

INDUSTRY	<i>Comp.</i>		
NO.	01	04	84
DATE	31	03	86
NO. OF EMPLOYEES	1-100		
NUMBER EMPLOYÉS			



# Vancouver Poly-Party Dairy Industry Agreement

Between

PALM DAIRIES LIMITED  
FRASER VALLEY MILK PRODUCERS'  
CO-OPERATIVE ASSOCIATION  
and  
TEAMSTERS LOCAL UNION 464  
Vancouver, B.C.

Effective April 1, 1984  
Expires March 31, 1986

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# INDEX

## VANCOUVER POLY-PARTY

Clause	Page
1 Union Security . . . . .	1
2 Union Activities of Employees . . . . .	3
3 Union Notices . . . . .	3
4 Deduction of Dues. etc. . . . .	3
5 Shop Stewards . . . . .	4
6 Conflicting Agreement . . . . .	4
7 Crossing of a Picket Line and Right to Handle Union Product . . . . .	5
8 Grievance Procedure . . . . .	5
9 Discharge of Employees . . . . .	8
10 Management Rights . . . . .	9
11 Welfare Plan & Pension Plan . . . . .	10
12 Compensation Coverage . . . . .	14
13 Pay Days . . . . .	15
14 Pay Statements . . . . .	15
15 Posting of Vacancies and Promotions . . . . .	16
16 New Classifications . . . . .	21
17 Loss of Wages . . . . .	21
18 New Employees . . . . .	21
19 Seniority — Reduction of Staff — Severance Pay . . . . .	22
20 Minimum Pay . . . . .	27
21 Eating and Rest Period . . . . .	27
22 Annual Holidays . . . . .	27
23 Statutory Holidays . . . . .	31
24 Days and Hours of Work and Overtime — Inside and Drivers (Not Driver Salesmen) . . . . .	33
25 Shift Differential . . . . .	36
26 Utilization of Employment . . . . .	37
27 Work Clothes . . . . .	38
28 Jury Duty . . . . .	38
29 Postponement of Time Off . . . . .	38
30 Period of Summer Season . . . . .	39
31 Credit on Routes . . . . .	39
32 Keeping Proper Records . . . . .	40

## INDEX

Clause		Page
33	Performance of Duty.....	40
34	Days and Hours of Work, Overtime and Time Off (Driver Salesmen) .....	41
35	Deliveries By Specials .....	44
36	Wages .....	44
37	Savings Clause .....	45
38	Expiration of Agreement.....	45
	Schedules "A", "B", "C", "D" and "E" ..	47-51
	Standard Working Hours (Maintenance Dept.), Overtime, Tool Insurance, Tool Depreciation Allowance, Schedule "F" .....	52-54
	Letters of Understanding .....	55-56
	Appendix "A" and Appendix "B" .....	57-61

# VANCOUVER POLY-PARTY DAIRY INDUSTRY AGREEMENT

THIS AGREEMENT shall be between Teamsters Local Union No. 464 and the following Employers:

## **PALM DAIRIES LIMITED**

3333 Main Street, Vancouver, British Columbia V5V 3M8  
Annacis Industrial Estate, New Westminster, British  
Columbia

## **FRASER VALLEY MILK PRODUCERS CO-OPERATIVE ASSOCIATION**

6800 Lougheed Highway, Burnaby, British Columbia V5A 1W2

THIS AGREEMENT entered into this    day of    , 1984.

BETWEEN:

a body corporate duly incorporated under the laws of the Province of British Columbia and having its place of business at

(hereinafter referred to as the "Employer")

OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION NO. 464, of the City of Vancouver, Province of British Columbia, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America.

(hereinafter referred to as the "Union")

OF THE SECOND PART

WITNESSETH THAT the Parties hereto agree as follows:

## **Clause 1 UNION SECURITY**

**1.01** All employees covered by this Agreement must become members of the Union within fourteen (14) calendar days of their commencing their employment hereunder. The Employer agrees to retain, in his employ, within the group covered by this Agreement, only members of the Union in good standing and to notify the Union within ten (10) days of any new employees hired or former employees returned to the payroll.

10/12

**1.02** It is further agreed: That any person not a member of the Union shall not work at occupations which come under the Union's jurisdiction, except in cases of emergency and then only until a member of the Union can be placed on the job. Where this provision operates against the efficiency of the plant, the Union undertakes to consider exemption in any particular case put before it. In the event of failure to reach agreement, the matter will be submitted to Arbitration under the provisions of Clause 8, Section 8.03.

**1.03** That the Union's jurisdiction shall be deemed to include the processing, manufacture, sale and/or distribution of dairy products or such other products as the Employer may from time to time process, manufacture, sell and/or distribute.

**1.04** This Agreement shall cover all employees engaged in work coming within the Union's jurisdiction and whether employed at the Employer's address set forth above or employed elsewhere in the Province of British Columbia and there engaged in the sale or distribution of dairy or other products shipped or forwarded from the aforesaid places

**1.05** The selling and distribution of dairy products being recognized as work coming within the Union's jurisdiction such work must be performed by an employee of the Company whose products are being sold or distributed provided that selling and distribution may be carried on by such persons other than employees who were on March 8th, 1960, carrying on such selling and distribution. Sub-section 1.04 shall not be deemed to include sales representatives who are not employed in distribution or delivery.

**1.06** Notwithstanding any other provisions of this Agreement, the wholesale selling and delivery of ice cream and other dairy products within an area of one hundred (100) miles of the City of Vancouver (excluding Vancouver Island and the Municipality of Powell River) (including Westview and Cranberry Lake) shall be performed by employees of the Company whose products are being sold or distributed; provided such selling and delivery may be carried on by

such persons other than employees who were on March 8th, 1960, carrying on such selling or delivery.

**1.07** Personnel above Route Foreman or Assistant Plant Foreman shall not be required to be members of the Union unless working within the Union's jurisdiction.

## **Clause 2 UNION ACTIVITIES OF EMPLOYEES**

**2.01** No employee shall be discharged or discriminated against for upholding the Union's principles. No employee who serves on a committee shall lose his or her position nor be discriminated against for that reason. The Employer shall allow time off work to any man or woman who is serving on a committee or as a delegate, provided that all requests for time off are reasonable or do not interfere with the proper operation of the plants or routes, and provided that requests for such time off are made by officers of the Union.

*11/09/3*

## **Clause 3 UNION NOTICES**

**3.01** The Company agrees to provide space which is readily accessible for the Union notices of direct interest to the Employees.

## **Clause 4 DEDUCTION OF DUES, ETC.**

**4.01** Each of the employees covered by this Agreement hereby authorizes the Employer to deduct and pay over to the Secretary of the Union, any monthly dues, fines or assessments levied in accordance with the Union's by-laws, owing by him or her hereunder to the said Union, or as are authorized by regular and proper vote of the membership of the Union. Monies shall be deducted in accordance with the written statement supplied in duplicate by the union which shall show the total amount owing by

*102/4*

each employee and the names of the employees for whom the deductions are to be made. Deductions of any monies owing shall also be made from any employees in the month in which they terminate. Monies deducted shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the 10th day of the following month and shall be accompanied by a copy of the written statement supplied by the Union.

## **Clause 5 SHOP STEWARDS**

**5.01** There shall be a Shop Steward at each operation covered by this Agreement, if the Union so desires, to see whether the members of the Union and the Employer live up to the provisions of this Agreement and to report any infraction of such provisions and rules to the superintendent or foreman, who shall promptly deal with same. Such shop steward shall be elected by the union members in the shop concerned, failing which, a shop steward may be appointed by the Union, and shall be an employee of the place in which he is a steward. There shall be no discrimination against the shop steward for Union activities.

**5.02** The shop steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement. The shop steward shall report to the Union officers any violation of this Agreement.

## **Clause 6 CONFLICTING AGREEMENT**

**6.01** It is further agreed by the Employer that no Union member will be asked to make any written or verbal agreement conflicting with this Agreement. No Union member shall make any written or verbal agreement with the Employer conflicting with this Agreement.

## Clause 7

# CROSSING OF A PICKET LINE AND RIGHT TO HANDLE UNION PRODUCT

**7.01** The Employer shall not require any member of the Union to cross a picket line which has not been declared illegal by a court of competent jurisdiction. The Employer shall not require any member of the Union to accept any product or goods from any person, or employees of any person, with whom the Union, Local 464, has a picket or placard line, which has not been declared illegal by a court of competent jurisdiction, around or against, or to deliver any product or goods to any person or employees of any person with whom the Union, Local 464, has a picket or placard line, which has not been declared illegal by a court of competent jurisdiction, around or against.

**7.02** It shall not be a violation of this Agreement or cause for dismissal for an employee to refuse to handle, receive, ship or transport any materials or equipment affected by a labour dispute which has not been declared illegal by a court of competent jurisdiction.

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## Clause 8

# GRIEVANCE PROCEDURE

**8.01** Any violation of this Agreement must be submitted as a written grievance within thirty (30) calendar days of the violation or be considered invalid unless, upon evidence of extenuating circumstances, grievance procedure is authorized by the Executive Board of the Union.

**8.02** Disputes or differences concerning the interpretation, application, operation or violation of this Agreement shall be subject to the time limits of Section one (1) of this Clause and shall be resolved according to the following procedure:

- (a) The employee or the Union together with such person or persons as he or the Union may wish, shall take the matter up with the Employer.

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- (b) Should a solution not be reached by step (a) then an officer or officers of the Union, accompanied by the employee, if he or they **so** wish, shall discuss the matter with the Employer. If a solution is reached this shall be final.

**8.03** If the procedures set forth in (a) and (b) above do not result in a solution being reached within seven days of the first discussion between an **officer** of the Union and a representative of the Employer, **or** within such further period as the Employer and the Union agree to in writing, the dispute shall be referred to an **Arbitration Board of three** persons appointed **as** follows:

- (a) The Party desiring arbitration shall appoint a member for the Board and shall notify the other Party in writing of the name and address of the person **so** appointed and particulars of the matter in dispute.
- (b) The Party receiving the notice shall within five (5) days thereafter appoint a member for the board and notify the other party of its appointment.
- (c) The two arbitrators **so** appointed shall confer to select a third person to be chairman and failing for three days from the appointment of the second of them to agree upon a person willing to act, either of them may apply to the Honourable, The Minister of Labour, to appoint such third member.

