

COLLECTIVE AGREEMENT

Between

Highline Mushrooms West Ltd.

(hereinafter referred to as the “Employer”)

And

United Food and Commercial Workers, Local 1518

(hereinafter referred to as the “Union”)

December 18, 2024 to June 18, 2026

Ratified by member vote: December 18, 2024



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MEMORANDUM OF AGREEMENT made this 18th day of December, 2024.

BETWEEN: **HIGHLINE MUSHROOMS WEST LTD.**, whose place of business is located at **3392 224th Street, Langley, BC, V2Z 2G8**, Province of British Columbia

(herein after referred to as the "Employer")

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

(herein after referred to as the "Union")

WHEREAS it is the desire of both parties to this Agreement to create a harmonious relationship between the Employer and the Bargaining Unit Employees represented by the Union (the "Employees"), to recognize the mutual value of joint discussions and negotiation in all matters pertaining to promoting the well-being, morale and security of those Employees; and to recognize right of the Employer to determine policy and operate its business in an effective and efficient manner and it is agreed that where a change of policy affects Employees' security to a major extent the Union will be advised of such contemplated change and an opportunity afforded to the Union representatives to consult with the Employer's representatives in the practical application of such contemplated change;

AND WHEREAS, in accordance with the Certificate of Bargaining Authority dated August 19, 2024, the Employer recognizes the Union as the sole bargaining agency on behalf of its Employees engaged in the harvesting, packaging and distribution of mushrooms as further described in section 1.01 below;

AND WHEREAS, it is now thought desirable that methods of bargaining and all matters pertaining to the working conditions of the Employees be drawn up in this Agreement.

ARTICLE 1 – Bargaining Agency

1.01 **Bargaining Agency:** The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all Employees at 28243 and 28424 Townshipline Road and 38050 and 38061 Atkinson Road, Abbotsford, and 3392 224th Street, Langley, BC, and any other locations that subsequently become organized into the union, with respect to rates of pay, wages and all other conditions of employment set out in this agreement, excluding at each site: supervisors, managers, security, and office employees.

1.02 **Legislative Change:** All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, shall invalidate or disallow any portion of this Agreement, the remaining provisions of this Agreement shall remain in force.

ARTICLE 2 – Union Recognition

- 2.01 **Union Membership:** Employees within the scope of the bargaining unit will be required to join the Union and are required to pay Union dues.
- 2.02 **Bargaining Unit Information:** The Employer agrees to provide the Union in writing with the name, address and email address of each Employee in the bargaining unit along with the Employee's date of hire. The Employer will require new Employees to sign a dues check-off form and Union membership application. This information will be provided by the Employer to the Union through an online portal or other means to be furnished and maintained by the Union. The Employer further agrees to provide the Union once a quarter with a list containing names of all Employees who have terminated their employment during the preceding three months.

The Employer will provide the union with an updated list of Employees including wage rate, classification, seniority, and status upon request.

Bargaining unit Employees, as a condition of employment, must remain members of the Union for the duration of their employment or until they obtain positions with the Company, outside the bargaining unit.

ARTICLE 3 – Union Dues

- 3.01 **Union Dues:** The Employer agrees to deduct from the wages of each Employee, upon proper authorization from the Employee affected, Union dues as are authorized by regular and proper vote of the membership of the Union. The Union will supply an appropriate form to the Employer so new Employees, at the time of hire, will authorize Union dues deductions. The Employee shall, within ten (10) business 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 15th day of the following month, accompanied by a written statement of the name and social insurance number of each Employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four-week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four-week period of each Employee for whom the deductions were made. Union dues deducted by the Employer shall be shown on the Employee's T4 slip.

ARTICLE 4 – Hours of work, Breaks, Overtime, Statutory Holidays

- 4.01 **Basic Work Week:** Sunday shall be considered the first day of work for the basic work week. Non-Agricultural Employees will not be required to work more than five (5) consecutive days in a work week. Agricultural Employees will not be required to work more than six (6) days in a work week.
- 4.02 **Schedule Posting:** A weekly work schedule will be posted on or before Saturday for the workweek beginning Sunday, a minimum of two (2) weeks in advance for all departments except Harvesting. A weekly work schedule for Harvesting shall be posted by the end of the day on the Thursday before the workweek commencing that Sunday. The Employer

is required to advise individual Employees of the changes to the work schedule after it has been posted, except for circumstances outside of the Employer's control.

Daily hours of work shall be consecutive with the exception of breaks.

- 4.03 **Short Notice Shift Change:** On a monthly basis, the Employer will canvass Non-Agricultural Employees prepared to work additional or modified shifts and maintain a list of such Employees. Where the Employer requires a short notice shift change for roles performed by Non-Agricultural Employees, the Employer will request coverage of the Employees who have added their names to this list beginning with the most senior Employee in that position. If no Non-Agricultural Employee accepts a short notice shift change and the Employer requires the shift to be filled to maintain operations, then the Employer may schedule short notice shift changes by reverse seniority.

Short notice Shift Changes will be assigned by contacting the most senior available Non-Agricultural Employee first and then by moving down the seniority list until the short notice shift change is accepted. The Employer will keep a record of assigning shifts for short notice shift changes in a call log and will provide the log to the union by request.

Agricultural Employees may be subject to shift change on short notice based on the harvesting requirements of the Employer. The Employer will make best efforts to assign short notice shift changes fairly. Assignment of short notice shift changes will not be used as a punishment or as a reward.

- 4.04 **Statutory Holidays:** The following days shall be considered statutory holidays:

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	B.C. Day
Labour Day	National Day for Truth and Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Day	

and any other statutory holiday proclaimed by the Provincial government.

A Non-Agricultural Employee who is given a day off on a Statutory Holiday or is given a day off instead of a Statutory Holiday, shall be paid an amount equal to an average day's pay. A Non-Agricultural Employee who works on a Statutory Holiday must be paid for that day at one and one half (1 ½) times the Employee's regular rate for the time worked up to twelve (12) hours, double the Employee's regular rate for any time worked over twelve (12) hours and an average day's pay.

The Employer may, for one or more Non-Agricultural Employees at a workplace, substitute another day off for a Statutory Holiday, if the Employer and the Non-Agricultural Employee, or a majority of those Employees, as the case may be, agree to the substitution. The Employer will maintain a record of any substitution for a Statutory Holiday.

- 4.05 **Statutory Holiday Pay and Overtime Pay for Agricultural Workers:** Statutory Holiday Pay and Overtime Pay for Agricultural Workers shall be as per the BC *Employment Standards Act*.

4.06 **Breaks and Rest Periods:**

- (a) No Employees shall work longer than five (5) hours without an uninterrupted unpaid one-half (1/2) hour off during the regular daily shift, exclusive of rest breaks.
- (b) All Employees shall receive two uninterrupted, paid fifteen (15) minute breaks in each half of their daily shift. The time for said breaks is to be determined by the Employer. However, such break shall not be scheduled earlier than one and one-half (1 ½) hours from the commencement of each half of an Employee's work shift.
- (c) When an Employee is scheduled to work over two (2) hours of overtime immediately following their regular shift, the Employee shall receive a break of fifteen (15) minutes within that time, with pay.
- (d) Where a break period is interrupted or the Employee is expected to be available during the break, the Employer will pay the Employee for the full break period and schedule a replacement break at another time during the shift.

4.07 **Overtime:** For Non-Agricultural Employees any hours worked in excess of eight (8) hours in a day or forty (40) hours in a week, shall be paid at the rate of time-and-a-half (1½) the regular rate. Hours worked in excess of twelve (12) hours in a day will be paid at the rate of double the regular rate. For Non-Agricultural Employees who regularly work 10 hour shifts, any hours worked in excess of ten (10) hours in a day or forty (40) hours in a week, shall be paid at the rate of time-and-a-half (1½) the regular rate. Hours worked in excess of twelve (12) hours in a day will be paid at the rate of double the regular rate

All hours of overtime, or hours in excess of regularly scheduled hours of work, will be assigned by the Employer. Overtime hours that are not able to be scheduled within twenty-four (24) hours, will be assigned by making an overtime request to the most senior available qualified Employee working at that time first and then by moving down the seniority list until the overtime is accepted. If all available Employees decline an offer of overtime, the Employer may assign overtime hours starting at the bottom of the seniority list provided the Employee has sufficient qualifications to perform the necessary tasks. The Employer will keep a record of assigning hours of overtime in an overtime call log and will provide the log to the union by request. The Employer may offer overtime to multiple Employees to complete work in a timely and efficient manner. The Employer may also offer overtime to the next most senior Employee, if an Employee is required to work greater than twelve (12) hours per day.

