

COLLECTIVE AGREEMENT

BETWEEN

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518

AND

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL
AND SERVICE WORKERS. INTERNATIONAL UNION (UNITED STEELWORKERS)**

ON BEHALF OF LOCAL UNION 2009

UNION REPRESENTATIVES' UNIT

April 1, 2018 - March 31, 2020

Errors & Omissions Excepted

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COLLECTIVE AGREEMENT

By and Between: **UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518**
(Hereinafter referred to as "THE EMPLOYER")

And: **UNITED STEELWORKERS**
On behalf of **LOCAL UNION 2009**
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "THE UNION")

WITNESSETH:

WHEREAS it is the intent and purpose of the Parties hereto that this Agreement will promote and improve industrial and economic relationships between the Employer and the Union, and to set forth herein the basic Agreement covering rates of pay, hours of work, and conditions of employment to be observed between the Parties. The Parties further recognize that the relationship shall bear in mind the UFCW values as follows:

1. Integrity - We behave with integrity in everything we do and say. We act in open, ethical, truthful, forthright manner.
2. Respect - We treat all people with dignity and consideration.
3. Duty & Responsiveness - We carry out our duties with a high level of engagement, focus, and accountability.
4. Loyalty & Honour - We encourage and support one another and stand together as an organization.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto mutually agree as follows:

ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the current Certification issued by the British Columbia Department of Labour, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.

1.02 Employees whose regular jobs are not in the bargaining unit will not work on any jobs that would result in layoff of permanent staff.

1.03 **CONTRACT EMPLOYEES:** Contract employees are individuals who from time to time are hired, at the prerogative and direction of the Employer because of their extraordinary skills, experience and abilities to perform certain specific tasks for the Local Union. (For example, lawyers, public relations, printing, photography, safety & health, etc.) This list is for the purpose of example only and is not to be construed to limit the scope or professions that may be hired as contract employees.

If the Employer feels the need to hire an individual from time to time to do contract work, relief or temporary this individual will be governed as follows:

- a) **Contract employees will not be hired for longer than one (1) year. In exceptional circumstances the employer may request in writing an extension of six (6) months outlining the extraordinary conditions necessitating the extension. The Union will respond to the request in writing, and not unreasonable withhold agreement.**
 - i) In the case of contract employees, after the eighteen (18) months, the contract individual will be hired into the bargaining unit where he/she will receive training if needed and the job will be posted.
 - ii) **At any point in time, there shall be not more than five (5) contract employees working for the Employer.**

Local 1518 will not contract out work which is normally performed by employees in the bargaining unit if such contracting out would cause any employee to be laid off.

1.04 **TRAINING PROGRAMS**

- a) **The Employer may bring members of UFCW 1518 into a mentorship training program (i.e. Headstart) for a period no longer than three (3) months, during which time they shall be under the direction of a full-time Union Representative, and shall not be considered contract, relief or temporary employees (per Article 1.03). At the end of three months, the individual must return to their former job, or be hired as an employee.**
- b) **If the mentorship participant is hired as an employee or temporary employee within six months of the end of their training program, they shall be credited with three (3) months' time for the purposes of 1.03 above, and 2.03 below.**

ARTICLE 2 - DEFINITION OF EMPLOYEE

2.01 The term "employee" as used in and for the purpose of this Agreement shall include those employees of the Employer at and from the Employer's present or relocated premises for which the Union is certified, except those employees excluded by the Labour Relations Board of British Columbia.

2.02 TEMPORARY EMPLOYEES

- a) A temporary employee is a person who is hired to replace a permanent full-time employee absent on vacation or other leave and/or for a specific project or temporary high volume work load relief.**
- b) The Union shall be notified of any temporary positions, including the nature of the project or work, and the expected duration of the term.**
- c) A temporary employee that is not replacing a permanent full time employee will not exceed a term of twelve (12) consecutive months, except when extended by mutual agreement between the Union and the Employer.**
- d) The parties agree that Article 8 will not apply to persons employed as temporary employees, except for 8.01 (d), and they shall be considered terminated at the end of the temporary term.**
- e) For purposes of Article 19, temporary employees shall not have any seniority rights with respect to job postings, but may be considered prior to the Employer seeking external applicants.**
- f) Temporary employees shall not have access to the benefits described in Article 5, Article 14, Article 10.08, 10.27, 10.33, Article 15, Article 16 and Article 18.08 1), 3) and 5).**
- g) If the temporary employee is being "booked off" from another place of employment, the Employer will pay wage loss and ensure that the temporary employee's benefits and status with their primary employer are intact for a period not to exceed three (3) months.**
- h) Temporary employees shall be compensated at no less than \$30.57 per hour, and shall accrue vacation at no less than 4% annually.**
- i) The Employer will provide a basic benefit package including MSP, extended health and dental for all temporary employees hired for over three (3) months.**
- j) No regular employees shall be laid off while there are temporary employees working, and no regular positions shall be eliminated while there are temporary employees working.**

- k) **At the end of a temporary term of twelve (12) months (or more if agreed to be the parties), the temporary employee shall be returned to their original job/employer for a minimum of one (1) year before being eligible for the Employer to utilize them again as a temporary employee.**

ARTICLE 3 - MANAGEMENT

- 3.01 Management rights exercised by the Employer, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Employer. Provided, however, that this Article will not be used in a discriminatory manner against an employee because of age, sex, colour, nationality, religion or marital status.
- 3.02 **No DISCRIMINATION:** The Employer agrees that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of wage rates, training, upgrading, promotion, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, place of residence, family status, physical or mental disability nor by reason of his/her membership or activity in the Union.

ARTICLE 4 - UNION SECURITY PROVISIONS

- 4.01 (a) The Employer agrees that any present employee of the Employer, at the date of the signing of this Agreement, will, as a condition of continued employment, maintain membership in the Union in good standing.
- (b) All new employees after the ratification date of this Agreement will, as a condition of continued employment, join the Union after completing his/her probationary period, and as a condition of continued employment maintain membership in the Union in good standing.
- 4.02 (a) The Employer agrees to deduct once each month from the earnings of every employee covered by this Agreement such dues as may be fixed by the International Union and communicated to the Employer by the Union. The total amount so deducted, with an itemized statement of same in duplicate will be forwarded to the Union in the manner provided for in Subsection (d) hereof.
- (b) The Employer agrees to deduct an International Union Assessment or Assessments, when advised to do so by the International Treasurer or Deputy, from the earnings of every employee covered by this Agreement. The total amount so deducted, with an itemized statement of same in duplicate, will be forwarded to the Union in the manner provided for in Subsection (d) hereof.

- (c) The Employer agrees to deduct an initiation fee in the amount authorized by the employee upon receipt of an authorization, signed by such employee. The total amount so deducted, with an itemized statement of same in duplicate, will be forwarded to the Union in the manner provided for in Subsection (d) hereof.
- (d) Cheques will be made payable to United Steelworkers and forwarded to:

United Steelworkers
P.O. Box 9083
Commerce Court Postal Station
Toronto, Ontario
M5L 1K1

prior to the 15th of the month next following that in which the deductions apply.

4.03 The Employer agrees to have all present and future employees covered by this Agreement, as a condition of continued employment, sign a check-off card authorizing the Employer to implement the provisions of 4.02 hereof, and the Union agrees to indemnify the Employer and hold it harmless against any claim which may arise in complying with the provisions of this Article.

- 4.04 (a) Union members are to be supplied with Union deduction totals for income tax purposes. The Employer agrees to show on employees' "T4" slips the total Union deductions for the previous taxation year.
- (b) Union members to be supplied complete breakdown of taxable benefits and earnings.

ARTICLE 5 - HOURS OF WORK

5.01 It is understood that the hours of work and workloads of a Union Representative must be flexible; however, when areas concern arise with respect to this, the Employer and Union Representative will meet to resolve the problem.

5.02 **ACCUMULATED PAID TIME OFF (A.T.O.):** Regular full-time employees shall accumulate paid time off at the rate of one half day for each basic work week completed. Basic work weeks shall be those described in this sub-section and shall also include time off due to jury duty and witness duty, bereavement leave as set out in Article 10.

Days off with pay as a result of accumulated paid time off shall, in the week in which they are taken, be considered as hours of that basic work week.

Full-time employees shall accumulate the one half day per week A.T.O. on all weeks of vacation.

Employees shall not fail to accumulate A.T.O. credits in a week in which they are sick if such employees have used equivalent banked sick time.

When an employee has accumulated one day A.T.O., **they** shall receive one day off with pay, scheduled by mutual agreement by the employee and the **Employer. A.T.O. days may be taken off as full or half days, and may be scheduled individually or consecutively by mutual agreement.**

When an employee is required by the employer to work on a regularly scheduled **day off or** A.T.O. day, the employee shall have the option of taking the equivalent time off at **their** convenience.

Employees cannot be required to take A.T.O. when they have no credits in the A.T.O. bank.

Employees may opt to take payment in lieu of some or all of their banked A.T.O. to a maximum of forty (40) hours. Requests for payouts can be made twice per year – on the second Friday in February, and on the second Friday in September, and will be paid out within sixty (60) days.

Accumulated A.T.O. in excess of eighty (80) hours shall be scheduled by the employee within thirty (30) days. In the event the employee does not schedule time off within thirty (30) days upon notification by the Employer, then the Employer shall have the right to schedule sufficient A.T.O. to reduce the amount but only to the extent that the employee shall retain a minimum of thirty-two (32) hours in their bank.

ARTICLE 6 - PAID HOLIDAYS

6.01 All employees covered by this Agreement will receive a day's pay at their regular straight time rate for each of the following Paid Holidays (regardless of the day on which the holiday falls) in addition to any wages which they may be in receipt of for work performed on such holidays:

- | | | | |
|----|----------------|-----|------------------|
| 1. | New Year's Day | 7. | B.C. Day |
| 2. | Family Day | 8. | Labour Day |
| 3. | Good Friday | 9. | Thanksgiving Day |
| 4. | Easter Monday | 10. | Remembrance Day |
| 5. | Victoria Day | 11. | Christmas Day |
| 6. | Canada Day | 12. | Boxing Day |

and any other day declared a Statutory Holiday by the Municipal, Provincial and/or Federal Government.

6.02 When Paid Holidays fall on Saturday or Sunday they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.

6.03 Should any of the above holidays occur during an employee's vacation period, he will be given an extra day's vacation with pay for each holiday to be taken at the beginning of or the end of the holiday period.

6.04 In order to qualify for a day's pay for the above Paid Holidays the employee must have completed thirty (30) calendar days employment with the Employer.

