

# **COLLECTIVE AGREEMENT**

BETWEEN

**FIVE CORNERS MEAT COMPANY LTD.**  
Chilliwack, BC

AND



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

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

**FIRST PRINTING**  
**Errors and Omissions Excepted**

**TERM OF AGREEMENT**

October 1, 2022 to October 5, 2024

Dear Member:

This is your Union Collective Agreement. It represents the progress and efforts of many years of negotiations. Please read it and make sure you are receiving the benefits to which you are entitled.

Only by insisting on your rights, and refusing to let anyone abrogate them, can the Agreement be kept strong and meaningful. Any abuse of the Collective Agreement tends to undermine and weaken it.

Let's respect the Agreement; let's keep it strong and meaningful.

Make full use of your Shop Stewards.

DAN GOODMAN  
President

CHARLES PRATT  
Secretary-Treasurer

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# COLLECTIVE AGREEMENT

## BETWEEN:

**FIVE CORNERS MEAT COMPANY LTD.**  
(hereinafter referred to as the "Employer")

## AND:

**UNITED FOOD AND COMMERCIAL WORKERS UNION,  
LOCAL 247**  
(hereinafter referred to as the "Union")

## NOW THEREFORE:

The Union and the Employer mutually agree as follows:

### **ARTICLE 1 – RECOGNITION**

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- 1.01** The Company recognizes the Union as the sole and exclusive bargaining agent for all employees at its 8235 Brannick Place Meat Processing Plant, Chilliwack, B.C., except for supervisors, and office employees and those excluded by the Code.
- 1.02** The Company agrees that work which is normally performed by bargaining unit members should not be performed by non-bargaining unit staff or management. The Union recognizes that from time to

time Plant Management will be allowed to perform duties such as training, product testing and development, and in cases due to absenteeism or immediate need.

The Employer commits to communicate to employees the current policy on managers doing bargaining unit work to eliminate any misconceptions about the policy.

- 1.03** The *Employment Standards Act* shall apply to all employees and where the *Employment Standards Act* provides benefits or conditions superior to the provisions of this Agreement, the superior provisions of the Act shall apply.

## **ARTICLE 2 – UNION SECURITY**

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- 2.01** All employees shall, as a condition of employment, become and maintain active membership, as provided in the Constitution and bylaws of the Local Union. It is agreed that the Employer will have employees complete a Union membership application form within seven (7) days upon being employed and forward to the Union office fully completed and signed.

It is the responsibility of the employee to maintain active membership as outlined in the International Constitution and the Local Union Policy.

- 2.02** The Employer agrees to automatically deduct from the wages of each employee covered by this Agreement, initiation fees, Union dues and assessments as may be



adopted and designated by the Union. In the event of a change, the Union will give the Employer at least three (3) weeks prior notice of the effective date change or deduction as the case may be.

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

**2.03** The Employer shall remit no later than fifteen (15) days after the end of the month:

- a) A statement showing each employee's name, employee number and social insurance number and monies deducted from their wages for Union initiation, fees, dues, assessments and hours paid;
- b) A statement showing the names, employee number of the employees terminated and hired during the preceding accounting period;
- c) A statement showing the name, social insurance number, and (if known), home mailing address including postal code, landline and/or mobile telephone numbers of all bargaining unit employees.

**2.04** Notwithstanding any provisions contained in this Article there shall be no financial responsibility on the part of the Company for fees or assessments of an employee. The Union agrees to indemnify and save the Company harmless from any claims which may arise in complying with the provisions of this Article.

## **ARTICLE 3 – MANAGEMENT RIGHTS**

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

## **ARTICLE 4 – LABOUR MANAGEMENT COMMITTEE**

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

## **ARTICLE 5 – OCCUPATIONAL HEALTH AND SAFETY**

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- 5.01** The Company and the Union agree that safety in the workplace and the protection of all employees are of primary importance. Safety is a shared responsibility and the input of all employees to improve safety practices and conditions is encouraged and expected. Plant safety programs and efforts will be coordinated

through the involvement of people from all levels of the organization.

- 5.02** The Company and the Union will establish a Health and Safety committee to ensure and promote health and safety in the workplace including ergonomics.
- 5.03** The Company and the Union agree to cooperate in making the safety programs work. If the Union is concerned about the Company's commitment to provide a safe workplace, the Union's Staff Representative will resolve those concerns with the Plant Manager or their designate.
- 5.04** The Health and Safety Committee shall consist of two (2) representatives appointed by the Union and two (2) representatives appointed by the Company. The Health and Safety Committee shall meet monthly.

## **ARTICLE 6 – NO DISCRIMINATION**

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

**6.02** **Respect and Dignity**

The Employer agrees that employees, the people who are a vital part of our success, must be treated with dignity and respect appropriate in the circumstances.

**6.03** The parties agree that allegations of a breach of Article 6.02 may be grieved under Article 18 or discipline measures may be taken under Article 25. If the parties cannot resolve the issue through the grievance procedure, the matter may be referred to an arbitrator under Article 18.05. In the event the arbitrator finds a violation of Article 6.02, they will be limited to referring the case to the following dispute resolution process.

1. The matter will be referred to a mediator from an agreed list of suitable mediators.
2. If the matter is not resolved through direct mediation, the mediator will write a report outlining their view of the matter and make recommendations for a resolution.
3. Individuals identified through the process as having breached Article 6.02 will be retrained or appropriately disciplined as determined by the Employer.
4. Each of the parties to this Agreement shall jointly bear the expenses of the Mediator.

## **ARTICLE 7 – RIGHTS OF THE STAFF REPRESENTATIVE**

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**7.01** It is agreed that the Staff Representative of the Union shall be admitted during working hours, at reasonable times, to interview employees while on duty or to

inspect working conditions provided, however, that such visits shall be calculated to cause a minimum of disturbance with the Company's business. The Staff Representative shall first report their presence to the plant manager, or in their absence, the person in charge of the plant, on the occasion of each of such visits.

## **ARTICLE 8 – SENIORITY RIGHTS**

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- 8.01** a) New full-time employees shall serve a probationary period of eighty-four (84) worked days of accumulated service. During the probationary period, the Company shall have the right to terminate a probationary employee subject only to review of this decision in grievance and arbitration on the basis of the Company's decision being unreasonable, arbitrary, or discriminatory.
- b) An employee's seniority date shall be established based on the date the employee commences work.
- 8.02** In layoffs and recalls of full-time employees, seniority, qualifications and ability to perform the job shall be the governing factors.

