



**UNI-SELECT®**



**Bumper to Bumper®**

CANADA'S PARTS PEOPLE

**COLLECTIVE**

**AGREEMENT**



**May 1, 2024 - April 30, 2027**

**COLLECTIVE AGREEMENT**

**BETWEEN**

**UNI-SELECT INC.  
Coquitlam Distribution Centre**

**AND**

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION  
AFL CIO CLC  
(ON BEHALF OF LOCAL UNION 2009)**

**COQUITLAM DISTRIBUTION CENTRE**

**FROM MAY 1<sup>st</sup>, 2024 TO APRIL 30<sup>th</sup>, 2027**

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## **DATE AND REFERENCE**

This Agreement is dated for reference May 1<sup>st</sup>, 2024 and named for reference Uni-Select Inc.

## **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 Company 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 hereto.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein set forth, the Parties hereto mutually agree as follows:

## **PREAMBULE**

The Parties to the Agreement acknowledge with gratitude that they, and their members, work on the traditional, ancestral, and unceded territory of First Nations who care for and nurture these lands and have from time immemorial. The Parties acknowledge the pervasive and ongoing harms of colonialism faced by Indigenous peoples. These harms include those described in the Truth and Reconciliation Commission's 94 calls to action and the Final Report of the National Inquiry into Missing and Murdered Indigenous Women and Girls' 231 calls to justice.

## **ARTICLE 1 - BARGAINING AGENCY AND RECOGNITION**

- 1.01 The Company recognizes the Union as the sole and exclusive bargaining agency for its Employees, as described in the current Certification issued by the Labour Relations Board, for the purpose of collective bargaining with respect to rates of pay, hours of employment and other conditions of employment.
- 1.02 All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit, except for the following personnel and circumstances:
- (a) Supervisory Employees will continue to work in the bargaining unit as they currently do, providing no Employee is on layoff or will be laid off as a result of such work being performed. The work will be performed in a reasonable time and will occur in an emergency situation.
- After informing on-site Union Representative(s), a supervisory Employee may perform work deemed as necessary in the warehouse as follows:
- (i) Any work involving the daily operational planning and preparation(s) of Bargaining Unit Members and assignments in all Departments.
- (ii) Any internal projects that are related to the physical re-labelling, reboxing, re-organization and inventory corrections. However, any movement of physical inventory will be completed by Bargaining Unit Members.
- (b) For physical inventory counts, and/or cycle counting (in the event of an emergency), the Company may use as many people as necessary other than members of the Union provided no Union members are replaced or on lay-off.
- (c) The Union recognizes that the Company may periodically require the use of sales representatives to manage their product lines by re-labelling, re-boxing, re-packaging and

parts identification, along with work performed in the Returns Department. Although such work shall not include the picking and/or shelving of customer or supplier orders, movement of product and related materials in managing their applicable product lines may be completed as required in conjunction with a Bargaining Unit Member.

- (d) The Company may call upon sales representatives to revamp their respective product lines once per calendar year for each applicable product line they manage in conjunction with a Bargaining Unit Member providing no Employee is on layoff or will be laid off as a result of such work being performed.

- 1.03 The term "emergency" as used in and for the purpose of this Agreement shall mean any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgement, have been foreseen.

## **ARTICLE 2 - DEFINITION OF EMPLOYEE**

- 2.01 The term "Employee" as used in and for the purpose of this Agreement shall include those Employees that constitute the appropriate unit of the Collective Agreement as described in the Certification dated November 28<sup>th</sup> 1997 issued by the Labour Relations Board of British Columbia.
- 2.02 Both Parties agree that gender language will be changed from he/she, him/her to they/them throughout the Collective Agreement.

## **ARTICLE 3 - MANAGEMENT**

- 3.01 The Union recognizes that the Company, according to its responsibilities as stipulated in this Agreement, has the sole right to:
  - (a) Administer and manage the operations of its business; modify or cease operations when necessary;
  - (b) Adopt and apply necessary reasonable rules concerning safety, work, discipline and protection of the Employees and the equipment;
  - (c) Determine the products to be handled, the methods of operations, the tools to use and their location, fabricating and assembling procedures in every aspect and the control of the use of all necessary materials;
  - (d) Hire, transfer, promote, demote, layoff, re-call after a layoff, discipline or discharge Employees for just cause;
  - (e) Manage any other business of the Company;
  - (f) Provided however, that the Company agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

## **ARTICLE 4 – UNION SECURITY AND REPRESENTATION PROVISIONS**

### **4.01 MEMBERSHIP**

The Company agrees that all Employees covered under this Agreement, and all new Employees hired subsequent to the effective date of this Agreement shall, as a condition of their hiring or continued employment:

- (a) authorize the Company in writing to deduct union dues and initiation fees from their pay. The Union will provide a *Check-off Authorization* to the Company for this purpose, the "copy" portion of which is to be mailed by the Company to the servicing staff office of the United Steelworkers at #202 – 9292 – 200<sup>th</sup> Street, Langley, B.C. V1M 3A6.
- (b) become members of the Union from their effective date of hire, and remain members of the Union in good standing.
- (c) complete and sign a Union Death Benefit card provided by the Union to the Company for such purpose, which will be mailed to the servicing staff office with the Union portion of the Check-off Authorization as per Article 4.01 (a).
- (d) All new Employees will meet with a member of the Union Committee on their first day of hire, during work time for Union Orientation.

#### 4.02 **CHECK-OFF: PROCESS AND PROCEDURES**

- (a) The Company shall deduct from the pay of each member of the bargaining unit, commencing the first hour worked, an amount equivalent to the initiation fees, the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- (c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

United Steelworkers  
P.O. Box 9083  
Commerce Court Postal Station  
Toronto, Ontario, Canada  
M5L 1K1

- (d) The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month), as well as a statement showing the names of each Employee from whose pay deductions have been made and the total deducted for the month. Such statements shall also list the names of the Employees from whom no deductions have been made and the reason why, ie. W.C.B., W.I., laid off, etc.
- (e) A duplicate R115 Form and Employee deduction statement as in (d) above shall be forwarded by email to: [office@usw2009.ca](mailto:office@usw2009.ca)
- (f) The Company agrees to print the amount of total deductions paid by each Employee for the previous calendar year on their annual statement of Remuneration (T4 Slip).
- (g) The Union agrees to indemnify and save the Company harmless against all claims or other forms of liability that may arise out of, or by reason of deductions made or payments in accordance with this Article.

- 4.03 **EDUCATION AND TRAINING FUND** - Effective date of ratification the Company shall contribute to the Union the sum of four cents (\$.04) per hour per Employee for each hour worked for education and training of Union members.

The money shall be made payable to Local Union 2009 Education and Training Fund, #202 – 9292-200<sup>th</sup> Street, Langley, B.C. V1M 3A6 and shall be remitted by the 15<sup>th</sup> of each month for the previous month and the Company shall provide the necessary information regarding amounts paid for each employee.

- 4.04 **HUMANITY FUND** – For the purpose of international aid and development, the Company agrees to deduct twenty dollars (\$20.00) from each Full-Time Employee on the first pay period of October each year and to forward such payment to:

United Steelworkers Humanity Fund  
234 Eglinton Avenue E., 7<sup>th</sup> Floor  
Toronto, Ontario  
M4P 1K7

and to advise the Local Union that such payment has been made, the amount of such payment and the names of all Employees in the bargaining unit on whose behalf such payment has been made.

It is agreed that the total for each Employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund": R119172278RR0001.

4.05 **UNION REPRESENTATION**

- (a) The Company acknowledges the right of the Union to appoint or otherwise select Stewards for the purpose of representing Employees in the handling of complaints and grievances.
- (b) The Company agrees to recognize Stewards, as provided in writing from the Union.
- (c) The Company will be notified by the Union of the names of the Stewards and any changes made thereto.
- (d) The Company agrees to recognize and deal with a Union Grievance Committee consisting of not more than two (2) representatives from the Unit President and/or Steward list.
- (e) When the legitimate business of a Unit President, Grievance Committee Member, Steward or Occupational Health & Safety Committee Member requires such Employees to leave their department, the Employee will first receive permission from their Manager. Such permission shall not be unreasonably withheld.
- (f) The Company agrees that Unit President, Stewards, Grievance Committee Members and Safety Committee Members will not suffer loss of pay for time spent in the handling of grievances and any legitimate Union business. All such hours shall be counted as time worked.

4.06 **NEGOTIATING COMMITTEE**

- (a) The Company agrees to recognize and deal with a Negotiating Committee of not more than two (2) Employees, who will be **Full Time or Part Time** Employees of the Company, along with representatives of the International Union.

- (b) The Company agrees to allow members of the Negotiating Committee the time off work without loss of pay for the purpose of meeting with the Company in the negotiation of the renewal or modification of this Agreement.
- 4.07 **UNION ACCESS TO WAREHOUSE-** Representatives of the Union will have access to the Company's premises by obtaining the permission of the Company's management. Such permission will not be unreasonably withheld.
- 4.08 **BULLETIN BOARD-** the Union will have the exclusive use of one (1) Bulletin Board on the Premises of the Company and provided by the Company for the purposes 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 Stewards of the warehouse.
- 4.09 **CONSULTING WITH UNION-** The Company agrees to inform the Stewards or Union Representatives, prior to discharging, suspending, laying off, transferring, promoting or demoting any Employee.

## **ARTICLE 5 - HOURS OF WORK**

- 5.01 (a) The normal work week shall be forty (40) hours, four or five (5) consecutive days, Monday to Saturday, except in the case of Part Time schedules, which may not consist of consecutive days. A maximum of five Full Time Employees would be scheduled for a shift from Tuesday to Saturday and these positions will be posted and assigned by seniority, Statutory Holidays falling on Mondays will be observed on Tuesdays.
- (b) The day shift will consist of an eight and one half (8 1/2) hour shift between seven a.m. (7:00 a.m.) and seven p.m. (7:00 p.m.). There will be one half hour unpaid lunch and two (2) fifteen (15) minute paid rest periods. The starting times shall be the same time on all five (5) days, and shift start times shall be awarded by preference, based on seniority. The shift schedule shall be for a minimum of one (1) month unless changed by mutual agreement. For shifts less than eight (8) hours, break time entitlement will be as follows:

Examples	*Paid Hours	Paid Breaks	Unpaid Breaks
8 :00 a.m. – 12 :00 p.m.	4 hours	1 X 15 Min.	N / A
8 :00 a.m. – 1 :30 p.m.	5 hours	1 X 15 Min.	1 X 30 Min.
8 :00 a.m. – 2 :30 p.m.	6 hours	1 X 15 Min.	1 X 30 Min.
8 :00 a.m. – 3 :30 p.m.	7 hours	2 X 15 Min.	1 X 30 Min.
8 :00 a.m. – 4 :30 p.m.	8 hours	2 X 15 Min.	1 X 30 Min.

