

COLLECTIVE AGREEMENT



***Sylvan Distribution Ltd.***

*and*

**TRANSPORT, CONSTRUCTION & GENERAL  
EMPLOYEES' ASSOCIATION  
LOCAL NO. 66**

**AFFILIATED WITH THE  
CHRISTIAN LABOUR ASSOCIATION OF CANADA**

# Our Commitment to the Workplace

The Christian Labour Association of Canada (CLAC) and its affiliated locals were founded on the European model of Christian labour unions, which applies principles of social justice to labour relations and the workplace. We value our members' trust and pledge to serve them and promote their economic and social interests. We commit to:

## INTEGRITY

- Deal fairly and honestly with all people
- Earn the trust of workers and their employers
- Honour our commitments and obey the law

## PARTNERSHIP

- Recognize the goals and interests, both shared and different, of labour and management
- Pursue the good of others and expect the same treatment from them
- Facilitate a workplace where labour and management can be compatible partners

## FAIRNESS

- Treat all persons with respect and honour their dignity
- Advocate for and enforce workers' rights in labour law and under collective agreements
- Insist on a fair distribution of the wealth created by work

## RESPECT

- Strive to balance individual and collective interests in our representation
- Listen to and respect legitimate differences of opinion
- Honour the right of workers to freely choose union membership

## COMMUNITY

- Work to reduce and resolve conflict between people
- Promote a balance between work, family, and other social responsibilities
- Increase public recognition of workers' contributions to society

**COLLECTIVE AGREEMENT**

**BETWEEN**

**SYLVAN DISTRIBUTION LTD.**

**AND:**

**TRANSPORT, CONSTRUCTION, AND  
GENERAL EMPLOYEES' ASSOCIATION,  
LOCAL NO. 66 AFFILIATED WITH THE  
CHRISTIAN LABOUR ASSOCIATION OF  
CANADA**

**April 1, 2012 - March 31, 2017**

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# **COLLECTIVE AGREEMENT**

## **BETWEEN:**

**SYLVAN DISTRIBUTION LTD.**

(hereinafter referred to as “the Employer”)

## **AND:**

**TRANSPORT, CONSTRUCTION, AND  
GENERAL EMPLOYEES’ ASSOCIATION,  
LOCAL NO. 66 AFFILIATED WITH THE  
CHRISTIAN LABOUR ASSOCIATION OF  
CANADA**

(hereinafter referred to as “the Union”)

## **ARTICLE 1 - PURPOSE**

1.01 It is the intent and purpose of the parties to this Collective Agreement (“Agreement”), which has been negotiated and entered into in good faith, to:

- a) recognize mutually the respective rights, responsibilities and functions of the parties hereto;
- b) provide and maintain working conditions, hours of work, wage rates and benefits set forth herein;
- c) establish an equitable system for the promotion, transfer, layoff and recall of employees;
- d) establish a just and prompt procedure for the disposition of grievances;

- e) cooperate in the achievement of an efficient and productive operation with the goal of zero damage to customer products;
- f) and generally, through the full and fair administration of all terms and provisions contained herein, to develop and achieve a relationship among the Union, the Employer, and the employees which will be conducive to their mutual wellbeing.

1.02 The omission of specific mention in this Agreement of existing rights and privileges established or recognized by the Employer prior to the date of this Agreement shall not be construed to deprive employees of such rights and privileges.

## **ARTICLE 2 - RECOGNITION**

- 2.01 The Employer recognizes the Union as the sole bargaining agent of all employees in the bargaining unit as defined in Article 2.02, and as amended from time to time between the parties.
- 2.02 This Agreement covers all employees of the Employer at 130-7419 Nelson Road, Richmond, BC, except those excluded by the Code.
- 2.03 The Employer agrees that the Union and its duly appointed Representatives are authorized to act on behalf of the Union for the purpose of supervising, administering and negotiating the terms and conditions of this Agreement and all matters related thereto.
- 2.04 Except in cases of emergency or for training and instructional purpose or for other unanticipated operational requirements, non-bargaining unit personnel (working foreman, supervisors and other non-bargaining unit employees) shall not normally perform

work included in work or job classifications under this Agreement and normally performed by members of the bargaining unit.

### **ARTICLE 3 – SCOPE**

3.01 Should any provision of the Collective Agreement be rendered null and void or materially altered by future legislation, the remaining provisions of the Collective Agreement shall remain in force and effect for the term of the Agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the affected provision.

3.02 The parties agree that

- Part 3, Wages, Special Clothing & Records
- Part 4, Hours of Work and Overtime
- Part 5, Statutory Holidays
- Part 7, Annual Vacation, and
- Part 8, Termination of Employment

of the *Employment Standards Act* form part of this Collective Agreement, except those provisions specifically modified by this Agreement.

### **ARTICLE 4 – MANAGEMENT’S RIGHTS**

4.01 Affairs of Business

Subject to the provisions of this Agreement, it is agreed that the Employer has the exclusive rights to manage the affairs of the business and to direct the working forces of the Employer. Such functions of management include, but are not limited to the right to hire, enforce rules of safety, promote, discharge, or discipline for cause, layoff employees, and maintain efficiency of employees. The Employer has the right to alter, rearrange or change, extend, limit or curtail its operations or any part thereof,

to decide the number of employees that may be assigned to work on any job or shift and the equipment to be employed in the performance of such work. Management reserves the right to introduce a performance and quality of work incentive program.

