 19 inclusive and Article **21** of the Collective Agreement, except that:

- (a) The Company shall offer part-time work to the above employees **based on** length of Company service, provided the employee **can** perform the required work satisfactorily. Company **service** will be determined by **totalling** the number of days the part-time employee has worked. It is further agreed that **an** employee who works 60 days or **more** has not fulfilled the probationary period in Article 8.

- (b) Par-time employees **will** be eligible for **statutory** holiday pay for the 10 statutory holidays **specified** in Article 10 provided they have **worked** on **at** least ten (10) days during the 30 calendar day **period** immediately preceding the holiday. The individuals **will** be paid their straight time hourly **rate** for all holiday hours to a maximum of eight (8). Holiday hours **are** calculated by totalling **the** number of hours worked by the employee in **the thirty** calendar day **period** immediately preceding the statutory holiday and dividing that **total** by **the** number of days worked in the **same period**. **All work** performed on a **statutory** holiday **shall** be paid in **accordance** with the Employment **Standards** Act.
- (c) Part-time employees shall be entitled to the provisions of Article 11, Section 1.
- (d) Part-time employees shall receive **their** vacation pay entitlement **on** each pay, calculated at 4% of earnings.

Part-time employees **will** not be used where it is practical to employ full-time employees. Part-time employees **will** not be used when a full-time employee is on lay-off and available to **report** for **work**.

### **ARTICLE 3 - Deduction of Union Dues**

The Employer **agrees** to deduct **from** the wages of each employee **upon** proper authorization **from** the employee affected, such initiation fees, union dues, fines and assessments **as are** authorized by regular and **proper** vote of the membership of the **Union**.

**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.

**The** Employer further **agrees** that **all persons** commencing or resuming employment, with the Employer within the bargaining unit shall, **as** a condition **of** employment, at the time of

employment, sign a statement authorizing the Employer **to** make the applicable weekly union dues deduction **from** the first and subsequent wage payments of the employee. Persons refusing **to** sign **this required** statement **shall** not be employed.

Copies of the signed statement shall be immediately forwarded to the office of the Union.

#### **ARTICLE 4 - Visits of Union Representatives**

A duly authorized officer or officers of **the** Union, upon request to the management shall **at** reasonable times have access to the plant during **working hours** for the purpose of ascertaining whether **this** Agreement is being properly observed. Such visitations shall not interfere with the scheduled activities of the location.

#### **ARTICLE 5 - Terminations, Notice Required, or Pay Required in Lieu of Notice in Case of Termination**

**Section 1.** No employee **shall** be discharged **or** subjected to a disciplinary lay-off without just **cause**. The Employer **shall** have the right to establish such plant **rules** and regulations **as** are necessary **to** promote **safety**, plant cleanliness, efficiency, and **quality** standards and **an** employee may be disciplined **or** discharged **for** obvious failure to abide by such **rules** and regulations.

**Section 2.** An employee desiring an investigation of **his** or her disciplinary lay-off **or** discharge shall **file his or** her protest in **writing** with the Employer and the Union within five (5) calendar days of the date of **the** disciplinary lay-off or date of discharge. Any protest **filed** in accordance with the foregoing shall be subject to the grievance and **arbitration** procedure **as** provided for in Articles 6 and 7 of **this** Agreement.

**Section 3.** The Employer further agrees that in the event of the Employer dismissing an employee hereunder who has been in the employ of the Employer for at least **six (6)** consecutive months, that such employee shall be given **two (2)** weeks' notice in writing. **or** shall be **paid two (2) weeks'** wages in **lieu thereof**, and **after** the completion of a **period** of employment of three (3)



consecutive years, one (1) additional week's notice or one (1) additional week's wages in lieu thereof, and for each subsequent completed year of employment, an additional week's notice or additional week's wages in lieu thereof, up to a maximum of eight (8) weeks; and further that any employee, other than a part-time employee shall be entitled to three (3) days' notice in Writing or three (3) days' 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 any serious offence such as rank insubordination, dishonesty, obvious disloyalty, or absence without leave. unless having a bona fide reason for such absence.

**Section 4.** After absence due to illness or accident, an employee must be returned to his or her job when capable of performing their previous duty as long as the job still exists or to an equivalent classification if the job no longer exists, provided that such absence does not exceed twelve (12) months except in the case of employees absent while on Workers' Compensation.

**Section 5.** Severance Plan: If, during the term of this Agreement it is determined that the operations covered by this Agreement are to be permanently discontinued, whether as a result of a sale, closure or transfer of work, it is agreed as follows:

1. The Employer will notify the Union at least thirty (30) days in advance of taking any such action.
2. The Employer will make severance payments in accordance with the following formula to employees who meet all the eligibility requirements set forth herein (including employees who, at the date of permanent discontinuation, are eligible to retire on pension).
  - (a) To be eligible for severance pay, terminated employees must have been employed for at least one (1) year and must have continued to work until terminated by the Employer.

- (b) Eligible employees shall receive:
- i) a lump *sum* payment **equal** to one **(1)** week's pay, **plus**
  - ii) severance pay **equal** to one-half ( $\frac{1}{2}$ ) week's pay for each full **year of** service.
- (c) A week's severance pay shall be computed by multiplying the employee's regular hourly base rate by forty (40).
3. The agreements contained in **this** Article **are understood** to discharge the full obligation **of** the Employer with respect to persons **affected** by the closing and to terminate **all** rights **under this** contract. If any employee is thereafter re-employed by the Company **at** any location, he **or she** shall be deemed a new employee for all purposes.
4. The provisions **of this** Article **shall** not apply where the decision to discontinue the unit **or** close the operation **results** from **strikes, fire, flood,** disasters, Acts of **God,** or any other situations not in the Employer's control.
5. If jobs **are** discontinued on a piece meal basis **as** the operation is **being** shut down and permanently closed, seniority shall be followed in terminating employees if senior employees **are** qualified and capable to do the available remaining work.

## **ARTICLE 6 - Grievance Procedure**

**Section 1.** 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.

**Section 2.** 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 Article 7 of this Agreement.

## **ARTICLE 7 - Board of Arbitration**

**Section 1.** The Board of Arbitration **shall** be composed **of** three (3) members and shall be established **as** follows: 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 **Labour** Relations Board of British Columbia shall be immediately requested **to name** a third member who shall **act as** Chairman of the Board **of** Arbitration. 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.

**Section 2.** **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.

**Section 3.** 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.

**Section 4.** The findings and decisions 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.

## **ARTICLE 8 - Seniority**

**Section 1(a).** A probationary period of sixty (60) days actually worked shall apply in the case of new non-skilled or semi-skilled employees. Seniority will apply from the date of employment. A probationary period of thirty (30) days actually worked shall apply in the case of new skilled employees. Seniority will apply from the date of employment. The probationary period may be extended by mutual agreement between the Union and the Employer.