4.08 **Work Schedules:** Different job classifications will have different regular hours of work as set out in APPENDIX B to this Agreement.

4.09 **Interval Between Shifts:** There shall be an interval of not less than ten (10) hours between shifts for all Employees unless mutually agreed.

4.10 **Minimum Daily Hours:** An Employee who reports to work and finds that their services are not required shall receive a minimum of four (4) hours pay. When approved by the Employer, if an Employee attends a workplace knowledge workshop, mandatory staff meeting or training or other special assignments outside of the regular scheduled shifts, they shall be paid a minimum of two (2) hours.

- 4.11 **Emergency Call-In Hours:** hours must be approved and recorded by the Maintenance Manager. Employees are required to punch in and punch out in compliance with the regular operating procedure.
- 4.12 **Pay Day, Wage Statements and Recording Time Worked:** Every second Friday, Employees will be compensated for all wages earned in a given pay period (pay day). On pay day, Employees will be paid by direct deposit and issued an electronic wage statement detailing all wages, accruals and authorized payroll deductions.
- The Employer will ensure that information is clearly presented and explained in reference to all deductions (taxes, CPP, EI, Union Dues, Housing, Transportation etc.) rates of pay progression(s) and immigration requirements prior to commencement of employment.
- By request, an Employee may be able to obtain through the Employer's Human Resources Department, on a confidential basis, access to the Employee's electronic wage statement and a means of making a paper copy of that wage statement.
- 4.13 **Time Clock:** The Employer will provide a time clock for the purposes of Employee recorded hours of work. Employees will punch in and out at the time clock. Time will be rounded up in four (4) minute intervals prior to the commencement of a shift and rounded down in four (4) minute intervals following the end of a shift. Employees will be paid for all time worked or as otherwise stated in the Collective Agreement.

ARTICLE 5 – Employee Classification, Availability and Days Off

- 5.01 **Employee Classification:** The bargaining unit contains, but is not limited to, the Employee classifications outline in APPENDIX A.
- Should the Employer intend to introduce a new Employee classification during the life of the contract, the Employer will notify the Union of their intention, and the parties shall meet within thirty (30) days of Employer notification, to negotiate the terms, conditions and wages for the proposed new classification. The new position and associated terms shall continue until ratification of the subsequent collective agreement.
- 5.02 **Available Hours of Work:** Non-Agricultural Employees are employed to work certain hours of work and will be assigned either day shift or evening shift prior to commencement of employment. Where an employee classification offers both day shift and evening shift, an employee may request to change their scheduled shift. Approval of the request to change shifts will be approved subject to operational needs and the circumstances of the request. An employee request to change shifts will not be unreasonably denied.
- Shifts for Agricultural Employees will be set based on operation and harvesting requirements and will vary accordingly. The Employer will make best efforts to schedule employees with consistent start and end times.
- 5.03 **Minimum Work Week:** All TFW Employees shall be scheduled by seniority for at least the minimum number of hours required pursuant to their TFW Contract, and no less than thirty (30) hours and no greater than sixty (60) hours per week. If the Employer does not schedule TFW Employees for this minimum requirement, the TFW Employee will still be paid for the minimum number of hours required by the TFW Contract. TFW Employees

may be scheduled for up to six (6) days of work per week in accordance with their TFW Contracts.

All Employees who are not TFW Employees will be scheduled based on availability of work and in accordance with their seniority for their position.

Employees shall be scheduled based on their job classifications as outlined in APPENDIX B.

Employees may request an alternative schedule to the hours schedule, and this alternative schedule may be approved by the Employer subject to operational needs.

For Non-Agricultural workers, Employees will be scheduled for up to forty (40) hours per week unless the Employee and the Employer have mutually agreed that the Employee will only be available on a reduced-hours basis, in which case those Employees will be scheduled up to the maximum number of hours it has been agreed they will be available each week.

If there is insufficient work to provide all Non-Agricultural Employees with forty (40) hours per week (or the maximum number of hours agreed upon by the Employee and Employer) then the Employer shall schedule hours on the basis of seniority, subject to the Employee being qualified to perform the work and shift scheduling requirements.

Agricultural Workers may be scheduled up to six (6) days per week subject to harvesting requirements.

5.04 **Probationary Period:** During the first three (3) calendar months of employment, each new Employee shall be on probation. The parties agree that probationary Employees may have their employment terminated for cause at any time during the probationary period if it is determined that the Employee is not suitable for continued employment in the position in which they are employed, provided that the factors involved in determining such suitability could reasonably be expected to affect work performance.

5.05 **Vacancy and Posting:** Where the Employer introduces a new position within a classification or when an Employee leaves their position in a classification, a vacancy is created, and that vacancy will be filled by posting.

The Employer will post all vacancies internally at all bargaining unit locations for a period of five (5) days. Internal postings will be filled by seniority provided the candidate has the necessary qualification to perform the role. If the posting goes unfulfilled at that location, the Employer will consider applicants who responded to the posting from other locations.

If the posting goes unfilled by Local Employees within the bargaining unit during the internal posting procedure outlined above, then the posting may be made external. The Union acknowledges that the Employer may need to post the vacancy externally before it is offered to TFW Employees to meet the Employer's obligations under the federal TFW Program. If no local external candidate is available, then the vacancy will be offered to the most senior TFW Employee at that location, whose LMIA has the vacant position listed as one of their duties and if there is no such candidate, then the position will be offered to the most senior TFW candidate from another bargaining unit location, whose LMIA has the vacant position listed as one of their duties. If no TFW Employee, whose LMIA vacant

position listed as one of their duties is available, then the vacancy will be offered to the most senior TFW Employee at that location and if there is no such candidate from the most senior TFW candidate from another bargaining unit location. All vacancies being filled by a TFW are subject to an accepted LMIA and new work permit being issued before commencement.

Postings will be shared with all Employees electronically and a hard copy for each posting will be posted beside the union board or another visible location in each location within the bargaining unit.

- 5.06 **Consecutive Days of Work:** Non-agricultural Employees shall not be required to work in excess of five (5) consecutive days and shall have set consecutive days off unless otherwise mutually agreed upon between the Employer and Employee.

Based on operational needs, Agricultural workers may be required to work in excess of six (6) consecutive days. The Employer will make best efforts to ensure consistent and/or consecutive days off.

- 5.07 **Unpaid Time off Requests:** Requests for time off must be made in writing or electronically at least three (3) weeks in advance. Requests with notice shorter than three (3) weeks' will be considered based on business needs. Requests for unpaid time off will not be unreasonably denied.

All requests for time off will be considered based on operation's needs, employee seniority and any cultural or religious reasons for the request. Managers will provide a confirmation to an Employee request for time off within seven (7) days of the request. Should a request for time off not be granted, Employees are permitted to seek to exchange shifts with another Employee provided the Employees and their respective managers agree, the Employee is qualified to perform the work and no overtime will arise as a result of the shift change.

To respect the different cultures and faiths, Employees will be able to request culturally significant and specific faith-based days off at the start of each year, but the granting of those requests is still subject to the operational needs of the Employer.

Requests for time off are otherwise considered on a first come, first served basis.

ARTICLE 6 - Vacations

- 6.01 **Vacation Entitlement:** Employees will earn annual vacation entitlement, with pay calculated as a percentage of their gross earnings to a minimum as follows:

- (a) From commencement to one (1) year of service – two (2) weeks' vacation, with pay at four percent (4%) of gross earnings.
- (b) after five (5) consecutive years of service – three (3) weeks' vacation, with pay at six percent (6%) of gross earnings.
- (c) Vacation entitlement will be calculated based on the anniversary of commencement of employment.

- 6.02 **Vacation Pay:** Employees are expected to take their annual vacation entitlement and vacation pay shall be paid out in the following manner at the discretion of the Employee:

On the pay day immediately prior to an Employee's scheduled vacation; or, on the regular pay period that occurs during the vacation.

Employees are expected to book and use their full vacation entitlement each year. In the event an Employee does not use their annual vacation entitlement in a calendar year, any outstanding vacation pay/time owing will be available to be used in the following year, or paid out by the end of December of the following year.

