

COLLECTIVE AGREEMENT

Between

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

And

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION (UNITED STEELWORKERS)
(on behalf of LOCAL UNION 2952, O & T Unit)**

April 1, 2008 – March 31, 2013

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COLLECTIVE AGREEMENT

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

(Hereinafter referred to as "The Employer")

**And UNITED STEELWORKERS
(On behalf of LOCAL UNION 2952, O & T Unit)**

(Hereinafter referred to as "The Union")

WITNESSETH:

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationships between the Employer and the Union, and to set forth herein the basic agreement covering rates of pay, hours of work, and conditions of employment to be observed between the parties.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the parties hereto are mutually agreed as follows:

ARTICLE 1 – BARGAINING AGENCY AND RECOGNITION

- 1.01 The Employer recognizes the Union as the sole and exclusive bargaining agency for its employees, as described in the current Certification issued by the Industrial Relations Council, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment, with the exception of the Confidential Secretary whose status and responsibilities are outlined in Letter of Understanding #2 and hereunder.
- 1.02 Employees whose jobs are not in the bargaining unit will not work on any jobs that would result in the lay-off of staff.
- 1.03 In the event of a future merger, the status of the employees of the merging local will be fully explained to a Staff Representative of the Union and/or a Local Union Shop Steward. In any event, no current employee will have their employment affected as a result of such merger.
- 1.04 The Employer will not contract out work which is normally performed by employees in the Bargaining Unit if such contracting out would cause any employee to be laid off.
- 1.05 The Employer and the Union agree to establish a Contracting Out Committee for Local Union 2952. The Committee shall consist of two Employer Representatives and two Union Representatives, of which one will be the Local Unit President.

This Committee shall meet at the request of either party to discuss any concerns that may arise related to Contracting Out. The Union Representatives may make recommendations with respect to the above, and any such suggestion will be considered by the Employer.

The Employer shall endeavour to give advance notice of any significant contracting out to allow the Union Committee to request the discussion contemplated above prior to the happening of such event.

At the request of the Union, the parties will meet for the purpose of discussing the inclusion of the person(s) employed from time to time at the Education Centre under this Collective Agreement. The parties will have regard to the ad

hoc nature of the work of these persons when discussing the provisions of this Collective Agreement that ought to apply to them.

ARTICLE 2 – DEFINITION OF EMPLOYEE

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

ARTICLE 3 – ADMINISTRATION

3.01 Administration rights exercised by the Employer, unless expressly limited by this Agreement, are reserved to and are vested exclusively in the Employer. Provided, however, that this Article will not be used in a discriminatory manner against an employee because of age, sex, colour, nationality, religion, union affiliation or marital status.

ARTICLE 4 – UNION SECURITY PROVISIONS

4.01 a) The Employer agrees that any present employee of the Employer, at the date of the signing of this Agreement, will, as a condition of continued employment, maintain membership in the Union in good standing.

b) The Employer agrees to retain in his employ, within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said non-members 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.

4.02 a) The Employer agrees to deduct once each month from the earnings of every employee covered by this Agreement such dues as may be fixed by the International Union and communicated to the Employer by the Union. The total amount so deducted, with an itemized statement of same in duplicate, will be forwarded to the Union in the manner provided for in Subsection (c) hereof.

- b) The Employer agrees to deduct an International Union Assessment or Assessments, when advised to do so by the International Treasurer or Deputy, from the earnings of every employee covered by this Agreement. The total amount so deducted, with an itemized statement of same in duplicate, will be forwarded to the Union in the manner provided for in Subsection (c) hereof.
 - c) Cheques will be made payable to the International Treasurer of the United Steelworkers. Until further notice from the Union, all cheques will be forwarded to the United Steelworkers, Unit D, Box 34223, Vancouver, B.C., V6J 4N1, made payable aforesaid and prior to the 15th of the month next following that in which the deductions apply.
- 4.03 The Employer agrees to have all present and future employees covered by this Agreement subject to Article 1.03, as a condition of continued employment, sign a check-off card authorizing the Employer to implement the provisions of 4.02 hereof, and the Union agrees to indemnify the Employer and hold it harmless against any claim which may arise in complying with the provisions of this Article.
- 4.04 Union members are to be supplied with Union deduction totals for income tax purposes. The Employer agrees to show on employees' "T4" slips the total Union deductions for the previous taxation year.

ARTICLE 5 – HOURS OF WORK

- 5.01 a) **DAY SHIFT:** The standard workday will consist of seven (7) hours, worked between 8:00 a.m. and 5:00 p.m. with a designated sixty (60) minute or a thirty (30) minute unpaid lunch period. Hours of work may be altered by mutual agreement.
- b) **DAY SHIFT:** The standard workday will consist of eight (8) hours worked between 8:00 a.m. and 5:00 p.m. with a designated thirty (30) or sixty (60) minute unpaid lunch period. Regular hours of work may be altered by mutual agreement.
- c) **OPTIONS FOR HOURS WORKED:** All full-time employees shall have a choice of working a thirty-five (35) hour per week schedule or a forty (40) hour per week schedule by April 1st of each year.

The choice made will be in effect for up to twelve (12) months at the employee's determination. It is understood and agreed that the employee must advise the Employer the length of such schedule.

The Employer will post the shift and hours that Helen Leong works and award it to the senior employee if he/she want to consider the shift and hours. This will only happen if she quits, retires or is terminate. Karen Aime is the only other employee today that can exercise this option under 5.01 (c) but it will not be posted in the future as per Helen Leong above.

- d) All new hires, after date of ratification of this Collective Agreement, will be hired for a forty (40) hour workweek only.

5.02 **REGULAR WEEK:** Five shifts, Monday to Friday inclusive, will constitute a regular week's work on all shifts.

A full-time employee is one who works thirty-five (35) or more hours per week.

5.03 **WORK PERFORMED ON PAID HOLIDAYS:** Overtime rate as defined in Article 5.04 will be paid for work performed on Paid Holidays as listed in Article 6, or day upon which paid holiday is observed.

5.04 **OVERTIME:**

- a) 1. **OVERTIME DAILY:** First two hours' overtime after regular seven (7) hour shift or eight (8) hour shift to be paid at one and one half times (1½) rate. However, once employee has worked forty-two (42) or forty-seven (47) hours in a week (Monday to Sunday inclusive) all time worked in excess of forty-two (42) or forty-seven (47) hours shall be paid at double the employee's regular rate of pay.
- 2. **OVERTIME PAY:** All hours over nine (9) or ten (10) in any one (1) day and all hours over forty-two (42) or forty-seven (47) in any one (1) week shall be paid at double the employee's regular rate of pay.

3. **OVERTIME (IN EXCESS OF 7 OR 8 HOUR DAY) – REST PERIODS:**

Between one (1) and two (2) hours overtime	One (1) twenty (20) minute rest period.
Over two (2) hours overtime	One (1) twenty (20) minute rest period plus meal allowance.

4. **BANKING OF OVERTIME HOURS**

If time off is taken in lieu of overtime pay, it is to be equivalent to what pay would be, i.e., if double-time is applicable time off would be hours x 2; if it would have been time and a half then hours x 1.5. Employee would have option, as per past practice, of banking the time but it would be at overtime rates if they apply.

If banked time is at employee request, then straight-time would apply, but if at employer request, then overtime rates to apply.

- b) **OVERTIME – VOLUNTARY:** The parties are agreed that all overtime will be voluntary. All overtime must be authorized by the Employer.
- c) **OVERTIME MEAL:** Employees requested to work more than two (2) hours overtime after completion of their regular shift will be given twenty -five dollars (\$25.00) meal money.
- d) **OVERTIME DISTRIBUTION:** Scheduled overtime will be distributed equitably amongst the employees in the particular job classification who have signified voluntarily that they will work overtime. The Employer will prepare a list which will be posted of such employees commencing with the most senior employees and the overtime worked will be rotated amongst the employees on that list commencing with the most senior employees. Scheduled overtime is defined as overtime work which has been authorized the day before the overtime is to be worked.

Employees should not be called in to perform work outside their job classification except where there are no employees in that job classification to do that work. Any non-scheduled overtime work will not be excessive. The employee who started the task would be requested to work the overtime. If the overtime is rejected by this employee, it would be offered as per the rotation schedule outlined above.

e) **CALL IN FOR OVERTIME WHILE ON VACATION:** When an employee is called and asked to work while on vacation and agrees, the following will apply:

The employee will be entitled to overtime rates at one and one half times (1 1/2x) their regular rate of pay for the first eight hours and double time (2x) for all hours worked thereafter on the same day. Furthermore, the employee will be entitled to take another day off without pay if he or she had already received holiday pay for the day they were called in to work. This section will also apply to part-time employee(s) when they have booked vacations.