During the above probationary periods, the following sections of this Agreement will not apply to probationary employees i.e. Articles 5, 6\*, 7\*, 14, 15.

\*Probationary employees will have the right to these Articles except in matters relating to termination of employment

**Section 1(b).** New permanent jobs or vacancies occurring in present jobs will be posted. Applications shall be accepted for a period of two (2) working days from the date notice is posted. Present employees on a plant seniority basis will be given first consideration in filling such jobs or vacancies. However, on a priority basis, fully qualified relief employees should have the first opportunity to fill the position they were relieving on should it become a permanent vacancy unless they have reasons acceptable to the Company.

A probationary period of twenty (20) working days shall apply and if the employee is found unsuitable, he or she shall be returned to his or her former classification. The employee also retains the right to return to his or her former classification on the same basis.

A maximum of one (1) sanitation employee may transfer to another department in accordance with normal job posting practice once in a twelve (12) month period.

Section 2. Provided that in the opinion of the Employer, subject to the grievance procedure, **there is equality** of skill, competence and efficiency, **the last employee hired shall, in the case of a lay-off, be the first laid off.** In re-hiring, the last employee laid off, shall subject to the above provisions, be the first to be **rehired.**

The employer **agrees** to provide in **the case of non-temporary lay-offs,** (a) two **(2)** weeks' notice where the employee **has completed a period of employment of at least six (6) consecutive months,** and b) **after the completion of a period of employment of three (3) consecutive years one (1) additional week's notice,** and for **each subsequent completed year of employment, an additional week's notice up to a maximum of eight (8) weeks' notice.** In the case of **temporary lay-offs, as defined in Section 41 of the Employment Standards Act, two (2) working days' notice in writing shall be given.** For temporary lay-offs lasting one **(1) week or less, Company seniority shall govern within the three (3) departments set out below for all lay-offs, re-hires, the reduction and increase of hours of work:**

- Kitchen, Boning ~~Room, Meat~~ Receiving,
- Shipping, Wrapping, General Receiving.
- Sanitation.

For lay-offs in excess of one **(1) week, lay-offs, re-hires, the reduction and increase of hours of work shall be by overall plant seniority, providing the employee can do the work available.** Where insufficient notice has **been given, pay in lieu of notice for the remaining period of notice shall be paid at the employee's basic rate.** Such **notice shall not be required in case of lay-offs or reduction of hours due to fire, flood or other cases of force majeure or labour strife.**

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

Section 3. An employee will lose his/her **seniority** when he/she:

- a) **Is** discharged by the Company and is not re-instated through the grievance procedure.
- b) Voluntarily terminates his/her employment with the Company.
- c) **Has** been laid-off continuously for a period of more than twelve **(12)** months.
- d) **Does** not return to work from lay-off as provided in **Section 2** above **after** receiving **written** notice from the employer to the last **address** on file with the Company that a position is available.
- e) **Is** absent from work for **three (3)** working days without a good and valid **reason**.
- f) Receives a permanent disability pension from W.C.B. and is medically certified **as** being unable to **return** to work.

**Section 4.** The Company seniority List shall be a single plant seniority.

**Not later** than four **(4)** weeks after the signing of the Collective Agreement, the Employer agrees to provide the **Union** with Seniority **Lists** as referred to above, and be revised every six **(6)** months.

## ARTICLE 9 • Hours of Work

**Section 1.** The Employer reserves the right to schedule hours of plant operation, employee's hours of work, rest periods, lunch periods and overtime work.

**Section 2.** The Employer shall post a weekly work schedule in the Plant for **all** employees, except **casual** or students, not later than Thursday of each week for the following week.

**Time Clocks:** The Employer shall provide **time** clocks to enable employees to record their own **time** for payroll purposes. Employees shall record their own **time** at the **time** they **actually** start and **actually** finish work

**Section 3.** Every reasonable **effort**, consistent with good business and efficient **operations**, shall be **made** to schedule a work week consisting of forty (40) hours for **as** many senior employees **as** possible.

**Section 4** ~~The~~ basic work week shall be forty **(40)** hours, consisting of five **(5)** eight **(8)** hour days, Monday to Friday. In a week in which **one** (1) statutory holiday occurs, the basic work week for full-time employees shall be reduced to ~~thirty-two~~ **(32)** hours. consisting of four **(4)** eight **(8)** hour days and in a week in which two **(2)** **statutory** holidays **occur**, the basic work week for full-time employees shall be reduced to twenty-four **(24)** hours consisting of **three** **(3)** eight **(8)** hour days.

**Section 5.** The Employer agrees to schedule a daily lunch **period** of **thirty** **(30)** minutes. Employees shall not be paid for such lunch **periods**.

**Section 6.** Employees shall have two **(2)** fifteen (15) minute rest **periods** with pay **in** each work period of six **(6)** hours or more, **one** (1) rest period **to** be granted before, and one (1) **after** the meal **period**.

**Section 7.** ~~There~~ shall be a ten (10) minute rest period after each hour worked in the Freezer and clothing shall be provided for **this** work.

**Section 8.** When **an** employee is required to work one **(1)** hour of overtime **or more**, he or she shall receive a fifteen **(15)** Minute rest **period** 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 a **thirty** **(30)** Minute meal period with pay and be paid supper money **as** follows **or** supplied a meal of the **same** value.

1 April 1991	-	\$5.00
1 April 1992	-	\$5.50
1 April 1993	-	\$6.00

**Section 9.** If an employee is called in to work, he or she shall receive eight (8) hours' pay unless work is unavailable because of force majeure or labour strife.

**Section 10.** When employees having completed a full shift are called back to work after having left the Employer's property they shall receive a minimum of four (4) hours' pay. All time shall be paid at double time (x2) even if work is not available.

## **ARTICLE 10 - Statutory Holidays**

**Section 1.** The following days shall be considered statutory holidays and eligible employees shall be paid eight (8) times their straight time hourly rate for each holiday.

<b>New Year's</b> Day	Labour Day
<b>Good</b> Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Dominion Day	<b>Christmas</b> Day
B.C. Day	Boxing Day

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

One (1) floater to be determined one (1) month in advance by Management.

Relief employees who work in a higher paid job classification for a minimum of five (5) working days immediately before the statutory holiday(s) will receive the higher straight time hourly rate for each holiday.

To be eligible for statutory holiday pay an employee must have worked at least eighty (80) hours in the four (4) weeks preceding the week in which the holiday occurs. This clause does not apply to employees hired for the Christmas rush and who do not work after the third Friday in December. However, such employees shall be entitled to Statutory Holiday pay in accordance with the qualifications cited in the Employment Standards Act.

