

# COLLECTIVE AGREEMENT

BETWEEN

UNITED FOOD & COMMERCIAL WORKERS  
UNION,  
LOCAL 1518

AND  
BUY-LOW FOODS LTD.

Duration of Agreement:

May 18, 2012 – May 17, 2017

# Contents

- Article 1 - HARMONIOUS RELATIONSHIP ..... 1
- Article 2 - BARGAINING AGENCY ..... 1
  - 2.02 Union Shop .....1
  - 2.03 Deduction of Union Dues.....2
- Article 3 - JURISDICTION..... 2
- Article 4 - BASIC WORK WEEK ..... 2
  - 4.02 Premiums: .....4
  - 4.03 Lunch and Rest Breaks.....4
  - 4.04 Time and Attendance .....5
  - 4.05 Overtime Pay .....5
- Article 5 - CLASSIFICATION ..... 5
- Article 6 - WAGES ..... 5
  - 6.02 Wage Schedule.....6
  - 6.03 Night Scheduling.....6
  - 6.04 Jury and Witness Duty .....7
  - 6.05 Staff Meetings .....7
  - 6.06 Physical Examinations .....7
  - 6.07 Equal Pay for Equal Work .....7
  - 6.08 New Job Classifications .....7
- Article 7 - VACATIONS..... 8
- Article 8 - HEALTH & WELFARE PLAN ..... 9
  - 8.02 Summary of Coverage.....10
    - a) Group Life Insurance: .....10
    - b) B.C. Medical (MSP): .....10
    - c) Extended Healthcare Benefits: .....10
    - d) Dental Benefits:.....10
    - e) Short-Term Disability Benefits: .....10
    - f) Long-Term Disability Benefits: .....11
    - g) Retirement Savings Plan: .....11
- Article 9 - LEAVES OF ABSENCE ..... 12
  - 9.01 Sick Leave.....12
  - 9.02 Funeral Leave.....12
  - 9.03 Maternity Leave .....12
  - 9.04 Parental Leave.....12
  - 9.05 Other Leaves .....12
- Article 10 - NOTICE OR PAY IN LIEU OF NOTICE ..... 13

Article 11 - TECHNOLOGICAL CHANGE .....	14
11.01 a) Notice.....	14
Article 12 - SENIORITY .....	15
12.01 Seniority List.....	15
12.02 Definition .....	15
12.03 Layoff and Recall.....	15
12.04 Full-Time Employee .....	16
12.05 Part-Time Employees.....	16
12.06 Vacancies & Job Postings .....	16
Article 13 - MANAGEMENT RIGHTS .....	17
Article 14 - GRIEVANCE PROCEDURE.....	17
Article 15 - BOARD OF ARBITRATION .....	18
Article 16 - TIME OFF FOR UNION BUSINESS .....	19
16.02 Visits of Union Representative .....	19
Article 17 - MISCELLANEOUS .....	19
17.01 Wearing Apparel.....	19
17.02 Charitable Donations.....	20
17.03 Time off to Vote.....	20
17.04 Polygraph Tests.....	20
17.05 Intimidation .....	20
17.06 Bulletin Board.....	20
17.07 Picket Lines.....	20
17.08 Employee Policy Handbook.....	20
17.09 Safety Committee.....	20
17.10 First-Aid Person .....	20
17.11 Shop Steward .....	21
17.12 Discipline Letters .....	21
17.13 <i>Employment Standards Act</i> .....	21
Article 18 - HEALTH, SAFETY & EDUCATION FUND .....	21
Article 19 - EXPIRATION AND RENEWAL .....	21

MEMORANDUM OF AGREEMENT made this 25<sup>th</sup> day of November , 2012.

## Collective Agreement

Between:

Buy-Low Foods Ltd., carrying on business in the province of British Columbia

*(hereinafter referred to as "The Employer")*

And:

United Food & Commercial Workers International Union, Local 1518, C.L.C.

*(hereinafter referred to as "The Union")*

### **Article 1 - HARMONIOUS RELATIONSHIP**

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1.01 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 agree as follows:

### **Article 2 - BARGAINING AGENCY**

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2.01 The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for employees employed in warehousing at its location at 19580 Telegraph Trail, Surrey and 19676 Telegraph Trail, Langley, British Columbia.

Exclusions: Managers, supervisors (those responsible for direction of work and performance) and office staff are specifically excluded from the bargaining unit and are not covered by this agreement.

2.02 Union Shop

- a) The Employer agrees to retain in its employ, within the bargaining unit as outlined in Article 2.01, 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 non-members, whether part-time 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. As part of the orientation process the Employer will introduce new employees to their Shop Steward.

- b) The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his/her responsibility in regard to union membership, 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.

#### 2.03 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. 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 month 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 or four-week period.
- b) The Employer agrees to show the amount of union dues paid on employee T-4 slips.

### **Article 3 - JURISDICTION**

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- 3.01 All work covered by this Agreement shall be performed only by employees of the Employer who are members of the Union, with the exception of managers and supervisors.

