

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**CLEARBROOK GRAIN & MILLING CO. LTD.  
33833 Enterprise Road  
Abbotsford, B.C.**

**AND:**

**UNITED FOOD AND COMMERCIAL WORKERS  
INTERNATIONAL UNION, AFL CIO CLC  
LOCAL 1518  
350 Columbia Street  
New Westminster, B.C.**

**July 1, 2013 - June 30, 2017**

# INDEX

	<b>ARTICLE</b>	<b>PAGE</b>
1	PURPOSE.....	1
2	BARGAINING AGENCY.....	1
3	MANAGEMENT.....	2
4	WAGES .....	2
5	SAFETY & HEALTH .....	3
6	HOURS OF WORK.....	4
7	OVERTIME.....	5
8	GENERAL HOLIDAYS .....	7
9	VACATIONS .....	8
10	SENIORITY .....	9
11	GRIEVANCE PROCEDURE.....	11
12	EXPEDITED ARBITRATION .....	12
13	LEAVE OF ABSENCE .....	13
14	PROMOTIONS - POSTINGS - NEW CLASSIFICATIONS .....	13
15	GENERAL PROVISIONS .....	14
16	HEALTH & WELFARE.....	15
17	SEPARATION PAY.....	16
18	SAVINGS CLAUSE.....	16
19	DURATION.....	16
APPENDIX “A”	WAGE SCALES.....	18
APPENDIX “B”	SUNDAY WORK.....	19
LOU NO. 1	FAMILY CLAUSE.....	20
LOU NO. 2	JOINT EMPLOYEE/COMPANY COMMITTEE DRIVERS.....	21

**COLLECTIVE AGREEMENT**

BY AND BETWEEN:

**CLEARBROOK GRAIN & MILLING CO. LTD.**

(hereinafter referred to as the "Company")

AND:

**UNITED FOOD AND COMMERCIAL WORKERS UNION,  
LOCAL 1518**

(hereinafter referred to as the "Union")

WITNESSETH:

**ARTICLE 1. - PURPOSE**

1.01 One of the main purposes of this Agreement is to maintain in full effect a harmonious relationship between the Company and the Union. No business can progress or prosper unless a mutual feeling of respect and confidence exists between the Company and the Union.

**ARTICLE 2. - BARGAINING AGENCY**

2.01 The Company recognizes the Union as the sole bargaining agency for all employees in the bargaining unit defined in the certificate issued by the Canada Labour Relations Board on August 4, 1995. That is, all employees of Clearbrook Grain and Milling Co. Ltd. employed at and from 33833 Enterprise Road, Abbotsford, British Columbia.

2.02 This Agreement shall be binding on the Company and the Union and their respective successors, and on each employee.

2.03 Each employee covered by this Agreement shall within thirty (30) calendar days after entering the employ of the Company become and remain a member in good standing of the Union as a condition of employment.

2.04 (a) The Company agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Company agrees to honour a written assignment for initiation fees and Union dues on behalf of any employee who is or who becomes a member of the Union.

(b) Monies deducted during any month shall be forwarded by the Company to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month for which dues are deducted, and accompanied by a written statement of the names from

whom the deductions were made and the amount of each deduction, along with a list of names of the employees for whom no deduction was made and the reasons therefore.

(c) The amount of union dues paid by an employee during a taxation year shall be shown on the employee's statement of Remuneration Paid, form T-4, Supplementary, or such other similar form furnished by the Federal Income Tax authorities.

(d) The Union shall indemnify the Company and hold it harmless against any and all claims which may arise as a result of the Company complying with the provisions of this Article.

2.05 The Union may elect or appoint a Shop Steward or Shop Stewards to represent the employees and the Union shall notify the Company as to the name or names of such Shop Steward or Shop Stewards. The Company agrees that no Shop Steward shall suffer any discrimination by reason of holding such office.

### **ARTICLE 3. - MANAGEMENT**

3.01 The management of the plant and direction of the working forces, including the right to hire, suspend or discharge for just cause, and the methods of processes and means of production and handling, are vested exclusively in the Company subject only to the provisions of this Agreement. Cases of disagreement over the interpretation of this clause shall be dealt with in accordance with the Grievance Procedure in Article 11.

### **ARTICLE 4. - WAGES**

4.01 It is agreed that the rates of pay applicable to the job classifications set forth in Appendix "A" attached hereto shall form part of this Agreement.

4.02 Deductions shall be shown on the pay stub. The amount of regular hours, overtime hours and rate of pay shall be shown separately on the pay stub.

4.03 The Company shall pay all employees by direct deposit every second Friday. In the event that a Statutory Holiday occurs on the regular pay day, employees will be paid on the day prior to the regular pay day.

4.04 (a) Any employee resigning his position or terminated by the Company shall be paid all monies due to him on the next regular payday. The employee's record of employment shall be provided as required by the relevant legislation.