Should a full-time employee be recalled for a temporary time period of four (4) weeks or less, the employee may decline, provided there are other

qualified junior full-time employees on layoff who accept recall. The full-time employee who declined the position shall not be eligible for a position until the next recall by the Company.

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

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

## 8.04

- a) The Company agrees to post all vacancies for full-time positions.
- b) Interested employees shall submit an application form within seven (7) calendar days of the posting. Seniority, qualifications and ability to perform the job shall be the governing factors in selection amongst employees who apply.

Every calendar year by January 15<sup>th</sup>, employees may choose to place a standing bid for future openings in specific job classifications. The standing bid will only be acknowledged if the employee is away on approved leave during the entire seven (7) day posting period. The standing bid process only applies for approved leaves up to a maximum of three (3) weeks.

- c) The Company will provide a copy of each posting to the Chief Steward.
- d) The successful applicant will be transferred to their new job within twenty (20) working days.
- e) If the employee selected or the Company decides within sixty (60) working days of the employee assuming the new position that they do not wish to continue in the new position or the employee is not meeting expectations within the new role, the employee shall be reverted to their former position at their former rate of pay. During the trial



period, the Company commits to conducting at least two (2) documented reviews prior to making a decision to revert an employee to their former position.

- f) If an employee is returned to their former position within the sixty (60) day window, they will not be eligible to post into that same position for a period of six (6) months.

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

**8.06** To maximize hours of work and job enhancement, the Company will implement a cross-training program.

## **ARTICLE 9 – HOURS OF WORK**

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

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

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

The schedule shall be posted by 2:30 p.m. on Thursday for the following week, subject to business needs. If the schedule changes after this time the Company will make an effort to contact the affected employee(s).

**9.02** When designing shift schedules, the Company agrees to follow these guidelines:

- a) Employees will have a minimum of two (2) consecutive days off as the norm to the extent this can be scheduled.
- b) Notwithstanding Article 9.02 a), when the Plant processes primal cuts seven (7) days per week, all full-time employees shall have two (2) consecutive days off per week and the Company shall schedule consecutive days off for part-time employees to the extent operations permit.

c) Employees will not work split shifts.

**d) Scheduling**

The parties agree that the Employer will maintain separate seniority lists for Senior Plant Operations Employees (Cutters) and Plant Operations Employees (General Labourers) classifications for the purposes of scheduling. The following principles will apply:

1. Option to Go (OTG) and sending home will be applied by classification. Employees will be given opportunity to OTG in their respective classifications in order of seniority. Employees will be sent home in reverse order of seniority, except that full-time cutters may displace less senior labourers for regular hours providing they have the necessary skills and ability to perform the work. Should an employee displace an employee in a lower classification they shall be paid in accordance with Article 19.02.
2. Overtime will be scheduled by classification. Employees will be given the opportunity to perform overtime in their respective classifications in order of seniority, and will be forced to perform overtime in their respective classifications in reverse order of seniority to a maximum of eleven (11) hours; employees can volunteer to work more than eleven (11) hours if additional overtime is available.

3. For the purposes of scheduling OTG, sending home, or overtime, apprentices will be treated as cutters, and will be placed on the Senior Plant Operations Employees (Cutters) seniority list.

**9.03** If work is not available for employees reporting to work as scheduled the Company will provide four (4) hours of pay or work at their straight-time rate except in the event the plant operations are affected by an emergency, breakdown, fire, flood, snowstorm, strike, power failure, Act of God, or other causes beyond the Company's control.

**9.04** Employees who are called to work at a time outside their regular work schedule and such time does not merge with their regular shift shall be paid a minimum of four (4) hours pay at their straight-time rate or for actual time worked at the overtime rate, whichever is greater.

**9.05** The Company will provide each employee the following rest periods on their shift each day.

- a) A paid rest period of fifteen (15) minutes about the mid-point in the first half and in the second half of the shift. Where the Company elects to schedule two (2) twenty (20) minute breaks, it may increase the length of the employee's work day by an additional ten (10) minutes.

b) An unpaid lunch period of thirty (30) minutes long as near as practicable to the mid-point of the shift.

**9.06** Employees who work regularly scheduled hours between the hours of 6:00 p.m. and 5:50 a.m. will be paid thirty-five (\$0.35) cents per hour over their regular rate for all regularly scheduled hours worked between 6:00 p.m. and 5:50 a.m.

**9.07** Employees will be scheduled for an equitable shift rotation. The Company shall consult with the Union on the implementation of shift schedules and conditions for employee rotation between day, afternoon, and night shifts. Employees who have a preference for afternoon and night shifts shall have their personal preferences accommodated to the extent practical.

**9.08 Sick Days**

All employees will receive Sick Leave as per the *Employment Standard Act*. If sick days are eliminated in the *Employment Standards Act*, 10.04(b) (iv) and the last paragraph of 10.04 in the July 1, 2017 to September 30, 2022 collective agreement will revert to become part of the current collective agreement.

**ARTICLE 10 – OVERTIME**

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**10.01** The Company reserves the right to determine overtime work in accordance with requirements of the business. Overtime assignments will be filled to the extent

practical from employees voluntarily willing to work the overtime.

**10.02** Overtime will be paid as follows:

- a) One and one-half times (1½x) the employee's regular hourly rate of pay for all work performed in excess of eight (8) hours per day up to and including eleven (11) hours per day.
- b) Two times (2x) the employee's regular hourly rate of pay for all work performed in excess of eleven (11) hours per day.
- c) Two times (2x) the employee's regular hourly rate of pay for all work performed in excess of forty-eight (48) hours per week.

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

Where circumstances permit, overtime, including estimated duration time, must be posted prior to the end of the last scheduled coffee break or minimum two (2) hours before scheduled end of shift.

## 10.04 Banked Overtime

An employee shall be permitted to bank overtime for a maximum of forty (40) hours of paid time off in lieu of overtime pay during a January to June and July to December overtime bank periods. Should an employee reach the maximum of forty (40) hours banked in that overtime bank period, all overtime worked for the remainder of that overtime bank period will be paid to the employee as part of their regular payroll. Time banked will be accrued at the rate it was earned. For example if an employee works one (1) hour of overtime at time and one-half ( $1\frac{1}{2}x$ ), one and one-half ( $1\frac{1}{2}$ ) hours would accrue in the employee's overtime bank towards the maximum of forty (40) hours.