6.05 Employees not actively employed because of:

- Lay-off
- Unpaid leave of absence
- Illness or injury, and not eligible for Paid Sick Leave, W.C.B., or Weekly Indemnity payments for the involved Paid Holiday(s) and who work some time within the fourteen (14) day period prior to or the fourteen day period following the Paid Holiday(s) in question, will qualify for Paid Holiday pay for such Paid Holiday(s).

ARTICLE 7 - VACATIONS WITH PAY

7.01 EMPLOYEES WILL RECEIVE VACATIONS AND BE PAID FOR THE VACATION IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

YEARS OF CONTINUOUS SERVICE	ANNUAL VACATION PERIOD
Less than 8 years	4 weeks
8 years but less than 16 years	5 weeks
16 but less than 22 years	6 weeks
22 years and over	7 weeks

7.02 VACATION ALLOTMENT — SICKNESS — INJURY — LAYOFF: Authorized leave of absence for sickness or accident or other cause acceptable to the Employer, excluding layoff beyond two (2) months, shall not affect the employee's right in respect to vacations with pay.

7.03 VACATION PERIOD: The Union will provide the Employer with paired “buddies” by November 15th of each year. The list will be inclusive of all members, excluding any temporary staff. If the Employer disagrees with the provided list, the dispute will be referred to Richard Coleman, or another mutually agreed to arbitrator, within fourteen (14) days.

Vacation schedule will be posted February 1st of each year. Employees will have preference of vacation periods in accordance with their seniority, **and with consideration of their “buddy’s schedule to provide coverage.** An employee’s vacation(s) shall not be changed once posted on the annual vacation planner without the consent of the employee. Notwithstanding the foregoing, the Employer will have the right to cancel vacations to meet operational requirements. Seniority will prevail in the cancellation of vacations provided membership services are not prejudiced.

7.04 VACATIONS EXCEEDING THREE WEEKS: Vacations with pay in excess of three (3) consecutive weeks for which employees may be eligible shall be scheduled sufficiently in advance and taken at a mutually agreed upon time.

7.05 VACATION PAY - WHEN PAYABLE: Vacation pay will be paid in the week preceding vacation. The amount of the vacation payment will relate directly to the portion of the

7.06 **VACATION PAY – ON TERMINATION** Employees who leave the employ of the Employer will be paid vacation pay at the time of severance on the following percentage basis on the earnings of the employee for which vacation pay has not been previously paid.

Less than one year employment.....	4%
1 year but less than 13 years employment.....	8%
13 years but less than 18 years employment.....	10%
18 years but less than 23 years employment.....	12%
23 years or more of employment.....	14%

7.07 if a bereavement occurs while an employee is on vacation, the time will be considered as bereavement leave not vacation time. Vacation time lost through such bereavement leave can be taken at a time mutually agreed upon by the employer and the employee.

In the event an employee becomes sick during the term of his/her vacation, verified by a doctor's certificate, the employee shall, upon proper notification to the employer, be considered to be on sick leave. Vacation period lost through sick leave can be taken at a time mutually agreed upon by the employer and employee.

7.08 Employees hired out of an existing bargaining unit of the Employer will be credited with the number of years of service earned in that previous bargaining unit for purposes of determining that amount of vacation entitlement only.

ARTICLE 8 - SENIORITY

8.01 (a) **SENIORITY PRINCIPLE:** The Parties recognize that job opportunity and seniority should increase in proportion to length of service. It is agreed that the term "seniority" as used herein, shall have reference to an employee's right to a job based upon his/her length of service with the Employer, and his/her ability to fulfil the job requirements.

(b) All layoffs, and re-hiring after layoffs will be done strictly in accordance with the principles set forth in 8.01 (a).

(c) **PROBATIONARY PERIOD:** Seniority of each employee covered by this Agreement will be established after a probationary period of six (6) months.

(d) Any Temporary Personnel hired to full time Union Representative positions will receive a seniority date on their first day of employment as a full time Union Representative with the Local.

8.02 **SENIORITY WILL BE MAINTAINED AND ACCUMULATED DURING:**

- (a) occupational injury
- (b) absence from employment while serving in the non-permanent armed forces of Canada
- (c) absence due to illness or non-occupational injury
- (d) jury duty, Union gatherings, and collective bargaining negotiations
- (e) authorized leave of absence

employees will have lifetime recall rights

- (g) in the event of recall, and if the employee rejects the position offered, then recall rights are permanently terminated.

8.03 **RECALL PROCEDURE:** Laid off employees with seniority will be given the first opportunity to be recalled. Employees will be notified of recall by telephone, telegraph, or other type of message which will be confirmed by registered mail. An employee being recalled must return to work as soon as reasonably possible after the first notice of recall as described above, but no longer than ten (10) working days after receipt of the registered notice, unless otherwise mutually agreed upon by the employer and the employee.

A copy of the notice will be given to the Shop Steward or Union Committee member.

8.04 (a) **SENIORITY LISTS:** The Employer will prepare Seniority lists of all employees and present to the Union within thirty (30) days of the signing of the Agreement. This list will be posted for a period of sixty (60) days, and will establish the seniority and regular classification of an employee who does not protest his/her status in writing, within the said sixty (60) days. Said lists will commence with the most senior employee, carry on downwards to the most junior employee, and contain the following information:

1. employee's name
2. employee's starting date
3. employee's length of service in years and days
4. employee's regular classification
5. probationary employees will also be shown on the list.

- (b) **SENIORITY LISTS — ADDITIONAL:** Additional revised lists will be furnished to the Union as required from time to time. The Union agrees not to request such lists more frequently than once each three (3) months except during the months of April through September when they will be supplied each month if requested.

ARTICLE 9 - SAFETY & HEALTH

9.01 SAFETY & HEALTH — RESPONSIBILITY:

- (a) The Employer agrees that it is the responsibility of the Employer to make adequate provisions for the safety and health of the employees during the hours of their employment.
- (b) The Union and the Employees agree to cooperate fully with the Employer on all matters of Health and Safety.
- (c) The Employer shall supply a properly equipped First Aid/Sick Room to cover all offices. Where there are remote offices at the very least the Employer will supply first aid kits.

9.02 **SAFETY COMMITTEE:** It is mutually agreed that a Safety Committee consisting of employees selected by the Union will meet with an Administration representative or representatives at the request of either party. Minutes of such meetings will be posted on the notice board.

9.03 **HOUSEKEEPING AND SANITATION:** All employees, as well as the Employer, will observe the rules of good housekeeping and sanitation.

9.04 **WASHROOM, LUNCHROOM:** Adequate washroom, lunchroom and a place to hang clothing will be provided by the Employer and kept in a sanitary condition. The Employer will supply towels, soap and other supplies normally found in rest rooms. Employees will co-operate by observing the rules of cleanliness.

9.05 **INJURED EMPLOYEE — TRANSPORTATION:** Employees injured on the job will be provided free transportation by the Employer to and from a doctor's office, or a hospital and will be accompanied by a qualified person with First Aid training, if available on the Employer's premises. Employees requiring transportation home from a doctor's office or hospital following initial treatment shall be reimbursed for costs of such transportation.

9.06 **INJURED EMPLOYEE — DAILY EARNINGS:** If an employee is injured on the job and a doctor recommends no further work on that day, the Employer will maintain the employee's normal daily earnings and benefits for the day of injury.

ARTICLE 10 - GENERAL PROVISIONS

1 0.01 JOINT LABOUR MANAGEMENT COMMITTEE:

- (a) The Employer and Bargaining Unit mutually agree to constitute a Joint Labour Management Committee. The Committee shall consist of three (3) Union Representatives, with at least one from outside the lower mainland, and Employer representatives, including the President and Secretary Treasurer of UFCW, 1518 or their designates. The Union Committee shall be elected or appointed from the Bargaining Unit.

The Joint Labour Management Committee shall meet on the third Monday of every month, or upon request of either party.

- (b) Before each Joint Labour Management (JLM) meeting, the Union Representatives shall canvass all representatives around the province to review workload issues. The results of this canvass will be forwarded to the Employer representatives on the JLM prior to the meeting.

Subject matter for each JLM shall include, but is not limited to:

- Policy Rules
- Workload
- Hours of Work
- Employee Assistance

The Employer agrees to promptly address any workload issues arising out of the workload canvass, and other workplace concerns brought forward by the Committee members. These discussions shall take place in accordance with the values contained in this Collective Agreement.

- (c) The purpose of the meetings shall be to exchange information of mutual interest, to review administrative matters arising from this Agreement, and to promote and maintain effective Union/Employer relations. The Joint Committee will have regard to the need to promote cooperative resolution of the above matters.
- (d) The Union will notify the Employer of the names of the Committee Members in writing, and will promptly advise of any changes to the Committee.
- (e) In addition to the JLMC meetings, the Employer agrees to hold annual staff meetings with all employees, to improve communications and interaction between management and employees.

10.02 **BULLETIN BOARD:** The Union will have the use of one (1) bulletin board on the premises of the Employer and provided by the Employer for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the union or Shop Stewards.

10.03 **NOTICE - BETWEEN EMPLOYER AND UNION;** Any notice required to be given to the Employer under the terms of this Agreement will be given by registered mail addressed to the Employer at its registered address. Any notice to be given to the Union under the terms of this Agreement shall be given by registered mail addressed to the Secretary of the Union at its registered address.

10.04 **UNION ACCESS:** Representatives of the Union will have access to the Employer's premises by obtaining the permission of the management. Such permission will not be unreasonably withheld.

10.05 **BEREAVEMENT PAY:** In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay. The length of such absence shall be at the discretion of the Employer. The term "immediate family" shall mean, spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandchild, **aunt, uncle**, all step-family members, same sex partners or any relative living in the household of the employee.

Notwithstanding the foregoing, if the death is a case of spouse, father, mother, or child, the employee shall be entitled to one (1) weeks' leave of absence with pay.

Time off due to the death of a member of an employee's family must be taken at the time of the bereavement, **though one (1) day may be used for a memorial service that is delayed.**

10.06 **APPENDICES:** The attached Appendices are a part of this Collective Agreement and the Parties are bound by their terms.

10.07 **JURY AND WITNESS DUTY PAY:** An employee summoned to Jury Duty or Witness Duty, where subpoenaed in a court of law, shall be paid wages amounting to the difference paid them for Jury or Witness service and the amount they would have earned had they worked **on** such days. Employees on Jury or Witness Duty shall furnish the Employer with such statements of earnings as the courts may supply.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty or Witness Duty and actual work on the job in one (1) day shall not exceed eight (8) hours for purposes of establishing the basic work day.

