

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**I.G. RETAIL ACCOUNTING SERVICE LTD.**

**AND**

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

**Duration of Agreement: January 1, 2016 – December 31, 2018**

**Ratified by Membership Vote: June 7, 2016**



## CONTENTS

Section 1 - BARGAINING AGENCY .....	1
Section 2 - UNION SHOP .....	1
Section 3 - DEDUCTION OF UNION DUES .....	2
Section 4 - JURISDICTION .....	2
Section 5 - BASIC WORKWEEK - STATUTORY HOLIDAYS, ETC. ....	2
Section 6 - WAGES .....	4
Section 7 - VACATIONS .....	6
Section 8 - HEALTH AND WELFARE PLAN .....	8
Section 9 - SICK LEAVE BENEFITS - FUNERAL LEAVE - MATERNITY LEAVE .....	11
Section 10 - DENTAL PLAN .....	12
Section 11 - UNITED FOOD & COMMERCIAL WORKERS INDUSTRY PENSION PLAN ....	12
Section 12 - NOTICE OR PAY IN LIEU OF NOTICE .....	14
Section 13 - SENIORITY .....	15
Section 14 - UNION'S RECOGNITION OF MANAGEMENT'S RIGHTS .....	16
Section 15 - GRIEVANCE PROCEDURE .....	16
Section 16 - BOARD OF ARBITRATION .....	17
Section 17 - MISCELLANEOUS .....	17
Section 18 - TIME OFF FOR UNION BUSINESS - OFFICE VISITS .....	19
Section 19 - EXPIRATION AND RENEWAL .....	19
LETTER OF UNDERSTANDING #1 .....	21

**MEMORANDUM OF AGREEMENT** made this 20th day of May, 2016.

**BY AND BETWEEN:** **I.G. RETAIL ACCOUNTING SERVICE LTD.**, a body corporate carrying on business in Burnaby, Province of British Columbia

(hereinafter referred to as the "EMPLOYER")

**AND:** **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518**, chartered by the United Food and Commercial Workers International Union, C.L.C.

(hereinafter referred to as the "UNION")

**WHEREAS:** The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them;

**NOW THEREFORE:** The Employer and the Union mutually agree as follows:

### **Section 1 - BARGAINING AGENCY**

---

The Employer recognizes the Union as the sole and exclusive collective bargaining Agency for all employees of I.G. Retail Accounting Service in the present office owned and operated by Wilson Administrative Services Ltd., in British Columbia, with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement.

### **Section 2 - UNION SHOP**

---

- (a) The Employer agrees to retain in his employ, within the Bargaining Unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said nonmembers, whether part- or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- (b) The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to union membership and outlining the provisions of Section 6(d) of this Agreement, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.

### **Section 3 - DEDUCTION OF UNION DUES**

---

- (a) The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. Initiation fees are to be removed from employee's paychecks on a biweekly basis of five dollars (\$5.00) until the full amount of fifty dollars (\$50.00) is paid. The Employer further agrees to automatically deduct union dues from the wages of all new employees. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any months shall be forwarded by the Employer to the Secretary Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the names of the employees for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four (4) week basis showing amount deducted each week, for what purpose and the total amount deducted during the month of four (4) week period, as well as the social insurance number of each employee for whom the deductions were made. The Employer shall show union dues deducted on behalf of each employee on the employee's T4 slip.

### **Section 4 - JURISDICTION**

---

The Employer agrees that all work presently being performed in the Bargaining Unit shall be performed by Union members, subject to Section 2 (a).

### **Section 5 - BASIC WORKWEEK - STATUTORY HOLIDAYS, ETC.**

---

The Employer reserves the right to schedule hours of office operation, employee hours of work, rest periods, lunch periods and overtime work, subject to the following provisions:

- (a) Basic Workweek: The basic workweek for full-time employees shall be thirty-six (36) hours, consisting of four (4) nine (9) hour days. The workweek shall be from Monday to Thursday or Tuesday to Friday, with the exception of the Payroll Department. The workweek for the Payroll Department shall be from Monday to Thursday. At the employee's option, the basic workweek may be five (5) days but shall not exceed thirty-six (36) hours.

Commencing with their fifth (5th) week of employment, full-time employees shall receive thirty-six (36) hours' pay at straight time rates, and shall work three (3) days, twenty-seven (27) hours in a week in which one (1) statutory holiday occurs; two (2) days, eighteen (18) hours in a week in which two (2) statutory holidays occur. Time worked in excess of twenty-seven (27) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one half (1½).

- (i) Pursuant to Section 5(a), Basic Workweek, of the Collective Agreement, employees may, if it is mutually agreeable between the employee and the Employer, work five (5) days in one (1) workweek (without overtime pay) and three (3) days in the following workweek.
- (ii) During the week in which the employee works three (3) days, the three (3) days of work are to be consecutive.

(iii) When an employee works the five (5) day week, the three (3) day week must be worked the following or preceding week.

(b) Statutory Holidays: The following days shall be considered statutory holidays:

- New Year's Day, Good Friday, Empire Day, Dominion Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all other public holidays proclaimed by the Dominion, Provincial or Municipal Governments.