4.02 Rules and Regulations

The Employer shall have the right to establish, maintain, and enforce reasonable rules and regulations to assure orderly and safe operations, it being understood and agreed that such rules and regulations shall not be inconsistent or in conflict with the provisions of the Agreement.

**ARTICLE 5 - REPRESENTATION**

5.01 For the purpose of representation with the Employer, the Union shall function and be recognized in the manner set out below.

5.02 Representatives

- a) Representatives of the Union (“Representatives”) are representatives of the employees in all matters pertaining to this Agreement, particularly for the purpose of processing grievances, negotiating amendments to and renewals of this Agreement and enforcing the employees' collective bargaining rights, as well as any other rights under this Agreement and under the law. The Union will advise the Employer, in writing, of the name(s) of its duly appointed Representative(s).
  
- b) Representatives shall have the right to visit at the location where employees are working. The Representatives will identify themselves to the appropriate management personnel upon arriving at a job site. Such visits shall not unduly disrupt the flow of work.



### 5.03 Stewards

- a) The Union has the right to appoint or elect Stewards. Stewards are representatives of the employees in certain matters pertaining to this Agreement, including the processing of grievances. Stewards are not permitted to amend any terms of this Agreement.
- b) Stewards will not absent themselves from their work to deal with Union business without first obtaining the permission of the Employer. Permission will not be unreasonably withheld.
- c) As per Article 7.06, a Steward will be given the opportunity to address all new employees for the purpose of introducing themselves and the Union and providing the employees with Union information. This will, whenever possible, occur during the new employee's site orientation or first shift.

### 5.04 Negotiating Committee

The Union has the right to appoint or elect union members to a Negotiating Committee. Time spent in negotiations shall be considered time worked, and the Employer shall pay for those hours at the prevailing hourly rate.

### 5.05 The Employer

- a) The Employer may meet periodically with the employees for the purpose of discussing any matters of mutual interest or concern to the Employer, the Union, and the employees. A Union Representative may attend such meetings.
- b) The Employer shall provide sufficient bulletin board facilities, at mutually agreed locations, for the exclusive use of the Union.

## **ARTICLE 6 - WORK STOPPAGES**

- 6.01 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Union will not permit or encourage any strike, slowdown, or any stoppage of work or otherwise restrict or interfere with the Employer's operation through its members.
- 6.02 During the term of this Agreement, or while negotiations for a further Agreement are being held, the Employer will not engage in any lockout of its employees.

## **ARTICLE 7 - EMPLOYMENT POLICY AND UNION MEMBERSHIP**

- 7.01 The Union and the Employer will co-operate in maintaining a desirable and competent labour force. The Employer will give due consideration to union members for employment, provided such applicants are qualified to meet the requirements of the job.
- 7.02 New employees will be required to serve a probationary period of five hundred (500) hours worked and thereafter shall attain regular employment status, provided such service is satisfactory to the Employer. Their respective seniority shall be dated back three (3) months from the date they attained regular employment status.
- 7.03 Probationary employees are covered by the Agreement, excepting those provisions which specifically exclude such employees.
- 7.04 The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job postings and awards, discipline, suspensions, terminations, and hirings. The name, social insurance number, address, date of hire, and classification of new employees shall be provided to the Union

once monthly. A list of employees, showing their names ranked according to seniority, classification, and rate, shall be forwarded to the Union during April and October in each year.

- 7.05 Neither the Employer nor the Union will compel employees to join the union. The Employer will not discriminate against any employee because of union membership or lack of it, and will inform all new employees of the contractual relationship between the Employer and the Union. Notwithstanding this, it is understood that all employees in the bargaining unit are covered by the Collective Agreement, whether or not they join the Union.
- 7.06 A steward shall be given the opportunity for ten (10) minutes off work to greet new employees to discuss union membership with them.

## **ARTICLE 8 - UNION DUES**

- 8.01 a) The Employer is authorized to and shall deduct monthly union dues, or a sum in lieu of union dues, from each employee's pay as a condition of employment. The Employer is also authorized to and shall deduct administrative dues, or a sum in lieu of administrative dues, from each employee's pay upon an employee's initial hire.
- b) The amount of union dues and administrative dues shall be in accordance with the Employer Dues Directive issued by the Union, as determined by the National Convention.
- 8.02 The Union will promptly notify the Employer, in writing over the signature of its designated officer, of the amount of the deduction to be made by the Employer for regular union dues and the Union shall save the Employer harmless for all such deductions.

- 8.03 The total amount deducted will be remitted to the Union's Provincial Remittance Processing Centre each month, by the fifteenth (15<sup>th</sup>) of the month following the deduction, together with an itemized list of the employees for whom the deductions are made and the amount deducted for each.
- 8.04 The Employer shall provide the Union with all necessary information regarding insurance and benefit plans, job classification changes, and terminations. The name, address, date of hire, and classification of new employees shall be provided to the Union once monthly. A list of employees ranked according to classification and showing the employees' rates of pay, shall be forwarded to the Union twice yearly.

