



MEMORANDUM OF AGREEMENT

VERSACOLD THIRD PARTY LOGISTICS SURREY ULC

November 13, 2015

Errors and Omissions Excepted (E&OE)

Housekeeping – Page 1

Current language in the 2009-2015 collective agreement:

This Collective Bargaining Agreement is entered into this ~~25th day of October, 2009~~ between ~~Atlas Logistics Surrey Inc.~~ ("Company"), located at 2755 190th Street in the Town of Surrey, BC, and United Food & Commercial Workers Local 247 ("Union").

Amend to read:

This Collective Bargaining Agreement is entered into this **1st day of February, 2015** between **Versacold Third Party Logistics Surrey ULC** ("Company"), located at 2755 190th Street in the Town of Surrey, BC, and United Food & Commercial Workers Local 247, **AFL-CIO C.L.C.** ("Union").

Explanation: Updated info re: Employer name change and Union affiliation.

Housekeeping: Article 2 – Union Security and Dues Check-Off

Amend to read:

2.01 It is agreed that all current, new and probationary employees of the Company shall, as a condition of employment, become and remain **active** members ~~in good standing~~ as provided in the Constitution and By-laws of the Union. All current employees who have not already done so, new and probationary employees will be required to sign an application for membership and authorization for check off of dues and initiation fee, supplied by the Union to the Company.

2.03 The Employer agrees to deduct from the wages of each employee, initiation fees, Union dues, and assessments that are authorized by a regular and proper vote of the membership of the Union. It is the responsibility of the employee to maintain **active** membership ~~in good standing~~ as outlined in the International Constitution and the Local Union Policy. The Employer further agrees, automatically, to deduct Union dues from the wages of new employees

Explanation: Industry standard. Consistent with the UFCW International Constitution.

Housekeeping: Article 7 – Seniority

Amend to read:

7.03 Employees will be regarded as probationary employees for the first ~~eight hundred and forty hours of their employment.~~ ~~Effective October 1, 2010, the probationary period will be shortened to~~ five hundred twenty (520) hours. Seniority will start from the first date of hire and the employee's name will appear on the seniority list in order of the respective date of hire. During the probationary period new employees may be discharged by the Company due to

unsuitability, at its discretion. Probationary employees shall not be eligible for any fringe benefits unless mandated by law or unless otherwise provided by the specific terms of this Agreement.

Explanation: Housekeeping. Probationary period is now 520 hours for all new hires

Article 7 - Seniority

New Sub-Article

7.05 Training by Seniority

Training shall be offered on the basis of seniority provided the senior employee will be working on the shift where training is required and have the merit, fitness and ability to perform the work. The Employer agrees to act in good faith and further agrees not to discriminate in any manner.

Explanation: Self Explanatory. Improvement to the recognition of seniority when training is needed on preferred functions.

Article 10 – Classifications and Minimum Hourly Rates

Current language in the 2009-2015 collective agreement:

10.01 General Warehouse - The following are the minimum hourly rates of pay for all full-time employees covered by the terms of this Agreement:

Departments: Grocery and Perishables
Classifications: Lift Truck Operator, Selector, Loader

	Oct 1, 2009	Oct 1, 2010	Oct 1, 2011	Oct 1, 2012	Oct 1, 2013	Oct 1, 2014
Start	\$14.00	\$14.00	\$14.00	\$14.25	\$14.50	\$15.00
2080 regular hours	\$15.00	\$15.00	\$15.00	\$15.25	\$15.50	\$16.00
4160 regular hours		\$16.00	\$16.00	\$16.25	\$16.50	\$17.00
6240 regular hours			\$17.00	\$17.25	\$17.50	\$18.00

Amend to read:

**10.01 SURREY- WAREHOUSE WAGE SCHEDULE
GENERAL WAREHOUSE**

Hours	Current	S.F.R	Jan-16	Jan-17	Jan-18	Jan-19
Start	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
520		\$15.25	\$15.25	\$15.25	\$15.25	\$15.25
1040		\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
1560		\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
2080	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
2600		\$16.25	\$16.25	\$16.25	\$16.25	\$16.25
3120		\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
3640		\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
4160	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
4680		\$17.25	\$17.25	\$17.25	\$17.25	\$17.25
5200		\$17.50	\$17.50	\$17.50	\$17.50	\$17.50
5720		\$17.75	\$17.75	\$17.75	\$17.75	\$17.75
6240+	\$18.00	\$18.50	\$19.00	\$19.30	\$19.55	\$19.85

Sunday Following Ratification: active employees in the progression will be provided a class hour credit of 520 hours and more to the equivalent rate on the Sunday Following Ratification Scale (S.F.R). It is understood that all active employees in the progression will receive a maximum of \$0.25 per hour retroactivity on all hours worked to the expiration of the previous collective agreement.