(b) If the termination is grieved under Article 11, Grievance Procedure, the employee may elect to not receive any accrued moneys owed to him/her until the grievance is settled. Such election to be made in writing and to be submitted with the grievance form.

4.05 If an employee substitutes in any department on any job during the temporary absence of another employee because of sickness, holiday leave or other similar cause, they shall receive, where such job pays less, their former rate of pay and, where such job pays more,

provided they work a minimum of two (2) hours, the rate applicable to the temporary job for all hours worked in that position.

- 4.06 If due to a technological change an employee is transferred to a lower rated position, the employee shall maintain his previous rate of pay for a period of four (4) weeks in the new position. At the expiration of the four (4) week period the rate for the new position shall apply.
- 4.07 When a grievance which involves an error in the proper earnings of an employee is subsequently settled and as a result of such settlement the wage of an employee is increased, such increase shall be made retroactive to the date on which the error in the earnings was made. If the date cannot be established, then the increase shall be effective the date the grievance was laid or such other date as may be agreed upon.
- 4.08 Any errors in payroll earnings which are fifty dollars (\$50.00) or greater shall be corrected within three (3) days or less. Payroll errors of less than fifty dollars (\$50.00) shall be corrected on the next payroll period.
- 4.09 An employee injured while working in the plant and unable to return to work shall suffer no loss of earning for the balance of hours on the scheduled shift (eight (8) hours) in which the accident occurs.

#### **ARTICLE 5. - SAFETY AND HEALTH**

- 5.01 The Company shall make reasonable provisions for the safety and health of employees of the plant during the hours of their employment. Protective devices and other equipment, except clothing and footwear, required by regulatory agencies or as agreed to between the Company and the Union shall be provided by the Company with no cost to the employees. In addition, any safety training required by the Company shall be provided with no cost to the employees. Employees will wear any and all protective devices or equipment approved by the Safety Committee that the Company provides, under this agreement.
- 5.02 There shall be a Union-Company safety committee which shall have two (2) representatives from both the Company and the bargaining unit. Each party shall also appoint one (1) alternate to the committee. The committee shall meet as often as is required by the applicable legislation to discuss safety concerns in the plant, however not less often than once each calendar month.  
  
The bargaining unit representative(s) to the Union-Company safety committee shall not be authorized to conduct safety tours without first obtaining the consent of the Company. The foregoing shall not apply to the safety tour conducted in conjunction with the regular safety committee meeting.
- 5.03 All safety inspections and tours conducted by a government agency shall be conducted in the presence of the employee representative to the safety committee or his designate and Marvin Friesen, or his designate, on behalf of the Company.

- 5.04 The Parties agree to the principles outlined in section 128 of the *Canada Labour Code*. No employee will be disciplined or discharged for the reasonable exercise of his rights under that section to refuse to perform unsafe work or operate unsafe equipment.
- 5.05 The Company shall maintain adequate sanitary lunchrooms and washrooms with the cooperation of the employees.
- 5.06 The Parties recognize that in the event Labour Canada, or other regulatory agency, orders the temporary closure of the plant to deal with a specific concern, some employees working at the time of such temporary closure may be dismissed from work while the concern is being addressed. Provided that at the end of the workweek it can be demonstrated that an employee suffered some wage loss for the week as a result of the temporary closure, he shall be paid for the balance of his scheduled shift that day, or such portion as to ensure that the loss is made whole. This payment applies only to employees who were at work when the temporary closure took effect and in no event will result in an employee earning more in a workweek than he would have if the temporary closure had not occurred

#### **ARTICLE 6. - HOURS OF WORK**

- 6.01 The following provisions are established for payroll calculation purposes only, and shall not be construed as a representation or guarantee by the Company of any time or period of work or employment.
- 6.02 (a) The Company shall prepare a work schedule for all employees which shall be posted by noon, Wednesday, for the following workweek. The schedule of hours may vary from department to department but shall not total more than forty (40) hours for any payroll week, unless otherwise mutually agreed.
- (b) Employees shall be scheduled for consecutive days of work within the six (6) day period, Monday to Saturday.
- (c) The Parties recognize that an employee's work schedule may vary due to unanticipated demand, or lack of demand, for product or mechanical breakdown.
- (d) Whenever possible, employees will be given verbal notice of a change in schedule forty-eight (48) hours in advance of the change.**
- 6.03 Any employee who, after leaving the Company's premises at the end of his shift, is called back to work prior to the start of his next regularly scheduled shift shall receive a minimum of three (3) hours pay at his regular rate, plus one (1) hour travel time at regular rate.
- 6.04 Any employee who reports for work, and who, by reason of some breakdown in the plant is dismissed for the day, shall receive four (4) hours pay, or if his shift is shorter than four (4) hours, the amount of pay he would have been entitled to for his scheduled shift.