Employees who wish to bank overtime will have the opportunity to elect to do so three (3x) times per year. Employees who wish to bank overtime for the January 1<sup>st</sup> to April 30<sup>th</sup> period must complete the banked overtime form and submit it to their Supervisor between December 15<sup>th</sup> and December 31<sup>st</sup>. Employees who wish to bank overtime for the May 1<sup>st</sup> to August 31<sup>st</sup> period must complete the banked overtime form and submit it to their Supervisor between April 15<sup>th</sup> and April 30<sup>th</sup>. Employees who wish to bank overtime for the September 1<sup>st</sup> to December 31<sup>st</sup> period must complete the banked overtime form and submit it to their Supervisor between August 15<sup>th</sup> and August 31<sup>st</sup>. Once an employee has elected to bank their overtime for the four (4) month period, they

may not "opt-out" of banking their overtime during that four (4) month time frame.

The employees must request the use of banked overtime in writing. Banked overtime may be used as follows:

- a) Up to forty (40) hours per year may be used by the employee for additional time off. Such use will be granted on a first-come, first-served basis, provided the operating needs of the Company are met.
- b) The Employee may request any of the remaining banked overtime hours to be paid out in the following circumstances:
  - i) a pre-approved booked day off which the Employer has granted subject to the operational needs of the Company;
  - ii) any other pre-approved time off or absence which the Employer has granted subject to the operational needs of the Company;
  - iii) to top up the Employee's wages for a day in which the Employee has taken an OTG or has been sent home early;
  - iv) two (2) weeks prior to November 1<sup>st</sup> in each year, the Employee may request in writing a payout of their banked overtime.



Banked overtime may not be carried over from one overtime bank period to the following period. Any accrued banked overtime that an employee may have on June 30<sup>th</sup> and December 31<sup>st</sup> of each overtime bank period will be paid out to the employee in the following July and January.

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

## **ARTICLE 11 – STATUTORY HOLIDAYS**

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**11.01** The following holidays shall be recognized:

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

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

Plus any other statutory holiday proclaimed by the Provincial Government.

**11.02** a) In the event a holiday falls on an individual's scheduled work day it may be observed on the actual shift day of the holiday or on some other day, by mutual agreement. Any accrued days may not be carried over to the following calendar year

and will be paid out to the employee in the following January.

- b) The work week shall be reduced by eight (8) hours in the week in which a holiday is observed.

**11.03** All work performed on a Statutory Holiday shall be paid for at the rate of one and one-half times (1½x) the employee's regular rate per hour, in addition to their regular holiday pay.

**11.04** Employees will be given a reasonable notice if required to work on a statutory holiday. In no case will an employee be required to work less than four (4) hours on a statutory holiday, when scheduled to work.

## **ARTICLE 12 – VACATIONS**

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**12.01** The date for determining the length of vacation in a calendar year shall be May 1<sup>st</sup> in that calendar year.

**12.02** All full-time employees having completed one (1) year but less than five (5) years of continuous service with the Company as of May 1<sup>st</sup>, will be entitled to two (2) weeks' vacation with vacation pay calculated based on four percent (4%) of earnings. Employees who have less than one (1) year of service on May 1<sup>st</sup> shall receive a prorated vacation entitlement.

**12.03** All full-time employees having completed five (5) years of continuous service with the Company as of May 1<sup>st</sup>

will receive three (3) weeks' vacation with vacation pay calculated based on six percent (6%) of earnings.

**12.04** All full-time employees having completed ten (10) years of continuous service with the Company as of May 1<sup>st</sup> will receive four (4) weeks' vacation with vacation pay calculated based on eight percent (8%) of earnings.

**12.05** All full-time employees having completed fifteen (15) years of continuous service with the Company as of May 1<sup>st</sup> will receive five (5) weeks' vacation with vacation pay calculated based on ten percent (10%) of earnings.

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

**12.07** Pay for vacation shall be granted to the employee prior to the beginning of the vacation period.

- 12.08** Employees leaving the employment of the Company shall be paid any earned vacation pay due at the time of separation calculated from the date of separation to the prior first of May.
- 12.09** If a holiday, as listed in clause 11.01, occurs during the employee's vacation period, such employee shall be entitled at the option of the employee, to one (1) day extra holiday consecutive with their vacation or another day mutually agreed between the employee and the Company. Any accrued days may not be carried over to the following calendar year and will be paid out to the employee in the following January.
- 12.10** The Company agrees to take seniority into consideration in preparing the vacation schedule. Managers from each department will, in the month prior to January 31<sup>st</sup> in each calendar year, canvass their employees in order of seniority to determine vacation time preferences. An employee must submit their request for preference on vacation dates covering complete vacation entitlement when canvassed by their manager, in order that the Company may finalize and post vacations scheduled by February 15<sup>th</sup>; however, seniority shall not apply if the employee fails to provide their selection to their manager when canvassed. Up to three (3) weeks of an employee's annual vacation will be scheduled according to seniority, provided that only two (2) of those three (3) weeks are scheduled during the period July 1<sup>st</sup> to August 31<sup>st</sup>.

## **ARTICLE 13 – LEAVE OF ABSENCE**

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

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

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

**13.03** The Company will grant parental leave in accordance with B.C. Employment Standards legislation.

## **13.04 Family Responsibility Leave**

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibility related to:

- a) The care, health or education of a child in the employee's care; or
- b) The care or health of any other member of the employee's immediate family.

The "immediate family" has the same definition as in Article 22.01.

## **ARTICLE 14 – UNIFORMS, TOOLS & PROTECTIVE EQUIPMENT**

- 14.01**
- a) Uniforms which the Company requires shall be furnished without charge. Laundering of such garments shall be paid for by the Company.
  - b) The Company will furnish necessary meat cutting tools and pay for the sharpening of same.
  - c) Personal protective clothing and equipment shall be furnished to employees without charge according to following list:

Hard Hat  
Ear plugs  
Safety goggles

Hair net  
Safety glasses  
Smocks

Mesh aprons	Rubber aprons
Plastic (hard) arm guards	Neoprene sleeves
Mesh gloves	Rubber gloves
Cotton gloves	Steels
Scabbards	Knives
Utility knife, holder, and belt	Face shield
Rubber boots (steel toed)	Freezer jacket
Reflective vest	

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

- d) Under no circumstances are the uniforms not owned by the employee or tools or equipment provided hereunder to be removed from the plant premises overnight.
- e) Employees may be required to replace items which are determined to be lost, damaged or broken through their misuse or negligence.