For purposes of determining statutory holiday pay entitlement for



employees, **all** paid time off, and **time off** due to sickness or accident **shall** be **counted as** hours worked if the employees would have been scheduled to work such hours they were absent.

**All** work performed on a **statutory** holiday shall be paid for at the rate of double **time** (x2) the employee's regular rate of pay and where **so** entitled, the employee **shall also** receive pay for the **statutory** holiday.

## **ARTICLE 11 • Overtime and Premium Pay**

**Section 1.** All time worked in **excess** of the regular working day, or the basic work week as defined in Article 9, Section 4, **shall** be paid for at the **rate** of time and one-half (**1% x**) the employee's **regular** hourly **rate**. of pay for **the** first two (2) hours **of daily** overtime and at double time (2 x) thereafter.

The employee shall be notified at least **three** (3) **hours prior to** the commencement of overtime. If the employee does not receive three (3) hours' notice **the** employee shall have the right to refuse. The only exception **to** the above is in the **case** of machine breakdown or sickness. Overtime **will** be scheduled and paid in units of no less than 30 minutes **or as** mutually **agreed** in which case in units of **no less than** 15 minutes.

**Section 2.** The first two (**2**) hours worked on Saturday shall be paid for at the rate of time and **one-half** (1%x) and at double time (**2x**) for all hours thereafter. All time worked on Sunday shall be paid for at **twice** (**2 x**) the employee's regular rate of pay. Compensating time **off shall** not be given in **lieu** of overtime pay. **The** Employer will assign overtime by seniority in the classification that is scheduled for overtime.

**Section 3. Shift Premium.** The Employer agrees to pay a premium of ninety-five cents (95¢) per hour to **all employees** working on shifts beginning **between** 3:00 p.m. and 3:00 a.m. **This** premium shall not be considered **as part** of such employee's basic rate.

**Section 4.** The Employer agrees **to pay** a premium to day and night **shift** employees assigned first-aid **responsibilities and** who

are certified in the "Occupational First-Aid Level II or III" designation. The first-aid premium is \$0.70 per hour.

The Employer agrees to reimburse the employee for tuition costs of first-aid courses upon receiving proof of completion, and employees will be granted time off with pay to take the test.

An employee may choose to attend the full-time day classes as scheduled by the W.C.B. in which event the employee shall be given time off with pay, subject to submitting proof of attendance. It is understood that the employee will not receive pay for days missed and the employee must have an acceptable reason for non-attendance. In the event of absence due to illness or accident, the provisions of Article 14, Section 2 shall apply. The Employer shall pay for the cost of such courses.

## **ARTICLE 12 - Vacation with Pay**

**Section 1.** A year of service for purposes of paid vacation shall mean 1700 hours of actual work with the Employer within a calendar year provided, however, that all time absent on paid vacation, paid statutory holiday and time lost due to sickness or accident shall be considered as hours of actual work.

"Years of Service" shall also be deemed to include any period which an employee served in the armed forces, provided that he or she was an employee of the Employer immediately prior to joining the armed services, and resumed employment with the Employer immediately following his or her discharge.

For the purposes of paid vacation where the services of an employee are retained by a purchaser of the business, his or her services shall be deemed to be uninterrupted by the sale or purchase of the business, and shall be binding upon the purchaser.

**Section 2.** The following vacation schedule shall apply:

Employees with "one year of service" but less than four (4) consecutive "years of service" shall receive two (2) weeks of vacation with pay annually.

Employees with ~~four (4)~~ or more consecutive "years of service" shall receive ~~three (3)~~ weeks of vacation with pay annually.

Employees with ~~ten (10)~~ or more consecutive "years of service" shall receive ~~four (4)~~ weeks of vacation with pay annually.

Employees with ~~fifteen (15)~~ or more consecutive "years of service" shall receive ~~five (5)~~ weeks of vacation with pay annually.

Employees with ~~twenty (20)~~ or more consecutive "years of service" shall receive ~~six (6)~~ weeks of vacation with pay annually.

**Section 3.** Vacation pay for vacation provided in Section 2 of this Article shall be computed on the basis of forty (40) hours pay or ~~two per cent (2%)~~ of the employee's earnings for the employee's calendar year prior to leaving on vacation, whichever is the highest for each week of paid vacation to which the employee is entitled. Employees must ~~take~~ vacation to which they are entitled and cannot receive pay in lieu of vacation except as hereinafter provided. Vacations must be taken in units of not less than one (1) week.

Employees who qualify for an additional week of vacation with pay in accordance with Article 12, Sections 1 and 2, shall be entitled to select the extra week in the year in which it is earned, subject to the following conditions:

- (a) The extra week may not be taken off prior to the employee's anniversary date.
- (b) Selection procedure must be in accordance with Section 4, below. If there is no further room for selection during that year, the extra week will be selected the following year.
- (c) If an employee's anniversary date falls between the period September 30th and December 31st, then the extra week's vacation must be selected the following year.
- (d) It is understood that if a week of vacation is carried over to the following year, the selection procedure in Section 4 shall apply.

**Section 4.** Two (2) weeks of an employee's paid vacation shall be consecutive and given during the regular vacation period. April 1st to September 30th. This can be varied if mutually agreeable to the employee and the Employer.

Each employee shall by seniority, select two (2) weeks of their total vacation entitlement. When the process has been completed, each employee shall again, in order of seniority, select the balance of his or her entitlement. However, vacations may not be selected during the period November 15th to December 24th.

For the departments listed below in 1) and 2), four employees may be off on vacation during the periods January 2nd to May 31st and September 1st to November 14th. Three employees may be off on vacation during the period June 1st to August 31st. Due to the needs of the business, the Employer will allow only 1 Smoker, 1 Silent Cutter, 2 Stuffers, 1 Spice Room Employee, 1 Shipping Employee off on vacation in any given week.

For the Sanitation Department, only 1 employee may be off on vacation during the regular vacation period, in any given week.

For the purpose of vacation scheduling, seniority lists shall apply for the following departments:

1. Kitchen, Boning and Meat Receiving
2. Wrapping, Shipping and General Receiving
3. Sanitation.

If during the twelve (12) month period prior to the commencement of the selection procedure an employee performs work in more than one of the above departments, the employee shall select his or her vacation weeks from the list where the majority of hours were worked and prior to moving an employee from one list to another, the Employer and the Union shall discuss and resolve the matter in an equitable fashion.

**Section 5.** When a statutory holiday occurs during an employee's vacation an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had he or she been working. Where an employee receives three (3) or more

weeks' vacation with pay, and a **statutory** holiday occurs during the employee's paid vacation, an **extra day's** pay may be given in lieu of an **extra day's** vacation with **pay**, if, in the **opinion** of the Employer, an extra day's vacation with pay will interfere with vacation schedule or hamper operations.