10.08 (a) **PREGNANCY LEAVE**

1. An employee who is pregnant shall be given a leave of absence without loss of seniority, **benefits, (unless otherwise specified in 7 below)** or other privileges for a maximum of seventeen (17) weeks, up to eleven (11) weeks prior to the expected delivery date and at least six (6) weeks after the actual delivery date. The employee may choose to delay the commencement of pregnancy leave, provided she is medically fit to perform the full range of duties of her position. This will not affect the employee's entitlement to pregnancy leave.
2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
3. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
4. All such requests must be submitted in writing at least two (2) weeks prior to the day the employee proposes to begin their leave.
5. In addition to the pregnancy leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.
6. **The employee on pregnancy leave shall be entitled to full pay for the first week (if there is a waiting period for EI benefits), and thereafter shall have a top up to any Employment Insurance benefits to maintain 100% of the employee's base rate of pay.**
7. **An employee on Pregnancy Leave shall not accrue ATO time, and shall lose entitlement to allowances and per diems in Article 18.08 after six (6) months.**

10.08 (b) **PARENTAL LEAVE**

1. An employee who requests parental leave under this Section is entitled to:
 - (a) for a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Section 10.08 (a) - up to **sixty-one (61)** consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section 10.08 (a).
 - (b) For a **parent (including an adopting parent) who does not take pregnancy leave** - up to **sixty-three (63)** weeks of unpaid leave

beginning after the child's birth and within **seventy-eight (78)** weeks of that event.

- (c) **An employee on parental leave shall receive top up benefits to their Employment Insurance benefits up to seventy percent (70%) of their base rate of pay for thirty-five (35) weeks. If the employee has taken the extended parental leave option for their EI benefits, they may spread an equal aggregate amount of top up over the entire period of their leave.**
- (d) **Employees on Parental Leave shall maintain their seniority and all benefits shall be maintained by the Employer for the period of the leave.**

- 2. If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection 1 above.
- 3. The employee is required to give the employer four (4) weeks advance notice in writing of their intent to take a leave under subsection 1 (a), (b) or (c). The employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- 4. **An employee on Parental Leave shall not accrue ATO time, and shall lose entitlement to allowances and per diems in Article 18.08 after six (6) months.**

10.09 **REST PERIOD:** Employees will be allowed two (2) coffee breaks of twenty (20) minutes each on Employer time: one in the first half of each shift and one in the second half.

1 0.1 0 INTIMIDATION: No employee shall be discharged or discriminated against for any lawful union activity, or for serving on a union committee outside of business hours, or for reporting to the Union the violation of any provision of this Agreement.

If an employee walks off the job and alleges management has deliberately coerced or intimidated him or her into doing so, the matter shall be considered under the grievance procedure and, if such allegations are proved to be true, then the employee shall be considered not to have resigned. Such grievances must be filed not later than five (5) days after the incident that gave rise to the situation.

This is not to be construed to restrict management personnel from reprimanding an employee as required by his/her position to maintain the proper operation of the office.

1 0.1 1 NOTICE OR PAY IN LIEU OF NOTICE:

- (a) Commencing after thirty (30) calendar days from date of employment, full-time employees when terminated by the Employer, unless guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave, unless having a bona fide reason for such absence, shall receive notice in writing or pay in lieu of notice as follows:

After first thirty (30) calendar days up to two (2) years of continuous service, one (1) week's notice in writing or one (1) week's wages in lieu thereof.

From two (2) years to five (5) years continuous service, two (2) weeks' notice in writing or two (2) weeks' wages in lieu thereof.

More than five (5) years continuous service, four (4) weeks' notice in writing or four (4) weeks' wages in lieu thereof.

- (b) A copy of the notice of dismissal or layoff of full-time employees who have been employed more than thirty (30) calendar days shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

10.12 **SEVERANCE PAY:** An employee who's services are terminated due to a merger, consolidation or a permanent suspension of operations, shall receive at time of reduction one month's severance for each year of service to a maximum of twelve (12) month's severance.

10.13 **UNION APPOINTEES — IDENTIFICATION:** The Union will maintain with the Employer a current list of the names of Shop Stewards, Committee members and Staff Representatives.

10.14 **UNION COMMITTEES:** Union Committees as provided for in this Agreement, will be of a size that will not unduly curtail production.

10.15 **PICKET LINE:** No employee shall be required to cross a legal picket line which has been recognized by the Union.

10.16 **SEXUAL HARASSMENT:** Where an employee alleges that sexual harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement.

10.17 **EDUCATION:** Employees attending educational or training program at the request of the Employer shall receive the following:

- (a) Tuition fully paid by the Employer.
- (b) Transportation costs from Employer's place of business to education/training facility, including parking fees where applicable.

Transportation shall mean either public transportation or, where employee's vehicle is used, a adequate mileage allowance.

- (c) Per diem allowance as defined for Union Representatives attending conferences and seminars.

10.18 **DUAL UNION MEMBERSHIP:** Employees shall have the option of a general membership in U.F.C.W. Local 1518 and shall have membership in U.S.W. Local 2009 as per the constitution of the U.F.C.W.

10.19 **DEEMED TIME WORKED:** Paid vacations, statutory holidays and A.T.O. shall be considered as actual time worked for all purposes of the Collective Agreement.

10.20 **CHARITABLE DONATIONS:** Employee donations to charity funds shall be on a strictly voluntary basis.

10.21 **TIME OFF TO VOTE:** The Employer agrees that he will fully comply with any law requiring that employees be given time off to vote.

10.22 **POLYGRAPH TESTS:** The Employer agrees that polygraph or similar lie detector tests will not be used.

10.23 **WORK LOADS:** If an employee believes the amount of work he/she is required to perform is excessive over what is required from the rest of the staff and it will result in an occupational accident or occupational injury to him or her, the question shall be referred to Article 11 of this Agreement.

Servicing Territories Assignments/Workloads: The Employer and the Union agree to meet on a quarterly basis to discuss workload issues and concerns. The parties agree to meet not less than thirty (30) days after ratification and to set dates and times for each meeting thereafter. At the beginning of each year dates will be set for that year.

10.24 **PHYSICAL EXAMINATIONS:** Where the Employer requires an employee to take a physical examination, doctor's fees for such examination shall be paid by the Employer. Except prior to commencement of employment and the first four (4) weeks of employment, such examinations shall be taken during the employee's working hours without loss of pay to the employee.

10.25 **HARASSMENT POLICY:** It is the policy of U.F.C.W. as an Employer to ensure that the working environment is conducive to the performance of work and is such that employees are not hindered from carrying out their responsibilities. The Employer considers harassment in the workforce to be a totally unacceptable form of intimidation and will not tolerate its occurrence. The Employer will ensure that victims of harassment are able to register complaints without reprisal. Such complaints shall be investigated and dealt with in a timely manner.

10.26 **MOVING EXPENSES:** Employees are subject to transfer from time to time.

1. Employees who own a home at the time of the move, and wish to rent instead of sell, are advised to hire a Rental Agency to administer the property. Such agencies will be responsible for finding suitable tenants, collecting rents, paying mortgage fees and taxes and will provide regular statements or revenue and expenses to the owner. The employer will cover reasonable costs for such services.
2. All legal fees involved in selling present home and purchasing new home.
3. Moving costs. To include packing and unpacking, insurance, proper storage if necessary.
4. Real estate fees incurred in selling of family home. Should the employee sell the home personally, he/she would be entitled to 50% of actual real estate fees at the exclusive listing rate.
5. Expenses of spouse for house or apartment hunting purposes. To include, babysitting services, car rental, etc.
6.
 - a) Lump sum amount for renters when required to break a lease to be paid by Employer.
 - b) Damage Deposit - \$1,000.00 for one month's rent. To be used as an advance and to be returned within one year.
7. Lump sum amount for miscellaneous expense, i.e. phone, light, cable, drapes, etc., covered by receipts up to a maximum of \$1,000.00.
8. Cost of transporting one personal vehicle necessary.

10.27 **LEAVE OF ABSENCE:**

- a) An employee who is appointed or elected to a full-time position with the U.S.W. or is elected to a full-time position with the Canadian Labour Congress, a Provincial Federation of Labour or a Labour Council, shall be granted leave of absence without pay and without loss of seniority for a period of two (2) years subject to renewal on application to the Employer for successive periods of two (2) years each.
- b) The Employer may, upon written request from the Union, grant leave of absence in writing without pay or loss of seniority to employees selected to perform specialized work on behalf of anybody affiliated with the Union or the Employer subject to Article 10.30 "Loyalty".
- c) The Employer will grant leave of absence(s) without pay to an employee elected to serve as M.P., M.L.A., Municipal Council, Civic Council, Labour

Council, Provincial Federation of Labour, Canadian Labour Congress. The Leave will cover the term(s) of office.

10.2 8 LOYALTY:

- a) It is agreed that in the event of a potential conflict of interest between the United Food & Commercial Workers Union, Local 1518, and the United Steelworkers regarding jurisdiction or other matters of a similar nature, the employees' loyalty shall be to the United Food & Commercial Workers Union.

- b) It is understood and agreed that the first priority of the employee of U.F.C.W. Local 1518 is to dedicate their service to the overall continuing Welfare & Security of U.F.C.W. Local 1518 and its membership at the sole discretion and direction of the President of Local 1518 and further, to abide by the programs and policies of Local 1518 as presently established and/or any future policies of the Local, including the International Constitution and the Bylaws and Constitution of U.F.C.W. Local 1518 and as set out in this Agreement.

It is further understood and agreed that the Union Representatives are under the sole direction of the President and Chief Executive Officer of U.F.C.W. Local 1518.

- 10.29 a) It is understood and agreed that in the event of U.F.C.W. Local 1518 merging with another Union or Local Union, the United Steelworkers will fully cooperate with the President of Local 1518 and the administration to expeditiously implement the terms of the merger document with regards to its intent and spirit as outlined to United Steelworkers by the President of Local 1518.

- b) In the event that employees of the merged or merging Union or Local Union do not wish to be covered by the terms of this Collective Bargaining Agreement and/or do not wish to become members of United Steelworkers they shall not be required to do so.

- c) United Steelworkers also agrees to observe the rights of any merged or merging local union or union employees in so far as they may be covered by another Collective Bargaining Agreement and/or Union membership, they are covered by the merger document or in the event they are non-union for the purposes of this Section.