Active FT Employees at end rate Sunday Following Ratification (S.F.R.) will move to \$18.50 per hour and receive \$0.50 per hour retro activity on all hours worked to the expiration of the previous collective agreement.

Explanation: Wage grid updated with full retroactivity for all active employees. Grid is improved for those employees working up to top rate. Thresholds of 520 hours implemented so those employees will be able to access an increase sooner. Previously increases were only at 2080 hours.

Wage improvement to the top of the scale. Employees who are the top of the scale to receive increases annually.

Article 10 – Classifications and Minimum Hourly Rates

Amend to read:

10.03 The Company may, from time to time, introduce, modify, or eliminate an incentive program. Any program would be in addition to the prevailing wage progression scales. ~~If the Company eliminates the incentive program during the life of this Agreement, the Union will have the~~

~~right, within thirty (30) days of the effective date of the incentive plan elimination, to open the Agreement for wage negotiations. If the Union exercises this option, Article 38 – Strikes and Lockouts will be suspended until wage negotiations have been concluded.~~

The Company agrees to continue the Productivity Incentive Plan for the life of the collective agreement.

The Company agrees to continue the Safety Incentive Plan for employees currently eligible for the life of the collective agreement.

Explanation: Company agrees to continue the current Safety and Productivity Incentive plans. Company also agrees that future discussions regarding removing the current Productivity or Safety Incentive Plan will require discussion with the Union and a vote of the membership.

Company's intent to make the language changes are respect to any new incentive programs they may wish to implement in the future.

Article 11 – Part-Time Employees

New Sub-Article

11.06 Part time will not be mandated outside of declared availability.

Explanation: Self Explanatory. Issue raised where part-time employees were being mandated outside of the availability.

Article 12 – Overtime Pay

Amend to read:

12.01 ~~All hours worked in excess of eight (8) or ten (10), as applicable, on a daily basis, or 40 hours a week will be paid at the overtime rate of one and one half (1.5) times the employees regular hourly wage rate. All hours worked in excess of twelve (12) hours in a day will be paid at the overtime rate of two (2) times the employee's regular hourly wage rate.~~

For full-time employees working five (5) eight (8) hour shifts, all time worked in excess of their regularly scheduled work day shall be paid at the rate of one and one-half (1½) times the regular hourly rate of pay for the first two (2) hours' overtime worked, and double (2x) the regular hourly rate for all hours worked in excess of two (2) hours overtime.

For full-time employees working four (4) ten (10) hour shifts, all time worked in excess of their regularly scheduled work day shall be paid at the rate of one and one-half (1½) times the regular hourly rate or pay for the first one (1) hour overtime worked, and double (2x) the regular hourly rate for all hours worked in excess of one (1) hour of overtime.

Provided a full-time employee has worked their regular work week, the first eight (8) hours of work on an extra day will be paid at one and one-half (1½) times the regular hourly rate of pay, and double (2x) the regular hourly rate or pay thereafter.

For Part-time employees, all hours worked in excess of eight (8) or ten (10) hours, as applicable, on a daily basis or forty (40) hours a week will be paid at the overtime rate of one and one half (1½) times the employee's regular hourly wage rate. All hours worked in excess of twelve (12) hours in a day will be paid at the overtime rate of two (2) times the employee's regular hourly wage rate.

Explanation: Improvement to the current language. Employees now able to receive double (2X) after working 2 hours overtime. Previously double (2X) only available after 12 hours.

Improvement for 10 hr shift employees to access double (2X) after 1 hours of overtime.

Significant improvement to overtime calculation during a statutory holiday work week. Example: Previously employee scheduled 8 hour shift Sunday to Thursday. Stat holiday on Monday. Employee working Sunday to Thursday receives one and one half (1½) time on Monday. If called in to work Friday. Hours worked on Friday paid at regular rate. Now, employee will receive one and one half (1½) time for the first 8 hours and double (2X) for any hour after.

Article 13 – Hours and Schedules of Work

Add to end of sub-article:

- 13.05** Employees will receive a paid fifteen (15) minute rest period during the first half of their shift and a second, paid fifteen (15) minute rest period in the second half of their shift. In addition, employees who are scheduled to work daily overtime of at least two (2) hours will receive a third, paid fifteen (15) minute rest period **prior to the commencement of overtime.**

Explanation: Improvement to the language. Clearer rules on when additional paid rest period will be taken.

Article 13 – Hours and Schedules of Work

New Sub-Article

- 13.06** Except in cases of emergency or customer service failure, mandated overtime including estimated duration time must be posted prior to the end of the last scheduled coffee break or minimum two (2) hours before scheduled end of shift.

[Email: Clarification of intent re: 13.06. Company will commit to providing the Shop Steward and Union Representative with detailed explanation on why proper notice was not given.]