- 6.05 (a) Each full shift shall have an unpaid, one-half (1/2) hour meal period. No employee will be required to work more than five (5) hours without receiving a meal period. Employees required to eat lunch at their machine or work station shall be paid for such time.
- (b) If an employee is required to work more than two (2) hours overtime past the end of his regular shift he shall be eligible for a one-half (1/2) hour meal break. If the employee takes the meal break he shall be paid one-half (1/2) hour at straight time rates.
- (c) Any employee required to work by Company management after the commencement of his one-half (1/2) hour meal break shall be paid one-half (1/2) hour pay at his regular rate.
- 6.06 All employees shall be entitled to eight (8) hours of rest between shifts. Should the employee be required to work during his eight (8) hour rest period, all hours worked until the completion of the rest period will be paid for at overtime rates.
- 6.07 (a) An employee shall be granted two (2), fifteen (15) minute rest periods per full shift (6½ hours or more) on Company time. The Company and the employees will cooperate to ensure that such rest breaks do not unreasonably interfere with production. It is recognized that some employees may be involved in continuous shift operations.
- (b) When an employee is required to work more than one (1) hour, but less than two (2) hours, overtime a rest period of fifteen (15) minutes shall be granted before proceeding with the overtime work.
- 6.08 (a) Notwithstanding section 6.02 of the collective agreement, part-time call-in employees and/or drivers on irregular runs presently in effect need not be included on the weekly work schedule nor scheduled for consecutive days of work.
- (b) Any additional irregular runs for drivers to be agreed upon by the union/management committee.
- 6.09 Part-time employees will not be used where it is practical to employ full time employees. Where the work performed by part time employees can be satisfactorily combined to permit the employment of full time employees, this will be done provided the employee can satisfactorily perform the work.

## **ARTICLE 7. - OVERTIME**

- 7.01 (a) For production employees
- i) all hours in excess of the regularly scheduled shift shall be considered overtime, and
- ii) all hours in excess of forty (40) straight time hours in a work week shall be considered overtime.

(b) For drivers, all hours worked in excess of forty (40) hours in a work week shall be considered overtime and paid at the applicable overtime rates.

(c) for drivers scheduled for irregular runs, all hours worked in excess of forty five (45) hours in a work week shall be considered overtime and paid at the applicable overtime rates.

7.02 Overtime shall be paid as follows:

(a) Work in excess of the regularly scheduled shift on any day - one and one-half (1½x) the rate for the first three (3) hours and two times (2x) the rate thereafter.

(b) All other overtime - one and one-half (1½x) the rate for the first eight (8) hours and two times (2x) the rate thereafter.

7.03 (a) The Company will limit overtime hours of work as far as reasonably possible. The Company shall determine when overtime is necessary. The Company shall select the employee who is employed on the job where the overtime is required to perform the work. The Company shall endeavour to offer overtime to the senior qualified employee at work in the classification where overtime is required. When overtime is required outside of regularly scheduled shifts, overtime shall be offered to the senior qualified employee who is working in that classification.

(b) It is agreed that overtime is voluntary. However, if the Company is unable to enlist a sufficient number of qualified employees to perform the work required, such overtime shall be assigned to the junior, qualified employee on the shift.

(c) With regards to 7.03(b) the Company will create a “do not call” list for employees who do not wish to be offered overtime opportunities for “on call” and unscheduled work. Employees who make themselves available will be called on basis of seniority. Should this arrangement be found to be unmanageable, the parties agree to meet to work out an alternative arrangement.

7.04 (a) Employees may elect to bank overtime. Portions of banked overtime must be taken in increments of not less than two (2) working days, unless otherwise agreed between the Company and the employee.

(b) The bank shall not exceed eighty (80) straight time hours.

(c) An employee desiring to take time off under this provision shall give the Company two (2) weeks’ notice. A sincere effort will be made to grant the time off when requested by the employee; provided that such request does not interfere with other employees’ vacation choices. Employees are only entitled to use banked overtime for time off. The intent of the overtime bank is additional time off, and not banked cash remuneration.

(d) Unused time shall be paid out on termination.



(e) Each employee is entitled to use his banked overtime hours twice in a calendar year as compensation for working days missed due to illness. Each occasion the banked overtime is used as compensation for working days missed due to illness cannot be more than two working days. The notice requirements in 7.04 (c) and the minimum time requirements under 7.04 (a) do not apply when banked overtime is used as compensation for working days missed due to illness.

7.05 Any employee who reports late to work on their regularly scheduled shift shall not be entitled to overtime rates of pay until the completion of the equivalent of their full shift.

**ARTICLE 8. - GENERAL HOLIDAYS**

8.01 The Company shall give to each employee a holiday with pay on each of the designated General Holidays. For each such holiday an employee shall be paid not less than the equivalent of the wages he would have earned at his classified rate of pay for his normal hours of work. The designated General Holidays shall be:

New Years Day	<b>Family Day</b>
Good Friday	Victoria Day
Canada Day	B.C. Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

and any other holiday declared or proclaimed by the Federal or Provincial Government will be paid for.

8.02 Where a General Holiday falls on a Saturday or Sunday which is a non-working day, the following Monday shall be observed as the holiday.