Full-time employees assigned for the day to perform the duties of the positions: Receiver; Shipper; Stock/Quality Control; Repack Coordinator, or; Transport Coordinator will not be reassigned to other duties in order that supervisors or manager may carry out the duties to which they were scheduled for the day.

### **Article 4 - BASIC WORK WEEK**

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- 4.01 The Employer reserves the right to schedule hours of operation, employee hours of work, rest periods, lunch periods and overtime work, subject to the following provisions:
- a) The basic work week for full-time employees shall be forty (40) hours, consisting of five (5) consecutive eight (8) hour shifts, unless otherwise mutually agreed to with the

employee in writing.

The work week is a period of seven (7) consecutive days beginning at 12:01 a.m. Sunday or the shift starting time closest thereto.

- b) The following days shall be considered statutory holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day. Any additional statutory holidays proclaimed by the Province of British Columbia and not already listed herein will also be recognized by the Employer once proclaimed.

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:

Twenty (20) but less than thirty-two (32) hours:	Six (6) hours' pay
Thirty-two (32) hours or more	Eight (8) hours' pay

For the purpose of determining statutory holiday pay entitlement, all paid time off shall be counted as hours worked.

If an employee works on the recognized holiday shift, he/she will receive pay at the rate of time and one-half (1-1/2X) for the first eight (8) hours worked and double time (2X) for hours worked in excess of eight (8) and another work day off with pay, equal to the employee's straight-time rate multiplied by the number of straight-time hours the employee is regularly scheduled to work on a shift.

When a holiday under this Section falls on an employee's rest day, either his/her last regular work day previous to the holiday or his/her first regular work day following the holiday will be recognized as the holiday shift, unless otherwise agreed between the parties.

Where the employee works on the day of the Statutory Holiday, then by mutual agreement between the employee and the Employer, the employee will be entitled to take an alternate day off, with Statutory Holiday pay, in the week preceding or the six weeks following the actual day of the Statutory Holiday. After the sixth week following the actual day of the Statutory Holiday, if the employee has not scheduled the alternate day the Statutory Holiday pay will be paid out to the employee on the next following payroll.

- c) Posting of schedules:

A copy of the completed master schedule with all changes and authorized time noted shall be posted by 12:00 noon each Thursday for a two (2) week period and shall remain throughout that work period.

- i) The posted schedule of hours shall consist of a Day Shift, Afternoon Shift and Graveyard Shift as follows:

- Day – any shift commencing from 4:00 AM up to but excluding 10:00 AM

- Afternoon – any shift commencing from 10:00 AM up to but excluding 7:00 PM

- Graveyard – any shift commencing from 7:00 PM up to but excluding 4:00 AM

Full time employees shall, on the basis of seniority and qualification, select one of the above shifts. An employee shall be given a reasonable time to qualify for the shift of their choice.

- ii) Subject to management approval, employees may switch shifts with other employees.
- iii) 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 emergency. Twenty-four (24) hour notice must be given in all other cases.

#### 4.02 Premiums:

Employees working a Graveyard Shift shall be paid a premium of One Dollar and Twenty-five Cents (\$1.25) per hour in addition to the regular rate of pay for all hours of a shift.

Employees working in the Freezer for a minimum of One (1) full hour in a particular shift shall be paid a Freezer premium of Fifty Cents (\$0.50) per hour in addition to the regular rate of pay for all hours worked in the Freezer.

The following positions will receive a premium of Fifty Cents (\$0.50) per hour for each hour worked, provided that the employee works at least One (1) full hour in the position:

- Receivers
- Shippers
- Stock/Quality Controllers
- Repack Coordinator
- Transport Coordinator

The incumbent in the position on the date of ratification shall remain in the position until vacated.

The premium pay provided under this section shall not be added to the employee's hourly rate of pay for the purpose of computing overtime pay.

#### 4.03 Lunch and Rest Breaks

Employees will have a thirty (30) minute lunch break without pay at an appropriate time

during an eight (8) hour shift. Employees will also have a fifteen (15) minute paid rest break during each half of an eight (8) hour shift.

#### 4.04 Time and Attendance

The Employer shall provide the means and a method to enable employees to accurately record their time and attendance.

Employees shall record their own time at the time they start and finish work, and such other recordings as may be required by the Employer. Where time sheets are used, the employees will record their time in ballpoint pen.

#### 4.05 Overtime Pay

All time worked in excess of the basic work week, as defined in 4.01(a) shall be paid at the rate of time and one-half (1-1/2X) the regular rate. All hours worked in excess of ten (10) on any shift shall be paid at double-time (2X). It is agreed that all overtime work shall be voluntary and that no employee shall be compelled to work overtime, nor shall they be discriminated against for refusal to work overtime. In the event that insufficient numbers of employees volunteer, the Employer will assign overtime by reverse seniority. Overtime shall initially be offered on the basis of the senior qualified employee."

