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|-------------------|------|----|----|
| SOURCE            | Comp |    |    |
| EFF.              | 94   | 05 | 01 |
| TERM.             | 97   | 04 | 30 |
| No. OF EMPLOYEES  | 52   |    |    |
| NOMBRE D'EMPLOYÉS | dF   |    |    |

RETAIL WHOLESALE UNION AGREEMENT

BETWEEN:

**RETAIL WHOLESALE UNION LOCAL 580**

**AND:**

**LUCERNE FOODS LTD JAM PLANT**

DURATION OF AGREEMENT:

FROM: MAY 1, 1994  
TO: APRIL 30, 1997



RETAIL WHOLESALE UNION AGREEMENT  
BETWEEN

RETAIL WHOLESALE UNION LOCAL 580  
AND  
LUCERNE FOODS LTD. JAM PLANT

TABLE OF CONTENTS

| ARTICLE |   | PAGE  |
|---------|---|-------|
| I       | DEFINITION . . . . .  | 4-5   |
| II      | UNION RECOGNITION . . . . .                                   | 5-6   |
| III     | UNION SECURITY . . . . .                                      | 6-7   |
| IV      | MANAGEMENT . . . . .  | 7-8   |
| V       | HOURS OF W O K . . . . .                                      | 8-15  |
| VI      | WAGES - CLASSIFICATIONS<br>JOB POSTINGS . . . . .             | 15-18 |
| VII     | SENIORITY . . . . .   | 19-22 |
| VIII    | VACATIONS . . . . .   | 22-27 |
| IX      | SAFETY AND HEALTH . . . . .                                   | 27-29 |
| X       | GRIEVANCE PROCEDURE . . . . .                                 | 29-31 |
| XI      | DISCHARGE CASES . . . . .                                     | 31-32 |
| XII     | SICK LEAVE . . . . .  | 32-33 |
| XIII    | COMPANY GROUP INSURANCE PLAN<br>& B.C. MEDICAL PLAN . . . . . | 33-35 |
| XIV     | AUTOMATION . . . . .  | 35-37 |
| XV      | JURY DUTY . . . . .   | 37    |
| XVI     | FUNERAL LEAVE . . . . .                                       | 38    |
| XVIIi   | LABOUR DISPUTES . . . . .                                     | 38    |
| XVIII   | UNION BUSINESS . . . . .                                      | 38-39 |
| XIX     | PREPAID DENTAL PLAN . . . . .                                 | 39-40 |
| XX      | ACCUMULATED TIME OFF . . . . .                                | 41-42 |
| XXI     | LEAVES OF ABSENCE . . . . .                                   | 42-43 |

TABLE OF CONTENTS ... continued

| <b>ARTICLE</b>           |  | <b>PAGE</b> |
|--------------------------|--|-------------|
| XXII                     | <b>NEW HIRING PROCEDURES</b> . . . . . | 43          |
|                          | PENSION PLAN . . . . .                 | 44-46       |
| XXIV                     | SEXUAL HARASSMENT . . . . .            | 46          |
| XXV                      | DURATION OF AGREEMENT . . . . .        | 46-47       |
| APPENDIX "A"             |  |             |
|                          | CLASSIFICATIONS/HOURLY RATES. . . . .  | 48-50       |
| LETTERS OF UNDERSTANDING |  |             |
| RE                       | <b>VACATION</b> SELECTION . . . . .    | 51-52       |
| RE                       | COMPANY PENSION PLAN . . . . .         | 53-54       |
| RE                       | PRODUCTIVITY REVIEW . . . . .          | 55-58       |

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THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

BETWEEN:

**LUCERNE FOODS LTD. JAM PLANT**

a body corporate duly incorporated under the laws of British Columbia and having a its place of business at 7155 - 11 Avenue Burnaby, Province of British Columbia.

(hereinafter referred to as the "Company")

OF THE FIRST PART;

AND:

**RETAIL WHOLESALE UNION LOCAL 580**

(hereinafter referred to as the "Union")

OF THE SECOND PART;

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationship between the employees and the Company and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

NOW, THEREFORE, THIS AGREEMENT **WITNESSETH:**

## **ARTICLE I - DEFINITION**

**Section 1.** The term "employee" as used in this Agreement includes all employees working in the Company's plant operations except as specified in Section 2.

**Section 2.** The foregoing Section 1 of this Article I shall not apply to office employees, Laboratory technicians, maintenance men and those employed in the heat and power plant.

## **ARTICLE II - UNION RECOGNITION**

**Section 1.** The Company recognizes the Union **as** the exclusive bargaining agent for the employees as defined in Article I during the ~~term~~ of this Agreement and agrees to negotiate with the Committee selected by the Union looking toward a peaceful and amicable settlement of any difference that may arise between the Company and the Union.

**Section 2.** There shall be no discrimination against any employee because of Union activities.

**Section 3. Bulletin Boards -** The Company shall provide a reasonable number of bulletin boards for the purpose of posting Union and Company notices, copies of this Agreement and official papers. All such Union material may be posted only upon the authority of officially designated Representatives of the Union.

### **Section 4. Shop Stewards**

(a) There shall only be one (1) Job Steward and Shop Stewards as the demand requires, appointed if the Union so wishes, to see whether the members of the Union and the Employer live up to the provisions of this Agreement and to report any infractions of such provisions to the Plant Manager or his Assistant who shall promptly deal with same. The Stewards **shall** be employees of the Employer. There shall be no discrimination against the Stewards for lawful Union activities.

(b) The Stewards shall have no authority to alter, amend, violate or otherwise change any part of this Agreement.

(c) The Employer will recognize the Stewards selected in accordance with the Union rules and regulations as the representative of the employees in the respective groups or departments for which they are chosen and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.

(d) The Union will advise the Employer of the identity of all Stewards.

(e) Stewards shall be allowed to meet with Management on grievances during working hours, without loss of pay.

### ARTICLE III - UNION SECURITY

**Section 1.** All employees now members of the Union shall as a condition of employment remain members of the Union. All new employees shall become and remain members of the Union upon the completion of their probationary period with the Company. All employees, shall as a condition of employment, pay Union dues.

**Section 2.** Upon written authorization from the employee, the Company agrees to deduct by the 15th day of each month, out of wages due to such employee, the monthly dues and initiation fee and/or assessments of such employee.

(a) All Union dues and initiation fees and/or assessments so deducted shall be remitted by the Company to the Secretary of the Union within seven (7) days after the date of the said deductions, together with a list of the names of the employees from whom deductions were made.

(b) The Employer agrees to submit deductions and names in alphabetical order on forms supplied by the Union providing an explanation for each employee for whom deductions were not made, i.e.

1. Employee laid off.
2. Retired.
3. Deceased.
4. Voluntary termination.
5. Discharged.

**Section 3.** Only members of the Union shall perform work as defined under Article I, Section 1, except for instruction and training and in instances where **special** skills, expertise or experience are required, or as otherwise mutually agreed by the Management and the Grievance Committee.

## **ARTICLE IV - MANAGEMENT**

The Union agrees that management of **the** Company and the direction of the working force, including **the** right to plan, direct and control plant and warehouse operations; to maintain the discipline and efficiency of the **employees** and to require employees to observe Company rules and regulations; to hire, lay-off, suspend, demote and discipline, the discharge of employees for just cause, and all matters requiring judgment of the competency of employees, are the sole right and function of the Employer.

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

The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Union.

## ARTICLE V - HOURS OF WORK

### Section 1.

(a) The normal work day for each employee shall be eight (8) hours with a half (1/2) hour off for lunch and a consecutive five (5) day, forty (40) hour work week, Monday to Friday, providing work is available for each employee. Scheduled full time employees who commence work in any day shall be guaranteed work for eight (8) hours or shall receive eight (8) hours' pay except as provided in Article VI. Employees called in after commencement of the shift are guaranteed four (4) hours' pay, and the Company will endeavour to provide eight (8) hours work.