8.03 All time worked on a General Holiday shall be paid at two times (2x) the regular rate of pay, plus whatever pay the employee is entitled to under 8.01.

8.04 Employees who have established seniority in accordance with Article 10 and who have worked their last scheduled working shift within fifteen (15) days previous to the General Holiday and who worked their first scheduled shift within fifteen (15) days following the General Holiday, shall receive their regular day's wages for such holiday.

8.05 Despite section 8.04, should an employee provide proof, acceptable to the Company, that he was sick or injured on a qualifying day he shall receive payment for the Holiday.

8.06 An employee who is receiving wage loss benefits will receive the difference between the wage loss benefit and eight (8) hours net pay for the General Holiday.

8.07 When a General Holiday falls within an employee's scheduled vacation, he shall receive payment for the Holiday. In the alternative, the employee may elect to take the Friday preceding the vacation or, with the agreement of the Company, an alternative day off

with pay prior to the end of the calendar year at a time to be mutually agreed with the Company.

**ARTICLE 9. - VACATIONS**

9.01 The Company agrees, subject to the provisions set forth within the following sections to grant the following vacations with pay to employees covered by this Agreement. The amount of vacation entitlement for which an employee is entitled will be based upon the amount of service completed as of their own individual anniversary date.

Upon completion of one (1) year..... Two (2) weeks vacation  
Upon completion of five (5) years..... Three (3) weeks vacation  
Upon completion of ten (10) years..... Four (4) weeks vacation  
Upon completion of eighteen (18) years.... Five (5) weeks vacation

9.02 (a) Full-time employees who have worked one hundred eighty-two (182) days, or more, in the vacation year shall receive pay on the basis of forty (40) hours at their regular rate for each week of vacation or two percent (2%) of their total earnings for the previous vacation year per each week of vacation, whichever is the greater amount. "Regular rate" is the rate being paid for the employee's regular job at the time the vacation pay is received and does not mean the rate applicable to a temporary assignment, should the employee be on such an assignment when the vacation pay is received.

(b) All other employees shall receive pay on the basis of two percent (2%) of their total earnings for the previous vacation year per each week of vacation.

(c) Days worked, for the purposes of this clause, shall include General Holidays for which the employee received payment, vacation time, time off due to illness or injury covered by Workers' Compensation and one period of non - W.C.B. illness or injury per year to a maximum of twenty-six (26) weeks, provided such period of illness or injury exceeds two (2) weeks.

9.03 Employees absent for reasons of sickness and/or accident, who return to work following these absences shall nevertheless be entitled to annual vacations as set out above and pay for such vacation shall be provided as set out above.

9.04 Prior to January 15th of each year the Company shall post a blank vacation schedule for the months of May through September which indicates the number of employees from each department who may be away in each week. Employees shall enter their first preference by February 1st, with the requested vacation to be confirmed by the Company no later than March 1st in each year. A copy of the schedule will be provided to the Shop Steward. Individual requests in other times will be made in writing and confirmed no later than two (2) weeks after the request is made.

- 9.05 The Company will endeavour to grant vacations at the time requested in the vacation period, considering business requirements. If a choice must be made between two or more requests for vacation at the same time, seniority shall apply.
- 9.06 Employees shall only be entitled to take three (3) weeks vacation in the months of May through September unless otherwise mutually agreed between the employee and the Company.
- 9.07 The employees must take their scheduled annual vacation within each vacation year.
- 9.08 The payment of vacation pay to employees may be made at any time upon request, submitted one pay period in advance, by the employee but no later than one (1) week prior to their annual vacation. The employee may elect to receive vacation pay during their vacation by regular direct deposits.
- 9.09 When an employee resigns or is terminated, in the course of payment of his final pay entitlement, he will receive payment for any annual vacation entitlement earned but unpaid.

#### **ARTICLE 10. - SENIORITY**

- 10.01 Seniority for the purposes of this Agreement shall mean the length of continuous service with the Company from the most recent date of hire. Seniority shall operate on a total bargaining unit basis.
- 10.02 Seniority records shall be made available to the Union each three (3) months.
- 10.03 After an employee has accumulated a period of service of forty-five (45) days worked with the Company, the employee shall be granted seniority, which shall date retroactively to the date they entered the employ of the Company. The forty-five (45) days is a probationary period.
- 10.04 In cases of layoff and recall employees shall be given preference in accordance with their seniority, subject to their relatively equal ability to perform the work in question competently.
- 10.05 Temporary transfers or work assignments will be made to the junior, qualified employee. However, any senior qualified employee desiring such transfer or assignment may make a request to the Company. Such request will be granted provided it does not unreasonably interfere with regular production.
- 10.06 If an employee's position is permanently eliminated he shall be given ten (10) working days of training to qualify for a position held by a junior employee, except Operator 1 (mixerman). To qualify, the employee must be able to regularly perform the job without assistance at the end of the training period.

To qualify for as an Operator 1 (mixerman), the employee must have the relatively equal ability of the incumbent and be able to perform the work competently without requirement for training.