Commencing with their fifth (5th) week of employment, employees shall receive the following statutory holiday pay:

- Average hours worked in four (4) weeks preceding week in which holiday occurs:
  - Eighteen (18) but less than twenty-seven (27)
    - Seven (7) hours' pay for each holiday
  - Twenty-seven (27) hours or more
    - Nine (9) hours' pay for each holiday

For purposes of determining statutory holiday pay entitlement for all employees, all paid time off and hours absent due to sickness or accident shall be counted as hours worked if the employee would have been scheduled to work such hours they were absent.

All work performed on a statutory holiday shall be paid for at the rate of time and one half (1½) the employee's rate of pay and, where so entitled, the employee shall also receive pay for the statutory holiday.

If an employee is eligible for pay for a statutory holiday while on Weekly Income benefits, Workers' Compensation or sick leave, it is understood and agreed that the maximum amount of pay that he or she will receive from such sources for any particular day shall not be more than one hundred percent (100%) of his or her normal daily pay.

(c) Posting of Schedules: The Employer shall post the weekly work schedule for all full-time employees not later than Friday, 6:00 p.m., for the following workweek. An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery or other instances of force majeure. In all other cases, at least twenty-four (24) hours' notice of any change must be given or four (4) additional hours' pay given in lieu of notice. It is understood that this clause does not apply to part-time or casual employees.

There shall be a daily starting time for each employee. Daily hours of work for employees shall be consecutive, with the exception of meal periods.

(d) Meal Periods: Meal periods shall be one half (½) hour unless a greater time, not to exceed one (1) hour, is mutually agreed upon. Meal periods shall be scheduled not later than the commencement of the employee's shift and normally will commence between the hours of 11:15 a.m. and 1:30 p.m. It is understood this schedule shall be inoperative under unusual circumstances.

- (e) Rest Periods: All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of four (4) hours but not more than six (6) hours shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or less than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.
- (f) Time Cards & Time Clocks: The Employer shall provide either a time clock or time sheet in order to enable employees to record their time for payroll purposes. Employees shall have the option of checking their time record at the end of each week.

Management agrees to assume its full responsibility in seeing that all employees are compensated for all time worked. Management personnel who deliberately violate this provision shall be disciplined by the Employer.

- (g) Overtime Pay: All time worked in excess of the basic workweek, as defined in Paragraphs (a) and (b), or the regular working day scheduled by the Employer, shall be paid at the rate of time and one half (1½) the regular rate. Compensating time off shall not be given in lieu of overtime pay. A part-time employee working on more than five (5) days in one (1) week shall be paid at the rate of time and one half (1½) for work performed on the sixth (6th) day.

If an employee is required to work more than one (1) hour but not more than two (2) hours overtime, he or she shall be given a fifteen (15) minute paid rest period. If overtime of more than two (2) hours is to be worked an employee will be given a one half (½) hour unpaid meal period and a meal allowance of four dollars (\$4.00). This provision applies to overtime in excess of a nine (9) hour day. It is understood that all overtime of less than four (4) hours shall be continuous with the end of the shift, with the exception of a meal period where one is given as defined above.

- (h) Saturday and Sunday Work: All work performed on a Saturday or Sunday, whether part of or in addition to an employee's regular workweek, shall be paid at double time.

Sunday shall be considered as the first day of the workweek for purposes of this Collective Agreement.

- (i) Work Loads: There shall be a fair distribution of the work load in the office. If employees are assigned an unreasonable amount of work in respect to that assigned to other employees, this may be referred to Section 15 of this Agreement.

## **Section 6 - WAGES**

---

- (a) The Employer agrees to pay all persons covered by the terms of this Agreement not less than the following schedule of wages during such time as this Agreement is in force, effective on dates as shown, and provided that if an employee is receiving a wage rate or premium rate in excess of the rates herein contained, such wage rate or premium rate shall not be reduced by reason of the signing of this Agreement.

There shall be a regular biweekly pay day and each employee shall be provided with a statement of earnings and deductions for the pay period covered.

## WAGES

---

There will be no loss or reduction of hours to existing employees with the introduction of new classifications and new start rates.

Casual employees may be paid ten percent (10%) less than the starting rate.

### **Categories I and II – Rates of Pay (Payroll/Accounts Payable)**

	Jan. 1, 2015	Jan. 1, 2016	Jan. 1, 2017	Jan. 1, 2018
First 6 months	\$15.60	\$15.60	\$15.60	\$15.60
Second 6 months	\$16.40	\$16.40	\$16.40	\$16.40
Over 12 months	\$17.20	\$17.20	\$17.20	\$17.20
Over 18 months	\$18.00	\$18.00	\$18.00	\$18.00
Over 24 months	\$18.80	\$18.80	\$18.80	\$18.80
Over 30 months	\$19.60	\$19.60	\$19.60	\$19.60
Over 36 months	\$20.85	<b>\$21.15</b>	<b>\$21.45</b>	<b>\$21.75</b>