All overtime work must be authorized by the Employer.

At the employee's request, overtime hours may be banked and may be taken in pay or time off (at the banked rate) provided it is used within six (6) months of date worked.

### **Article 5 - CLASSIFICATION**

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5.01 There shall be the following classification in the warehouse:

(1) Warehouse person

### **Article 6 - WAGES**

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6.01 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 which is in excess of the rates herein contained, such wage rates or premium rate shall not be reduced by reason of the signing of this Agreement.

The Employer shall have the right to recognize up to two years of previous experience with another employer in determining the initial placement of an employee on the wage scale. Thereafter, the employee shall receive increases as if the employee has accumulated hours of employment equal to the base number of hours for that employee's initial placement on the wage schedule.



## 6.02 Wage Schedule

Accumulated Hours	May 18, 2012 *	May 18, 2013**	May 18, 2014**	May 18, 2015**	May 18, 2016**
0 - 520	13.40	13.50	13.65	13.80	13.95
521-1040	13.65	13.90	14.15	14.40	14.65
1041-1560	14.00	14.25	14.50	14.75	15.00
1561-2080	14.60	14.85	15.10	15.35	15.60
2081-2600	15.15	15.40	15.65	15.90	16.15
2601-3120	15.70	16.00	16.30	16.50	16.70
3121-3640	16.20	16.50	16.80	17.00	17.20
3641-4160	17.00	17.30	17.60	17.85	18.10
4161-5200	17.85	18.15	18.45	18.70	18.95
5201-6240	18.40	18.75	19.10	19.40	19.70
6241-7280	18.90	19.25	19.60	19.90	20.20
7281-8320	19.40	19.75	20.10	20.45	20.80
8321-9360	20.00	20.35	20.70	21.05	21.40
9361-10400	20.80	21.15	21.55	22.00	22.45
10401- 12480	22.50	22.95	23.40	23.85	24.30
12481 – 14560	22.60	23.05	23.50	24.00	24.50
14561 +	22.65	23.20	23.75	24.25	24.75

\* The rates set out in this schedule are effective retroactive to May 18, 2012 for all employees employed on the date of ratification and retroactive pay will be paid on or before the first full two week payroll payment following ratification.

\*\* In the Second (2nd) and subsequent years of the agreement, in the event that the Premium Cost of the Total Group Benefits as set by the Benefit Provider should increase by Five Percent (5.0%) or more, then the hourly rate for employees with 10,401 or more hours will be increased by Five Cents (\$0.05) per hour for every Five Percent (5.0%) increase in the Premium Cost of the Total Group Benefits in that Second (2nd) and each subsequent year of the agreement.

## 6.03 Night Scheduling

When night scheduling takes place, one (1) designated employee on the night shift shall be paid a lead-hand premium in addition to the regular rate of pay and night shift premium of an additional One Dollar and Twenty-five Cents (\$1.25) per hour, whenever there is no supervisor scheduled by the Employer.

#### 6.04 Jury and Witness Duty

- a) An employee summoned to jury duty shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned had they worked on such days. Employees on jury duty shall furnish the Employer with such statements of earnings as the Courts may supply.
- b) An employee under subpoena as a witness to any court in the Province of British Columbia shall be paid wages amounting to the difference between the amount received by the employee as a result of being a witness and the amount the employee would have earned had he/she worked on such days. Employees being witnesses shall furnish the Employer with such statements of receipt of monies as the court and solicitor involved in the action may supply, as well as furnish the Employer with the subpoena he/she received.
- c) 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 of jury duty or witness duty and actual work on the job in the warehouse in one (1) day shall not exceed eight (8) for the purpose of establishing the basic work day. Any time worked in the warehouse in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the contract.

#### 6.05 Staff Meetings

Staff meetings, whether in the warehouse 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.

#### 6.06 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. Such examinations shall be taken during the employee's working hours without loss of pay to the employee.

#### 6.07 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 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.

#### 6.08 New Job Classifications

When new job classifications are established, the Grievance Committee (Union) shall be

advised. A rate shall be set by the Employer. If after a trial period of thirty (30) days, the Grievance Committee (Union) deems the adjustment made by the Employer to be unsatisfactory, the dispute shall be settled pursuant to the grievance procedures set out in Article 14.