## **ARTICLE 9 –UNION REMITTANCES**

- 9.01 Remittances will be made to the Provincial Remittance Processing Centre pursuant to Articles 8 and 22 each month, by the fifteenth (15<sup>th</sup>) of the month following the deduction together with an itemized list of the employees for whom the contributions are made and the amount remitted for each.
- 9.02 In the event that the Employer fails to make the proper remittance, the Union will notify the Employer of this failure. The Employer will then have two (2) working days to correct this error.
- 9.03 Further to Article 9.02, if the Employer continues to be delinquent in its remittance to the Union, the Employer shall pay interest to the Union and its various Funds, as the case may be, at one percent (1%) per month on the amount owing. Such interest shall be compounded on a monthly basis.
- 9.04 If the Employer satisfies all its obligations under Articles 9.01, 9.02 and 9.03 relating to Articles 8, and 22 the Union agrees the

Employer will be saved harmless for any claims relating to these remittances.

## **ARTICLE 10 - WAGES AND RATES OF PAY**

- 10.01 Wage schedules applicable to various job classifications and locations are as set forth in the various schedules attached.
- 10.02 An employee who reports for work in the usual manner but is prevented from starting work due to a cause not within his/her control, shall be entitled to a minimum of two (2) hours' pay. If an employee begins work, he/she shall be entitled to a minimum of four (4) hours' pay.
- 10.03 Employees will receive their pay through electronic funds transferred to their bank accounts during the normal course of payroll processing. Separate cheques for vacation will not be issued.
- 10.04 Employees who start their shift between 1:00 p.m. and 11:00 p.m. will be entitled to the afternoon shift premium. Employees working the afternoon shift are entitled to be paid a shift premium of fifty cents (\$0.50) per hour for every hour worked.
- 10.05 Employees working between the hours of 11:00 p.m. and 6:59 a.m. will be called the graveyard shift. Employees working the graveyard shift will be entitled to be paid eight (8) hours for seven and one-half (7.5) hours worked.
- 10.06 All new classifications may be established by mutual agreement between the Employer and the Union. Wage rates for new classifications shall be negotiated with the Union. If agreement is not reached, the issue shall be submitted to binding arbitration.

## **ARTICLE 11 - HOURS OF WORK AND OVERTIME**

- 11.01 a) The work week shall consist of forty (40) straight time hours worked in four (4) or five (5) shifts, with days off to be consecutive, whenever possible.
- b) Employees who have only completed thirty-two (32) hours of work in one (1) week can complete their forty (40) hours at regular time before overtime hours are offered. This does not include sick time and voluntary absence.
- c) All employees shall start at the Start Rate and progress in accordance with hours worked.
- d) Hours worked means hours actually worked at the warehouse and shall not include paid or unpaid days not actually worked, statutory holidays, vacation, Workers' Compensation, or leaves of absence. Overtime hours worked shall be recorded as straight time.
- 11.02 Work performed in excess of the scheduled shift hours shall be paid at the rate of one and one-half (1½) times the regular hourly rate for the first three (3) hours of overtime. All hours in excess of three (3) hours of overtime each shift, or forty-eight (48) hours per week, exclusive of daily overtime, shall be paid at two (2) times the regular rate. For a week in which there is a statutory holiday, employees regularly working ten- (10) hour shifts must work forty-eight (48) hours exclusive of daily overtime before qualifying for double time.
- 11.03 Any employee required to work on a statutory holiday shall be paid one and one-half (1½) times the hourly rate, regardless of weekly hours.

- 11.04 Overtime shall normally be performed on a voluntary basis; however, if there are insufficient volunteers, the Employer reserves the right to assign the work in inverse order of seniority to qualified employees.
- 11.05 A lunch period of thirty (30) minutes shall be scheduled as near as possible to the middle of the shift. This provision applies to all employees. However, if part-time employees work less than five (5) hours, the lunch period may be replaced by a second fifteen- (15) minute rest period.
- 11.06 There shall be a fifteen- (15) minute rest period, with pay, during each half of the shift. If it is judged that there will be a minimum of two (2) hours of overtime to be worked for an eight- (8) hour shift or one (1) hour overtime for a ten- (10) hour shift, the employees will be entitled to an additional fifteen- (15) minute rest period.
- 11.07 No employee shall be discriminated against or be compelled to work Sunday or a day in lieu thereof, only because the employee's religious convictions prevent him from working.
- 11.08 a) Continuation of task  
Overtime shall be offered to employees in order of seniority so long as the employee is capable of performing the available work effectively. This excludes "continuation of task" overtime, which is work estimated to be one (1) hour or less.
- b) Shortage of work  
If there is a shortage of work during a shift, and if it is operationally practical, employees will be asked if they would like to voluntarily leave in order of seniority.

11.09 An employee may bank overtime as follows:

- a) an employee may bank overtime for the purpose of additional vacation or payment of sick days;
- b) overtime which is accumulated as vacation/overtime shall be credited in terms of hours. When an employee leaves the company, all accumulated hours in the employee's overtime bank will be paid out in total;
- c) an employee will be allowed to accumulate a maximum of eighty (80) hours of banked overtime per year;
- d) unused banked overtime will be paid out at the end of each calendar year;
- e) the granting of time off for banked overtime will be at the discretion of the Employer;
- f) banked overtime can be used to cover lost wages occurring from approved time off. Banked overtime can only cover one (1) hour time blocks.