(b) Where necessary, employees will be advised prior to the end of their shift of the working hours for the following day.

(c) Any employee who works on afternoon shift during a week shall be paid at straight time rates for all hours after Friday midnight, provided such hours are a continuation of a shift commencing on a Friday and that the employee **has** not worked eight (8) hours on that shift and forty (40) hours that week.



**Section 2.** Any hours worked in excess of eight (8) hours in any one (1) day shall be paid for at the rate of double time.

(a) All time worked on a Saturday shall be paid at double time except as in (a) above. All hours worked on a Sunday shall be paid at double time.

(b) If overtime of one (1) hour or less is worked, there shall be no rest break. If overtime is worked over one (1) hour but less than two (2) hours, there shall be a paid fifteen (15) minute break. If overtime is worked for more than three (3) hours up to four (4) hours, then there shall be an additional fifteen (15) minute paid break.

### **Section 3.**

(a) When employees report for work at a specified time, they shall be paid from that time, even though there may be no work for them to do, with a minimum guarantee of four (4) hours' pay for temporary employees and as per Section (a) herein for full time employees.

(b) Any employee called to work in any emergency after his working day has been completed and he has gone home shall be paid a minimum of four (4) hours' pay at the rate of double (2) time.

### **Section 4.**

(a) In order that an accurate record of hours worked are kept, the Employer shall install a time clock and time cards. Each employee upon commencing work for the Employer shall be issued a time card. Said time card shall be punched before commencing work and upon completion of an employee's work, and all time shown thereon be paid for as stated above.

(b) For payroll purposes time and overtime shall be calculated to the nearest fifteen (15) minute mark (i.e. less than seven (7) minutes will not be paid; over seven (7) minutes shall be paid for fifteen (15) minutes).

(c) Employees shall be paid One Dollar and Seventy Cents (\$1.70) in addition to their regular rate for all hours worked on any shift starting between 1:00 p.m. and 6:00 a.m. Effective August 13, 1990, new employees shall be paid one Dollar (\$1.00) per hour in addition to their regular rate of pay for the first eighteen (18) months.

(d) Where an employee is not given ten (10) consecutive hours free from duty, he shall be paid a penalty rate of time and one-half (1 1/2) his normal rate for all hours less than the ten (10) that are worked by the employee, in addition to all other wages the employee would be entitled to. It is understood, however, that if by mutual agreement the employees concerned and Management agree that the ten (10) hour break will not be observed, then the penalty rate shall not apply.

(e) Shifts will not be changed from day shift to night shift or vice versa in the middle of a week, but only at the start of or at the end of each week. When a night shift is instituted for either a full week or part of a week, an employee when assigned to it shall remain on the night shift for its duration that week, except by mutual consent between the Employer and the employee.

(f) For all work other than fresh fruit, the Employer shall give at least twenty-four (24) hours' notice of a second or third shift being required.

(g) When an extra shift is required, the Management will place someone in charge. If it is **an** employee coming under the Agreement, he or she shall be paid **fifty (50)** cents per hour in addition to his or her regular rate of pay.

(h) It is the sole right and function of **the** Employer to designate and change the hours of operation of the plant and the hours of work of each employee. This shall not alter the provisions of hours of work and overtime sections of this Agreement.

### **Section 5. Emergencies**

In the event an emergency occurs and there is a shutdown of a plant operation, the following shall apply:

(a) Employees so affected shall receive a minimum of four (4) hours' pay regardless of whether they worked fewer hours on their shift that day.

(b) The Employer may request the employees to go home, and if so, they would not be paid for the balance of their shift.

(c) If the Employer decided to have **the** employees stay in the plant, then they shall be paid at straight time rate for such waiting time in the plant until the plant commenced operations.

(d) Overtime will be paid after eight (**8**) hours on the job, including waiting time.

(e) Scheduled hours lost due to emergencies will not disqualify a person from his/her A.T.O. entitlement.

**Section 6. Lunch and Rest Breaks**

Effective August 13th, 1990 lunch breaks for all employees may be staggered to allow for continuous operation. In the event employees are worked longer than five (5) hours without a meal break, they shall receive double (2s) their regular rate of pay for all time they work beyond five (5) hours, until they receive their meal break.

When one (1) or more employees leave the operation at which they are working for the purpose of assisting or relieving another operation, or while on a break or lunch period, the first operation shall not continue in operation to the extent that upon the return of the employees they are required to work at a faster than normal rate of speed so as to catch up to or to absorb the accumulated work.

Each employee shall receive a fifteen (15) minute break in each half of his daily shift. The time for said breaks to be determined by Management. However, such shall not be scheduled earlier than one and one-half (1 1/2) hours from the commencement of each half of an employee's work shift, nor later than two and one-half (2 1/2) hours following the commencement of each half of a shift.

**Section 7. Statutory Holidays**

(a) Employees shall be entitled to the following statutory holidays, or any other so proclaimed by the Provincial or Federal Government without a deduction in pay:

|                |                  |                                 |
|----------------|------------------|---------------------------------|
| New Year's Day | Canada Day       | Christmas Day                   |
| Good Friday    | Labour Day       | Boxing Day                      |
| Victoria Day   | Thanksgiving Day | Employee's <del>Birth</del> day |
| B.C. Day       | Remembrance Day  |                                 |

(b) The day declared **as** the holiday by the Provincial Government shall be the day recognized by the parties as the holiday, and employees shall be entitled to eight (8) hours' pay for each of these days provided they meet one (1) of the following requirements:

- (i) The employee works four (4) shifts of not less than seven (7) hours each during the week in which the General Holiday is observed; or
- (ii) The employee has worked a minimum of sixty-four (64) hours in the four (4) week period immediately prior to the General Holiday occurring; or

Employees hired after August 13th, 1990 must work a minimum of one hundred and twenty-eight (128) hours in the four (4) week period immediately prior to the General Holiday occurring.

- (iii) The employee has been laid off within the ten (10) days immediately preceding a General Holiday, provided that employee **was** employed by the Employer for at least a total of sixteen hundred (1600) hours in the calendar year prior to the lay-off.

(c) Employees who are entitled above shall be paid for each General Holiday even if it falls on their weekly days off or their vacation.

(d) In addition to the General Holiday pay, employees who are required to work on a General Holiday shall **be** paid double their regular hourly rate for all hours actually worked on the General Holiday.

Employees who are entitled as per above shall be paid at their regular rate or the rate received on the last working day prior to the Holiday, whichever is the greater.

It is agreed that the employee is entitled to observe his/her birthday on the actual day of the birthday, or if it falls on the employee's days off it shall be observed on such other day **as** may be agreed upon between the Employer and the employee.

If any statutory holiday occurs when an employee is off work and receiving Weekly Indemnity, Workers' Compensation' the employee shall receive 100 percent pay from all sources for that day.

If any statutory holiday occurs when an employee is on vacation or A.T.O. the employee shall receive a day off in lieu of such holiday pay.

If an employee is on Workers' Compensation or Weekly Indemnity at the year end, any accumulated statutory holidays scheduled but not taken will be rescheduled in the following year at the Company's discretion.

When statutory holidays fall during an employee's vacation or Accumulated Time Off, such holiday shall be scheduled with their Accumulated Time Off at an earlier or later date.

If an employee is on Sick Leave **as** set out in Article XII, the employee shall be paid his full pay for any statutory holidays occurring during such period and such days pay shall not be deducted from the employee's Sick Leave Credits.

Lead Hand, shift, First **Aid** and other classified job differentials shall be included in the amounts paid for General Holidays.