**14.02** Following completion of the probationary period, the Company will reimburse an employee up to one hundred and fifty dollars (\$150.00) towards the cost of approved safety footwear and/or insulated jacket upon presentation of an appropriate receipt for the purchase. Thereafter, full-time employees shall be eligible for this reimbursement after every twelve (12) months of employment and part-time employees after every two thousand (2,000) hours worked.

## **ARTICLE 15 – WORKERS' COMPENSATION**

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

## **ARTICLE 16 – PART-TIME EMPLOYEES**

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- 16.01** Recognizing the Company's business fluctuates according to the day of the week or month and the time of day, it is necessary to employ both full-time and part-time employees. The following provisions of this Article apply to the employment of part-time employees. Employees who are hired as vacation relief during the period May 1<sup>st</sup> – September 30<sup>th</sup> will also be considered part-time employees for the purposes of this Agreement.
- 16.02** In the event of the lay-off of a full-time employee, that full-time employee will have the option of being assigned by the Company to a part-time job. When



assigned as a part-time employee, all provisions applicable to part-time employees will be applicable to that reassigned full-time employee, except that the full-time employee assigned to part-time shall be paid their full-time rate for the first four (4) weeks of their reassignment to part-time.

**16.03** The following provisions of the Agreement apply to part-time employees.

Articles 1, 2, 3, 4, 5, 6, 7, 13, 14, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 27 and Appendix A.

- 16.04**
- a) The Company agrees that part-time employees shall not be used to the extent that they replace or displace a full-time employee from employment, or prevent establishing a full-time position when one exists, or the posting of a full-time position, except in cases of short-term absences, vacation relief, or emergency.
  - b) If replacement of a full-time employee is required by the Company, a part-time employee with the required seniority, skills and qualifications will be employed on a temporary full-time basis and covered by the Agreement conditions that apply to full-time employees. Where a part-time employee replaces a full-time employee on a temporary basis, they will return to part-time status at the end of the full-time period.

- c) Part-time employees may be called in at any time to cover for the short- term absence of full-time employees for any reason and for emergencies.
- d) Part-time employees shall not be called in or scheduled to work for less than four (4) hours.

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

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

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

**16.07** A part-time employee reclassified to full-time employment shall be credited with their seniority earned as a part-time employee on the basis of two thousand (2,000) hours worked equaling one (1) year

of seniority. For every eight (8) hours worked, a part-time employee would be credited with one (1) day of seniority towards their full-time seniority date. For example, if a part-time employee started on January 4, 1999 had accumulated one hundred and twenty (120) hours of work when the employee's part-time status changed to full-time on February 15, 1999:

- One hundred and twenty (120) hours divided by eight (8) hours = fifteen (15) days of service credit.
- The employee's new full-time seniority date would become Jan. 25, 1999.
- The employee would become eligible for benefit coverage on May 1, 1999.
- For the purpose of wage progression, the employee's first increase would be Jul. 25, 1999.
- For the purpose of calculating probationary periods, the employee will have completed fifteen (15) worked days of the probationary period set out in Article 8.01 (a).

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

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

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

- 1) Voluntarily leaves the employ of the Company;
- 2) Is discharged for cause;
- 3) Fails to return to work upon the conclusion of a leave of absence without reasons satisfactory to the Company;
- 4) Is not recalled to work when laid off due to a lack of work for more than six (6) months;
- 5) Is absent without leave for five (5) or more working days unless a reasonable explanation is provided that is considered to be acceptable to the Company.

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

- a) One and one-half times (1½x) the employee's regular hourly rate of pay for all work performed

in excess of eight (8) hours per day up to and including eleven (11) hours per day.

- b) Two times (2x) the employee's regular hourly rate of pay for all work performed in excess of eleven (11) hours per day.
- c) Two times (2x) the employee's regular hourly rate of pay for all work performed in excess of forty-eight (48) hours per week.

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

**16.12** Employees shall receive vacation pay to May 1<sup>st</sup> of any year on the basis of four percent (4%) of their previous year's earnings, after five (5) years of service, at six percent (6%) of their previous year's earnings, after ten (10) years of service, at eight percent (8%) and after fifteen (15) years of service, at ten percent (10%) of

their previous year's earnings and will have the choice of an equivalent paid vacation.

### **16.13 Part-Time Wages**

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

### **16.14** Subject to the needs of the business, the Employer will allow employees to restrict their availability for work in the following manner:

- a) In the month prior to April 1<sup>st</sup> and October 1<sup>st</sup> of each year, part-time employees can advise the Employer of the days of the week they wish not to be available to work in the six (6) month period following that date, provided that the employee must be available for possible eight (8) hour shifts three (3) days of the week, and one of those three (3) days must be the first or last day of the regularly scheduled workweek;
- b) Based upon the scheduling needs of the business and in order of seniority of the employees making the requests, the Employer will grant or reject the employee's request to restrict their availability to work particular days of the week.

- c) If the Employer grants the employee's request to not work particular days of the week, then for the six (6) month period following the request being granted, the Employer will not schedule that employee to work on those days.
- d) Article 16.14 shall not apply to students wanting the Employer to accommodate their school schedule.

## **ARTICLE 17 – SHOP STEWARDS**

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

## **ARTICLE 18 – ADJUSTMENT OF GRIEVANCES**

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**18.01** "Grievance" means any complaint or claim brought by the Company or by the Union or by any employee concerning discipline or discharge, or relating to the interpretation, application or alleged violation of this Agreement.

**18.02** All grievances shall be in writing, signed by the party making the grievance.

**18.03** Grievances will be initiated within fifteen (15) days of the date the alleged circumstances occurred or the

employee first reasonably became aware of the circumstances giving rise to the grievance.

**18.04** Shop Stewards shall be afforded such time off with pay as may be required to attend meetings with Management.

**18.05** The steps to be taken in the handling of any grievance shall be as follows:

**STEP #1** In the case of a grievance by any individual employee, such employee, with a Shop Steward, shall meet as soon after presentation of the grievance as may be mutually convenient with their immediate Supervisor. The Company shall inform the employee and the Shop Steward of its decision within three (3) days of this meeting. This step may be omitted if the grievance concerns the dismissal of an employee.