11.10 The Employer will make best efforts to give a minimum of one (1) hour notice if overtime is required.

11.11 Employee definitions:

- a) Part-time employee: an employee who works fewer than thirty-five (35) hours per week.
- b) Full-time employee: an employee who works thirty-five (35) or more hours per week averaged over the previous thirteen- (13) week period.



11.12 Part-time and casual employees shall advance on the wage progression in the same manner as full-time employees; that is, on the basis of hours worked.

## **ARTICLE 12 - VACATIONS**

12.01 Employees will receive annual vacations upon completion of the following years of service, with pay calculated as a percentage of their gross annual earnings:

- from zero (0) to one (1) year of service – four percent (4%) vacation pay (vacation entitlement begins in the second year);
- after one (1) year's service - eighty (80) hours' vacation with pay at four percent (4%);
- after three (3) years' service –one hundred and twenty (120) hours' vacation with pay at six percent (6%);
- after eight (8) years' service –one hundred and sixty (160) hours' vacation with pay at eight percent (8%).

12.02 a) Employees entitled to more than eighty (80) hours' vacation as per Article 12.01, shall take no more than eighty (80) hours during June, July, August, or December. At the discretion of the Employer, additional employees may take time off if operation requirements permit.

A maximum of ten percent (10%) of each crew or two (2) employees per crew, whichever is greater, may take vacation on a weekly basis during this period, when vacations are being scheduled as per Article 12.03(a).

b) An employee who has unused vacation in excess of the *BC Employment Standards Act* may choose to have his or her unused vacation paid out in lieu of time off.

- 12.03 a) The Employer shall post blank vacation schedules on December 1<sup>st</sup> each year. Employees shall enter first preference no later than January 31<sup>st</sup> with the requested vacation to be confirmed by the Employer no later than March 1<sup>st</sup> in each year.
- b) Scheduled vacation must be taken in blocks of one- (1) week shift rotation. Single days will be scheduled, in order of seniority, after all the blocks have been scheduled. Scheduling single vacation days will only be permitted as per Article 12.06.
- c) In scheduling vacation time, the Employer shall proceed down the seniority list of each separate crew and deal with any conflicts that arise. Vacations will be scheduled in order of seniority.
- d) Unscheduled vacation time will not override approved days off.
- 12.04 The Employer will endeavour to grant vacations at the time requested in the vacation season or period, considering business requirements. If a choice must be made between two or more requests for vacation at the same time, seniority shall apply.
- 12.05 Vacation pay shall be paid on the normal pay day for that vacation period through the normal payroll process.
- 12.06 Statutory holiday pay will be issued as per Article 13.01 during the pay period in which the holiday occurs. In the event a public holiday falls during an employee's annual vacation, such employee shall be entitled to a day off, without pay, at a mutually agreed upon time within eight (8) weeks of the actual holiday.

12.07 The following shall be included in calculating years of service for the determination of vacations with pay for an employee after one (1) continuous year of employment:

- a) absence on Workers' Compensation up to a period of one (1) year, provided the employee returns to his/her employment;
- b) absence due to illness up to a period of one (1) year, provided the employee returns to his/her employment.

### **ARTICLE 13 - HOLIDAYS**

13.01 The Employer agrees to pay at regular rates per day for the following eleven (11) holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
British Columbia Day	Boxing Day
Family Day (effective 2013)	

Any additional statutory holidays declared by either the Federal or Provincial Government shall be covered by the provisions of this Article.

13.02 Article 13.01 applies to employees who have attained regular employment status and who have worked their scheduled workday before and their scheduled workday following the holiday, provided either is within thirty (30) days of the holiday in question, unless their absence is due to authorized leave of absence (as granted per Article 17) or vacation with pay.

13.03 Part-time employees shall receive payment for holidays proportionate to their actual time worked, calculated on the basis of the four (4) calendar weeks preceding the holiday.

- 13.04 If one of the above-named holidays falls on a regularly scheduled day off, the following regularly scheduled work day shall be observed as the holiday, unless an alternate day is mutually agreed upon.
- 13.05 Where the Employer and the Union mutually agree, a holiday may be observed on another day.
- 13.06 A statutory holiday is determined an overtime day for the purposes of Articles 11 and 12.

#### **ARTICLE 14 - SENIORITY, LAYOFF, AND PROMOTION**

- 14.01 Job opportunity and security should increase in proportion to length of continuous service. New employees shall be placed on the seniority list upon completion of their probationary period in accordance with Article 7.02. Employees who pass probation on the same hour will have their seniority number drawn randomly.
- 14.02 a) The seniority list shall be maintained at all times by the Employer. The Union shall be mailed a copy of the seniority list on a regular basis to permit inspection and to allow the Union to ascertain the seniority status of an employee within its jurisdiction.
- b) There shall be a separate seniority list for employees at each operation referred to in Article 2.02.
- c) Employees who accept a position at another location shall retain their seniority for the purposes of benefits and vacations but shall commence as new employees on the seniority list at their new location. There shall be no probation period. Instead, there shall be a trial period of sixty (60) days or three hundred fifty (350) hours, whichever

comes first. This trial period is to enable the employee to demonstrate ability, and for the Employer to determine the employee's ability to do the job. If either the employee or the employer is not satisfied with the employee's performance during the trial period the employee would be entitled to return to his/her previous position at the predecessor location.