\*(Paid Hours include Paid Breaks)

- (c) The afternoon shift will consist of an eight (8) hour shift between two p.m. (2:00 p.m.) and ten p.m. (10:00 p.m.). There will be one half hour paid lunch and two (2) fifteen (15) minute paid rest periods. The starting times shall be the same time on all five (5) days. The shift schedule shall be for a minimum of one (1) month unless changed by mutual agreement.
- (d) The ten (10) hour shift will consist of ten and one-half (10 1/2) hour shift between seven (7) a.m. and seven (7) p.m. There will be one-half (1/2) hour unpaid lunch and two (2) fifteen (15) minute paid rest periods. The shift schedule shall be Monday through Thursday and shift start times shall be awarded by preference, based on seniority. The shift schedule shall be for a minimum of one (1) month unless changed by mutual agreement. For



Employees who are on the ten (10) hour shift schedule, all references in this Collective Agreement to a day shall be understood to be a ten (10) hour day. This shall include holidays and vacations.

- (e) Work schedules may be adopted outside the parameters in Article 5.01 upon mutual agreement between the Company and the Union.

5.02 (a) The Company agrees that if it becomes necessary to work overtime such overtime will be performed on a voluntary basis and offered first to the Full Time Employees in order of seniority, provided (in the event of unscheduled overtime) that they are immediately available and that they possess the qualifications, experience, skills, and ability to efficiently perform the required work without training. If there are not enough volunteers amongst the Full Time Employees, the Company will offer it to the Part Time Employees in order of seniority, provided (in the event of unscheduled overtime) that they are immediately available and that they possess the qualifications, experience, skills, and ability to efficiently perform the required work without training. If there are still not enough volunteers to perform the overtime work, in situations where overtime is required and it is not possible to assign the work to Agency Workers, the Company reserves the right to assign overtime on a reverse seniority basis to the most junior Full Time Employees first, who (in the event of unscheduled overtime) are immediately available to perform the overtime work and who possess the qualifications, experience, skills, and ability to efficiently perform the required work without training. All forced overtime will be paid at double time rate.

- (b) Overtime shall be distributed as equitably as possible on the basis of seniority.

- (c) The Company shall post a list of the previous weeks overtime activity on the workplace bulletin board. After the posting of the previous weeks overtime activity, the Steward and the Supervisor shall discuss the overtime in the preceding week and attempt to resolve any inequities which may have occurred.

#### 5.03 **OVERTIME**

- (a) Any hours worked in excess of eight (8) hours and up to twelve (12) hours in any day during the normal work week shall be paid for at the rate of time and one half. Any hours worked in excess of twelve (12) hours, shall be paid for at the rate of double time.

- (b) Any hours worked before and over the normal hours of work, shall be considered as overtime and be paid at the appropriate rate.

Any hours worked in excess of forty-eight (48) hours in any week, will be paid for the rate of double time.

An Employee required to work past the regular work day shall be entitled to one (1) fifteen (15) minute rest period after the first hour of overtime, provided they are scheduled to work for more than one hour of overtime.

5.04 All time worked on the sixth day shall be paid at the rate of time and one half and all hours worked on Sunday shall be paid at the rate of double time. Employees who have been credited with a minimum of forty (40) paid hours during the regular work week will be eligible for this overtime benefit. For Full Time Employees scheduled from Tuesday to Saturday, all time worked on Sunday shall be paid at the rate of double time while hours worked on Monday will be paid at the rate of time and one half.

- 5.05 Full Time Employees shall be entitled to bank overtime up to eighty (80) hours per reference year and without replenishment, in lieu of overtime pay for future time off. Overtime shall be banked at the Employee's regular straight time hourly rate, hour for hour, and time off will be taken as mutually agreed to between the Employee and the Company. The overtime premium will be paid in accordance with Article 5.03, on the Employee's next pay. Banking period shall be May 1<sup>st</sup> to April 30<sup>th</sup> of each year.

Part-time Employees shall be entitled to bank overtime up to forty (40) hours per reference year and without replenishment, in lieu of overtime pay for future time off. Overtime shall be banked at the Employee's regular straight time hourly rate, hour for hour, and time off will be taken as mutually agreed to between the Employee and the Company. The overtime premium will be paid in accordance with Article 5.03, on the Employee's next pay. Banking period shall be May 1<sup>st</sup> to April 30<sup>th</sup> of each year.

Employees' banked time shall be deemed time worked and Employees who are granted banked time off will be entitled to overtime as per Article 5.03.

Banked time not used shall be paid out on the first pay period of June of each year.

- 5.06 **OVERTIME MEAL** - Employees requested to work more than four (4) hours overtime after completion of their regular shift, will be given one-half (1/2) hour on Company time to eat their lunch and will be given \$15.00 meal money if the overtime request is made on the same day.
- 5.07 **OVERTIME - WHERE SHIFT PREMIUM PAID** - If overtime is worked in any job where a shift premium and/or any other premiums are paid, the premiums shall be included in the rate for the calculation of overtime.
- 5.08 **REST BETWEEN SHIFTS** - Employees will have eight (8) hours rest between shifts. In the event an Employee is recalled to work before such eight (8) hours elapse, the Employee will be considered as still working on their previous shift and will be paid the appropriate premium and overtime rates for the hours worked.
- 5.09 **GUARANTEED DAY** - Any Employee reporting for work at the start of the Employees' shift, will be guaranteed four (4) hours of pay at the Employee's regular rate of pay. In the event that an Employee has already worked four (4) hours, the Employee will be guaranteed their regular scheduled shift hours.

The provisions of this Section will not apply in case of shutdowns necessitated by emergencies beyond the control of the Company, or if the Employee:

- (a) Voluntarily quits.
  - (b) Was previously instructed not to report. In such event or circumstance the Employee will then only be paid for the actual time they worked.
  - (c) Does not work a full shift at their own request.
  - (d) Reports for work on a shift for which they were not scheduled.
- 5.10 **CALL TIME** - Employees recalled to work after leaving the premises of the Company after completion of their regular shift, will be paid double rate for all hours worked, with a guaranteed minimum payment of two (2) hours at double rate, i.e., four (4) hours at straight time rate.
- 5.11 **WORK SHORTAGE AND CREW REDUCTION** - In the event of a work shortage or a reduction or discontinuance of operations, the Company will discuss with the Union for the purpose of considering shortening the working hours and/or working week as an alternative to laying off Employees.

## **ARTICLE 6 - HOLIDAYS**

6.01 All Employees covered by this Agreement will receive eight (8) hours pay at their regular straight time rates for each of the following Statutory 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 holidays:

- |                   |                                      |
|-------------------|--------------------------------------|
| 1. New Year's Day | 7. Labour Day                        |
| 2. Family Day     | 8. Thanksgiving Day                  |
| 3. Good Friday    | 9. Remembrance Day                   |
| 4. Victoria Day   | 10. Christmas Day                    |
| 5. Canada Day     | 11. Boxing Day                       |
| 6. B.C. Day       | 12. Day for Truth and Reconciliation |

and any other day declared a Statutory Holiday by the Provincial Government.

Except when New Year's Day and Christmas Day fall on a Sunday or Monday, the Company will operate with half staff on the day prior to those two Holidays. Every Full-Time Employee will take eight (8) hours off with pay on one (1) or the other day.

In addition to the above listed holidays, all Full-Time Employees shall be entitled annually to one days' paid "Floating Holiday". Floating holidays shall be scheduled in advance individually at the Employee's request, and shall be mutually agreed upon subject to operational requirements, but such requests shall not be unreasonably denied. The Floating Holiday shall be added to each eligible Employee's time bank in the first week of January of each calendar year.

6.02 When there is a requirement for work on a Statutory Holiday, such time will be performed on a voluntary basis, awarded by seniority and an Employee shall be paid at two times (2X) their basic rate of pay in addition to the amount payable under 6.01 above.

If there are not enough volunteers amongst the Full Time Employees, and the Company is satisfied that the qualifications of Employees to perform the work available without training, are relatively equal, the Company will offer it to the Part Time Employees on the basis of seniority. If there are still not enough volunteers to work on the Statutory Holiday, the Company reserves the right to assign the work on a reverse seniority basis, starting with the most junior Full Time Employees who possess the qualifications, experience, skills and ability to efficiently perform the required work without training.

6.03 When Holidays fall on Saturday or Sunday they will be celebrated on Monday, and when they fall on consecutive Saturday and Sunday or consecutive Sunday and Monday, they will be celebrated on the following Monday and Tuesday.

6.04 Should any of the above holidays occur during an Employee's vacation period, they 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 vacation period.

6.05 In order to qualify for eight (8) hours' pay for the above Holidays the Employee must have completed thirty (30) calendar days employment with the Company.

6.06 In order to qualify for such Holiday pay, the Employee must work the day before and the day after a Statutory Holiday, except where permission was previously obtained, or the Employee gives reasons for being absent which are acceptable to the Company.

(a) Lay-off.  
(b) Unpaid leave of absence.  
(c) Illness ) and not eligible for W.C.B.  
                  ) payments for the involved.  
(d) Injury ) Holiday(s).

6.08 Part Time Employees, Students and Probationary Employees must have worked a minimum of fifteen (15) days during the thirty (30) day calendar period prior to the Holiday to qualify for applicable Holiday pay.