- 5.05 **HOURS BEFORE AND BEYOND REGULAR SHIFTS:** Hours worked before regular starting time shall be considered as overtime and paid at double rate for time worked, except when other arrangements are made by mutual agreement between the Employer and the Union.
- 5.06 **LUNCH PERIOD:** The mid-shift lunch period will be mutually arranged between the Employer and the Union. If the employees are required to work during the mid-shift lunch period they will be given an alternate lunch period but not more than four and one half (4½) hours from the shift start time or as mutually agreed upon.
- 5.07 **GUARANTEED DAY:** Subject to the exceptions set forth in this Section and in Section 5.08, any employee reporting for work at the start of the employee's shift, will be guaranteed seven (7) or eight (8) hours work at the employee's regular job, or pay equal thereto.

The provisions of this section will not apply if the employee voluntarily quits or an act of God does not allow for completion of the workday.

Notwithstanding the interpretation and application of this Article, the practice with respect to the hours of work for part-time employees in out-of-town offices will be continued.

- 5.08 **ACCUMULATED PAID TIME OFF (A.T.O.):** Regular full-time employees shall accumulate paid time off at the rate of three and one half (3½) to four (4) hours for each basic workweek completed. Basic workweeks shall be those described in this Subsection and shall also include time off due to jury duty and witness duty, and bereavement leave, as set out in Article 10; and sick leave as set out in Article 13.

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

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

When an employee has accumulated seven (7) or eight (8) hours A.T.O., he or she shall receive one day off with pay, scheduled by the Employer within the next two (2) weeks, such day to be combined with an employee's regular day off, unless otherwise mutually agreed by the employee and the Employer.

If an employee's scheduled A.T.O. day is rescheduled, it will be rescheduled to a day within four (4) weeks of the originally scheduled A.T.O. day. Such rescheduling will be in conjunction with a regular day off or with another A.T.O. day unless otherwise mutually agreed by the employee and the Employer. Both the Employer and the employee will not withhold their mutual agreement unreasonably.

When an employee is required by the Employer to work on a regularly scheduled A.T.O. day, the employee shall take the equivalent time off at the employee's convenience or taking pay in lieu of time off, such pay to be in addition to any wages employee would have received had he/she not worked the A.T.O. day. The employee will be paid at straight time.

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

Employees cannot be required to take payment in lieu of A.T.O. unless mutually agreed by the employee and the Employer.

ARTICLE 6 – PAID HOLIDAYS

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

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

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

6.02 When paid holidays fall on Saturday or Sunday they will be observed on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be observed on the following Monday and Tuesday.

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

6.04 In order to qualify for a day's pay for the above paid holidays, the employee must have completed four (4) weeks' employment with the Employer.

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

ARTICLE 7 – VACATIONS WITH PAY

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

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>ANNUAL VACATION PERIOD</u>	<u>VACATION PAY</u>
Less than one year	1 day for each major fraction of month worked (max. 10 working days)	4%
1 year but less than 3 years	2 weeks	4%
3 years or more	3 weeks	6%
8 years or more	4 weeks	8%
13 years or more	5 weeks	10%
18 years or more	6 weeks	12%
23 years or more	7 weeks	14%

7.02 VACATION ALLOTMENT – SICKNESS – INJURY – LAYOFF: Authorized leave of absence for sickness or accident, paid vacations, paid statutory holidays up to thirty-nine (39) weeks, shall not affect the employee's right in respect to vacations with pay.

7.03 CUTOFF DATE: Employee's anniversary date.

7.04 VACATION SCHEDULING:

- a) The process for vacation selection is that employees, in order of seniority, will book up to two weeks (10 days) of vacation time. When that process is complete and the employer has approved the first choice of vacation time, the vacation planner will again be distributed in order of seniority and employees will book the remainder of their vacation time.

b) Scheduling Single Day Vacation:

Any employee who is entitled to vacation time off may request single day vacation days off. Employees may request their days off be consecutive with the single day vacation day off. Single day vacation days shall not count toward the allotted vacation time off slots for vacation weeks. Single Day Vacation days are subject to the operational needs of the department and in the case of multiple requests, the requests will be denied in order of reverse seniority. Single day vacation will not impact another employee's ability to take a full week of vacation.

- 7.05 **VACATIONS EXCEEDING TWO WEEKS:** Vacations with pay in excess of two (2) weeks for which employees may be eligible shall be scheduled sufficiently in advance and taken at a mutually agreed upon time, subject to the efficient operation of the office.
- 7.06 **VACATION PAY – WHEN PAYABLE:** Vacation pay will be paid in the week preceding vacation. The amount of the vacation payment will relate directly to the portion of the vacation time entitlement which is being taken at that particular time.
- 7.07 **VACATION PAY – ON TERMINATION:** Employees who leave the employ of the Employer will be paid vacation pay at the time of severance on the following percentage basis on the earnings of the employee for which vacation pay has not been previously paid.

Less than one year	4%
1 year but less than 3 years	4%
3 years or more	6%
8 years or more	8%
13 years or more	10%
18 years or more	12%
23 years or more	14%

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

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

7.10 If an employee becomes ill or is involved in any accident while on vacation, then upon request of the employee, the Employer will remove the employee from vacation and place that employee on the appropriate sickness and accident benefits.

Any remaining vacation will then be taken at a time which is mutually agreed upon by the Employer and the employee.

ARTICLE 8 – SENIORITY

8.01 An employee shall not have any seniority, and shall be considered as a probationary employee until the employee shall have attained seniority status by actually working a total of ninety (90) calendar days. Upon completion of this probation period, an employee shall acquire seniority status, and shall have a seniority date backdated to his/her date of original hire.

8.02 a) The parties recognize that job opportunity and security shall increase in proportion to length of service. It is therefore agreed that in all cases of vacancy, promotion, demotion, transfer, shifts, vacations, layoff, termination and recall after termination, the senior employee shall be entitled to preference.

b) In recognition, however, of the responsibility of Management for the efficient operation of the employer, it is understood and agreed that in all cases referred to in Section 8.02 a), Management shall have the right to pass over any employee if it is established that the employee does not have the ability and/or physical fitness to perform the work.

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

a) Occupational injury,

b) Absence from employment while serving in the non-permanent armed forces of Canada,

- c) Absence due to illness or non-occupational injury,
- d) Jury duty, Union gatherings and collective bargaining negotiations,
- e) Authorized leave of absence,
- f) Layoff for the following periods, after which an employee's seniority will terminate:
 - 1. Less than 12 months' seniority - 6 months
 - 2. Over 12 months' seniority - 12 months
 - 3. Over 60 months' seniority - 24 months
- g) promotion out of the bargaining unit for a period of up to six (6) calendar months cumulative during which period the promoted employee will continue to pay union dues.

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

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

- 1. employee's name
- 2. employee's starting date

3. employee's regular classification
 4. probationary employees will be shown on a separate list.
- b) **SENIORITY LISTS – ADDITIONAL:** Additional revised lists will be furnished to the Union as required from time to time. The Union agrees not to request such lists more frequently than once each three (3) months except during the months of April through September when they will be supplied each month if requested.
- c) Upon request from the President of U.S.W.A. Local 2952, U.F.C.W. shall forward a list containing the names and pay rates and premiums, if any, of all O & T employees.

ARTICLE 9 – SAFETY AND HEALTH

9.01 SAFETY AND HEALTH – RESPONSIBILITY:

- a) The Employer agrees that it is the responsibility of the Employer to make adequate provisions for the safety and health of the employees during the hours of their employment.
- b) The Union and the employees agree to cooperate fully with the Employer on all matters of health and safety.
- c) The Employer shall supply a properly equipped first aid/sick room facility upon completion of building expansion. Safety Committee person to have the opportunity to view the plans for the expansion of the building for their input regarding first aid room.
- d) Larry Stoffman will be involved with the Employer with respect to all their new work stations.

9.02 JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE (J.O.H.S.C.):

- a) The Employer and the Union agree that the Health and Safety Committee shall consist of no fewer than four (4) members, of whom two (2) shall be appointed by the Union and two (2) shall be appointed by the Employer. In no case shall the Employer's representative outnumber those of the

workers. All functions of the J.O.H.S.C. shall be during normal working hours.

- b) The general duties of the J.O.H.S.C. will be as follows:
 - i) To make monthly inspections of the workplace for the purpose of determining/preventing/correcting any hazardous conditions.
 - ii) To investigate promptly all incidents/accidents and any unsafe conditions or practices including any incidents/accidents which might have caused an injury to an employee, whether or not such injury occurred.
 - iii) To hold regular meetings (monthly if requested by the Union or Employer) for the purpose of promoting, planning and executing the health and safety program. Minutes of meetings shall be issued (posted) to all employees.