## **Article 7 - VACATIONS**

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- 7.01 a) Employees who have been in the continuous service of the Employer less than one (1) year will receive vacation in accordance with the provisions of the *Employment Standards Act* of B.C.
- b) Employees who have the following continuous service with the Employer shall be entitled to the following vacations with pay:
- i) Employees who have completed one (1) year of continuous service shall receive two (2) weeks vacation per year with pay equal to four percent (4%) of the employee's earnings for the previous year.
  - ii) Employees who have completed three (3) years of continuous service, but less than ten (10) years of continuous service with the Employer shall receive three (3) weeks vacation per year with pay equal to six percent (6%) of the employee's earnings for the previous year.
  - iii) Employees who have completed ten (10) years of continuous service, but less than seventeen (17) years of continuous service with the Employer shall receive four (4) weeks vacation per year with pay equal to eight percent (8%) of the employee's earnings for the previous year.
  - iv) Employees who have completed seventeen (17) years of continuous service, but less than twenty-two (22) years of continuous service with the Employer shall receive five (5) weeks vacation per year with pay equal to ten percent (10%) of the employee's earnings for the previous year.
  - v) Employees who have completed twenty-two (22) years of continuous service with the Employer shall receive six (6) weeks vacation per year with pay equal to twelve percent (12%) of the employee's earnings for the previous year.
- c) Prime-Time Vacation Periods: Shall be: public school summer vacation period, spring break and the week of Christmas.
- d) Non-Prime-Time Vacation Periods: Shall be the period when public schools are open. Employees entitled to four (4) weeks may take them consecutively, provided the employee takes same during the non-prime-time period.
- e) In determining vacation schedules, the Employer will consider employees' requests. The Employer will endeavour to schedule vacations as requested by employees,

subject to maintaining an experienced work force capable of performing the work in an efficient manner.

Vacations will be scheduled as follows:

- i) The preferred position in the selection and allocation of vacation periods shall be awarded on the basis of seniority.
- ii) Annual vacations shall be taken before December 31 of each calendar year, except that vacations scheduled in advance under this section may commence after December 31st of a particular calendar year as long as the vacation period will end on or before the last Saturday of January.
- iii) In January of each year, the Employer will circulate a vacation schedule for the current calendar year and each employee will have two (2) days in which to indicate their preference for vacation.
- iv) An employee may only invoke their seniority preference once during Prime Time Vacation periods for a maximum of two (2) weeks.
- v) All requests for vacation must be submitted prior to March 1st for the then current calendar year. The employer may consider, but is not obligated to consider, requests for vacation changes provided the request is made at least two weeks in advance of the time requested.
- vi) Except for the period of the Pre-Christmas blackout period, a minimum of two employees in the Grocery and two employees in the Refrigerated & Produce may take vacation at the same time.
- vii) Vacations cannot be accumulated from year to year. Employees entitled to vacations will not be allowed to take money in lieu thereof.

## **Article 8 - HEALTH & WELFARE PLAN**

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- 8.01 a) On the first day of the calendar month following the completion of three (3) months of employment, employees who are actively working become eligible for the following benefits:
  1. Group Life Insurance
  2. B.C. Medical (MSP)
  3. Extended Healthcare Benefits
  4. Dental Benefits
  5. Short-Term Disability Benefits
  6. Long-Term Disability Benefits
- b) The Employer agrees to pay sixty percent (60%) of the cost of these benefits and to deduct from the earnings of the employees the remaining forty percent (40%).

Employees who do not receive payroll earnings on the date these deductions are scheduled to be made will remit the appropriate amounts directly to the Employer in order to remain eligible for these benefits.

This cost-sharing will be applied to the total package and not to individual benefit plans as follows:

Employees will pay one hundred percent (100%) of Short-Term Disability Benefit and Long-Term Disability Benefit premiums.

The Employer will pay one hundred percent (100%) of Extended Healthcare Benefit and Dental Benefit premiums.

The cost of Group Life Insurance and B.C. Medical coverage will be shared in a manner that ensures that the Employer pays sixty percent (60%) of the total package with the employee paying forty percent (40%).

#### 8.02 Summary of Coverage

The following is intended as a summary of coverage only and all matters of eligibility, coverage and benefits shall be as set out in the relevant plan documents and will be as determined by the carrier.

a) Group Life Insurance:

Employees will receive a benefit equal to two times (2X) their base earnings.

b) B.C. Medical (MSP):

Employees will receive single, couple or family coverage as required.

c) Extended Healthcare Benefits:

Employees receive eighty percent (80%) coverage for prescription drugs as well as other outpatient expenses. Employees covered under this section will receive a Prescription Drug Card according to the terms of the benefit provider under the provisions of the benefit plan.

d) Dental Benefits:

Employees receive eighty percent (80%) routine coverage and fifty percent (50%) major coverage with a \$2,000 maximum per person. In addition, fifty percent (50%) orthodontic coverage is provided with a lifetime maximum of \$1,500, children only. Dental eligibility commences nine (9) months from date of hire.

e) Short-Term Disability Benefits:

Employees who qualify for these benefits receive sixty-six and two-thirds percent (66.66%) of their regular earnings to a maximum of \$700.00 per week and continuing

for a maximum period of seventeen (17) weeks. This coverage is provided on the first day of an accident or hospitalization and on the eighth (8th) day of an illness.

f) Long-Term Disability Benefits:

Employees who qualify for these benefits receive sixty-six and two-thirds percent (66.66%) of their regular earnings to a maximum of \$2,250.00 per month, then fifty percent (50%) of the balance to \$7,500.00. This coverage is provided following exhaustion of Short-Term Disability benefits and may continue until age 65.

g) Retirement Savings Plan:

Full-time and part-time employees who have been employed for one (1) year or whose anniversary falls on or before March 1, are eligible for company contributions under the Group RRSP Plan.