## **ARTICLE VI - WAGES - CLASSIFICATIONS JOB POSTINGS**

**Section 1.** Wages and classifications of work are set out in the attached Appendix "A".

(a) Time shall be computed from the time the employee commences his day's work until he is released from duty by the Employer and paid as provided for in Appendix "A".

(b) When an employee meets with ~~an~~ accident at work, he or she shall be paid a full day's wages for the day of the accident.

(c) When an employee is temporarily removed from his regular work and placed on other work for a period of one (1) hour or more on a shift for the Employer's convenience, he shall be paid his regular rate of pay or the rate of the other work, whichever is the greater. Regardless of age or sex, equal pay for equal work will prevail, if the work ordinarily carried out can be performed without further assistance. Further to this, if any employee regularly relieves a higher rated employee for lunch or coffee breaks, the relieving employee shall **be** paid the higher rate for all such time worked. (This is intended to cover the relief of the following job classifications: Peanut Roaster, Production Lead Hand.)

(d) Irrespective of the above, where an employee should request to change his occupational classification to one having a lower wage rate, when one is open or available, and the request is granted, it is agreed that the lower wage rate applicable will apply from the date the change in occupational classification took place. All such requests must be in writing and signed by the employee. If the request is denied, the matter may become a grievance.

(e) In the event that the Employer institutes a fresh fruit operation during the fresh fruit season of any year, the Employer shall so notify the Union, and the parties shall discuss the wage rates applicable to the Seasonal Help classifications. If the parties fail to agree upon said wage rate, the matter shall be settled pursuant to the Grievance Procedure.

## **Section 2. Pay Day and Pay Statements**

(a) Pay day shall be on a weekly basis, except when a General Holiday falls on the day previous, then each employee shall be paid his or her wage plus any overtime earned in the pay period to the end of the proceeding pay period, at no later time on the pay day than each employee's quitting time. If for some reason the cheques will not be available on **that date**, the Employer will so advise the employees as soon **as** possible.

(b) All employees will be given a statement with all pay cheques, showing number of hours worked, plus overtime if any, how the amount is computed, including deductions if any, and the net earnings.

(c) For those employees who work at more **than** one (1) hourly rate during the pay period, a code key will be placed on the Bulletin Board denoting the various classifications.



(d) If any employee has any queries or doubts **as** to whether his or her rates are correct, he or she may receive additional information from the records in the office upon request.

(e) No employee shall be required to sign an inaccurate statement of hours worked on any one (1) week before he can receive his pay for that week.

(f) There shall be no coercion or intimidation in solicitation of funds of the employees by Management, for charity or other purposes. employees will determine of their own accord if they desire or not to contribute.

### **Section 3.**

(a) When a job vacancy or training are required the employer shall post same on the bulletin board for a minimum of three (3) working days.

Written applications may be received during the three (3) working days of posting.

(b) Promotions - length of service shall be the governing factor in promotions providing the factors of being capable, merit and ability are relatively equal among those involved.

(c) Promotions shall be made to those who are qualified or capable of being qualified with training to **perform** the work to be done. In the event a senior applicant **is** not given a trial period, management shall discuss the matter **with** the Grievance Committee prior to filling the job **vacancy**.

(d) Employees on vacation or leave of absence **up** to a maximum of one (1) month, exclusive of the vacation period, at such time shall have the privilege of applying **when** they return.

**Section 4.**

(a) When new job classification are established, **as** deemed necessary or advisable by the Employer, a rate shall be set by the Employer and the Union shall be notified. if, after a trial period of **thirty** (30) days, the Union deems such rate established by the Employer to be unsatisfactory, the dispute shall be settled pursuant to the Grievance Procedure.

(b) Wherever there is a major change in job content or work assignments, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure, to a final conclusion.

**Section 5.**

(a) It is understood that employees having posted positions in the Shipping and Receiving Departments shall have first opportunity (by seniority) to fill any temporary vacancies in their respective departments. The resultant vacancy will be filled by the employee receiving the departments "Relief Posting".

(b) *Any* employee posted to a different classification shall be allowed a reasonable period of trial of **up** to sixty (60) days worked, and if found unsatisfactory shall be given the opportunity of going back to his former position without loss of seniority.

(c) It is understood that employees may apply for vacancies in lower paid jobs as well as higher paid jobs.

**Section 6.** An employee within the scope of the Bargaining Unit who accepts permanent employment with the Company outside the scope of the Bargaining Unit shall not be permitted to return to the Bargaining Unit.

## ARTICLE VII - SENIORITY

### Section 1.

(a) Seniority shall be the length of service with the Employer within the Bargaining Unit normally dating from the original date of hiring.

(b) On February 1st and August 1st of each year, the Employer shall provide a current up to date Seniority List to the Union and shall include all full time and part time employees and their classification as listed in Appendix "A".

**Section 2.** A full time employee is one who works sixteen hundred (1600) hours in a twelve (12) consecutive month period. Paid vacations and General Holidays shall be considered **as** hours worked for the purpose of this Section.

### Section 3.

(a) The employer shall schedule assignments based on seniority, qualifications and ability on a weekly basis or until completion of the task in their assigned departments. Employees would be reassigned based on seniority, qualifications and ability and the requirements of the business.

(b) Senior employees shall be given consideration for choice of shift, providing for the requirements of the operation to be efficiently and fully staffed **at** all times.

### Section 4. Lay-offs and Rehiring

(a) Length of service shall be the deciding factor governing lay-offs and rehiring after lay-offs except **where by** mutual agreement between the Company and the Grievance Committee the senior employee does not have the capabilities to **perform** the work to be done.

Layoffs and re-employment shall be based upon seniority except if there is a permanent layoff (more than six (6) months) then overall seniority shall prevail. Where a layoff is necessary involving a classified job and the Employer feels that the senior employee cannot perform the classified job, it shall be discussed with the Union to see if the senior employee's seniority shall be by-passed. In the event such senior employee is laid off, he or she shall have the right to the Grievance Procedure.

(b) When an employee is laid off, that employee shall receive his Record of Employment Certificate within five (5) days of the last day worked.

(c) All employees who have completed employment with the Employer of sixteen hundred (1600) hours of actual work in each year, shall be given one (1) week's notice of layoff or one (1) week's pay in lieu of such notice.

(d) If an employee is absent from work for any reason the lay-off notice will be mailed. The Job Steward will be supplied a copy within forty-eight (48) hours.

(e) This notice shall not apply to employees already on lay-off if when recalled for specific replacement of someone absent, or in cases of emergency where there is a shutdown of a plant operation.

## **Section 5. Loss of Seniority**

Seniority shall be lost if an employee:

(a) Voluntarily leaves the employ of the Employer, or

(b) Is discharged for cause, or

(c) After a lay-off, fails to report for work for five (5) working days after being recalled by telephone and registered letter, or (d) Has been out of employment by the Employer for a period of twelve (12) months or longer without leave of absence.

**Section 6.** Probationary period shall be six (6) months for all new employees hired after August 13th, 1990. Periodic evaluation of a new employee will be done in the presence of a Shop Steward prior to termination.

**Section 7.**

(a) The Employer agrees when it is necessary to reduce the number of employees on a shift, senior employees will be given preference over junior and seasonal employees for available work, provided they can satisfactorily perform the work.

(b) When overtime work is required, employees who have seniority will be given the option of performing such work even though the work may not be in the department they normally work in, provided that it does not apply to key classified jobs, (Shipper, Receiver, Lead Hands, Spice Miller) and provided they can perform the function of the job. **If** the senior employee does not wish to perform the overtime work then the most junior employee who is capable of performing **the** work will be required to work the overtime.

(c) Any employee who has been laid off due to lack of work shall have the right to remain on the Seniority List for up to twelve (12) months, with the right to recall based on his seniority. If after six (6) months an employee does not wish to maintain his/her seniority and recall rights, **he/she may** indicate such in writing and severance pay, if applicable, will be paid.