10.07 Seniority rights shall cease when:

- (a) an employee voluntarily leaves the service of the Company,
- (b) an employee has been discharged for just cause and such termination has not been reversed by the grievance procedure,
- (c) an employee has been laid off by the Company for a period longer than the time allowed in the following schedule:

Length of seniority	Recall period
Over 45 working days to 12 months	One-half length of service
Over 12 months	One-half length of service to maximum of 12 months; or

- (d) When an employee absent due to illness or accident fails to regularly report his medical condition and progress.
- (e) An employee is absent without leave for five (5) shifts without a reasonable explanation and the Company has sent a letter to the employee's last known address by courier or registered mail.

10.08 The Company shall contact laid-off employees at the telephone numbers supplied by the employee. It shall be the responsibility of the employee to keep the Company informed of his current address and telephone numbers while laid-off. If the Company cannot reach the employee by telephone, it will send a registered letter to the last known address of the employee. At the time the letter is received, the employee has seven (7) days to respond to the Company.

10.09 If an employee is absent from work because of sickness, approved leave of absence or accident the employee shall return to the position held prior to the absence, or to one of equal rating, providing the employee is capable of performing former duties, or if the former duties have changed, that the employee is capable of performing the new duties or can qualify within the customary trial period as outlined in article 14.02. In the case of such absence, it shall be the duty of each employee so absent to notify the Company of the reasons for absence and how long they expect their absence will last. Employees absent due to illness or accident over one (1) month shall be required to notify the Company each thirty (30) days and report their progress. Failure by an employee to regularly report his medical condition or progress will be cause for disciplinary action.

**ARTICLE 11. - GRIEVANCE PROCEDURE**

11.01 (a) It is agreed that the purpose of the grievance procedure is to settle all grievances promptly, and that consultation at any step on the following procedure will take place quietly and speedily so that friction or animosity will be reduced to a minimum.

(b) A grievance committee, the number not to exceed two (2), who shall be regular employees of the Company, shall be elected or appointed by the Union in a manner determined by it and the Company shall be kept informed of the personnel of this committee.

(c) All grievances shall be taken up on Company time during regular working hours.

(d) If a steward has to leave his job or department in connection with a grievance, the steward shall first secure permission from the foreman before leaving the job or department. Such permission shall be granted as promptly as possible.

11.02 Should a dispute arise between the Company and an employee or the Union as an entity regarding the interpretation or violation of this Agreement, it shall be resolved in the following procedural manner:

First Step: Within three (3) weeks from the time the grievance arose or the employee became aware of the facts giving rise to the grievance, the Shop Steward, with or without the employee, shall discuss the matter with the immediate supervisor. A decision shall be rendered within three (3) working days of the discussion. Failing settlement at this step, the matter shall be referred to:

Second Step: By the chief shop steward or his designate and an outside representative of the union, with or without the employee, with the committee designated by the company. A decision to be rendered within three (3) working days unless mutually agreed otherwise. All grievances and decisions at this stage are to be in writing. Should either party intend to proceed to arbitration they must advise the other party in writing within twenty (20) working days from the date the decision was rendered under the second step of the grievance procedure. Both parties will then proceed as outlined in the third step.

Third Step: (a) If the procedures set forth in the First Step and Second Step do not result in a solution being reached, the dispute shall be referred to an agreed upon single Arbitrator who will meet with the authorized representatives of the Union and the Company to hear both sides of the grievance.

(b) The Arbitrator shall endeavour to hand down the decision within three (3) weeks following completion of the hearing. The Arbitrator shall not have authority in any manner to amend, alter or change any provisions of this Agreement.

(c) The expenses and remuneration of the Arbitrator shall be paid by the parties in equal shares.

- 11.03 The Company recognizes the right of the Shop Steward(s) to process any grievance that is brought to their attention, or to pursue matters affecting relations between the Company and the employees.
- 11.04 When an employee is to receive a disciplinary reprimand he has the option of requesting the presence of a shop steward. However, if a shop steward is not available in the plant, then another employee as a witness for such meeting.
- 11.05 The employee and the Shop Steward shall be provided a copy of any disciplinary action entered in the employee's file within three (3) working days such action is taken.
- 11.06 Upon receiving permission from the Company, authorized agents of the Union shall have access to the Company's premises during working hours for the purpose of representing employees in the bargaining unit.
- 11.07 Saturday, Sunday and Statutory Holidays shall not be considered as "working days" wherever this phrase occurs in this Article.
- 11.08 When settlement is reached at any stage of these proceedings, such decision shall be final and binding.
- 11.09 All discipline, except suspension or discharge, issued by the Company as a result of offences committed by employees shall be void after twelve (12) months provided the employee has not received further discipline for a similar offence in this twelve (12) month period.
- 11.10 It is agreed between the parties that the application of the time limits referred to herein may be waived by mutual agreement between the parties. Time limits referred to subsequent to the filing of a grievance may be waived by an arbitration board.