The Employer will contribute a matching percentage of an employee's regular annual gross income each year on the condition that the employee shall match the Employer's contribution with the employee's own funds. The percentage of the Employer's contribution is as follows:

Continuous service	Employer's Contribution
One (1) year of service	One percent (1%) of employee's annual earnings
Two (2) years of service	Two percent (2%) of employee's annual earnings
Three (3) years of service	Three percent (3%) of employee's annual earnings
Four (4) years of service	Four percent (4%) of employee's annual earnings
Five (5) years of service	Five percent (5%) of employee's annual earnings
NOTE: Maximum Employer contribution is five percent (5%)	

The Employer contributions shall be made as of December 31 of each year provided that the employee is still in the Employer's employ at that date. Contributions to RRSP, up to the maximum allowed by Revenue Canada, shall be invested into the Plan as selected by the parties.

The Employer shall assume all legal and trustee costs for setting up the RRSP. However, the administration fees charged by the trustee are deducted from the employee's contribution each year.

If an RRSP is terminated in whole or in part by the employee, the Employer will not contribute to that individual's Plan in the year in which the withdrawal is made or for the following year. The employee's portion of the contribution may, however, still be made to the RRSP

## **Article 9 - LEAVES OF ABSENCE**

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### 9.01 Sick Leave

Sick leave will be accrued at the rate of four (4) hours for each one hundred, sixty (160) hours worked. Such leave will be accrued to a maximum of forty (40) hours. The Employer reserves the right to request medical certification from any employee who could reasonably be suspected of abusing the accumulated sick day provisions.

### 9.02 Funeral Leave

In the event of the death in the immediate family of an employee, the employee will be granted leave of absence with pay.

If the death is a case of a spouse, father, mother, father-in-law, mother-in-law, or child the employee shall be entitled to five (5) days leave of absence with pay.

The employer will provide up to three (3) days leave of absence with pay to attend the funeral and take care of personal matters related to the death of grandparents, grandparents-in-law, grandchildren, brother, brother-in-law, sister, sister-in-law, and any relative living in the household of the employee.

Employees may take off up to one full day with pay to attend the funeral of brothers and sisters of their parents, brothers and sisters of their spouse's parents, their niece or their nephew.

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.

### 9.03 Maternity Leave

Unpaid Maternity leave shall be granted in accordance with the *Employment Standards Act* of British Columbia. Benefit coverage for this period shall be maintained by the Employer.

### 9.04 Parental Leave

Unpaid Parental leave shall be granted in accordance with the *Employment Standards Act* of British Columbia. Benefit coverage for this period shall be maintained by the Employer.

### 9.05 Other Leaves

After one year of employment employees may submit a written request for a leave of absence to the employer and the employer shall grant such request where the business needs can reasonably accommodate such request.

Leave of absences are not considered for the purpose of accepting other employment or personal business ventures and shall not exceed three (3) months in duration, unless otherwise mutually agreed.

Employees may only request and be granted one leave of absence in any five (5) year period.

Scheduled vacations shall take precedence over leave of absence requests.

**Article 10 - NOTICE OR PAY IN LIEU OF NOTICE**

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- 10.01 a) Commencing after ninety (90) 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; or other gross misconduct, shall receive notice in writing or pay in lieu of notice as follows:

Continuous service	
After ninety (90) calendar days, up to one (1) year	One (1) week's notice in writing or one (1) week's wages in lieu thereof.
More than one (1) year	One (1) week's notice in writing or one (1) week's wages in lieu thereof for each year of full-time service, with a minimum of two (2) weeks, to a maximum of twenty (20) weeks

- b) This section shall not invalidate an employee's right to process his/her termination and to be reinstated as set out in Article 14, provided 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, or other gross misconduct.
- d) 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.



## **Article 11 - TECHNOLOGICAL CHANGE**

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### 11.01 a) Notice

The Employer agrees to notify the Union no less than three (3) months in advance of the introduction or intention to introduce a technological change that:

- i) affects the terms and conditions, or security of employment of a significant number of employees to whom this Collective Agreement applies; and
- ii) alters significantly the basis upon which this Collective Agreement was negotiated

Either party may refer the matter to an Arbitration Board under this Collective Agreement.

### b) The Arbitration Board shall decide whether or not the Employer has introduced or intends to introduce a technological change, and upon deciding that the employer has or intends to introduce a technological change, the Arbitration Board:

- i) shall forthwith inform the Minister of its findings, and
- ii) may, then or later, make any one of the following orders:
  - that the change be made in accordance with the terms of this Collective Agreement unless the change alters significantly the basis upon which this Collective Agreement was negotiated;
  - that the Employer will not proceed with the technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
  - that the Employer reinstate any employee displaced by reason of the technological change;
  - that the employer pay to that employee such compensation in respect of his/her displacement as specified in clause (c) herein;
  - that the matter be referred to the Labour Relations Board.