- 7.01 The reference year for the purpose of calculating vacation pay, is the twelve (12) month period extending from May 1st of the previous year to April 30th of the current year.
- 7.02 A Full Time or Part Time Employee who has less than one (1) year of service as of May1st, shall be entitled to one (1) day of vacation for every completed month of service to be a maximum of ten (10) days. Vacation pay shall be accrued at four (4) percent of the Employee's earnings for that year ending May 1<sup>st</sup>.
- 7.03 Any Full Time Employee having completed one (1) year of service, shall be entitled to receive two (2) week's vacation at four (4) percent of their annual gross earnings for the reference year or, provided the Employee has not been absent for more than seventeen (17) weeks during the reference year, eighty (80) hour's pay at the rate they were receiving at the date of taking their vacation, whichever is greater. Vacations to be scheduled in accordance with Articles 7.09 and 7.10.

7.04 Any Full Time Employee having completed five (5) years of service, shall be entitled to receive three (3) week's vacation at six (6) percent of their annual gross earnings for the reference year or, provided the Employee has not been absent for more than seventeen (17) weeks during the reference year, one hundred and twenty (120) hour's pay at the rate they were receiving at the date of taking their vacation, whichever is greater. Vacations to be scheduled in accordance with Articles 7.09 and 7.10.

7.05 Any Full Time Employee having completed ten (10) years of service, shall be entitled to receive four (4) week's vacation at eight (8) percent of their annual gross earnings for the reference year or, provided the Employee has not been absent for more than seventeen (17) weeks during the reference year, one hundred and sixty (160) hour's pay at the rate they were receiving at the date

of taking their vacation, whichever is greater. Vacations to be scheduled in accordance with Articles 7.09 and 7.10.

7.06 Any Full Time Employee having completed fifteen (15) years of service, shall be entitled to receive five (5) week's vacation at ten (10) percent of their annual gross earnings for the reference year or, provided the Employee has not been absent for more than seventeen (17) weeks during the reference year, two hundred (200) hour's pay at the rate they were receiving at the date of taking their vacation, whichever is greater. Vacations to be scheduled in accordance with Articles 7.09 and 7.10.

7.07 Any Full Time Employee having completed twenty-two (22) years of service, shall be entitled to receive six (6) week's vacation at twelve (12) percent of their annual gross earnings for the reference year or, provided the Employee has not been absent for more than seventeen (17) weeks during the reference year, two hundred and forty (240) hour's pay at the rate they were receiving at the date of taking their vacation, whichever is greater. Vacations to be scheduled in accordance with Articles 7.09 and 7.10.

7.08 **VACATION PAY ADJUSTMENT**

Adjustments with respect to the percentage entitlement shall be made at the renewal of the reference year as per Article 7.01 and paid out as per Article 7.12.

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>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 5 years	2 weeks	4% or 2 weeks*
5 years but less than 10 years	3 weeks	6% or 3 weeks*
10 years but less than 15 years	4 weeks	8% or 4 weeks*
15 years but less than 22 years	5 weeks	10% or 5 weeks*
22 years and over	6 weeks	12% or 6 weeks*

\*vacation pay is a percentage of the Employee's earnings during the reference year or, provided the Employee has not been absent for more than seventeen (17) weeks during the reference year (except in the case of maternity or paternity leave), the Employee's current classified rate whichever is greater at the time the vacation is taken.

7.09 **VACATION PERIOD** - Vacations will be scheduled as soon as possible in April to allow Full Time Employees to take two weeks of their vacation during the summer period (June 1st to September 30th). Employees will have preference of vacation periods in accordance with their seniority to the extent that they will not unduly interfere with the operations.

Employees are required to submit their choice of vacation days by no later than April 15<sup>th</sup> otherwise they lose their seniority rights for first choice of vacation times. Employee vacation entitlement will be distributed on or before April 1<sup>st</sup> and scheduling will be completed by end of day on April 30<sup>th</sup>.

7.10 **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, that will not unduly interfere with the operations.

7.11 **VACATION SHUT DOWN** - The Company reserves the right to shut down a part or all of an operation, for a part or all of a scheduled vacation, during the period of July 1st to August 31st. The date of the shut-down period will be announced by April 1st.

- 7.12 **VACATION PAY – WHEN PAYABLE** – Upon request from the Full Time Employee, vacation pay will be paid on the pay day prior to taking a 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. Annual adjustments shall be paid out in the second pay of May in the following year.

When the payroll system allows for it, the calculation used by the Company to determine an Employee's vacation pay will be shown on the pay stub. This calculation should show the comparison of both methods of payment entitlement.

- 7.13 **VACATION PAY - ON TERMINATION** - Employees who leave the employ of the Company will be paid vacation pay at the time of severance on the preceding percentages, based on the earnings of the Employee for which vacation pay has not been previously paid.
- 7.14 An Employee's vacation period which has been requested as per Article 7.08 and 7.09 and approved by the Company, cannot be changed without the agreement of the Employee.
- 7.15 **CARRY OVER OF VACATION TIME TO FOLLOWING YEAR** – Employees may be permitted to carry over one (1) week of vacation to the next vacation year.
- 7.16 **PAYMENT OF CARRY OVER VACATION TIME** – Vacation time carried over to the following vacation year, in accordance with Article 7.15 shall be paid at the Full Time Employee's regular classified rate at the time the carry over was permitted.

## **ARTICLE 8 – SENIORITY**

The Company shall maintain two separate seniority lists: a Part Time Employee seniority list; and a Full Time Employee seniority list. Seniority dates on either list shall be established following a probation period, and shall be retroactive to the date the Employee was successful in obtaining their posting in the grouping.

A Full Time Employee who becomes a Part Time Employee shall be placed at the bottom of the Part Time seniority list but shall maintain their seniority rights based on their date of hire for the purpose of vacation entitlements and salary. However, a Full Time Employee who exceeds the established hours' cap for Part Time Employees will remain in the salary step corresponding to their date of transfer to Part Time status and will progress as per the annual salary increases of this step.

A Part Time Employee who becomes a Full Time Employee shall be placed at the bottom of the Full Time seniority list, but shall maintain their seniority rights based on their date of hire for the purpose of vacation entitlements and salary.

### **8.01 (a) PROBATIONARY EMPLOYEES**

An Employee shall be considered as a Probationary Employee until the Employee has actually worked a total of seven hundred and twenty (720) hours. Upon completion of probationary period, the Employee will be put on the appropriate seniority list. No Employee shall be required to serve more than one probation period.

### **(b) TEMPORARY EMPLOYEES**

1. An Employee who is hired to fill a temporary vacancy to replace a regular Employees' absence.
2. An Employee who is hired to fill a short-term high-volume production need.

The Employer will notify the Union when Temporary Employees are hired and include their name, date of hire and rationale for hire as per 8.01 (b) 1 or 2 above.

i. Temporary Employees will be direct employees of Uni-Select and:

- Will be subject to union dues
- Will not accrue seniority
- Will not be entitled to Medical, Dental or Pension Benefits
- Shall receive vacation and statutory holiday pay in accordance with the Employment Standards Act.

During period of time when Temporary Employees are employed, overtime will be offered to **Full Time and Part Time Employees** first, in accordance with Article 5.03, Overtime Provisions.

ii. Temporary Employees may be utilized for a period of up to six (6) months at which time they will become a regular employee and credited with seniority to their original date of hire.

**(c) PART TIME EMPLOYEES**

Any Employee who is regularly scheduled to work less than forty (40) hours per week will be defined as a Part Time Employee. Part Time Employees who have completed their probationary period and are regularly scheduled to work twenty-four (24) hours or more per week shall be entitled to medical and dental benefits as per Article 14. Part Time Employees shall not be entitled to Pension benefits per Article 18.

**(d) FULL TIME EMPLOYEES**

Any Employee who is regularly scheduled to work forty (40) or more hours per week shall be defined as a Full Time Employee. Full Time Employees who have completed their probation period and no less than three (3) months employment, shall be entitled to benefits as per Article 14 and Pension, per Article 18.

**(e) STUDENTS**

For the purpose of this Agreement, a Student is defined as an Employee who is currently enrolled in a full time School Program. The Parties agree that Students will be given a preference to work on Saturdays only, provided that there are enough Students that have the ability to perform the work available. In the event there is an insufficient number of Students to fill Saturday positions, Part Time Employees will be given the opportunity to work by order of seniority provided they have the ability to perform the available work. If during the regular work week all Part Time Employees have been called into work and additional Employees are required, Students may be called in to work.

8.02 In preparation for early retirement transition, upon the request and mutual agreement between the Company and a Regular Employee, the conditions defined below will apply for a Full Time Employee to retain employment on a reduced schedule with Full Time Employee Status for a defined period of time, (maximum 12 months):

- (a) The Company will consider any/all requests on an individual basis.
- (b) The Company has the right to determine the hours of work.

- (c) In order to retain the Company's Benefit Package, the Employee will be required to meet the insurer's eligibility requirements.
  - (d) The Employee's rate of pay will remain the same as of the time the request was approved by the Company.
  - (e) The Employee will not accumulate vacation time entitlement and vacation pay (paid weekly) will be based on their Regular date of seniority.
  - (f) Sick days will be prorated based on the number of hours worked.
- 8.03
- (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, the senior Employee within the applicable grouping (either Full Time or Part Time) shall be entitled to preference. If there are no successful candidates, applicants from the other seniority group shall be considered, again with a priority on seniority, before external applicants can be considered.
  - (b) In recognition, however, of the responsibility of Management for the efficient operation of the Company, it is understood and agreed that in all cases referred to in Section 8.03 (a), Management shall have the right to pass over any employee who does not have the ability, skills and competency considered and/or physical fitness to perform the work after being given reasonable trial or training period as defined in paragraph (c).
  - (c) The successful applicant may be entitled to up to forty-five (45) working days and not less than ten (10) working days of training or trial period.
  - (d) During the training or trial period, the Company shall provide necessary support to the successful applicant and the Union will be involved in the communication to the Employee.
- 8.04 Seniority will be maintained and accumulated until it is lost under 8.05 below.
- 8.05
- (a) A Full-Time Employee will lose all seniority rights, and their name will be removed from all seniority lists for any on of the following reasons:
    - (i) If the Employee voluntarily quits;
    - (ii) If the Employee is discharged for just and reasonable cause, and they are not reinstated in accordance with the provisions of this Agreement;
    - (iii) If the Employee is recalled to work, and does not report within five (5) work days after the Employee has been notified to do so by the Company by registered mail to the Employee's last known address. (A copy of such notice shall be sent to the Union.) However, should the registered notice be delivered in the ordinary course of the mail, through no fault of the Employee, the five (5) work day period will commence only after the Employee has become aware of the recall;
    - (iv) is on layoff for a period of time equal to the Employee's service up to eighteen (18) months.