**8.04** The Arbitration Board shall sit, hear the parties, settle the terms of the question to be arbitrated and make its award within ten (**10**) days from the date of the appointment of the chairman, provided the time may be extended by agreement of the Parties.

The Arbitration Board shall have the power to determine whether a particular issue is arbitrable under this agreement.

A majority award shall be the award of the Board.

**8.05** If the Arbitration Board finds (or if at any earlier stage of the grievance procedure it is found) that an employee has been unjustly suspended or discharged, the employee

shall be re-instated by the Company without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the suspension or discharge had not taken place, or if an Arbitration Board finds (or if at any earlier stage of the grievance procedure It is found) that an ex-employee should have been re-hired that ex-employee shall be employed by the Employer and paid all pay which he would have enjoyed and accorded all the rights, privileges and benefits which he would have enjoyed if he had been hired at the proper time, provided that, if it is shown to the Board that the employee has been in receipt of wages during the period between discharge and/or suspension and re-instatement or date of failure to re-hire and re-hiring, the amount so received shall be deducted from wages payable by the Employer pursuant to this Clause, less any expenses which the employee has incurred in order to earn the wages so deducted, AND PROVIDED THAT the Arbitration Board, if circumstances are established before it, which, in the opinion of the Arbitration Board, makes it just and equitable to do so, shall have the authority to order the Employer to pay less than the full amount of wages lost.

**8.06** If the award of the Arbitration Board is subsequently set aside by a court of competent jurisdiction the question shall, at the request of either party, be submitted to another Arbitration Board appointed pursuant to and with all the powers provided in this Clause.

**8.07** The expenses and remuneration of the Chairman shall be paid by the parties in equal shares.

**8.08** Without restricting the specific powers hereinbefore mentioned the Arbitration Board shall have all the general powers of an Arbitration Board.

**Clause 9**  
**DISCHARGE OF EMPLOYEES**

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**9.01**

- (a) All employees shall be given fourteen (14) calendar days' notice before being laid off save those whose layoff is dictated by supply, exceptional weather conditions, or suspension of an operation for an unscheduled breakdown.
- (b) Employees shall give the Employer the same notice.
- (c) These provisions shall not apply to Part Time, Summer Help and new employees still within their probationary employment period (as per Clause 19.01 (a)).

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**9.02** Except for lay-offs pursuant to Clause 19 of this Agreement, no employee shall be discharged other than for proper cause.

**9.03** The Employer reserves the right to discharge any employee, without notice, for any of the following causes:

1. Dishonesty or Theft
2. Drunkenness
3. Refusal to obey a lawful order
4. Absence without leave
5. Drinking intoxicating liquors during working hours including coffee and lunch break.
6. Permitting unauthorized persons on vehicles provided "no riders" stickers are on vehicles.
7. Willful abuse of sick leave privileges
8. Impairment due to the improper use of drugs
9. Willful abuse of company property

**9.04** Any discharged employee may, within 72 hours of his discharge, in writing, require the Employer to give him the reasons for his discharge and the Employer will give such reasons to him, in writing, within 72 hours of such request, and in the event of any dispute or difference as to whether or not there was proper cause for the discharge of an employee only the reasons so set forth in writing shall constitute cause.

**9.05** If an employee is discharged or suspended for any reason whatsoever and feels that he has been unjustly dealt with, or, if an employee, laid off pursuant to Clause 19 of this Agreement is not re-hired and feels that he should have been re-hired, the dispute shall constitute a grievance if launched within fourteen (14) calendar days of the discharge or suspension, to be settled pursuant to the provisions of Clause 8 hereof

**9.06** The nature of a suspension, length of a suspension and the date of implementation of a suspension shall be provided to an employee in writing and the Union shall be so notified immediately

**9.07** All letters of warning or reprimand shall be removed from an employee's personnel file after a period of five (5) years provided no further disciplinary documentation is on file

## **Clause 10 MANAGEMENT RIGHTS**

**10.01** The Employer shall have the exclusive right and power to manage the business and direct the working forces, including the right to hire, suspend for cause, discharge for cause, lay-off, promote, assign to jobs, transfer employees from department to department, to increase or decrease the working forces, to determine the products to be handled

**10.02** Nothing in this Agreement shall be intended or is to be construed in any way to interfere with the recognized right of the Employer to manage and control the business. It is further agreed that nothing in this Clause shall be used to discriminate against any employee of the Union, its members or its Executive

**10.03** Nothing in any of the provisions of this Clause shall in any way limit, void or affect the other provisions of this

Agreement

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## Clause 11

### WELFARE PLAN & PENSION PLAN

72-0020  
11.01 Effective the first day of the month following the completion of fifty-two (52) working shifts the Employer shall continue to provide a Welfare Plan for all employees covered by this Agreement (excluding those listed hereunder) with the following benefits:

- (a) Life Insurance in the sum of \$20,000.00 upon death from any cause whatever 1706/13
- (b) Accidental Death and Dismemberment in the principal sum of \$20,000 00 both occupational and non-occupational coverage, on the following schedule of losses 76 C-1

Nature of Loss	Amount Payable
Life	The Principal Sum
The sight of both eyes	The Principal Sum
Either both hands or both feet	The Principal Sum
One hand and one foot	The Principal Sum
The sight of one eye and either one hand or one foot	The Principal Sum
Both the thumb and index finger of one hand	Quarter of the Principal Sum
One hand or one foot or the sight of one eye	Half the Principal Sum

- 1720/1  
(c) Monthly benefit paid to surviving spouse equal to 25% of monthly rate of base earnings of member at time of death, payable until death or remarriage of spouse.

- 1708/22  
1709/27  
(d) Sick benefit covering all employees in the sum of 65% of the employee's gross weekly base rate, for a period of fifty-two (52) weeks to become effective on the first day in the event of a non-compensable accident and on the fourth (4th) day of any sickness 74-065

Notwithstanding the above, the weekly amounts payable shall be equivalent to or greater than the amount payable under the Unemployment Insurance Commission Program

In addition, any employee with over (7) years' seniority that is on weekly indemnity may, at his option, make up his benefit to full salary by using accumulated sick days to the maximum payable as per Clause 11 03 (d)

On presentation of a receipt from the Physician, an employee shall be reimbursed up to ten (10) dollars for each Physician's statement completed in each sickness or accident period

To apply for sick benefit an employee must obtain the appropriate Sick Benefit application forms from the Employer

- (e) Extended Health Benefits Plan equivalent to the coverage provided by the Medical Services Association of British Columbia *1707/1*

Medical Travel Insurance benefits as provided for in Appendix A (attached)

- (f) Medical coverage and benefits equivalent to those provided by the Medical Services Plan of British Columbia *1705/1*

- (g) A Dental Plan providing the following coverage  
100% payment for claims for Plan A (Basic Services),  
75% payment of claims for Plan B (prosthetic appliances crown and bridge procedures)  
50% payment of claims for Plan C (Orthodontics) to a maximum of \$1,500 00 per life

- (h) A Long Term Disability Plan providing a benefit of thirty-three (33) percent (effective April 1, 1985 forty (40) percent) of an employees weekly base rate to commence after weekly indemnity ceases, payable to age 65 This benefit to be reduced by any amount payable by the Canada Pension Disability Plan *1713*

- (i) Effective August 1, 1984 an optical plan to provide \$100 00 of coverage each two year period applicable to each eligible person

**11.02** The cost of the benefits contained in Clause 11 01 shall be borne 100% by the Employer. *1707/1*  
*1705/1*

### 11.03 Sick leave

76B-1

- (a) Commencing on the 1st of the month following completion of the probationary period (per Clause 19.01 (a)) all employees shall accumulate paid sick leave at the rate of one-half ( $\frac{1}{2}$ ) day per month for each month wages are earned. For the purpose of this clause, wages shall include Weekly Indemnity and Workers' Compensation Benefits

Employees who accumulate sick leave in excess of thirty (30) days shall receive such excess days accumulated in the contract year in cash or as time off at the employee's option in the following contract year at a mutually agreeable time at their regular rate of pay. Effective August 1, 1984, employees over age 60 may, at their option, accumulate these sick days indefinitely at the rate of pay in effect when the days are earned. Each employee shall decide his option by April 30th of each year.

- (b) Where any absence, occasioned by sickness or accident is not covered for payment by either the Sick Benefit (11.01 (d) of this Clause) or Compensation, employees shall draw on time so accumulated in the following manner:

First day of Absence — One Half ( $\frac{1}{2}$ ) day's pay.

Second day of Absence — One Full day's pay.

Third day of Absence — One Full day's pay.

thereafter, the balance of accumulated Sick leave to be applied and paid at the full daily rate for each day the employee's absence exceeds fifty-two (52) weeks. Employees absent due to a workers' compensable accident shall draw on accumulated sick leave to provide a full day's pay on the day of such accident.

The Employer may also request a report from a qualified medical practitioner for any illness of three (3) days or less if it appears that a pattern of absence is developing.

Employees with an existing accumulated balance of 30 days and over shall receive full pay on the first

day of absence Sick pay shall not be payable once notice of employment termination has been given unless a physician's statement is submitted

- (c) It is mutually agreed, the maximum loss of pay up to the payment date of the sick benefit as per 11 01 (c) on account of absence due to sickness shall be one-half (1/2) day
- (d) Upon termination of employment for any reason an employee having completed
- 7 years of service will receive 33% of accumulated sick days owing
  - 14 years of service will receive 66% of accumulated sick days owing
  - 18 years of service will receive 100% of accumulated sick days owing, up to a maximum 30 days

#### 11.04 Funeral Leave

In the event of death in the immediate family of an employee, the Company shall grant up to three (3) working days leave of absence with pay to make arrangements for and/or attend the funeral The term "immediate family" shall mean spouse (including common-law spouse providing he or she is registered as a dependent under Clause 11), parents, children, brothers, sisters, grandparents, grandchildren, mother-in-law, father-in-law

#### 11.05 Leave of Absence

An employee, after one (1) full year of continuous full-time service may request in writing, and within fourteen (14) calendar days of the effective date (except under extraordinary circumstances) a leave of absence without pay once every two (2) year period and such permission shall not be unreasonably withheld Further leaves may be granted for compassionate reasons only The basis of refusal shall be when such leave will unduly affect the efficient operation of the employee's workplace If such leave of absence is used for purposes other than those for which it is granted, it shall be cause for dismissal



### **11.06 Pension**

The Employers shall continue to participate in the operation of a jointly trusteed Pension Plan in accordance with Appendix "B" attached hereto which shall form part of this Agreement.