**Section 6.** Employees **terminating** their employment shall receive payment for vacation allowance in an amount equal to four **(4) per centum** of **the total** wages and **salary** earned by the employees during the **period** of employment for which no vacation allowance has been paid, provided, however, employees entitled to three (3), four (4), five **(5) or six (6)** weeks' vacation, under **the** provisions of Article 12, Section 2 of **this** Agreement, **shall upon** termination of employment, receive an **additional two (2), four (4), six (6) or eight (8) per centum** respectively, of the **total** wages and **salary** earned by the employee during **the period** for which no vacation has been **paid**, provided they give the Employer **two (2)** weeks' notice in writing if they terminate.

**Section 7.** Where an employee has worked throughout a **calendar** year, **but** for less than 1,700 hours of that calendar year **so** that he or she has not earned an annual holiday as defined in Section 1, and when: **his or her** employment has not terminated, **the** Employer shall pay to the employee an amount **equal** to the percentage of the employee's total wages **and salary** earned during the employee's previous calendar year in proportion to **their** consecutive years of employment in accordance with Article 12, Section 2 **and** the employee **shall** have a choice of equivalent paid vacation or **pay** in lieu thereof.

**Section 8.** Employees **who** have vacation **booked** in the prime time **period** and who are laid **off as at** April 1st, will lose their prime time vacation **period** if they **are** not recalled to work prior to the commencement of **the** above **booked** vacation.

If the laid-off employees **return** to work at a later date during **the** same calendar year, **their** lost vacation time may be **re-scheduled** at a time suitable to the Company **and** the employee or the employee may request pay in lieu of vacation.

## ARTICLE 13 - Plant Wage Classifications

**Section 1.** The following hourly rates of pay will apply to those employees on the payroll as of June 29, 1994:

	Effective June 29/1994	Effective April 1/1996
<b>GROUP 1 - SKILLED</b>		
Sausage Maker/Silent Cutter	\$18.15	\$18.37
Hydroflaker/Blender		
Shipping Dispatcher		
Curing Room Operator		
Cooker		
Smokehouse Operator		
Band Sew Operator		
Stuffer Operator		
<b>GROUP 2 - SKILLED</b>		
Shipping Dept. Head	\$16.14	\$16.33
Wrapping/Slicing Department Head		
Receiver		
Spice Mixer		
Casing preparation		
Shipper Helper		
Boner		
Sausage Scaler		
Sanitation Dept. Head		
Linker		
Frankomatic operata		

	Effective June 29/1994	Effective April 1/1996
Sausage Hanger Tier	\$15.29	\$15.47
Casing Helper		
Labeller		
Order Assembler		
Wrapper Packer		
Slicing Machine Operator		
Cleaner		
Label Maker		
Packaging Machine Operata		

The starting rate for new semi-skilled employees hired prior to June 29, 1994 will be as follows:

Date of hire	\$9.00
Following the completion of 1,040 hours worked	\$10.00
Following the completion of 2,080 hours worked	\$11.00
Following the completion of 3,120 hours worked	\$12.50
Following the completion of 4,160 hours worked	Group 3 rate as set out above.

A **premium of twenty cents (20¢)** per hour will be paid to the Packaging Machine Operator as long as he or she completes his or her full scheduled shift in the above-mentioned classification, including time paid for statutory holidays and vacations.

A **premium of fifty cents (50¢)** per hour will be paid to Sausage Maker/Silent Cutter Operator, Hydroflaker/Blender, and Smokehouse Operator as long as he or she completes his or her full scheduled shift in the above mentioned classifications including time paid for Statutory Holidays and vacations.

The meat grinder will be paid a **50¢** per hour premium for all hours worked on meat grinding and combined duties provided he/she completes **four (4) hours** in an eight (8) hour shift in that job. Only one (1) employee at any one time is to receive this premium.

The above premiums shall be paid to any employee relieving an employee in any of the above classifications.

Employees working periodically as Linker and/or Frankomatic Operator to be paid as follows:

If work 6 or more hours per day as Linker and/or Frankomatic Operator	to receive <b>Class 2</b> for the &hour shift.
If work less than 6 hours per day on these jobs	to be paid <b>Class 2</b> rate for all hours so worked and <b>Class 3</b> rate for the balance of the <b>8-hour</b> shift.



Skilled employees hired on or prior to June 29, 1994 will receive the applicable hourly rate of pay as set in Group 1 or Group 2 above.

**Section 2.** The following hourly rates of pay will apply to those employees hired subsequent to June 29, 1994:

	Effective June 29/1994
Sausage Maker/Silent Cutter Operator	\$17.24
Hydroflaker/Blender	\$17.24
Shipping Dispatcher	\$15.06
Curing Room Operator	\$15.06
Cooker	\$15.06
Smokehouse Operator	\$17.24
Stuffer Operator	\$17.24
Shipping Department Head	\$15.33
Wrapping/Slicing Department Head	\$15.33
Receiver	\$13.39
Spice Mixer	\$13.39
Casing Preparation	\$13.39
Shipper Helper	\$12.91
Boner	\$15.33
Sausage Scaler	\$12.91
Sanitation Department Head	\$15.33
Linker	\$13.39
Frankomatic Operator	\$13.39
Sausage Hanger Tier	\$11.40
Casing Helper	\$11.40

Labeller	\$11.40
Order Assembler	\$11.40
Wrapper/Packer	\$11.40
Slicing Machine Operator	\$11.40
	\$12.10
Label Maker	\$11.40
Packaging Machine Operator	\$11.40

The **starting rate** for new employees hired subsequent to June 29, 1994 will be as follows:

Date of hire	\$9.00
Following the completion of 520 hours worked	\$10.00
Following the completion of 1,040 hours worked	the applicable job rate listed in Section 2 above.

**Section 3.** All Foremen and Supervisors' positions, for example, Kitchen Foremen, Assistant Foremen, Shipping, Wrapping and Sanitation Department Heads will enjoy premiums over their coworkers, as set by Management from time to time, not withstanding Article 1 of the Collective Agreement. However, the Union reserves the right to negotiate on these premiums at contract renewal time.

Working foreman shall receive two dollars (\$2.00) per hour above the Group 1 rate listed above in Section 1. Assistant working foreman shall receive one dollar (\$1.00) per hour above the Group 1 rate listed above in Section 1.

Department heads shall receive ninety-five cents (95¢) per hour above the applicable hourly rate listed above in Section 1 or 2. A premium of thirty cents (30¢) per hour shall be paid for part-day relief of Department Heads. Such premium shall be paid for all

hours worked **unless the** Department Head is absent for a full shift in which event the employee relieving the Department **Head** shall receive **the** Department **Head** rate.