### **Category III – Rates of Pay (Junior Position)**

	Jan. 1, 2015	Jan. 1, 2016	Jan. 1, 2017	Jan. 1, 2018
First 6 months	\$13.20	\$13.55	\$13.90	\$14.25
Second 6 months	\$13.80	\$14.15	\$14.50	\$14.85
Over 12 months	\$14.40	\$14.75	\$15.10	\$15.45
Over 18 months	\$15.00	\$15.35	\$15.70	\$16.05
Over 24 months	<b>\$15.15</b>	<b>\$15.50</b>	<b>\$15.85</b>	<b>\$16.20</b>
Over 30 months	<b>\$15.60</b>	<b>\$15.95</b>	<b>\$16.30</b>	<b>\$16.65</b>
Over 36 months	\$16.00	\$16.35	\$16.70	\$17.05

- (b) Employees working in a higher classification shall receive the higher rate of pay for all time worked in the higher classification. Employees temporarily working in a lower classification shall receive their regular rate for all time worked in the lower classification. Employees permanently transferring to a lower classification shall receive the rate for that classification.

- (c) All employees shall be paid their regular hourly rate for each hour worked, except where employed for less than four (4) consecutive hours per day, in which event they shall receive a minimum of four (4) hours pay. An employee who is called for work and upon reporting finds that his or her services are not required, shall receive two (2) hours pay.

For the purpose of computing rates of pay for part-time employees, one hundred sixty-four (164) hours shall mean one (1) month of service.

- (d) All employees shall be classified according to previous comparable experience within thirty (30) days of employment.
- (e) Witness Pay and Jury Duty Pay: An employee summoned to Jury Duty or subpoenaed as a witness shall be paid wages amounting to the difference between the amount paid them for such services and the amount they would have earned had they worked on such days. Employees called under this section 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 the office in one (1) day shall not exceed nine (9) hours for purposes of establishing the basic work day. Any time worked in the office in excess of the combined total of nine (9) hours shall be considered overtime and paid as such under the contract.

- (f) Staff Meetings: Staff meetings, whether in the office or off the premises, shall be considered as time worked and paid for accordingly, except dinner meetings at which the attendance is voluntary. Such dinner meetings in excess of three (3) during each contract year shall be considered as time worked and paid for accordingly.
- (g) 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.
- (h) Equal Pay for Equal Work: The Employer shall not discriminate between male and female employees by paying a female employee at a rate of pay less than the rate of pay paid to a male employee for the same work performed in the same establishment.

A difference in the rate of pay between a female and a male employee based on any factor other than sex does not constitute a failure to comply with this provision.

## **Section 7 - VACATIONS**

---

- (a) The following vacation schedule shall apply:

Vacations shall be scheduled by mutual agreement but an employee with more than one (1) year of service can take a minimum of two (2) consecutive weeks of vacation at one time.

Employees with one (1) year of service but less than three (3) consecutive "years of service" shall receive two (2) weeks' vacation with pay annually.



Employees with three (3) or more consecutive "years of service" shall receive three (3) weeks vacation with pay annually.

Employees with eight (8) or more consecutive "years of service" shall receive four (4) weeks vacation with pay annually.

Employees with thirteen (13) or more consecutive "years of service" shall receive five (5) weeks vacation with pay annually.

Employees with eighteen (18) or more consecutive "years of service" shall receive six (6) weeks vacation with pay annually.

Employees with twenty-three (23) or more consecutive "years of service" shall receive seven (7) weeks vacation with pay annually.

For the purposes of vacation allowance, a full-time employee means an employee who has completed one (1) calendar year's continuous service with the Employer comprising not less than one hundred eighty (180) days of actual work.

- (b) When a statutory holiday occurs during an employee's vacation an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had he been working. Where an employee receives three (3) or more weeks vacation with pay and a statutory holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the Employer, an extra day's vacation with pay will interfere with vacation schedules or hamper operations.
- (c) All time lost because of sickness or accident shall be considered as time worked for purposes of determining the vacation allowance to which a regular full-time employee is entitled.
- (d) Employees terminating their employment shall receive payment for vacation allowance in an amount equal to four percent (4%) of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid.

However, employees entitled to three (3) weeks' vacation under the provisions of Section 7, Subsection (a), of this Agreement shall, upon termination of employment, receive an amount equal to six percent (6%) of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid, providing that employees entitled to three (3) weeks vacation give two (2) weeks' notice in writing to the Employer when voluntarily terminating their employment.

Employees entitled to four (4) weeks' vacation under the provisions of Section 7, Subsection (a), of this Agreement shall, upon termination of employment, receive an amount equal to eight percent (8%) of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid, providing that employees entitled to four (4) weeks' vacation give two (2) weeks' notice in writing to the Employer when voluntarily terminating their employment.

Employees entitled to five (5) weeks' vacation under the provisions of Section 7, Subsection (a), of this Agreement shall, upon termination of employment, receive an amount equal to ten percent (10%) of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid, providing that employees entitled

to five (5) weeks' vacation give two (2) weeks' notice in writing to the Employer when voluntarily terminating their employment.

Employees entitled to six (6) weeks' vacation under the provisions of Section 7, Subsection (a), of this Agreement shall, upon termination of employment, receive an amount equal to twelve percent (12%) of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid, providing that employees entitled to six (6) weeks' vacation give two (2) weeks' notice in writing to the Employer when voluntarily terminating their employment.