- d) Nevertheless, it is understood and agreed that all new hired employees ("employees" as defined in this Collective Bargaining Agreement) shall become members of United Steelworkers

10.30 **DUTY TO ACCOMMODATE:** The Employer, the Union and its employees each have a responsibility to cooperate to accommodate a disabled employee who is unable to return to or retain their normal job as a result of an illness or injury in accordance with the Human Rights Act. The Employer agrees to consult with the Union if an accommodation is required. Refer to Duty to Accommodate Protocol attached.

10.31 **U.S.W EDUCATION FUND:** The Employer will contribute to the U.S.W three cents (\$.03) per hour per bargaining unit employee for each hour worked for education and training of union members.

10.32 **TRANSPORTATION**

1) **STANDARD VEHICLE**

The standard vehicles currently provided to UFCW Local 1518 Union Representative Staff for servicing their territories and the basic financial arrangements made to cover the cost of these vehicles area as follows:

- a) In town monthly cost on a **48** month lease/purchase:
\$725.00 monthly, plus GST and PST.
- b) Out of town monthly cost on a **48** month lease/purchase AWD and or 4X4:
\$750.00 monthly, plus GST and PST

All staff will have the opportunity to lease/purchase their vehicle directly.

The vehicle allowance will be dictated by the vehicle configuration appropriate for each Union Representative Staff member's territory.

2) **Maintenance and Repair of Vehicles**

- a) If a staff member chooses to keep a vehicle beyond the period of **48** months, they will assume the cost of all repairs beyond the warranty period.
- b) The Local Union will only be responsible for routine maintenance (i.e. oil changes, air filters, wiper blades) while the vehicle continues to be used for union business.
- c) The Local Union will also continue to reimburse for brake repairs and new tires not more than every 70,000 kilometers. Any other expenses are the responsibility of the staff member.
- d) Metal studded tires **or snow tires and chains** shall be provided on request where the climate **for any representatives with an assigned territory that requires driving outside of metro Vancouver.**
- e) **The Employer will pay for replacement cost insurance on vehicles if the member chooses to purchase a vehicle instead of taking an Employer-leased vehicle.**

3) **FUEL COSTS**

- a) **The Employer shall provide a credit card to pay for fuel. The Employer will review opportunities to install an electric charging station at the workplace in the event there are electric cards purchased in the future.**
- b) Vehicles in town have a normal fuel consumption based on an average of 11 litres/100.

Vehicles out of town have a normal fuel consumption based on 11.5 litres/100.

Note: Either party can ask that the fuel consumptions above be reviewed after two years of the Agreement. If during these discussions the parties mutually agree to amend the amounts it must be in writing and signed by the parties.

- c) If the staff member chooses a vehicle that is the standard or comparable fuel economy, then no reimbursement will be necessary for the entire term of the lease/purchase for the **forty-eight (48)** months.
- d) When a staff member chooses a vehicle that has poorer fuel economy than the standard vehicle for their territory, then they will be required to reimburse the Local Union for those costs. The calculation for reimbursement will be arrived at by a calculation of the usage completed by the finance department. For example: 11 litres/100 divided by 15 = 15 litres/100 = 73.3%

- i) *Fuel consumption rates are based on the fuel consumption guide produced by Natural Resources Canada, Office of Energy Efficiency (OEC). Website is oee.nrcan.gc.ca/vehicles*
 - ii) The deduction for fuel will be repaid to the Local Union by way of a weekly deduction from your pay cheque.
 - iii) This fuel calculation will be done each year using the OEC fuel costs estimate and the number of kilometers driven over the previous year.
- e) The weekly pay cheque deduction will begin the last week of March for the current vehicle. It will be adjusted upon delivery of a new vehicle, using the same per-litre fuel cost and the number of kilometers driven over the previous year.
- f) Staff members that are driving vehicles that have poorer fuel economy than that outlined above at the implementation of this policy will not be impacted by this policy until (whichever occurs first):
- i) The current vehicle lease is completed or
 - ii) **48** months have transpired from the date they originally purchased or leased that vehicle.

4) **NORTH AMERICAN CONTENT**

Under this policy, there will be a number of options available for each staff member. If you choose to drive a vehicle other than a Ford, Chrysler or General Motors product (excluding high end vehicles such as Cadillacs, Lincoln, Hummers, etc.), it must be built in Canada or the United States. Vehicles must be union made. There are no exceptions to this policy.

5) **PERSONAL USE REIMBURSEMENT**

The policy of reimbursing the Local Union at \$10.00 per week for personal use of the vehicle will remain unchanged. This will be deducted from your pay cheque each week and is separate from the fuel cost in 2.02 above.

- 6) This Memorandum will apply to all new leases or purchases the Sunday after ratification.
- 7) The cleaning of vehicles may be done on an as needed basis. This is understood that employee(s) will use proper judgment and will not be abusive. When using coins at the car wash you can put the amount on your expense vouchers.

- 8) Cash-out for vehicle upon retirement effective the Sunday after ratification is as follows:
- a) **2018 - \$40,500**
 - b) **2019 - \$41,000**
- 9) It is agreed that employees shall have the personal use of the car. **Fuel** used for personal use outside a radius of 500 miles from the office location will not be paid for by the Employer.

10) MILEAGE ALLOWANCE

- a) Those employees in the bargaining unit who are not covered by the leased vehicle plan shall receive a mileage allowance **equivalent to the current Canada Revenue Agency published rate** per kilometre when using their own automobile for the Employer's business.
 - b) Any future car allowance must be approved by the Union.
- 11) The Employer agrees to investigate the feasibility of a revised policy covering leased vehicle operators, e.g. spouses, dependents age twenty-five (25) and under. Should such a policy prove feasible it shall be discussed prior to its implementation.
- 12) Auto insurance deductible will be paid for in total by the Employer for any accident which occurred while a Union Representative was driving the car.
- 13) In the event of a lay-off, at the employee's option, the Employer shall purchase the vehicle back from the employee at fair market value.
- 14) After an employee has been off work continuously for six (6) months, the entitlements to fuel cease. At the end of the Weekly Indemnity period described in Article 14.06, if the employee does not return to work, they shall cease to receive any vehicle entitlement or benefit until such time as they return to work.

10.33 CONVENTIONS

All employees covered by this agreement shall have the opportunity to attend conventions. The Employer will agree that 1/3 of the available delegate positions will be allocated to staff covered by this collective agreement.

10.34 **OUT OF TOWN ASSIGNMENTS**

- a) When employees of the Local are on assignment remote from their normal community of residence, or where requested by the President, i.e. servicing, organizing, conferences or conventions, etc., and where possible, employees shall be allowed separate and individual hotel rooms.
- b) The Employer may on occasion require staff to work on assignments outside British Columbia for periods of up to 3 weeks in duration. Such assignments shall be rotated equally amongst all members of the bargaining unit. Further, any stays longer can be approved by the President by mutual consent.
- c) If an employee is required on an out of province assignment for more than three (3) weeks, such employee(s) shall be allowed to return home every two (2) weeks.
- d) Employees shall be allowed to travel executive or business class, where these services are available, on flights over 2 1/2 hours' duration.
- e) It is also understood that out of province assignments for educational purposes may be for longer duration and not subject to the above language.

ARTICLE 11 - GRIEVANCE PROCEDURE

11.01 A grievance procedure will be established and provide for the following:

STEP 1:The discussion of any question between the employee concerned and/or his/her steward, their supervisor(s) or the President of Local 1518 or his/her designate.

STEP 2:Should the issue not be resolved satisfactorily at Step 1, the grievance shall be reduced to writing within five (5) working days. It shall then be discussed between the employee and his/her representative and the President of Local 1518 and/or his/her designate.

The Employer will answer the written grievance within five (5) working days. It shall then be discussed between the employee and his/her representative and the President of Local 1518 and/or his/her designate.

11.02 **DISCHARGE CASES:** If an employee believes that he has been unjustly discharged he may commence grievance procedure and it will be instituted at Step 2.

11.03 **WARNING - SUSPENSION - DISCHARGE:** Employees may only be warned, suspended or discharged for proper cause. Suspension days will run as consecutive working days.

I 1.04 All discipline shall be removed from and shall not form part of an employee's work record one (1) year from the date the discipline was imposed.

ARTICLE 12 - EXPEDITED ARBITRATION

12.01 Expedited Arbitration may be proposed by the Union or the Employer within forty-five (45) days after the grievance and has been filed as per Article 11. Within seven (7) days of referral to Expedited Arbitration, either party may proceed to Expedited Arbitration subject to the following steps:

12.02 The parties must attempt to mediate the dispute within seven (7) days of being referred to Expedited Arbitration.

12.03 If mediation should fail, an Expedited Arbitration shall be held no less than ninety (90) days after referral to Expedited Arbitration.

12.04 The Union and Company agree that grievances referred to Expedited Arbitration will be adjudicated by **a mutually agreed upon Arbitrator.**

12.05 A final and binding decision will be handed down within twenty (20) days of the Expedited Arbitration case being held.

12.06 Matters not referred to Expedited Arbitration may be referred by either party to the regular arbitration procedure as contained in Article 12 and all arbitrations referred under Article 12 must be held within ninety (90) days of referral to arbitration and a decision must be rendered within twenty (20) days of the arbitration being presented.

ARTICLE 13 - ARBITRATION

13.01 The Parties agree that **a mutually agreed upon Arbitrator** will act as Arbitrator. The decision of the Arbitrator shall be final and binding.

13.02 Each party will bear their own costs for the arbitration.

13.03 (a) The cost of the Arbitrator will be shared equally by the Parties.

(b) In the case of discharge which the Arbitrator has determined to have been for an improper cause, the Arbitrator shall order the reinstatement of the employee and shall award him or her full or part back pay.

ARTICLE 14 - HEALTH AND WELFARE

14.01 MEDICAL INSURANCE

PREMIUMS: Paid one hundred percent (100%) by Employer.

The Employer shall provide the standard medical plan supplied by M.S.P. to cover employees, spouse, or common-law spouse and dependent children. Dependent children are under age nineteen (19), or under age twenty-five (25) and in full-time attendance at a recognized educational institution.

Enrolment required. Coverage effective on the first (1st) day of the month following date of employment commences.

Employer to pay all costs of medical reports required by the Employer. 14.02

14.02 EXTENDED HEALTH BENEFIT'S:

PREMIUMS: Paid one hundred percent (100%) by Employer.

The Employer shall provide Pacific Blue Cross Extended Health Benefits.