14.03 Seniority rights shall cease for an employee who:

- a) voluntarily terminates his/her employment;
- b) is discharged and such discharge is not reversed through the Grievance Procedure;
- c) is laid off for a continuous period of more than twelve (12) consecutive months.

14.04 When there is a reduction of the workforce, probationary employees shall be laid off first. Further layoffs shall be guided by the following considerations: seniority, ability, and qualifications of the employees to perform the work.

The above considerations shall also guide the Employer and the Union when employees on layoff are recalled.

14.05 Any appeal in regard to a layoff must be taken up under the first step of the Grievance Procedure hereinafter set forth within five (5) workdays after the layoff took place.

14.06 Any employee laid off and recalled for work must return within two (2) workdays when unemployed and within five (5) workdays when employed elsewhere after being recalled.

14.07 a) The Employer shall post, for a minimum of five (5) workdays, in a conspicuous place, notice of all training

positions, vacant positions, new positions, and premium pay opportunities. These postings must state the location of the position or opportunity. Any employee of the Employer covered by this Agreement may apply for such position. Skill, ability, and efficiency of the employee shall be given primary consideration in the appointment. Where such factors are relatively equal in the opinion of the Employer, seniority shall be the governing factor.

- b) Employees of Sylvan Distribution Ltd. will be given the opportunity to apply for any posted positions before any external applicants are considered. Internal applicants will not be unreasonably denied. The Employer reserves the right to determine the suitability of all applicants.
- c) All employees who have successfully completed the probationary period and who apply for a posted position will be considered. The Employer will make best efforts to provide unsuccessful applicants information regarding their application for the purposes of their development of required skills and abilities for future applications.

14.08 Employees who work an average of thirty-five (35) hours per week or more, calculated over a thirteen- (13) week period, shall be placed on the full time seniority list and their seniority shall be recognized by date of hire. Employees who average fewer than thirty-five (35) hours per week shall be placed on the part-time seniority list and their seniority shall be recognized on the basis of hours worked.

Where a part-time employee applies for a posted position, his/her total seniority hours shall be divided by two thousand and eighty (2080) for the purpose of comparing overall seniority with full-time applicants.

## **ARTICLE 15 - JURY DUTY**

15.01 It is agreed that the Employer shall compensate employees for the difference, up to one hundred percent (100%), of their regular wages and payment received while performing jury duty or while serving as a subpoenaed witness in a court action or Coroner's Inquest.

## **ARTICLE 16 - BENEFIT AND RETIREMENT PLAN**

- 16.01 a) All regular full time employees covered by the Collective Agreement, upon completion of their probationary period, will be covered by the Employer's hourly employee benefit plan. Employees electing optional coverage will contribute, by payroll deduction, a monthly amount according to the rates set forth for the specific plan options and/or coverage elected. Any changes to the benefit plan will be automatically incorporated as they occur.
- b) Part-time employees will be eligible for coverage described in Article 16.01(a) after completion of fifteen hundred (1500) hours worked, provided they work a minimum of thirty (30) hours per week averaged over the previous thirteen (13) weeks.
- 16.02 a) All regular full time employees who have completed two (2) years of service with the Employer will be eligible to participate in the Employer-administered RRSP program, beginning the first (1<sup>st</sup>) day of January or July following the two (2) years of service.
- b) For all eligible employees, the Employer will contribute four percent (4%) of the base rate times two thousand and eighty (2080) hours and up to an additional two percent (2%) matched contribution based on two percent (2%) of the base

rate times two thousand and eighty (2080) hours, to the Employer-administered RRSP program.

## **ARTICLE 17 - LEAVES OF ABSENCE**

17.01 The Employer may, in its discretion, grant a personal leave of absence without loss of seniority rights, for a maximum period of four (4) months, to all full-time employees on completion of one (1) year of service. The leave shall be without pay, and if in excess of one (1) month, without benefits. The following guidelines apply:

- a) employees on leave of absence will not be included in the maximum number of employees allowed off as per Article 12.02;
- b) employees must submit twenty-one (21) days' minimum written notice;
- c) leaves of absence will generally be limited to one (1) person per crew, based on seniority.

17.02 In the event of death in an employee's immediate family (parent, sister, brother, mother-in-law, father-in-law, grandparent, or grandchild), the employee shall be entitled to be absent from work three (3) days with pay. In the event of the death of a spouse or child, the employee shall be entitled to a paid five- (5) day leave. Employees who do not complete their shift following notification of a death in the immediate family, shall be paid full shift hours in addition to the foregoing bereavement leave.

## **ARTICLE 18 – SICK TIME**

18.01 On January 1 of each year the Employer will provide sixteen (16) hours sick leave to each employee, who has completed their



probationary period, to use during that calendar year. Sick time will not be carried over to subsequent years.

18.02 Employees who pass probation after January 1 shall be granted sixteen (16) hours of sick leave upon the completion of their probationary period.

18.03 Sick time shall be paid out at straight time for the time absent.

Sick time pay will not exceed normally scheduled working hours.

Sick time may be used by an employee to be absent from work without loss of pay in the event of illness or disability, medical and dental appointments where such appointment conflicts with the employee's work schedule.

18.04 Employees may use their banked overtime, and up to forty (40) hours of their vacation time, for the coverage of sick time hours.

