

# **COLLECTIVE AGREEMENT**

**Between**

**Modo Co-operative**

**And**



**UNIFOR**  
Local**3000** | Canada

Effective: May 1, 2019 – April 30, 2022

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## **ARTICLE 1 - PURPOSE OF AGREEMENT**

### **1.01 PURPOSE OF AGREEMENT**

It is the purpose of both parties to this Agreement:

- (a) to maintain relations between the Employer and the Union and provide settled and just conditions of employment;
- (b) to recognize the mutual value of joint discussions and problem solving concerning matters related to Modo Co-operative and the Collective Agreement;
- (c) to promote the morale, well-being and security of all employees in the bargaining unit of the Union;
- (d) to promote and maintain harmonious relations between the Employer and members of the Union
- (e) to provide an amicable method for final and conclusive settlement without stoppage of work of all disputes between the persons bound by the Agreement respecting its interpretation, application, operation, or alleged violation, including a question as to whether a matter is arbitrable; and
- (f) to enable the parties to this Agreement to work together to ensure the services of Modo Co-operative are provided as effectively as possible.

### **1.02 GENDER REFERENCES**

All articles and clauses referred to in this Agreement apply equally to both male and female employees.

## **ARTICLE 2 - DURATION AND INTEGRITY OF AGREEMENT**

### **2.01 DURATION**

- (a) This Agreement shall be in effect to April 30<sup>th</sup>, 2019. Thereafter, the Agreement shall continue in full force and effect from year to year subject to the right of either party to serve notice to commence bargaining as provided for in the Labour Relations Code of British Columbia.

All provisions of this Agreement are effective on the date of ratification unless otherwise specified in the Collective Agreement.

- (b) During the period when negotiations are being conducted between the parties for the renewal of this Agreement, the present Agreement shall continue in full force and effect until:
  - (i) the Union commences a legal strike; or
  - (ii) the Employer commences a legal lockout; or
  - (iii) the parties enter into a new or further Agreement.

**2.02 LABOUR RELATIONS CODE - SECTION 50(2) AND 50(3) EXCLUDED**

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

**2.03 STRIKES AND LOCKOUTS**

The Union agrees during the term of this Agreement there will be no slowdown or strike, stoppage of work or refusal to work or to continue to work. The Employer agrees that during the term of this Agreement there will be no lockout.

**2.04 CONTRACTING OUT**

- (a) The Employer shall not contract out work regularly performed by members of the bargaining unit where it would result in the reduction of hours, layoff, or delay of recall of a member of the Bargaining Unit.
- (b) Notwithstanding 2.04 (a), the Employer may contract out bargaining unit work in a manner consistent with the current practice, or where the nature and/or duration of the work makes it impracticable to assign the work to or hire bargaining unit employees. The Employer may continue to utilize the call service to provide the coverage currently in effect. The Union will be notified when bargaining unit work is contracted out.

**2.05 TECHNOLOGICAL CHANGE**

- (a) Definition

"Technological Change" means the installation of new advanced equipment or a substantial change in the data processing systems which would result in employee displacement or the need for specialized training.

- (b) Consultation

Sixty (60) days prior to the implementation of the technological change, the parties will meet to discuss the impact of the change and identify which employee's might be affected.

(c) Procedure

Employees affected by technological change will be given the opportunity to transfer to a current vacant position or displace a less senior employee under the provisions of Article 9. The Employer shall provide reasonable training for an employee displaced under this Article, provided the employee has the necessary qualifications for the new position.

**2.06 EXTENT**

In the event that existing federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The Employer and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision(s) so altered or invalidated.

**ARTICLE 3 - UNION RECOGNITION**

**3.01 RECOGNITION OF EXCLUSIVE BARGAINING AGENT**

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees in the Bargaining Unit described in the certification issued by the Labour Relations Board, subject to the exclusions subsequently ordered by the Labour Relations Board or recognized by the Parties as per Appendix "A".
- (b) For purposes of this Agreement, the terms employee or employees shall be understood to mean those persons employed by the Employer for whom the Union is the recognized Bargaining Agent in (a) above.
- (c) There shall be no discrimination exercised or practiced by either party with respect to any employee by reason of his or her union membership status or participation in union activities.