- (v) if they are absent from work for more than three (3) consecutive working days without having notified the Company, unless they have provided a valid reason for not having been able to give such notice and such reason has been deemed to be acceptable by the Company, acting reasonably.
- (b) A Part Time Employee will lose all seniority rights, and their name will be removed from all seniority lists for any one of the following reasons:
  - (i) If the Employee voluntarily quits;
  - (ii) If the Employee is discharged for just and reasonable cause, and they not reinstated in accordance with the provisions of this Agreement;
  - (iii) If the Employee does not accept any available shifts during a period of sixty (60) calendar days. Any request to stay on the seniority list exceeding the sixty (60) day reference period will be reviewed on an individual basis. Leave of absences may be requested by the employee as per article 15.06.
  - (iv) if they are absent from work for more than three (3) consecutive working days without having notified the Company, unless they have provided a valid reason for not having been able to give such notice and such reason has been deemed to be acceptable by the Company, acting reasonably.
- 8.06 (a) Lay-off and recall shall be based on seniority provided that the senior Employee has the ability to perform the work available. It is understood that in such cases ability means immediate ability without further training.
- (b) No Probationary /Part Time Employees shall be called for work if Full Time Employees are on lay-off and have not been given the opportunity to work.
- (c) An Employee with more seniority can elect to be on layoff so that an Employee with less seniority may take their place.
- 8.07 Stewards will be issued up-to-date seniority lists on or about March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> and December 31<sup>st</sup> of each year. A copy of such seniority lists will be posted on the bulletin board in the warehouse. The Company agrees to provide the Union every December 31<sup>st</sup> with seniority lists which includes the Employee's hire dates, addresses, telephone numbers, rates of pay and regular classification.
- 8.08 In the event that a Full-Time Employee is laid off, the Employee shall have the option at the end of thirteen (13) weeks of lay-off of remaining on the seniority list or accepting severance pay. Should they elect to remain on the seniority list, they may renew their option every thirteenth (13<sup>th</sup>) week for a maximum of twenty-four (24) months. Subject to the approval of the insurer, Full Time Employees on lay-off may elect to maintain benefits coverage during this period, provided that they pay the full premiums.
- 8.09 **NOTICE OF LAY-OFF** – In the event of lay-off, the Company shall provide forty (40) hours of advance written notice to those Employees affected or alternatively, the Company shall pay said Employees an amount equal to their regular wages in lieu of notice.
- 8.10 **RECALL PROCEDURE** Full Time laid off Employees with seniority will be given the first opportunity to be rehired based on their seniority. This article covers Employees on lay-off since the date of certification.

## **ARTICLE 9 - SAFETY & HEALTH**

- 9.01 The Company and the Union agree that they mutually desire to maintain standards of safety and health in the workplace in order to prevent injury and illness and therefore agree to recognize and co-operate in the implementation of the requirements of the *Occupational Health and Safety Regulation of British Columbia*.
- 9.02 The Company and the Union will maintain an Occupational Health & Safety Committee consisting of two (2) members elected or appointed by the Union, and two (2) members appointed by the Company.
- 9.03 The general duties of the Occupational Health and Safety Committee will be to enforce the provisions of the *Occupational Health and Safety Regulation* of British Columbia, and;

To make a monthly inspection of the warehouse for the purpose of determining hazardous conditions, to check unsafe practices, and to receive complaints and recommendations with respect to these matters.

To investigate promptly all serious accidents, and any unsafe conditions or practices which may be reported to it. Such investigations will include accidents which might have caused an injury to worker, whether or not such injury occurred.

To hold regular meetings for the discussion of current accidents, their causes, suggested means of preventing their recurrence, and reports of investigations and inspections.

- 9.04 No disciplinary action will be taken against any Employee by reason of the fact that the Employee has exercised the right conferred upon the Employee under the Act respecting *Occupational Health and Safety Regulations* of British Columbia .
- 9.05 The Company will supply, at no cost to the Employee, all protective clothing and other devices deemed necessary to protect Employees from injuries arising from their employment with the Company.

All safety meetings and tours of the warehouse will take place during working hours.

- 9.06 The Company and the Union agree to promote safety and hygiene in the warehouse to follow procedures as outlined in Provincial Legislation. A Union selected representative of the Occupational Health and Safety Committee will accompany Company Managers on monthly tour inspections and all Workers Compensation Board/ Worksafe BC inspections.
- 9.07 (a) The Company and the Union agree to cooperation in developing and maintaining a strong sense of safety awareness among Employees and supervisors. It is, therefore, recognized that every Employee has the right to refuse work if he has reasonable cause to believe that doing such work would create undue hazard to the health or safety of any person.
- (b) An Employee who refuses to carry out any work or operate equipment, in compliance with (a) above shall immediately report the circumstances to their supervisor.
- (c) The supervisor receiving the report shall immediately investigate the matter and if the report is not valid, they shall inform the Employee who made the report.

- (d) If the Employee continues to refuse to carry out the work, the supervisor must investigate the matter in the presence of the Employee who made the report, together with a Union member of the OHSC, or their designate.
- (e) If the investigation under (d) above does not resolve the matter and the Employee continues to refuse to carry out the work, both the supervisor and the Employee must immediately notify a WCB/Worksafe BC officer, who must investigate the matter without undue delay and issue whatever orders are deemed necessary.
- (f) While the matter is under investigation, the Employee who refuses to work is entitled to be reassigned alternate work with no loss of pay and to return to the job in question when it is determined safe to do so. No Employee will be permitted or required to perform work, where another Employee has refused to work, unless the alternate Employee in the presence of the Union member of the OHSC has been informed by the supervisor of the reason for the refusal.
- (g) An Employee must not be subject to disciplinary action because the Employee has acted in compliance with (a), (b), (c), (d), (e), and (f) above or with an order made by a WCB officer.

9.08 Any Employee suffering any injury or employment induced illness while in the employ of the Company must report same to the First-Aid attendant immediately, or as soon thereafter as practicable, and a complete record of all such cases must be kept by the First-Aid attendant. The safety committee will be notified immediately of each accident or injury. The Occupational Health & Safety committee will investigate and report, as soon as possible, on the nature of the accident or injury.

Any time there is a work place accident resulting in serious injury or fatality, the Union shall be notified, and the Union shall appoint a representative or representatives to conduct an accident investigation, and the Company shall provide full access to the workplace for that investigation.

#### 9.09 Mental Health

- (a) The Parties recognize the importance of supporting and promoting a psychological healthy workplace and as such will adhere to all applicable statutes, rules, guidelines and regulations pertaining to the promotion of mental health.
- (b) The Company agrees to adopt standards in the promotion of a psychologically healthy workplace.

#### 9.10 SAFETY BOOTS /WORK CLOTHING ALLOWANCE

Employees, who have completed their probation period (720 hours) will be reimbursed up to a maximum of two hundred and twenty-five dollars (\$225.00) for the purchase of CSA approved safety boots and/or work clothing once every calendar year on May 1<sup>st</sup>.

All Employees working in the warehouse are required to wear their safety footwear during working hours.

All Employees are required to wear boots in safe condition and appropriate clothing, the allowance being provided for that purpose.

- 9.11 Lockers - The Company agrees to provide lockers to each Employee for the storage of boots, clothes and other personal belongings.
- 9.12 (a) The Company will continue with its Work Place Hazardous Materials Information System (WHMIS) Training Program to ensure that all Employees are up-to-date with material identification and use.
- (b) Forklifts shall be operated by certified operators only. Training will be provided by the Company. A sufficient number of certified operators shall be scheduled at all times.
- 9.13 As part of the new-hire orientation, each Employee shall be familiarized with all areas of the warehouse, fire exits, how to get first-aid, be introduced to the first aid attendants and be informed of the "Right to refuse unsafe work". The Employee shall be introduced to the on-site Union representatives.
- 9.14 **INJURED EMPLOYEE – DAILY EARNINGS** – If an Employee is injured on the job and a doctor recommends no further work on that day, the Company will maintain the Employee's normal daily earnings for the day of injury.
- 9.15 **FORKLIFT AND EXPRESS CARTS MAINTENANCE AND SAFETY**
- It is to the mutual advantage of both the Company and the Employees that Employees should not operate vehicles which are not in safe operating condition and not equipped with the safety appliances required by law. The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of Company, and in respect thereto the Employee agrees to the following:
- (a) The Company shall not require Employees to take out any of these vehicles to the warehouse that are not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where Employees refuse to operate such equipment.
- (b) When a driver reports a defect in equipment, they must tag or mark the vehicle involved in such a manner so that any other employee will notice the defective equipment. It shall be the Company's responsibility to supply such tags or other marking devices. This tag is to be left on the vehicle in order to show the work has been completed and shall be removed by the outgoing driver.
- (c) The Company shall not compel any driver to operate a vehicle in excess of the legal load limits.
- 9.16 **RETURN TO WORK**
- (a) Employees on Sick leave, (STD, LTD or Workers Compensation Claims) are to provide appropriate medical updates to the Company when requested in writing. The Company will provide the Employee with a Functional Abilities Form which determines limitations and restrictions to facilitate an appropriate return to work.
- (b) The Union and the Company agree that Employees on Sick Leave (STD, LTD or WCB Claims) will participate in a Return to Work (RTW) Program designed to provide reasonable accommodation up to a point of undue hardship.
- (c) The development of and participation in such a program shall be determined jointly by the Parties upon receipt of written recommendations and instructions from the Employee's

treating Medical Practitioner. Where appropriate, there may be consultation between the parties, WCB or the disability carrier before confirming the Employee's return to work date.