18.05 The Employer will require a doctor's note only under the following circumstances:

- a) after three (3) consecutive days off;
- b) any absences beyond five (5) per year;
- c) under circumstances that can reasonably be determined as suspicious.

18.06 It is the responsibility of the employee to notify the department supervisor of absence as soon as possible before the start of their shift. Failing to do so, may result in an unpaid absence.

18.07 Should an employee become ill during their shift, it is the responsibility of the employee to notify the department

supervisor of the need to leave the work site. Failing to do so, may result in an unpaid absence.

18.08 An employee who has not used any of the sixteen (16) hours paid sick leave from the previous year will be paid out eight (8) hours at straight time on the first pay of the New Year.

## **ARTICLE 19 – WAREHOUSE CLOSURE**

### 19.01 Severance Pay

Employees whose employment is terminated because of warehouse closure shall be entitled to severance pay of one (1) week's pay at regular straight time rates for each year of service with the Employer, up to a maximum of eight (8) weeks' pay.

19.02 An employee so affected may elect to accept layoff with recall rights as defined in Article 14 in lieu of the above, the election to be made within one (1) month of the notice of termination.

### 19.03 Technological Change

The parties agree to be guided by section 54 of the *Labour Relations Code* which states:

- (1) *If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies,*
- (a) *the employer must give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected, and*
  - (b) *after notice has been given, the employer and trade union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:*

- (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;*
- (ii) human resource planning and employee counselling and retraining;*
- (iii) notice of termination;*
- (iv) severance pay;*
- (v) entitlement to pension and other benefits including early retirement benefits;*
- (vi) a bipartite process for overseeing the implementation of the adjustment plan.*

*(2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the employer and the trade union.*

*(3) Subsections (1) and (2) do not apply to the termination of the employment of employees exempted by section 65 of the Employment Standards Act from the application of section 64 of that Act.*

## **ARTICLE 20 - SAFETY AND HEALTH**

20.01 The Employer and the Union agree to maintain the highest standard of safety, health, sanitation, and working conditions in and around the Employer's premises. These standards shall be enforced in the following manner:

- a) The Employer and the Union shall each appoint a minimum of two (2) representatives to a Safety Committee. An alternate will be chosen who will serve in the absence of either of the two (2) regular representatives;

- b) The Committee shall have one (1) chairman and one (1) secretary. In the event that the chairman is a representative of the Employer, the secretary shall be a representative of the Union and vice versa;
- c) The Safety Committee shall meet at least once every month. The chairman and/or the secretary are/is empowered to call extra meetings at any time. Special meetings can be called with four (4) hours' advance notice. Meetings are to be held during regular working hours and members paid at regular hourly rates.
- d) Within twenty-one (21) days, the Employer will respond to the Committee with an agreed upon implementation schedule or explanation as to why recommendations of the Safety Committee will not be implemented.

20.02 Seniority employees will be reimbursed up to a maximum of one hundred dollars (\$100.00) per contract year for Employer-approved safety gear, upon presentation of a receipt. This safety gear allowance can be carried over for two (2) years.

## **ARTICLE 21 - UNION-MANAGEMENT COMMITTEE**

21.01 The parties to this Agreement pledge to work toward the greatest possible degree of consultation and cooperation, believing that the following concepts provide a fundamental framework for improved labour-management relations:

- a) the industrial enterprise is an economically characterized work community of capital investors and workers under the leadership of a management;
- b) the economic character springs from a continuous striving toward efficient use of resources, energy, and environment,

and in the adequate development of research, production, and marketing;

- c) the enterprise requires authority relationships under a strong central leadership or management.

21.02 In order to further the aims of the enterprise, the parties agree to have Union-Management meetings as required during the life of this Agreement. The meeting shall serve as a forum for discussion and consultation about policies and practices of the Employer, including scheduling and continuous improvement.

## **ARTICLE 22 - EDUCATION AND TRAINING**

22.01 To further the training of union members, the Employer agrees to remit an amount, outlined in the Schedule “A”, to the Union’s Education and Training Fund. Training funds shall be remitted in accordance with the timelines stipulated for union dues.

## **ARTICLE 23 - GRIEVANCE PROCEDURE**

23.01 Should a dispute arise between the Employer and an employee or the Union regarding the interpretation, application, administration, or violation of this Agreement, it shall be resolved by the grievance procedure in the manner set out below.

23.02 **INFORMAL PROCEDURE** - As an informal step, an employee is encouraged to make an earnest effort to resolve the issue directly with the Management person to whom the employee reports. The employee may choose to be accompanied by a Steward.

23.03 The parties to this Agreement recognize that Union Representatives and the union stewards are the agents through

whom employees shall process their grievances and receive settlement thereof.

- 23.04 Neither the Employer nor the Union shall be required to consider or process any grievance that arose out of any action or condition more than fourteen (14) days after the subject of such grievance occurred. If the action or condition is of a continuing or recurring nature, this limitation period shall not begin to run until the action or condition has ceased.
- 23.05 A "Policy Grievance" is defined as a grievance that involves a question relating to the interpretation, application, or administration of this Agreement. A Policy Grievance may be submitted by either party to Mediation or directly to Arbitration under Article 24, bypassing Step 1 and Step 2 of the Grievance Procedure. A Policy Grievance shall be signed by a steward, a Union Officer, or a Union Representative, or in the case of an Employer's Policy Grievance, by the Employer or his/her representative.
- 23.06 A "Group Grievance" is defined as a single grievance signed by a Steward or a Union Representative on behalf of a group of employees who have the same complaint. A group grievance must be dealt with at successive stages of the Grievance Procedure, commencing with Step 1. The grievers shall be listed on the grievance form.
- 23.07 Step 1  
A grievance shall be submitted to the Employer in writing within fourteen (14) days of the act or condition causing the grievance. The Employer shall address the grievance and shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the grievance is submitted.