**STEP #2** If settlement is not achieved by the first step, or if such step is not applicable, the grievance shall be referred to a Union Staff Representative. If necessary, a meeting will then be held with the Plant Manager. The party to whom the grievance was presented shall make its decision known within five (5) days of this meeting.



**STEP #3** If settlement is not achieved by the second step, the grievance shall be submitted to arbitration.

- a) This step may be invoked by any party giving notice to the other concurrently with the decision required under the preceding step, or within forty-eight (48) hours thereafter.
- b) The Board of Arbitration shall be composed of one person appointed by mutual agreement between the Company and the Union. Within five (5) working days of the giving of notice of the invocation of this step, the parties shall select the Arbitrator. Where the parties are unable to reach agreement on an arbitrator, the matter will be referred to the Labour Relations Board in order to have an arbitrator assigned.
- c) The decision of the Arbitrator shall be final and binding on both parties.
- d) The Arbitrator shall not have the power to alter or change any of the provisions of this Agreement, or to substitute any new provisions for any existing provisions, or to give any decision inconsistent with the terms and provisions of this Agreement.
- e) Each of the parties to this Agreement shall jointly bear the expenses of the Arbitrator.

- f) The parties may waive and/or enlarge time limits by mutual agreement for any or all of the above steps.

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

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

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

Where the parties are unable to reach agreement on an arbitrator, the matter will be referred to the Labour Relations Board in order to have an arbitrator assigned.

**18.08** Disciplinary reprimands and suspensions which predate twenty-four (24) months of continuous discipline-free employment shall not be used in any disciplinary action after that time.

## **ARTICLE 19 – WAGES**

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

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

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

If an employee is transferred under circumstances (a) or (b), the employee will maintain their wage only for the first thirty (30) calendar days they work at the job, after which they will be paid the regular rate for the lower rated job.

If an employee is transferred under the circumstance (c), they will be paid the regular rate for the lower rated job immediately. This would include those situations as outlined in Article 9.02 (Option to Go).

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

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

## **ARTICLE 20 – BENEFIT PLANS**

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**20.01** The Company will make available to all full-time employees the Company's Group Insurance Plan. The following is a summary of the Plan for the purposes of reference. The specific plan conditions govern eligibility for participation and benefits of the Plan.

- a) Basic Life Insurance. Premiums paid 100% by the Company.
- b) Dependent Basic Life Insurance. Premiums paid 100% by the Company.
- c) Accidental Death, Dismemberment and Specific Loss equal to Basic Life Insurance. Premiums paid 100% by the Company.
- d) Dental Plan, including
  - Basic and Accident 80%
  - Major Coverage 50%
  - Maximum of \$1,500 per year for Basic and Major combined.
  - Maximum for dentures and bridgework \$2,000 for 5 years.

Premiums paid 100% by the Company.

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

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

## **ARTICLE 21 – PENSION**

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

## **ARTICLE 22 – BEREAVEMENT**

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**22.01** In the event of death in the immediate family of a full-time employee, the full-time employee will be granted and shall be entitled to one (1) week leave with pay. A part-time employee will be granted and shall be entitled to a three (3) work day leave with pay. The term "immediate family" shall mean spouse, common-

law spouse, parent, step-parent, child, step-child, brother or sister.

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

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

## **ARTICLE 23 – JURY DUTY**

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**23.01** In the event an employee is called for jury duty or jury selection or is served a subpoena by the Crown, the Company agrees to make up the difference, if any, between Jury Duty pay and employee's regular weekly pay. The employee must notify their supervisor promptly when they are called. Any difference will be paid only on proof of attendance and the amount actually paid.

## **ARTICLE 24 – NO STRIKES OR LOCKOUTS**

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

## **ARTICLE 25 – DISCIPLINE**

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- 25.01** No employee shall be discharged or disciplined without just cause.
- 25.02** The Company agrees that, whenever an employee is presented with a written notice of discipline, the employee will be given advance notice so that the employee may arrange for a shop steward to be present.
- 25.03** An employee may view their personnel file in the presence of a Company representative.

## **ARTICLE 26 – BULLETIN BOARDS**

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- 26.01** The Company will provide a bulletin board for the use of the Union.

## **ARTICLE 27 – EXPIRATION AND RENEWAL**

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- 27.01** Except as otherwise provided herein, this Agreement shall be effective for two (2) years, expiring on October 5, 2024 and thereafter from year to year but either party may, not less than one (1) month or more than four (4) months before the expiry date or the anniversary date of such expiry date from year to year thereafter, give notice in writing to the other party of a desire to terminate such Agreement and to negotiate a revision thereof.



- 27.02** All revisions desired by either party to this Agreement shall be submitted in writing at the first meeting between the parties, which shall, if possible, be held within ten (10) days of the giving of such notice.
- 27.03** When the required notice of termination or revision is given by either party, negotiations in connection with same will be started promptly and expeditiously conducted, so that if it is reasonably possible, same may mutually and satisfactorily be concluded within the notification period.
- 27.04** The Company and the Union mutually agree to exclude the operation of Section 50(2) of the *Labour Relations Code of British Columbia*.

## **ARTICLE 28 – FINAL OFFER SELECTION**

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- 28.01** The Company and the Union agree to commence negotiations for the renewal of the existing Collective Agreement between them once notice has been properly given in accordance with the terms of said Collective Agreement and the Company and the Union further agree to negotiate in good faith with a view to reaching agreement on a renewal of said existing Collective Agreement.
- 28.02** The Company and the Union agree to enter into and proceed through negotiations and further agree that each shall make every reasonable effort to reach agreement on the provisions for the renewal of the existing Collective Agreement.

**28.03** Should the Company and the Union reach an impasse in negotiations for the renewal of the above-mentioned Agreement or any subsequent renewed agreements prior to **December 31, 2027**, they mutually agree to extend said Agreement or renewed agreement in its entirety and to forego the right to strike or lockout. All outstanding matters shall then be submitted to final offer selection as hereinafter provided:

- a) The Company and the Union shall meet and agree on which proposals remain outstanding between them within seven (7) days of the date of reaching such impasse.
- b) The Selector shall be selected by mutual agreement between the Company and the Union if at all possible. If no agreement is reached on the person who shall act as Selector, either party may then request *The BC Labour Relations Board* to make the appointment.
- c) The Selector shall receive a written statement or brief from the Company and the Union outlining each of their respective positions on the outstanding proposals within fourteen (14) days of their appointment, and shall select either the Company or the Union position as outlined by them as the basis for settlement.