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

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

9.05 **INJURED EMPLOYEE – REPORTING PROCEDURE:** Any employee suffering an injury while in the employ of the Employer (performing or engaged in any activity which is covered by Workers' Compensation) must report immediately to his/her immediate supervisor or as soon thereafter as possible, and also report this to the supervisor on returning to work.

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

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

9.08 **EMPLOYEES WORKING ALONE:** Where an employee is employed under conditions where he/she might be injured and not be able to secure assistance, the Employer shall devise some method of checking on the well-being of the employee at intervals which are reasonable and practicable under the circumstances.

9.09 Local 1518 agrees to the following First Aid matters:

- a) Supply appropriate first aid kits to each office;
- b) Sponsor a first aid training session for all interested employees as provided by law (2 sessions with voluntary attendance).
- c) Provide transportation to the residence of an employee who becomes ill or injured;
- d) Provide a first aid room in any new premises that are built or purchased.

9.10 **REFUSAL OF UNSAFE WORK:**

- a) An employee may refuse to do any particular act or series of acts at work, which he or she believes is dangerous to their health and safety or the health and safety of any other person, until sufficient steps have been taken to satisfy the employee or until the J.O.H.S.C. or the W.C.B. has investigated the matter and advised the employee otherwise. Unsafe or harmful conditions shall be remedied without delay.
- b) No employee shall be disciplined, discharged, prejudiced, penalized or discriminated in any way by the Employer for exercising the refusal of unsafe work in accordance with this Article.

9.11 **W.C.B. INSPECTION:**

- a) Whenever a W.C.B. inspector is inspecting the Employer's premises, a Union member of the J.O.H.S.C. and representative of the Employer will accompany the inspector.

- b) The Employer shall keep posted on bulletin boards, any placard, notice, or inspection report issued by the W.C.B.

9.12 **SAFETY EQUIPMENT:** The Employer agrees to provide, at no cost to the employee, all safety equipment necessary for the protection of the employee's health and safety while performing his or her duties.

9.13 **INDUSTRIAL FIRST AID REQUIREMENTS AND COURSES:**

- a) The Employer shall pay for and install the appropriate first aid kit(s) as recommended by the W.C.B. and shall advise all employees of location(s) of same.
- b) A qualified first aid attendant shall be available on all shifts.
- c) The Employer shall pay all costs of obtaining first aid attendant certification, including the employees' normal daily earnings for the day of the examination.
- d) Employees will be selected for such training on a voluntary basis by seniority. No employee will be required to take such first aid training as a condition of employment.

ARTICLE 10 – GENERAL PROVISION

10.01 **CONSULTATION WITH UNION – PRIOR TO CERTAIN CHANGES:** The Employer agrees to consult with the Shop Steward or Grievance Committeeman if available on the premises upon discharging, laying off, transferring, promoting or demoting any employee.

10.02 **BULLETIN BOARD:** The Union will have the use of one (1) bulletin board on the premises of the Employer and provided by the Employer for the purpose of posting official Union notices which may be of interest to Union members. All such material may be posted only upon the authority of the Executive Committee of the Union or Shop Stewards. Local 1518 agrees to supply a bulletin board in all of their offices for the exclusive use of Local 2952.

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

the Union under the terms of this Agreement shall be given by registered mail addressed to the Secretary of the Union at its registered address.

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

10.05 **BEREAVEMENT PAY:**

a) In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay. The length of such absence shall be at the discretion of the Employer. The term "immediate family" shall mean: Spouse, parent, child, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, or any relative living in the household of the employee.

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

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

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

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

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty or witness duty and actual work on the job in one (1) day shall not exceed seven (7) hours or eight (8) hours for purposes of establishing the basic workday. Any time worked in excess of the

combined total of seven (7) or eight (8) hours shall be considered overtime and paid as such under the contract.

10.08 PREGNANCY LEAVE

1. 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, up to eleven (11) weeks prior to the expected delivery date and at least six (6) weeks after the actual delivery date. The employee may choose to delay the commencement of pregnancy leave, provided she is medically fit to perform the full range of duties of her position. This will not affect the employee's entitlement to pregnancy leave.
2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
3. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
4. All such requests must be submitted in writing at least two (2) weeks prior to the day the employee proposes to begin their leave.
5. In addition to the pregnancy leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.
6. An employee requesting a shorter period than six (6) weeks after the actual birth to return to work must provide written notice to the Employer of not less than one (1) week before the date the employee proposes to return to work, and if required by the Employer, be accompanied by a physician's medical certificate stating the employee is able to return to work.
7. Benefit entitlement for the above leaves shall be as required by the Employment Standards Act.

10.09 PARENTAL LEAVE

1. An employee who requests parental leave under this Section is entitled to:
 - (a) for a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Section 10.08 (a) – up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section 10.08 (a).
 - (b) For a birthmother who does not take a leave under Section 10.08 in relation to the birth of a child – up to thirty-seven (37) weeks unpaid leave beginning after the child’s birth and within fifty-two (52) weeks after that event.
 - (c) For a birth father – up to thirty-seven (37) weeks of unpaid leave beginning after the child’s birth and within fifty-two (52) weeks of that event.
 - (d) For an adopting parent – up to thirty-seven (37) weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
2. If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection 1 above.
3. The employee is required to give the employer four (4) weeks advance notice in writing of their intent to take a leave under subsection 1 (a), (b) or (c). The employer may request this notice be accompanied by a medical practitioner’s certificate or other evidence of the employee’s entitlement to leave.
4. Benefit entitlement for the above leaves shall be as required in the Employment Standards Act.

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

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

If an employee walks off the job and alleges administration has deliberately coerced or intimidated him or her into doing so, the matter shall be considered under the grievance procedure and, if such allegations are proved to be true, then the employee shall be considered not to have resigned. Such grievances must be filed no later than five (5) days after the incident that gave rise to the situation.

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

10.12 a) **PERSONNEL RECORDS:**

- i) One personnel file shall be maintained by the Employer for each employee in the bargaining unit. Such file shall contain all records and reports concerning the employee's employment and work performance.
- ii) No negative comments or report about any employee shall be placed in any personnel file unless the employee concerned is first given a copy of the information.
- iii) Personnel files, as referred to in this Agreement, shall include both hard copy and/or any other methods, systems or forms of maintaining such records and files related to employees as may be implemented by the Employer.

b) **EMPLOYEE ACCESS TO PERSONNEL FILE:** An employee shall have the right to read and review his/her personnel file at any time, upon reasonable notice and by written request to the Employer. An employee may request

and shall receive a copy of any record or document contained in the employee's personnel file.

- c) **UNION ACCESS TO EMPLOYEE PERSONNEL FILE:** A representative of the Union shall have the right to read and review an employee's personnel file at any time, upon written authorization of the employee and upon reasonable notice and by written request to the Employer. On request, and with the employee's permission, the Union representative shall be provided with copies of any document or record contained in the employee's personnel file.

- d) **DISCIPLINE:**
 - i) The Employer shall only discipline, discharge, or terminate an employee for just cause. The burden of proof of just cause shall rest with the Employer.

 - ii) Any employee who is to be interviewed regarding disciplinary action shall be interviewed in the presence of a Steward, Grievance Committee member, or other Union designee.

 - iii) The employee, Steward, or Grievance Committee member and the Local Union President shall receive a copy in writing of any disciplinary action taken including, but not limited to, all written reprimands or notices involving suspension or discharge and the reasons in full for such action within twenty-four (24) hours of the taken action.

- e) **RELIEF:** All written warnings, reprimands, suspensions, and discharges shall be rescinded, and removed from the employee's personnel file after a period of twelve (12) months after the date of the issued disciplinary action and shall not be used against the employee thereafter.

10.13 **NOTICE OR PAY IN LIEU OF NOTICE:**

- 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, shall receive notice in writing or pay in lieu of notice as follows:

- After first ninety (90) calendar days up to two (2) years of continuous service, one (1) weeks' notice in writing or one (1) weeks' wages in lieu thereof.
- From two (2) years up to five (5) years continuous service, two (2) weeks' notice in writing or two (2) weeks' wages in lieu thereof.
- More than five (5) years continuous service, four (4) weeks' notice in writing or four (4) weeks' wages in lieu thereof.

b) A copy of the notice of dismissal or layoff of full-time employees who have been employed more than ninety (90) calendar days shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

10.14 **SEVERANCE PAY:** An employee who's services are terminated due to a merger, consolidation or a permanent suspension of operations, shall receive at time of reduction:

FULL-TIME CONSECUTIVE SERVICE	SEVERANCE PAY
Up to two (2) years	One (1) week
Over two (2) years	One (1) week's pay for every year of full-time service to a maximum of twenty (20) weeks.