**3.02 LEGAL PICKET LINES**

- (a) No employee shall be disciplined for refusal to cross a legal picket line arising from a strike or lockout. In this circumstance, any employee failing to report for duty shall be considered to be absent without pay. For purposes of this article, a legal picket line shall mean only those picket lines expressly permitted under Section 65 of the Labour Relations Code of British Columbia.

- (b) The Union agrees whenever practicable to give the Employer advance notice of the probable implementation of picket lines which might affect the Employer's operation.

### **3.03 PERFORMANCE OF BARGAINING UNIT WORK**

The Parties agree with the principal of retaining for the employees the work normally done by them. Consistent with this, Management Personnel may perform Bargaining Unit work as is presently the practice in the workplace and for the purpose of instruction, to overcome technical difficulties, in the case of crisis, emergencies, or temporary absences, and during a Manager's three (3) month probationary period. However, no employee will be laid off or suffer loss of earnings due to Management Personnel performing work normally done by Bargaining Unit Employees.

### **3.04 UNION BUTTONS**

An employee may wear the Union button without being disciplined.

### **3.05 UNION HOUSE CARD**

The Employer agrees to post the Union House Card in a conspicuous place.

### **3.06 UNION REPRESENTATIVES VISITS**

- (a) Where it is necessary for a representative of the Union to visit the Employer's premises for meetings with the Employer, investigating and assisting in the settlement of a grievance, or a problem related to the application of the Collective Agreement, or to conduct bona-fide union business involving the employees, the Union Representative will notify the Employer in advance and arrange a mutually agreed time for such visit.
- (b) Access to the Employer's premises will not be unreasonably denied by the Employer.
- (c) The investigation must not result in any disruption with the Employer's operations of affairs, and it must not result in any employee or employees neglecting their work duties and responsibilities.

### **3.07 BULLETIN BOARDS**

The Union will have the exclusive use of one (1) bulletin board provided by the Employer, which will be readily available to all employees. This bulletin board will be used by the Union for the purpose of posting official Union notices concerning internal and administrative matters of the Union which may be of interest to members of the Bargaining Unit. All notices on the Union bulletin board will only be posted upon the authority of the Executive Committee of the Union.

**3.08 UNIT MEETINGS**

The Employer will provide a meeting room to the Union at no cost, once (1 x) a year, for the purpose of the Union meetings with Unit employees. The date, time, and duration of the meeting will be mutually agreed between the Parties prior to the scheduling of the meeting.

**ARTICLE 4 - UNION SECURITY**

**4.01 MEMBERSHIP**

All employees who were members of the Union on the date of certification or new employees, who become members, shall remain members in good standing as a condition of employment.

**4.02 NEW EMPLOYEES**

- (a) The Employer agrees that it will advise each newly hired employee of the Union security and check-off provisions provided in this Collective Agreement, and refer such employees to the Union for purposes of obtaining a union card.
- (b) All new employees, as a condition of employment, shall complete and sign a Union Membership Application Card before commencing work. The Employer will forward the completed application card to the Union.
- (c) The Employer will provide the Shop Steward and the Union immediately with the name and classification of newly-hired employees.

**4.03 CHECK-OFF - ASSIGNMENT OF WAGES**

- (a) All new employees, as a condition of employment, shall sign an authorization of Union dues check-off before commencing work.
- (b) The Union agrees to supply the Employer with the necessary assignment of wages forms. Such forms must specifically authorize the deductions listed in Article 4.04.

**4.04 CHECK-OFF PROCESS AND PROCEDURES**

- (a) The Employer agrees to deduct initiation fees, union dues, and assessments upon receipt of the appropriate assignment of wages form, signed by each employee.