Explanation: Self-explanatory. New language which puts the onus on the Company to properly post mandated overtime. The requirement on providing the Union or its Shop Steward information on emergency or customer service failure will provide a stronger avenue for the Union to pursue complaints regarding situations where mandated overtime was required.

Article 13 – Hours and Schedules of Work

New Sub-Article

13.07 Except in cases of emergency. If there are persons brought in for overtime still in building, Company agrees not to mandate time off.

Explanation: Improvement. Currently there is no language in the contract.

Article 13 – Hours and Schedules of Work

New Sub-Article

13.08 Voluntary Time Off (VTO) will be first offered in order of seniority by shift.

Explanation: Improvement. Puts Employee Relations Committee practice into language in the Collective Agreement.

Article 13 – Hours and Schedules of Work

New Sub-Article

13.09 Mandated Time Off (MTO) will be mandated in reverse order of seniority by shift.

Explanation: Improvement. Puts Employee Relations Committee practice into language in the Collective Agreement.

Article 13 – Hours and Schedules of Work

New Sub-Article

13.10 Overtime will be voluntary after employee has worked six (6) shifts or 48 (50) hours.

Explanation: Significant improvement. Now puts language into Collective agreement that will prevent Company from forcing employees to work beyond 6 shifts or 48 (50) hours.

Article 15 – Holiday With Pay Plan

Add Family Day and amend to read:

15.01 Regular, full-time employees will be entitled to the following public holidays with pay.

New Years Day	Family Day	Good Friday
Victoria Day	Canada Day	B.C. Day
Labour Day	Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day	

and all other public holidays proclaimed by the Dominion, or Provincial Governments.

Explanation: Improvement. Puts Family Day onto the list. Puts language in place where future holidays proclaimed by the Dominion or Provincial Government automatically into the Agreement.

Article 16 –Vacation With Pay Plan

Amend to read:

16.01 All regular, full-time employees will be eligible for vacation on their anniversary date of employment according to the following schedule:

Employees with one (1) but less than Five (5) years' seniority	Two (2) weeks' of vacation and 4% of their regular earnings from the prior anniversary year
Employees with five (5) but less than ten (10) years' seniority	Three (3) weeks' of vacation and 6% of their regular earnings from the prior anniversary year
Employees with more than ten (10) years' seniority	Four (4) weeks' of vacation and 8% of their regular earnings from the prior anniversary year
Employees with fifteen (15) or more years' seniority	Five (5) weeks' of vacation and 10% of their regular earnings from the prior anniversary year

Explanation: Improvement. Adds additional week of vacation.

Article 17 – Vacation Scheduling

New Sub-Article

- 17.04** Where a general holiday occurs during an employee’s vacation, an extra day’s vacation with pay shall be granted if the holiday is one which the employee would have received had he/she been working.

Explanation: Important improvement. While we currently understand that the company is doing this, it is important to put the language into the body of the Collective Agreement

Article 18 - Bereavement

Amend to read:

- 18.01** If there is a death in a regular, full-time employee’s immediate family, a reasonable period of unpaid leave will be granted to the employee. Immediate family includes the employee’s spouse, parent, grandparent, siblings, child, grandchild, parent of spouse, son-in-law and daughter-in-law. **All family members listed in this article shall include step-parent, step-child, and step-sibling.**

Explanation: Improvement. Adds step-parent, step-child, and step-sibling entitlements.

Article 20 – Leave of Absence

New Sub-Article

- 20.05** Company agrees to create account for Union Business.

Explanation: Improvement. Self Explanatory. Provides a more accurate and timely method to pay Union Time off.

Article 24 – Benefit Plan

Amend to read:

- 24.03** The Employer agrees to participate in, and contribute to, the UFCW Local 247 Benefit Trust Fund. ~~Effective the Sunday following ratification of the Collective Agreement,~~ The Employer agrees to contribute ~~thirty-eight cents (\$0.38)~~ **forty seven cents (\$0.47)** per hour effective the first full pay period after the date of ratification for all hours paid by the Employer to members of the bargaining unit (hours paid shall include hours worked, vacation, general holidays, sick

days, jury duty, bereavement leave, paid time off for negotiations, etc., up to a maximum of forty (40) hours per week).

Effective the first full pay period of August, 2016 the total contribution shall be forty-nine cents (\$0.49) per hour.

The Employer agrees to sign a "Participation Agreement" and supply any other documents, forms, reports or information required by the Trustees of the UFCW Local 247 Benefit Trust Fund. Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee, and the number of hours worked or paid according to the above shall be forwarded by the Employer within the fifteen (15) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above. Seventeen cents (\$.17) of the contribution provided for above is intended for the purpose of providing such Dental Benefits for eligible employees as determined from time to time, by the Trustees of the Trust Fund pursuant to the terms of the Trust Agreement. The remaining contribution is intended for the purpose of providing other health and welfare benefits such as but not limited to prescription drugs, life insurance, employee assistance program and other benefits as determined by the trustees from time to time. The trustees shall have the authority to allocate any surplus funds from the Dental Plan to the Health & Welfare Plan or from the Health & Welfare Plan to the Dental Plan in order to maintain or improve benefits as they determine appropriate.