10.15 **UNION APPOINTEES – IDENTIFICATION:** The Union will maintain with the Employer a current list of the names of Shop Stewards, Committeemen and Staff Representatives.

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

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

10.18 **EQUALITY, PRIVACY & PERSONAL RIGHTS:** It is agreed that there shall be no discrimination, interference, restriction, coercion, harassment, intimidation or stronger disciplinary action exercised or practiced with respect to an employee

by reason of age, race, creed, colour, national origin, political or religious affiliation, sex, sexual orientation or membership or activity in the Union.

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

- a) Tuition fully paid by the Employer.
- b) Transportation costs from Employer's place of business to education/training facility, including parking fees where applicable. Transportation shall mean either public transportation or, where employee's vehicle is used, adequate mileage allowance.
- c) Per diem allowance as defined for Union Representatives attending conferences or seminars.
- d) At the request of the Union, the parties will meet for the purpose of discussing the application of this provision and the interest of the staff regarding work-related skill upgrading.

10.20 **DUAL UNION MEMBERSHIP:** Employees shall have the option of dual membership in U.F.C.W. Local 1518 and U.S.W.A. Local 2952, but will not be eligible to stand for office in Local 1518.

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

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

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

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

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

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

10.27 **NON-SMOKING BYLAW:** To be enforced as stated in Burnaby Bylaws.

- a) Signs posted for members and visitors to office so they are aware of smoking areas.
- b) A non-smoking lounge.
- c) Air purifiers provided in all areas designated as smoking areas.

10.28 **U.S.W.A. – HUMANITY FUND:** Employees shall pay forty cents (40¢) per week times fifty-two (52) weeks = twenty dollars eighty cents (\$20.80) per year to the Steelworkers Humanity Fund and the Employer agrees to make said deductions from each employee's paycheque and submit to the Union.

10.29 **ETHNIC EXCHANGE:** The Employer agrees to recognize all non-traditional statutory holidays as they may apply to other religious/ethnic beliefs. It is understood and agreed that such non-traditional statutory holidays will be taken in lieu of traditional statutory holidays.

10.30 **JUSTICE & DIGNITY PROVISION:** An employee whom the Employer suspends or discharges or whom it contends has lost his/her seniority shall be retained at or returned to active work until any grievance contesting such suspension, discharge or break in service question is finally resolved through the grievance and arbitration procedure.

However, the employee may be removed from active work (without pay) until the resolution of the grievance protesting the suspension or discharge of his/her alleged cause for suspension, discharge or termination presents a danger to the safety of employees or equipment due to fighting, theft, concerted refusal to perform their assigned tasks or work.

Grievances involving employees who are retained at work under this provision will be handled in the expedited arbitration procedure unless the Union representative and Employer representative mutually agree otherwise. If the

Arbitrator upholds the suspension or discharge or break in service under the Collective Agreement of an employee retained at work, the penalty shall be instituted after receipt of the arbitration decision.

10.31 **CONFIDENTIAL SECRETARY** The Employer agrees to advise employees as to who will relieve the Confidential Secretary during her absences.

10.32 **Joint Labour Management Committee:** The Employer and bargaining unit mutually agree to constitute a Joint Labour Management Committee. The Committee shall consist of Union representatives and Management. The Union Committee shall be elected or appointed from the bargaining unit.

The Joint Labour Management Committee shall meet at least bimonthly or upon request of either party.

Subject matter shall include but is not limited to:

1. Policy/Rules
2. Workload
3. Employee Assistance

10.33 **Education and Training Fund:**

- a) Effective date of ratification, the Employer shall contribute to the Union the sum of five cents (5¢) per hour per employee for each hour worked for education and training of Union members.
- c) The money shall be made payable to Local Union 2952 Education and Training Fund, 7820 Edmonds Street, Burnaby, B.C., V3N 1B8, and shall be remitted by the 15th of each month for the previous month and the Employer shall provide necessary information regarding amounts paid for each employee.

10.34 **LETTERS OF UNDERSTANDING AND MEMORANDUMS:**

- a) **FORM PART OF COLLECTIVE AGREEMENT:** The Employer and the Union agree that any and all Letters of Understanding and Memorandums of Agreement made between the parties shall be considered as part of the Collective Agreement.

- b) **COPIES TO UNION:** The Employer agrees to supply the Union with signed copies of all Letters of Agreement, Memorandums of Agreement, and Appendices which form part of the current Collective Agreement.
- c) **RENEWAL:** All Agreements, Letters of Understanding or Memorandums of Agreement issued prior to the signing of this Collective Agreement, and not renewed, shall become null and void after signing this Collective Agreement.
- d) Renewed Letters of Understanding shall remain in effect during the term of this Agreement.

10.35 **PARKING:** The Employer will provide parking free of charge on the Employer's premises. If the employee prefers, the Employer will provide transit passes.

10.36 **Clothing Allowance:** The Employer withdraws its dress code and is going back to business casual. The Employer will pay to each employee fifty dollars (\$50.00) per quarter for clothing.

ARTICLE 11 – GRIEVANCE PROCEDURE

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

STEP 1: The discussion of any question between employee concerned or his/her Steward and their supervisor or his/her representative.

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

The Employer will answer the written grievance within five (5) days of the completion of Step 2 in writing. Should the Employer's answer be unsatisfactory, the Union will be free to go to arbitration immediately.

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

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

ARTICLE 12 – ARBITRATION

12.01 Where a difference arises between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration.

12.02 Any matter referred to arbitration, as provided in Article 12.01 hereof, shall be submitted to a single arbitrator selected from the following list:

1. Dalton Larson
2. Vince Ready.

12.03 The arbitrator will have the authority to act as a mediator/arbitrator upon application of either party and will hear and determine the difference or allegation, and will issue a decision, and the decision is final and binding upon the parties, and upon any employee affected by it.

12.04 The arbitrators will rotate on each subsequent arbitration, but should anyone be unable to act within thirty (30) calendar days, the arbitrator shall be passed over to the next on the list.

12.05 The arbitrator will have the right to enter any premises where work is being done or has been done by the employee, or in which the Employer carries on business, or where anything is taking place or has taken place concerning any of the differences submitted to the arbitrator and inspect and view any work material, machinery, appliance or article therein, and interrogate any person respecting any such thing or any of such differences.

12.06 If, during the life of this Agreement, one of the arbitrators' names in Article 12.02 hereof withdraws from the list, the parties will appoint a replacement by mutual agreement in writing.

- 12.07 Except where otherwise provided for in this Agreement, each of the parties hereto will bear its own expense with respect to any arbitration proceedings. The parties hereto will bear jointly the expenses of the arbitrator on an equal basis.
- 12.08 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the grievance procedure.
- 12.09 The arbitrator will have jurisdiction and authority to interpret and apply the provisions of this agreement insofar as it may be necessary for the determination of a grievance referred to it, but will not have the jurisdiction and authority to alter or amend any of the provisions of this agreement.
- 12.10 A claim by an employee that the employee has been unjustly discharged, suspended or laid off may be settled by confirming the Employer's decision in discharging, suspending or laying off the employee, or by reinstating the employee with such compensation, either full or partial or such other settlement as may be agreed upon by the conferring parties or determined by the arbitrator, as the case may be.
- 12.11 **EXPEDITED ARBITRATION:** Expedited arbitration may be proposed by the Union or the Employer after the grievance procedure has been fully exhausted. Within seven (7) days of referral to expedited arbitration, either party must respond as to their decision to proceed to expedited arbitration or arbitration under Articles 12.01 or 12.02. However, if both parties agree, then a dispute may go directly to expedited arbitration.
- a) Access to the expedited arbitration procedure shall be limited to discharge cases and other cases provided expedited arbitration is invoked within forty-five (45) days of the grievance being filed.
 - b) Within seven (7) days of being referred to expedited arbitration, an attempt to mediate the dispute shall be made.
 - c) If mediation should fail, an expedited arbitration shall be held no less than ninety (90) days after referral to expedited arbitration.
 - d) A final and binding decision will be handed down within twenty (20) days of the expedited arbitration case being held.

- e) Within sixty (60) days of ratification, the Employer and Union shall develop a list of arbitrators that are agreeable to both parties.
- f) Matters not referred to expedited arbitration may be referred by either party to the regular arbitration procedure as contained in Section 12 and all arbitrations referred must be held within ninety (90) days of referral to arbitration and a decision must be rendered within twenty (20) days of the arbitration being presented.