### **11.07**

- (a) When an employee goes off work ill or on compensation or grievance procedure is invoked on his discharge, the Company shall continue to pay both his welfare fees and Union dues so that at all times, the employee shall be protected to the utmost.
- (b) To provide payment for the above mentioned welfare benefits, an employee must leave sufficient funds with the Employer or pay, or have paid on his behalf, in advance, the monthly payments direct to the Employer.
- (c) For the purpose of this Clause only, any employee off ill or on Compensation shall be deemed to be on the payroll.
- (d) All working time lost by an employee due to completing driver's tests or doctor's examinations shall, provided such test or examinations are required by his Employer, be paid for at the rate of pay applicable to said employee.

### **11.08 Exclusions**

- (a) Employees (Summer Help) per Clause 30.02
- (b) Part time employees (per Clause 19.01 (b)) who do not work more than fifty percent (50%) of the standard work week for their job classification.

These employees shall be excluded from the provisions of Clause 11, Welfare Plan.

## **Clause 12 COMPENSATION COVERAGE**

**12.01** When employees on compensation are directed by the Compensation Board or their physician that they may

return to work, they shall be returned to their previous job and rate of pay for a period of two (2) weeks to see if they are capable of performing the job held at the time of injury, and if so, shall be kept on the payroll.

In the event the previous job no longer exists, the employee shall be given a job of comparable nature subject to the provisions of Clause 19.

Notwithstanding the above, when an employee returns to work following compensation with any limitations on his ability to perform all functions of his job, the Employer reserves the right to obtain additional medical clarification.

## **Clause 13**

### **PAY DAYS**

**13.01** Employees shall be paid every second week. Pay day shall be on Thursday when possible but no later than Friday. The amount paid shall include all sums owing by way of wages earned up to and including the Saturday previous.

Should such payment be impossible due to circumstances beyond the Employer's control, such employees shall receive an advance approximating the regular pay.

**13.02** When pay day falls on a Statutory Holiday or an employees' day off, such employees shall have the privilege of drawing their pay cheques the previous bank day.

## **Clause 14**

### **PAY STATEMENTS**

#### **14.01**

- (a) All employees will be given a statement with their pay cheques showing the period for which the cheque is issued, the base earnings, extra earnings such as Statutory Holiday pay, accumulated earnings to date, accumulated overtime hours, and an itemization

of deductions. Premium pay and shift differential will show separately.

- (b) Accumulated sick leave (Clause 11.03 (a)) owing shall be shown on April 1st and October 1st of each year.

## **Clause 15 POSTING OF VACANCIES AND PROMOTIONS**

27F-1

### **15.01 Routes**

- (a) All new routes, vacant routes and positions shall be posted immediately on the bulletin boards at all operations in the district concerned for a period of ninety-six (96) hours, excluding Sundays, with details of earnings, units, hours of work, days off, and any other pertinent information. There shall be no changes in requirements of posted vacancies during time of posting.
- (b) Any employee desiring the new route, vacant route or position shall make application to the necessary manager within the period of posting. There will be a trial period not to exceed three working weeks during which the employee and/or the Employer can determine if the successful applicant is suitable, failing which the applicant will revert to his former route or position. The trial period may be extended by mutual agreement between the parties. Any such agreement for extension shall be put in writing with a copy sent to the Union.
- (c) Unsuccessful applicants under Section (b) above shall be considered in the filling of any route or position arising out of the original vacancy.
- (d) Application for vacant routes shall not be entertained if the applicant has applied for and been given a vacant route within the last six (6) months.

In the event that no suitable applicant is available and the position cannot be filled from within the department, or that the vacancy is a newly created route, then Clause 15.01 (d) will be waived.

221/2(5)

- (e) There shall be only one posting created by a ROUTE vacancy, provided that any vacancy of a Relief Drivers, Holiday Relief or Route Foreman's position shall be posted.
- (f) If a higher classification of driver's license is required for any driving job due to change or vehicle replacement, the cost of obtaining such license shall be borne by the Employer.

### **15.02 Inside**

- (a) On completion of shifts and days off selection as outlined in Clause 24.04, all vacancies or promotions shall be posted immediately for a period of ninety-six (96) hours excluding Sundays at all operations in the district concerned. Details of earnings, hours of work and days off to be on all postings.
- (b) Any inside employee desiring the vacancy or promotion shall make written application to the Plant Superintendent within the period of posting. There will be a trial period not to exceed three working weeks during which the employee and/or the Employer can determine if the successful applicant is suitable, failing which the applicant will revert to his former position. The trial period may be extended by mutual agreement between the parties. Any such agreement for extension shall be put in writing with a copy sent to the Union.
- (c) Any vacancy or promotion for an inside employee, shall result in one posting, plus a maximum of two (2) additional postings.
- (d) The Union shall be notified in writing in the event the vacancy is not posted within fourteen (14) calendar days.

### **15.03 Miscellaneous**

- (a) In determining vacancies and promotions, seniority shall be on a departmental basis (except as contained elsewhere in this Clause) as follows:

- (i) Production Department — to include all employees on the Production and Farm Pick-Up Payrolls
  - (ii) Sales and Distribution — to include all Sales and Distribution Department employees including inside employees (except Valley Branch) at non-processing operations
  - (iii) Other — to include Office and Laboratory employees in the Central District only as described in Clause 19 of this Agreement
- (b) The filling of vacancies for positions described under Schedule A (Wages) of this Agreement — Production Department Classifications A, B, C and D shall be filled on the basis of previous production department experience with the successful employees filling vacancies for specialized classifications of Tetra Operator, Cheesemaker (Cheddar), Cheesemaker (Cottage), Buttermaker, Ice Cream Maker, Pasteurizer and C I P Operator shall fulfill a training period and in addition, a non-mobility period whereby they will not be accepted to other vacant positions

For the specialized job classifications of Tetra Operator, Cheesemaker (Cheddar) and Cheesemaker (Cottage), the training period will be one (1) year and in addition, a non-mobility period of two (2) years

For the specialized job classification of Buttermaker the training period will be three months and in addition a non-mobility period of nine months

For the specialized job classifications of Pasteurizer, C I P Operator and Ice Cream Maker the training period will be six months and a non-mobility period of one year

- (c) The filling of vacancies and promotions shall be based on the length of continuous service an employee has been on the payroll of the Employer in the department concerned or without reference to department as contained in Section (d) of this Clause, other considerations such as ability and qualifications being equal

1304/11 (cont)

27A.B  
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Only those persons who have been in a posted or assigned position for a minimum of six (6) months may apply for new postings or vacancies.

Any employee desiring to change from one branch to another in the same department or without reference to department as contained in Section (d) of this Clause may make written application to do so and all such applications will be considered in conjunction with those submitted as above for any vacancy which occurs in the branch to which transfer is requested.

- (d) Applications for vacant positions of Print Machine Operator, Cottage Cheese/Sour Cream Operator, Creamer Operator, Checker and/or Loader (Fluid), Checker and/or Loader (Ice Cream), Dairyworker, Night Watchman, Janitor — Heavy Work (with certificate), Janitor — Light work, Retail Driver Salesman, and Truck Driver will be accepted without reference to department, other considerations such as ability and qualifications being equal.
- (e) No employee shall accumulate departmental seniority for bidding on a job unless he is already in a posted position. The employee will, however, accumulate company seniority as per Clause 19.01 (b).

The results of all postings to be announced and the employees affected to be notified within seven (7) days. A copy of such announcement will be sent to the Union office.

In the event the successful applicant is not assigned to the new position within fourteen (14) calendar days, the Company shall notify the Union.

If such vacancies or promotions are filled by other than the senior applicant, the Employer shall notify an Officer of the Union prior to making an announcement and shall supply them with the names of all applicants for the vacancy or promotion.

Upon request from the Shop Steward, unsuccessful applicants shall be notified in writing as to the reason why they were not chosen for the promotion or vacancy.

- (g) The time limit for posting of vacancies and promotions may be lowered in cases of extreme emergencies and only with the consent of the Union.
- (g) All new or vacant routes or positions must be posted. Any vacancy that occurred because of sickness or accident shall be considered temporary (and shall be filled in accordance with the provisions of Clause 24.04 provided retraining is not necessary) until such time as medical evidence indicates the employee will not be returning to his former job or position.
- (h) Applicants already on the payroll shall be given the new route, vacant route or positions before new employees are hired. Employees on days off or holidays shall be notified of vacancies by the Employer provided the employee, in writing has requested a change.
- (i) The Employer shall **post** on the bulletin boards at all operations on January 15th and July 15th of each year a list of all employees in the bargaining unit with their date of commencement of employment and their current classification. A copy of such list or lists shall be given to the Union.
- (j) Any classified vacancies shall be posted to allow plant employees first opportunity prior to using summer help. The Employer reserves the right (per Clause 10) to assign regular employees to such jobs.
- (k) The position of Chargehand for any classification within a sub-department will be subject to posting as per Clause 15, but without applying Clause 24.04 and with the understanding that the Employer will retain the right to determine when and where a Chargehand is required and have the option of deciding the necessity of replacing vacated Chargehand positions. Applicants for posted Chargehand positions shall be restricted to those employees working in the areas of responsibility in the Branch where the vacancy exists.

## **Clause 16 NEW CLASSIFICATIONS**

**16.01** The Employer shall negotiate with the Union, the establishment of and the rate of wages to be paid for any classification of work other than those set forth in Schedules "A", "B", "C", "D", "E" and "F".

**16.02** In the event that the Employer and the Union can not reach agreement concerning any proposed classification of work either party may invoke the Grievance Procedure set forth in Clause 8 of this Contract. The rate established by mutual agreement or Arbitration shall be retroactive to the day the employee was assigned to such position.

## **Clause 17 LOSS OF WAGES**

**17.01** No employee shall suffer a reduction in earnings or rate of earnings because of the adoption of this Agreement. For the purposes of this Clause, earnings shall not be deemed to include overtime earnings.