- 6.03 **Regular Vacation Request Period:** Vacation requests should be made as far in advance as possible. All vacation requests will be submitted by the Employee to their direct supervisor/manager on the Time Off Request form and should not be unreasonably withheld. Vacation requests submitted within the vacation request period will be granted on the basis of seniority. Vacation requests submitted outside of the vacation request period will be granted on a first come first served basis, subject to the operational needs of the Employer. The vacation request periods are as follows:

- a) Requests for vacation on dates between January 01 and February 29 must be submitted by October 31.
- b) Requests for vacation on dates between March 01 and December 31 must be submitted by January 31.
- c) **Black Out Period:** The Employer reserves the right to deny late vacation requests submitted for dates between December 15 and the first Sunday after the first full week of the New Year, not earlier than January 8 of each year.

Confirmation of Vacation requests will be provided to the Employee within thirty (30) days of receipt of the request or within thirty (30) days of the submission date in paragraphs (a) and (b) above. Where a vacation request is denied, the Employer will provide the Employee with written reasons for the denial.

It is important that employees take vacation to rest. In the event an Employee does not submit for the full amount of their vacation entitlement for any given year, the Employer reserves the right to unilaterally schedule vacation for such Employees to ensure the Employees are receiving the required amount of time off each year.

- 6.04 **Statutory Holiday in the Vacation Period:** In the event a Statutory Holiday falls during a Non-Agricultural Employee's annual vacation, the Non-Agricultural Employee will receive a paid stat day for the day, and not have to use a vacation day.

- 6.05 **TFW Employee Travel Reimbursement:** If the Employer requires a TFW employee to return home to their country of residence for a period, and the employee is then requested by the Employer to return to work, the return flight will be compensated by the Employer.

ARTICLE 7 – Health and Welfare Plan

7.01 **Health and Welfare Plans:** All Employees will be eligible for coverage under a Health and Welfare plan offered by the Employer. The Employer will assist Employees to complete their application form for enrollment within the Health and Welfare Plan at the commencement of employment. Employees who already have coverage from another insurer and who do not wish to participate in the Employer Health and Welfare Plan will complete a form declaring their intent to withdraw from the plan and the Employer will complete the Employee withdrawal, within the first pay period following receipt of the withdrawal request.

Non-TFW Harvester - Employees and their dependents are eligible for benefits under a Health and Welfare benefits plan on the first of the month following successful completion of the probationary period. The summary of the Health and Welfare benefit plan can be found at APPENDIX C to the Collective Agreement. The benefits plan is cost-shared by the Employer and the Employee as follows:

	Year 1	Year 1 to 3	Year 3
Employee	33%	25%	20%
Employer	67%	75%	80%

Non-TFW Hourly - Employees and their dependents are eligible for benefits under Health and Welfare benefits after three months of consecutive employment. The summary of the Health and Welfare benefits plan can be found at APPENDIX D to the Collective Agreement. The benefits plan is cost-shared by the Employer and the Employee as follows:

	Year 1	Year 1 to 3	Year 3
Employee	33%	25%	20%
Employer	67%	75%	80%

TFW Employees - Employees are eligible for employer paid benefits until such time as they qualify for British Columbia medical services plan coverage. Thereafter TFW Employees are responsible for all premiums for Health and Welfare benefit plans. The summary of the Health and Welfare benefit plans can be found at APPENDIX E to the Collective Agreement.

Employees hired prior to 2021 with one hundred percent (100%) Employer paid Health and Welfare premiums will maintain their pre-ratification entitlement.

7.02 **Employer Provided Health Coverage and TFWs:** The Employer will comply with will all terms regarding benefit coverage in any TFW Contract.

The Employer will continue the practice of assisting TFW Employees with the reimbursement process for prescription drugs.

Employees have the right to see any physician they choose.

ARTICLE 8 – Housing and Transportation

- 8.01 **Housing:** The Employer acknowledges the fundamental right of workers to maintain their privacy and family life without undue interference. In particular, the Employer shall use reasonable best efforts in relation to Employees who receive housing from or through the Employer to house married couples who are both employed by the Employer together at the same location.

Reasonable best efforts may include finding alternate accommodation options.

- 8.02 **Inspections:** The Employer will ensure that the date of all inspections is announced to residents and the Union at least seven (7) days before an inspection occurs. Inspection of Employee accommodations are to be conducted in a respectful and dignified manner. A representative of the Union is entitled to accompany the inspector on all inspections. Inspections shall not be carried out in a manner that violates the privacy, modesty, or dignity of Employees.

The Employer will post signage in a visible location of the date and time of periodic inspections mandated by the Health Authority.

- 8.03 **Housing Cost and Amenities:** The Employer will provide housing for all TFW Employees in accordance with the terms of that Employees TFW Contract.

The Employer will provide regular housing amenities including electricity, heat and hot water.

- 8.03 **Housing Arrivals Package:** The Employer will provide an arrivals package to new TFW employees on arrival that will include household basics, including cleaning products and basic toiletries. In addition, the Employer will provide a prepaid credit card with one-hundred and fifty dollars (\$150.00), that will be subject to repayment by payroll deduction of fifty dollars (\$50.00) on each bi-weekly pay cheque, until the full amount is repaid.

- 8.04 **Housing and Discipline:** Housing is a fundamental term of each TFW Contract and thus is interconnected with a TFW Employee's employment by the Employer. If an TFW Employee engages in misconduct in relation to Employer-provided housing, the Employer may utilize progressive discipline in order to ensure that it is providing suitable and safe housing to TFW Employees. Repeated or serious breaches of housing policies may lead to termination of employment. Discipline or termination of an Employee by the Employer for housing related matters may be subject to the grievance procedure.

- 8.05 **Joint Housing Management Committee:** A Joint Housing Management Committee will be formed for the purpose of developing, maintaining and continual improvement of Employer policies to ensure the clean, safe and dignified housing for all Employees living in Employer provided accommodations. The Joint Housing Management Committee will be co-chaired by a representative for the Employer and the Union.

Joint Housing Management Committee meetings will be held on a regular basis, at least once per quarter, involving an equal number of Management and Employee representatives to a maximum of six (6) people. Union members of the committee, including the co-chair, will be elected or appointed by the Union.

Appropriate topics for Joint Housing Management Committee meetings include but are not limited to:

- a) Cleanliness
- b) Safety
- c) Guest policies
- d) Noise
- e) Equipment and amenities
- f) Inspections
- g) Privacy

The Union and the Employer will alternate the taking of minutes and the chairing of the meeting. The meeting minutes will be signed off by the co-chairs, and posted by the Union Board at each location and a copy of the meeting minutes will be sent to the Union within seven (7) business days of the conclusion of the meeting.

The Employer agrees to provide sufficient paid time to Employees serving on the committee for the preparation of the agenda and meeting minutes.

- 8.06 **Transportation:** The Employer will provide transportation to and from Employer provided accommodations to the worksite at no cost to the Employee.
- 8.07 **Transportation Pick-up/Drop-off:** Employer shall use reasonable best efforts to schedule transportation for pick-up and/or drop-off for all participating Employees, within thirty (30) minutes of the start or end of a scheduled shift.

ARTICLE 9 – Temporary Foreign Workers (TFWs)

- 9.01 **TFW Contracts:** The Union and the Employer acknowledge and agree that the Employer must comply with all terms and conditions of any TFW Contract approved by the Federal Government and any other terms and conditions imposed by the Federal Government under which TFW Employees have been granted work permits to reside and work in Canada. To the extent the Federal Government imposes any changes to any TFW Contract or the TFW Program in general that conflicts with the Collective Agreement, the Employer and the Union agree to meet to discuss potential amendments to this Collective Agreement.
- 9.02 **Recall Rights and Continuous Employment for Temporary Foreign Workers:** TFW Employees who complete a probationary period of ninety (90) days working with the Employer shall acquire the right of recall for future contracts, subject to all immigration requirements including whether there is a Canadian resident who can fill the role. This right of recall ensures that, TFW Employees are given priority for future TFW employment opportunities with the Employer without the need to return to their home country between contracts. Provided a TFW Employee is recalled within four (4) months of their previous TFW Contract expiring, the period between the conclusion of one contract, and the start of a subsequent contract, is deemed time worked and employment is deemed continuous during this period for all purposes of the Collective Agreement.

The Employer shall prioritize the rehiring of TFW Employees based on seniority, ensuring that workers with the longest tenure are given first consideration for future contracts. TFW

Employees shall not be required to return to their home country between contracts. Instead, the Employer shall make reasonable best efforts to provide continuous employment or to facilitate the TFW Employee's stay in the country until the commencement of the next TFW Contract.

The Employer shall provide each TFW Employee, no later than sixty (60) days before the end of the Employee's fixed-term employment contract, with a form containing the following information:

- a) The worker's total length of service with the Employer;
- b) The worker's seniority ranking among other TFW Employees;
- c) Confirmation of the worker's eligibility for recall and continuous employment under this agreement;
- d) Detailed information on any current employment opportunities, including start date, job details, and duration;
- e) Contact information for the Employer and the Union to facilitate ongoing communication regarding recall opportunities and continuous employment.