- d) The Company and the Union may mutually agree that their best interests would be served by having the Selector convene a meeting rather than receiving the positions of parties in writing. Failing such mutual agreement, the Company and the Union shall submit their final positions on all outstanding proposals by registered mail, to the Selector, within the fourteen (14) days specified above, or they shall waive all rights under this provision, and the Selector is instructed to proceed with the written statements or briefs which are properly filed within the time limits specified above.
- e) The Selector shall render their decision within twenty-eight (28) days of their appointment and said decision shall be final and binding on all parties to this Agreement.
- f) The Company and the Union shall pay the cost of their witnesses if required. The Company and the Union shall equally share the cost of the Selector.

**28.04** The renewal procedure set out in this Article 28 shall remain effective, and shall form part of any renewed Collective Agreement reached as a result of its use prior to **December 31, 2027**. It may be further renewed thereafter by mutual agreement between the Company and the Union.

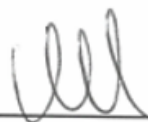
Signed this 16<sup>th</sup> day of June 2023.

**FOR THE EMPLOYER**



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Alan Chong



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Wendy Liu

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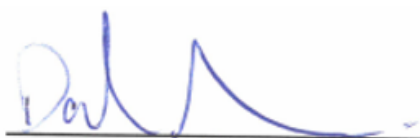
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**FOR THE UNION**



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Jim Janz




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Dale Juvelin



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Jo-Anne Henkel



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Dean Patriquin



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Johnny Khakh

## APPENDIX A – WAGE SCALES

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### WAGE SCALE A

**Employees in the following classifications hired prior to June 9, 2014** shall be paid according to Wage Scale A as set out below at minimum.

**Senior Plant Operations Employees** will be paid the following:

<b>Senior Plant Operations</b>	
October 2, 2022	October 1, 2023
\$26.12	\$26.75

**Plant Operations Employees** will be paid the following:

<b>Plant Operations Employee</b>	
October 2, 2022	October 1, 2023
\$20.02	\$20.50

**Shipper/Receiver** will be paid the following:

<b>Shipper/Receiver</b>	
October 2, 2022	October 1, 2023
\$20.02	\$20.50

## WAGE SCALE B

Employees hired on or after June 9, 2014 shall be paid according to Wage Scale B as set out below at minimum.

All employees not paid on Wage Scale A will be paid according to the following scales as set out below at minimum:

**Journeyman Maintenance** will be paid the following:

<b>Journeyman Maintenance</b>	<b>October 2, 2022</b>	<b>October 1, 2023</b>
start	\$35.05	\$35.75
6 months	\$35.30	\$36.00
12 months	\$35.55	\$36.25
18 months	\$35.80	\$36.50
24 months	\$36.05	\$36.75
36 months	\$36.55	\$37.25

**Maintenance Employees** will be paid the following:

<b>Maintenance Employee</b>	
<b>October 2, 2022</b>	<b>October 1, 2023</b>
\$25.96	\$26.66

Maintenance Helper scale matches Plant Operations Scale.

**Senior Plant Operations** will be paid the following:

<b>Senior Plant Operations</b>	<b>October 2, 2022</b>	<b>October 1, 2023</b>
start	\$18.82	\$19.05
6 months	\$19.05	\$19.30
12 months	\$19.30	\$19.55
18 months	\$19.55	\$19.80
24 months	\$20.70	\$21.10
30 months	\$21.85	\$22.25
36 months	\$23.63	\$24.20

Effective October 2, 2022, Senior Plant Operations Employees increase their rates as follows:

**Senior Plan Operations Employees** will be paid the following:

<b>Senior Plant Operations Employees</b>	
<b>Current Rate</b>	<b>New Rate</b>
\$18.77	\$19.55
\$19.87	\$20.70
\$20.98	\$21.85
\$22.63	\$23.63

**Plant Operations** will be paid the following:

<b>Plant Operations</b>	<b>October 2, 2022</b>	<b>October 1, 2023</b>
start	\$17.05	\$17.35
6 months	\$17.30	\$17.60
12 months	\$17.55	\$17.85
18 months	\$17.70	\$18.05
24 months	\$18.15	\$18.50
30 months	\$19.30	\$19.76

On October 2, 2022, Plant Operations Employees will move to the appropriate rates as outlined below:

**Plant Operations Employees** will be paid the following:

<b>Plant Operations Employees</b>	
Current Rate	New Rate
\$16.62	\$17.55
\$17.44	\$18.15
\$18.33	\$19.30

**Shipper/Receiver** will be paid the following:

<b>Shipper/Receiver</b>	<b>October 2, 2022</b>	<b>October 1, 2023</b>
start	\$17.05	\$17.35
6 months	\$17.30	\$17.60
12 months	\$17.55	\$17.85
18 months	\$17.70	\$18.05
24 months	\$18.15	\$18.50
30 months	\$19.30	\$19.76

On October 2, 2022, Shipper/Receiver Employees will move to the appropriate rates as outlined below:



**Shipper/Receiver Employees** will be paid the following:

<b>Shipper/Receiver Employees</b>	
Current Rate	New Rate
\$16.62	\$17.55
\$17.44	\$18.15
\$18.33	\$19.30

**Apprentice Meat Cutter** will be paid the following:

<b>Apprentice Meat Cutter</b>	<b>October 2, 2022</b>	<b>October 1, 2023</b>
Level 1: Start	\$18.82	\$19.04
Level 2: 6 Months	\$19.05	\$19.30
Level 3: 12 Months	\$19.30	\$19.55
Level 4: 18 Months + 1 <sup>st</sup> Year Exam*	\$19.55	\$19.80
Level 5: 24 Months + 1 <sup>st</sup> Year Exam*	\$20.70	\$21.10
Level 6: 30 Months + 2 <sup>nd</sup> Year Exam*	\$21.85	\$22.25
Level 7: 36 Months + 2 <sup>nd</sup> Year Exam*	\$23.63	\$24.20

\* To advance to the wage rates set out in Levels 4 – 7, the employee must have worked as an apprentice for the required number of months and have passed the apprentice exam associated with that level.