**ARTICLE 12. - EXPEDITED ARBITRATION**

- 12.01 In the event an employee is terminated from employment, the grievance may be submitted to expedited arbitration under the following procedure.
  - (a) The grievance must be filed within ten (10) days of the incident indicating whether the employee is invoking expedited arbitration. If expedited arbitration is invoked by either party, the parties must meet within fifteen (15) days of the grievance to attempt to resolve the grievance.
  - (b) If the parties are unsuccessful in resolving the dispute, the grievance may be advanced to arbitration by referring the matter to any of Paul Devine, John McConchie, Rod Germaine or Colin Taylor on the dates of the parties' earliest availability.

**ARTICLE 13. - LEAVE OF ABSENCE**

- 13.01 The Company shall allow time off work without pay for any employee who is serving on a Union committee for purposes of discussions with the Company, or serving as a Union delegate to any conference or function, provided that requests for time off do not unreasonably interfere with the proper operation of the Company's business. No employee who acts within the scope of this sub-section shall lose his job or be discriminated against for so acting.
- 13.02 When any employee suffers an injury or illness which requires his absence, he shall report the fact to the Mill Manager, or his designate, as soon as possible, prior to his actual starting time, so that adequate replacement may be made if necessary. If requested, the employee must provide medical documentation in support of injury or illness. If the Company requests medical documentation it will pay any cost associated with that request.
- 13.03 If an employee suffers a death in the immediate family, he shall be granted compassionate leave of absence with full pay for up to three (3) days. Immediate family means: spouse, children, grandchildren, mother, father, mother-in-law, father-in-law, brother, sister, grandparents, and great-grandchildren. If an employee suffers a death in his extended family, he shall be granted compassionate leave of absence with full pay for one (1) day. Extended family means: step-father, step-mother and step-children. **An employee may request up to an additional two (2) days unpaid leave of absence, which the Company will grant subject to operational considerations.**
- 13.04 If an employee desires a leave of absence for reasons other than those referred to in this Article he must obtain permission, in writing, for the same from the Company, copies to be supplied to the Union. There will be no leave of absences for any reason that exceed one (1) year.
- 13.05 In any instance where an employee accepts other employment, without the consent of the Company, when on leave of absence for any reason, his employment may be terminated, subject to proper proof of same.
- 13.06 All benefits cease while an employee is on a leave of absence greater than five (5) months, unless the employee makes arrangements with the Company to pay for the full cost of the benefit premiums himself during the leave. Such arrangements must be made before the leave commences, or when that is not practical, within 2 weeks of the commencement of the leave of absence.
- 13.07 Employees eligible to take pregnancy or parental leave will be provided unpaid leave in accordance with applicable legislation.**

**ARTICLE 14. - PROMOTIONS - POSTINGS - NEW CLASSIFICATIONS**

- 14.01 Vacancies in classified jobs within the Bargaining Unit shall be posted for seven (7) working days to give employees ample time to apply. An employee leaving on vacation

may advise the company that he desires to be considered for any vacancy that arises during his vacation. This shall constitute adequate notice of his intention to apply for the posted position. In the case that no application is received for any posting the vacancy shall be filled by appointment, and the appointee automatically given posted status. Transfer to jobs will be made within ten (10) working days from the date the posting was awarded. Temporary vacancies caused by absences due to sickness or injury or statutory holiday or vacation need not be posted.

14.02 Vacancies shall be filled based on skill, ability and seniority. If more than one person applies for the vacancy the senior employee with sufficient skills and ability shall be given ten (10) working days to demonstrate that his skills and ability are relatively equal to any junior applicants. The ten (10) working day training period may be extended up to twenty (20) working days by mutual agreement between the Company and the Union. The name(s) of the successful applicant(s) will be posted on the bulletin board and a courtesy copy provided to the Shop Steward.

14.03 When a new job classification is introduced which is not included in the list of classifications in Appendix "A", the Company and the Union shall negotiate a wage rate for such classification.

Every effort will be made by the Parties to conclude negotiations within forty-five (45) days, but in any event, the rate established shall be retroactive to the day the new job commenced.

If the Parties are unsuccessful in negotiating an appropriate wage rate the Company shall determine the rate and the Union may challenge such rate through the grievance procedure.

## **ARTICLE 15. - GENERAL PROVISIONS**

15.01 The Union shall provide a bulletin board for the posting of official Union notices. The Company reserves the right to approve any material on the board. Such approval shall not be unreasonably withheld.

15.02 Where the duty of the Company and the Union to accommodate an employee, under Human Rights Legislation, conflicts with the Collective Agreement, the Company and the Union may modify the Collective Agreement to reasonably accommodate the employee, provided this does not result in undue hardship to the parties to the Agreement.

15.03 The Parties agree not to discriminate on the basis of any of the grounds set forth in the Canadian Human Rights Act.