Benefits include ambulance service, hospital co-insurance, special nursing, physiotherapy and **chiropractic treatment** (with limitations). In addition to the benefits outlined above, an extended individual financial limit of twenty-five thousand dollars (\$25,000.00) and a special rider up to \$4800.00 per year for clinical psychologist (**including registered clinical counselling**) visits shall be provided.

Plan shall pay eighty percent (80%) of costs after initial twenty-five dollars (\$25.00) yearly deductible and shall cover employee, spouse, and dependent children up to the age of twenty-one (21) or under age twenty-five (25) if attending school.

Enrolment required. Coverage effective on the first (1st) day of the month following date employment commences.

14.03 HEARING AID, EYEGLOSS AND PRESCRIPTION PLAN:

PREMIUMS: Paid one hundred percent (100%) by Employer.

The Employer shall provide the following benefits:

1. Prepaid Drug Plan with no deductible.
2. The Employer pays the cost of employees to have an eye exam every two (2) years.

3. The Employer will pay up to five hundred and fifty dollars (\$550.00) for permanent staff towards laser eye surgery. The cost for Eyeglasses, lenses and frames will be five hundred and fifty dollars (\$550.00) for members, spouse and their dependents every two years.
4. Hearing aids **and repairs** to a maximum of two thousand dollars (\$2,000.00) per person once every four (4) years. The entire amount can be used for one ear or split into two amounts of one thousand dollars (\$1,000.00) per ear.

The Employer shall provide coverage for employee, spouse and dependent children up to age nineteen (19) or under age twenty-five (25) if attending school.

Enrolment required. Coverage effective on the first (1st) day of the month following date employment commences.

14.04 **LIFE INSURANCE:**

PREMIUMS: The premium required to purchase coverage equal to three times salary shall be paid by Employer.

Eligible dependents are spouse or common-law spouse and unmarried children under the age of twenty-one (21) or older if in full-time attendance at an educational institution. Dependent life insurance policy (included) shall be five thousand dollars (\$5,000.00) for spouse and two thousand five hundred dollars (2,500.00) for each child.

Accidental Death and Dismemberment coverage is also included. In the event of accidental death, beneficiary will receive the principal amount under the A. D. and D. benefit, as well as under the Life Insurance Benefit. In other words, twice the insured amount. In the event of the loss of a limb or limbs, or the use of eyes, or a combination thereof, varying amounts are payable.

Upon retirement, a twenty- five thousand dollar (\$25,000.00) life insurance policy for the employee will be provided. Dependent life insurance for spouses reduced to two thousand five hundred dollars (\$2,500.00); dependent life insurance for children terminates, A. D. and D. coverage terminates.

In the event of termination of employment (other than retirement) the plan allows transfer to an individual policy within thirty (30) days of termination. No medical is required.

Enrolment required. Coverage effective first (159 day of month following completion of three (3) months service.

14.05 **SUPPLEMENTARY LIFE INSURANCE:**

CARRIER: Union Labour Life Insurance Co., Washington, D.C.

PREMIUMS: Paid one hundred percent (100%) by Employer through U.F.C.W. International Office.

Life Insurance policy of ten thousand (\$10,000.00) per employee. A. D. and D. benefit in the same amount. Coverage effective upon completion and acceptance of Enrolment Application.

14.06 **EXTENDED SICK LEAVE & WEEKLY INDEMNITY:**

PREMIUMS: Paid one hundred percent by Employer.

The Employer shall pay wages (80% of the employee's straight time rate, topped up with sick leave and other banked time off) for the first three (3) months of absence due to sickness or non-occupational accident, based on claim validation by Pacific Blue Cross (or their successor). Wages will be paid in full while the claim is being processed. If PBC denies the claim, the employ will have the right to appeal (2 levels of P.B.C. appeal), and if the appeals fail, the Employer and the Union will review. If there is no agreement between the parties, the claim will go to an independent medical review. These benefits will commence on:

1. The first day of hospitalization due to non-occupational accident or sickness, or
2. The fourth (4th) day of absence due to sickness or non-occupational accident with a fifty-two (52) week benefit period.

Where an employee confirms with their physician that they will be off for a longer period of time after day surgery, the employee's extended sick leave benefits will start on the day of the surgery even if there is no overnight stay at the hospital.

If there is a possibility the employee may be off for a period longer than three months, the employer will provide the employee with the necessary forms to apply to the insurance carrier for Weekly Indemnity benefits. Valid claims for Weekly Indemnity benefits shall be paid by the carrier commencing on the first day of the fourth month for a fifty-two (52) week benefit period. Wages will be paid in full while the claim is being processed by the carrier.

Weekly Indemnity payments shall be in the amount of eighty percent (80%) of an employee's straight time rate of pay.

In order to maintain pension and dental credits, etc., and to alleviate the financial worry of delay the Employer will keep the employee on payroll at one hundred percent (100%) of salary, if employee has sufficient hours accumulated in the sick leave bank: eighty percent (80%) to be reimbursed by insurance to Company, twenty percent (20%) to come out of employee sick bank. If the Insurance provider makes the cheque out to employee, that cheque must be endorsed and turned over to the Employer. If employee does not wish to use accumulated sick leave credits, they will be kept on payroll at eighty percent (80%) salary.

Time absent on Weekly Indemnity up to fifty-two (52) weeks will count toward accumulated holiday time, dental contributions and pension contributions. It will not count toward accumulation of A.T.O. The maximum Weekly Indemnity benefit period is fifty-two (52) weeks.

Employees cut off from W.C.B. benefits for any reason shall be entitled to the full fifty-two (52) week Weekly indemnity package.

Coverage shall be effective on the first (1 st) day of the three (3) month following calendar months of employment.

14.07 **LONG TERM**

PREMIUMS: Paid one hundred percent (100%) by Employer. The Employer shall provide Long-Term Disability benefits. Coverage commences after after Weekly Indemnity is used up (i.e. 15 months after absence began). Coverage is equal to eighty percent (80%) of employee's salary to a maximum of four thousand five hundred dollars (\$4,500.00) per month.

Maximum benefit period is to age sixty-five (65) or entitlement to art unreduced pension.

14.08 **ACCUMULATED SICK LEAVE:** Accumulated sick leave will be one half day per month. Maximum accumulation is forty-seven (47) days.

All paid time off such a statutory holidays, vacations, sickness or accident, accumulated time off, etc., will be counted for the purposes of determining a full month of employment.

Sick leave must be used during the first three (3) days of absence due to sickness or non-occupational accident and may be used to make up the difference between Weekly Indemnity, or Workers' Compensation Benefits and 100% of salary.

It is agreed that accumulated sick leave information will be supplied to employees on a monthly basis.

14.09 **SICK LEAVE PAY OUT:** Employees who retire on pension or who voluntarily terminate their employment with the Employer, or who are permanently laid off from their employment with the Employer, shall upon termination or retirement be paid any sick leave accumulation they may have to their credit.

Employees who have a sick leave credit balance in excess of twelve (12) days (eighty-four (84) hours), as of December 31st, 1987, and on each December 31st thereafter, shall receive a cash pay out to a maximum of six (6) unused sick leave days (forty-eight (48) hours), provided no employee's sick leave bank shall fall below twelve (12) days (ninety-six (96) hours), as a result of a cash pay out. Eligible employees shall receive a cash pay out prior to January 31st of each year.

14.10 **RETURN TO WORK AFTER ILLNESS:** After absence due to illness or injury, the employee must be returned to his job when capable of performing his/her duties.

14.11 Time spent on Paid Sick Leave, Weekly Indemnity, Long Term Disability, Workers' Compensation, Paid Holidays (Statutory Holidays), Vacations, Accumulated Time Off and Union Leave of Absence will be considered actual hours worked for all benefits in Article 14 - Health and Welfare and Article 16 Pension.

14.12 **WORKERS' COMPENSATION SUPPLEMENT:** Where a regular full-time employee is qualified for Workers' Compensation, the Employer shall make up the difference between the Employee's regular straight time earnings at his/her regular hourly rate of pay and what he/she receives from the Workers' Compensation Board for the first three (3) scheduled working days of absence from the job. This is to be taken out of the sick leave credits of the employee if such credits exist. Otherwise, the Employer shall pay this amount. Thereafter, the Employer shall make up the difference; between seventy-five percent (75%) of the Employee's straight time earnings based on his/her regular hourly rate of pay and what he/she receives from the Workers' Compensation Board for a period of up to thirteen (13) weeks from the first day of absence due to injury on the job.

In the event the Workers' Compensation Board challenges initial coverage or, after going on W.C.B. benefits the Workers' Compensation Board terminates such benefits because the Board has decided that the employee's disability is no longer related to the compensable injury, the Employer will pay the Workers' Compensation Board portion and an amount equal to the difference between seventy-five (75%) of the employee's straight time earnings and the Workers' Compensation Board portion for a period up to thirteen (13) weeks as an advance until the matter is decided. If the claim is later allowed by the Workers' Compensation Board, the Employer will be refunded that portion of the advance from the Board, or if not possible, from the employee. At the Employer's option the employee will pursue the appeals procedure under the Workers' Compensation Board.

14.13 MAINTENANCE OF BENEFITS: The Employer agrees to maintain the full cost of Health & Welfare premiums when an employee is absent on Weekly Indemnity, L.T.D., W.C.B., or on Sick Leave.

ARTICLE 15 - DENTAL PLAN

15.01 The Employer agrees to make contributions to the **UFCW Health and Welfare Plan, UFCW Union Local 1518 Dental Division as determined by the Plan Administrators for the straight time hours of actual work by all Employees within the bargaining unit of the Collective Agreement.** If it is determined by actuarial advice that different contributions are required to maintain benefits under the Plan, then the contributions shall be changed in amounts and on dates determined by such actuarial advice.

15.02 Paid vacations, statutory holidays, paid sick leave and absence while on Weekly Indemnity, Long-Term Disability, Workers' Compensation, Jury and Witness Duty, Bereavement Leave and A.T.O. shall be considered as actual time worked with regard to dental credits.

15.03 Contributions, along with a list of employees for whom they have been made and the amount of the weekly contributions for each employee, shall be forwarded by the Employer to the Trust Company or financial institution, and subsequently to the Dental Plan as established not later than twenty-one (21) days after the close of the Employer's four or five week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated herein.

15.04 It is agreed that in the event the Government of Canada or the Province of British Columbia provide a non-contributory dental care plan with similar benefits, the Employer's obligations to continue contributions to the Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Dental Plan and the Employer's contributions in respect to the cost of these benefits shall cease.