ARTICLE 13 – HEALTH AND WELFARE

13.01 MEDICAL INSURANCE:

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

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

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

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

13.02 EXTENDED HEALTH BENEFITS:

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

The benefits described in the C. U. & C. Group 3519 Benefit Plan booklet and covering memo distributed April 26, 1995, shall be the minimum benefits supplied.

The Employer will ensure that all employees are provided with updated benefit plan booklets for Weekly Indemnity, Short and Long Term Disability, Dental and any other plans that may be useful to the employee(s) to understand their benefits.

Benefits include ambulance service, hospital co-insurance, special nursing, physiotherapy and chiropracty (with limitations). In addition to the benefits

outlined above, an extended individual financial limit of twenty-five thousand dollars (\$25,000.00) and a special rider covering psychologist visits shall be provided. The Employer also agrees to cover the de-listed drugs and nicotine patches if such plan is available.

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

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

13.03 HEARING AID, EYEGLASS AND PRESCRIPTION PLAN:

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

The Employer shall provide the following benefits:

1. Prepaid Drug Plan with no deductible.
2. Eyeglasses, lenses and frames to a maximum of five hundred and fifty dollars (\$550.00) per members and their dependents every two (2) years.
Laser eye surgery one time cost of up to five hundred and fifty dollars (\$550.00) for employees only.
3. Hearing aids to a maximum of one thousand dollars (\$1,000.00) per ear per person once every four (4) years.
4. The Employer pays the cost for employees to have an eye exam every two (2) years.
5. The Employer to pay one hundred percent (100%) of the costs for flu shots every year for employee(s) who would like the flu shot.
6. Employer to pay full costs for additional medical notes or reports that are required including Medical Restriction reports that are required for compliance with Duty to Accommodate provisions.

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

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

13.04 **LIFE INSURANCE:**

PREMIUMS: The Employer will pay 100% of the premium for life insurance which shall equal to three (3) times the annual salary of the employee. Eligible dependents are spouse or common-law-spouse and unmarried children under the age of twenty-one (21) or older if in full-time attendance at an educational institution. Dependent life insurance policy (included) shall be five thousand dollars (\$5,000.00) for spouse and two thousand five hundred dollars (\$2,500.00) for each child.

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

Upon retirement, a five thousand dollar (\$5,000.00) life insurance policy for employee will be provided. Dependent life insurance for spouses reduced to two thousand five hundred dollars (\$2,500.00); dependent life insurance for children terminates, A. D. and D. coverage terminates.

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

Enrolment required. Coverage effective first (1st) day of month following completion of three (3) months service.

13.05 **SUPPLEMENTARY LIFE INSURANCE:**

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

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

13.06 WEEKLY INDEMNITY:

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

The benefits described in the U.F.C.W. Group Benefit Plan booklet effective June 1, 1991, shall be the minimum benefits supplied.

The Employer shall provide weekly indemnity benefits.

Coverage shall be eighty percent (80%) of weekly earnings to a maximum of one thousand dollars (\$1,000.00) per week. Weekly indemnity benefits shall be paid commencing on:

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

Where an employee confirms with their physician that they will be off for a longer period of time after day surgery, the employee's Weekly Indemnity will start on the day of the surgery even if there is no overnight stay at the hospital. (This will include any employee(s) who have already informed the employer of the scenario above prior to ratification).

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

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

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

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

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

13.07 LONG-TERM DISABILITY:

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

The benefits described in the U.F.C.W. Group Benefit Plan booklet effective June 1, 1991, shall be the minimum benefits supplied.

The Employer shall provide long-term disability benefits. Coverage commences fifty-two (52) weeks after absence began, i.e., after weekly indemnity is used up. Coverage is equal to eighty percent (80%) of employee's salary to a maximum of four thousand five hundred dollars (\$4,500.00) per month.

Maximum benefit period is to age sixty-five (65) or retirement. The long-term disability plan shall contain a provision for cost of living adjustment (defined in booklet).

13.08 ACCUMULATED SICK LEAVE: Accumulated sick leave will be one half day per month. Note that one half day of employment is deemed to be three and one half (3½) hours or four (4) hours.

All paid time off such as statutory holidays, vacations, sickness or accident, accumulated time off, etc., will be counted for the purposes of determining a full month of employment. Sick leave must be used during the first three (3) days of absence due to sickness or non-occupational accident and may be used to make up difference between weekly indemnity, or Workers' Compensation benefits and 100% of salary.

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

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

Employees who have a sick leave credit balance in excess of twelve (12) days (eighty-four (84) hours) or (ninety-six (96) hours), as of December 31st, 1987, and on each December 31st thereafter, shall receive a cash payout to a maximum of six (6) unused sick leave days (forty-two (42) hours) or (forty-eight (48) hours), provided no employee's sick leave bank shall fall below twelve (12) days (eighty-four (84) hours) or (ninety-six (96) hours), as a result of a cash payout. Eligible employees shall receive a cash payout prior to January 31st of each year.

- 13.10 **RETURN TO WORK AFTER ILLNESS:** After absence due to illness or injury, the employee must be returned to his or her job when capable of performing his or her duties.
- 13.11 Time spent on Paid Sick Leave, Weekly Indemnity, Long-Term Disability, Workers' Compensation, Paid Holidays (Statutory Holidays), Vacations, Accumulated Time Off and Union Leave of Absence (to a maximum of six (6) months) will be considered actual hours worked for all benefits in Article 13 - Health and Welfare.
- 13.12 **WORKERS' COMPENSATION SUPPLEMENT:** Where a regular full-time employee is qualified for Workers' Compensation, the Employer shall make up the difference between the employee's regular straight time earnings at his or her regular hourly rate of pay and what he or she receives from the Workers' Compensation Board for the first three (3) scheduled working days of absence from the job. This is to be taken out of the sick leave credits of the employee if such credits exist. Otherwise, the Employer shall pay this amount. Thereafter, the Employer shall make up the difference between seventy-five percent (75%) of the employee's straight time earnings based on his or her regular hourly rate of pay and what he or she receives from the Workers' Compensation Board for a period of up to thirteen (13) weeks from the first day of absence due to injury on the job.

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

- 13.13 **MAINTENANCE OF BENEFITS:** The Employer agrees to maintain the full cost of Health and Welfare premiums when an employee is absent on weekly indemnity, long-term disability, Workers' Compensation or on sick leave. The employee shall reimburse the Employer for the employee portion of such payments upon his return to work or, if unable to return to work, within such reasonable time as agreed between the Employer and the employee.

The Employer shall promptly notify employees in writing when the employee qualifies or disqualifies for a benefit.

ARTICLE 14 – DENTAL PLAN

- 14.01 The benefits described in the UFCW Dental Plan Brochure effective April 1994 shall be the minimum benefit supplied. The Employer agrees to make contributions to the UFCW Dental Plan of thirty-six cents (36¢) per hour for each straight time hour of actual work by all employees within the bargaining unit of the Collective Agreement. Such contributions shall not exceed fourteen dollars forty cents (\$14.40) per week for any one employee. If it is determined by actuarial advice that different contributions are required to maintain benefits under the Plan, then the contributions shall be changed in amounts and on dates determined by such actuarial advice.
- 14.02 Paid vacations, statutory holidays, paid sick leave and absence while on weekly indemnity, long-term disability, workers' compensation, jury and witness duty,

bereavement leave and A.T.O. shall be considered as actual time worked with regard to dental credits.

- 14.03 Contributions, along with a list of employees for whom they have been made and the amount of the weekly contributions for each employee, shall be forwarded by the Employer to the Trust Company or financial institution, and subsequently to the Dental Plan as established not later than twenty-one (21) days after the close of the Employer's four or five week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated herein.
- 14.04 It is agreed that in the event the Government of Canada or the Province of British Columbia provide a non-contributory dental care plan with similar benefits, the Employer's obligations to continue contributions to the Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Dental Plan and the Employer's contributions in respect to the cost of these benefits shall cease.
- 14.05 The orthodontic limit shall be \$2,250.00. Eligible dependents who have not exceeded the \$2,250.00 maximum for orthodontics will have that maximum increased to \$3,000.00.
- 14.06 All improvements to the UFCW Dental Plan shall apply to the O & T Unit.

ARTICLE 15 – PENSION PLAN

- 15.01 Retail Clerks Industry Pension Plan – see Appendix B
- 15.02 a) The Employer shall make available to all permanent employees of the bargaining unit the UFCW International Retirement Plan for employees. Participation shall be on a voluntary basis. Participating employees shall contribute 5% of salary, payable for a maximum of 20 years. Normal retirement age is 55. Refer to Plan booklet for details.
- b) Employees on pregnancy leave will have the option of paying the employee pension contribution by post-dated monthly cheque. The Employer will hold in trust.