The Employer shall notify the Union of all TFW Employees eligible for recall and provide a copy of the documentation given to each worker at least sixty (60) days before the end of the Employee's contract.

The Employer shall collaborate with the Union to assist TFW Employees in maintaining their legal status in the country during periods between contracts, including providing necessary documentation and support for visa renewals or extensions.

The Employer shall ensure that TFW Employees have access to appropriate accommodation during any period between contracts.

9.03 Support for Permanent Residency (PR): The Employer will put forth all TFW Employees who are in good standing for acceptance into provincial or federal nominee programs and pathways to permanent residency (PR), whether Employer sponsorship is required or not. A TFW Employee with a final written warning is not considered to be in good standing.

The Employer agrees to provide administrative support to any TFW Employees in processing all appropriate work permit renewal applications and forms to apply for permanent residency for all eligible TFW Employees in good standing in a timely manner. It is agreed that letters from the Employer outlining hours, wages, national occupational classifications (NOCs), and any other requirement the TFW Employee will be supplied within seven (7) days of the written request for such documentation.

The Employer will recognize the right of TFW Employees to be represented by the Union throughout the PR application process, and the Employer will work collaboratively with the Union toward securing permanent residency for TFW Employees in good standing.

By Union request, the Employer will provide information related to the status of an application to until the TFW Employee has been successfully nominated for permanent residency. The update shall include, but is not limited to, date of expiration for work permit, status update for nominee program, any information that could affect the TFW Employee's ability to work or remain in Canada.

The Employer will offer a one-time, two thousand dollar (CAD\$2000.00) payment to each TFW Employees who is in good standing to use toward their Canadian permanent residency application. A TFW Employee will be eligible for this payment once they have successfully passed the approved language test (ex. CELPIP), provided proof of completion to the Employer, and started their permanent residency application within one year of their passing grade for the approved language test. In the event the TFW Employee resigns from the Employer within twelve (12) months of being granted permanent residency, then the TFW Employee agrees to repay the full CAD\$2,000 payment to the Employer. If the TFW Employee resigns after completing 12 months' service after being granted permanent residency, but less than twenty-four (24) months from that date, the TFW Employee will repay CAD\$1,000 to the Employer. A TFW Employee is not required to repay any of this amount after completing twenty-four (24) months of service following the granting of permanent residency.

The Employer shall send to the Union copies of the TFW Contracts of TFW Employees. If there are any changes made to a TFW Contract, the Employer shall send the Union a copy of the amended contract as soon as possible.

- 9.04 **Provincial Health Card and Social Insurance Number:** The Employer will assist administratively and cover all fees for TFWs to obtain a Provincial Health Card and Social Insurance Number.
- 9.05 **Employer Provided Transportation:** The Employer will arrange and pay for transportation from the country of origin of all TFW Employees before the commencement of employment and following the end of employment in accordance with the terms of the TFW Contract. The Employer will provide return transportation to Employees who are not permanent residents and choose to return to their home country permanently, and to those Employees that are not permanent residents and are required to return home. (i.e.: unable to obtain work visa extensions in accordance with the terms of the TFW Contract) provided the TFW Employee has not secured alternate employment with another employer prior to the expiration of the TFW Employee's work permit.
- 9.06 **TFW Employee Events:** The Employer will collaborate with the Union to organize activities and supports for the benefit of TFW Employees in acknowledgment of the challenges inherent in relocation for temporary work.

ARTICLE 10 – Leave of Absence, Bereavement, Pregnancy, Parental and other

- 10.01 **Statutory Leaves:** The Employer will not, because of an Employee's approved leave, terminate employment or change a condition of employment. The Employer will place the Employee in the same position the Employee held before taking leave, or in a comparable position, upon the Employee's return from leave. Leaves of absence will be deemed as continuous time worked for all purposes of the Collective Agreement.

Should any of the existing statutory leaves be amended to reduce beneficial terms to the Employee, the terms present at the time of amendment shall prevail.

The leaves recognized by this Collective Agreement include:

- a) Illness and injury leave
- b) Maternity leave
- c) Parental leave
- d) Family responsibility leave
- e) Compassionate care leave
- f) Critical illness or injury leave
- g) Pandemic-related leave
- h) Reservists leave
- i) Leave respecting the disappearance of a child
- j) Leave respecting the death of a child
- k) Leave respecting domestic or sexual violence
- l) Jury duty leave

10.02 **Sick Leave:** The Employer will provide up to five (5) days paid Illness or Injury Leave per year to an Employee, with eligibility beginning the day they are hired. Unused personal illness or injury leave days will not be carried over from year-to-year or paid out at the termination of employment. Employees are not required to provide medical documentation for any personal illness or injury leave. If an Employee exceeds the Personal Emergency, Illness or Injury Leave, exceptions for further situations can be made upon Management approval or with the referral from a doctor.

10.03 **Leave of Absence Without Pay:** Employees may make written application for leaves of absence without pay. The Employer may grant requests after considering length of service, any compassionate grounds and operational requirements. Leaves of absence shall not exceed twelve (12) months.

All leaves of absence provided for in this Agreement are leaves without pay, unless otherwise expressly provided for in the Collective Agreement.

10.04 **Bereavement:** The purpose of bereavement leave is to provide an Employee with time off without loss of pay to gather with relatives at a time of personal tragedy for mutual comfort, to assist in making arrangements for the funeral of the deceased and for the care of the deceased's survivors.

An Employee may be absent for up to three (3) of their scheduled workdays due to the bereavement of an immediate relative and shall receive their regular pay for each such day.

For the purpose of this clause an immediate relative shall be one of the following: spouse, child, sibling, parent, grandparent of the Employee and any person who lives permanently as a member of the Employee's family.

A fourth (4th) day will be granted with pay in the event of the death of an Employee's spouse, child, sibling or parent.

For Employees requiring travel out of country due to bereavement purposes, up to an additional fourteen (14) days may be applied for and may be granted without pay, subject to the Employer's operational requirements. The Employer will require the Employee to furnish sufficient documentation to substantiate the leave, including the proposed start date and the return date of the leave.

Up to two (2) days leave without pay may be requested and will be granted subject to the operational requirements of the Employer for the bereavement of aunts and/or uncles.

The Employer may require the Employee to furnish documentation before making payment and/or granting additional time without pay under this section.

- 10.05 **Maternity Leave:** An Employee who is pregnant shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) weeks, which may begin up to thirteen (13) weeks prior to the expected delivery date and no later than the actual birth date. The Employee may choose to delay the commencement of their maternity leave until the date of birth, provided they are medically fit to perform the full range of duties of their position. This will not affect the Employee's entitlement to maternity leave.

A request for leave made during the pregnancy must be given to the Employer at least four (4) weeks before the day the Employee proposes to begin leave.

A birth parent is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends.

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.

In addition to the maternity leave set out above, an attending physician, upon certifying that the health of the mother or child may be in danger by the mother continuing to work, may extend such leave prior to delivery. Benefit entitlement for the above leaves shall be as required by the BC *Employment Standards Act*.

- 10.06 **Parental Leave:** An Employee who requests parental leave under this Section is entitled to:

- a) for a parent who takes leave within one (1) year of the birth of a child or children and in conjunction with maternity leave taken under the Maternity Leave provision up to sixty-one (61) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under the Maternity Leave provision;
- b) for a parent, other than an adopting parent, who does not take a leave under the Maternity Leave provision, in relation to the birth of a child or children, up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child(ren)'s birth and within seventy-eight (78) weeks of that event;
- c) for the adopting parent, up to sixty-two (62) weeks of unpaid leave beginning within seventy-eight (78) weeks after the child or children are placed with the parent.

If certified by a licensed medical practitioner that the child requires an additional period of parental care as per Section 50(2) of the BC *Employment Standards Act*, the Employee

is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under the Maternity Leave provision.

The Employee is required to give the Employer four (4) weeks' advanced notice in writing of their intention to take a leave. The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the Employee's entitlement to leave.

Benefit entitlement for these above leaves shall be as required in the BC Employment Standards Act.

- 10.07 **Optional Unpaid Supplemental Leave:** An Employee, upon completion of the Maternity and Parental Leaves, is entitled, upon a four (4) week advance notice, to receive an unpaid leave of absence of up to three (3) additional months. This Leave must be continuous with the Maternity and Parental Leave.