- (d) Upon returning to work, the Employee will make every effort to follow their documented Return to Work Program (RTW), and the Company and representatives of the USW 2009 will provide the Employee with ongoing additional support until such time as the Employee has fully completed their Return to Work (RTW) Program.

## **ARTICLE 10 - GENERAL PROVISIONS**

- 10.01 (a) The Company and the Union agree that there will be no discrimination, intimidation, interference, restrictions or coercion exercised or practiced by either of them or any of their representatives because of the question of membership of an employee or any other person employed by the Company in the trade union or in any trade union or because of their activity or lack of activity in the trade union or any other trade union.
- (b) The Company and the Union agree that they shall administer the provisions of this Agreement in a manner which is consistent with the Human Rights Code of British Columbia and, in accordance with that Act, there shall be no discrimination against any Employee on any personal characteristic that is protected by the *Human Rights Code* of British Columbia, as amended from time to time, including but not limited to race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability or conviction for an offence unrelated to employment.

### **10.02 WORKPLACE HARASSMENT AND VIOLENCE**

The Company and the Union are committed to providing a workplace free of harassment, bullying and violence. This procedure applies to all complaints of harassment that take place at this workplace. The workplace is defined as any Company facility and function, including but not limited to areas such as offices, shop floors, lunchrooms, cafeterias, lockers, meeting rooms and parking lots.

Workplace Harassment and Violence means one or more actions by any person, other than reasonable management actions, that can reasonably be expected:

- a) to be intimidating, humiliating or otherwise offensive to an Employee, or
- b) to cause physical or psychological harm to an Employee;

Workplace harassment includes psychological or personal harassment and bullying, as well as comments and conduct prohibited under the grounds stipulated in the *BC Human Rights Code*.

The term "harassment" includes both psychological and sexual harassment. The term "harassment" also includes workplace violence and what is sometimes referred to as discriminatory harassment.

To avoid potential for confusion, workplace harassment is not intended to, and does not, limit or otherwise constrain the reasonable exercise of management functions in the workplace. More specifically, the reasonable actions, requests or other conduct by a manager or supervisor that is part of their normal job functions, including the direction of subordinates, the conduct of job assessments or evaluations and the taking of appropriate disciplinary action, will not constitute workplace harassment.

Psychological harassment means any vexatious behaviour in the form of repeated and hostile or unwanted conduct, verbal comments, actions or gestures, that affects an Employee's dignity or psychological or physical integrity and that results in the harmful work environment for the Employee. For greater certainty, psychological harassment includes such behaviour in the form of such verbal comments, actions or

gestures of a sexual nature. A single serious incidence of such behaviour that has a lasting harmful effect on an Employee may also constitute psychological harassment.

In general, and without limiting the generality of the foregoing, a person who commits psychological harassment makes use, among other things, of:

- Insinuations
- Insults
- Jokes
- Crude comments and language
- Attitudes
- Deliberate silences and/or snubs
- Gestures and/or touching which are injurious to the dignity or to the physical or psychological integrity of a person
- Physical and/or verbal threats
- Retaliation
- Intimidation or hostile behaviour
- Denial of a job, promotion, or transfer, dismissal, layoff, or any other action for the purpose of harassment or to obtain favours
- The publication, distribution, or creation of graphic material of a degrading nature and/or which is injurious to the dignity or to the physical or psychological integrity of a person
- Any other action that a reasonable person would find humiliating or offensive.

Sexual harassment, in particular, may take the form of improper conduct with a sexual connotation including, but not limited to, the following:

- Insinuations
- Jokes
- Insults
- Crude comments and language
- Attitudes
- Touching and/or gestures of a sexual nature which are injurious to the dignity or to the physical or psychological integrity of a person
- Deliberate, unsolicited, or persistent request for sexual favours
- Threats, retaliation, intimidation
- Abuse of authority in order to obtain sexual favours
- Denial of a job, promotion, or transfer, dismissal, layoff, or other actions in connection with a refusal to grant sexual favours
- Any other action of a sexual nature that a reasonable person would find offensive.

It includes engaging in a course of vexatious comment or conduct against an Employee, in a workplace because of sex, sexual orientation, gender identity or gender expression where the course of comment or conduct is known or ought reasonably to be known to be unwelcome.

It also includes making a sexual solicitation or advance where the person making it is in a position to confer, grant or deny a benefit or advancement to the Employee and the person knows or ought reasonably to know the solicitation or advance is unwelcome.

Workplace violence includes any actual or threatened exercise of physical force against another Employee in the workplace that causes or could cause physical injury to an Employee.

Discriminatory harassment means harassment based on any of the prohibited grounds provided for under applicable human rights legislation.

Recognizing legal responsibility, the Company shall ensure that the workplace is free of harassment and/or violence and that Employees take reasonable care to protect the health and safety of themselves and other persons.

The Company shall be responsible to provide instruction, training, information and supervision and to provide a workplace free of harassment and/or violence.

### **Complaint Procedure**

Any person who feels that they have experienced workplace harassment and/or violence or has personally witnessed it may take the necessary steps, file a complaint, or initiate proceedings, without prejudice or fear of reprisal.

#### **1. How to report**

Employees shall report incidents or complaints of workplace harassment and violence verbally or in writing. Employees should be prepared to provide details such as what happened, when it happened, where it happened, how often and who else was present (If applicable).

#### **2. When to report**

Incidents or complaints should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated and addressed promptly. Complaints should be made as soon as possible but no later than within one year of the last incident of perceived harassment or violence, unless there are circumstances that prevented the Employee from doing so.

#### **3. Reporting Contact**

If appropriate, an Employee should inform the offending party that their behaviour is unwelcome and request that it stop. This may resolve the complaint. If the initial attempt is unsuccessful, or if the harassment is of serious or threatening nature (which may make this first step inappropriate) or if the Employee does not feel comfortable addressing the offending party, they should report any incidents or complaints to their direct supervisor. If the supervisor is the offending party, the incident shall be reported to the Distribution Center Manager and if the offending party is the Distribution Center Manager, the complaint should be referred to a representative of the Company's Human Resources Department.

#### **4. What should be included in a report**

As much information as possible should be provided in the report, such as the names of the people involved, witnesses, where the events occurred, when they occurred, and what behaviours and/or words led to the complaint. Any supporting document, such as emails, handwritten notes, or photographs should be attached. Physical evidence, such as vandalized personal belongings, can also be submitted.

#### **5. Notice of complaint**

The Company will tell a person that a harassment complaint has been made against them, in writing. The letter will also provide details of the allegations that have been made against them.

## **Investigation Procedure**

### **1. How and when investigations will be conducted**

Investigations will be conducted where possible internally and in accordance with any applicable provisions of the Collective Agreement and the Company's Harassment Policy, as amended from time to time.

Investigations will:

- Be undertaken promptly and diligently, and be as thorough as necessary, given the circumstances
- Be fair and impartial, providing both the complainant and respondent equal treatment in evaluating the allegations
- Be sensitive to the interests of all parties involved, and maintain confidentiality
- Be focused on finding facts and evidence, including interviews of the complainant, respondent, and any witnesses
- Incorporate, where appropriate, any need or request from the complainant or respondent for assistance or representation during the investigation process

### **2. What will be included**

Investigation will include interviews with the complainant, the respondent, and any witnesses. If the complainant and the respondent agree on what happened, then the Company will not investigate any further, and will determine what corrective action to take, if necessary.

The investigator(s) will also review any evidence, such as emails, handwritten notes photographs, or physical evidence like vandalized objects.

### **3. Roles and Responsibilities**

The Company is responsible for ensuring workplace investigation procedures are followed.

Employees are expected to cooperate with investigators and provide any details of incidents they have experienced or witnessed. Bargaining unit members shall be allowed union representation.

The person(s) responsible for investigations will conduct investigations and provide a written report with conclusions to both the Company and the Union.

10.03 **APPENDICES** - The attached Appendices are part of this Agreement and the Parties are bound by their terms.

10.04 **NOTICES BETWEEN COMPANY AND UNION** - Any notice to be given to the Company or to the Local Union under the terms of this Agreement will be given by hand to a Union Representative or a Management Representative. Any notice to be given to the International Union under the terms of this Agreement will be given by registered mail addressed to the Secretary of the Union at its registered address.

10.05 **PAY DAYS**

- (a) Wages will be paid on every second Thursday by direct deposit. The rate of pay or rates of pay, hours of work, details of overtime hours, and all necessary and pertinent information will be furnished to each Employee on the Employee's pay statement.



- (b) Whenever there occurs an error in the pay of an Employee, of a minimum of \$75.00 gross, the error will be corrected and paid by bank transfer within seventy-two (72) hours of the Employee's claim.
  - (c) Whenever an error occurs on the pay of Employee, it must be reported to the Company prior to 12:00 p.m. (P.S.T.) of each Friday after payday. If the error is less than \$75.00 gross, it will be corrected and paid at the next pay period.
- 10.06 **DISABLED EMPLOYEES** - Employees sustaining injuries or affected by disease, and becoming physically disabled as a result thereof, every effort will be made by the Company to give the handicapped Employee such suitable employment as is available.
- 10.07 **SEVERANCE PAY** – A Full-Time Employee whose services are terminated due to a merger or a permanent suspension of operations, or as provided for in Article 8.08 shall be entitled to severance pay. The amount of severance pay shall be two (2) weeks pay for each completed year of service to a maximum of twenty (20) weeks.
- 10.08 **JOINT LABOUR MANAGEMENT MEETING** – In order to maintain and improve harmonious and productive industrial, economic and labour relations, the Parties agree to schedule semi-annual Joint Labour Management meetings. If either party requests, meetings may be convened more frequently.
- 10.09 **HIRING** - When additional staff is required, the Company will inform the Local Union Representative in order for the Union to refer potential applicants.
- 10.10 **NO STRIKE – NO LOCKOUT** – No Employee bound by this Collective Agreement shall strike during the term of this Collective Agreement, and no person shall declare or purport to authorize a strike of those Employees during that term.

The Company shall not, during the term of this Collective Agreement, lock out any Employee bound by this collective agreement.