### 23.08 Step 2

If the grievance is not resolved at Step 1, a Union Representative may, within seven (7) days of the decision under Step 1 or within seven (7) days of the day this decision should have been made, submit a Step 2 grievance to the Employer. The parties shall attempt to meet to resolve the grievance within one (1) week after the Step 2 grievance has been filed. The Employer shall forward a written response to the grievor and the Union Representative within seven (7) days of the day on which the Step 2 grievance is submitted.

## **ARTICLE 24 - ARBITRATION**

24.01 If the parties fail to settle the grievance at Step 2 of the Grievance Procedure, the grievance may be referred to mediation or arbitration.

24.02 The party initiating arbitration must serve the other party with written notice of desire to arbitrate within fourteen (14) days after receiving the decision given at Step 2 of the Grievance Procedure.

24.03 If a notice of desire to arbitrate is served, the two parties shall attempt to obtain an agreement to refer the matter to an agreed upon single Arbitrator, within seven (7) days of service, who will meet with the authorized representatives of the Union and the Employer in a hearing to ascertain both sides of the case.

24.04 If the parties fail to agree to refer the matter to an agreed single Arbitrator within seven (7) days of service as aforesaid, either Party may request the Minister of Labour to appoint an Arbitrator.

- 24.05 Notice of desire to arbitrate and of nominations of an Arbitrator shall be served personally, by fax, or registered mail. The date of registered mailing shall be deemed to be the date of service.
- 24.06 If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may commence arbitration proceedings and if the party in default refuses or neglects to appoint an Arbitrator, the party not in default may apply to the Minister of Labour to appoint an Arbitrator to hear the grievance. The decision of the Arbitrator shall be final and binding upon both parties.
- 24.07 An employee found to be wrongfully discharged or suspended will be reinstated without loss of seniority and with back pay, less any monies earned, or by any other arrangement which is just and equitable in the opinion of the Arbitrator.
- 24.08 The decision of the Arbitrator will be final and binding on the two parties to the dispute and shall be applied forthwith.
- 24.09 The parties will equally bear the expense of the Arbitrator.
- 24.10 An Arbitrator shall be empowered to render his/her decision or interpretation consistent with the provisions of this Agreement.

## **ARTICLE 25 - DISCHARGE, SUSPENSION, AND WARNING**

- 25.01 If written discipline is to be imposed, a copy shall be issued immediately to a Steward and to the Union office. Employees may request that a Steward be present for all disciplinary discussions. If such request is made, the employee will not be reprimanded until a Steward or Representative can be present.
- 25.02 An employee may be suspended or discharged for proper cause by the Employer. Within five (5) workdays following the



suspension or discharge, the employee involved, together with a Union Representative, may interview the Employer concerning the reason leading to the suspension or discharge. Within five (5) workdays following the interview, the Union may submit the complaint to arbitration. This provision excludes probationary employees.

## **ARTICLE 26 - DURATION**

26.01 This Agreement shall be effective on the first (1<sup>st</sup>) day of April, two thousand twelve (2012) and shall remain in effect to and including the thirty-first (31<sup>st</sup>) day of March, two thousand seventeen (2017), and for further periods of one (1) year, unless notice in writing is given by either party of the desire to cancel, change, or amend any of the provisions contained herein, within four (4) months immediately preceding the date of expiry of the Agreement. Should neither of the parties give such notice, this Agreement shall renew for a period of one (1) year.


26.02 The parties agree to exclude the operation of section 50(2) and (3) of the *British Columbia Labour Relations Code*.

**DATED** at Richmond, B.C., this 10 day of July, 2012.

**Signed** on behalf of  
**SYLVAN  
DISTRIBUTION LTD.**

**Signed** on behalf of  
**TRANSPORT, CONSTRUCTION  
AND GENERAL EMPLOYEES'  
ASSOCIATION, LOCAL NO. 66  
AFFILIATED WITH THE  
CHRISTIAN LABOUR  
ASSOCIATION OF CANADA**

  
\_\_\_\_\_  
Authorized Representative

  
\_\_\_\_\_  
Authorized BC Representative

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\_\_\_\_\_  
  
\_\_\_\_\_

**SCHEDULE "A"**  
**CLASSIFICATIONS AND RATES OF PAY**

	2012	2013	2014	2015	2016
		2.5%	2.5%		
<b>Material Handler</b>					
Start to 499 hours	\$12.63	\$12.95	\$13.27		
500 to 1999 hours	\$13.50	\$13.84	\$14.19		
2000 to 3999 hours	\$15.21	\$15.59	\$15.98		
4000 hours and up	\$16.67	\$17.09	\$17.52		
<b>Premiums</b>					
Container/Stacker	\$3.00	\$3.00	\$3.00		
Yard Truck	\$2.25	\$2.25	\$2.25		
Lead Hand	\$2.25	\$2.25	\$2.25		
First Aid	\$0.50	\$0.50	\$0.50		
Shop Steward	\$0.50	\$0.50	\$0.50		
Afternoon Shift - all regularly scheduled shifts between 1:00pm and 12:00am	\$0.50	\$0.50	\$0.50	\$0.50	
<b>Education &amp; Training</b>	\$0.05	\$0.05	\$0.05	\$0.05	

Wage Review

**SCHEDULE “B”**  
**OUTLINE OF MEDICAL BENEFIT COVERAGE**

(This schedule does not form part of the collective agreement. It is for information purposes only. Detailed information is available from the Group Benefits booklet.)