## **Section 8. Separation of Employment**

(a) Upon an employee being discharged, or upon an employee quitting the employment of the Employer, the Employer shall, within the next regular pay period pay all wages, Holiday pay and any other monies owing to the employee. The U.I.C. Record of Employment shall also be returned within the same pay period.

## **ARTICLE VIII - VACATIONS**

### **Section 1. Annual Vacations**

(a) The vacation period is January 1st to December 31st of each year.

(b) Vacations shall be allocated to employees in order of seniority based on the following entitlement provided that there are employees available to satisfactorily fill the required job functions needed by the Employer. "Assistant" positions will relieve their respective lead positions **for** vacation and A.T.O. purposes.

(c) The scheduling of vacations to be taken during prime time shall be completed during the period of October 15th to November 15th each year. The scheduling of remaining vacations and A.T.O. to be taken during non-prime time and shall be completed during the period of **November** 16th to December 15th.

Effective January 1, 1995 no rescheduling of vacations while on Workers' Compensation and Weekly Indemnity if absenteeism is greater than 5% over **the last five (5)** year period.

(d) The prime time vacation period **shall be** June 8<sup>th</sup> to September 15<sup>th</sup>, Christmas week and the week of the school spring break and all employees shall **be** eligible to a maximum of three (3) weeks vacation during **that** period of time. The balance of vacations and A.T.O. shall be taken on a seniority basis in nonprime time.

## **Section 2.**

(a) If due to extenuating circumstances, **an** employee requires additional time off in excess of three (3) weeks during prime time that employee may make application to the Plant Manager for a leave of absence during that period of time.

(b) Should any weeks be vacant following the completion of the prime time vacations schedule, employees, in order of seniority, shall have the opportunity to select those weeks.

## **Section 3.       Vacation Formula**

The maximum number of employees scheduled off each week during prime time and non-prime time vacation **shall** be determined by the agreed upon formula: **(Prime Time - number of employees from each Schedule  $\times$  number of weeks required off divided by number of weeks in prime time). Non-prime time - number of employees from each Schedule  $\times$  number of weeks required off divided by number **of** weeks **in** non-prime time period).**

FOR EXAMPLE: **Schedule A**

**(1) During Prime Time:**

|                                    |   |   |
|------------------------------------|---|---|
| 156 total vacation<br><u>weeks</u> | = | 10 people for Schedule A<br>away during each week of<br>prime time. |
| 16 weeks in prime time             |   |   |

**(2) During Non-Prime Time:**

|   |   |   |
|---|---|---|
| 237 total weeks<br><u>vacation &amp; A.T.O.</u> | = | 7 people from Schedule A<br>away during each week of<br>non-prime time. |
| 36 weeks in non-prime time                      |   |   |

**Section 4. Vacation Entitlement**

- (a) (i) For the purposes of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the parties agree that when an employee has worked a minimum of sixteen hundred (1600) hours in an employee's calendar year, running from anniversary date to anniversary date, he shall be eligible for vacations as set forth herein.
- (ii) Absence from work due to sickness or accident while receiving wage loss payments from Group Insurance or Workers' Compensation Board or accumulated time off is deemed ~~as~~ time worked for the purpose of qualifying for vacations and vacation pay.



(iii) It is agreed, however, that if ~~an~~ employee who has over three (3) or more years of consecutive service, but works less than the sixteen hundred (1600) hours in any year, he shall receive the allotted number of weeks vacation and shall be paid at the appropriate six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%), or fourteen percent (14%), as applicable to his earnings for that year.

(b) Full time employees who have the following records of continuous service with the Company shall be entitled to the following vacations with pay:

- (i) Those with one (1) year or more - two (2) weeks at their regular rate of pay or four percent (4%) of their regular rate of pay.
- (ii) Those with three (3) years or more - three (3) weeks at their regular rate of pay or six percent (6%) of their regular rate of pay.
- (iii) Those with eight (8) years or more - four (4) weeks at their regular rate of pay or eight percent (8%) of their regular rate of pay.
- (iv) Those with thirteen (13) years or more - five (5) weeks at their regular rate of pay or ten percent (10%) of their regular rate of pay.
- (v) Those with eighteen (18) years or more - six (6) weeks at their regular rate of pay or twelve percent (12%) of their regular rate of pay.

(vi) Those with twenty-three (23) years or more - seven (7) weeks at their regular rate of pay or fourteen percent (14%) of their regular rate of pay.

(c) (i) **All** vacations to which employees are entitled shall be taken consecutively unless the employee chooses otherwise, provided that there are qualified employees available to satisfactorily fill the required job functions needed by the Employer, except as set out in Article VIII, Section 1.(d).

(ii) In instances where an employee desires to take his vacation in periods of less than one (1) week at a time, same may be accommodated by mutual consent between the Employer and the employee.

(iii) In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks' vacation, he shall receive four percent (**4%**) of the regular rate of pay he received while in the employ of the Employer.

(iv) In the event of an employee **leaving** the employ of the Employer after he has had his vacation he earned for the previous year, he shall receive four percent (4%), **six** percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%), or fourteen percent (14%), **as** the case may be applicable, of his pay for the year in which he ends his employment for which no vacation has been paid.

- (v) Prior to an employee going on his vacation, the Employer shall furnish the employee with a statement showing the period for which the employee is receiving his or her vacation pay, how the vacation pay was calculated (i.e. on a percentage basis or weekly wages) and shall include all overtime payments or anything of a monetary value on which the employee has to pay income tax, and also a cheque for the appropriate vacation pay the employee is entitled to.
  
- (vi) It is the responsibility of **an** employee(s) to find out starting time before returning from vacation.

## **ARTICLE IX - SAFETY AND HEALTH**

### **Section 1.**

(a) The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment.

(b) It is agreed that First Aid facilities **and** qualified First Aid attendants holding Industrial First Aid Certificates shall be provided for by the Employer, and said First Aid attendant shall be paid remuneration as listed below, in addition to his regular wage, to those persons designated by **the** Employer **as** First Aid attendants, and for all hours they are employed by the Employer.

Effective upon expiry of present First Aid Ticket the required First Aid Ticket shall be a Class 2 - the rate of pay to be seventy cents (\$.70) per-hour. Spare First Aid - thirty-five cents (\$.35) per hour except when relieving for definite periods **of** absence. During relief periods a spare will be paid seventy **cents** (\$.70) per hour.

(c) Any employee who considers that any practice being carried on within the premises is unsafe or detrimental to the health of any person working therein, shall have the right to speak to his or her superior about the matter. If the situation is not corrected in a reasonable period of time, the matter may be considered the cause for a grievance to be handled through the Grievance Procedure.

(d) There shall be a joint Safety Committee established which will meet and function as determined by the Committee.

(e) The Employer agrees to maintain clean, sanitary washrooms, having running hot and cold water and with toilet facilities.

**(f) Employee Assistance Programme**

Effective date of signing the Company agrees to participate in the Employee Assistance Programme at a rate of four-cents (\$.04) per hour worked, plus four cents (\$.04) per hour employee funded for the duration of this Agreement.

**Section 2. Work Clothes**

The Employer shall provide to each employee covered by this Agreement, free of charge, coveralls, smocks, gloves, head covering or any other form of protective clothing as often as may be required for any particular job.

The Employer agrees to maintain a supply of gloves in sizes small, medium and large and restocked on this basis according to need.

Persons who regularly work in a department or on a job which requires rubber boots for dryness or safety, shall be provided with a pair of same for their own personal use on the job. Persons who work temporarily on these jobs, or in a relief capacity, shall have rubber boots made available to them by the Employer as required.