Employees entitled to seven (7) weeks' vacation under the provisions of Section 7, Subsection (a), of this Agreement shall, upon termination of employment, receive an amount equal to fourteen percent (14%) of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid, providing that employees entitled to seven (7) weeks' vacation give two (2) weeks' notice in writing to the Employer when voluntarily terminating their employment.

- (e) Where an employee has worked throughout a calendar year for the same Employer but for less than one hundred eighty (180) days of that calendar year, so that he has not earned an annual holiday, and where his employment with that Employer has not terminated, the Employer shall, in lieu of an annual holiday, pay to the employee, notwithstanding that he has not earned an annual vacation, an amount equal to four percent (4%) of the employee's total wages and salary earned from that Employer during the calendar year.

The pay to which an employee is entitled pursuant to this Subsection shall be paid to the employee within thirty (30) days after the completion of the calendar year.

- (f) Part-time employees who have worked less than two hundred (200) days in the previous year but who have worked an average of twenty-four (24) or more hours per week, shall be entitled to two (2) weeks' vacation without pay. It is understood that such employees must advise the Employer by February 1st if they want vacations that year. The time of vacation is to be mutually agreed upon.
- (g) Vacation pay entitlement for employees working less than full-time will be based on cumulative hours of service. For purposes of establishing the entitlement, one thousand eight hundred (1,800) hours will be considered the equivalent of one (1) year's service.

For example, if an employee accumulates five thousand four hundred (5,400) hours, he or she would be entitled to three (3) weeks' vacation and six percent (6%) vacation pay.

- (h) Vacation Scheduling: Vacation schedules, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer, and provided that two (2) months' notice has been given, seniority shall apply in preference for vacations within the office.

## **Section 8 - HEALTH AND WELFARE PLAN**

---

The Employer shall make available the following or similar benefits as mutually agreed between the Employer and the Union to eligible regular full-time employees (as defined below).

The cost of the benefits under Subsections (a), (b) and (c) below shall be paid one hundred percent (100%) by the Employer.

An eligible full-time employee shall be one who has three (3) consecutive months current employment at the effective date of the plan.

A regular full-time employee who does not have three (3) months current consecutive full-time service at the effective date of the plan, or a new employee, shall be eligible the day following the date their current consecutive full-time service reaches three (3) months.

A regular full-time employee reduced to part-time shall continue to be eligible to participate in the plan. Full-time employees reducing to below twenty-seven (27) hours per week shall receive proportionate Weekly Indemnity benefits.

Employees shall return completed enrollment forms as soon as possible. The Employer will only offer benefits after first eligibility test is met. If refused at that time by the employee, further testing is not required. If an employee later wants coverage, it is his or her responsibility to make application to the Employer. If he or she is eligible for coverage, the same rules regarding late enrollment as apply to full-time staff may be imposed.

The Employer shall also make available the benefits to employees (except students) who work an average of twenty-seven (27) hours per week for a period of six (6) consecutive months. Such employees shall receive the same benefits as set out for full-time employees in this section of the Agreement. The employee must fail to meet the above hour requirement for a period of six (6) consecutive months from the time he or she first fails to meet it before they are disqualified.

New employees from date of ratification of the January 1, 1993 to December 31, 1994 Collective Agreement will cost share at 75/25% the premiums of the Health and Welfare Plan.

New employees who are covered by the B.C. Medical Services Plan at the date of their employment can elect to maintain their continuity of coverage to be paid as defined above.

Enrollment of group benefits shall be compulsory at the option of the Employer. The Employer, at his option, may require all enrollment cards to be signed within three (3) months from the date that regular full-time employment commenced.

If, under exceptional circumstances, an employee does not sign an enrollment card within three (3) months of employment, he or she may be allowed a further month of grace at the option of the Employer. A period of grace longer than one (1) month may be allowed by the Employer, but in such cases a medical examination at the employee's own expense shall be compulsory and a three (3) month penalty period may be imposed.

(a) Medical Benefits: The B.C. Medical Services Plan.

Dependent coverage shall be available under the Medical Plan. Female employees may elect to have their husbands and children covered under the above plans unless the husband is already covered separately.

(b) Eyeglass, Drug and Hearing Aid Plan: A plan will be established providing the following benefits to full-time employees and employees (except students) who work an average of

twenty-seven (27) hours per week for a period of three (3) consecutive months (as set out in this Section):

- (1) Prepaid Drug Plan with no deductible.
  - (2) Eyeglasses, lenses and frames, to a maximum of one hundred dollars (\$100.00) per year per person.
  - (3) Hearing aids to a maximum of three hundred fifty dollars (\$350.00) per person once every four (4) years.
- (c) Eye Exams: Employer to provide coverage for one eye exam in a twenty-four (24) month period, with \$25.00 deductible to be paid by employee.
- (d) Group Insurance and Weekly Indemnity Benefits: Weekly Indemnity benefits shall be paid commencing on:
- (1) The first (1st) day of hospitalization due to nonoccupational accident or sickness, or
  - (2) The fourth (4th) day of absence due to sickness or nonoccupational accident with a twenty-six (26) week benefit period.
  - (3) The benefits provided by the Weekly Indemnity plan shall be seventy-five percent (75%) of the employee's normal wages.
  - (4) Group life insurance in the amount of fifteen thousand dollars (\$15,000.00) shall be provided to all eligible employees.