Employees will not accrue any benefits while they are on an extension of the Maternity and Parental Leave.

If an Employee wishes to continue their eligibility for coverage under Article 7 for Extended Health and Group Life Insurance, the Employee shall bear the full cost of the premiums during this Leave. These premiums are to be paid monthly in advance. If an Employee opts to continue these benefits, then the three (3) month qualification period will not be required when the Employee returns to work, subject to the benefit plan requirements. If an Employee does not opt to continue these benefits, then the Employee is to sign a waiver to this effect and the three (3) month qualification period shall apply upon the Employee's return to work, subject to the benefit plan requirements.

- 10.08 **Notice required for Maternity, Parental and Supplemental Leave:** It is understood and agreed that an Employee can give notice of request of all Leaves described under the Maternity, Parental and Optional Unpaid Supplemental Leave provisions. Should the Employee decide to return to work earlier than the maximum leave entitlement to which they are entitled and have given notice, they shall be required to give four (4) weeks' notice of their intention to return to work.

ARTICLE 11 – Seniority

- 11.01 **Seniority:** Seniority shall be defined as the length of time of an Employee's service within the bargaining unit from the date of hire, including all deemed time worked.
- 11.02 **Seniority List:** The Employer shall maintain two seniority lists, one for TFW Employees and a separate list for Local Employees. Vacancies will be filled in accordance with article 5.05 of the Collective Agreement. Seniority lists shall be revised and brought up-to-date every month and the Company shall supply a copy to the Union on request.
- 11.03 **Seniority Ranking:** Seniority is the ranking of Employees in accordance with their most recent date of hire and is applied to the Employee's classification by work location, unless otherwise specified in this Agreement. An Employees seniority is not reset by a change in classification.

- 11.04 **Seniority Rights Cease:** Seniority rights shall cease and an Employee shall be deemed terminated if an Employee:
- (a) voluntarily terminates their employment;
 - (b) is discharged and such discharge is not reversed through the Grievance Procedure;
 - (c) is laid off for a continuous period of more than six (6) months;
 - (e) is absent without leave for five (5) consecutive days without satisfactory reason or without notifying the Employer of the absence in advance, and the satisfactory reason for it.
- 11.05 **Rehire:** Any Employee who is rehired by the Employer within six (6) months of their termination/layoff date shall retain their seniority and the waiting period shall be waived for access to the Health and Welfare benefits plans.
- 11.06 **Deemed Time Worked:** Vacation, statutory holidays, and leaves shall be deemed time worked and employment deemed continuous, for all purposes of the Collective Agreement.

ARTICLE 12 – Management Rights

- 12.01 **Management Rights:** The excluded management of the Employer shall have the exclusive right and power to manage the business in all respects, including the right to plan, direct and control operations, to maintain the discipline and efficiency of the Employees, and to require Employees to observe reasonable rules, to hire, layoff, assign employees' hours, suspend, transfer, promote, demote, discipline and discharge for just cause unless otherwise stipulated in the Collective Agreement. It is agreed and understood that the management, operation, and the direction of the workforce is vested exclusively with the Employer. The Employer, when exercising such rights, must do so in a manner which is fair, reasonable, equitable and non-discriminatory.

ARTICLE 13 – Grievance and Progressive Discipline

- 13.01 **Grievance:** Any difference concerning the discipline, suspension or dismissal of an employee or the interpretation, application, operation or any alleged violation of the Agreement, including any question as to whether any matter is arbitrable, shall be considered a grievance, and shall be finally and conclusively settled under and by the following procedure.
- 13.02 **Grievance Procedure:** The Employer and the Union agree that all reasonable efforts shall be made to settle the dispute before advancing to Step 1 of the grievance procedure. Efforts between the Employer and the Union to resolve disputes prior to a formal grievance will not be used as an impediment to reliance on the grievance procedure by either party. It is understood that a shop steward and/or lead shop steward may attempt to resolve a grievance directly with Management on the shop floor prior to a formal grievance being filed.

Step one (1): Grievances regarding suspension or termination shall be submitted by the Union and the Employer within fourteen (14) days of the event giving rise to the grievance, must be presented in writing, and shall clearly set forth the grievance and the contentions of the aggrieved party. All other Grievances shall be submitted by the Union and the Employer within twenty-one (21) days of the event giving rise to the grievance. The Employer or the Union agree to reply in writing as to the disposition of all grievances submitted by the other party within fourteen (14) days of receipt of the grievance.

Step two (2): 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 ten (10) days of receiving the written grievance, either party may submit written notice, a submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 14.03 of this Agreement.

The aggrieved Employee and the shop steward shall be able to attend any grievance meeting or investigation on paid time.

It is understood between the parties that timelines within the grievance procedure may be extended by mutual agreement.

- 13.03 **Expedited Grievance Handling:** The parties agree to expediate the handling of a grievance where the outcome of the grievance may affect the ability of a TFW Employee to maintain their status under the TFW Program and to remain in Canada.

In order to achieve this, the parties shall:

Attempt to advance matters through steps of the grievance process as quickly as possible.

After step 2, immediately determine which arbitrators are ready and available to hear the matter within thirty (30) days of the submission to arbitrations and to issue an oral award where possible, or a written decision where necessary or required by either party within a further fifteen (15) days of the conclusion of the hearing.

In the event of the termination of a non-probationary TFW Employee who is in the process of applying for PR, the Employer agrees to an expediated arbitration hearing. The Employer will continue to process all necessary paperwork required for the Employee to remain in Canada until such time as the arbitrator's award is received.

- 13.04 **Final Settlement:** When settlement is reached at any stage of these proceedings, between the Company and the Union, such decision shall be final and binding for that particular matter but will be otherwise without prejudice and precedent.

ARTICLE 14 – Board of Arbitration

- 14.01 **Board of Arbitration:** The Board of Arbitration shall be composed of a mutually agreeable single arbitrator.

- 14.02 **Filing for Arbitration:** Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue.
- 14.03 **Arbitrator Authority:** In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator 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.
- 14.04 **Arbitrator's Findings:** The findings and decision of the Arbitrator shall be binding and enforceable on the parties.
- 14.05 **Cost of Arbitration:** Each party shall pay one-half of the fees and expenses of the sole arbitrator.
- 14.06 **Expedited Arbitration:** Where a grievance has been referred to arbitration pursuant to Article 13.03 (Expedited Grievance Handling), the grievance shall be submitted to a single Arbitrator who shall be selected by mutual agreement between the parties. In the event that the parties are unable to agree on a mutually acceptable Arbitrator within five (5) days of the official request, either party may request the appointment of an Arbitrator by the Minister of Labour through the provisions contained under the British Columbia *Labour Relations Code*.

Unless it is alleged that a TFW Employee has been discharged for causing physical harm to any person or uttering threats or physical violence against any person, such worker shall be allowed continue to reside in accommodations provided by the Employer until the final disposition of their grievance in accordance with the provisions in Article 13.03 above on the condition that the Employee continue to observe all the rules of the residence.

Unless the parties agree otherwise, it is understood that arbitration hearings shall not be public hearings.

ARTICLE 15 – Miscellaneous

- 15.01 **Union Board:** The Employer will provide a dedicated bulletin board for the exclusive use of the Union. Shop stewards or Union representatives shall be the only authorized people to post material. In the event Management has concerns related to content on the bulletin board, the material will be removed and the parties shall have a good faith discussion related to the concerns.
- 15.02 **Union Sticker:** The Employer agrees to have a Union sticker placed on the entrance and exit of each unionized location. The size, location and design of the sticker will be subject to good faith discussions between the parties.
- 15.03 **Union Participation:** No Employee shall be intimidated, discharged or discriminated against for any 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. Allegations that an Employee was forced to resign as a result of deliberate Management conduct shall be considered under the grievance procedure. If the grievance is successful, the Employee shall be deemed not to have resigned.

- 15.04 **Pick Rate Practices:** The Employer and Union agree that the Joint Labour Management Committee will, at its monthly meetings, discuss, as a standing agenda item, any issues that may arise in relation to the fair and impartial rotation of dates of work, harvesting of beds, areas of work and the assignment of Runners or other support classifications.
- 15.05 **Employee Referral Incentive:** The Employer will provide a payment of one thousand dollars (\$1,000.00) to any Local Employee who refers someone who is not a TFW employee for employment that is hired to a full-time position and completes the probationary period. An initial payment of \$400.00 will be paid upon the completion of the referrals probationary period. A further payment of \$300.00 is paid when the referral completes six (6) months' employment and the final \$300.00 is paid when the referral completes twelve (12) months' employment.
- 15.06 **Boots and Shoes:** Upon completion of the probationary period, the Employer will provide a footwear allowance of one hundred and fifty dollars (\$150.00) per year for Employees required to use steel-toed footwear and seventy-five dollars (\$75.00) for Employees who are not required to use steel-toed footwear. Payment for the allowance will be paid out in the pay period following the Employee providing proof the Employee has purchased suitable footwear each year. Employees must purchase footwear that is suitable and safe based on the Employer's footwear policies in order to receive this payment.
- 15.07 **Cooler Clothing:** The Employer will provide sufficient insulated coats and pants at no cost to the Employee.