An order made under this section is binding upon all persons bound by this Collective Agreement.

### c) Full-time employees with one (1) year or more of service, whose employment is terminated as a result of technological change or of permanent closure of the whole or any part of the operation, shall receive termination pay of one (1) week's pay for each year of service with the Employer up to twenty (20) weeks.

This clause shall not apply to a temporary layoff, full-time employees who accept other full-time or part-time employment with the Employer, or to regular full-time employees who lose employment with the Employer and are reinstated within thirty (30) days to full-time status.

## **Article 12 - SENIORITY**

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### 12.01 Seniority List

The Employer shall furnish the Union with a seniority list showing length of continuous service with the Employer for all employees. Such list shall be supplied to the Union twice annually, or when information is required to determine seniority in order to settle a disagreement.

### 12.02 Definition

Seniority shall mean length of continuous service with the Employer at the warehouse operation. Length of continuous service or seniority can be lost if an employee:

- i) voluntarily leaves the employ of the Employer;
- ii) is discharged;
- iii) is absent without leave for a period greater than three (3) working days; or
- iv) after layoff, fails to report to work for five (5) working days after being called.

### 12.03 Layoff and Recall

Seniority shall govern in case of layoff and recall. In the case of layoff, the principle of last hired, first laid off" shall be applied, and in the case of recall, the principle of last laid off, first recalled" shall apply, provided the employee has the ability to perform the work.

It is understood that persons laid off are subject to recall, provided they keep the Employer informed of their current address and telephone number. The Employer shall forward a registered letter to the last known address of the employee. If the employee fails to report for work within five (5) working days of receipt of said letter, he/she shall forfeit all seniority rights.

In the event there is a disagreement as to the ability of an employee to perform the work he/she is required to perform upon recall, the first three (3) steps of the grievance procedure shall be followed in an attempt to resolve the matter. In the event the matter still cannot be resolved, seniority shall govern.

The order of layoff shall be as follows:

FIRST: Qualifying employees

SECOND: Part time employees

THIRD: Full time employees

Part-time employees who become full-time shall be placed on the bottom of the full-time seniority list.

Full-time employees who become part-time due to a lack of available hours shall be placed at the top of the part-time list.

#### 12.04 Full-Time Employee

A full-time employee for the purpose of this agreement shall mean an employee who has worked an average of at least thirty-two (32) hours per week during a thirteen (13) consecutive week period. Paid time off will be considered as hours worked, as well as absence due to sickness or accident, but limited to hours the employee would have been scheduled to work.

#### 12.05 Part-Time Employees

The Employer shall maximize the number of hours scheduled for part-time employees in accordance with their seniority, provided they are available and can perform the required work and provided they have not restricted their availability

#### 12.06 Vacancies & Job Postings

If a Fulltime employee resigns, retires or otherwise leaves from their position and the employer has not deleted the position, a job vacancy will exist and the job will be posted.

If the position left vacant as described above is a position to which a Premium is attached and the employer has not deleted the position, then the job posting will specify the vacancy as the position to which the Premium applies.

If an unposted position is performed for 32 or more hours per week for 13 consecutive weeks, that position will be posted as a Fulltime position.

All job postings will be posted for 7 calendar days.

If application is made from within the plant, the job shall be filled according to the seniority of the applicants provided they have the qualifications and abilities to perform the work. Qualification and abilities being equal, seniority shall prevail. An employee will be given a reasonable amount of time to qualify for the position. If there is no applicant from within the plant, the job may be filled by the hiring of new staff.

## **Article 13 - MANAGEMENT RIGHTS**

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- 13.01 a) The Union agrees that the management of the company, including the right to plan, direct and control its operations, the direction of the workforce and the termination or suspension of employees for proper cause are the sole right and function of the Employer.

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 incompetence being processed under Articles 14 and 15 of this Collective Agreement, provided 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 Union further recognizes that the Employer has the right to make and alter, from time to time, rules and regulations to be observed by employees, which rules and regulations shall not be inconsistent with this Agreement or legislation. It is understood that all such rules and regulations shall be posted.

- b) During the first five hundred and twenty (520) hours of employment, each new employee shall be in a qualification period. (This period may be extended in the case of part-time employees in individual cases, by mutual agreement between the Employer and the Union.) During the qualifying period, an employee may be dismissed on grounds of unsuitability. The suitability of a qualifying employee shall be determined by the Company; however, the Company shall not act in a manner which is arbitrary, discriminatory or in bad faith

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

## **Article 14 - GRIEVANCE PROCEDURE**

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- 14.01 a) First Step:  
The employee accompanied by the shop steward shall take the matter up with the foreman. A decision shall be rendered immediately, if possible, but not later than twenty-four (24) hours from the time the grievance was lodged. In the case of grievances involving dismissal of an employee, this step may be omitted.
- b) Second Step:  
If settlement is not reached, the grievance shall be presented to the management of warehousing and distribution by one (1) or more members of the Grievance Committee. A decision to be rendered in forty-eight (48) hours.