15.05 Orthodontic coverage shall be two thousand five hundred dollars (\$2,500.00) **for each dependent adult and three thousand (\$3,000.00 for each dependent child.**

ARTICLE 16 - PENSION PLAN

16.01 1.A 2% wage increase will be applied to the wage rates of those employees who reach 20 years of service, provided that the Pension Plan for Canadian Employees continues to require these employees to contribute to the plan after twenty (20) years of service.

2. Included on the employees' regular paycheque on a regular weekly pay period basis, the Employer agrees to pay each eligible employee of the employer a percentage of the Produce Manager's top rate as established in the present Overwaitea industry agreement as follows:

Last Sunday of 2013	8.75%
Last Sunday of 2014	9.00%
Last Sunday of 2015	9.25%
Last Sunday of 2016	9.50%
Last Sunday of 2017	9.75%
Last Sunday of 2018	10.00%

16.02 Paid vacations, statutory holidays, paid sick leave and absence while on Weekly Indemnity, Long-Term Disability, Workers' Compensation, Jury and Witness Duty, Bereavement Leave and A.T.O. shall be considered as actual time worked with regard to pension credits.

16.03 The contributions shall be accompanied by a written statement showing the hours paid for each employee. In addition, the Employer agrees to pay interest on all such contributions which are not postmarked or deposited within thirty (30) days of the last day of the contribution period at the Bank of Canada Prime Rate as in effect on January 1st and July 1st of each year, from the last day of the period. Each contribution period shall comprise not less than four (4) nor more than five (5) weeks.

16.04 **RETIREMENT BENEFITS:** An employee who retires on pension or voluntarily terminates after at least ten (10) years of service is entitled to the following:

Dental, M.S.P., E.H.B., and H.E.P. coverage will be continued with premiums to be paid one hundred percent (100%) by the Employer.

Union will convert the Life Insurance Policy to a twenty-five thousand dollar (\$25,000.00) to age 65, policy for the member and five thousand dollars (\$5,000.00) thereafter. Premium will be paid 100% by the Employer.

Unused sick leave, A.T.O. and holidays will be paid out at current rate of pay.

Retirement Bonus of five (5) weeks' salary.

Cash-out for vehicle upon retirement as follows:

2018 - \$40,500

2019 - \$41,000

The Employer agrees to fund the expense of a final move at retirement for each bargaining unit member.

ARTICLE 17 - LEAVE OF ABSENCE WITHOUT PAY

17.01 LEAVE FOR PERSONAL REASONS:

- (a) An employee may be allowed a leave of absence without pay for up to sixty (60) days for personal reasons if:
 - (i) he/she requests it from the Employer in writing, and
 - (ii) the Employer believes the leave is for a good reason and does not interfere with the Employer's operations.

If the employee takes a job elsewhere during this leave of absence without joint approval of the Employer and the Union, he will be considered as having terminated his employment.

- (iii) **Conflict of interest** It is understood that any employee while on leave of absence as provide by the CBA will not take employment with any competitor. Competitor shall mean any other trade union or labour relations employment type jobs. 17.04 (j) will apply to this leave of absence.
- (b) A leave of absence may be extended up to an additional thirty (30) calendar days if there is good reason and the Employer and the Union Committee agree to it. The Employer must request the extension in writing before his first leave period has terminated.
- (c) The Union will be notified of all leaves granted under this Section.
- (d) During the period of leave, the employee will be allowed to self-pay their pre-leave premiums of MSP, E.H.B., H.E.P., and Life Insurance, in full, or not at all.

17.02 LEAVE TO ATTEND UNION GATHERINGS:

- (a) Employees who have been elected or appointed by the Union to attend International, National or Local gatherings will be granted leave of absence for this purpose. Not more than one (1) employee may take such leave at one time and they must give the Employer ten (10) working days notice in writing. This notice must be confirmed by the Union. Leave will not exceed three (3) weeks, plus reasonable travel time.
- (b) Leave of absence will be granted on request to not more than two (2) employees who have been selected by the Union to attend collective bargaining sessions or emergency gatherings of the Union.

17.03 LEAVE FOR UNION BUSINESS:

- (a) The Employer will grant an employee leave of absence up to one (1) year to work for the local or International Union. The employee must request the leave of absence in writing and the President of U.F.C.W. Local 1518 may approve it. This leave may be extended for additional periods at the request of the Union. One month's notice in writing must be given prior to requesting this leave.
- (b) Not more than two (2) employees may be on leave under this Section at any one time and in no instance will two such leaves be granted in any six (6) month period.

17.04 EDUCATION LEAVE: Employees with four (4) years or more of continuous service with the Employer shall be entitled to an educational leave of absence for up to one (1) year without gain or loss of seniority as of the time the employee leaves without pay and upon approval of the President.

The following terms and conditions shall apply to such leaves:

- (a) One (1) employee at any one time shall be eligible for educational leave.
- (b) Application for leave shall be in writing.
- (c) Seniority shall be the determining factor in scheduling of leave.
- (d) Such leave will be granted on a one time only basis per employee.
- (e) The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case.
- (f) While on leave the employee shall not take employment with another Employer. Article 17.01 (iii) Conflict of Interest language will apply.

- (g) It is understood a person on leave could be offered minimal part-time work with the Employer without seniority or rights to such work, for the duration of the leave.
- (h) The period of time on leave will not count towards time worked for vacation entitlement.
- (l) One (1) month's notice of return to work must be given to the Employer unless a return date has been established prior to leaving.

During the period of such leave the employee will be allowed to self pay their pre-leave benefit status for M.S.P., E.H.B., H.E.P., and Life Insurance in advance by quarterly installments.

17.05 **GENERAL LEAVE:** Employees with five (5) or more years of continuous service with the Employer shall be entitled to a general leave of absence without pay for a maximum of three (3) years. Terms and conditions as set out in 17.04 shall apply. The employee will continue to maintain and accumulate seniority while on this leave. Employee may prepay benefits. This leave will not be taken in conjunction with any other leave of absence.

Employee(s) can set-up a self-funded plan with the employer where they can have monies taken off their cheques to be put into a special account for an upcoming leave of absence. (Deferred Income Plan as follows:)

Deferred Income Plan

The parties agree to put into place a plan for all employees that will provide employees the option of deferring a portion of their income for a continuous three (3) year period and in the fourth year to take six (6) continuous months off, or three consecutive months for the purpose of education. The terms of the plant are set out as follows:

- (a) This Addendum applies to Union Representatives.
- (b) The purpose of this addendum is to vary and clarify certain terms of the Collective Agreement in order to introduce the Deferred Income Plan.
 - 1. No employee will receive benefits superior to those negotiated in the collective agreement for his/her category and status because of enrolment into the Deferred Income Plan.
 - 2. All health and other benefits, including, but not limited to: sick leave, vacation leave, uniform allowance, quarterly allowance, evening allowance, leased or purchased vehicle, and transportation allowance shall be suspended for the period that the employee is off work pursuant to this plan:

3. Pursuant to this plan an employee(s) shall maintain all benefits *but* not limited to their Medical, Dental, Extended Health and Long Term Disability benefits for the period off work by reimbursing to the Employer the full cost of the premium of these benefits.
 4. Time off under this plan shall be credited to the employee's continuous service.
- (c) Employees wishing to enroll in the Deferred Income Plan will apply in writing in a minimum of two (2) months before enrolment stating the percentage of their wages they wish to have deferred and the percentage they wish to have paid.
 - (d) For three (3) years, the employees who have been granted enrollment shall be paid a percentage of their wages set out above. At the end of three (3) years, eligible employees shall be paid their entitlement of the monies in the Deferred Income Plan fund in three (3) or six (6) equal installments.
 - (e) While the fund shall be at no cost to the Employer, the Employer agrees that the plan can be administered and maintained in hours and that Employer will absorb the cost of its staff and overhead, but no bank charges or accounting fees incurred in providing this service. In the event that the administration of the plan is in dispute, the parties will hire a mutually agreed to outside consultant to maintain and administer the plan and the cost of such consultant will be borne by the plan.
 - (f) The fund shall be administer jointly by the United Food & Commercial Workers Union Local 1518 and a representative from the United Steelworkers.
 - (g) No more than one (1) Union Representative may enroll in the plan in any one calendar year or be off work in any one six (6) month period.
 - (h) The interest earned by the monies in the plan shall accrue in the plan.
 - (i) At the end of three years, employees who choose not to take three (3) or six (6) months off work shall be paid out their entitlement to the fund in on lump sum.
 - (j) The plan shall be subject to approval from Revenue Canada and the International Pension Plan.
 - (k) The parties shall have further discussion with a view to addressing additional concerns regarding the plan, which may arise from time to time.

Differences regarding the plan shall be resolved by Vince Ready in a process of Mediation/Arbitration.

- (1) Implementation of the Deferred Income Plan shall commence no later than _____

17.06 **SABBATICAL:** Employees will be allowed eight (8) weeks off without pay (in addition to regular vacations) after accumulating ten (10) years seniority and an additional eight (8) weeks without pay for each additional ten (10) year period that they are employed. Such leave may be taken in conjunction with their annual vacation if they so desire.

ARTICLE 18 - WAGES

18.01 WAGE SCHEDULE:

- (a) The job classifications and rates of pay listed in the attached Wage Schedule are agreed upon by both parties and are a part of this Collective Agreement.
- (b) The rates set forth in the attached Wage Schedule may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).
- (c) The rates for the classifications set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto, are the agreed upon rates for those classifications, and therefore no employee may perform work within classifications for a rate other than the rate set forth in this Agreement. The refusal of an employee to perform work contrary to the provisions of this Section, shall not constitute grounds for any reprimand or any form of disciplinary action, or dismissal by the Employer.
- (d)
 - (i) It is understood and agreed that when new employees are hired by the President of Local 1518 and at the discretion of the President of Local 1518, such new employees may commence employment within any classification or at any rate of pay within the wage scale.
 - (ii) It is understood and agreed that the President of U.F.C.W. Local 1518 may at his discretion hire from time to time temporary or special representatives whom shall not be covered by this Agreement.

18.02 (a) **NEW OR CHANGED JOB CLASSIFICATION:** If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the Parties hereto are agreed to negotiate a rate for the job(s) in question.

- (b) If the Parties are unable to reach agreement then the dispute will be settled through the Grievance and Arbitration procedures of this Agreement.

18.03 **CHEQUE ISSUE — NO DELAY:** The Employer will make provisions that there will be no undue delay in issuing cheques on pay day.

18.04 **STATEMENT OF EARNINGS:** The rate or rates of pay, hours of work, details for overtime hours and all necessary and pertinent information including A.T.O. and Sick Leave accumulated hours will be furnished to each employee on his pay statement so that the employee can clearly understand how his total pay was calculated. The Employer agrees to include, to the degree that can be accomplished, all pertinent payroll information such as A.T.O. credit, Sick Leave credit, etc.