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

- Dental, M.S.P., E.H.B. and H.E.P. coverage will be continued with premiums to be paid one hundred percent (100%) by the Employer.
- Option to convert the Life Insurance Policy to a five thousand dollar (\$5,000.00) policy for the member and two thousand five hundred dollars (\$2,500.00) for the dependent spouse. Premium is retiring employee's responsibility. A. D. and D. Life Insurance terminates.
- Supplementary Life Insurance policy will be continued with premium paid one hundred percent (100%) by the Employer.
- Unused sick leave, A.T.O. and holidays will be paid out at current rate of pay.
- Retirement Bonus of five (5) weeks salary.

ARTICLE 16 – LEAVE OF ABSENCE WITHOUT PAY

16.01 **LEAVE FOR PERSONAL REASONS:**

- a) An employee may be allowed a leave of absence without pay for up to one (1) year but not in conjunction with other leaves for personal reasons if:
 - (i) he/she requests it from the Employer in writing, and
 - (ii) the leave is for a good reason and does not interfere with the Employer's operations.

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

- b) A leave of absence may be extended up to an additional thirty (30) calendar days if there is a good reason and the Employer and the Union committee agree to it. The employee must request the extension in writing before his first leave period has terminated.

- c) The Union will be notified of all leaves granted under this Section.
- d) All benefits will be maintained for leave of absence granted under this section.

16.02 LEAVE TO ATTEND UNION GATHERINGS:

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

16.03 a) The Employer agrees to recognize and deal with a Negotiating Committee of not more than two (2) employees, who will be regular employees of the Employer, along with representatives of the International Union.

- b) The Negotiating Committee is a separate entity from other committees, and will deal only with such matters as are properly the subject matter of negotiations, including proposals for the renewal or modification of this Agreement.

16.04 **LEAVE FOR UNION BUSINESS:** The Employer shall grant to an employee (who is an elected official of U.S.W.A.) a leave of absence of not more than three (3) years to work in an official capacity for the Local or International Union. The employee must request the leave in writing and the Union must approve it. This leave shall be extended for additional three (3) year periods upon request. One month notice in writing must be given prior to requesting this leave.

The Employer shall grant an employee (who is appointed to U.S.W.A. staff) a leave of absence of not more than one (1) year to work for in an official capacity for the Local or International Union. The employee must request the leave in writing and the Union must approve it. One month notice in writing must be given prior to requesting this leave.

Not more than one (1) employee may be on leave under this Section at any one time.

16.05 **EDUCATIONAL LEAVE**: Employees with four (4) years or more of continuous service with the Employer shall be entitled to an educational leave of absence for up to one (1) year without gain or loss of seniority as of the time the employee leaves.

The following terms and conditions shall apply to such leaves:

- a) One (1) employee at any one time shall be eligible for educational leave.
- b) Application for leave shall be in writing.
- c) Seniority shall be the determining factor in scheduling of leave.
- d) Such leave will be granted on a onetime only basis per employee.
- e) The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case.
- f) While on leave the employee shall not take employment with another Employer.
- g) It is understood a person on leave could be offered minimal part-time work with the Employer without seniority or rights to such work for the duration of the leave.
- h) The period of time on leave will not count towards time worked for vacation entitlement.
- i) One (1) month's notice of return to work must be given to the Employer unless a return date has been established prior to leaving.
- j) During the period of such leave the employee will be allowed to self pay their pre-leave benefit status for M.S.P., E.H.B., H.E.P., and Life Insurance in advance by quarterly installments.

16.06 The Employer agrees to grant paid time to employees acting as Shop Steward to investigate and present grievances or safety complaints.

The Employer further agrees that there will be no undue interference when Shop Stewards are acting in their capacity as representatives of the employee. The Union agrees that all such paid time will be restricted to a reasonable level. It shall be the Shop Steward's responsibility to notify their Supervisor when they are going to be absent from their regular job.

ARTICLE 17 – WAGES

17.01 Wage SCHEDULE:

- a) The job classifications and rates of pay listed in the attached Wage Schedule are agreed upon by both parties and are a part of this Collective Agreement.
- b) The rates set forth in the attached Wage Schedule may not be used in any way for the purpose of reducing the wage rate(s) presently received by an employee(s).
- c) The rates for the classifications set forth in this Agreement, and for any subsequent mutually agreed upon additions thereto, are the agreed upon rates for those classifications, and therefore no employee may perform work within classifications for a rate other than the rate set forth in this Agreement. The refusal of any employee to perform work contrary to the provisions of this Section, shall not constitute grounds for any reprimand or any form of disciplinary action, or dismissal by the Employer.
- d) An employee in the bargaining unit who is called upon to supervise the training and instruction of one or more employees shall be paid a premium supervisory rate of \$2.00 per hour in addition to his/her regular rate of pay.

Training premium to be applicable to all bargaining unit members, including employees who receive a premium (e.g., backup bookkeeper and support staff coordinator.)

An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification, shall be paid at the higher rate for the period so employed, provided the employee has the qualifications necessary and fulfills the duties of the higher job.

- f) **CONFIDENTIAL SECRETARY RELIEF:** It is understood and agreed by the parties that when the Confidential Secretary is absent on vacation, sickness or leave of absence, the employee assigned to relieve the Confidential Secretary shall be paid the Confidential Secretary rate.

It is further agreed by the parties that in order to qualify for the relief rate, the employee relieving must perform the full duties of the Confidential Secretary.

If the duties are split, then each person shall receive fifty percent (50%) of the rate.

- g) **SUPPORT STAFF COORDINATOR** To be paid a premium of five dollars (\$5.00) per hour for all hours worked over the incumbent's applicable wage rate. When the staff coordinator is off on an ATO the replacement coordinator will receive four dollars (\$4.00) per hour for all hours worked. Any time the replacement coordinator's job is longer than one (1) day, the full premium will apply at five dollars (\$5.00) per hour for all hours worked.

Note: The 10% premium will not longer apply to the staff coordinator's job.

- 17.02 a) **NEW OR CHANGED JOB CLASSIFICATION:** If any new job classifications are established, or if there is a significant change in the job content of any job classification(s) set forth in this Wage Schedule, or if any job classification(s) have been overlooked in this Wage Schedule, the parties hereto are agreed to negotiate a rate for the job(s) in question.
- b) If the parties are unable to reach agreement then the dispute will be settled through the grievance and arbitration procedures of this Agreement.

17.03 **CHEQUE ISSUE – NO DELAY:** The Employer will make provisions that there will be no undue delay in issuing cheques on payday.

17.04 The rate or rates of pay and details for overtime hours will be furnished to each employee on his/her pay statement so that the employee can clearly understand how his/her total pay was calculated. Information with respect to A.T.O. and sick leave accumulated hours for the previous month end will be furnished on a

separate statement during the first week of each month. Local 1518 agrees to supply as much detail as possible on pay stubs.

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

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

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

ARTICLE 18 – JOB POSTING

18.01 **JOB OPENINGS (NOT TEMPORARY):** All job openings (not temporary) in the bargaining unit, will be posted on the bulletin board for three (3) working days, prior to outside recruitment.

18.02 **JOB OPENINGS (TEMPORARY):**

a) Job openings in the bargaining unit not subject to posting for three (3) days shall mean:

Those job openings resulting from absences allowed under the terms of this Agreement for:

1. Vacation
2. Authorized leave of absence
3. Absence resulting from an accident or illness
4. Absence on Workers' Compensation

b) All job openings (temporary) shall be filled in accordance with the principles established in 8.01 and 8.02 of the Collective Agreement.

- c) After absence due to vacation, authorized leave of absence, absence resulting from an accident or illness or absence on Workers' Compensation, the returning employee must be returned to his/her or her job.
- d) In the event that an employee is promoted in accordance with the provisions of this Article, on return of absent employee he/she will revert to his/her immediate previous job.

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

- 1 Vacation
- 2 Authorized leave of absence
- 3 Absence resulting from an accident or illness
- 4 Absence on Workers' Compensation

18.04 **SELECTION OF SUCCESSFUL APPLICANT**: Preference will be given to applications from the most senior employees in accordance with the principles established in Section 8.01 and 8.02 of this Agreement.

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

18.06 **RETURN TO FORMER JOB**:

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

18.07 **SUCCESSFUL APPLICANT NOTICE:** The name of the successful applicant will be posted no later than three (3) days after the removal of the job posting notice.