Employees regularly working on the Jam Stand, Mezzanine Area, and Clean-up will be provided with special footwear.

The employees covered by this Agreement shall wear the various items supplied under Section 2. of this article to insure safety and compliance with governmental regulations covering food processing plants. **All** such items of apparel shall not be taken from the premises.

## **ARTICLE X - GRIEVANCE PROCEDURE**

**Section I.** There shall be a Grievance Committee consisting of three (3) employees designated by **the** Union, who are actually then in the employ of the Company and who will be afforded such time off as may be required to attend meetings with the Management, held at the request of the Management or the Committee.

The Union agrees to advise the Company of the names of members of the Grievance Committee in writing and also of any changes from time to time.

**Section 2.** The steps to be taken in the handling of any grievance shall be:

**FIRST:** Between the aggrieved employee with or without the Shop Steward and the Superintendent or such other person designated by Management; a decision, if at all possible to be rendered immediately and not later than twenty-four (24) hours.

In the case of a grievance involving the dismissal of an employee, this Step of the Grievance Procedure may be omitted.

**SECOND:** If settlement is not reached, the grievance shall be presented in writing signed by the Chairman or a member of the Grievance Committee, to the Plant Manager; a decision to be rendered within forty-eight (48) hours.

**THIRD:** If a Representative of the Union, the Grievance Committee and the Industrial Relations Representative of the Company fails to reach a satisfactory settlement within seventy-two (72) hours, Step Four may be invoked.

**FOURTH:** The grievance shall be submitted to arbitration. The parties shall first endeavour to agree on a single arbitrator and if **the** parties fail to agree, the following provisions **of** a three (3) **man** Arbitration Board shall apply. The Union shall nominate one arbitrator and the Company shall nominate one. **Nominations** shall be made within forty-eight **(48)** hours of this Step being taken, thereafter **Step Five** shall **be** invoked.

**FIFTH:** The arbitrators shall attempt to nominate **an** impartial arbitrator, who shall act **as** Chairman of the Arbitration Committee. Failing to agree upon such impartial arbitrator, within a further twenty-four (24) hour period, the Minister of Labour shall be requested to appoint such impartial arbitrator. In case of a grievance involving the interpretation or violation of this Agreement, the majority decision of the Arbitration Board shall be final and binding on both parties to this Agreement.

**Section 3.** It is distinctly understood that any Board of Arbitration is not vested with the power to change, modify or alter this Agreement in any of its parts. The Board may, however, interpret the provisions of this Agreement.

**Section 4.** The Union and the Company agree that Sub-section 1 of Section 96 of the Labour Code of B.C. shall only be implemented where mutually agreed by the Employer and the Union.

## **ARTICLE XI - DISCHARGE CASES**

*Any* discharged or suspended employee, **within** seventy-two (72) hours of his discharge or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there **was** proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before **an** Arbitration Board. The seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.

If any disciplinary reports are to be put into **an** employee's personnel file, a copy of same shall be given to the employee with **a** copy to the Union within thirty (30) days of the event giving raise to the statement.

## **ARTICLE XII - SICK LEAVE**

**Section 1.** Accumulative Sick Leave Credits on the following basis:

(a) Regular full time employees shall accumulate credits at the rate of four (4) hours for each full month of employment up to a maximum of sixty-six (66) days credit. Credits shall accumulate only on full time employment following the completion of a three (3) month full time employment eligibility period.

(b) For the purposes of sick leave such will be retroactive to three (3) months after the anniversary date of his current year.

(c) Sick leave credits will accumulate when an employee actually works:

128 hours per month - 4 hours

80+ hours per month - 2 hours

(d) It is understood employees, if found abusing this privilege, shall be disciplined by the Employer. In such cases the Employer may discontinue or reduce the benefit **of** the employee or terminate the employee.

(e) Effective January 1, 1995, if **an** employee's absenteeism is greater **than** 5% over the last five (**5**) years, then no **sick** days will be paid for the first day off.



## **Section 2.**

(a) It is further agreed that any employee who is retired by the Company or who voluntarily leaves the employ of the Company shall be compensated in cash at his or her applicable rate of pay for any unused sick leave accumulated credits ~~as~~ of the date of his or her termination to a maximum of sixty-six (66) days.

(b) Employees with more than twelve (12) days accumulation at December 31st of each year, may at their option, elect a payout of sick days up to the maximum of six (6) days subject however, to the restriction that in no event will an employee's accumulation be allowed to drop below twelve (12) days because of a payout.

## **ARTICLE XIII - COMPANY GROUP INSURANCE PLAN AND B.C. MEDICAL PLAN**

The Employer agrees to make available to its eligible employees the following Health and Welfare Plans:

(a) Effective January 1, 1995, if an employee's absenteeism is greater than 5% for the last five (5) years then the Weekly Indemnity payment is 50% of earnings or the UIC maximum whichever is greater. If the employees absenteeism is less than 5%, the Weekly Indemnity payment is \$575 per week - length of coverage is twenty-six (26) weeks. Should an employee receive Lucerne Weekly Indemnity benefits as the result of an accident and he/she subsequently receives a wage loss settlement from I.C.B.C. covering the same period, the amount by which Weekly Indemnity benefits cause the total replacement income to exceed the employee's regular "earnings" shall be reimbursed to the Company.

(b) **B.C. Medical Plan**

(c) **Plan Hearing Aid, Eyeglass and Prescription - (H.E.P.)** providing the following benefits to full time employees.

1. Reimbursement Drug Plan with no deductible.
2. Effective July 1st, 1981, the Company shall supply Eyeglass coverage to a maximum of one hundred and eighty dollars (\$1 80.00) per year per person.
3. Hearing **Aid** Coverage to a maximum of three hundred and **fifty** dollars (\$350.00) per person once every four (4) years.
4. It is understood all employees dependents shall be covered by the above welfare plan. Eligible dependents shall be wife, husband, and a covered employees unmarried children under age of twenty-one (21), or under age twenty-five (25) while attending an educational institute provided such person is still dependent of the employee.

For the purposes of the above benefits it is understood that a regular full time employee is one who **has** worked a minimum of sixteen hundred (1600) hours in a twelve (12) consecutive month period.

Where an employee has worked eight hundred (800) hours or more and the Company determines that such employee will **work** the sixteen hundred (1600) hours in his calendar year full time status for the above benefits will be granted at that time.

Full time status must be maintained in succeeding years to maintain coverage.

## **Group Insurance Benefit Plan**

The Company intends to continue to make its Plan available to eligible employees. Should the Company decide to amend this Plan it agrees to advise the Union of the changes and the effective date of them.

## **Weekly Indemnity Payments**

If payment of valid claims is not made by the Insurance Company within two (2) weeks from the time the Employer receives the properly completed application, the Employer shall, upon request from employee, pay to the claiming employee an amount equal to his entitlement.

Payments made by the Employer for claims later found to be invalid, or payments made by the Employer which are later paid by the Carrier, shall be returnable to the Employer.

## **ARTICLE XIV - AUTOMATION**

### **Section 1.**

(a) **Advance Notice** - The Union agrees it is the sole right and function of Management to change methods including sub-contracting out of work or facilities and to install equipment of all kinds to make such other changes to its operations as it deems necessary or advisable.

Should the Employer decide to install new advanced mechanical equipment, change methods including sub-contracting out of work or close down any of its operations which would result in the termination or layoff of full time employees, it is agreed that the Union and its Committee will be **given** at least three (3) months' notice. It is understood the parties shall then discuss the question of retraining or the application of Severance Pay.

(b) **Retraining** - As far as retraining is concerned, there are many factors involved such as the requirements of skill and knowledge whether a person is needed now or in a given length of time, and whether present staff have shown adaptability to the type of work to be done, also whether their physical fitness, etc. These are some of the factors that would determine if training should apply, termination, temporary or permanent lay-off of staff.