**Section 4.** The Company **agrees** to pay a \$500 lump sum payment, less deductions **to those** regular full-time employees who, as of **June 29, 1994**, were **on** the payroll and were actively **at** work. Those regular full-time employees who were **on** the payroll as of **June 29, 1994** but were not actively at work but who **return** to work **prior** to March 31, 1995 **will** be **entitled** to a lump sum payment. **The amount of payment** will be \$500 **reduced** by  $\frac{1}{12}$  **times \$500** for each full **month** of absence between **June 29, 1994** and the **date of** return to work.

The Company **agrees** to pay, in the first pay week following April 1, 1995, a \$500 lump sum payment, less deductions to those regular full-time employees who **are on** the payroll and actively **at** work as at April 1, 1995. Those **regular full-time** employees who **were on** the payroll as **at** April 1, 1995 but **were** not actively at work as of **April 1, 1995** who **return** to work **prior to** March 31, 1996 will be **entitled** to a lump sum payment. **The amount of** payment will be \$500 **reduced** by  $\frac{1}{12}$  **times \$500** for each full **month of** absence between April 1, 1995 and the date of **return to** work.

ARTICLE 14 • Group Insurance, **Sick** Leave,  
Maternity/Parental Leave and Pension Plan

**Section 1.** The **Group Life Insurance** shall be two (2) times the employee's annual **earnings** based on the **previous** calendar year's **earnings**.

The **Employer** **agrees** to pay **the** Doctor's fee for any **medical report** required by the Employer or **the** Insurance Company, either at the time of **hire** or for the **purpose** of qualifying for or maintaining Weekly **Indemnity Benefits**.

The Employer **shall** pay **the total** premium for **the** Group Life **Insurance** and **the** Medical Services Plan.

**Section 2.** Paid sick leave will be accumulated on the basis of four (4) hours paid sick leave for each one hundred and sixty (160) hours worked up to a maximum of 240 hours (30 days), which shall be banked. All additional hours (over 30 days) accumulated, will be paid out at the end of each year at seventy-five per cent (75%) of current rate of said employee. In the case of termination, accumulated hours in the final year as well as the banked hours (240 hours) will be paid out at seventy-five per cent (75%) of the current rate of said employee.

In the case of retirement, accumulated hours in the final year as well as the banked hours (240 hours) will be paid out at 100% of the current rate of said employee.

For the purpose of accumulating sick leave, any absence from work for which compensation is received under the terms of this Collective Agreement, shall be counted as hours worked.

The Employer agrees to provide the Shop Steward with a monthly list of the employees' current sick leave accumulation.

The Employer shall apply any accumulated sick leave to absences due to sickness or non-compensable accident not covered by Insured Weekly Indemnity Benefits (or similar benefits) and must at the request of the employee, supplement Weekly Indemnity Benefits (or similar benefits) but not to exceed the employee's normal earnings.

**Section 3.** Maternity and Parental Leaves will be provided in accordance with the Employment Standards Act of B.C. as amended from time to time.

**Section 4.** The Dental Plan as per Appendix "A" is available to all members. The premiums for this plan are paid one hundred per cent (100%) by the Company.

**Section 5.** Workers' Compensation - Employees who are on compensation shall be paid their wages each week for a maximum

of **four (4)** weeks ~~at~~ their regular hourly **rate**, including Premiums where regularly **assigned** by the Company. **Thereafter**, the employees **shall be** paid the amount he or she is entitled to from the Workers' **Compensation Board**. The employee shall reimburse the **Company** when they receive payment from the Workers' **Compensation Board** if the Employer is unable to arrange that the Board **reimburse** the Company **direct**. **For** the purpose of **this** section, **for** part-time employees, regular hourly rate **shall** be an average of their last **four (4)** weeks and they must have completed **four (4)** weeks to **qualify**.

**Any case** of compensable accident, which results in the employee being unable to **complete his or her** shift, the employee **shall** receive pay for **the balance** of that shift without reduction of **his or** her accumulated sick leave.

**Section 6.** Effective **January 1, 1990**, all eligible active hourly employees became **members** of the C.W.I.P.P.

The Company **agrees to** contribute, **on behalf of** eligible hourly employees, **the sum** of forty-eight cents (48¢) **per hour worked** to **a maximum** of forty (40) hours per week.

Effective **April 1, 1995**, **the above** pension contributions will increase to fifty cents (50¢) **per hour**.

**For** the purpose of remitting **pension** contributions. any absence from work **for** which compensation is received under the terms of this Collective Agreement shall be counted as hours **worked**.

The **parties will** be governed by the **terms** contained in the Participation Agreement signed by the Company on December 20, **1990** and by the **Board of Trustees** on January 17, **1991**.

## **ARTICLE 15 - Medical Services Plan**

The Employer with the approval **and** consent **of** the Union **agrees** that **for** the duration of the **term** of **this** Agreement, it will make

available to all eligible employees covered by **this** Agreement, in addition to regular **M.S.P.** coverage, the Extended Health Benefits **Plan** as set forth in **the** booklet describing such benefits attached hereto as Appendix B.

Extended Health coverage **shall** include Hearing Aid Coverage - maximum \$500 every 5 years - \$25 deductible (**total package**), and Eyeglass Coverage - \$100 maximum yearly - \$25 deductible (**total package**).

It is **understood** that these maxima shall apply **for** each **member** and for **each** dependent

The **total** premiums **for** the **Medical Services** Plan and the Extended Health Benefits **Plan** shall be paid by the Employer.

In the event **of** lay-off, the above benefits will remain in effect **until** **the** end of the month in which the employee **is** laid off. A laid-off individual may elect to remain on the above benefit plans during lay-off, up to a **maximum** of three (3) months, provided the individual pays the monthly **premiums** **at** **the** time **of** the lay-off.

## **ARTICLE 16 - Jury Duty**

**Section 1.** Any employee who **is** *called and serves as a juror or witness* duty where subpoenaed, **shall** be excused from **work** provided such employee notifies **the** Employer **in** advance. Employees summoned or subpoenaed to their own **court case** will not be **paid**

**Section 2.** **Upon** presentation to the Employer of evidence **of** the days served **on** jury duty and/or **as** a witness and the amount **of** compensation received, the Employer **shall** pay the employee the difference in pay **between** the compensation received for jury duty and/or **witness** duty and the employee's regular earnings.

## **ARTICLE 17 - Leave of Absence**

**Section 1.** **After** the completion of **one** (1) year **of** service, the

employees may be granted a leave of absence without pay upon a showing of justifiable reasons. Requests for such leaves shall be in writing and the Employer shall answer such requests in writing. Such leaves of absence may be extended for additional periods for justifiable reasons and upon written request.