## **Clause 18 NEW EMPLOYEES**

**18.01** New, inexperienced employees (excluding Schedule A Classification F Summer Help) shall receive twelve percent (12%) less than the rate provided herein, for the first one hundred and four (104) working shifts; full scale thereafter. This shall include part-time employees.

**18.02** Experienced employees who terminate their employment with one Employer covered by Local 464, then go to work for another Employer (in the same capacity) shall be considered experienced and paid as such, provided the employee is not absent from the trade for a period exceeding six (6) months.



## Clause 19

# SENIORITY — REDUCTION OF STAFF SEVERANCEPAY

8-2052

### 19.01 Seniority

- 1/3
- (a) A probationary period of fifty-two (52) working shifts, to be completed within a period of one hundred and eighty-three (183) consecutive calendar days: shall apply in the case of each new employee, during which time seniority shall not apply, and an employee may be laid off without reference to seniority and the Employer shall not be obligated to rehire such employee. The probationary period shall be extended by any working shifts lost due to accident or illness during the probationary period. For Summer Help the probationary period shall be the first period of summer employment (minimum fifty-two (52) working shifts). Upon completion of the probationary period seniority shall date from the date of employment.

Employees who have completed their probationary period must register in writing for summer employment by April 1st the following year, if they wish to apply for summer employment in that year.

- (b) There shall be two separate seniority lists. Such lists shall be supplied to the Union by the Employer on January 15th and July 15th of each year and shall include all employees covered by this Agreement who have completed their probationary period.

The first list shall cover all employees other than part-time and summer help employees, and shall show the name, classification, and date of employment of each employee.

86-1

The second list shall cover all part-time employees (those employees employed for less than the standard work week for the job classification) and summer help (Clause 30.02) and shall show the name and classification of each employee and the number of shifts worked for the Employer.

Should a part-time or summer help employee become full-time that employee shall be transferred to the first seniority list and a date of employment for the purposes of seniority shall be determined retroactively on the basis of one calendar month for each 17.3 shifts accumulated.

For a summer-help employee to become full-time, the employee must complete fifty-two (52) shifts of work outside the summer period or from the date of applying for and receiving a permanent position.

## 19.02 Reduction of Staff

- (a) Whenever it is necessary to reduce the number of employees for any reason whatsoever the employees shall be considered as laid off and will be rehired in order of seniority provided that the Employer may apply to the Union for its consent to waive seniority in any case where the ability and qualifications of a particular employee are substantially superior to those of a more senior employee and provided further that such superior ability and qualifications are necessary for the job involved.

The onus of establishing the matters aforesaid shall be on the Employer.

- (b) A reduction in staff may only be effected by the laying off of the least senior employee in accordance with the following procedure, recognizing the Departments and Districts listed below.

- Departments**
1. Production
  2. Sales and Distribution
  3. Other

### Districts

1. **Lower Mainland** — Squamish, Vancouver, Burnaby, Valley, Delair, Sardis, Hope and Sechelt.
2. **Vancouver Island** — Victoria, Nanaimo, Port Alberni, Courtenay, Campbell River and Powell River.
3. **Central** — Williams Lake, Cache Creek, Kamloops, Armstrong, Kelowna, Vernon and Penticton.

4. **Northern**— Vanderhoof, Burns Lake, Smithers, Terrace, Kitimat, Prince Rupert, MacKenzie, Prince George and Quesnel.
5. **Kootenays** — Cranbrook, Castlegar, Golden and Revelstoke.

Procedure for reduction of staff:

- (i) District 1 and 3 — (Lower Mainland and Central)
  1. Where the Employer eliminates a job process, route or position, the employee displaced shall be the least senior employee within the Department affected in the Plant or Branch concerned.
  2. The displaced employee from Step 1 (above) shall displace the least senior employee within his Department in the District concerned.
  3. The displaced employee from Steps 1 and 2 (above) shall displace the least senior employee within the District concerned, regardless of Department.
  4. The displaced employee from the above Steps shall displace the least senior employee on an overall seniority basis, regardless of District or Department.
- (ii) Districts 2, 4 and 5 (Vancouver Island, Kootenays and Northern)
  1. Where the Employer eliminates a job process route or position, the employee displaced shall be the least senior employee in the Plant or Branch concerned.
  2. The displaced employee from Step (ii) 1 (above) shall displace the least senior employee within the District concerned, regardless of Department.
  3. The displaced employee **from** the above Step (ii) shall displace the least senior employee on an overall seniority basis, regardless of District or Department,

(iii) Temporary Lay-offs

A temporary general reduction of staff dictated by supply, exceptional weather conditions, or suspension of an operation due to maintenance or unscheduled break-down shall be by seniority (as per Clause 19.02 (a)) and shall affect only the job classification in the Department in the Plant or Branch concerned

**As in 19.02 (a) of this Clause, the Employer may apply to the Union for its consent to waive seniority and the Union, within the terms stipulated in 19.02 (a), undertakes to consider such application**

- (c) Any employee laid off from a posted position will be afforded the option to waive the reduction of staff procedure and accept a lay-off from the Branch/Plant in which they were employed with the right of recall to that Branch/Plant only. This option must be completed and signed at the time of lay-off from his/her permanent position and will provide recall to a vacant position

Employees laid off pursuant to this Clause shall retain the right to be rehired for fifty-two (52) weeks from the date of initial lay-off from permanent or part-time status provided that the employee shall leave with the Employer an address and telephone number at which the employee can be served notice of rehire. The onus shall rest with the employee to maintain a correct address and telephone number. The date of initial lay-off will be advanced forward by fifty-two (52) weeks if the employee has worked a minimum of one hundred and four (104) shifts in the previous fifty-two (52) week period. On completion of the above shifts, this would provide

1. Renewal of the 52 week right of recall, and
2. The opportunity to renew the lay-off option previously selected.

Seniority shall not accumulate during the lay-off period. Any employee failing within seven (7) calen-

dar days to respond to a notice of recall shall be deemed to have forfeited both the right to recall and seniority.

Where any dispute arises such dispute shall constitute a grievance and shall be settled pursuant to the provisions of Clause 8 of this Agreement.

- (e) Employees who leave the bargaining unit but remain in the employ of the Employer, shall have the right to re-enter the bargaining unit and retain their full company seniority unless terminated.

### 19.03 Severance Pay

- (a) Severance pay shall apply to all employees.
- (b) In respect to an employee whose termination arises out of or is attributable to:
1. The elimination of a job process, or *Tech Chg*
  2. The introduction of equipment or methods which reduces the number of employees, provided he has five (5) years or more service, he shall be eligible for severance pay at the rate paid at the time of severance.
- (c) All employees with two (2) to five (5) years of service shall receive two (2) weeks severance pay when termination is due to reasons outlined in this section. *32*  
Additional severance pay shall accrue at the rate of two (2) weeks of full pay for each year of service commencing with the sixth (6th) year of service but shall not exceed a total of twenty (20) weeks of full pay. *33*
- (d) Upon termination such employee shall be placed on the rehire list as provided for in Section 19.02 (c) of this Clause, for a period of **four (4) weeks**. At the end of four (4) weeks, the employee so affected shall have the option of remaining on the rehire list or accepting severance pay. *2*
- Should he elect to remain on the rehire list, he may renew his option every fourth (4th) week but in any event, providing no suitable employment has been provided by the Employer, he must accept severance pay not later than fifty-two (52) weeks from the date of termination.

(e) Any employee electing to take severance pay under the terms set out above shall forfeit all rights under this Agreement

Any employee electing to retire on pension prior to normal retirement age shall not be eligible for severance pay

(f) Severance pay shall be paid in addition to all other sums owing to the employee

## Clause 20 MINIMUM PAY

**20.01** When an employee is called to work on any of his days off he shall receive a minimum of four (4) hours' pay or pay at the overtime rates for all time worked, whichever is the greater. 143/703/17

Overtime may be taken, at the employee's option, in money or in time off at a mutually agreed upon date. 505/11

## Clause 21 EATING AND REST PERIOD

**21.01** No employees shall be worked longer than five (5) hours without a half hour off for the purpose of eating a meal. 1203/4

**21.02** All employees shall be entitled to a ten minute break in the forenoon and afternoon, without loss of pay.

**21.03** All employees shall be entitled to a paid ten (10) minute break immediately following the standard shift if overtime in excess of one (1) additional hour is anticipated.

## Clause 22 ANNUAL HOLIDAYS

**22.01** Employees who may, because of the seasonal nature of the work, be employed in such a manner as to

be subject to short periods of lay-off, shall accumulate working time in successive years toward holiday schedule and shall receive pro-rated holiday pay depending on the number of months worked.

12 months worked-2 weeks holiday or 4% holiday pay  
24 months worked-3 weeks holiday or 6% holiday pay  
36 months worked-4 weeks holiday or 8% holiday pay  
48 months worked-5 weeks holiday or 10% holiday pay  
60 months worked-6 weeks holiday or 12% holiday pay  
72 months worked-7 weeks holiday or 14% holiday pay

**22.02** All employees with one (1) year or more service shall receive two (2) weeks off with full pay or 4% of their annual earnings, whichever is the greater. All employees with two (2) years or more service shall receive three (3) weeks off with full pay or 6% of their annual earnings, whichever is the greater, All employees with seven (7) years or more service shall receive four (4) weeks off with full pay or 8% of their annual earnings, whichever is the greater. All employees with fourteen (14) years or more service shall receive five (5) weeks off with full pay or 10% of their annual earnings, whichever is the greater. All employees with eighteen (18) years or more service shall receive six (6) weeks off with full pay or 12% of their annual earnings, whichever is the greater. All employees with twenty-five (25) years or more service shall receive seven (7) weeks off with full pay or 14% of their annual earnings, whichever is the greater, provided however, that any employee off ill, or on compensation shall be given an annual holiday credit of:

- (a) 2 months if entitled to two weeks
- (b) 3 months if entitled to three weeks
- (c) 4 months if entitled to four weeks
- (d) 5 months if entitled to five weeks
- (e) 6 months if entitled to six weeks
- (f) 7 months if entitled to seven weeks

in addition to all time worked during the year, provided further the sum of time credited and time worked does not

exceed one (1) year, and provided such employee worked for his regular Employer during some part of the year.