It is understood that pregnancy and disabilities resulting from pregnancy are not covered by Weekly Indemnity benefits under this Section.

Upon recuperation from an accident or illness, an employee will give the Employer as much notice as possible of his or her intention to return to work.

If an employee cannot work due to illness and his Weekly Indemnity is about to lapse, he or she may have continued coverage of life insurance by paying the full premium.

It is understood all employees' dependents shall be covered by the above welfare plan. Eligible dependents shall be wife, husband, and a covered employee's unmarried children under the age of twenty-one (21), or under the age of twenty-five (25) while attending an educational institution provided such person is still dependent on the employee.

- (e) Long-Term Disability Plan: The Employer has agreed to establish a L.T.D. Plan for full-time employees and employees (except students) who work an average of twenty-seven (27) hours per week for three (3) consecutive months (as set out in this Section).

The Plan will provide fifty percent (50%) of salary and will activate when either W.I. or W.C.B. benefits are exhausted. Effective March 28, 1982, the Plan will provide for sixty percent (60%) of salary.

## **Section 9 - SICK LEAVE BENEFITS - FUNERAL LEAVE - MATERNITY LEAVE**

---

- (a) Regular full-time employees shall accumulate credits at the rate of four and one half (4½) hours for each full month of employment, up to a maximum of two hundred seventy (270) hours credit. Credits shall commence to accumulate from date of full-time employment but can only be applied after completion of a three (3) month full-time employment eligibility period.

All paid time off such as statutory holidays, vacations, sickness, Accumulated Time Off, etc., will be counted for purposes of determining a full month of employment.

The Employer shall apply any accumulated sick leave to absences due to sickness or noncompensable accident not covered by Insured Weekly Indemnity benefits (or similar benefits), and may supplement Weekly Indemnity benefits (or similar benefits) but not to exceed the employee's normal earnings.

A regular full-time employee, having accumulated sick leave benefits and who is reduced to part-time, will be paid sick leave to the extent of such accumulation for actual time off the job, due to illness, not covered by Weekly Indemnity. Employees, if found abusing this privilege, shall be disciplined by the Employer. In such cases, the Employer may discontinue or reduce the benefit of the employee, or terminate the employee.

After absence due to illness or injury, the employee must be returned to his or her job when capable of performing his or her duties.

- (b) 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 regular hourly rate of pay and what he 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 regular hourly rate of pay and what he receives from the Workers' Compensation Board for a period of up to thirteen (13) weeks from the first (1st) day of absence due to injury on the job.
- (c) Funeral Leave: 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, grandmother, grandfather, grandchild 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) week leave of absence with pay. It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks.

Time off due to the death of a member of an employee's family must be taken at the time of the bereavement.

- (d) Maternity Leave: An employee who is pregnant shall be given Leave of Absence without loss of seniority or other privileges for eleven (11) weeks prior to the delivery until six (6) weeks

after delivery. The employee may choose to delay the commencement of her Maternity 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 eighteen (18) weeks of Maternity Leave. Benefit coverage for this period shall be according to the Employment Standards Act (18 weeks).

An employee may request a further additional Leave of Absence for a specified period of time not to exceed thirty-four (34) weeks. All such requests must be submitted in writing at least two (2) weeks prior to their return to work date. The request must specify the length of the extension and the revised date the employee will be available to return to work. The length of the extension can be modified by mutual consent. Employees will not accrue any benefits (except as specified for the eighteen (18) weeks under the Employment Standards Act) while they are on an extension of Maternity Leave.

In addition to the Maternity Leave set out above, such Leave prior to delivery may be extended by the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work.

By request in writing, Maternity Leave of up to six (6) weeks will be granted on the adoption of preschool children. This may be extended by mutual agreement for an additional Leave of Absence not to exceed twelve (12) weeks.

Prior to the commencement of any Leave of Absence (extension), 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.

## **Section 10 - DENTAL PLAN**

---

The Employer shall implement a dental plan with the same benefits as the **United Food & Commercial Workers** Dental Plan, to be effective July 1, 1976. The full premiums of this dental plan shall be paid by the Employer.

## **Section 11 - UNITED FOOD & COMMERCIAL WORKERS INDUSTRY PENSION PLAN**

---

An extra thirty-five cents (\$.35) per hour over duration of Collective Bargaining Plus existing fifty-three cents (\$.53) for a total of eighty-eight cents (\$.88) per hour into Pension Plan as follows:

January 1, 1993:	ten cents (10¢) per hour
January 1, 1994:	ten cents (10¢) per hour
January 1, 1995:	fifteen cents (15¢) per hour

Not to exceed five dollars and four cents (\$5.04) per day; twenty-five dollars and twenty cents (\$25.20) per week, on behalf of each employee covered by this Agreement. Effective January 1, 1994 increase to five dollars and eighty-four cents (\$5.84) per day and twenty-nine dollars and twenty cents (\$29.20) per week. Effective January 1, 1995 increase to seven dollars and four cents (\$7.04) per day and thirty-five dollars and twenty cents (\$35.20) per week.