Section 2. Leave of absence will not be granted for the purpose of allowing any employee to take another position temporarily, try out new work, or venture into business for himself or herself.

## ARTICLE 18 - Bereavement Pay

Section 1. Employees, after completion of one (1) month of service, will be granted time off, with pay, at the time of bereavement in the event of death of the following relatives:

- (a) Five (5) working days upon the death of a spouse, father, mother, child, sister or brother.
- (b) Three (3) working days upon the death of a grandmother, grandfather, mother-in-law or father-in-law.
- (c) One (1) working day upon the death of a sister-in-law, brother-in-law or grandchild.

Reasonable evidence of such occurrence may be requested from the employee by the employer.

Section 2. For the purpose of this Article, a day's pay means the average daily pay to which the employee is entitled within the payroll period during which his or her absence takes place.

## ARTICLE 19 - Uniforms and Tools

Section 1. Launderable outer work clothing, oilskin aprons, oilskin sleeves, gloves, hair nets and head covering specified by the Company as required for work in the departments of each plant will be supplied to employees.

Such clothing remains the property of the Company and, except with **permission**, shall not be removed from the Company's premises and must be **returned** for new issue or upon separation **will** be paid for by the employee. The Company will make the necessary **arrangements** for the laundering of **such** clothing.

Employees **will** be eligible for an annual footwear allowance of eighty-five dollars (\$85.00), Smokehouse **Operators** and Sanitation **Department** employees will be eligible for an annual footwear allowance of one hundred dollars (\$100.00) rather than \$85.00.

To qualify for the above allowance, an employee must have worked ~~at~~ least 1040 hours in the previous 12 month **period** and be actively ~~at~~ work the week of April 1st. An employee not actively ~~at~~ work April 1st will receive the allowance **provided** he/she **returns** to work **prior** to April 1st the following year. New hires will receive their **initial** allowance following the completion of their probationary **period** and the allowance will be paid on a **proportionate basis**, calculated by multiplying the number of completed months of employment **prior** to April 1st **times** the appropriate allowance divided by 12.

Working apparels of **adequate** quality **used** by employees working in refrigerated areas, shall be **supplied** by and remain the property of the **Employer**.

**Section 2.** The Employer shall furnish all **knives, steels, whetstones, etc.**, which **are** necessary **for** the work of the employees using **them**, subject to the establishment **of** such regulations as **are** necessary to prevent **abuse**. Such **tools and** working equipment shall **remain** the **property** of the Employer.

## **ARTICLE 20 - Management's Rights**

The Union **recognizes** ~~that~~ the management **of** the business and the direction of the working forces including, but not **limited** to, the right **to** hire, suspend ~~or~~ discharge for just cause; **to** relieve employees from duty because of lack of **work**; to determine the



**methods**, processes, and means of production, to determine schedules of **production**; to determine standards of performance and quality; are solely **and** exclusively the responsibility of **the Employer**; **provided further**, however, that none of **the** aforesaid rights shall be exercised in violation of the provisions of **this Agreement**.

## **ARTICLE 21 - Miscellaneous**

**Section 1.** It is understood that where the word "he" is used in **this Agreement**, it **can** also apply to female employees.

**Section 2.** The Accident Prevention **Committee** shall meet regularly. **A Union Representative** shall be entitled to attend meetings of **the committee**.

**The union and the Employer** mutually recognize the requirement to comply with **the W.C.B. of B.C. Regulations**.

**Section 3.** **A locker** with a locking device shall be **supplied to** each employee.

**Section 4.** **The Company** agrees to provide notice boards **where** bulletins authorized by **the Union** concerning the following may be **posted** by a person **so authorized** by **the Union**:

- 1. Meeting Notices**
- 2. Safety Information.**

Any **other** bulletins may only be **posted** with the prior approval of **the Plant Manager or** designate.

**Section 5.** **The Company** agrees to continue to pay the full **cost** of Group Insurance, Pension and **Medical Services Plan** including Extended Health coverage when **an** employee is absent **on** paid sick leave (including U.I. sick benefits), maternity/paternity leave or receiving pay **from Workers' Compensation** (including **claims** and **appeals** supported by **medical evidence**) to a maximum of **thirty-nine (39) weeks** **from** the date of the illness or accident.

The Company also agrees that an employee absent for the above reasons will accumulate vacation pay and statutory holiday pay for the **same period**.

## **ARTICLE 22 - Termination**

Except **as** otherwise provided herein, this Agreement shall be effective from **June 29, 1994** to and including March 31, 1997 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, 1997, **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) of the Labour **Code** of British Columbia Act and the **same** shall not be applicable to **this** Agreement.

Agreement signed **this** 30th day **of** September. **1994**.

**FOR UNITED FOOD AND  
COMMERCIAL WORKERS  
INTERNATIONAL UNION,  
LOCAL 2000**

---

Lou Regenwetter  
H. Lohninger  
A.S. Mitchell

**FOR VANCOUVER FANCY MEATS,  
A MEMBER OF MAPLE FOODS  
INC., VANCOUVER, BRITISH  
COLUMBIA**

---

M. Parkinson  
W.F. Sanford  
L. Eschelmuller

## APPENDIX "A" • DENTAL PLAN

Cost to Employee: None  
Deductible: None  
Waiting Period: Three (3) months

### Basic Coverage • Plan A

90% Co-insurance

#### Covers:

- Diagnostic: Including visits and consultations. Diagnostic **services** (X-Ray).
- Preventative: **Prophylaxis**. **Topical** application of Fluoride solutions. **Space** maintainers (when used **primarily** to **maintain space**).
- Oral Surgery: Including extractions and other *oral surgery* not covered **under a** government plan.
- Restorative: Including amalgam, synthetic porcelain, plastic restorations.
- Endodontics: Including necessary **procedures** for the treatment of **diseases** of the pulp. chamber and pulp **canals**.
- Periodontics: Including necessary procedures for **the** treatment **of the** tissues supporting **the teeth**.

### Major Restorative and Prosthetics - Plan B

60% Co-Insurance

Bridges, partial and complete dentures  
(provided **only** every five **(5)** years.)

**Orthodontics - Plan C**  
**50% Co-insurance**  
Correction of malposed teeth.

**Limitations:**

- **Maximum Annual Benefits - Plan A and B** \$1,500.
- **Maximum Lifetime Benefits - Plan C** \$650.

**Pre-Determination of Benefit**

Where a **treatment** is expected to exceed \$250, the dentist should submit a detailed estimate and description of the services involved before the claim will be considered.

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**APPENDIX "B" - EXTENDED HEALTH BENEFITS PLAN**

**Benefits**

A full description of the **Extended Health Benefits** may be found in the M.S.A. brochure dated April, 1981. The brochure is available from the Employer.