ARTICLE 16 – Occupational Health and Safety Committee

- 16.01 **Occupational Health and Safety Committee:** The Employer agrees to maintain a Health and Safety Committee at each location that regularly employs at least 20 unionized and non-union employees. Each Committee shall function in accordance with the WorkSafe BC Health and Safety Regulations. It is agreed that the Abbotsford and Sumas locations may have a joint Health and Safety Committee for those two locations.

An Employee in each location shall be elected by the other Employees at that location or shall be appointed by the Union to the Health and Safety Committee.

The Employer, the Union and each Employee have a shared responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of all workers at that location.

This will include but is not limited to the Employer providing the Union with the details of the Employer's Health & Safety Program. The Union will be provided with applicable incident reports and recommendations flowing from any incident upon request with the consent of the Employees involved.

All protective equipment required by the Employer or by WorkSafe BC shall be provided for and maintained by the Employer other than work boot/shoes which are to be provided by Employees, subject to the annual allowance set out in Article 15.06 of the Collective Agreement.

- 16.02 **Maintenance and Right to Refuse Unsafe Work:** The Employer agrees that the facilities in which work is performed, equipment and machinery will be updated and maintained to ensure the safety of Employees. Employees reserve the right to refuse unsafe work.

ARTICLE 17 – Union Leave, Shop Stewards and Joint Labour Management

- 17.01 **Union Leave:** Subject to the needs of the business, the Employer agrees that Employees chosen to attend Union conventions, conferences, seminars or Union negotiations shall be given time off up to fourteen (14) days according to the following formula:

(a) Not more than two (2) Employees from each unionized location.

The Union shall notify the Employer at least three (3) weeks in advance of the commencement of all such leaves of absence.

- 17.02 **Extended Union Leave:** Upon at least four (4) weeks' notice and subject to the needs of the business, the Employer shall grant a leave of absence, for purposes of Union business, to four (4) Employees on the following basis:

(a) Up to six (6) months' leave of absence. Any further time would be subject to mutual agreement.

- 17.03 **Reimbursement:** The Employer will bill the Union, and the Union will reimburse the Employer for wages and benefits paid to an Employee during a Union leave of absence under Article 10.

- 17.04 **Visit of Union Representatives:** Duly authorized Representatives of the Union shall be entitled to visit unionized locations for the purpose of observing working conditions, interviewing members, unsigned Employees, and to ensure that the terms of the Collective Agreement are being implemented on twenty (24) hours notice to the Employer. The Union and the Employer recognize that the Union may need to attend at a location on shorter notice to deal with resolution of potential disputes involving Employees and such access will not be unreasonably denied.

Union Representatives shall be permitted to check Employee time records including work schedules. It is understood that the Union Representative may attempt to resolve problems through Management prior to referring a matter to the grievance procedure.

- 17.05 **Shop Stewards:** It is recognized that shop stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or elections and the Employer agrees to recognize Shop Stewards and alternate Shop Stewards.

When a Shop Steward is investigating a grievance or a complaint on Employer time, the Steward must first obtain permission from their immediate Supervisor. Such permission will not be unreasonably denied.

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the Employee's choice shall be made aware of the meeting and be present if the Employee requests it when that member of the Bargaining Unit:

- a) Is given a reprimand which is to be entered on the Employee's personnel file;
- b) Is suspended or discharged.

The union reserves the right to appoint or elect a lead shop steward. The duties of the lead shop steward will include all duties of a regular shop stewards, in addition to some grievance handling or other union business as determined by the Union.

17.06 **Joint Labour Management (JLM):** JLM Committee shall consist of one (1) Employee representative for each unionized location, elected by Bargaining Unit members or appointed by the Union, and at least one (1) Employer representative for each unionized location.

The Employer may make up no greater than 50% of the committee. The purpose of JLM meetings is to promote a harmonious relationship between Management and Employees, to raise and solve issues. The expectation is for a good faith discussion related to matters in the workplace. It is agreed that JLM meetings will be held on a regular basis, at least once per quarter, or at the request of either party.

Meetings will be held before or after regularly scheduled shifts and will be considered paid time. Meetings will be held at a mutually agreed time and place.

The taking of minutes will alternate between the Employer and Employees. Minutes are to be signed by an Employee representative and Employer representative and provided by the Employer to the Union within two (2) weeks of the meeting date upon which the minutes are approved. The Employer agrees to provide sufficient paid time to Employees to complete minutes from JLM meetings.

ARTICLE 18 – Policy Change

18.01 **Policy Change:** If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of bargaining unit Employees, the Employer will give sixty (60) days' notice to the Union before the date on which the measure, policy, practice or change is to be affected. The Employer will meet with the Union, and endeavor to develop an adjustment plan, which may include any provisions respecting any of the following:

- (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
- (ii) human resource planning and Employee counselling and retraining;
- (iii) notice of termination;
- (iv) severance pay;
- (v) a bipartite process for overseeing the implementation of the adjustment plan.

ARTICLE 19 - HARASSMENT, BULLYING AND DISCRIMINATION

19.01 Harassment, Sexual Harassment, Bullying and Discrimination:

The Employer and the Union recognize the rights of Employees to work in an environment free from harassment, sexual harassment, bullying and discrimination. All employees are entitled to work in an environment that promotes respect, dignity, and equality. Discrimination or harassment of any kind will not be tolerated. The Employer recognizes that it is the Employer's ultimate responsibility to maintain a workplace free from harassment, bullying and discrimination.

19.02 Definitions:

a) Harassment

Harassment is defined as any unwelcome behavior, conduct, comment, or action that is known or ought reasonably to be known to be offensive, inappropriate, humiliating, or demeaning. Harassment can be based on any prohibited ground under the British Columbia Human Rights Code, including race, religion, sex, sexual orientation, gender identity and gender expression, disability, age, and place of origin.

Harassment may include but is not limited to:

- Derogatory remarks, slurs, or offensive jokes;
- Insults or put-downs; or
- Threats, intimidation, or hostility.

b) Bullying

Bullying is repeated, unreasonable behavior directed towards an employee that is intended to or reasonably could result in the Employee feeling humiliated or intimidated, causing potential harm to the Employee's physical or mental well-being. Bullying can include:

- Verbal abuse, including shouting or swearing;
- Public humiliation or personal attacks; or
- Excluding or isolating an individual from work-related activities.

c) Sexual Harassment

Sexual harassment includes any unwelcome behavior of a sexual nature that creates a hostile or offensive work environment or leads to adverse employment consequences.

This includes, but is not limited to:

- Unwanted sexual advances or requests for sexual favors
- Inappropriate sexual comments, jokes, or gestures
- Unwelcome touching or physical contact
- The display or circulation of sexually-explicit materials.

19.03 Complaint Procedure:

Complaint: Where an Employee alleges that harassment, bullying, or discrimination has occurred on the job, the Employee shall have the right to file a formal complaint. Complaints will be filed directly to Human Resources.

Investigation: Upon receiving a formal complaint, the Employer will conduct a thorough, impartial, and confidential investigation. The investigation should commence promptly and be completed within a reasonable time frame. Both the complainant and the respondent

will have the opportunity to present their version of events, and any witnesses identified will be interviewed.

Representation

The Employee filing the complaint and the Employee against whom the complaint is made have the right to be represented by the Union at all stages of the investigation process, including during interviews and meetings.

Confidentiality

All complaints, investigations, and outcomes will be treated as confidential to the extent permitted by procedural fairness. Information will only be shared on a need-to-know basis to ensure a fair and thorough investigation and the effective management of the business. Employees involved in the investigation, including witnesses, are expected to maintain confidentiality.

No Retaliation

Retaliation against any Employee who files a complaint in good faith or participates in an investigation is strictly prohibited. Any retaliation by another Employee will result in disciplinary action, up to and including termination of employment.