#### **ARTICLE 11 - GRIEVANCE PROCEDURE**

- 11.01 It is the mutual desire of the Parties hereto that any complaint or cause for dissatisfaction arising between an Employee and the Company with respect to the application, interpretation or alleged violation of this Agreement shall be adjusted, as quickly as possible. Any Employee or the Union may present a grievance.
- 11.02 It is generally understood that an Employee has no complaint or grievance until they, either directly or through the Union, have first given the Employee's Supervisor an opportunity to adjust the complaint.
- 11.03 The Company shall not be required to consider any grievance which is not presented within ten (10) working days after the grievor and the Union Representative first became aware of the alleged violation of this Agreement.
- 11.04 If, after registering the complaint with the Supervisor, and such complaint is not settled within three (3) regular working days or within any longer period which may have been agreed to by the Parties, then the following steps of the Grievance Procedure may be invoked:

#### **STEP ONE**

The grievance shall be submitted in writing to the designated Management Representative either

directly or through the Union. The designated Management Representative will meet with the Employee's Union Steward within five (5) working days of the receipt of the grievance in an attempt to resolve the grievance. The grievor may be present at this meeting, if requested by either Party. The designated Management Representative will within a further five (5) working days give the Company's answer on the grievance form, and return it to the Union.

## **STEP TWO**

If the grievance remains unsettled at the conclusion of Step One, the grievance may be submitted to the designated Management Representative within ten (10) working days following the conclusion of Step One of the Grievance Procedure, who shall within five (5) working days or as mutually agreed, hold a meeting between the Union Grievance Committee (not to exceed two (2) in number) and the appropriate representatives of the Company, in a final attempt to resolve the grievance. A Staff Representative of the Union and the grievor may be present at this meeting, if requested by either Party. The Company's representative will within a further five (5) working days give the Company's decision in writing to the Union on or attached to the grievance form.

11.05 If final settlement of the grievance is not reached at Step Two, then the grievance may be referred in writing by either Party to arbitration, as provided in Article 12, at any time within thirty (30) calendar days after the decision is received under Step Two.

11.06 At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the Employee(s) concerned, and any necessary witnesses and relevant records. All reasonable arrangements will be made to permit the conferring Parties or the arbitrator to have access to the warehouse to view disputed operations, and to confer with the necessary witnesses.

### **11.07 DISCIPLINE**

- (a) The Company shall only discipline, discharge or terminate an Employee for just cause. The burden of proof of just cause shall rest with the Company.
- (b) 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.
- (c) The Employee, the 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.

### **11.08 RELIEF**

Except as specified below, all written warnings, reprimands or suspensions shall be rescinded, and removed from the Employee's personnel file after a period of twelve (12) months after the date of issued disciplinary action and shall not be used against the Employee thereafter. However, in disciplinary cases involving founded harassment or workplace violence, the time limits may be extended by the Company up to a maximum of 4160 hours of active time worked. The Employee and the Union must be informed of this decision at the time of the discipline.

## **11.09 PERSONNEL FILES**

- (a) One personnel file shall be maintained by the Company for each Employee in the bargaining unit. Such file shall contain all records and reports concerning the Employee's employment and work performance.
- (b) 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.
- (c) 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 Company.

**11.10 EMPLOYEE ACCESS TO PERSONNEL FILE** - An Employee shall have the right to read and review their personnel file at any time, upon reasonable notice and by written request to the Company. An Employee may request and shall receive a copy of any record or document contained in the Employee's personnel file.

## **ARTICLE 12 - EXPEDITED ARBITRATION**

- 12.01 Expedited Arbitration may be proposed by the Union or the Company within forty-five (45) days after the grievance has been filed as per Article 11. Within seven (7) days of referral to Expedited Arbitration, either party may proceed to Expedited Arbitration subject to the following steps.
- 12.02 The Parties must attempt to mediate the dispute within seven (7) days of being referred to Expedited Arbitration.
- 12.03 If mediation should fail, an Expedited Arbitration shall be held no less than ninety (90) consecutive calendar days after referral to Expedited Arbitration.
- 12.04 The Union and the Company agree that grievances referred to Expedited Arbitration will be adjudicated by an Arbitrators mutually agreed upon by both Parties.
- 12.05 A final and binding decision will be handed down within twenty (20) days of the Expedited Arbitration case being held.
- 12.06 Matters not referred to Expedited Arbitration may be referred by either party to the regular arbitration procedure as contained in Article 13 and all arbitrations referred under Article 13 must be held within ninety (90) consecutive calendar days of referral to arbitration and a decision must be rendered within twenty (20) days of the arbitration being presented.

## **ARTICLE 13 - ARBITRATION**

- 13.01 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.
- 13.02 Any matter referred to arbitration, as provided in Article 12 and 13, hereof, shall be submitted to a single arbitrator mutually agreed upon by the Parties.

- 13.03 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.
- 13.04 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 Company 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.
- 13.05 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.
- 13.06 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of the Grievance Procedure.
- 13.07 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.
- 13.08 A claim by an Employee that the Employee has been unjustly discharged, suspended or laid-off may be settled by confirming the Company's decision in discharging, suspending or laying-off the Employee, or by reinstating the Employee with such compensation, either full, partial or such other settlement as may be agreed upon by the conferring parties or determined by the Arbitrator, as the case may be.
- 13.09 At arbitration the Company will compensate the grievor, the grievor's steward and the necessary witnesses for time spent at the arbitration hearing. All such hours shall be counted as time worked.
- 13.10 It is hereby agreed by both parties that the Company will not subpoena or call as a witness in any arbitration hearings the grievor themselves. The proceeding does not mean that the Company cannot cross-examine the grievor when called by the Union.

#### **ARTICLE 14 - BENEFIT PLAN**

- 14.01 The Company agrees, for the duration of the Collective Agreement, to maintain in full under the same conditions the various plans already in existence for the benefit of all its Full Time Employees.

A summary of the Benefit Plan is attached in Appendix B.

When a Full Time Employee is absent for reason of sickness or injury (work related or not), the Company will advance (up to four (4) weeks) the equivalent of the weekly foreseen benefits until the Employee receives their cheque from the insurance company or Worker's Compensation Board, unless the event is contested by the Company.

**SICK BANK** – The reference year is from December 1<sup>st</sup> to November 30<sup>th</sup>. Each year, on December 1<sup>st</sup>, all Full Time Employees will be credited a sick bank of fifty (50) hours and all Part Time Employees will be credited a sick bank of forty (40) hours.

All unused hours at the end of the reference year will be reimbursed at the current rate of pay, approximately mid December of each year. New hires and Employees on approved leave of absence will have their entitlement prorated based on months worked.

If a Full Time Employee leaves the employment of the Company, a final calculation shall be made using the reference year and any used or unused sick days. Should an Employee owe sick days, they shall be deducted from the Employee's final pay. Should an Employee be owed sick days, they shall be paid on the Employee's final pay.

#### **ARTICLE 15 - LEAVE OF ABSENCE**

15.01 The Company shall grant unpaid leave of absence, subject to operational needs, to Employees who are elected or appointed as representatives to attend Union meetings, bargaining preparations, Union Education, Union conventions, etc. in order that they may carry out their duties on behalf of the Union. The Union will notify the Company in writing, no less than ten (10) working days prior to the start of the leave, the name of the delegates. With respect to any unpaid leave of absence granted in this section, the Company shall continue to pay each Employee(s) their regular wages and benefits then invoice the Union for all such wages and benefits. The Union shall reimburse the Company in the amount invoiced as soon as possible, but not less than thirty (30) days from the receiving of the invoice. This does not apply to Article 15.03.

15.02 Legitimate Union business of two (2) shifts or less will be considered a valid reason for unpaid leave of absence. The Union agrees to give the Company as much prior notice as possible of such leave. In addition, the Union agrees to have regard to the Company's operational requirements when requesting such leave. This leave will be limited to a total of two (2) Employees at one time.

15.03 The Company will grant an Employee an unpaid leave of absence of not more than three (3) years to work in an official capacity for the Local or International Union. The Union agrees to have regard to the Company's operational requirements when requesting such leave. The Employee must request the leave of absence in writing, and the Union must approve it.

#### **15.04 MATERNITY AND PARENTING LEAVES**

The Company shall grant an unpaid leave of absence for maternity, adoption and parental leave as provided in the Employment Standards Act of B.C.

#### **15.05 BIRTH OR ADOPTION LEAVE**

Full Time Employees (fathers) will be granted three (3) days with pay in the event of their child's birth. In the event of an adoption of a child, Full Time Employees will be granted three (3) days leave with pay. Further leave will be granted under the provision of Article 15.04.

15.06 **JURY & WITNESS DUTY** - An Employee who has attained seniority shall be granted leave of absence with pay at the Employee's regular hourly rate, for the normally scheduled number of hours the Employee would have otherwise worked, for the purpose of serving jury duty, or as a material witness subpoenaed to an appearance, the Employees shall reimburse the Company to the full amount of the jury pay or witness fees received by the Employee. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Company by endorsement of Jury Duty cheques and/or witness fees to the Company.

#### 15.07 **BEREAVEMENT LEAVE**

Full Time Employees will be granted five (5) consecutive days leave of absence with pay in case of death in the immediate family. "Immediate family" shall mean spouse/partner, parents, guardian, children, and siblings.

Part Time Employees will be granted three (3) consecutive days leave of absence with pay in case of death in the immediate family. "Immediate family" shall mean spouse/partner, parents, guardian, children, and siblings.

Full Time Employees will be granted three (3) consecutive days leave of absence with pay in the case of death of grandparents, grandchildren, mother-in-law, father-in-law, sister-in-law or brother-in-law.

Upon request, Employees will be granted additional bereavement leave, to a maximum of ten (10) consecutive working days, without pay.

The days in the preceding paragraphs may be taken on a non-consecutive basis in the event that the funeral and/or burial takes place at a later date, or if required because of administrative responsibilities related to the death.

15.08 **COMPASSIONATE LEAVE** - If there is a serious illness in the Employee's immediate family, the Employee will receive a special leave without pay for three days plus two days for travel time if needed. The Employee will also receive without pay one (1) day to attend the funeral of a close friend.