**22.03** Two weeks of these annual holidays, unless the employees entitled to same have, on their first selection, elected to take all or any portion of their annual holidays within the months of October to April inclusive, shall be given the employees entitled to same in the months May to September inclusive. All employees in each group shall be given the opportunity to choose their holiday dates in order of their seniority, i.e. length of service. Choice of holidays under each holiday reliefman or wherever possible without reference to the holiday reliefman, shall be as nearly proportionate as possible in terms of seniority.

Annual holidays will constitute fourteen (14) consecutive calendar days off provided the days of annual holidays within the fourteen consecutive days does not exceed the employee's entitlement to holiday.

All periods of the year, save for December 24th to January 2nd at Sardis, and the week immediately preceding Christmas for Wholesale, shall be available for holidays and shall be posted.

**22.04** All employees entitled to more than two (2) weeks holiday may select all or any portion of their holiday entitlement in one continuous period providing they take their holidays in the months October to April inclusive.

Vacation schedules for the summer period will be posted by January 31st and all vacation selections must be completed by April 1st. It is the employee's responsibility to sign up for holidays by this time, otherwise more junior employees may have first choice or holidays may be refused during this time slot.

Employees taking all their holidays within the winter schedule shall indicate the period desired and shall be given same on the basis of their seniority.

**22.05** Any employee requesting holidays during the months May to September inclusive shall, at their option, receive two (2) weeks in one continuous period. Employees entitled to five (5) weeks or more of annual holidays requesting annual holidays during the months May to September in-



clusive may receive, at their option three (3) weeks in one continuous period. The remainder of the holidays to which such employee is entitled shall be given during the months October to April inclusive.

Vacation schedules for the winter period will be posted by June 15th and all vacation selections must be completed by September 1st. It is the employee's responsibility to sign up for holidays by this time, otherwise more junior employees may have first choice or holidays may be refused during this time slot.

#### **22.06**

- (a) In the event the application of holiday selection as outlined above results in single weeks left open on the holiday schedule, an employee may select one of the single weeks on his or her first choice.

This selection of one week in the summer period shall constitute that employee's entire first, second or third choice with any further holiday entitlement being selected from available time in order of seniority.

- (b) Should available time remain open on a holiday schedule after all employees covered by the schedule have made their first selection, the employees shall have the option of making additional summer period selections in order of seniority.

These additional selections, if any, shall be for one (1) week periods only and shall in no way limit the selections in order of seniority on the winter schedule.

**22.07** The completed list of holiday periods for the months May to September inclusive shall be posted by January 31st and completed by April 1st of each year, and must also show the dates chosen by employees electing to take holidays in the months October to April inclusive. The completed list of holiday periods for the months October to April inclusive shall be posted by June 15th and completed by September 1st of each year.

**22.08** All accumulated paid time off such as sick days (as per Clause 11), Statutory Holidays (as per Clause 23), and overtime (as per Clause 24 and 34) owing for the previous

twelve (12) month period ending March 31 may be selected in order of seniority in the same fashion as Annual Holidays and taken during the months of October to April inclusive.

**22.09** Each employee shall be entitled to thirty (30) days advance notice of any change of the dates of his annual holidays from the date shown in the completed lists of holiday periods provided such change is occasioned by anything other than accident or illness, or unless such change is mutually agreeable to the parties involved.

**22.10** It is recognized that the Fraser Valley Milk Producers Co-operative Association uses April 1st as a common anniversary date for computing vacation pay and entitlement.

**22.11** All employees terminating their employment shall receive 4%; 6%; 8%; 10%; 12%; or 14% of their annual earnings in lieu of holidays to which they are entitled.

**22.12** Ice Cream Driver Salesmen shall beginning with the holiday season of 1970, be divided into two (2) groups, as nearly equal in numbers as possible according to seniority. Group one (1) shall contain the senior (based on length of service) driver salesmen. Those with less seniority shall be placed in order in group two (2). Those driver salesmen in group one (1) shall be given two (2) weeks (or three (3) weeks as per Clause 22.05) of their annual holidays for 1970 in the months of May to September inclusive. Those in group two (2) shall be given two (2) weeks (or three (3) weeks as per Clause 22.05) of their annual holidays for 1971 the months of May to September inclusive. The cycle shall then be repeated. Ice Cream Driver Salesmen receiving two (2) or three (3) weeks of their annual holidays under the schedule shall not be allowed to transfer holiday dates, but may elect to take their holidays outside this period.

## Clause 23 STATUTORY HOLIDAYS

**23.01** All employees shall receive ten (10) Statutory Holidays and all holidays proclaimed by either the Federal or the Provincial Government with full pay during the year. The Statutory Holidays shall be:

New Year's Day  
Good Friday  
Empire Day  
Dominion Day  
B.C. Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

**23.02** All employees shall receive one (1) additional Statutory Holiday with full pay to be given at a mutually agreed upon date for each employee. 907/1~

This provision shall not apply to:

- (a) Employees whose term of employment does not exceed the probationary period (per Clause 19.01 (a)). 902/3
- (b) Employees (Summer help) whose term of employment does not exceed the period May 1st, to September 15th, inclusive.

**23.03** Each employee shall be entitled to seven (7) days advance notice prior to receiving Statutory Holidays.

**23.04** Each employee shall be entitled to four (4) days advance notice prior to cancellation of Statutory Holidays. Any Statutory Holiday cancelled with less than four (4) days advance notice shall accrue at the rate of two (2) days for each day so cancelled.

**23.05** Statutory Holidays shall not be given in advance save by mutual consent of the Employer and the employee.

**23.06** Whenever possible, time off for Statutory Holidays will be given on the day of the Statutory Holiday but when this is not possible any one required to work on a Statutory Holiday shall have the option of being paid at double time plus an accrued day off with pay or straight time plus the accrual of two (2) additional days off with pay which shall be tied to given to those entitled to same in the months October to April inclusive. Any Statutory Holidays owing as of April 30th each year that have not been given in time off as per Clause 22.08, shall be paid for in cash in the following pay period at the rate of double time. No wholesale or retail routes shall go out on Christmas Day or New Year's Day. 608/7

The Employer will post a list of time available during which statutory holidays owing may be taken. This time may be selected and will be awarded on the basis of seniority; any remaining time available will be assigned in reverse order of seniority.

**23.07** All employees shall receive all Statutory Holidays with full pay which fall while they are on the payroll save for:

- I. Part-time employees (per Clause 19.01 (b)) who shall receive on April 1st of each year payment of Statutory Holidays as per Clause 23.01 prorated according to the, number of shifts worked in the previous twelve month period. *880*
- II. Summer Help (per Clause 30.02) who shall receive on termination date payment of Statutory Holidays as per Clause 23.01 prorated according to the number of shifts worked in the summer season. *1805/2*

It is agreed that should the number of Statutory Holidays be increased by the Federal or Provincial Government the prorated payment will be based on the increased number.

**23.08** An employee shall be entitled to a paid day off for each such Statutory Holiday even if it falls on his weekly days off or time off taken in lieu thereof or on his annual vacation. *904*

**23.09** Each permanent employee shall be entitled to a Statutory Holiday even when he or she is off through illness, quarantine, compensation or lay-off, providing he or she is not absent for a period exceeding thirty (30) working days immediately prior to the Statutory Holiday. This payment will represent the difference between compensation or sick leave payment and his/her regular pay for that day. *905/1*

**Clause 24**  
**DAYS AND HOURS OF WORK**  
**AND OVERTIME — INSIDE AND DRIVERS**  
**(NOT DRIVER SALESMEN)**

**24.01** The basic work week shall be thirty-six (36) hours. Nine (9) hours, or other shift mutually agreed to by the parties, whichever is applicable, and based on the principle of a thirty-six (36) hour work week shall constitute a day's work.

*401 / 7*  
*40 - 14(2)*  
*405 / 15*

For ice cream production staff the work week shall be four ~~(4)~~ nine (9) hour shifts or other shifts mutually agreed to by the parties.

All time worked in ~~excess of the regular daily shift~~ of nine (9) hours, or other shift mutually agreed to by the parties, whichever is applicable, shall be paid for at double time.

Whenever necessary, the eight (8) hour shift shall continue to be applied at the Sardis operation.

41-2 Overtime may be taken, at the employee's option, in money or in time off at a mutually agreed upon date.

No employee shall be required to work longer than five (5) hours overtime in any one week provided however:

- (i) Hours worked on days off are ~~not~~ included.
- (ii) Shifts must be completed as required.
- (iii) Overtime resulting from start up of new equipment not included.

There shall be a minimum break of ten (10) hours between regular scheduled shifts, excluding overtime. There shall be no split shifts.

All overtime pay will be calculated on the base hourly rate and will not include any shift differential and/or premium pay. All overtime will be paid out or taken as time off by April 30th following the calendar year in which it is earned.

24.02 All inside employees and drivers (not driver Salesmen) working a four (4) or five (5) day week shall receive at least two (2) consecutive days off each week. Each week shall mean a calendar week defined as Sunday through Saturday. 7 DAY WK

3750  
24.03 A schedule of time off shall be posted so that inside employees and drivers (not driver Salesmen) shall have at least seven (7) days advance notice of days off. Any employee required to work on any of his days off shall be paid at double time for all hours worked. 503

504/7  
Employees shall receive twenty-four (24) hours notice for change of shifts except for the following reasons:

- (i) Short notice absenteeism of other employees.
- (ii) Reasons as outlined under Clause 9.01 (a).

#### 24.04

- (a) Seniority within the job classification shall be a determining factor in the selection of days off and shift to be worked. The Employer shall retain the right at all times to see that the required number of experienced employees is available on each shift, to ensure proper and efficient operation. If the person with the most seniority is away then the next most senior person has first option on that shift providing it becomes necessary to replace the most senior person with other than regular relief personnel.
- (b) Experienced workers regularly working a full shift who are directed to another shift by the Employer shall be guaranteed a full shift's pay. ~~4/6/09~~

**24.05** There shall be no plant work done in the ice cream department on Sundays, except in cases of emergency.

#### **24.06 Days and Hours of Work and Overtime — Farm Tanker and Interplant Drivers — F.V.M.P.C.A.**

- (a) The basic work week shall be thirty-six (36) hours. Eight (8) hours, nine (9) hours, or other shift mutually agreed to by the Parties, whichever is applicable, and based on the principle of a thirty-six (36) hour work week shall constitute a day's work.