- c) **Third Step:**  
If settlement is not reached at the second step, a representative of the Union, a representative of the Grievance Committee, and a representative of the Employer shall meet to resolve the grievance. If the grievance cannot be settled, step four shall be invoked.
- d) **Fourth Step:**  
The grievance shall be referred to arbitration.

## **Article 15 - BOARD OF ARBITRATION**

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- 15.01 Except where the Employer and the Union agree to a single Arbitrator, the Board of Arbitration shall be composed of three (3) members and shall be established as follows:
- 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 representative of the Union shall, within five (5) working days (excluding Sundays and holidays) after they have both been selected, choose an additional member to act as chairman. In the event of failure of the nominees of the Union and the Employer to agree upon a chairman 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 chairman of the Board of Arbitration.
  - Within five (5) days of appointment of the impartial chairman, 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; it may, however, interpret its provisions. The expense of the impartial chairman 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.

**Article 16 - TIME OFF FOR UNION BUSINESS**

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16.01 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, according to the following formula:

Up to one hundred (100) employees in the Bargaining Unit	Two (2) employees, or more subject to mutual agreement between the Employer and the Union.
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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.

16.02 Visits of Union Representative

Duly authorized full-time representatives of the Union shall be entitled, upon proper notice, to visit the warehouse 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.

**Article 17 - MISCELLANEOUS**

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17.01 Wearing Apparel

The Employer shall grant all employees, upon ninety (90) days of employment, One Hundred Twenty-five Dollars (\$125.00) per year or, at the option of the employee Two Hundred Fifty Dollars (\$250.00) over any two year period, in boot allowance on presentation of receipt. In the event an employee has worked less than a year, a proportionate amount shall be granted.

At the option of the employee, all Full-time employees at West Coast shall be provided with either: two (2) pairs of coveralls, or; on presentation of receipt(s), reimbursement to a maximum of \$100.00 per year for the purchase of Work Clothing designed to protect the employees clothing from the wet environment at Westcoast Produce. The employee is responsible for notifying the Company of their selection in March of each calendar year. The employee is responsible for laundering and maintaining in reasonable condition.

17.02 Charitable Donations

Employee donations to charity funds shall be on a strictly voluntary basis.

17.03 Time off to Vote

The Employer agrees that it will fully comply with any law requiring that employees be given time off to vote.

17.04 Polygraph Tests

The Employer agrees that polygraph or similar lie detector tests will not be used.

17.05 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.

17.06 Bulletin Board

The Employer shall make available a notice board for the purpose of posting union notices or literature.

17.07 Picket Lines

The Employer agrees that in the event of a legal picket line of a trade union being in existence at any of the Employer's operations;, 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/her place of work.

17.08 Employee Policy Handbook

The Company may issue an "Employee Policy Handbook" as amended from time to time for the purpose of communicating general employment policies, rules, regulations and benefits. In the event of a conflict between the employee handbook and the collective agreement, the collective agreement or legislation shall prevail.

17.09 Safety Committee

The Employer and Union agree to appoint a safety committee of two (2) Union members and two (2) Employer representatives. This committee shall meet on a regular basis, approximately once (1X) per month, to review safety standards in existence at the warehouse. A Union member of the safety committee will accompany Workers' Compensation Board inspectors on warehouse inspection tours.

17.10 First-Aid Person

There shall be one (1) first-aid person in the grocery warehouse and as long as there is a produce warehouse on different premises there shall be a first-aid person in the produce

warehouse. The following premium shall be paid to first-aid persons, in addition to his/her regular rate:

Level 2: \$1.50 per hour  
Level 1: \$0.75 per hour

The first-aid premium shall be paid to the person with the most seniority per shift.

#### 17.11 Shop Steward

The Employer agrees that employees shall have the right to the presence of a Shop Steward or another employee during a formal interview with management concerning the employee's disciplinary record or disciplinary steps to be taken in respect of that employee.

#### 17.12 Discipline Letters

Any discipline letter received by the employee shall be removed from the employee's record eighteen (18) months after the date of delivery. The Employer may refuse to purge the employee's file of any record pertaining to an issue of acts of violence, endangerment of another employee, gross insubordination, and severe safety infractions.

#### 17.13 *Employment Standards Act*

It is intended by the parties that each Article of this Agreement, when taken together, meets or exceeds the minimum requirements of the relevant provision(s) of the *Employment Standards Act* of British Columbia.

### **Article 18 - HEALTH, SAFETY & EDUCATION FUND**

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18.01 Three-cents (\$0.03) per hour worked will be accrued for the Union Health, Safety and Education Fund.