It is agreed that there will be an adequate opportunity for equipment familiarization by employees when new equipment is installed.

(c) **Severance Pay** - Where an employee is terminated by the Company for reasons other than those set out below, the Employer hereby agrees to pay such an employee severance pay at his or her regular rate of pay according to the following schedule.

After one (1) year of service, one (1) weeks pay for every year of full time service to a maximum of thirty-five (35) weeks.

The above does not apply when an employee resigned or is discharged.

Regular full time employees shall receive severance pay upon retirement up to a maximum of four **(4) weeks**.

**Section 2.** It is understood that **any** full time employee whose job classification becomes redundant shall retain his or her **rate** until:

(a) Another job above basic is available. In that event he or she must make application and if he or she qualifies he or she will be awarded the job. If he or she does not make application he or she will revert to the base rate.

(b) If a job above basic does not become available, he or she will retain his or her rate until such time as the base rate equals or exceeds the redundant job classification.

(c) It is understood an employee shall retain his or her current rate of pay while training for job vacancy for which he or she applied and ~~was~~ awarded.

## **ARTICLE XV - JURY DUTY (Full or ~~Part~~ Time Employees)**

**Section 1.** An employee summoned to jury duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid ~~them~~ for jury service and the amount they would have earned had they worked on such days. Employees on jury duty shall furnish the Employer with such statement of earnings as the Courts may supply.

**Section 2.** Employees shall return to work within a reasonable period of time. They shall not be required to report if less ~~than~~ two (2) hours of their normal shift remains to be worked. Total hours of jury duty and **actual** work on the job in one day shall not exceed eight (8) hours for purposes of establishing the basic work day. **Any** time worked on the employee's regular job in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the Contract.

## **ARTICLE XVI - FUNERAL LEAVE**

In case of death in the immediate family, the employee affected shall be granted compassionate leave of absence with full pay for **up** to three (3) days. Immediate family means: husband, wife, mother, father, children, sister, brother, mother and father-in-law, sister and brother-in-law, grandparents, grandchildren, and any relative residing in the employee's household. If an employee is required to travel out of the Province (excluding the State of Washington) he or she shall be granted up to five (5) days compassionate leave.

## **ARTICLE XVII - LABOUR DISPUTES**

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

## **ARTICLE XVIII - UNION BUSINESS**

### **Section 1.**

(a) The Company will grant leave of absence without pay to employees who are appointed to Union Office for a period up to and including one (1) year. Further **leave** of absence may be granted by mutual consent. The employee who obtains this leave of absence shall return to his Company within thirty (30) calendar days after the completion of his or her term of employment with the Union.

(b) The Company will grant leave of absence without pay to employees who are elected **as** representatives to attend Labour Conventions and Union Conventions in order that they may *carry* out their duties on behalf of the Union.

(c) In order for the Employer to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in clauses (a) and (b) above, the Employer will be given due notice in writing; in the case of (a) two (2) months and in the case of (b) five (5) calendar days.

(d) It is agreed and understood:

1. Under paragraph (a) above not more than one (1) employee shall be on leave of absence at **any** one time.
2. Under paragraph (b) above, not more than one (1) from each department shall be given leave at any one time.

## **ARTICLE XIX - PREPAID DENTAL PLAN**

### **Section 1.**

(a) The Company agrees to contribute for each full time employee a contribution necessary to provide benefits in the Dental Plan, **as** follows:

90% Basic Dental Services

90% Crowns, Bridges and Dentures

90% Orthodontics

(b) Any eligible employee who is laid off and is rehired within one (1) year **as** a full time employee shall immediately be reinstated in the Plan and contributions will be made on the date of reinstatement.

(c) Any eligible employee who is reduced to **part** time and is reverted to full time shall immediately be reinstated in the Plan and contributions shall be made **as** of the date he or she again becomes a full time employee.

(d) The Company agrees to submit the above contributions monthly to the Retail, Wholesale Industry Dental Care Fund (B.C.) together with a list of the names of the employees for whom the contributions were made.

(e) It is understood the contribution shall be reviewed every February 1st thereafter and shall be adjusted upward or downward based on experience in the fund so **as** to provide the above benefits.

(f) It is agreed that in the event the Government of Canada or the Province of British Columbia provides a non-contributory Dental Care Plan with similar benefits, the Company's obligations to continue contributions to the Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from **the** Dental Plan and the Company's contributions in respect to the cost of these benefits shall cease.



## ARTICLE XX - ACCUMULATED TIME OFF

(a) Each regular full time employee shall accumulate paid time off on the basis of five (5) hours for each thirty-nine (39) hours of straight time actual work per week which shall include all weeks of vacation, but shall not include Weekly Indemnity or Workers' Compensation.

(b) A.T.O. shall not accumulate on any weeks in which sick time is involved or on any leaves of absence without pay.

(c) Effective November 29, 1987 no A.T.O. accumulation while on A.T.O.

Effective November 26, 1988 no A.T.O. accumulation while on vacation.

Effective 1987 cut-off date for A.T.O. accumulation will be December 1st.

There shall be no rescheduling of A.T.O because of W.I- claims or W.C.B. claims.

**Any** lost weeks of A.T.O. **as** a result of the above, employees will be paid 100% of wages from all sources.

(d) Such time off is to be scheduled, however requests for vacation shall have precedence over requests for A.T.O.

(e) upon termination or retirement, **an** employee shall be paid in cash for all accumulated hours to which **he** is entitled at the time of termination or retirement.

(f) It is understood all hours accumulated shall be computed to December 1st each year. Any hours less than full eight (8) hours accumulation shall be paid out at the time of days off.

(g) Upon qualifying as full time, based on 1600 hours worked, employees would qualify retroactively for time off based on weeks of actual work of thirty-six (36) hours or more during the twelve (12) month period of service which he attains 1600 hours.

(h) Full time employees reduced to part time status will accumulate A.T.O. on each full week (39 hours) worked.

## **ARTICLE XXI - LEAVES OF ABSENCE**

### **Section 1. Leave of Absence During Layoff**

During lay-off status, a leave of absence may be granted.

**Section 2. Special Compassionate Leave -** Compassionate leave may be granted to employees based on the operational needs of the plant.

**Section 3. Maternity Leave -** An employee shall qualify for maternity leave upon completion of the probation period.

(a) Upon request the employee will be granted leave of absence without pay.

(b) The period of maternity leave without pay shall be no earlier than eleven (11) weeks and no later ~~than~~ six (6) weeks before the expected date of termination of the pregnancy and ending not sooner ~~than~~ six (6) weeks after the delivery date.

(c) The Employer shall, with the agreement of employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.

(d) On return from maternity leave, an employee shall be placed in her former classification.

(e) Illness arising out of a pregnancy prior to an employee commencing her leave of absence may be covered by accumulated sick leave at the employee's discretion.

(f) All Health and Welfare benefits (i.e. Medical, H.E.P., Dental, etc.) will be maintained by the Employer during the above leave of absence.

(g) Maternity leave shall be extended for a longer period where for medical reasons such extension is deemed necessary by the employee's physician. Such extension may not exceed a further three (3) months.

## **ARTICLE XXII - NEW HIRING PROCEDURES**

When a new hire is required the Union office will be advised immediately, so that they may refer applicants. The job will be outlined at the time the Union is advised. Refusal to hire a referral is not subject to the Grievance Procedure.

All prospective employees may be required to have a medical examination prior to being employed. The cost of the medical exam shall be borne by the Companies.

## ARTICLE XXIII - PENSION PLAN

**Section 1.** Commencing with the 1st day of January 1991 and for the duration of the current Collective Agreement between the Union and the Company and any renewals or extensions thereof, the Company agrees to make payments to the Pension Trust Fund as herein set forth to provide pension benefits for employees of the Company. Such contributions shall be as follows:

(a) For each employee working in job classifications covered by the Collective Agreement six percent (6%) of their gross earnings from January 1st, 1991 up to December 31st, 1992.