15.09 The Company may grant a leave of absence without pay to an Employee requesting leave for an emergency or other unusual circumstance. All requests and approvals for leave shall be in writing.

#### 15.10 **Domestic Violence Leave**

- (a) The Parties recognize that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.
- (b) Employees experiencing domestic violence or abuse will be able to access up to five (5) days of paid leave for attendance at medical appointments, legal proceedings and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, upon approval.
- (c) The Employee, Union and Company will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety.

In addition to the above, the Employment Standards Act of BC covers full descriptions of all Leaves of Absences available to Employees and should therefore be referred to when considering a Leave of Absence from one's employer, in order to receive the most up to date information and guidance.

### **ARTICLE 16 - WAGES**

16.01 The Company agrees to pay and the Union agrees to accept for the term of this Agreement, the wages as set out in Appendix "A" attached hereto, and forming a part of this Agreement.

#### 16.02 **WAGE SCHEDULE**

- (a) The job classifications and rates of pay listed in the attached Wage Schedule is agreed upon by both Parties and is 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 the classifications for a rate other than the rate set forth in this Agreement, subject only to the provisions of daily rate retention. 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 Company.

#### 16.03 **TEMPORARY TRANSFER**

A Full Time or Part Time Employee who is temporarily transferred to another job, exceeding one day (8) hours, to meet the convenience of the Company, for which the regular rate is less than that which the Employee is receiving, the Employee shall retain the Employee's former rate, and if such transfer is to a job with a higher rate, the Employee shall receive the higher rate paid for such job.

#### 16.04 **NEW OR CHANGED JOB CLASSIFICATION**

- (a) 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.

#### 16.05 **RATE RETENTION** – When a Full or Part Time Employee is temporarily removed from their regular work and placed on other work for less than one shift for the Company's convenience, the Employee shall be paid the Employee's regular rate of pay. If the Employee is employed on such work in excess of four (4) hours the employee shall be paid for the full scheduled shift at the higher rate and no Employee's rate may be reduced below their regular rate.

When an Employee is permanently transferred to a lower rate position the Employee will continue to retain the original higher rate for a period of twenty (20) working days. Afterward, the Employee will receive the lower rate assigned to the job classification.

#### 16.06 **FIRST AID ATTENDANTS** - There shall be a person designated as a First-Aid Attendant who shall have at least a St. John's Ambulance Certificate.

Mental Health Aid Attendant- There shall be a person designated as a Mental Health First Aid who has been trained in Mental Health First Aid.

When the Company requires an Employee to take a First-Aid course, the Company will pay for the course as well as any straight time lost by the Employee. If such a certificate is necessary, the

premium shall be determined by the level of certificate the Worker's Compensation Board/Worksafe BC requires.

For those Employees (maximum of 2 Employees) attaining a First Aid Certificate, they shall be paid the applicable premium for all hours worked.

\$ 0.50	per hour over occupational rate - Level I
\$ 0.75	per hour over occupational rate - Level II
\$ 1.00	per hour over occupational rate - Level III

#### 16.07 **LEAD HAND AND GROUP LEADER DEFINITION**

**LEAD HAND** is an Employee who co-ordinates the work of other Employees in their assigned department will receive a premium of \$1.00 per hour.

**GROUP LEADER** is an Employee who co-ordinates the work of other Employees and is responsible for the quality and quantity of work performed and will receive a premium of **\$2.00** per hour.

### **ARTICLE 17 - JOB POSTING**

- 17.01 (a) Temporary jobs or vacancies which shall not exceed thirty (30) calendar days shall not be subject to the posting procedure defined in 17.02 below. The Company may back fill temporary vacancies with Part Time shifts, or through external hire.
- (b) All jobs which will be vacant for more than thirty (30) calendar days, and all new jobs will be posted for three (3) full work days on the bulletin board. New jobs shall be posted immediately as they occur. The successful applicant will be selected subject to 8.03 of this Agreement.
- 17.02 (a) **JOB OPENINGS (NOT TEMPORARY)** All job openings in the bargaining unit, will be posted on the Bulletin Board for three (3) full work days. The posting shall clearly identify whether the opening is for a Full Time or Part Time position, and the shift hours and days of the opening.
- (b) In the event there is no successful applicant from within the applicable Employee seniority group, Employees from the other seniority group may apply for any job opening. Preference will be given to the senior Employee in accordance with the principle established in article 8.03.
- (c) The job posting procedure to be completed prior to outside recruiting or advertising.
- 17.03 **TRAINING OR TRIAL PERIOD** - The successful applicant may be entitled to up to forty-five (45) working days and not less than ten (10) working days trial period.
- 17.04 **RETURN TO FORMER JOB**
- (a) In the event that an Employee is promoted or transferred in accordance with the provisions of this Article and within forty-five (45) working days of such promotion the Employee is not performing efficiently, or the Employee wishes to do so, the Employee will revert to their immediate previous job, without loss of seniority.



17.05 **JOB APPLICATIONS (DELAYED)** If an Employee is not at work, for the following reasons, when a job is posted, they may apply for the job, if they do so within three (3) working days of their return to work:

- (a) vacation.
- (b) authorized leave of absence not exceeding thirty (30) days.
- (c) absence resulting from an accident or illness not exceeding thirty (30) days.
- (d) absence on Workers' Compensation not exceeding thirty (30) days.
- (e) regularly scheduled days off

17.06 **SUCCESSFUL APPLICANT NOTICE** - The name of the successful applicant will be posted no later than five (5) days after the removal of the Job Posting notice. All job postings not filled by successful applicants within thirty (30) days are considered void.

17.07 In the event that none of the applicants meet the requirements of the job in relations to Section 8.03 of this Agreement, the Company may fill the vacancy from any available source.

#### **ARTICLE 18 - PENSION**

18.01 The Pension Plan benefit is only available to Full Time Employees. The Company agrees, for the duration of the Collective Agreement, to maintain in full under the same conditions the pension plan already in existence for the benefit of all its Full Time Employees.

With an effective date of July 1, 2015, a defined contribution component is added to the Plan and is to be designated as Text B of the Plan. This new component will apply to all Employees hired on or after July 1, 2015 and who are to join the Plan after having met the eligibility requirements under Text B of the Plan.

For any Employee having joined the Plan on or prior to January 1, 2015, this amendment does not encompass any change in benefits payable under the Plan and such participants will continue to be covered under Text A of the Plan, i.e. the defined benefit component.

Moreover, any Employee hired prior to July 1, 2015 and who had not yet joined the Plan under Text A will have the choice between:

1. Joining the Plan under Text A (i.e. the defined benefit component) after having met the eligibility requirements under the said Text A, or;
2. Joining the Plan under Text B (i.e. the defined contribution component) after having met the eligibility requirements under the said Text B and the Collective Agreement.

#### **ARTICLE 19 - TECHNOLOGICAL CHANGE**

19.01 (a) In the event that the Company introduces a technological change which results in:

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

- (b) An Employee being terminated will receive one (1) week's pay for each year of seniority in excess of five (5) years seniority up to a maximum of eight (8) weeks.

## **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 judgment of 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, judgment 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 - DURATION OF AGREEMENT**

- 21.01 This Agreement shall be for the period from and including **May 1<sup>st</sup>, 2024**, to and including **April 30<sup>th</sup>, 2027** 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 or immediately preceding the date of **April 30<sup>th</sup>, 2027**, in any year thereafter, by written notice to require the other Party to the Agreement to commence collective bargaining.
- 21.02 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 and such strike is implemented, or the Company shall give notice of lockout and such lockout is implemented, or the Parties shall conclude a renewal or revision of this Agreement or a new Collective Agreement whichever shall first occur.
- 21.03 The operation of Section 50 (2) and (3) of the Labour Relations Code of B.C. is hereby excluded.

**IN WITNESS WHEREOF:** The Parties have executed this Agreement at \_\_\_\_\_, British Columbia on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**UNI-SELECT INC.**

**UNITED STEELWORKERS  
(ON BEHALF OF LOCAL UNION 2009)**

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## **APPENDIX A**

### **SALARY SCALES**

#### **Material Handler and Customer Service Representatives**

<b>Hours Worked</b>	<b>May 1 2024</b>	<b>May 1 2025</b>	<b>May 1 2026</b>
14561	26.00	26.78	27.58
10401- 14560	23.90	24.62	25.36
8321 – 10400	21.11	21.75	22.40
6241 – 8320	20.90	21.53	22.18
4161 – 6240	20.70	21.32	21.96
2081 – 4160	20.49	21.10	21.74
0-2080	20.28	20.89	21.52

Students wages will correspond to the step 0-2080 hours

**Hours of Service include : All paid time, vacation and WCB**

Part Time Employees' wages shall be capped at **10400 hours**.