All time worked in excess of the regular daily shift of eight (8) hours, nine (9) hours, or other shift mutually agreed to by the Parties, whichever is applicable, shall be paid for at double time.

Overtime may be taken, at the employee's option, in money or in time off at a mutually agreed upon date.

- (b) Finishing Time

Provided that an employee shall not be deemed to have completed his day's work until he has completed all duties including additional pick-ups and/or deliveries if any, required of him by the Company, and

without limiting the generality of the foregoing, until he has unloaded his truck, refueled and checked his truck: balanced his daily load sheet or other record of goods supplied or deliveries made; completed any other necessary records: and attended at any meeting or interview called or requested by the Company.

~~469~~ In the event that any of these drivers completes his work in less than eight (8) hours, nine (9) hours, or other shift mutually agreed to by the Parties, whichever is applicable, in any one day, he shall be deemed to have worked a full shift on that day.

**24.07** All sums earned by way of overtime shall be paid for in the pay period following that in which they are earned. All premium pay including overtime shall be calculated on the classified base rate.

**24.08** Each Driver shall be entitled to a ten (10) minute break in the forenoon and afternoon.

**36-330** **24.09** All farm and inter-plant tanker drivers shall be entitled to one-half (%) hour for lunch during the unloading period. This one-half (1/2) hour period shall be calculated as part of the regular work shift.

**24.10** All drivers must submit upon completion of his shift, a completed and properly identified tachometer or recorder card from all vehicles equipped with recording devices.

## Clause 25 SHIFT DIFFERENTIAL

**25.01** This Clause shall apply to all employees excluding night watchmen, and janitors. Any employee working a daily shift starting between 12 noon and 12 midnight shall receive an extra \$1.65 per hour for all hours worked during the shift.

**25.02** Any employee commencing a daily shift before 6:00 a.m. shall receive an extra \$1.65 per hour for all hours worked prior to 8:00 a.m.

**25.03** Any time less than ten (10) minutes will not be computed, except where it is a daily or nearly daily occurrence,

406/9

then all times shall be computed and totalled, and paid for in each pay period.

**25.04** Any employee working Sunday shifts (any shift that includes Sunday as a regularly scheduled work day) shall be paid a premium of \$1.65 per hour (in addition to any other shift premium that may be applicable) for all hours worked on Sunday.

**25.05** Clause 25 does not apply to Summer Help.

## Clause 26 UTILIZATION OF EMPLOYMENT

**26.01** Reliefman — A relief dairyworker is an employee who relieves on two or more different job classifications other than his/her own during the work week.

**26.02** Employment. — Other Classifications — When an employee is required to fill the place of another employee receiving a higher rate of pay, if only for a day or the greater part of a day, he shall receive the higher rate, but if he is required to fill temporarily, the place of another employee, receiving a lower rate, his ~~rate will~~ <sup>rate will not</sup> be changed to the lower rate.

This provision shall not apply when, due to lack of work an employee may be reclassified.

### 26.03

- (a) Combination of Classifications (Seasonal or otherwise) — All employees shall be employed in a manner conforming to the listed classifications. It is recognized that the nature of an operation or the season of the year may render it necessary to combine two or more classifications.
- (b) Any employee affected by the combining of his classification with any other classification or with work performed under the classification of Dairy Worker shall be paid at the highest rate of the combined classifications.



**Clause 27**  
**WORK CLOTHES**

1301/1  
**27.01** All inside employees shall be provided with (at no cost to them) clean uniforms, coveralls or smocks, whichever is applicable, as well as gloves, to those requiring same. These clean clothes will be supplied no less than once a week and shall be Union made and Union serviced.

**27.02** The Company shall provide each driver with a clean uniform at least once per week. These uniforms shall be Union made and Union serviced.

**27.03** The Company shall provide suitable protective clothing to all employees required to work in the cold room, at no cost to the employee. 1303/1(2)

The Company shall provide a suitable warm coat to all driver salesmen working in or out of cold hold trucks.

**27.04** All clothing and uniforms to be supplied and/or serviced by a company under contract to a Teamster Local Union, provided the rates are competitive.

**Clause 28**  
**JURY DUTY**

638-1

**28.01** All working time lost by an employee due to necessary attendance on Jury Duty or any court proceedings arising out of his employment shall be paid for at the rate of pay applicable to said employee.

**28.02** Any employee on Jury Duty shall, subject to this provision, make himself available for work before or after being required for such duty, wherever practicable. All jury duty pay or witness fees received by the employee from the courts shall be reimbursed to the Employer.

1106/2

**Clause 29**  
**POSTPONEMENT OF TIME OFF**

**29.01 Fluid Milk**

If, at any time, a driver salesman's, reliefman's, holiday reliefman's or route foreman's time off should be post-

poned for any reason, he shall be paid extra for the time worked, or have the time off, at his option, on the following pay period at the rate of double time

### **29.02 Ice Cream**

If at any time, an employee's time off should be postponed for any reason, he shall be paid extra for the time worked, on the following pay period at the rate of double time for each day so postponed, or, at the employee's option, two days off at a mutually agreed upon date for each day so postponed

## **Clause 30 PERIOD OF SUMMER SEASON**

**30.01** The summer season shall be defined as the time of year between and including the 1st of May and the 15th of September.

**30.02** Employees employed specifically for the period defined in Section 30.01, shall be classed as summer help and paid at the rate applicable, it being understood that any employee working at a classified occupation shall be paid the classified rate whilst so employed, subject to the provisions of Clause 18.01.

**30.03** Summer help who have accumulated five (5) years or more of seniority, as per Clause 22.01, will be paid at the full classified rate.

## **Clause 31 CREDIT ON ROUTES**

**31.01** Credit on the routes and the rules and regulations thereof are the sole responsibility of the Employer as the Employer is the sole person who can control and regulate the credit through their employees. The Employer shall keep posted in a conspicuous place the rules and regulations regarding credit. The Employer is solely respon-

sible for bad debts providing that the regulations in effect regarding the granting of credit have been observed by the employee and enforced by the Employer.

**31.02** The Employer shall provide each retail driver salesman with suitable credit application forms which, if the Employer so requires, shall be completed by any customer requiring credit. The completed form shall be returned to the Employer for his approval or rejection and such approval or rejection of credit shall be indicated by the Employer in an appropriate place in the driver's route book records and shall constitute either approval or rejection by the Employer of the customer's application for credit.

**31.03** If the stated policy of the Employer is not to grant or recognize credit to any retail customer, no retail driver salesman employed by that Employer shall be held responsible for any monies owing by a customer to whom he has not granted credit nor shall there be any discrimination against any driver who refuses to grant credit to any retail customer in accordance with the stated policy of the Employer.

## **Clause 32 KEEPING PROPER RECORDS**

**32.01** Each salesman shall, subject to the control of the Employer, keep proper route books and make due and correct entries therein, of all transactions and dealings of and in reference to the business of the Employer insofar as the same comes under his jurisdiction and shall serve the Employer diligently and according to the best of his abilities in all respects.

## **Clause 33 PERFORMANCE OF DUTY**

**33.01** Each employee, while on duty, shall devote the whole of his time, attention and energies to the perfor-

mance of his duties and, shall not, during the term of his employment at any time, alone, in partnership or in association, be connected with or concerned in any other business directly or indirectly connected with the milk business.

### **Clause 34**

## **DAYS AND HOURS OF WORK, OVERTIME AND TIME OFF (DRIVER SALESMEN)**

**34.01** Time clocks and time cards must be used to provide an accurate and complete record of all time worked. Time cards and copies of pay cheque stubs to be made available to the Union upon request. No employee shall record or be asked to record times other than those which show the following.:

(a) **Starting Time**

No retail driver salesman shall commence or be required to commence work before 5:00 A.M., nor make deliveries before 6:00 A.M., except as mutually agreed between the Union and Employer.

No wholesale driver salesman shall commence or be required to commence work before 4:30 A.M. nor make deliveries before 5:00 A.M., except as mutually agreed between the Union and Employer.

(b) Time on Arrival at the Plant after completion of route (Distribution Department only) before entering driver's room for cashing in purposes.

(c) **Finishing Time**

Provided that an employee shall not be deemed to have completed his day's work until he has completed all duties and additional deliveries if any required of him by the Company, and without limiting the generality of the foregoing, until he has unloaded his truck; checked his truck; refueled and checked oil and coolant levels (excluding propane powered units); balanced his daily load sheet or other record of

goods supplied and sales made; completed any other necessary records; and attended at any meeting or interview called or requested by the Company.

**34.02** No driver salesman shall perform work of any nature prior to recording his starting time nor after recording his finishing time.

**34.03** No Driver Salesman shall be required by the Employer to work longer than five (5) hours overtime in any one week.

**34.04** Should a dispute arise in respect to the time taken to complete a route or routes, no driver salesman, reliefman, holiday reliefman or route foreman shall be subject to any change in status until the Union has investigated the route or routes involved by sending an Agent of the Union along with the employee involved in the dispute or an appointee of the Company

**34.05** No driver shall be asked or required to service or maintain trucks or equipment other than fueling vehicles and checking oil and coolant levels (excluding propane powered units). This does not include driving his vehicle to the proper parking area.

**34.06**

- (a) Each Driver Salesman shall be entitled to a ten (10) minute break in the forenoon and afternoon.
- (b) If overtime in excess of one (1) additional hour is anticipated each Driver Salesman shall be entitled to a further ten (10) minute break immediately following the standard shift.
- (c) Each Driver Salesman shall take one-half (1/2) hour for lunch.

**34.07** All retail and combination routes shall be loaded or prestacked in an approved manner. A pre-timed departure schedule shall be posted so that each route may reach the delivery area not later than 7:00 A M.

**34.08** No Driver Salesman shall be required to write out monthly route books. The Employer undertakes to have route books prepared for each driver salesman in sufficient

time to allow for the transference of statements from the current book to the new book.

**34.09** The basic work week shall be thirty-six (36) hours. Nine (9) hours, or other shift mutually agreed to by the Parties, whichever is applicable, and based on the principle of a thirty-six (36) hour work week shall constitute a day's work.