## LETTER OF UNDERSTANDING

Between:

**VANCOUVER FANCY MEATS  
(DIVISION OF THOMAS J. LIPTON INC.)  
(The Employer)**

and

**UFCW UNION, Local No. 2000  
(The Union)**

### RE: STATUTORY HOLIDAYS

The Employer *agrees* that in the event that the parent Company introduces a Company-Wide Plan which includes Easter Monday as a **Statutory** holiday, ~~then~~ Easter Monday shall be added to the list of **statutory** holidays in Article 10 of the Collective Agreement

Signed this 30th day of July, 1991.

**For the Union** \_\_\_\_\_

Alan M a c h  
Joyce Kosovic  
Lou Regenwetter  
H. Lohninger  
Chris Schoepgens

**For the Employer** \_\_\_\_\_

Peter McTait  
Darrel Anderson  
W. Ron Davidson

## LETTER OF UNDERSTANDING

August 1, 1994

**United Food and Commercial Workers  
International Union**  
*Local* No. 2000  
379 - 12th Street  
New Westminster, B.C.  
V3M 4H5

**Dear sirs:**

This will confirm to you *that* it is om Company's intention to continue during the term of a new Collective Agreement our present practice of supplying at our expense, *tea*, coffee, milk, sugar and sausage to employees entitled to a meal period, in the same manner as is being done at *the present time*.

Yours truly,

**VANCOUVER FANCY MEATS**  
A Member of Maple Leaf Foods Inc.

**W.F. Sanford**  
General Manager

## LETTER OF UNDERSTANDING

### Re: Distribution of Overtime - Sanitation Department

For the duration of this Agreement, the parties have agreed that overtime in the Sanitation Department will be distributed equally, where possible, among all employees normally performing such work on the job where overtime is necessary.

The foreman and steward will be responsible for monitoring and distributing overtime on an equitable basis.

Signed this 23rd day of June, 1994.

**FOR UNITED FOOD AND  
COMMERCIAL WORKERS  
INTERNATIONAL UNION,  
LOCAL 2000**

---

A.S. Mitchell  
H. Lohninger  
Richard Drygalski  
Lou Regenwetter

**FOR VANCOUVER FANCY MEATS,  
A MEMBER OF MAPLE FOODS  
INC., VANCOUVER, BRITISH  
COLUMBIA**

---

L. Eschelmuller  
W.F. Sanford  
M. Parkinson

## MEMORANDUM OF AGREEMENT

### Re: 9 Hour Shifts

Notwithstanding Article 9, Section 4 of the Collective Agreement, **the parties agree that the Employer may implement schedules in excess of 8 hours per shift but the hours will not exceed 9 hours daily scheduled on the basis of 4 shifts per week.**

**An employee will receive 3 days' notice of a change in schedule where the Employer has decided to implement a schedule consisting of four 9 hour shifts for the week. An employee working on 9 hour shifts will receive 2 days' notice of a change in schedule where the Employer schedules the work back to 8 hours per day, 5 shifts per week.**

**When working on a 9 hour schedule, all hours worked in excess of 9 hours per shift or 40 hours per week shall be paid for at the rate of time and one-half (1½x) the employee's regular rate of pay for the first two (2) hours of daily overtime and at double time (2x) thereafter.**

Agreed this 23rd day of June, 1994.

**FOR UNITED FOOD AND  
COMMERCIAL WORKERS  
INTERNATIONAL UNION,  
LOCAL 2000**

---

AS. Mitchell  
H. Lohninger  
Richard Drygalski  
Lou Regenwetter

**FOR VANCOUVER FANCY MEATS,  
A MEMBER OF MAPLE FOODS  
INC., VANCOUVER, BRITISH  
COLUMBIA**

---

L. Eschelmuller  
W.F. Sanford  
M. Parkinson



## MEMORANDUM OF AGREEMENT

### Re: Employees on Rate Protection

For the duration of the Agreement, the Employer agrees to pay the following individuals the *Group 2* rate, in Article 13, Section 1, when performing work listed in Group 3.

- Mira Perak
- Kata Rukavina
- Andre Marcoux

Agreed this 23rd day of June, 1994.

FOR UNITED FOOD AND  
COMMERCIAL WORKERS  
INTERNATIONAL UNION,  
**LOCAL 2000**

---

A.S. Mitchell  
H. Lohninger  
Richard Drygalski  
Lou Regenwetter

FOR VANCOUVER FANCY MEATS,  
A MEMBER OF MAPLE FOODS  
INC., VANCOUVER, **BRITISH**  
**COLUMBIA**

---

L. Eschelmuller  
W.F. Sanford  
M. Parkinson

## LETTER OF UNDERSTANDING

Between

**VANCOUVER FANCY MEATS**  
**A Member of Maple Leaf Foods Inc.**

And

**UNITED FOOD AND COMMERCIAL WORKERS**  
**INTERNATIONAL UNION,**  
**Local No. 2000**

Prepared from Letter of Understanding signed by the parties on July 30, 1991 and amended where necessary in accordance with Memorandum of Settlement signed by the parties on June 23, 1994.

In conjunction with the existing collective agreement (June 29, 1994 - March 31, 1997) between the parties, this Letter of Understanding details the specific way in which the provisions of the collective agreement will apply to the unionized office employees of Vancouver Fancy Meats from June 29, 1994 to March 31, 1997.

### ARTICLE 1 - RECOGNITION

To include office employees as part of the existing bargaining unit following the ruling by the IRC of B.C.

### ARTICLE 4 - VISITS OF UNION REPS

Authorized officers of the Union will have access to the office on the same basis as the plant.

### ARTICLE 5 - TERMINATIONS, ETC.

**Section 1:** The Company will have the right to establish office rules etc. on the same basis as the plant.

**Section 5(c):** Recognize the 37½ hour work week for office employees.

## **ARTICLE 6 - GRIEVANCE PROCEDURE**

- i) The Company agrees that whenever an interview is held with an employee which becomes part of his/her record, the Union Steward will be present at the option of the employee.
- ii) An office employee may request to review his/her personal file in the presence of a Company representative.

## **ARTICLE 8 - SENIORITY**

**Section 1(a) & 1(b):** The probationary period for office employees to be 90 calendar days.

**Section 2:** Not likely to apply to office employees but language O.K. for term of this agreement.

**Section 3:** O.K.

**Section 4:** Office seniority list to be separate from the plant seniority list. Also clarified that, in the event two (2) office employees with similar skills and qualifications apply for the same posted vacancy, the employee with the most seniority will be given first consideration. The Company to prepare job Descriptions and seek employee input.

## **ARTICLE 9 - HOURS OF WORK**

**Section 1:** Company to maintain current use of summer office hours subject to business needs from May 24th to Labour Day weekend.