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 rate of

seven percent (7%) per annum from the last day of the period. Each contribution period shall comprise not less than four (4) nor more than five (5) weeks.

The Employer and the Union agree to the original method of selection of Employer and Union Trustees to administer the plan. It is agreed that the terms of the plan and its administration shall be entirely the responsibility of these original Trustees or their valid replacements, provided that the plan is administered consistently with this Collective Agreement, subject to any applicable government law or regulation and with the intention of meeting all of the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the Employer and the Union agree to be bound by the actions taken by the Employer and Union Trustees under the plan.

I. (a) The Employer will continue its participation in the United Food and Commercial Workers Union Pension Plan and Trust Fund (hereinafter referred to as the Plan and/or Trust, as applicable) on the following terms and conditions:

- (i) The Employer agrees to be bound by all of the terms, conditions and provisions of the Agreement and Declaration of Trust under which the Plan and Trust is established and to carry out all of the duties and responsibilities of an employer under such Agreement and Declaration of Trust including, as appropriate, naming or participating in the naming of Employer Trustees and Employer representatives on a Retirement Committee as provided for under the Plan and Trust.
- (ii) Commencing with the first day of employment of each Participating Employee and for the duration of the Collective Agreement between the Union and the Employer, and any renewals or extensions thereof, or until otherwise changed through collective bargaining or mutual agreement by the Union and the Employer, it is agreed that the following contributions shall be made to the Plan and Trust:

*Pay period* shall mean the weekly period from Sunday through Saturday used by the Employer for paying Earnings to Participating Employees.

*Earnings* shall mean the total compensation paid to a Participating Employee and recorded as earnings (excluding taxable benefits) on the T-4 (or similar tax reporting form should this designation by Revenue Canada be changed in the future) provided to the Participating Employee each year.

- (b) (i) The Employer agrees to contribute eighty-eight cents (88¢) for the duration of the Collective Bargaining Agreement not to exceed thirty-five dollars and twenty cents (\$35.20) per week.
- (ii) Effective January 1, 2003: The Employer agrees to contribute an additional thirty-five cents (35¢) per hour over the duration of the Collective Bargaining Agreement for a total of one dollar and twenty-three cents (\$1.23) per hour not to exceed forty-four dollars and twenty-eight cents (\$44.28) per week.
- (iii) **Effective Sunday After Ratification 2016: The Employer agrees to contribute an additional twelve cents (\$0.12) per hour for a total of one dollar and thirty five cents (\$1.35) per hour not to exceed fifty-four dollars (\$54.00) per week.**

- (c) Employer contributions, along with a list of the Participating Employees for whom they have been made, shall be forwarded by the Employer to the Trust Company or other financial institution designated by the Trustees of the Plan to receive these and shall do so not later than twenty-one (21) days after the close of each of the Employer's four (4) or five (5) week accounting periods. These listings shall be prepared in alphabetical order and shall show for each Participating Employee:
1. Their Earnings
  2. The Employer contribution made in respect of the Participating Employee
  3. The date they became an Employee and their date of birth if they first became a Participating Employee in the Employer's four (4) or five (5) week accounting period
  4. The date they ceased to be an Employee and the reason for cessation if they are no longer a Participating Employee at the end the Employer's four (4) or five (5) week accounting period.
  5. Hours worked in the accounting period.

## II. General

It is agreed and understood that the Plan and Trust shall not require the Employer to guarantee the benefits or assure its solvency.

- (i) The Employer agrees to participate under the Trust Agreement, which governs the Plan and Trust, and carry out the duties and obligations of an Employer thereunder including the completion of forms and provision of such information as the Trustees and the Plan Administrator requires from time to time in the Administration and operation of the Plan.
- (ii) The Plan and Trust is and will continue to be registered under the *Income Tax Act* and the B.C. *Pension Benefits Standards Act*.

No contributions will be made to the Pension Plan for employees who have attained the age of 65.

## **Section 12 - 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.

More than two (2) years continuous service, one (1) week's notice in writing or one (1) week's wages in lieu thereof for every year of full-time service to a maximum of eight (8) weeks.



- (b) This Section shall not invalidate an employee's right to process his or her termination and to be reinstated as set out in Section 15, providing the employee has been employed by the Employer thirty (30) calendar days or more.
- (c) Full-time employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time, unless terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave except where the employee has a bona fide reason for such absence.
- (d) A copy of 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.

### **Section 13 - SENIORITY**

---

- (a) The Employer shall recognize the principle of seniority in cases of layoffs and rehire, subject to the employee having the ability to perform the work required. Employees laid off shall be recalled to work in order of length of service, provided no more than six (6) months have elapsed since the last day worked by the employee.
- (b) Employees working in a lower category shall be given the first opportunity to perform work when vacancies occur in a higher category, provided the employee has the ability to perform the work. This provision shall not apply to the Supervisory Categories set out in the Collective Agreement.
- (c) Seniority shall mean length of continuous service with the Employer.
- (d) Part-time employees shall be offered hours of work when vacancies occur, provided they have the ability to perform the work.
- (e) Where there are reductions in staff in departments of the office, employees affected by such reduction shall be given a reasonable opportunity to adapt to the work in other departments in order to enable them to exercise their seniority.