All driver salesmen in posted positions working a four (4) or five (5) day week shall receive at least two (2) consecutive days off each week. Each week shall mean a calendar week defined as Sunday through Saturday.

For ice cream driver salesmen the work week shall be four (4) nine (9) hour shifts or other shifts mutually agreed to by the parties.

There will be no change of days off in a week that contains a Statutory Holiday.

All time worked in excess of the daily shift of nine (9) hours, or other shift mutually agreed to by the Parties, whichever is applicable, shall be paid for at double time.

Overtime may be taken, at the employee's option, in money or in time off at a mutually agreed upon date.

All overtime pay will be calculated on the base hourly rate and will not include any shift differential and/or premium pay. All overtime will be paid out or taken as time off by April 30, following the calendar year in which it is earned.

In the event that any of these driver salesmen completes his work in less than nine (9) hours, or other shift mutually agreed to by the Parties, whichever is applicable, in any one day, he shall be deemed to have worked a full shift on that day.

All sums earned by way of overtime shall be paid for in the pay period following that in which they were earned and will be calculated on the classified base rate.

#### **34.10**

(a) New, inexperienced retail and combination or wholesale driver salesmen shall be excluded from

the overtime provisions of this Clause for a period of five (5) calendar weeks from date of assignment to the learning of a route, provided such overtime is not occasioned by:

1. Mechanical breakdown.
  2. Delays or conditions or overtime not attributable to said driver salesman.
- (b) Salesmen who transfer from retail to wholesale or from wholesale to retail or new, experienced driver salesmen (Clause 18, Section 18.02), shall be excluded from the overtime provisions of this clause for a period of three (3) calendar weeks from the date of assignment to the learning of a route, provided such overtime is not occasioned by:
1. Mechanical breakdown.
  2. Delays or conditions or overtime not attributable to said driver salesman.

## Clause 35 DELIVERIES BY SPECIALS

**35.01** No deliveries of a regularly scheduled nature shall be made except to those customers for which a letter of understanding must be obtained and all parties to this Agreement to be so advised.

## Clause 36 WAGES

**36.01** The Employer shall pay wages to every employee covered by this Agreement at the rates set forth in Schedules "A", "B", "C", "D", "E", and "F", hereunto annexed in respect to the various classifications of work therein contained.

Schedules "A", "B", "C", "D", "E", and "F" shall be deemed to be contained in and form a part of this Agreement.

In addition to the rates set forth in the above schedules, all employees working at Quesnel, B.C. and all branches North of this location shall receive an additional 10¢ per hour as a Northern Living Allowance.

## **Clause 37**

### **SAVINGS CLAUSE**

**37.01** The within Agreement and schedules hereto annexed shall be subject to, and shall be interpreted, and, where necessary altered, varied, or amended from time to time to give effect to the laws enacted by the Parliament of Canada and Province of British Columbia, including amendments thereto and regulations or orders-in-council made or passed thereunder.

**37.02** In the event that any Clause or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the Parties affected, thereby shall enter into immediate collective bargaining negotiations, upon the request of either Party for the purpose of arriving at a mutually satisfactory replacement for such Clause or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Clause 8.

**37.03** It is clearly understood however, that the Agreement or any Sections thereof, which are not held invalid or restrained, shall continue in effect for the balance of the Collective Agreement.

## **Clause 38**

### **EXPIRATION OF AGREEMENT**

#### **38.01**

- (a) This Agreement shall be in effect from April 1, 1984 to March 31, 1986, and from year to year thereafter, unless notice of abrogation or amendment shall be given by either party to the other party in writing within four **(4)** months prior to the anniversary date hereof, in any year.
- (b) All provisions of this Agreement, shall be fully retroactive to April 1, 1984, except where otherwise noted.

**38.02** This Agreement voids all previous agreements or letters of understanding which in any way alters the terms and conditions contained herein.



IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its seal in the presence of its officers duly authorized therefor and the party of the Second Part has hereunto affixed its signatures by its officers duly authorized therefor.

DATED AT \_\_\_\_\_, British Columbia,  
this \_\_\_\_\_ day of \_\_\_\_\_ 1984.

**PARTY OF THE FIRST PART**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PARTY OF THE SECOND PART**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SCHEDULE "A"

The following wages shall be paid:  
**PRODUCTION DEPARTMENT ETC.**

Classification	Wages per Hour	
	April 1 1984	April 1 1985
A Assistant Foreman	\$18.34	\$18.79
B Pasteurizer Class I	17.43	17.88
ice Cream Maker	17.43	17.88
Cheddar Cheesemaker		
Cottage Cheesemaker		
Butter Maker		
Powder Production Operator (Sardis)		
Tetra Operator	17.25	17.70
C Shipper and/or Dispatcher	17.09	17.54
Pasteurizer Class II		
C I P Operator		
Evaporator Operator (Delair)		
Sterilizer Operator (Delair)		
Standardizer Operator (Delair)		
D Filler Machine Operator (Fluid)	16.76	17.21
Assistant Shipper		
Separator Operator (Sardis)		
Yogurt Machine Operator		
Ice Cream Machine Operator		
Lineman Operator (Delair)		
Packager	15.72	16.17
E Print Machine Operator	16.76	17.21
Cottage Cheese/Sour Cream Operator		
Creamer Operator		
Checker and/or Loader (Fluid)		
Checker and/or Loader (Ice Cream)		
Dairyworker	16.54	16.99
Night Watchman	16.54	16.99
Janitor — Heavy Work	16.54	16.99
Janitor — Light Work	14.90	15.35

Classification	Wages per Hour	
	April 1 1984	April 1 1985
<b>F. Summer Help —</b>		
Checker/Loader	\$12.34	\$12.79
Dairy Worker	12.17	12.62
Packager	11.41	11.86

**Premiums:**

Freezerman	—40¢ per hour premium
Holiday Reliefmen	—60¢ per hour over classification relieved
Reliefmen	—45¢ per hour over classification relieved
Charge Hand	55¢ per hour over classification of which he is Chargehand.

A premium of 20¢ per hour above classified rates provided herein shall be paid to all employees regularly operating a ride-on fork lift or tow-motor fifty percent (50%) or more of their regular shift.

Any employee required to be a First-Aid Attendant shall be paid a premium for the necessary first aid certificate as follows:

"A" Certificate	—70¢ per hour
"B" Certificate	—60¢ per hour
"C" Certificate	—50¢ per hour

## SCHEDULE "B"

### WHOLESALE SALESMEN

Classification	Wages per Hour	
	April 1 1984	April 1 1985
<b>Wholesale Salesman and Drivers</b>		
Driver Salesman	\$17.09	\$17.54
Driver Salesman (Semi-Trailer)	17.48	17.93
Driver Salesman (Combination)	17.29	17.74

Classification	Wages per Hour	
	April 1 1984	April 1 1985
Driver Salesman (Combination Semi-Trailer)	17.68	18.13
Route Reliefman	17.67	18.12
Holiday Reliefman	18.00	18.45
Route Foreman	18.34	18.79
Semi-Trailer Driver	17.27	17.72
Train Driver	17.51	17.96
Tank Driver	17.22	17.67
Truck Driver	16.69	17.14

A premium of 15¢ per hour shall be paid Reliefmen, Holiday Reliefmen or Route Foreman while driving a semi-trailer.

Driver Salesmen, Route Foreman, Holiday Reliefmen will receive an additional \$2.30 per week when employed on Country overnight runs.

When a pup trailer is added to the unit, the driver will be paid 5¢ per hour extra per axle over the semi-trailer rate while pulling the pup.

## SCHEDULE "C"

### RETAIL DRIVER SALESMEN

Classification	Wages per Hour	
	April 1 1984	April 1 1985
Retail Driver Salesman	\$16.99	\$17.44
Route Reliefman	17.57	18.02
<i>Holiday Reliefman</i>	<i>17.90</i>	<i>18.35</i>
Route Foreman	18.24	18.69

## SCHEDULE "D"

### OFFICE STAFF (Central District)

Classification	Wages per Hour	
	April 1 1984	April 1 1985
a) Junior Clerk	\$12.06	\$12.51
b) General Clerk Cashier	12.51	12.96
c) Bookkeeper Steno	12.83	13.28
d) <b>Summer Help</b> Junior Clerk	10.49	10.94
General Clerk	10.88	11.33
Cashier		
e) Lab Technician	15.73	16.18

#### HOURS OF WORK (OFFICE STAFF ONLY)

Seven (7) hours shall constitute a day's work and five (5) days shall constitute a week's work, with two (2) consecutive days off. The Company may, however, institute four (4) day week consisting of three (3) nine (9) hour days and one (1) eight (8) hour day with three (3) consecutive days off. All overtime shall be paid for at double time, i.e. after seven (7) hours — eight (8) hour or nine (9) hours whichever is applicable.

## SCHEDULE "E"

### MAINTENANCE

#### FRASER VALLEY MILK PRODUCERS' CO-OPERATIVE ASSOCIATION

Classification	Wages per Hour	
	April 1 1984	April 1 1985
Chargehand	\$20.95	\$21.40
Leadhand	19.78	20.23

Classification	Wages per Hour	
	April 1 1984	April 1 1985
Journeyman	19.43	19.85
Partsman	<del>18.39</del>	18.84
Trade Helper	16.88	17.33
General Helper	16.43	16.88
Partsman Chargehand	18.96	19.41
<b>Stockroom and Stores Area — Burnaby</b>		
Shipper/Receiver Chargehand	17.85	18.30
Shipper/Receiver	16.88	17.33
Supplies Clerk	16.88	17.33
Assistant Shipper/Receiver	16.76	17.21
Dairyworker	16.43	16.88

## STANDARD WORKING HOURS

- A. The standard working day shift shall be of nine (9) hours. The standard working week shall be one of thirty-six (36) hours, with at least two consecutive days off each week. Starting and stopping times will be between 7:00 A.M. and 5:30 P.M. with one-half (1/2) hour off for lunch.
- B. Any shift commencing before 7:00 A.M. or ending after 5:30 P.M., which is not confined to the standard day shift hours of work shall be considered a second shift. Employees working second shifts shall work nine (9) hours and be paid for nine (9) hours and a shift premium of ten percent (10%) of their regular hourly rate shall be paid for all hours worked.
- C. No employee shall work during his designated lunch period, except in the case of an emergency.
- D. Employees shall be allowed sufficient time during working hours to return tools, parts, etc., to the stores or crib before the end of each shift.
- E. There shall be no split shifts.
- F. Employees working a Sunday shift shall be paid a premium of ten percent (10%) of their regular hourly rate (in addition to any other shift premium that may be applicable) for all hours worked on a Sunday

## OVERTIME

- A. Time worked in excess of the basic working periods as shown above, shall be considered as overtime, provided that the excess time is approved by the Company. This provision applies to time worked before the employee's scheduled shift as well as after the scheduled shift.
- B. Overtime shall be paid at the rate of double time. Double time shall also be paid under the following circumstances:

1. For all time worked on call-backs. 37F-11
  2. For all work performed on an employee's scheduled day off.
  3. In all cases of overtime work there shall be a break of nine (9) hours before commencing a designated new shift. In an emergency where this is not possible, the following shift shall be paid for at the rate of double time.
  4. Should an employee be instructed to start later than his normal starting time in order to be allowed a nine (9) hour break, he shall suffer no loss of pay for such hours not worked within the shift.
- C. Employees required to be on stand-by for call-back shall be paid for four (4) hours at the appropriate rates (straight time). If the employee is called back, then Paragraph B applies. 49  
840
- D. Employees who are required to work on any of the Statutory Holidays falling within the course of their regular weekly shift shall have the option of being paid at double time for such work and receive an additional day off with pay which may be accumulated, or being paid at straight time for such work and receive two additional days off with pay which may be accumulated.