### **Article 19 - EXPIRATION AND RENEWAL**

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This Agreement shall be for the period from and including May 18, 2012 to and including May 17, 2017 and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding May 17, 2017 or any subsequent anniversary date thereafter, to:

- (a) terminate this Agreement, in writing, effective May 17, 2017, 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 who 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 Relations Code* of British Columbia; or
2. The Employer gives notice of lockout-in compliance with the *Labour Relations Code* of British Columbia.

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

SIGNED ON BEHALF OF THE  
UNION  
**UNITED FOOD AND  
COMMERCIAL WORKERS  
UNION, Local 1518**  
350 Columbia Street, New  
Westminster, BC

SIGNED ON BEHALF OF THE  
EMPLOYER  
**BUY-LOW FOODS LTD.**  
19580 Telegraph Trail, Surrey, BC

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# Index

<b>A</b>	
Afternoon Shift .....	4
Annual Vacations .....	9
Arbitration Board .....	14, 18

<b>B</b>	
B.C. Medical .....	9, 10
Bargaining Agency .....	1
Basic Work Week .....	2, 5
Board of Arbitration .....	18
Boot Allowance .....	19
Bulletin Board .....	20

<b>C</b>	
Charitable Donations .....	20
Cost Sharing Of Benefit Premiums .....	10

<b>D</b>	
Day Shift .....	4
Decision of the Board of Arbitration .....	18
Dental Benefits .....	9, 10
Dinner Meetings .....	7
Discipline Letter .....	21

<b>E</b>	
Employee Policy Handbook .....	20
<i>Employment Standards Act</i> .....	8, 12, 21
Equal Pay for Equal Work .....	7
Exclusions .....	1
Extended Healthcare Benefits .....	9, 10

<b>F</b>	
First-Aid Person .....	20
First-Aid Premium .....	21
Freezer Premium .....	4
Full-Time Employee .....	1, 2, 13, 14, 16
Funeral Leave .....	12

<b>G</b>	
Graveyard Shift .....	4
Graveyard Shift Premium .....	4
Grievance .....	8, 15
Grievance Procedure .....	17
Group Life Insurance .....	9
Group RRSP Plan .....	11

<b>H</b>	
Harmonious Relationship .....	1
Health & Welfare .....	9
Hours Of Operation .....	2

<b>I</b>	
Intimidation .....	20

<b>J</b>	
Job Postings .....	16
Jurisdiction .....	2
Jury and Witness Duty .....	7

<b>L</b>	
<i>Labour Relations Code</i> .....	22
Layoff .....	13, 15
Lead-Hand Premium .....	6
Leaves Of Absence .....	12
Legal Picket Line .....	20
Lie Detector Tests .....	20
Long-Term Disability Benefits .....	9, 11
Loss Of Seniority .....	15
Lunch and Rest Breaks .....	4

<b>M</b>	
Management Of The Company .....	17
Management Rights .....	17
Maternity Leave .....	12
Meetings .....	7
Miscellaneous .....	19
Money In Lieu .....	9

<b>N</b>	
New Job Classifications .....	7
Night Scheduling .....	6
Night Shift Premium .....	6
Non-Prime-Time Vacation Periods .....	8
Notice Or Pay In Lieu Of Notice .....	13

<b>O</b>	
Orthodontic Coverage .....	10
Other Leaves .....	12
Overtime Pay .....	4, 5

## P

Parental Leave .....	12
Part-Time Employees .....	11, 16, 17
Physical Examinations .....	7
Picket Lines .....	20
Polygraph Tests .....	20
Posting Of Schedules .....	3
Pre-Christmas Blackout Period .....	9
Premium Cost Increase .....	6
Premiums .....	4
Previous Experience .....	5
Prime-Time Vacation Periods .....	8
Probation Period .....	See Qualification Period

## Q

Qualification .....	4
Qualification Period .....	17
Qualifying Employee .....	16, 17

## R

Recall .....	15
Receivers .....	4
Repack Coordinator .....	4
Requests For Vacation .....	9
Retirement Savings Plan .....	11

## S

Safety Committee .....	20
Seniority .....	4, 5, 9, 15, 16, 21
Seniority List .....	15
Shifts .....	2, 4
Shippers .....	4
Shop Steward .....	17, 21

Short-Term Disability Benefits .....	9, 10
Sick Leave .....	12
Sole Agency .....	1
Staff Meetings .....	7
Statutory Holiday Pay .....	3
Statutory Holidays .....	3
Stock/Quality Controllers .....	4
Summary of Coverage .....	10

## T

Technological Change .....	14
Time and Attendance .....	5
Time off to Vote .....	20
Transport Coordinator .....	4

## U

Union Business .....	19
Union Dues .....	2
Union Notices Or Literature .....	20
Union Shop .....	1

## V

Vacancies & Job Postings .....	16
Vacation Schedules .....	8
Vacations With Pay .....	8
Visits of Union Representative .....	19

## W

Wage Schedule .....	6
Wearing Apparel .....	19
Witness .....	7
Work Week .....	2