(b) For each employee working in job classifications covered by the Collective Agreement seven percent (7%) of their gross earnings from January 1, 1993. A further increase of three percent (3%) effective January 1, 1994.

**Section 2.** The Company agrees to become a participating employer under the Agreement and Declaration of Trust effected with respect to the Retail Wholesale Union Pension Plan and execute such documents as may be required in this respect.

(a) It is understood that contributions shall be payable with respect to the earnings of employees from the first day of employment whether said employees are permanent, temporary or seasonal or full time or part time employees and regardless of whether or not they are members of the Union. It is further understood that each day or hour paid for, including days or hours of paid vacation, paid holidays or other days or hours for which pay is received by the employee in accordance with the Collective Agreement shall be counted as **days or** hours for which contributions are payable.

(b) Contributions, along with a list of employees for whom they have been made and the amount of contributions with respect to the earnings for each employee, shall be forwarded by the Company to the Trust Company or other financial institution acting **as** custodian of the assets of the Retail Wholesale Union Pension Plan and Trust Fund and shall do so not later than twenty-one (21) days after the close of the Company's four to five week accounting period.

**Section 3.** In the event the Company fails to forward the prescribed contributions within the above stated time limitation, the Company shall be liable to pay interest on such contributions equal to 10% per annum multiplied by the number of months between the date such contributions were due and date paid.

(a) It is understood such interest would apply only to contributions not postmarked or deposited within the 21 day period.

The Company shall also complete such forms and provide such information **as** the Trustees and Administrator of the Retail Wholesale Union Pension Plan require from time to time in the administration and operation of the Plan.

**Section 4.** The Company further agrees to submit a completed change in status form with respect to each member whose status under the Plan changes, on or about the date of such change in status, and also agrees to submit to the said Administrator within sixty (60) days following the end of such **plan** year a listing of all persons who were members of the Plan during such plan year showing for each member his gross earnings received during the plan year.

**Section 5.** It is intended that the Pension Trust Fund and Pension Plan shall be such that the Plan can be registered under the provisions of the Income Tax Act of Canada.

**Section 6.** The Company agrees to be bound by all the terms, conditions and provisions of the Retail Wholesale Union Trust Fund and for such purpose to execute such documents as may be required to constitute the Company a Party of the Second Part (Employer) to the Agreement and Declaration of Trust under which the said Pension Trust is established.

## **ARTICLE XXIV - SEXUAL HARASSMENT**

**Section 1.** The Union and the Employer recognizes the right of employees to work in an environment free from sexual harassment, and the Company undertakes to discipline any person employed by the Company engaging in sexual harassment of another employee.

**Section 2.** The policy statement of the B.C. Federation may be used as a guideline to define sexual harassment.

**Section 3.** Grievances under this clause will be handled with all possible confidentiality and dispatch. Under this Article, any step of the Grievance Procedure may be waived.

## **ARTICLE XXV - DURATION OF AGREEMENT**

**Section 1.** The Company and the Union mutually agree that this Agreement shall be effective from May 1st, 1994 to and including April 30th, 1997, and thereafter from year to year unless written notice of intent to amend or terminate is given by either party to the other party any time within four (4) months prior to the expiration of the Agreement. During such period of negotiations this Agreement shall remain in full force and effect.

**Section 2.** The parties agree that the provisions of Sub-section 2 of Section 66 of the Labour Code of B.C. and the operation and application of same to this Agreement are hereby excluded.

DATED this 4<sup>th</sup> day of NOVEMBER, 1994.

SIGNED ON BEHALF  
OF THE COMPANY  
**Lucerne Foods Ltd.  
Jam Plant**

[Signature]  
[Signature]  
[Signature]

SIGNED ON BEHALF  
OF THE UNION  
**Retail Wholesale Union  
Local 580**

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
Representative  
[Signature]  
Assistant Provincial Representative  
[Signature]  
Provincial Representative

## APPENDIX "A"

| <b>Hourly Rates Effective:</b>                      | <b>May 1<br/>1994</b> | <b>May 1<br/>1995</b> | <b>May 1<br/>1996</b> |
|---|-----------------------|-----------------------|-----------------------|
| *Production Line Workers                            | \$19.36               | \$19.36               | \$19.36               |
| Stock Clerk   | 19.85                 | 19.85                 | 20.35                 |
| Peanut Butter Lead                                  | 20.67                 | 20.67                 | 21.19                 |
| <i>Crystal</i> Lead                                 | 20.67                 | 20.67                 | 21.19                 |
| Extract Lead  | 20.23                 | 20.23                 | 20.74                 |
| **Production Line Worker                            | 18.07                 | 18.07                 | 18.52                 |
| Shipper, Receiver,<br>Jam Lead, Spice Miller        |                       |                       |                       |
| Spice Lead  | 20.67                 | 20.67                 | 21.19                 |
| Peanut Roaster                                      | 20.49                 | 20.49                 | 21.00                 |
| Assistant Shipper,Asst. Receiver,<br>Asst- Jam Lead | 20.49                 | 20.49                 | 21.00                 |
| Fork Lift, Sanitation                               | 20.23                 | 20.23                 | 20.74                 |
| 'General Worker                                     | 19.85                 | 19.85                 | 19.85                 |
| Spice Machine Operator                              | 20.23                 | 20.23                 | 20.74                 |
| Weighman  | 20.23                 | 20.23                 | 20.74                 |
| <b>Jam</b> Mixer                                    | 20.04                 | 20.04                 | 20.54                 |
| Jam Labeller, Cooker Presser                        | 20.23                 | 20.23                 | 20.74                 |
| **General Worker                                    | 18.52                 | 18.52                 | 18.98                 |



There shall be one (1) seniority list for the purpose of Job Postings. Employees from the General Worker or Production Line Classifications may use their respective Seniority in applying **for the** job postings.

On a temporary basis, General Workers or Production Line Workers may perform the work of the other classification provided there is not an employee(s) available. Spare work can be performed by General Workers or Production Line Workers.

- a) \* Pre-August 1990 employees in General Worker and Production Line Worker to be maintained at current rates with no increase until new hire wage rates are at same level.
- b) \*\* Post-August 1990 hires are maintained on their same progression scale until they have attained 18 months service.

May 1, 1995 - present employees - \$500 bonus

May 1, 1996 - Pre-1990 General Worker and Production Line Worker - \$500 bonus.

**Part** time employees after three (3) years - \$.50 per hour in lieu of Medical Services Plan.

- c) New Employee Rate - (employees hired after ratification of 1994 - 1997 Collective Agreement receive % of classification rate as indicated):

|                     |       |
|---------------------|-------|
| 1st 6 months        | -70%  |
| 2nd 6 months        | -75%  |
| 3rd 6 months        | -80%  |
| <b>4th</b> 6 months | -85%  |
| 5th 6 months        | -90%  |
| 6th 6 months        | -95%  |
| over 3 years        | -100% |

(to qualify for a six month period an employee must actually work **240** hours)

## **Premium Rates**

When a General worker is required to **work** on the following jobs: Extract Mixer, Crystal and Jelly Powder Mixer, Cordial Operator, he shall receive fifteen (15) cents per hour in addition to his rate.

## **Previous Employment**

Employees who are hired and who were employed in previous years would be given credit for their previous periods of employment to determine their wage rate. Employees hired in this category and transferred to a job within the bargaining unit covered by any other classification set out in Appendix "A" shall receive such rate of pay for that job as set out therein.

## **Retroactivity**

The retroactivity will be paid within thirty (30) days of the signing of this Agreement. **All** employees on payroll at date of ratification shall receive retroactivity for all hours worked.