If the Holiday should fall on an employee's regular day off and he is required to work, he shall have the option of being paid at double time and one-half for such work and receive an additional day off with pay which may be accumulated, or being paid at time and one-half for such work and receive two additional days off with pay which may be accumulated.

No employee to be compelled to work overtime. If a job is in progress the man working on the job should be required to finish the job if the supervisor thinks it necessary in the interests of safety and efficiency. Otherwise, on planned overtime, if there are no volunteers, then the shop steward may designate the

X



required number of men to complete the work. The number of men required to be determined by the supervisor.

## **TOOL INSURANCE**

The Company will provide, at no cost to the employee, insurance against loss due to fire or theft (as per insurance regulations) to a maximum value of \$2,000.00 (inventory to be supplied by the employee to the Committee (three from the Union — three from Management) for the purposes of Tool Insurance and Tool Depreciation allowance).

## **TOOL DEPRECIATION ALLOWANCE**

Tool depreciation allowance of \$10.00 per \$100.00 value of tools to be a maximum of \$200.00 per man per year. No allowance paid to employees having less than \$100.00 of tool value. First payment to be January 1st, 1973, and annually thereafter.

A basic tool allowance of \$95.00 shall be paid to all employees in the Journeyman Classification. First payment to be January 1st, 1979 and annually thereafter.

Employees hired after January 1st of any year will be paid  $\frac{1}{12}$ th of their tool allowance per month worked.

## **SCHEDULE "F"**

### **LABORATORY TECHNICIANS**

### **PALM DAIRIES LTD.**

#### **Classification**

#### **Wages per Hour**

<b>April 1 1984</b>	<b>April 1 1985</b>
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Lab Technician

\$15.73	\$16.18
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# LETTER OF UNDERSTANDING

BETWEEN:

PALM DAIRIES LIMITED  
FRASER VALLEY MILK PRODUCERS'  
CO-OPERATIVE ASSOCIATION

OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION NO. 464

OF THE SECOND PART

IT IS AGREED and understood that Clause 1, Section 1.04, shall not be deemed to include the Palm Dairies Ltd., plants located at Victoria, B.C., Prince George, B.C., and Nelson, B.C.

DATED AT \_\_\_\_\_, British Columbia,  
this \_\_\_\_\_ day of \_\_\_\_\_, 1984.

PARTY OF THE FIRST PART

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PARTY OF THE SECOND PART

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# LETTER OF UNDERSTANDING

BETWEEN:

FRASER VALLEY MILK PRODUCERS'  
CO-OPERATIVE ASSOCIATION

OF THE FIRST PART

AND:

TEAMSTERS LOCAL UNION NO. 464

OF THE SECOND PART

IT IS AGREED and understood that employees at the Delair Plant, when on a regularly scheduled job, will not be paid less than a full shift's pay

DATED AT \_\_\_\_\_, British Columbia,  
this \_\_\_\_\_ day of \_\_\_\_\_, 1984

PARTY OF THE FIRST PART

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PARTY OF THE SECOND PART

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**APPENDIX "A"**  
**MEDICAL TRAVEL INSURANCE**

*not available*

Effective on the first (1st) day of the month following the completion of the probationary period (as per Clause 19.01 (a)) provision for the following benefits shall be available for member employees and their registered dependents resident in the Province of British Columbia:

- A. Where in the opinion of the attending physician treating a member employee and/or his registered dependents, adequate treatment is not available locally, transportation by scheduled air or rail will be provided to and from the nearest locale equipped to provide the required and recommended treatment by a physician and surgeon within two months of referral but said transportation will not be provided to points beyond Vancouver, B.C.
- B. Where necessary, and at the request of the attending physician, provision for transportation of an attendant in connection with the aforementioned transportation of any employee or his registered dependents.
- C. Also, where transportation has been provided to the nearest locale where adequate facilities are available, provision for assistance regarding accommodation limited to commercial facilities for patient and/or attendant, before and after medical treatment and which shall be limited to a total of seven (7) days at a maximum of thirty dollars (\$30.00) per day.
- D. It is agreed that the maximum allowable claim by any individual covered by the above provisions shall be limited to seven hundred and fifty dollars (\$750.00) per calendar year.

## APPENDIX "B"

### TEAMSTERS LOCAL UNION NO. 464 JOINTLY TRUSTEED PENSION PLAN FOR ALL OF ITS MEMBERS EMPLOYED AT FRASER VALLEY MILK PRODUCERS' CO-OPERATIVE ASSOCIATION, AND PALM DAIRIES LIMITED.

#### 1. OPERATION OF THE JOINTLY TRUSTEED PLAN

This plan to be operated pursuant to the collective agreement on the following basis, —

- 4
- 1722  
1 (42-16)
- (a) The Plan will be operated by a Board of Trustees which will consist of six (6) persons, three (3) to be named by the Union and three (3) to be named by the employers. Such Trustees and their successors shall be responsible for the administration and operation of the Plan and Fund and shall have all powers necessary to create, amend or terminate the Plan and Fund consistent with the terms of the Collective Agreement in effect from time to time. Each Trustee shall have one vote.
  - (b) The Trustees shall select a Chairman and a Secretary. These persons shall not have a casting vote on any matters under consideration by the Trustees.
  - (c) The Trustees shall meet and shall decide on the type and form of the Pension Plan and may employ legal counsel, actuaries and other consultants or advisors as they deem necessary or advisable
  - (d) The Trustees shall have the exclusive right to determine the provisions of the Plan and the benefits provided thereunder from time to time and the use of all contributions plus investment earnings thereon received by the Plan. These shall be used only for the benefit of employees on whose behalf contributions are or have been made to the Plan and to meet necessary Plan expenses

The terms and conditions of the Plan which is initially created shall be submitted to the members of Local 464 who are covered by it, for approval.

- (e) The Employer and the Union shall enter into a trust agreement with the Trustees. The trust agreement shall provide that in the event that the Trustees are deadlocked on any issue concerning the Plan or Fund the matter shall be submitted for arbitration by a mutually agreeable party or failing mutual agreement on an arbitrator by a Judge appointed by the Supreme Court of British Columbia.
- (f) The Employers shall from time to time provide all information which is required for the administration of the Plan and shall assist and co-operate in the Plan's administration. Reasonable assistance rendered by the Employers shall be rendered without charge to the Trustees.
- (g) The Trustees shall establish a Trust Account into which contributions shall be paid pending execution of the Trust Agreement and establishment of the Plan.
- (h) The Plan shall not require the Employer to guarantee the benefits or assure the solvency of the Fund and further that all costs of establishing the Plan and all costs of operation and administration (except as provided in (f) above) shall be paid from the assets of the Plan.
- (i) The Trustees may effect arrangements with the Employers and other Trustees of pension plans to permit reciprocal inter-plan transfers.
- (j) The Trust Agreement shall permit the Trustees, in certain events and upon certain conditions to transfer the assets and liabilities to another Board of Trustees provided such transfer shall not adversely affect the benefits or rights of the members of the Plan.
- (k) The Employers shall be required to make payments to the Pension Trust Fund as herein set forth. Such contributions shall be, for each employee working in a job classification covered by the Collective Agreement: —

- 1710/7 (8)  
717/21
- (a) five point five percent (5.5%) of his gross earnings from April 1, 1984 up to March 31, 1985, and
  - (b) five point seven five percent (5.75%) of his gross earnings from April 1, 1985.

The gross earnings of an employee shall be the sum of his regular earnings, overtime, shift differential, premiums and any other earnings payable to the employee in accordance with the terms of the collective agreement.

It is understood that contributions shall be payable in 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.

Contributions along with a list of employees for whom they have been made and the amount of contribution in respect to each employee and his earnings shall be forwarded by the Employer to the Custodian of the assets of the Plan designated by the Trustees. A copy of the list of employees shall also be mailed to the Administrator of the Plan.

Such payment shall be made to the custodian for each pay period not later than twenty-one (21) days after the end of each pay period. The Employer shall also submit to the Plan Administrator within ninety (90) days following the end of each plan year a listing of all employees who were covered by the Plan during such plan year showing, for each, the earnings upon which the Employer's contributions were based during the plan year. Copies of all the listings shall also be forwarded if required to the Union. These listings shall also contain such other information as the Plan Administrator and actuary may require for the operation of the plan

- (I) It is intended that the Plan and Trust Fund shall be such that the Plan can be registered under the provisions of the Income Tax Act of Canada and any other applicable Federal or Provincial law respecting employee pension plans.



**Keep your *Beneficiary* Card up to date . . .  
Notify the Union office at once of any  
change.**



**Notify the Union office at once of any  
change of address.**



**If you *leave* the industry you must *get* a  
withdrawal Card *immediately*.**



**A good Union member is an informed Union  
member, . .**

**ATTEND YOUR UNION MEETINGS!**

**a**

**Be UNION . . . Buy UNION**



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