Protection from False Allegations

While all complaints of harassment, bullying, and sexual harassment will be taken seriously and investigated, false or malicious complaints may result in disciplinary action. This clause is not intended to discourage legitimate complaints, and no disciplinary action will be taken where a complaint is made in good faith, even if it is not substantiated.

- 19.04 **No Discrimination:** Both the Employer and the Union endorse the principles outlined under the B.C. *Human Rights Code*. Neither the Employer nor the Union will discriminate on any protected ground set out in the *Human Rights Code* in respect to matters such as employment or membership in the Union because of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or gender expression, age or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the employment or to the intended employment of that person. The Parties agree that this list of protected grounds shall be amended concurrently when there are amendments to the B.C. *Human Rights Code*.

Article 20– Termination and Layoff/Recall

- 20.01 **Discipline:** The Employer must have cause to discipline or terminate an Employee. The Employer will use a policy of progressive discipline for corrective action on employment related matters.

Disciplines will be in writing and will be recorded in the Employee personnel file where, the record will remain for a period of no longer than twelve (12) months.

A copy of the formal discipline, and any report of termination and/or layoff, to be entered on an Employees file will be given to the Employee and sent to the union. An Employees signature on discipline indicates receipt of the discipline and not agreement with it.

20.02 **Notice of Layoff:** The Employer agrees to give Employees (except probationary Employees) two (2) weeks' notice in writing prior to layoff. Such notice shall not be required in cases of layoffs due to fire, flood or other cases of force majeure.

20.03 **Layoff and Recall:** Seniority as defined in Article 11.01, shall govern in cases of layoffs and recall.

A layoff will be issued in order of reverse seniority from the TFW Employee seniority list and then from the Local Employee seniority list and a recall will occur based on the same system with the most senior Local Employee from the Local Employee list recalled first and once the Local Employees have been recalled, TFW Employees will be recalled based on their seniority on the TFW Employee seniority list.

Employees will be contacted in writing by letter or email based on the last address provided to the Employer by the Employee. The Employee has an obligation to ensure the Employer has up to date contact information.

If an Employee, when contacted, for proper and sufficient reason is not available to commence work within 7 days, the next Employee on the list can be hired temporarily. If the Employee is not available to start work for more than three (3) calendar weeks from the date of recall without proper or sufficient reason, the next Employee on the list will be recalled and the Employee who did not return will no longer be entitled to recall and will no longer have any further seniority rights with the Employer. If the Employee declines an offer of recall without proper or sufficient reason, then the Employee will not be entitled to further recall and shall no longer have any further seniority rights with the Employer.

Employees shall keep the Employer informed of their current address and telephone number.

Employees rehired in accordance with this Section shall retain their previous length of service for the purposes of the Collective Agreement.

20.04 **Access to Personal Information:** Subject to giving the Employer advance notice of at least seven (7) days, Employees shall have access to their personnel file.

20.05 **Severance/Termination Pay:** The amount of written notice and/or pay is based on how long an Employee has been employed.

Amount of written notice and/or pay required	
Length of employment	Amount required
3 months or less	No notice and/or pay
More than 3 months	1 week of notice and/or pay
More than 1 year	2 weeks of notice and/or pay
More than 2 years	2 weeks of notice and/or pay, plus 1 week of notice/pay after each additional year of employment (to a maximum of 10 weeks)

An Employee that accepts severance pay will subsequently be terminated from employment with the Employer.

The sale, lease or transfer of a business does not interrupt an Employee's length of employment unless the Employee has been properly terminated by the seller Employer before the transfer of the business occurs.

ARTICLE 21 - Wages

21.01 **Wages:** No employee shall suffer a loss of wage rate by ratification of the agreement.

On the date of ratification, any employee receiving wage rates in excess of the rates contained in the wage scales, shall be red circled and receive the following annual increases:

- December 18, 2024 – 2.25%
- June 18, 2025 – 2.25%

All pre-ratification wages rates for all classifications, excluding Harvesters who are eligible for piece rate, shall receive the annual wage increases outlined above.

Harvester Wage: The employer will maintain minimum wage as per the BC *Employment Standards Act* for all harvesters as a base rate.

Harvester Piece Rate:

Ratification - Piece Rate increases from \$0.3068 per pound to \$0.3200 per pound

January 1, 2026: Piece Rate increases from \$0.3200 to \$0.3260 per pound

If the piece rate for 2026 as set in the British Columbia *Employment Standards Act* is higher than \$0.3260, then the Employer shall pay the rate required by the BC *Employment Standards Act*.

Signing Bonus: Each employee shall receive a one-time signing bonus of five hundred dollars (\$500.00), subject to applicable statutory withholdings, upon ratification of the Collective Agreement.

Off Shift Premium: Any non-agricultural employees working after 6:00PM shall receive a shift premium of fifty cents (\$0.50) for all hours worked after 6:00PM.

HARVESTER

CODE	Job Title	Year	Base Rate >58	Pick Rate (per pound)
		Pre-ratification	\$17.40	\$0.3068
H	Harvester	Ratification	\$17.40	\$0.3200
		1-Jan-26	MW	\$0.3260
*Note - Base rate (MW) will be the minimum wage as established under the BC <i>Employment Standards Act</i>				

HOURLY

CODE	Position	Ag (A) v. Non Ag. A)	Current	BC Yr (+1)	18- Jun-24	BC Yr (+1)	18- Jun-25	BC Yr (+1)
1A	Runner	A	\$17.40		\$17.79		\$18.19	
1A	Tray Fill	A	\$17.40		\$17.79		\$18.19	
1A2	General Packing Associates - Level 1	NA	\$18.00		\$18.41		\$18.82	
1A3	General Packing Associates - Level 2	NA	\$19.00		\$19.43		\$19.86	
1B	Box Maker	NA	\$18.54		\$18.96		\$19.38	
1B	Scanner	A	\$18.54		\$18.96		\$19.38	
1B	Water & Disease Control	A	\$18.54		\$18.96		\$19.38	
1B	Farm Hand Packing - Level 1	NA	\$18.54		\$18.96		\$19.38	
1C	PM Sanitation	A	\$18.54	\$19.54	\$18.96	\$19.98	\$19.38	\$20.43
1C	Packing Sanitation	A	\$18.54	\$19.54	\$18.96	\$19.98	\$19.38	\$20.43
1D	Housekeeping	NA	\$18.54		\$18.96		\$19.38	
1E	Shipping/Receiving - level 1	NA	\$21.22		\$21.70		\$22.19	
1F	Shipping/Receiving - level 2	NA	\$23.34		\$23.87		\$24.40	
1G	Packing Line Operator - level 1	NA	\$20.00		\$20.45		\$20.91	
1G	Slice Captain (BC East Packing House)	NA	\$20.00		\$20.45		\$20.91	
1H	Packing Line Operator - Level 2	NA	\$21.50		\$21.98		\$22.48	
2C	Harvest Trainer/Hourly Supervisor Trainee	A	\$19.36	\$21.54	\$19.80	\$22.02	\$20.24	\$22.52
2D	Logistics Lead Hand	NA	\$24.40		\$24.95		\$25.51	
2D	Packing Lead Hand	NA	\$24.40		\$24.95		\$25.51	
D1	DZ Farm Driver (Class 5)	NA	\$21.54		\$22.02		\$22.52	
D2	DZ Farm Driver (Class 3)	NA	\$24.94	\$27.08	\$25.50	\$27.69	\$26.07	\$28.31
D3	DZ Farm Driver (Class 1)	NA	\$27.59	\$29.99	\$28.21	\$30.66	\$28.85	\$31.35
D3	AZ Local Driver (Class 1)	NA	\$27.59	\$29.99	\$28.21	\$30.66	\$28.85	\$31.35

MAINTENANCE

CODE	Position	Start	Level 1	Level 2	18-Jun-24	Level 1	Level 2	18-Jun-25	Level 1	Level 2
M2	Millwright or Heavy Duty Mechanic	\$44.00			\$44.99			\$46.00		
M3	Licensed Maintenance - Electrician	\$44.00			\$44.99			\$46.00		
M4	Head Power Engineer (Senior Engineer)	\$38.25			\$39.11			\$39.99		
M5	Full time Power Engineer/Engineer	\$28.00	\$29.00	\$30.00	\$28.63	\$29.65	\$30.68	\$29.27	\$30.32	\$31.37
M7	Maintenance Technician	\$33.00	\$36.00	\$38.00	\$33.74	\$36.81	\$38.86	\$34.50	\$37.64	\$39.73
M8	Afternoon Millwright	\$50.00			\$51.13			\$52.28		
M8	Afternoon Electrician	\$50.00			\$51.13			\$52.28		
M9	Millwright Lead	\$46.50			\$47.55			\$48.62		
M9	Electrician Lead	\$46.50			\$47.55			\$48.62		
CODE	Position		Year 1	Year 2	Year 3	Year 4				
M2A	Millwright Apprentice	Current	\$26.40	\$30.80	\$35.20	\$39.60				
		18-Jun-24	\$26.99	\$31.49	\$35.99	\$40.49				
		18-Jun-25	\$27.60	\$32.20	\$36.80	\$41.40				