- Life Insurance
- Accidental Death and Dismemberment
- Basic and Major Dental Coverage
- Prescription Drug Plan
- Vision Care
- Extended Health
- Short and Long Term Disability
- B.C. Medical Coverage

**SCHEDULE “C”**  
**CONSCIENTIOUS OBJECTOR STATUS**

(This schedule does not form part of the collective agreement. It is for information only.)

The Union has a conscientious objection policy for employees who cannot support the union with their dues for conscientious reasons, as determined by the Union’s internal guidelines on what constitutes a conscientious objection.

**LETTER OF UNDERSTANDING #1**

**BETWEEN:**

**SYLVAN DISTRIBUTION**  
(hereinafter referred to as the "Employer")

**AND:**

**TRANSPORT, CONSTRUCTION, AND GENERAL  
EMPLOYEES ASSOCIATION, LOCAL NO. 66,  
AFFILIATED WITH THE CHRISTIAN LABOUR  
ASSOCIATION OF CANADA**  
(hereinafter referred to as the "Union")

The parties have agreed that all Material Handlers will be given the opportunity to be trained on all machines in the warehouse after the completion of their probationary period.

**DATED** at Richmond, BC, this 10 day of July, 2012.

**Signed** on behalf of  
**SYLVAN  
DISTRIBUTION LTD.**

  
\_\_\_\_\_  
Authorized Representative

**Signed** on behalf of  
**TRANSPORT, CONSTRUCTION  
AND GENERAL EMPLOYEES'  
ASSOCIATION, LOCAL NO. 66,  
AFFILIATED WITH THE  
CHRISTIAN LABOUR  
ASSOCIATION OF CANADA**

  
\_\_\_\_\_  
Authorized BC Representative

## LETTER OF UNDERSTANDING #2

**BETWEEN:**

**SYLVAN DISTRIBUTION**

(hereinafter referred to as the "Employer")

**AND:**

**TRANSPORT, CONSTRUCTION, AND GENERAL  
EMPLOYEES ASSOCIATION, LOCAL NO. 66,  
AFFILIATED WITH THE CHRISTIAN LABOUR  
ASSOCIATION OF CANADA**

(hereinafter referred to as the "Union")

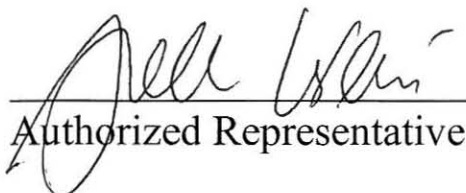
Pursuant to Article 5.02 (a) of the Collective Agreement, the parties have agreed to amend the agreement to include the following:

The Employer reserves the right to call-in temporary staff through a temp agency subject to the following:


- A temporary staff person does not work more than five hundred and sixty (560) hours in the warehouse.

DATED at Richmond, B.C., this 10 day of July, 2012.

**Signed** on behalf of  
**SYLVAN  
DISTRIBUTION LTD.**

  
\_\_\_\_\_  
Authorized Representative

**Signed** on behalf of  
**TRANSPORT, CONSTRUCTION  
AND GENERAL EMPLOYEES'  
ASSOCIATION, LOCAL NO.66,  
AFFILIATED WITH THE  
CHRISTIAN LABOUR  
ASSOCIATION OF CANADA**

  
\_\_\_\_\_  
Authorized BC Representative

## PHONE • FAX NUMBERS

	<b>PHONE</b>	<b>FAX</b>
CLAC BC Offices		
<i>Fort St. John</i>	250-785-5005 800-331-2522	250-785-5006
<i>Kelowna</i>	250-868-9111 866-757-2522	250-868-9192
<i>Langley</i>	604-888-7220 800-331-2522	604-455-1565
Benefit Office (Western)	888-600-2522	780-451-3976
Benefit Office (Eastern)	800-463-2522	905-945-7200
BC Training	604-888-7220 800-331-2522	604-455-1565
Group Retirement Services	800-724-3402	
Ceridian LifeWorks	866-714-3129	

## USEFUL WEBSITES

CLAC Offices, Programs	<a href="http://www.clac.ca">www.clac.ca</a>
WCB	<a href="http://www.WorkSafeBC.com">www.WorkSafeBC.com</a>



## Christian Labour Association of Canada

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Local 44, 56, 62, 66, 67, 68 and 501

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fortstjohn@clac.ca

VANCOUVER/LOWER  
MAINLAND  
19955 81A Ave, Unit 100  
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KELOWNA/SOUTHERN  
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*Affiliated with the International Trade Union Confederation (ITUC)*