It is understood the foregoing applies only to employees on the top progression rate and that they may be reduced to the six (6) month experience category if their lack of experience in the new position justifies such action.

- (f) Job Postings: When job vacancies occur in the office, the job shall be posted for five (5) working days. The job shall be filled according to seniority and ability of the applicant and the name of the successful applicant shall be posted. If there is no applicant from within the Bargaining Unit, the Employer shall be free to hire from the open job market. It shall also be the responsibility of the Employer to see that the successful applicant is trained in all facets of the new position.

If, after a thirty (30) day trial period, either the Employer or the employee feel that the applicant is not suited for the new position, the applicant shall have the right to return to his or her original position.

## **Section 14 - UNION'S RECOGNITION OF MANAGEMENT'S RIGHTS**

---

The Union agrees that the management of the company, including the right to plan, direct and control office operations, the direction of the working force and the termination of employees for proper cause, are the sole rights and functions of the Employer. During the first ninety (90) calendar days of employment, each new employee shall be on probation. Where the Employer and the Union mutually agree, an employee's probationary period may be extended for an additional ninety (90) calendar days. The decision whether to retain or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Sections 15 and 16 of this Agreement. It is agreed that the probationary period will not apply if it can be shown that an employee has been terminated for any lawful union activity as set forth in Section 17(i) of this Agreement. Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of management, subject, however, to discharge of employees on grounds of alleged incompetency being processed under Sections 15 and 16 of this Collective Agreement, providing that such employees have been employed by the Employer ninety (90) calendar days or more. The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

The exercise of the foregoing shall not alter any of the specific provisions of this Agreement.

## **Section 15 - GRIEVANCE PROCEDURE**

---

- (a) Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance.

Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union Representative or Representatives and the Employer representative or representatives shall meet and in good faith shall earnestly endeavour to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 16 of this Agreement.

- (b) Grievances involving the dismissal or layoff of an employee must be submitted to the Employer within ten (10) working days from the date of dismissal or layoff or be waived by the aggrieved party, provided notice has been given as required under Section 12 (d).
- (c) Any employee alleging wrongful dismissal may place his allegation before the Union Representative and, if the Union Representative considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement.
- (d) The Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union.

- (e) If any grievance has not been disposed of within thirty (30) days of the time it was submitted, both parties must meet within the next five (5) working days to discuss disposition of the relative grievance. It is understood that the foregoing in no way inhibits either party from referring the grievance to arbitration if the requirements of the grievance procedure have been complied with.

## **Section 16 - BOARD OF ARBITRATION**

---

- (a) The Board of Arbitration shall be composed of three (3) members and shall be established as follows: (The parties may, by mutual consent, agree upon a single arbitrator.):

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Employer and the Union shall each select a representative to serve on the Board of Arbitration. The representative of the Employer and the representative of the Union shall, within five (5) days (excluding Sundays and holidays) after they have both been selected, choose an additional member to act as Chairperson. In the event of failure of the nominees of the Union and the Employer to agree upon a Chairperson within the five (5) day period specified, the Minister of Labour of British Columbia shall be immediately requested to name a third member who shall act as Chairperson of the Board of Arbitration.

Within five (5) days of the appointment of the impartial Chairperson, the Board of Arbitration shall sit to consider the matter in dispute and shall render a decision within fourteen (14) days after its first session. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.

No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitration Board shall be in writing and shall clearly specify the nature of the issue.

In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the impartial Chairperson shall be borne equally by the Employer and the Union unless otherwise provided by law.

The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties. A decision of a majority of the Board of Arbitration shall be deemed to be a decision of the Board.

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

## **Section 17 - MISCELLANEOUS**

---

- (a) Maintenance of Adequate Heating Facilities: The Employer agrees to maintain adequate heating facilities at his place of business.

- (b) Union Decal: The Employer agrees to display the official Union decal of the United Food & Commercial Workers International Union in a location where it can be seen by customers.
- (c) Maintenance of Benefits: The Employer agrees that all benefits in effect as of the date of certification shall continue to be implemented by the Employer.
- (d) Tools and Equipment: All tools and equipment which are required to be used by the employees shall be supplied and kept in repair by the Employer at no cost to the employee. These items must be kept on the premises.
- (e) Charitable Donations: Employee donations to charity funds shall be on a strictly voluntary basis.
- (f) Time Off to Vote: The Employer agrees that he will fully comply with any law requiring that employees be given time off to vote.
- (g) Polygraph Tests: The Employer agrees that polygraph or similar lie detector tests will not be used.
- (h) Information: Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Employer agrees to co-operate to supply such information back to a period of two (2) years or such longer time as may be required to establish his or her proper rate of pay.

In any grievance regarding hours worked by an employee and the amount paid to an employee, the Employer shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the grievance procedure shall apply.

The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

- (i) 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 no 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 position to maintain the proper operation of the office.

- (j) Picket Lines: The Employer agrees that in the event of a legal picket line of another trade union being in existence at any of the Employer's places of business, the Employer will in no way require or force members to report to work behind such a picket line. Nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at his or her place of work.