15.04 All time lost by an employee due to necessary attendance on jury duty, or subpoenaed as a Crown witness, shall be paid for by the Company at the rate of pay applicable to the employee to a maximum of sixty (60) days. Employees shall submit to the Company any monies paid for such attendance.



15.05 Tool Replacement - If an employee is required by the Company to provide tools to be used on any job in the plant, the Company shall replace any such tools which have worn out through ordinary use, provided such tools are used primarily for the Company's benefit. The company shall also replace any such tool which is stolen or lost through no negligence on the part of the employee.

15.06 The Company shall supply and maintain coveralls for plant employees.

**ARTICLE 16. - HEALTH AND WELFARE**

16.01 The Company shall contribute the following amounts per hour worked:

**Sixty cents (60¢) for the period of July 1 2013 to June 30, 2014**

**Sixty-five cents (65¢) for the period of July 1, 2014 to June 30, 2015**

**Seventy cents (70¢) for the period of July 1, 2015 to June 30, 2016**

**Seventy-five cents (75¢) for the period of July 1, 2016 to June 30, 2017**

to the existing Benefit Package (the "Plan"), or an equivalent package, for all employees who qualify under the terms of the plan - currently 25 hours of work per week.

The Company will cease paying the premiums for the Plan for employees on an approved leave of absence greater than five (5) months after 150 days away from work. After that point, the employee becomes responsible for the full cost of the premiums if he wishes the Plan to be maintained. If he wishes the Plan to be maintained, the employee must make arrangements with the Company to pay for the full cost of the benefit premiums himself during the leave. Such arrangements must be made before the leave commences, or when that is not practical, within 2 weeks of the commencement of the leave of absence.

16.02 Any increases to current premium rates will be split 50/50 between the company and the employee.

16.03 The Company will make 100% payment of the employee's Medical Services Plan of British Columbia premiums. If an employee is absent from work for any reason for more than five (5) months, he shall be responsible for his own Medical Services Plan of British Columbia premiums.

16.04 Employees who previously opted out of the Plan may join the Plan or remain outside the Plan, at their option.

16.05 The Company's liability with regard to the providing the health and welfare plan is in all events limited to paying its share of the premiums for such coverage.

16.06 In the event the Union can demonstrate that an alternative benefit plan is available that provides superior or enhanced coverage compared to the existing benefit plan at no

additional cost to the Company, including transition or transaction costs, the Company will change to the new plan.

### **ARTICLE 17. - SEPARATION PAY**

17.01 In the event an employee with at least one year's service is terminated as a direct result of a permanent plant closure or a technological change which results in the displacement of a significant number of employees in the bargaining unit, such employee shall be entitled to separation pay in accordance with the following schedule:

One week's pay per year of service to a maximum of eighteen (18) weeks' pay.

17.02 Employees who accept separation pay under the provisions of this clause shall on doing so terminate their seniority and employment relationship with the Company and shall have no further rights under this Agreement or any other Agreement between the signing parties.

17.03 In the event that part of the plant remains open, employees eligible to receive separation pay may elect to remain seniority list for possible recall. The Company will hold the separation pay for such employee so long as they are eligible for recall, during which time the employee may request payment subject to the provisions of the above section. Those re-employed on this basis shall continue to accumulate seniority during the period of layoff.

### **ARTICLE 18. - SAVINGS CLAUSE**

18.01 If any Article of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

### **ARTICLE 19. - DURATION**

19.01 **This agreement shall be in full force and effect from and including the date of execution to and including June 30, 2017 and shall continue in full force and effect from year to year thereafter subject to the right of either party to this agreement, within three (3) months immediately preceding the expiry of this agreement, to give written notice to the other party to commence collective bargaining.**

19.02 There shall be no strikes or lockouts so long as this Agreement continues in force.

19.03 Should either party give written notice to the other party pursuant hereto, or such notice be deemed to be given by operation of law, this Agreement shall thereafter continue in full force and effect until:

(a) the Union shall commence legal strike;

- (b) the Company shall commence legal lockout;
- (c) the Parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.

SIGNED at Clearbrook, British Columbia, this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Marvin Friesen