**All** other changes to the Collective Agreement except where noted will become effective on the first Monday immediately following the date of ratification.

## **Sanitation Department**

The classification of Sanitation presently **in** the contract shall apply to all employees in the Sanitation Department.

## **Transportation**

No employee shall be required to use his **or** her own car on Employer business.

**LETTER OF UNDERSTANDING**

BETWEEN:

**LUCERNE FOODS LTD. JAM PLANT**

a body corporate duly incorporated under the laws of British Columbia and having a its place of business at 7155 - 11 Avenue Burnaby, Province of British Columbia.

(hereinafter referred to as the "Company")

OF THE FIRST PART;

AND:

**RETAIL WHOLESALE UNION LOCAL 580**

(hereinafter referred to as the "Union")

OF THE SECOND PART;

**VACATION SELECTION**

For the term of this Agreement, every employee in order of seniority, shall be allowed as first selection to take up to seven (7) weeks vacation with a maximum of three weeks in prime time.

Then the remaining weeks of vacation and A.T.O. shall be selected in order of seniority.

If employees later are laid off and elect to take their vacation pay at that time, the resultant vacant vacation period is not open for other employees to claim.

All part-time employees at the commencement of vacation scheduling (October 15th) shall have the option of scheduling the amount of weeks off they are entitled to or taking the amount of weeks off equivalent to holiday **pay** received. Anything less than a full week will be paid out at the time vacation is taken.

All extra A.T.O. days and statutory holidays falling on an employees' regular days off or during their vacation or A.T.O. shall be banked and scheduled in full weeks only. Less than full weeks shall be carried over to the following year.

DATED this 4<sup>th</sup> day of NOVEMBER, 1994.

SIGNED ON BEHALF  
OF THE COMPANY  
Lucerne Foods Ltd.  
Jam Plant

SIGNED ON BEHALF  
OF THE UNION  
**Retail Wholesale Union**  
**Local 580**

[Signature]  
Robert Fluke  
Union Business

[Signature]  
Janeen Gallion  
[Signature]  
Pat Kennedy  
Ron McHenry  
Representative  
Brian DeBerk  
Assistant Provincial Representative  
[Signature]  
Provincial Representative

**LETTER OF UNDERSTANDING**

BETWEEN:

**LUCERNE FOODS LTD. JAM PLANT**

a body corporate duly incorporated under the laws of British Columbia and having a its place of business at 7155 - 11 Avenue Burnaby, Province of British Columbia.

(hereinafter referred to as the "Company")

OF THE FIRST PART;

AND:

**RETAIL WHOLESALE UNION LOCAL 580**

(hereinafter referred to as the "Union")

OF THE SECOND PART;

**COMPANY PENSION PLAN - R.W.U. JAM PLANT  
EMPLOYEES EFFECTIVE DECEMBER 31, 1990**

This is to confirm our recent discussions on the Company's pension **as** it applies to your members who will be classified **as** "members without compensation". On December 31, 1990, the RWU employees employed at our Empress Jam Plant will receive such status in the Plan and accordingly will receive **a** pension at age sixty-five (65) or earlier, depending on their retirement date. Any improvements in the Plan that may arise in **the** future for other "members without compensation" will also apply to these RWU members, i.e. the recent change that allows all **plan** members to retire **as** early as age **sixty** (60) without any reduction for early retirement applied to both active members and "members without compensation".

We are also confirming that the present value of the accrued benefit as shown as at December 31st, 1989, on each individual statement will continue to increase in value each year. Although the benefit payable at age sixty-five (65) remains frozen, the present value each year will have to increase. There is one less year each year, to accumulate interest on the present value, yet the same amount of money must be accumulated in order to pay that fixed benefit at age sixty-five (65). i.e. if it takes \$50,000 at age sixty-five (65) to fund a \$500 benefit per month, it would require, say \$40,000 at age sixty (60) to provide that same benefit and it would require, say \$25,000 at age fifty-five (55) to provide the same benefit.

Hopefully, this clarifies the fact that the present value of the accrued benefit for each member without compensation is not frozen.

DATED this 4<sup>th</sup> day of NOVEMBER, 1994.

SIGNED ON BEHALF  
OF THE COMPANY  
**Lucerne Foods Ltd.  
Jam Plant**

*Robert Hetcher*  
*Tom Ballato*

SIGNED ON BEHALF  
OF THE UNION  
**Retail Wholesale Union  
Local 580**

*Lugh [Signature]*  
*Janeen Lallish*  
*[Signature]*  
*Mr. Kennedy*  
*Pat McElroy*  
Representative  
*Brian DeBeck*  
Assistant Provincial Representative  
*[Signature]*  
Provincial Representative

**LETTER OF UNDERSTANDING**

BETWEEN:

**LUCERNE FOODS LTD. JAM PLANT**

a body corporate duly incorporated under the laws of British Columbia and having a its place of business at 7155 - 11 Avenue Burnaby, Province of British Columbia.

(hereinafter referred to **as** the "Company")

OF THE FIRST PART;

AND:

**RETAIL WHOLESALE UNION LOCAL 580**

(hereinafter referred to as the "Union")

OF THE SECOND PART;

**PRODUCTIVITY REVIEW**

Without prejudice to whatever rights the Company has in this area, and believing there is a sincere commitment to needed productivity improvement the Company is prepared to enter into such a review on the following basis:

1. Mr. McKee will be the Coordinator of the review - **as** required.
2. The study shall apply to all employees.
3. The objective is to arrive at **mutually** agreed improvements in productivity and efficiency to be adhered to by our employees.

4. All jobs are subject to review.
5. Any agreed upon changes will be implemented following the review of the particular operation.
6. Management may provide 'experts' from within the Company.
7. The Parties recognize that such a review must be done in an orderly fashion without undue delay.
8. The purpose of this study is not directed toward a reduction in the work force. The principal purpose is to improve the efficiency and effectiveness of the organization. However, should there be excess employees as a result of the study, they will be dealt with by attrition or by retraining.

The above shall apply to all full-time employees as of October, 1994.

The union recognizes that in the normal course of business there have been and may be lay-offs due to business conditions.

9. If a major downturn in business occurs employees will be subject to the terms and conditions of the Collective Agreement.
10. Failure to arrive at a satisfactory resolution the matter is to be referred to Clive McKee.
11. The sequence of the investigation to be determined by the Committee.



## **Objective**

With the cooperation of all employees - both supervisory and hourly rated to achieve through dialogue **an** increase in efficiency and thus increase productivity.

## **Method**

### **1. Coordinating Committee**

To be composed of senior representatives of the Company and the Union.

This Committee is to be responsible for the total coordination and direction of the study. To establish Investigation Groups and to set tasks for such groups.

To analyze information passed to it by the various Investigation groups.

To arrive at mutually acceptable solutions to problems encountered.

### **2. Investigation Groups**

To be composed of area supervision and employees drawn from each area of investigation.

To engage in investigation and dialogue in order to assess methods of operation and to explore alternative methods with a view to increasing **the** efficiency of the area and, therefore productivity.

To arrive at mutually acceptable solutions to problems encountered.

Such reviews will be held on an ongoing basis as warranted.

DATED this 17 day of NOVEMBER, 1994.

SIGNED ON BEHALF  
OF THE COMPANY  
**Lucerne Foods Ltd.  
Jam Plant**

[Signature]  
Robert Fletcher  
Herb Brown

SIGNED ON BEHALF  
OF THE UNION  
**Retail Wholesale Union  
Local 580**

[Signature]  
Janeen Callison  
[Signature]  
Pat Kennedy  
Don McChey  
Representative  
Brian Rebeck  
Assistant Provincial Representative  
G.T. Poole  
Provincial Representative