- (k) Paid vacations and statutory holidays shall be considered as time worked for all purposes of the Collective Agreement.

### **Section 18 - TIME OFF FOR UNION BUSINESS - OFFICE VISITS**

---

- (a) The Employer agrees that employees chosen to attend to union business in connection with conventions, conferences, seminars or Union negotiations, shall be given time off up to seven (7) days according to the following formula:

- Up to one hundred (100) employees in the Bargaining Unit
- one (1) employee

The Union shall notify the Employer at least one (1) week in advance of the commencement of all such leaves of absence.

The Employer will bill the Union and the Union will reimburse the Employer for wages paid to the employee and contributions made on the employee's behalf during such absence.

- (b) Office Visits of Union Representatives: Duly authorized full-time Representatives of the Union shall be entitled to visit the office for the purpose of observing working conditions, interviewing members and unsigned employees and to ensure that the terms of the Collective Agreement are being implemented.

The interview of an employee by a Union Representative shall be permitted after notifying the office manager and shall be:

- (1) Carried on in a place in the plant designated by management.
- (2) Held whenever possible during the lunch period. However, if this is not practical,
- (3) During regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on company time unless with the approval of management.

Union Representatives shall be permitted to review the Hours of Work Schedule and in the event of any discrepancies they shall be presented under Section 15 of this Agreement.

### **Section 19 - EXPIRATION AND RENEWAL**

---

This Agreement shall be for the period from and including January 1, 2016, to and including December 31, 2018, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding December 31, 2018, or any subsequent anniversary date thereafter to:

- (a) terminate this Agreement, in writing, effective December 31, 2018, or any subsequent anniversary thereof,
- (b) require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:


- (1) The Union gives notice of strike in compliance with the Labour Code of British Columbia, or
- (2) The Employer gives notice of lockout in compliance with the Labour Code of British Columbia.

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

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ JUNE \_\_\_\_\_, 2016 .

**FOR THE UNION**

**FOR THE EMPLOYER**



---

Ivan Limpright  
President

---

Eric Wilson  
Owner/Operator

**LETTER OF UNDERSTANDING #1**

---

**Re: Eleanore Matias**

Eleanore Matias will have her current off-scale rate of pay (\$20.00 per hour) red circled.

Ms. Matias will receive an annual, off-scale wage increase of \$0.30 per hour on January 1, 2016, 2017, and 2018.

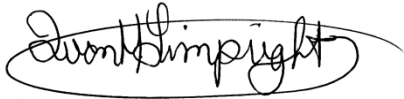
Retroactivity will be paid on all hours worked retroactive to January 1, 2016.

This LOA does not preclude or prevent Eleanore Matias from promotion to any higher rate categories in the future.

SIGNED THIS \_\_\_\_\_ DAY OF     JUNE    ,   2016  .

**FOR THE UNION**

**FOR THE EMPLOYER**



---

Ivan Limpricht  
President

---

Eric Wilson  
Owner/Operator

## INDEX

### **A**

Accounts Payable.....	5
Accumulated Sick Leave.....	11

### **B**

Bargaining Unit.....	1, 2
Basic Workweek.....	2

### **C**

Casual Employees.....	5
Charitable Donations.....	18

### **D**

Dental Plan.....	12
------------------	----

### **E**

Equal Pay For Equal Work.....	6
Eye Exams.....	10
Eyeglass, Drug And Hearing Aid Plan.....	9

### **F**

Funeral Leave.....	11
--------------------	----

### **G**

Group Insurance.....	10
----------------------	----

### **I**

Information.....	18
Intimidation.....	18

### **J**

Job Postings.....	15
Junior Position.....	5
Jury Duty Pay.....	6

### **L**

Leave Of Absence.....	11
Leave Of Absence.....	11, 12
Long-Term Disability Plan.....	10

### **M**

Maintenance Of Adequate Heating Facilities.....	17
Maintenance Of Benefits.....	18
Maternity Leave.....	11
Meal Periods.....	3
Medical Benefits.....	9

### **O**

Office Visits Of Union Representatives.....	19
Overtime Pay.....	4

### **P**

Paid Vacations.....	19
Payroll.....	5
Pension Plan.....	12
Physical Examinations.....	6
Picket Lines.....	18
Polygraph Tests.....	18
Posting Of Schedules.....	3

### **R**

Rest Periods.....	4
-------------------	---

### **S**

Saturday And Sunday Work.....	4
Seniority.....	8, 11, 15
Staff Meetings.....	6
Statutory Holiday.....	7
Statutory Holidays.....	19
Statutory Holidays.....	3

### **T**

Time Cards & Time Clocks.....	4
Time Off To Vote.....	18
Time Worked.....	19
Tools And Equipment.....	18
Trust Agreement.....	14

### **U**

Union Decal.....	18
Union Dues.....	2
Union Membership.....	1
United Food And Commercial Workers Union Pension Plan And Trust Fund.....	13

### **V**

Vacation Schedule.....	6
Vacation Scheduling.....	8
Vacations.....	6

### **W**

Wages.....	5
Weekly Indemnity Benefits.....	10
Witness Pay.....	6
Work Loads.....	4