\_\_\_\_\_  
Donna Tremblay

\_\_\_\_\_  
Bruce Temple

\_\_\_\_\_  
Jerry Rempel

\_\_\_\_\_  
Sander Van Haastert

**APPENDIX "A"**

<b>CLASSIFICATION</b>	<b>July 1, 2013</b>	<b>July 1, 2014</b>	<b>July 1, 2015</b>	<b>July 1, 2016</b>
<b>Driver 1</b>	<b>28.43</b>	<b>29.00</b>	<b>29.58</b>	<b>30.25</b>
<b>Driver 2</b>	<b>26.40</b>	<b>26.93</b>	<b>27.46</b>	<b>28.08</b>
<b>Driver 3</b>	<b>23.94</b>	<b>24.42</b>	<b>24.91</b>	<b>25.47</b>
<b>Maintenance 1</b>	<b>30.33</b>	<b>30.94</b>	<b>31.56</b>	<b>32.27</b>
<b>Maintenance 2</b>	<b>25.55</b>	<b>26.06</b>	<b>26.58</b>	<b>27.18</b>
<b>Operator 1</b>	<b>27.85</b>	<b>28.40</b>	<b>28.98</b>	<b>29.62</b>
<b>Operator 2</b>	<b>23.14</b>	<b>23.61</b>	<b>24.08</b>	<b>24.62</b>
<b>Operator 3</b>	<b>21.97</b>	<b>22.41</b>	<b>22.86</b>	<b>23.37</b>
<b>Utility 1</b>	<b>17.94</b>	<b>18.30</b>	<b>18.67</b>	<b>19.09</b>
<b>Utility 2</b>	<b>12.82</b>	<b>13.08</b>	<b>13.34</b>	<b>13.64</b>

1. \* **Probation Rate = 80% of base rate**  
 \*\* **Training Rate (end of probation through 9th month) = 90% of base rate**  
**[Training Rate not applicable to Utility 2 classification]**

**Premiums:**

**Steam Ticket**                      **75¢ per hour that plant is operating on employee's ticket**

**First Aid**                              **25¢ per hour premium payable to a Level 1 qualified bargaining unit employee who is scheduled as a First Aid attendant on a shift which statutorily requires a first aid attendant and in the absence of a qualified management first aid attendant.**

**APPENDIX "B"**

**Sunday Work**

WHEREAS:

- A. the Parties recognize that historically the feed mill has not operated on Sunday;
- B. the Company has no immediate plans to open the feed mill for Sunday operation; but
- C. the competitive changes in the industry may necessitate Sunday opening in the future (the bona fides of such necessity to be subject to the grievance and arbitration procedure).

THEREFORE the Parties agrees as follows:

- 1. There will be a one-time canvass of employees hired prior to ratification 1996 ("Existing Employees") regarding their availability for Sunday work. No employee will be discriminated against for electing not to perform Sunday work.
- 2. Any employee hired after ratification 1996 ("New Hires") shall be available for Sunday work.
- 3. The Company will provide at least three (3) months' advance notice of its intention to introduce a Sunday shift schedule. The Company further agrees that it will exercise its rights in this regard in a reasonable manner. The company shall meet with the Union to discuss the business reasons for the implementation of Sunday work and to discuss any issues surrounding the implementation of Sunday work.
- 4. Sunday work shall be assigned as follows, subject to the employee's ability to perform the work:
  - (a) work will be assigned first to New Employees;
  - (b) if insufficient New Employees are available, the work will be assigned to Existing Employees who indicated that they were available for Sunday work.
- 5. (a) The Company agrees that Existing Employees who elect not to work Sunday shall not be scheduled for Sunday work.
  - (b) The Parties recognize that due to sickness, vacation or similar constraints, such employees may be requested, from time to time, to perform Sunday work. In that case, the Company will canvass the employees to determine if any are willing to provide the necessary coverage.
- 6. Existing Employees who work a Sunday shift shall receive a premium of \$1.00 per hour for each hour worked on Sunday.
- 7. This Appendix shall form part of the Collective Agreement

**LETTER OF UNDERSTANDING NO. 1**

BETWEEN:

**CLEARBROOK GRAIN & MILLING CO. LTD.**

(hereinafter referred to as the "Company")

AND:

**UNITED FOOD AND COMMERCIAL WORKERS UNION,  
LOCAL 1518**

(hereinafter referred to as the "Union")

WHEREAS the Parties recognize the long-standing involvement of the Friesen family (the "owners") in the operation of the feed mill.

THEREFORE the Parties agree as follows.

1. Notwithstanding paragraph 5 below, up to three (3) members of the owners' family ("family members") who perform work covered by the Collective Agreement shall not be required to join the Union but shall be required to pay the appropriate Union dues.
2. Family members shall be permitted to perform bargaining unit work for relief, weekends and/or during school breaks and to receive any necessary training to perform the work.
3. Notwithstanding paragraph 5 below, family members shall also be permitted to perform bargaining unit work as part of a training program to prepare him/her for a management position.
4. The introduction of family members will not result in the reduction of work for other bargaining unit employees.
5. If the family member remains in the bargaining unit position beyond ninety (90) working days in a calendar year, he/she shall be subject to all provisions of the collective agreement.

SIGNED at Clearbrook, British Columbia, this 16th day of July, 1996.

RENEWED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
For the Company

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

**LETTER OF UNDERSTANDING NO. 2**

BETWEEN:

**CLEARBROOK GRAIN & MILLING CO. LTD.**

(hereinafter referred to as the "Company")

AND:

**UNITED FOOD AND COMMERCIAL WORKERS UNION,  
LOCAL 1518**

The Parties agree as follows:

1. To strike a joint Employee/Company committee to review driver concerns and driver scheduling.

SIGNED at Clearbrook, British Columbia, this 16th day of July, 2001.

RENEWED this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
For the Company

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