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

18.08 In the event that none of the applicants meet the requirements of the job in relation to Section 8.01 and 8.02 of this Agreement, the Employer may fill the vacancy from any available source.

ARTICLE 19 – TECHNOLOGICAL CHANGE

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

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

19.02 Employees affected by the upgrading or replacement of office equipment or systems shall be given complete training on the new equipment or system as soon as possible. Such training to be given by a fully qualified instructor. Training to take place during regular business hours, otherwise employee shall receive overtime pay for all time after regular workday/week.

ARTICLE 20 – SAVINGS CLAUSE

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

20.02 In the event that any clause or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations

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

ARTICLE 21 – PERSONAL RIGHTS

21.01 NO PERSONAL HARASSMENT:

- (a) **PROHIBITION AGAINST PERSONAL HARASSMENT:** The Employer recognizes the right of all employees to work in an environment which is free of personal harassment. Accordingly the personal harassment of any employee is prohibited.

It is understood and agreed that the definition of personal harassment as outlined herein shall not prohibit the Employer from exercising its right to supervise and direct the workforce.

- (b) **DEFINITION OF PERSONAL HARASSMENT:** Any discriminatory behavior at the workplace which denies an individual their dignity or respect.

Such prohibited discriminatory behavior includes, but is not limited to, any discrimination on the basis of race, national or ethnic origin, colour, citizenship, place of residence, age, sex, sexual preference or orientation, marital status, family status, number of dependants, pregnancy or childbirth, physical or mental disability where the disability does not render the employee incapable of fulfilling his or her employment duties and obligations, political or religious affiliation or beliefs, or membership or activity in any trade union.

- (c) **EMPLOYER OBLIGATIONS:** The Employer must at all times act appropriately to preserve and promote a work environment which is free from personal harassment. Accordingly, the Employer will undertake discipline or other appropriate action against any person who engages in personal harassment in violation of this Article. The Employer may also undertake discipline or other appropriate action against any person who under this Article makes a claim of personal harassment which is determined to be frivolous, vexatious or vindictive in nature. Any such disciplinary or other

action by the Employer with respect to any employee in the bargaining unit must be for “just cause”.

- (d) **EMPLOYEE OBLIGATIONS:** All employees in the bargaining unit must refrain from personal harassment or be subject to discipline or other action by the Employer up to and including discharge. Any such disciplinary or other action by the Employer must be for “just cause”.
- (e) In the event that any employee feels that they have suffered any personal harassment they may, in confidence, make an appointment with the President of Local 1518 to present the complaint.

The Union shall have the right to initiate and to process a grievance on behalf of any bargaining unit employee(s) who allege(s) personal harassment has occurred in violation of this Article. Such grievance(s) shall be initiated at Stage II of the grievance procedure as described in Article 11, 12 of this Agreement in which case the provisions of that Article shall apply.

ARTICLE 22 – DURATION OF AGREEMENT

22.01 This Agreement shall be for a period from and including April 1st, 2008, to and including March 31st, 2013, and from year to year thereafter, subject to the right of either party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, which is March 31st, 2013, or immediately preceding the first day of April in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.

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

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

IN WITNESS WHEREOF the parties have hereto executed this Agreement this _____ day of _____, 2009

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

**UNITED STEELWORKERS
ON BEHALF OF LOCAL
UNION 2952 (O&T UNIT)**

WAGE SCHEDULE

Based on 35 Hour per Week Option

<u>Classification</u>	<u>Increase</u>	<u>Date</u>	<u>Rate Per Hour</u>	<u>Weekly</u>
Secretary	\$1.00	Apr 1/08	\$25.48	\$ 891.18
	\$0.70	Apr 1/09	\$26.18	\$ 916.30
	\$0.70	Apr 1/10	\$26.88	\$ 940.80
	\$0.50	Apr 1/11	\$27.38	\$ 958.30
	\$0.50	Apr 1/12	\$27.88	\$ 975.80
Bookkeeper	\$1.00	Apr 1/08	\$28.76	\$1006.60
	\$0.70	Apr 1/09	\$29.46	\$1031.10
	\$0.70	Apr 1/10	\$30.16	\$1055.60
	\$0.50	Apr 1/11	\$30.66	\$1073.10
	\$0.50	Apr 1/12	\$30.76	\$1090.60

Based on 40 Hour Per Week Option

Secretary	\$1.00	Apr 1/08	\$25.48	\$1019.20
	\$0.70	Mar 28/09	\$26.18	\$1047.20
	\$0.70	Mar 27/10	\$26.88	\$1075.20
	\$0.50	Apr 2/11	\$27.38	\$1095.20
	\$0.50	Apr 1/12	\$27.88	\$1115.20
Bookkeeper	\$1.00	Apr 1/08	\$28.76	\$1150.40
	\$0.70	Mar 28/09	\$29.46	\$1178.40
	\$0.70	Mar 27/10	\$30.16	\$1206.40
	\$0.50	Apr 2/11	\$30.66	\$1226.40
	\$0.50	Apr 1/12	\$31.16	\$1246.40

All wages are retroactive to March 31, 2008. Support Staff Coordinator will only receive the difference between the old 10% premium and the new five dollar (\$5.00) premium.

PROGRESSION RATES

It is understood and agreed between the parties that the following progression rates apply to full-time new hires:

0 – 3 months	80% of top rate
3–6 months	85% of top rate
6–9 months	90% of top rate
9–12 months	95% of top rate
Over 12 months	100% of top rate

LETTER OF UNDERSTANDING #1

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

(Hereinafter referred to as "The Employer")

**And UNITED STEELWORKERS
(On behalf of LOCAL UNION 2952, O & T Unit)**

(Hereinafter referred to as "The Union")

1. **RE: PART-TIME EMPLOYEES:** There will be no loss of full-time positions or reduction of hours of full-time employees as a result of the introduction of part-time positions.

2. **PART-TIME POSITIONS:** Part-time positions available to be a maximum of three (3) or twenty-five percent (25%), whichever is the greater, excluding out-of-town offices, of the full-time work force. There shall be no more than eight hours per week scheduled to support staff working in the offices located outside the Lower Mainland. Benefits for part-time employees to be based on an average of 24 hours per week, including the following benefits, contributions paid 100% by the Employer:
 - a) Dental Plan
 - b) Medical Services Plan of B.C.
 - c) H.E.P. Plan
 - d) Pension Plan
 - e) W.I. – 32 hours per week
 - f) Life Insurance – 32 hours per week

For purposes of entitlement and disentanglement, the conditions set out below will apply:

- a) Employees who average twenty-four (24) hours per week for a three (3) month period will be eligible for all benefits on the first of the month following meeting this requirement. Eligibility verifications will be done each month ending on the last Saturday of the month on a 4, 4, 5 basis, i.e. if an employee had averaged twenty-four (24) hours per week in the three (3) months prior to April 25th, he/she would become eligible for the benefit package on May 1st.
- b) If an employee fails to meet the eligibility test, he/she will continue to be eligible for three (3) months. At that time he/she will be tested again and, if eligible, will continue receiving benefits. If not eligible, will cease receiving benefits. Thereafter, at the end of each month, the employee's eligibility will be tested and, as soon as he/she becomes eligible again, benefits will be reinstated.

- 3. **VACATION ENTITLEMENT:** Vacation time to be as per 7.01 of the Collective Agreement.
- 4. **WAGES:** See attached Progression Scale for Part-time Employees.

PROGRESSION SCALE FOR PART-TIME EMPLOYEES

ACCUMULATED HOURS WORKED

0 - 1,039	75%	of full-time rate
1,040 - 2,079	80%	of full-time rate
2,080 - 2,599	85%	of full-time rate
2,600 - 3,619	90%	of full-time rate
3,620 - 3,999	95%	of full-time rate
Over - 4000	100%	of full-time rate

- 5. **SENIORITY:** Seniority for part-time employees will be from date of hire. Such part-time employees will be laid off by seniority before any full-time employees. Part-time employees will be called to work on a seniority basis. Preference in

available hours of work shall be given to senior employees provided they are available and can perform the work.

6. **STATUTORY HOLIDAYS:** Part-time employees shall be paid as listed below for each of the paid holidays listed in Article 6.

AVERAGE HOURS WORKED	PAY
20 - 24 hours	4 hours pay
24 - 32 hours	6 hours pay
Over 32 hours	8 hours pay

7. Part-time employees who have worked one thousand (1,000) hours in a six (6) month period shall receive all wages and benefits as if they were full-time employees.
8. A part-time employee will lose seniority when:
- a. He/She is terminated for just cause
 - b. He/She voluntarily terminates
 - c. He/She is on layoff for more than six months.
9. Part-time employees, provided they are qualified for the position, shall have the right to apply for any vacant positions of a regular nature providing no regular full-time employee applies for the position and shall be given first consideration over outside candidates, subject to all the conditions of this Agreement.