The Employer agrees where there has been a mistake on an employee's itemized statement that the employee will get an agreed upon amended statement within fifteen (15) days of being notified.

18.05 **PAYMENT OF WAGES — IRREGULAR:** Any employee being discharged, laid off, or leaving of his own accord will be paid all wages due to him as promptly as possible, or, in any event, within forty-eight (48) hours of the expiration of the next working day.

18.06 **EQUAL PAY FOR EQUAL WORK:** Where an employee has the necessary qualifications and has the ability to handle the work, there shall be no discrimination between men and women in the matter of appointments to vacant positions, nor salaries for such positions.

In this Agreement, any words importing the masculine gender include female persons and any words importing the female gender include male persons, singular or plural.

18.07 Any monetary and benefit increase enjoyed by members of Canada Safeway Ltd. (or the largest food retailer represented by U.F.C.W. 1518), shall similarly be effective on the same dates and in the same amounts for all members of the bargaining units, as described in the Bylaws of U.F.C.W. 1518, Local Union Bylaws.

18.08 **ALLOWANCES**

- 1) Per Diem - **\$20.15** per day.
- 2) Where a Union Representative is required to hold an evening meeting in his servicing area and as a result of time constraints or distance it is not reasonable to expect he could eat at home the employee may charge the Local **\$40.00** for meal expenses.

- 3) A late night arrival adjustment of \$350.00 quarterly will be paid to each member in recognition of late night work.
- 4) Meal Allowance:
 - i) Out of town - \$15.00/**\$25.00/\$40.00**
 - ii) Out of Province - **\$80.00 per day**
 - iii) Conventions - **\$80.00 per day in US funds if in USA.**
- 5) A **\$500.00** clothing allowance will be paid quarterly so that all staff will have appropriate business attire.
- 6) After an employee has been off work continuously for six (6) months, the entitlements to per diem and clothing allowance shall cease.

ARTICLE 19 - JOB POSTING

- 19.01 (a) **JOB OPENINGS:** Effective at date of Certification, all job openings in the bargaining unit, will be posted on the bulletin board for five (5) working days.
- (b) From time to time there may occur openings within the labour movement, the International Union, other U.F.C.W. Locals or within Local 1518, which are temporary or provide opportunities which may be of interest to employees within the Local. The President of Local 1518 shall keep employee appraised of those jobs that come to his attention which may be appropriate for the present employees of Local 1518.
- (c) Transfers to be offered by job posting. If no senior employee accepts the opening then the least senior employee may be assigned (See Letter of Understanding #6).
- (d) Where two applicants on a job posting are relatively equal, seniority shall be used as the determining factor.
- (e) job postings will be subject to the grievance procedure. 19.02

JOB APPLICATIONS (DELAYED):

If an employee is not at work, for the following reasons, when a job is posted, he may apply for the job, if he does so within three (3) working days of his return to work.

1. vacation
2. authorized leave of absence not exceeding thirty (30) days

3. absence resulting from an accident or illness not exceeding thirty (30) days
4. absence on Workers' Compensation not exceeding thirty (30) days.

19.03 **SELECTION OF SUCCESSFUL APPLICANT:** Preference will be given to applications from the most senior employees in accordance with the principles established in Section 8.01 (a) of this Agreement.

19.04 **TRIAL PERIOD:** The successful applicant may be entitled to up to thirty (30) working days (or longer if agreed to by the parties) and not less than five (5) working days trial period.

19.05 **RETURN TO FORMERJOB:**

- (a) In the event that an employee is promoted in accordance with the provisions of this Article and within thirty (30) days (or longer if agreed to by the Parties of such promotion he is not performing efficiently, or the employee wishes to do so, he will revert to his immediate previous job, without loss of seniority.
- (b) If additional people are required, they will be drawn from the previous posting, provided, however, there are enough applicants on the previous posting to fill the vacancy.

19.06 **SUCCESSFUL APPLICANT NOTICE:** The name of the successful applicant will be posted no later than five (5) days after the removal of the Job Posting notice.

All job postings not filled by successful applicants within thirty (30) days are considered void.

Employee(s) who are successful in a job posting shall not be required to remain in their former position/location for more than thirty (30) days. If employee(s) or employer requests to remain in their existing position/location for more than thirty (30) days, a meeting shall occur between the JLM committee and member involved. This will not result to a loss of their posting. Any such agreement/arrangement outside of the thirty (30) days must be finalized by a written mutual agreement.

19.07 In the event that none of the applicants meet the requirements of the job in relation to Section 8.01 (a) of this Agreement or in accordance with Article 19.01 of this Agreement, the Employer may fill the vacancy from any available source.

ARTICLE 20 - TECHNOLOGICAL CHANGE

20.01 In the event that the Employer introduces a technological change which results in:

Displacement of employees from employment with the Employer. The Employer will co-operate with Canada Manpower training facilities to train such employees, if there are job openings with the Employer, and such employees have the necessary potential to fill the positions.

ARTICLE 21 - SAVINGS CLAUSE

21.01 Should any part of this Agreement or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgement or order of a court, tribunal or board of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof and such remaining portions shall continue in full force and effect.

21.02 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 implementing the requirements of any such order, judgement or legislation or for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the Parties do not agree on a mutually satisfactory replacement, they shall submit the matter to arbitration.

ARTICLE 22 - HUMANITY FUND

22.01 Employees shall pay forty (40) cents per week times 52 weeks = \$20.80 per year. Employer will handle administration on an annual basis.

ARTICLE 23 - JUSTICE & DIGNITY

23.01 An employee who is being asked to participate in any workplace investigation, or who is called to a meeting by the Employer where disciplinary action is anticipated, shall be entitled to Union representation in that investigation process or meeting.

23.02 An employee whom the Employer suspends for longer than one (1) week without pay, or discharges or whom it contends has lost his/her seniority under Section 8 shall be retained at or returned to active work until any grievance contesting such suspension, discharge or break in service question is finally resolved through the grievance and arbitration procedure.

However, the employee may be removed from active work (without pay) until the resolution of the Grievance protesting the suspension, discharge or termination **if they** present a danger to the safety of employees due to fighting, theft, or concerted refusal to perform their assigned work.

The above referenced to suspension, discharges and terminations are examples and are not to be all-inclusive but indicated how the various types of issues will be handled.

If a suspension or discharge should be revoked by the Employer sustained in arbitration proceedings, the Employer will reinstate the employee without loss of seniority or accredited service and he/she will be made whole. A lesser settlement may be agreed to by the employee, grievance committee and Local Union Administration.

ARTICLE 24 - DURATION OF AGREEMENT

24.01 This Agreement shall be for a period of **two (2)** years, from **April 1, 2018, to and including March 31, 2020**, and from year to year thereafter subject to the right of either Party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is **March 31, 2020**, or immediately preceding the 31St day of March in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.

24.02 Should either Party give written notice to the other Party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike or the Employer shall give notice of lockout or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement whichever shall first occur.

24.03 The operation of Section 50(2) & 50 (3) of the Labour Relations Code of British Columbia is hereby excluded.

Signatures on File _____

Signatures on File _____

IN WITNESS WHEREOF the parties have hereto executed this Agreement this _____
day of _____, 2019.

**UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518**

**UNITED STEELWORKERS
ON BEHALF OF LOCAL UNION 2009
UNION REPRESENTATIVES' UNIT**

LETTER OF UNDERSTANDING #1

**Between: UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518
(Hereinafter referred to as "THE EMPLOYER")**

**And: UNITED STEELWORKERS

ON BEHALF OF LOCAL UNION 2009
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "THE UNION")**

Present employees as of May 25, 1989, should they be transferred to an out-of-town area shall be a minimum of 3 years to a maximum of 5 years. This may vary by mutual agreement. This language will not apply to new hires.

"Bid on Job Posting" Employer will pay moving cost once only during career. Costs to include packing, loading, unloading, insurance and move.

LETTER OF UNDERSTANDING #2

**Between: UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518
(Hereinafter referred to as "THE EMPLOYER")**

**And: UNITED STEELWORKERS

ON BEHALF OF LOCAL UNION 2009
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "THE UNION")**

This is to confirm and clarify the policy of U.F.C.W. Local **1518** as it pertains to fitness:

The Employer will pay Y.M.C.A./Y.W.C.A. membership fees or equivalent (i.e. if membership fee is \$200.00 at the Y.M.C.A./Y.W.C.A, Employer will pay only \$200.00 toward membership fee at another club.

LETTER OF UNDERSTANDING #3

**Between: UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518
(Hereinafter referred to as "THE EMPLOYER")**

**And: UNITED STEELWORKERS

ON BEHALF OF LOCAL UNION 2009
UNION REPRESENTATIVES' UNIT
(Hereinafter referred to as "THE UNION")**

In the 2018-2019 negotiations, the Parties agreed that further work was required to discuss the vehicle and fuel efficiency language contained in Article 10.32. This committee will consist of Union and Employer appointed representatives, and will present findings prior to the expiry of the Collective Agreement on March 31, 2020.

APPENDIX "A"
WAGE SCHEDULE

First Sunday in April, 2019 + \$.35

Starting Rate (1st Six Months) $\$30.57 \times 2080 = \$63,585.60 \times 20\% = \$76,302.72$

Six (6) to Twelve (12) Months $\$30.57 \times 2080 = \$63,585.60 \times 30\% = \$82,661.28$

Over Twelve (12) Months $\$30.57 \times 2080 = \$63,585.60 \times 40\% = \$89,019.84$

In addition, there will be a one-time signing bonus lump sum, payable on December 1, 2019, of \$850.00 for each employee employed in this bargaining unit on that date.

DUTY TO ACCOMMODATE PROTOCOL

(Amended by Duty to Accommodate Committee 2008)

PROCESS:

Establish an accommodation working group (must represent both Union and Management).

Establish a process where individual requiring an accommodation:

1. Notifies Employer and Union Representative(s) on the Accommodation Work Group.
2. Provides description of limitations and work capacity (must complete Physical Assessment/Work Modification Form), a copy of which is reviewed by both Employer and Worker Representatives on Accommodation Committee.
3. Accommodation Committee after reviewing above information implements a decision.