**Section 2**  
**paragraph 1:** Not applicable to office employees.

**Time Clocks:**

- (a) **Office** employees to clock in/out at start and finish of shift.  
*Also at start and finish of lunch break if leave building.*

- (b) Regular break times:

	Start	Finish
Morning	10:00 a.m.	10:15 a.m.
Afternoon	2:30 p.m.	2:45 p.m.

If employee unable to take the regular break time because of work, e.g., dealing with customer on phone, the break must start no later than.

Morning	10:30 a.m.
Afternoon	3:00 p.m.

- (c) 

Normal Hours	8:00 a.m.	4:00 p.m.
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**Section 3:** Not applicable.

**Section 4:** To be revised to recognize:  
 (a) 5 x 7½ days  
 (b) Tuesday to Saturday as regular work week for the General Clerk

**Section 5:** O.K. at 30 minutes.

**Section 6:** O.K. see notes under Time Clocks above.

**Section 7:** Not applicable.

**Section 8:** Paragraph 1 - delete.  
 Paragraph 2 - as in present Agreement.

**section 9:** O.K. subject to 7½ hour day.

**Section 10:** O.K.

## ARTICLE 10 - STATUTORY HOLIDAYS

O.K. subject to 7½ hour day.

## ARTICLE 11 - OVERTIME AND PREMIUM PAY

**Section 1:** O.K. as is.

**Section 2:** O.K.

**Section 3:** Premium to be paid to office employees who replace the regular p.m. shift employee.

**Section 4:** Will apply to one (1) office employee who wishes to take the First Aid course.

## ARTICLE 12 - VACATION WITH PAY

**Section 1:** Use 1600 hours for office employees.

**Section 2:** O.K.

**Section 3:** For office employees, use 37½ hours.

**Section 4:** Paragraph 1 - change to: "February 1 to January 31"

Paragraph 2 - O.K.

Paragraph 3: Change to: "December 1 to January 31 and/or the month-end reporting week. Only one (1) employee from the office bargaining unit may be off at one time except with the agreement of the Company. Balance of paragraph not applicable."

Balance of Section 4 - Does not apply to salaried employees.

**Section 5:** O.K.

**Section 6:** O.K.

**Section 7:** O.K. except 1600 for *salaried* employees.

**Section 8:** O.K.

### ARTICLE 13 • OFFICE WAGE CLASSIFICATIONS

		October 1/93	April 1/96
<b>Minimum Rates of Pay - Employees Hired On or After June 1, 1991</b>			
Level I	Accounts Payable	\$11.54	\$11.76
	Accounts Receivable		
	Costing <i>clerk</i>		
Level II	Switchboard	\$10.24	\$10.43
	General Clerk 1		
Level III	General Clerk 2	\$9.34	\$9.52
<b>Rates of Pay - Employees Hired Prior to June 13, 1991</b>			
Level I	Accounts Payable	\$13.68	\$13.90
	Accounts Receivable		
	Costing Clerk		
Level II	Switchboard	\$12.16	\$12.35
	General Clerk 1		
Level III	General Clerk 2	\$9.72	\$9.90

If an office employee performs the duties of a higher job classification for more than four (4) hours per day, he/she will receive the wage rate of the employee being replaced for the complete shift.

The Company agrees to pay a \$500 lump sum payment, less deductions to those regular full-time employees who, as of June 29, 1994, were on the payroll and were actively at work. Those

regular full-time employees who were on the payroll as of June 29, 1994 but were not actively at work but who return to work prior to March 31, 1995 will be entitled to a lump sum payment. The amount of payment will be \$500 reduced by  $\frac{1}{12}$  times \$500 for each full month of absence between June 29, 1994 and the date of ~~return~~ to work

The Company agrees to pay, in the first pay week following April 1, 1995, a \$500 lump sum payment, less deductions to those regular full-time employees who are on the payroll and actively at work as at April 1, 1995. Those regular full-time employees who were on the payroll as at April 1, 1995 but were not actively at work as of April 1, 1995 who return to work prior to March 31, 1996 will be entitled to a lump sum payment. The amount of payment will be \$500 reduced by  $\frac{1}{12}$  times \$500 for each full month of absence between April 1, 1995 and the date of return to work.

Balance of Article 13 does not apply to office employees.

## ARTICLE 14 • GROUP INSURANCE? SICK LEAVE AND PENSION PLAN

## ARTICLE 15 • MEDICAL SERVICES PLAN

## ARTICLE 16 • JURY DUTY

## ARTICLE 17 • LEAVE OF ABSENCE

## ARTICLE 18 • BEREAVEMENT PAY

## APPENDIX "A" • DENTAL PLAN

## ARTICLES 14-18 inclusive plus APPENDIX "A"

Not applicable to office employees who remain covered under the current Salaried Benefits Plan, Company-paid and Unpaid Leave

policies and the Maple Leaf Foods Inc. Pension Plan. Article 14, Section 3 re ~~Maternity~~ and Parental Leaves does apply.

**Note:** ~~Medical~~ and dental appointments - *office* employees eligible to be paid up to two (2) hours regular pay per visit. Application of ~~provision~~ to be monitored for the balance of the term ~~of~~ the agreement.

## ARTICLE 19 • UNIFORMS AND TOOLS

Not applicable to office employees.

## ARTICLE 20 - MANAGEMENT RIGHTS

O.K.

## ARTICLE 21 • MISCELLANEOUS

Section 1: O.K.

Section 2: Not applicable.

Section 3: Not applicable.

Section 4: O.K.

Section 5: ~~Not~~ applicable.

Section 6: The Company will pay one hundred per cent (100%) of the tuition costs for any office employee required by the Company to attend a training course/seminar.

## ARTICLE 22 • TERMINATION

O.K.



**LETTER OF UNDERSTANDING - RE: STATUTORY  
HOLIDAYS**

**O.K.**

**LETTER OF UNDERSTANDING - RE: FOOD, ETC.**

**O.K.**

**LETTER OF UNDERSTANDING - RE: DISTRIBUTION OF  
OVERTIME - SANITATION DEPARTMENT**

**Not applicable.**

**MEMORANDUM OF AGREEMENT - RE: 9 HOUR SHIFTS**

**Not applicable.**

**MEMORANDUM OF AGREEMENT - RE: EMPLOYEES ON  
RATE PROTECTION**

**Not applicable.**

**Signed this 30th day of September, 1994.**

**FOR UNITED FOOD AND  
COMMERCIAL WORKERS  
INTERNATIONAL UNION,  
LOCAL 2000**

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**Lou Regenwetter  
H. Lohminger  
A.S. Mitchell**

**FOR VANCOUVER FANCY MEATS,  
A MEMBER OF MAPLE FOODS  
INC., VANCOUVER, BRITISH  
COLUMBIA**

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