IN WITNESS WHEREOF the parties have hereto executed this Agreement this _____ day of _____, 2009.

**UNITED FOOD & COMMERCIAL
LOCAL 1518**

**UNITED STEELWORKERS WORKERS,
ON BEHALF OF LOCAL
UNION 2952 (O&T UNIT)**

MEMORANDUM OF AGREEMENT #2

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

(Hereinafter referred to as "The Employer")

**And UNITED STEELWORKERS
(On behalf of LOCAL UNION 2952, O & T Unit)**

(Hereinafter referred to as "The Union")

It is understood and agreed that the position of Confidential Secretary to the President and the position of Office Manager shall not be bargaining unit positions as described in Section 1 of the Collective Bargaining Agreement.

IN WITNESS WHEREOF the parties have hereto executed this Agreement this _____ day of _____, 2009.

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

**UNITED STEELWORKERS OF
AMERICA, ON BEHALF OF LOCAL
UNION 2952 (O&T UNIT)**

MEMORANDUM OF AGREEMENT #3

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

(Hereinafter referred to as "The Employer")

**And UNITED STEELWORKERS
(On behalf of LOCAL UNION 2952, O & T Unit)**

(Hereinafter referred to as "The Union")

RE: RELIEF RATE AND ASSISTANT RATE OF PAY FOR BACKUP BOOKKEEPER

The Union and the Employer mutually agree as follows:

- a) When the backup Bookkeeper relieves the regular Bookkeeper for five (5) consecutive days or more, they shall receive a rate of pay that is comparative in terms of progression to Bookkeeper rate of pay (e.g. 85% of Secretary Classification would be 85% of Bookkeeper rate when relieving).
- b) When the backup Bookkeeper assists the regular Bookkeeper for less than five (5) consecutive days they shall be paid 50% of the difference between the comparable rates on the progression scale (e.g. top rate Secretary \$20.43, top rate Bookkeeper \$23.71, difference is \$3.28 per hour – 50% of \$3.28 is \$1.64 per hour premium for assisting the Bookkeeper).
- c) During 2004/05 negotiations, it was agreed that the present practice was to be maintained.

IN WITNESS WHEREOF the parties have hereto executed this Agreement this _____ day of _____, 2009.

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

**UNITED STEELWORKERS
ON BEHALF OF LOCAL
UNION 2952 (O&T UNIT)**

MEMORANDUM OF AGREEMENT #4

RE: CROSS TRAINING

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

(Hereinafter referred to as "The Employer")

**And UNITED STEELWORKERS
(On behalf of LOCAL UNION 2952, O & T Unit)**

(Hereinafter referred to as "The Union")

U.S.W.A. agrees that U.F.C.W. Local 1518 intends to cross-train all bargaining unit employees. It is understood and agreed that the cross-training programs shall be up to a one (1) year duration for each specific job in the bargaining unit.

The Employer is desirous of implementing a cross-training program that will allow for each and every Support Staff employee to be fully conversant with each job position in the office.

For the purpose of this letter, cross-training shall mean on the job training which will include instruction from the incumbent whose job the trainee is being trained on, followed by a period of hands on experience on the job in order that each employee has a proper opportunity to obtain the required skills.

The parties agree that if a job posting becomes available then the Collective Agreement will apply in selection and no employee will receive advantage as a result of cross training. However, if an employee has been offered cross training and declines then that employee will be restricted from bidding on the job for which they declined cross training. If, in the future, they accept cross training the restriction will be lifted.

The parties agree that no disciplinary notice will be taken against any employee who is unsuccessful at any cross-training assignment.

IN WITNESS WHEREOF the parties have hereto executed this Agreement this

_____ day of _____, 2009.

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

**UNITED STEELWORKERS OF
ON BEHALF OF LOCAL
UNION 2952 (O&T UNIT)**

LETTER OF UNDERSTANDING #5

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

(Hereinafter referred to as "The Employer")

**And UNITED STEELWORKERS
(On behalf of LOCAL UNION 2952, O & T Unit)**

(Hereinafter referred to as "The Union")

EDUCATION AND TRAINING ALLOWANCE

The Employer agrees to provide an Education and Training Allowance to each employee (pro rated for part-time on hours worked).

This allowance shall be paid in the sum of Three Hundred Dollars (\$300.00) on April 1st, July 1st, October 1st, and January 1st, of each year.

IN WITNESS WHEREOF the parties have hereto executed this Agreement this

_____ day of _____, 2009.

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

**UNITED STEELWORKERS
ON BEHALF OF LOCAL
UNION 2952 (O&T UNIT)**

LETTER OF UNDERSTANDING #6

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

(Hereinafter referred to as "The Employer")

**And UNITED STEELWORKERS
(On behalf of LOCAL UNION 2952, O & T Unit)**

(Hereinafter referred to as "The Union")

RE: CAROLYNN DIGUISTINI

On an incumbent only basis, Carolynn will have the option of returning to the bargaining unit without loss of any benefit provided that such return does not cause the reduction in the hours of work of any bargaining unit member (Full time and/or Part time employees). Carolyn's seniority with the employer from date of hire will apply for all purposes except job postings, lay-off and choice of vacations. In the case of job postings, lay-offs and choice of vacation, seniority will apply from the date of return to the bargaining unit. Wage rates will reflect the top rate Secretary Wage rate as outlined in the Wage Schedule of the Agreement.

IN WITNESS WHEREOF the parties have hereto executed this Agreement this

_____ day of _____, 2009.

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

**UNITED STEELWORKERS
ON BEHALF OF LOCAL
UNION 2952 (O&T UNIT)**

LETTER OF UNDERSTANDING #7

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

(Hereinafter referred to as "The Employer")

**And UNITED STEELWORKERS
(On behalf of LOCAL UNION 2952, O & T Unit)**

(Hereinafter referred to as "The Union")

LONG SERVICE EMPLOYEES

Effective June 1, 2005, a 2% wage increase will be applied to the wage rates of those employees who reach 20 years of service in the UFCW International Pension Plan for Canadian Employees on or after that date – provided that the Pension Plan for Canadian Employees continues to require these employees to contribute to the plan after twenty (20) years of service.

IN WITNESS WHEREOF the parties have hereto executed this Agreement this

_____ day of _____, 2009.

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

**UNITED STEELWORKERS
ON BEHALF OF LOCAL
UNION 2952 (O&T UNIT)**

APPENDIX B

RE: PENSION – DECEMBER 2, 1998

The parties agree to the following terms and conditions as full and final settlement of the participation of the employees in the former Retail Clerks Industry Pension Plan (RCIPP) and the United Food and Commercial Workers Pension Plan (UFCWPP), its successor; as follows:

1. The employer agrees to pay an actuarial value of \$45.00 x years of service, less amount of benefit payable in respect of credited service from the UFCWPP, upon retirement, or over a period of three (3) years.
2.
 - a) The employer agrees to pay each eligible employee, within thirty days, a lump sum equal to the employer contribution that would have been paid under the RCIPP at the rate of 88 cents per hour for the years 1996 and 1997.
 - b) Further, the employer agrees to pay an actuarially calculated amount equal to the difference between the standard benefit of \$41.00 x years of service and \$45.00 x years of service for the years 1996 and 1997. Years of service will be credited service the employee would have earned in 1996 and 1997 had he/she remained a member of the RCIPP. The employer will pay this amount in three equal lump sums in December of the next three years, beginning no later than December 31, 1998.
3. Beginning January 1, 1999, included on the employees' regular paycheque and on a regular weekly pay period basis thereafter, the employer agrees to pay each eligible employee of the employer 3%, 4%, 5%, 6% of the Produce Manager's top rate as established in the present Canada Safeway Industry agreement on the same dates as established in that agreement. For the year 1998 there will be a lump sum equal to 3% of the Produce Manager's top rate.
4. The parties agree that these undertakings as described above and resulting rules will be drafted by the actuaries of the UFCWPP and appended to the CBA and form part of that agreement.

5. As per Item 3 above, the 6% rate will be as follows:

April 1, 2003	\$1.45
March 28, 2004	\$1.47
March 27, 2005	\$1.50
April 2, 2006	\$1.52
April 1, 2007	\$1.54

IN WITNESS WHEREOF the parties have hereto executed this Agreement this _____ day of _____, 2009.

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

**UNITED STEELWORKERS
ON BEHALF OF LOCAL
UNION 2952 (O&T UNIT)**