The applicable premium for the following positions are :

1. Returns Co-ordinator – Group Leader \$2.00/Lead Hand \$1.00
2. Receiver : Group Leader \$2.00/Lead Hand \$1.00
3. Head Shipper : Group Leader \$2.00/Lead Hand \$1.00
4. Lead Express Counter Person : Group Leader \$2.00/Lead Hand \$1.00
5. Lead Customer Service Representative : Group Leader \$2.00/Lead Hand \$1.00
6. Lead Deconsolidation : Group Leader \$2.00/Lead Hand \$1.00

The applicable premium for the following positions is \$.50:

1. Shippers
2. Customer Service Representatives

## APPENDIX B

### Summary of Benefits

OPTION U	OPTION S	OPTION 1
<b><i>Basic Life and Accidental and Dismemberment (AD&amp;D) Insurance - Employee</i></b>		
1 x annual salary Max: \$500,000	1 x annual salary Max: \$500,000	2 x annual salary Max: \$500,000
<b><i>Basic Life Insurance – Spouse and Children</i></b>		
Spouse - \$8,000 Children - \$2,500	Spouse - \$10,000 Children - \$8,000	Spouse - \$10,000 Children - \$8,000
<b><i>Optional Life Insurance</i></b>		
Yourself: Units of \$10,000, minimum of \$20,000 and a maximum of \$1,000,000 combined with Basic Life Insurance Your Spouse: Units of \$10,000, minimum of \$20,000 and a maximum of \$1,000,000 Your Children: Units of \$5,000 up to a maximum of \$25,000		
<b><i>Short-Term Disability</i></b>		
70% of your weekly salary. Max: \$1,000 per week Taxable	75% of your weekly salary. Max: \$1,000 per week. Taxable	75% of your weekly salary. Max: \$1,000 per week. Taxable
<b><i>Long-Term Disability</i></b>		
66 2/3% of your monthly salary. No Indexation Max: \$12,000 per month. Taxable	70% of your monthly salary. Indexation (CPI, max 2%) Max: \$12,000 per month. Taxable	70% of your monthly salary. Indexation (CPI, max 2%) Max: \$12,000 per month Taxable
<b><i>Optional Critical Illness Insurance</i></b>		
Yourself: Units of \$10,000 up to a maximum of \$200,000 Your spouse: Units of \$10,000 up to a maximum of \$200,000 Your children: Units of \$5,000 minimum of \$10,000 and maximum of \$25,000		
<b><i>Dental Care</i></b>		
No deductible Current fee guide applies (based on the province where the treatment is performed). Recall exam: 1 exam every 9 months		
Diagnostic & preventative treatments: 80% Minor treatments: not covered Orthodontics: not covered	Diagnostic & preventative treatments: 90% Minor treatments: 50% Major Treatments: 50% Orthodontics: 50% for children only	Diagnostic & preventative treatments – 100% Minor treatments – 90% Major treatments – 50% Orthodontics – 50% for children only
Annual maximum - \$1,000 per person	Annual maximum - \$1,800 per person. Lifetime maximum for orthodontics - \$2,000 per child	Annual maximum - \$1,500 per person. Lifetime maximum for orthodontics - \$2,000 per child

OPTION U	OPTION S	OPTION 1
<b>Medical Care</b>		
<b>No Deductible</b>		
<b>Prescription Drugs</b> -Drug Card -Generic substitution -Drug requiring a prescription -75% coinsurance	<b>Prescription Drugs</b> -Drug Card -General substitution -Drug requiring a prescription -85% coinsurance	<b>Prescription Drugs</b> -Drug Card -General substitution -Drug requiring a prescription 90% coinsurance
<b>Hospital</b> -Semi-private – 100%	<b>Hospital</b> -Semi-private – 100%	<b>Hospital</b> Private – 100%
<b>Medical Services and Supplies</b> -75% coinsurance -Orthopedic shoes – not covered -Orthotics – not covered -Hearing aids – not covered	<b>Medical Services and Supplies</b> -85% coinsurance - Orthopedic shoes – 1 pair per year maximum - \$400 -Orthotics - \$250 per year -Hearing aids - \$400 every 8 years	<b>Medical Services and Supplies</b> 90% coinsurance -Orthopedic shoes – 1 pair per year maximum \$500 -Orthotics - \$300 per year -Hearing aids - \$500 every 5 years
<b>Paramedical Services</b> -Not covered	<b>Paramedical Services</b> -85% coinsurance -Annual combined maximum of \$900 for acupuncturist, audiologist, chiropractor, dietician, massage therapist, naturopath, occupational therapist, osteopath, physiotherapist, podiatrist and speech therapist - Annual combined maximum of \$750 for psychologist, psychotherapist and social worker	<b>Paramedical Services</b> -90% coinsurance -Annual combined maximum of \$1,100 for acupuncturist, audiologist, chiropractor, dietician, massage therapist, naturopath, occupational therapist, osteopath, physiotherapist, podiatrist and speech therapist - Annual combined maximum of \$800 for psychologist, psychotherapist and social worker
<b>Vaccines Covered</b>	<b>Vaccines Covered</b>	<b>Vaccines Covered</b>
<b>Lab Tests and X-rays</b> \$600 per year	<b>Lab Tests and X-rays</b> \$900 per year	<b>Lab Tests and X-rays</b> \$1,100 per year
<b>Vision Care</b> -Not covered	<b>Vision Care</b> -\$50/24 months for eye exam	<b>Vision Care</b> -\$50/24 months for eye exam -\$200/24 months for glasses and contact lenses (including laser eye surgery)
<b>Health Spending Account</b> -Individual - \$425 -Family - \$850	<b>Health Spending Account</b> -None	<b>Health Spending Account</b> -None

<p><b>Outside Canada Coverage</b></p> <p><b>100% for emergency medical services and travel assistance up to a \$5,000,000 lifetime maximum</b></p>
<p><b>Maximums indicated in these tables represent the maximum reimbursement you will receive from the plan per insured person.</b></p>

**BETWEEN:                      UNI-SELECT INC.**

**AND: THE UNITED STEELWORKERS**  
**On Behalf of Local No. 2009**

**Re: Cameras**

**UNITED STEELWORKERS**  
(On Behalf of Local Union 2009)

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## LETTER OF UNDERSTANDING #2

**BETWEEN:                      UNI-SELECT INC.**

(hereinafter referred to as "the Company")

**AND: THE UNITED STEELWORKERS**  
**On Behalf of Local No. 2009**

(hereinafter referred to as "the Union")

**Preamble:**

During the 2024 negotiations, the Company advised the Union that the Company may seek out alternative benefit carriers, which may result in changes to the current Carrier and subsequent benefit coverage.

Should the Company seek to implement a change to the existing benefits coverage, current entitlements to the benefit levels as per Appendix B Benefit Plan must be maintained or exceeded.

The Company agrees that it will meet with the Union prior to any implementation.

Should the Company seek to make inferior changes to the benefit levels it must be agreed to and ratified by the membership and will be negotiated through a Letter of Understanding.

Signed this                      day of                      ,2024.

**UNI-SELECT INC.**

**UNITED STEELWORKERS**  
**(On Behalf of Local Union 2009)**

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## LETTER OF UNDERSTANDING #3

**BETWEEN:           UNI-SELECT INC.**  
**(hereinafter referred to as "the Company")**

**AND: THE UNITED STEELWORKERS**  
**On Behalf of Local No. 2009**  
**(hereinafter referred to as "the Union")**

## AGENCY WORKERS

The Company and the Union recognize and acknowledge that temporary staff hired by the Company from employment agencies ("Agency Workers") shall continue to perform bargaining unit work to allow the Company to meet bona-fide operational production requirements, such as production fluctuations in sales volumes, covering leaves of absence or for vacation coverage. The Company may utilize Agency Workers representing up to twenty-five percent (25%) of Employees. Agency Workers may be utilized for a period of up to 1,440 hours worked at which time they will become a Full Time or Part Time Employee.

Agency Workers shall not be covered by the terms of the Collective Agreement, unless explicitly stated herein. The Company will pay the Union, for the duration of the Collective Agreement, a one-time \$250.00 initiation fee for each Agency Worker allotted slot. For clarity, an initiation fee paid for an Agency Workers allotted slot can be used again during the life of the Collective Agreement for a different Agency Worker. In addition, on a monthly basis, the Company shall provide the Union with an amount equal to the Union Dues for all Agency Workers employed during each month and calculated on all hours worked by Agency Workers. The Union dues will be calculated upon the lowest wage rate in the Collective Agreement. The Company acknowledges that it shall not use this Letter of Understanding to avoid hiring a Full Time Employee in the bargaining unit should its sales volumes and business activities grow on an ongoing, yearly basis to the point where the Company believes that an increase to its full-time workforce is justified.

No Agency Workers shall get shift/job preference or be called for work if Full Time or Part Time Employees are on lay-off and have not been given the opportunity to work. In addition, no Agency Worker shall be called to work on Saturdays if Students, Full Time or Part Time employees are available. Full Time and Part Time Employees will have priority over Agency Workers for any overtime opportunities. Agency Workers will not perform any picking duties unless overtime is first offered to Full Time and Part Time Employees in accordance with Article 5.02 of the Collective Agreement.

IN WITNESS WHEREOF: The Parties have executed this Agreement at \_\_\_\_\_, British Columbia  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

UNI-SELECT INC.

UNITED STEELWORKERS (ON BEHALF OF LOCAL UNION 2009

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**BETWEEN:** **UNI-SELECT INC.**  
(hereinafter referred to as "the Company")

**AND:** **THE UNITED STEELWORKERS**  
**On Behalf of Local No. 2009**  
(hereinafter referred to as "the Union")

During collective bargaining, the Parties agreed to establish a voluntary, one-time retirement program whereby any active, full-time employee who shall be sixty-one (61) years of age or more and who shall have accumulated ten (10) or more years of service by December 31, 2024, shall be eligible to participate in said Program on the following terms and conditions.

1. The Parties shall jointly develop an appropriate communiqué to inform the employees of the Program.
2. Any interested employee shall have until March 31, 2025 to complete, sign and submit a binding and irrevocable application form jointly developed by the Parties and issued by the Company that confirms their participation in the Program. Thereafter, the Company shall not accept any late applications from any employee(s).
3. Once an application has been filed, the Union shall be informed shortly thereafter. While the Company shall make every reasonable effort to accommodate the employee's desired retirement date, the Company shall determine the exact retirement date after taking into account its operational needs, customer service levels and the anticipated ease or difficulty of replacing the soon-to-be-retired employee with an existing employee or an external recruit. No authorized retirement date shall exceed March 31, 2026.
4. All of the employee's terms and conditions of employment shall continue unchanged until the employee has completed their last day of work. Said terms and conditions shall cease the moment the employee's status transitions to that of a retiree.
5. Any employee who participates in the Retirement Program shall receive a lump sum retirement bonus of \$10,000.00 less applicable deductions via direct bank deposit to be processed on the next scheduled pay day following their retirement.
6. Said bonus can be transferred in whole or in part to the employee's Registered Retirement Savings Plan (RRSP) provided that the employee provides the Company with their investment account information and satisfactory proof from the Canada Revenue Agency as to their RRSP deduction limit for 2025 or 2026, as applicable.
7. The payment of said bonus shall not be taken into account for any purposes related to vacation pay, pension plan contributions and group insurance benefits.

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**IN WITNESS WHEREOF:** The Parties have executed this Agreement at \_\_\_\_\_, British Columbia  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**UNI-SELECT INC.**

**USW (LOCAL UNION 2009)**

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