## **First Aid**

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

An employee assigned First Aid duties shall be paid a premium of seventy-five cents (\$0.75) per hour. Level Two is required.

## **Shipper-Receivers**

Vacant Shipper-Receiver positions shall be posted and the selection shall be made on the basis of skill, ability, and attendance over the last twelve (12) months. When these criteria considered together are comparable, seniority shall be the deciding factor.

Employees working as Shipper-Receivers will be paid a premium of twenty-five cents (\$0.25) per hour for all hours worked in that position, provided that the employee is forklift certified. The premium will be paid only to those employees working exclusively as Shipper-Receivers, and the premium will not apply to employees performing shipping or receiving work on a temporary or casual basis.

## **Trainers**

An Employee requested by a Manager to provide structured training to another employee will be paid a premium of fifty cents (\$0.50) per hour for all hours spent training (with a minimum premium of one (1) hour). The training premium does not apply to "job shadowing" or "buddy" system training.

Trainers will be selected on the basis of skill, ability, and attendance record over the last twelve (12) months. When these criteria considered together are comparable, seniority shall be the deciding factor.

## **Lead Hands**

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

- Shipping
- Sausage
- Cutting
- Packaging

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

Lead Hands and Relief Lead Hands shall be paid a premium of one dollar and fifty cents (\$1.50) per hour for any hours worked as a Lead Hand or Relief Lead Hand.

Where a part-time employee is appointed to a Lead Hand position, they shall gain full-time status.

## **Certified High Reach Operator**

Certified High Reach Operators shall be paid a premium of three dollars (\$3.00).

Premiums will only be paid to employees certified and will be paid for entire shift if the employee works the majority of their shift on the equipment they are certified on. It is understood that it will not be paid when working full shifts in another department.

## **Retroactive Payment**

First year wage increases will be retroactive to October 2, 2022.

## **APPENDIX B – IMPLEMENTATION OF THIS AGREEMENT AND THE PLANT EXPANSION**

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To the extent the needs of the business make it possible for the Company to do so, the Company shall, for the duration of this Agreement, maintain a work force of not less than fifty percent (50%) full-time employees of the total number of employees scheduled and actively working in any one (1) week, who are covered in the bargaining unit of this Agreement. Full-time employees who are on the regular payroll and off for a full week during their vacation shall be included in the full-time count for the purposes of determining the fifty percent (50%) ratio.

No Employees who have full-time status at the date of ratification of this collective agreement will be reduced to part-time status, other than at their request.

## **APPENDIX C – MEAT CUTTING APPRENTICESHIP PROGRAM**

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

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

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

2. Apprentices will be selected by seniority.
3. As Grade 10 is considered a Provincial requirement, apprentices must upgrade reading, writing, and math to a Grade 10 level in the first year or develop an action plan leading to entrance standard and agreed to by J.A.C.
4. If the apprentice decides within one (1) year to leave the apprenticeship program they have the right to return to the previous job with no loss of seniority.
5. The J.A.C. can evaluate the apprentice in the first three (3) months and the Joint Apprenticeship Committee (J.A.C.) will determine if the apprentice is suitable for the program.

6. When working in designated meat cutting classification, the apprentice will start at the bottom of the part-time meat cutting list. When the apprentice is working in any other classification, the apprentice's previous seniority will not have a negative effect on the hours of existing employees.

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

7. While in the provincial training program, the apprentice shall receive hours credit for experience and be paid for all time actually spent in training.
8. Apprentices who have already completed the provincial course in retail meat cutting shall receive full credit for the duration of the apprenticeship.
9. When selecting apprentices, the J.A.C. committee will determine the credit for previous experience.
10. When placed for the in-store portion of the apprenticeship, existing wage structures will prevail. All hours for in-store portion will be accredited to the apprenticeship.
11. The meat cutting apprenticeship shall be thirty-six (36) months or five thousand seven hundred and sixty (5,760)

hours of credited work in duration whichever comes first or for an extended period of time as agreed to by the J.A.C.

12. The start rate of pay is the eighteen (18) month Plant Operations Employee rate. Equal increments will be applied every six (6) months in an amount determined by taking the difference between the thirty (30) month Senior Plant Operations Employee rate and the eighteen (18) month Plant Operations Employee rate and dividing by six (6).



## LETTER OF UNDERSTANDING NO. 1

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Between

**Five Corners Meat Company Ltd.**  
Chilliwack, B.C.  
(hereinafter called the “Company”)

And

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

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

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

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

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

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

The parties have agreed the above conditions are clear on with respect to vacation entitlement when an employee reaches five (5), ten (10) and fifteen (15) years of service. However calculation of vacation pay has been the subject of differences in interpretation which are resolved by this Letter of Understanding. Both parties agree that an employee’s vacation pay accrual will increase to six percent (6%) after the completion of four (4) years of continuous service. However if an employee completes four (4) years of service and fails to complete their fifth (5<sup>th</sup>) year, they would not be entitled to the increased vacation pay of two percent (2%). In this event, an adjustment would be made to the vacation pay in the employees

termination pay and the Company is hereby authorized to deduct any overpayment of vacation pay.

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

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

## Example based on Employee Hired July 1, 1997

	<b>Years of completed service on May 1</b>	<b>Weeks of vacation entitlement</b>	<b>Vacation Pay</b>	<b>Vacation entitlement can be taken</b>
May 1, 1998	0 years (+10 months)	2	4% of earnings from July 1, 1997 - April 30, 1998	May 1, 1998 - April 30, 1999
May 1, 1999	1 year (+10 months)	2	4% of earnings from May 1, 1998 - April 30, 1999	May 1, 1999 - April 30, 2000
May 1, 2000	2 years (+10 months)	2	4% of earnings from May 1, 1999 - April 30, 2000	May 1, 2000 - April 30, 2001
May 1, 2001	3 years (+10 months)	2	4% of earnings from May 1, 2000 - April 30, 2001	May 1, 2001 - April 30, 2002
May 1, 2002	4 years (+10 months)	2 + 10/12 of extra week after July 1, 2002 = 2 weeks + 4 days	4% of earnings from May 1 - June 30, 2001; 6% of earnings from July 1, 2001 - April 30, 2002	May 1, 2002 - April 30, 2003
May 1, 2003	5 years (+10 months)	3	6% of earnings from May 1, 2002 - April 30, 2003	May 1, 2003 - April 30, 2004
<p><b>**Note: 10/12 (or any prorated vacation entitlement) in the years an employee attains 5, 10, 15 years of continuous service must always be rounded to the nearest day.</b></p>				

## LETTER OF UNDERSTANDING NO. 2

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Between

**Five Corners Meat Company Ltd.**  
Chilliwack, B.C.  
(hereinafter called the “Company”)

And

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

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

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

During the apprenticeship, apprentices’ seniority, for the purpose of scheduling, will follow Point 6 in the appendix, “When working in designated meat cutting classification, the apprentice will start at the bottom of the part-time meat cutting list. When the apprentice is working in any other classification, the apprentice’s previous seniority will not have a negative

effect on the hours of existing employees.” Seniority for vacation scheduling will be based on the date the apprentice began his/her apprenticeship and time off will be approved within the “cutters” category.