Explanation: Important. Improvement to the contribution level the employer pays into the Health and Welfare plan. Currently the plan provides for Dental member and dependent, prescription drugs member, optical member, death benefit member. The increase is required to maintain the current level of benefits members receive.

Article 25 – Safety Shoes and Clothing Allowance

Amend to read:

25.01 ~~Regular, full time employees will be reimbursed up to a maximum of \$125.00 every twenty four (24) months, upon proof of payment, for the cost of CSA approved footwear with ankle protection.~~

In an effort to reduce ankle strain and injuries, all employees shall be required to wear CSA approved footwear with six (6) inch ankle protection.

Commencing January 1, 2016, active employees past probation as of January 1 will receive an annual boot allowance of one hundred dollars (\$100.00). Payments will be made on the first pay period commencing in January.

Explanation: Improvement. Currently the Company pays (replaces) boots up to \$125 every two years. New language will put \$100 every year to help pay for proper safety footwear.

Article 25 – Safety Shoes and Clothing Allowance

No change to existing language. See box below for clarification.

- 25.02** All employees who work in the refrigerated areas of the facility will be provided with a jacket or freezer suit. The Company will replace a jacket or freezer suit upon return of a damaged or worn jacket or suit. Employees are responsible for the proper care and maintenance of Company issued clothing. Lost articles must be replaced at the employee's expense.

Explanation: Company will meet with up to three (3) members of the bargaining unit within thirty (30) days following ratification to discuss options regarding clothing.

Article 33 – Duration of Agreement

Amend expiry date to January 31, 2020 as follows:

- 33.01** This Agreement shall be effective from the **1st day of February, 2015** up to and including the **31st day of January, 2020**. Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Code of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of 90 days before the expiry date of the Agreement. Following such notice to bargain, the parties shall meet within 15 days of the notice or within such further period as the parties mutually agreed upon.
- 33.02** It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this Agreement beyond the expiry date of **31st day of January, 2020**, for any stated period acceptable to the parties and in accordance with the Labour Relations Code.

Explanation: 5 year contract

NEW Letter of Understanding No. 1

Voluntary Time Off (VTO) – will be honoured by department, shift seniority and position (classification) subject to qualified personnel available to perform the work.

Mandated Time Off (MTO) – will be in reverse order of shift seniority subject to qualified personnel.

Overtime (OT) – employees scheduled overtime will go into selector pool on overtime shift and will maintain their seniority. They will be eligible for bump ups, however in the event there is a bump down, they would be bumped down before a regular posted employee. Employees mandated overtime will be scheduled for their regular posted position and maintain their seniority. They will be eligible for bump ups and bump downs as a regularly scheduled shift.

The Company reserves the right to post positional overtime based on the needs of the operation. It is understood that positional overtime is not the first choice only utilized if there are no available qualified personnel available for bump ups. The positional OT shift will be bumped down before a regular posted position.

Explanation: Self Explanatory. Puts the Employee Relations Committee agreed practice into contract as a Letter of Understanding.

NEW Letter of Understanding No. 2 re: Discipline

After the Company is made aware of an incident that could give rise to discipline, they shall have seven (7) days to issue the discipline. If the employee is absent for any type of leave before the Employer can hold a meeting, these days shall not be counted towards the 7 day period.

Explanation: Self Explanatory. Currently the Employee Relations Committee recommended practice. Currently the Employer only does this as it is recommended but does not have to. This puts the practice into a Letter of Understanding giving the Union more ability to enforce.

NEW: Letter of Understanding No. 3 re: Banked Holiday Pay

Full-time employees may bank their holiday pay up to a maximum of forty (40) hours per calendar year in 8 or 10 hour increments as applicable. An employee will notify the employer in writing of their desire to have the public holiday pay banked in the week prior to the applicable public holiday.

An employee may request to have their banked holiday pay paid out under the following scenarios:

- a) At the time they notify the company they will be absent for their shift.
- b) At the time of accepting voluntary time off (VTO) during their shift.
- c) A date scheduled by mutual agreement between the employer and the employee.

Banked holiday pay must be taken before December 1st of the year in which the holiday pay was earned. or the employee shall be paid any outstanding banked holiday pay.

Explanation: No current language in agreement or discussed by the Employee Relations Committee. This is an improvement to assist employees in getting additional time off and a banking system of public holidays.

Employees will have the option to bank or not bank. Those with banked time will then be able to utilize the banked time to be paid when they request a day off.

Current practice of day changes still in effect.