TUNNELS AND FILL

CODE	POSITION	1-Jun-24	18-Jun-24	18-Jun-25
T2/FE2	Farm Hand Crew Level 2	\$18.54	\$18.96	\$19.38
T3/FE3	Senior Crew	\$22.18	\$22.68	\$23.19
T4/FE4	Material Application Specialist	\$24.40	\$24.95	\$25.51
LO	Loader Operator	\$26.78	\$27.38	\$28.00

ARTICLE 22 – Expiration and Renewal

22.01 **Duration:** This Agreement shall be for the period from and including **December 18, 2024** to and including June 18, 2026, and from year to year thereafter, subject to the right of either Party to the Agreement, within four (4) months immediately preceding **June 18, 2026**, or any subsequent anniversary date thereafter to:

- (a) Terminate this Agreement, in writing, effective **June 18, 2026**, 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:

- (i) The Union gives notice of strike in compliance with the *Labour Relations Code of British Columbia*, or
- (ii) The Employer gives notice of lockout in compliance with the *Labour Relations Code of British Columbia*.

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

ARTICLE 23- Definitions

23.01 **Definitions:** For the purposes of interpreting this Collective Agreement, the following defined terms shall mean:

Employee: a bargaining unit employee of the Employer who is represented by the Union;

TFW Employee: an Employee who has been employed pursuant to the TFW Program;

Local Employee: an Employee who is either a Canadian resident, has permanent residency in Canada or is working in Canada under an open work permit and not pursuant to the TFW Program;

TFW Program: the Temporary Foreign Worker Program established by the Government of Canada, in conjunction with the Province of British Columbia, as such program is amended from time to time;

Agricultural Employee: an Employee who is considered to be an agricultural worker pursuant to the British Columbia *Employment Standards Act*. For greater certainty, all Employee job classification marked with an "A" in Appendix A of the Collective Agreement are Agricultural Employees;

Non-Agricultural Employee: an Employee who is not considered an agricultural worker pursuant to the British Columbia *Employment Standards Act*. For greater certainty, all Employee job classification marked with an "NA" in Appendix A of the Collective Agreement are Non-Agricultural Employees;

TFW Contract: the contractual arrangement the Employer enters into in order to secure the necessary work permits to employ a TFW Employee pursuant to the TFW Program.

SIGNED THIS 24th DAY OF February, 2025

FOR THE UNION
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
HIGHLINE MUSHROOMS WEST LIMITED



Patrick Johnson, President



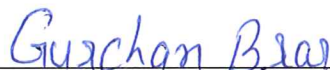
Rob Mackay, Vice President, Farm
Operations West



Catelina Linares, Bargaining Committee



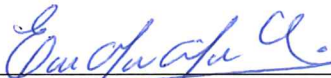
Brian McCarthy, Vice President, Human
Resources



Charan Brar, Bargaining Committee



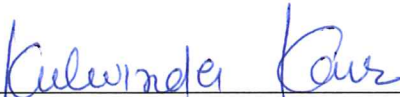
Boula Jabbour, Corporate HR Manager



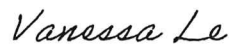
Eneida Marleni Montoya Guzman, Bargaining
Committee



Gursher Sandhu, Packing and Distribution
Manager - BC



Kulwinder (Rani) Kaur, Bargaining Committee



Vanessa Le, Harvesting Manager - BC



Luis Jose Paiz Vargas, Bargaining Committee



Ron Nagra, Bargaining Committee

APPENDIX A

**Employee Classification
(Article 5.01)**

CODE	CLASSIFICATION	Agricultural vs. Non-Agricultural
1A	Runner	A
1A	Tray Fill	A
1A2	General Packing Associate - Level 1	NA
1A3	General Packing Associate - Level 2	NA
1B	Box Maker	NA
1B	Scanner	A
1B	Water & Disease Control	A
1B	Farm Hand Packing - Level 1	NA
1C	PM Sanitation	A
1C	Packing Sanitation	NA
1D	Housekeeper	NA
1E	Shipping/Receiving - Level 1	NA
1F	Shipping/Receiving - Level 2	NA
1G	Packing Line Operator - Level 1	NA
1G	Slice Captain (BC East Packing House)	NA
1H	Packing Line Operator - Level 2	NA
2C	Harvest Trainer/Hourly Supervisor Trainee	A
2D	Logistics Lead Hand	NA
2D	Packing Lead Hand	NA
D1	DZ Farm Driver (Class 5)	NA
D2	DZ Farm Driver (Class 3)	NA
D3	DZ Farm Driver (Class 1)	NA
D3	AZ Local Driver (Class 1)	NA
	Tunnels and Fill/Empty Operations	
Tunnel		
T2	Farm Hand Crew - Level 2	A
T3	Senior Crew	A
T4	Material Application Specialist	A
L0	Loader Operator	A
Fill/Empty		
FE2	Farm Hand Crew - Level 2	A
FE3	Senior Crew	A
FE4	Material Application Specialist	A

	Maintenance	
M2	Millwright or Heavy Duty Mechanic	NA
M3	Licensed Maintenance - Electrician	NA
M4	Head Power Engineer (Senior Engineer)	NA
M5	Full Time Power Engineer/Engineer	NA
M7	Maintenance Technician	NA
M8	Afternoon Millwright	NA
M8	Afternoon Electrician	NA
M9	Millwright Lead	NA
M9	Electrician Lead	NA
M2A	Millwright Apprentice	NA
	Harvest	
H	Harvesters	A

APPENDIX B

Employee Schedules (Article 5.03)

CODE	CLASSIFICATION	Agricultural vs. Non-Agricultural	Schedule
1A	Runner	A	Variable
1A	Tray Fill	A	NA
1A2	General Packing Associate - Level 1	NA	4X10
1A3	General Packing Associate - Level 2	NA	4X10
1B	Box Maker	NA	5x 8
1B	Scanner	A	Variable
1B	Water & Disease Control	A	Variable
1C	Packing Sanitation	NA	4X10
1D	Housekeeping	NA	5X8
1E	Shipping/Receiving - Level 1	NA	5X8

1F	Shipping/Receiving - Level 2	NA	5X8
1G	Packing Line Operator - Level 1	NA	4X10
1G	Slice Captain (BC East Packing House)	NA	4X10
1H	Packing Line Operator - Level 2	NA	4X10
2D	Logistics Lead Hand	NA	4X10
2D	Packing Lead Hand	NA	4X10
D1	DZ Farm Driver (Class 5)	NA	5X9
D2	DZ Farm Driver (Class 3)	NA	5X9
D3	AZ Farm Driver (Class 1)	NA	5x9
D4	AZ Local Driver (Class 1)	NA	5x 9
	Tunnels and Fill/Empty Operations		
Tunnel			
T2	Farm Hand Crew - Level 2	A	Variable
T3	Senior Crew	A	Variable
T4	Material Application Specialist	A	Variable
L0	Loader Operator	A	Variable
Fill/Empty			
FE2	Farm Hand Crew - Level 2	A	Variable
FE3	Senior Crew	A	
FE4	Material Application Specialist	A	

	Maintenance		
M2	Millwright or Heavy Duty Mechanic	NA	5 x 8
M3	Licensed Maintenance - Electrician	NA	5 x 8
M4	Head Power Engineer (Senior Engineer)	NA	4 x 10
M5	Full Time Power Engineer/Engineer	NA	As per Letter of Agreement between Union and Employer
M7	Maintenance Technician	NA	5 x 8
M8	Afternoon Millwright	NA	5 x 8
M8	Afternoon Electrician	NA	5 x 8
M9	Millwright Lead	NA	5 x 8
M9	Electrician Lead	NA	5 x 8
M2A	Millwright Apprentice	NA	5 x 8
	Harvest		
H	Harvesters	A	Variable

APPEDNIX C

Health and Welfare Benefits Package – Non-TFW Harvester Employees (Article 7.01)

APPENDIX D

Health and Welfare Benefits Package – Non-TFW Hourly Employees (Article 7.01)

APPENDIX E

Health and Welfare Benefits Package – TFW Employees (Article 7.01)

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