HIERARCHY OF ACCOMMODATIONS:

1. Modify existing work/work station/work duties;
2. Bundle work tasks from various office duties;
3. Post into other jobs that may become available;
4. "Switch" jobs (voluntary vacancy).
5. Creation of a temporary vacancy to be filled by worker requiring accommodation for up to 60 days (extendable upon mutual agreement between Union and Employer). *An accommodated worker would get the position, but would still be scheduled by seniority and not gain seniority rights over other bargaining unit employees for claim to hours, layoff, etc.*
6. Preserve rights of others in Bargaining Unit (no "bumps" unless by mutual agreement). *(See Point V (3)).*

PRINCIPLES:

1. Confidentiality and privacy;
 - only requires minimal medical information to properly place.
 - restrict access to those on the Accommodation Committee Group.
2. Participation in the Accommodation Program by injured workers is voluntary, but required if an accommodation is to be made.

DISPUTE RESOLUTION:

In the vent of an irresolvable case, it will be submitted to the grievance procedure.

Where case remains irresolvable, UFCW and USW to agree to refer to (John Hall) for arbitration with costs split between employer and union.

DUTY TO ACCOMMODATE PROTOCOL POLICY

I PURPOSE OF POLICY

1. The British Columbia *Human Rights Code* protects persons from discrimination because of disability.
2. Employees with disabilities are entitled to reasonable accommodation in the workplace to the point of undue hardship.
3. The Employer and the Union wish to establish a protocol for assessing and accommodating employees with *bona fide* disabilities.

II JOINT ACCOMMODATION COMMITTEE

1. The parties agreed to establish a joint accommodation committee (the "Accommodation Committee").
2. The Accommodation Committee will be comprised of one (1) standing representative from each of the Employer and the Union. Either party may add other representatives from time to time. Representatives should be familiar with the collective agreement, and have experience in the area of return to work and accommodation.
3. The Accommodation Committee will meet as regularly as necessary, and at the request of either party, to carry out its responsibilities.
4. The Accommodation Committee's responsibilities will include:
 - a) keeping a record of employees who do or may require accommodation;
 - b) assessing medical information provided by employees to determine whether there is a need for accommodation;
 - c) requesting additional information concerning the physical capabilities and limitations of employees where necessary, and specifying the nature of such information;
 - d) arranging for accommodations in accordance with the Protocol Policy;
 - e) communicating specific accommodation arrangements to all person who may be affected, including co-workers;

keeping a record of employees accommodated because of disability, together with a summary of the arrangements;

- g) reviewing prior accommodation arrangements where there has been a change in circumstances;
- h) ensuring accommodation practices remain consistent with the law; and
- i) carrying out any other responsibilities assigned by mutual agreement of the parties.

Either party may refer a matter to the Accommodation Committee for resolution. If the other party opposes the referral, it must demonstrate that the matter is not appropriate for consideration by the Committee.

- 5. The Accommodation Committee has authority to make and implement decisions on matters described in paragraph 4 above when the representatives of both parties agree.

III **OBTAINING AND REVIEWING MEDICAL INFORMATION**

A. **Principles:**

- 1. Medical information is confidential and should be limited to those facts relevant to determining the capabilities and limitations of the employee seeking accommodation. However, the parties agree that employers must produce medical information justifying the need for an accommodation in order to be accommodated. Medical information should be directed to those facts relevant to determining an employee's capabilities and limitations. It will usually include an employee's diagnosis, prognosis and/or treatment plan, as provided by the employee's physician.
- 2. Although medical information is supplied on a voluntary basis, employees seeking accommodation must supply such information and respond to reasonable requests for additional information.
- 3. All accommodation files to be in a separate confidential cabinet assessable only to Accommodation Committee. The affected member has a right to see their file.
- 4. Individual records will be retained for the duration of employment and a summary of records maintained will be kept indefinitely.

B. **Reviewing Medical Information**

- 1. The Accommodation Committee may request information regarding an employee's physical capabilities and limitations where there are reasonable grounds for the request. Reasonable grounds may include a prior request by the employee for accommodation, an inquiry by the Workers' Compensation Board or other identified need for accommodation, and indications the employee's medical condition has changed.

2. Requests for medical information will be made using the "Physical Assessment/Work Modification Form" and "Medical Sharing Release Form" developed by the Accommodation Committee (copies of both are attached to this Protocol Policy, and are subject to amendment by the Accommodation Committee).
3. Medical information may be obtained from the Workers' Compensation Board once an employee has completed the "Medical Sharing Release Form".

C. Obtaining Additional Medical Information

1. Employees have a duty to assist in finding an appropriate accommodation by obtaining and providing sufficient medial information to verify the need for accommodation and to identify specific accommodation requirements.
2. Where the Employer or the Union believes that medical information provided by an employee is insufficient, or that a Specialist's opinion is required, the matter will be referred to the Accommodation Committee for resolution. Any referral to a Specialist will be made by the employee's own doctor.
3. Other means of obtaining additional information concerning an employee's capabilities and limitations for purposes of arranging an accommodation may include:
 - a) a work trial;
 - b) a job demands analysis by the WCVB or work assessment;
 - c) a functional assessment (where the level of disability is inconsistent with existing medial information) and;
 - d) the involvement of Workers' Compensation Board rehabilitation personnel or other rehabilitation specialists involved in treatment, such as physiotherapist, chiropractor, etc.

IV ACCOMMODATING EMPLOYEES

A. Principles:

1. Discrimination in the workplace is everyone's business.
2. The search for accommodations is a multi-party inquiry. In this unionized workplace it involves the Employer, the Union and affected employees:
 - a) the initial responsibility to search for an accommodation rests with the Employer. It must initiate the process and take reasonable steps towards finding a reasonable accommodation;
 - b) the Union (the members of the bargaining unit and the representative body) shares responsibility with the Employer to cooperate in seeking to

accommodate employees. The Union's duty differs from that of the Employer in that its representative nature must be considered; and

- c) employees have a duty to assist in arranging an appropriate accommodation, and have a responsibility to:
 - i) obtain and provide sufficient medical information to verify the need for accommodation and to identify specific accommodation requirements; and
 - ii) facilitate the implementation of a reasonable accommodation.

- 3. The extent of the duty to accommodate depends on the particular circumstances of each case. Generally, the accommodation options set out in this part of the Protocol Policy will be considered in order to find the most reasonable accommodation to the point of undue hardship.
- 4. The parties agree to minimize disruption in the workplace and interference with collective agreement rights resulting from accommodations.

B. Modify Existing Job

- 1. Modifications to an employee's existing job in order to accommodate a disability may include:
 - a) changing work organization demands or methods;
 - b) providing assistive devices;
 - c) physically changing the work area or equipment; and
 - d) providing additional assistance.

C. Change in Job Function

- 1. Where a reasonable accommodation cannot be arranged by modifying an employee's existing job, the following changes to the employee's job function will be considered:
 - a) bundling of tasks within the employee's position;
 - b) bundling of tasks outside the employee's position.

D. Vacancies

New positions suitable for accommodations, and not within the Collective Agreement posting requirements, may be reserved by the Committee for accommodations.

- 1. Vacancies may be created for accommodations as follows:

- a) an employee may voluntarily relinquish a position suitable for accommodation and be transferred to another position in the same or a different classification, provided there is no reduction of hours for junior employees; or loss of hours for the voluntarily transferred employee;
- b) the vacancy created by the accommodated employee shall be posted and filled in accordance with the Collective Bargaining Agreement, bearing in mind that the transferred employee who relinquishes their position must not lose hours;
- c) the created vacancy must be filled by an accommodated employee as soon as possible or transferred employee returns to position; and
- d) employees requiring accommodation will be considered for the created vacancy on the basis of seniority with the Employer;
- e) when the accommodation is no longer required, employees will revert to their original positions.

E. Movement Outside Classification (Local 2009)

Employees may be placed in a different classification (either in the same or a different bargaining unit) in order to be accommodated. They will retain their seniority, and will receive the rate and benefits which is most comparable to their current rate, for the position in which they are accommodated.

F. Movement Outside Local 2009

Employees may be transferred to a position outside Local 2009's jurisdiction in order to be accommodated. The Union would maintain the right to represent the accommodated worker with respect to the accommodation.

G. General Considerations

The Employer is not required to create new or non-productive positions. However, undue hardship contemplates that employees entitled to accommodation may be less efficient, and there may be some financial consequence or other hardship to the Employer.

V. TEMPORARY ACCOMMODATION

- 1. Where employees are absent due to lengthy disability, maternity or other formal leave, their positions may be filled on a temporary basis by employees requiring accommodation.

2. Creation of a temporary vacancy to be filled by worker requiring accommodation for up to 60 days (extendable upon mutual agreement between union and employer)., Employees posting into such a position due to accommodation requirements would still be scheduled hours according to their seniority ranking and be subject to all provisions of the collective agreement according to her or his seniority.

Explanation: An accommodated worker would get the position, but would still be scheduled by seniority and not gain seniority rights over other bargaining unit employees for claim to hours, layoff, etc.

3. Employees may be reassigned to different jobs within their classification for up to 60 days in order to temporarily accommodate employees who are not eligible for wage loss benefits while a long term accommodation is arranged, provided there is not loss of hours, wages or benefits.

Upon mutual agreement of the employer and the union there may be an extension to the 60 days.

Explanation: This is a last resort only if all other methods of accommodation (work modification, bundling of tasks, creation of temporary vacancy and would be subject to all rules and provisions regarding "undue hardship". Seniority rights in terms of hours of work and layoff would apply to worker being accommodated and worker being temporarily reassigned).

VI RE-EVALUATION AND REVIEW

The Accommodation Committee will annually review specific accommodation arrangements to determine whether they remain appropriate.

The Accommodation Committee will also review general accommodation practices (including evolving legal responsibilities), and may make recommendations for amendments to this Protocol Policy.

VII DISPUTE RESOLUTION

1. The Accommodation Committee may engage outside consultants with specific expertise where there is a dispute over medical information, or where a dispute concerns modifications to occupational requirements, standards, rules or processes.
2. Any disagreements regarding an accommodation may be submitted to the grievance procedure.
3. The Accommodation Committee must investigate and attempt to resolve disputes before they are submitted to the Arbitration.
4. Where case remains irresolvable, UFCW and USW to agree to refer to (John Hall) for arbitration with costs split between Employer and Union.

VIII COMMUNICATION AND EDUCATION

1. The Accommodation Committee may by mutual agreement:
 - a) develop and implement workplace programs designed to ensure a broad understanding and acceptance of the accommodation process; and
 - b) establish and monitor communication and education.
2. Representatives on the Accommodation Committee will ensure that accommodation arrangements and other decisions are properly communicated "along the line" prior to implementation to all persons who may be affected.