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

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

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

This Letter of Understanding overrides any provision made under Article 12.10, of the Collective Agreement, with regards to scheduling of vacation time for apprentice meat cutters as well as meat cutters who have been awarded a full-time meat cutters position as a result of completing an in-house apprenticeship.

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

Renewed July 11, 2018

## LETTER OF UNDERSTANDING NO. 3

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Between

**Five Corners Meat Company Ltd.**  
Chilliwack, B.C.  
(hereinafter called the “Company”)

And

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

### **Re: Domestic Violence**

The Employer recognizes that employees may face situations of domestic violence or abuse in their personal lives that may affect their attendance or performance at work. Where this is proven to be the case, the company will take this into consideration when considering discipline.



## LETTER OF UNDERSTANDING NO. 4

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Between

**Five Corners Meat Company Ltd.**  
Chilliwack, B.C.  
(hereinafter called the “Company”)

And

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

### **Re: Flexible Work Shifts**

#### **4 x 10 Work Shift Pattern**

- (a) The Company may implement Flexible Work Shifts consisting of four (4) ten (10) hour shifts.
- (b) Overtime for employees on a Flexible Work Shift shall be paid as follows:
  - 1. One and one-half times (1.5x) the employee’s regular hourly rate after:
    - i) ten hours in a day; or,
    - ii) on the employee’s fifth day worked in a week.

2. Two times (2x) the employee's regular hourly rate after:
  - i) eleven hours worked in a day; or,
  - ii) 48 hours worked in a scheduled work week.
- (c) Employees on a Flexible Work Shift will be entitled to three rest periods each shift as follows:
  1. A paid twenty (20) minute rest period approximately one-quarter ( $\frac{1}{4}$ ) into the shift
  2. An unpaid thirty (30) minute rest period approximately mid-shift
  3. A paid twenty (20) minute rest period approximately three-quarters ( $\frac{3}{4}$ ) into the shift.
- (d) Flexible work shift will be posted for a period of seven (7) calendar days and employees will have the option to sign up for these shifts. Seniority, qualifications and ability shall be the governing factors in the selection amongst employees who apply.
- (e) Should the Company revert a work area from a 4x10 shift pattern back to a 5x8 shift pattern, the Company will

provide a minimum of one weeks' notice to the employees working the 4x10 shift pattern.

- (f) Employees assigned to a 4x10 shift pattern may not be displaced from their role by an employee on a 5x8 shift pattern utilizing the OTG or any other displacement process outlined in the Collective Agreement.
- (g) If work is not available for employees reporting to work as scheduled the Company will provide five (5) hours of pay or work at their straight-time rate except in the event the plant operations are affected by an emergency, breakdown, fire, flood, snowstorm, strike, power failure, Act of God, or other causes beyond the Company's control.

Any concerns or challenges that may arise out of the implementation of this language will be addressed as part of the regular Labour Management Committee meetings.

## **12 Work Shift Pattern**

During the life of the Collective Agreement, if it would be advantageous to introduce a 12-hour shift pattern, the Union agrees to meet with the Company and collaboratively discuss this opportunity. Should the parties reach agreement on the how the 12-hour shift pattern will operate, it may be implemented by the Company.

## LETTER OF UNDERSTANDING NO. 5

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Between

**Five Corners Meat Company Ltd.**  
Chilliwack, B.C.  
(hereinafter called the “Company”)

And

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

The Union agrees that it will not unreasonably withhold its approval of any applications the Employer makes for Temporary Foreign Worker or similar programs. For the purposes of this Letter of Understanding, it is understood that an unreasonable withholding of approval would include philosophical, political, or any non-fact based reason.

## LETTER OF UNDERSTANDING NO. 6

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Between

**Five Corners Meat Company Ltd.**  
Chilliwack, B.C.  
(hereinafter called the “Company”)

And

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

Leave for extended vacation time of up to two (2) weeks (in addition to vacation, banked overtime and banked statutory holidays which must be taken concurrently) will be provided to up to three (3) employees a year who have five (5) or more years of service. Application for such leaves must be made during the vacation selection process and cannot include time during the vacation blackout periods. Where there are more than three applications for such leave in any year, the leave will be granted to the three (3) most senior applicants who do not have overlapping extended vacation time. No employee shall be granted more than one (1) leave under this Letter of Understanding every five (5) years.

**AS TO ALL LETTERS OF UNDERSTANDING**

Signed this 16<sup>th</sup> day of June 2023.

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Alan Chong


  
\_\_\_\_\_  
Wendy Liu


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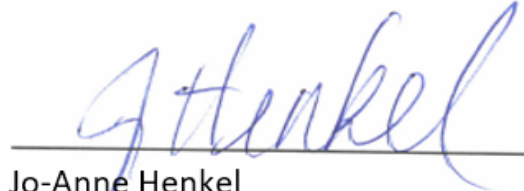
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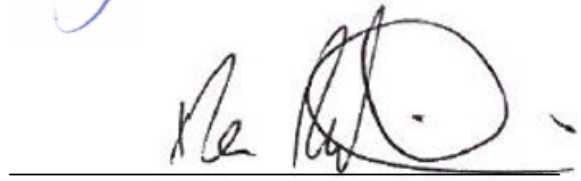
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**FOR THE UNION**

  
\_\_\_\_\_  
Jim Janz

  
\_\_\_\_\_  
Dale Juvelin

  
\_\_\_\_\_  
Jo-Anne Henkel

  
\_\_\_\_\_  
Dean Patriquin

  
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Johnny Khakh