- (b) In the event that the Employer's files do not contain the necessary assignment of wages for any existing employee, such employees shall, upon demand, sign and present the appropriate assignment of wages form.
- (c) All monies deducted from employees' earnings pursuant to this article, are to be forwarded to the Secretary of the Union, on or before the 15<sup>th</sup> day of the month in the month following that in which the monies were deducted. Union dues will be remitted via direct deposit to the Local Union.
- (d) It is the responsibility of the Union to advise the Employer in writing as to the amount of money to be deducted for initiation fees, union dues, and assessments and of any changes in the amounts to be deducted. In the event that any amount to be deducted is changed from the amount specified in the assignment of wages form signed by the employees, new forms reflecting the new amounts to be deducted must be signed by each employee prior to making such deductions.
- (e) The Union recognizes and agrees that the Employer's obligation to deduct such dues is expressly restricted to making only such deductions as are permitted by law, and as are authorized by a valid assignment of wages form executed by each employee.
- (f) Upon resignation, layoff, or termination for cause, the Employer will deduct the current month's dues from the employee's final pay cheque and remit it as per Article 4.04(c).
- (g) In the event that the Union alleges any violation by the Employer of this article, notice of such alleged violation shall be given to the Employer in writing. If the matter is not resolved between the Employer and the Union, either party may then refer the issue directly to arbitration.

## **ARTICLE 5 - UNION STEWARDS**

### **5.01 SHOP STEWARDS**

- (a) The Employer agrees to recognize the appointed or elected Shop Stewards provided that the Union has first advised the Employer in writing of the name(s) of the employee(s) so appointed. The Union agrees to advise the Employer in writing of any changes made by appointment or election from time to time.
- (b) The Shop Steward's first obligation is the fulfillment of his/her responsibility as an employee. The duties of the Shop Steward shall be to assist in the

reporting and resolution of all grievances as well as disseminating bona fide Union information to the employees. Only one (1) shop steward shall act at any one time.

Grievance meetings with the Employer will be arranged at a mutually agreed time. The Shop Steward will be given leave without loss of pay when such meetings are held during the Shop Steward's working hours.

- (c) The shop Stewards shall not be discriminated against or disciplined for the proper performance of his/her duties on behalf of the Union.

## **5.02 MANAGEMENT AND UNION MEETINGS**

On the request of either party, a committee consisting of two (2) Employer Representatives and two (2) Union Representatives will meet at least once (1 x) every two (2) months, or other mutually agreed time, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement. It is agreed that the Local or National Union Staff Representative may attend these meetings as one (1) of the two (2) Union Representatives.

The purpose of the committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills, promote wellness in the workplace and to promote workplace productivity.

Meetings will be arranged at a mutually agreed time.

- (a) An agenda will be prepared at least two (2) days in advance of the meeting. Only items on the agenda will be discussed at the meeting.
- (b) Minutes of the meeting will be kept, and distributed to all participating members.
- (c) This Committee will not take the place of the Grievance-Arbitration provisions of the Collective Agreement, nor will any decisions of this Committee be permitted to alter any of the terms and conditions of employment contained in the Collective Agreement.
- (d) Time spent at these meetings shall be without loss of pay.
- (e) The parties agree that this provision meets the requirements of Section 53 of the Labour Relations Code of British Columbia.

**ARTICLE 6 - MANAGEMENT RIGHTS**

**6.01 MANAGEMENT RIGHTS**

(a) General Rights

The management of the Employer's business is vested exclusively with the Employer.

All functions, rights, powers and authority which the Employer has not specifically abridged, delegated or modified by the Agreement are recognized by the Union as being retained by the Employer.

Without limiting the generality of the foregoing, management rights include the right to determine the operation of the business and its expansion or curtailment, the direction of the working forces, the methods of operation, the subcontracting of work, the schedules of operation, the number of shifts, the methods, processes and means of operation, job content, quality and quantity standards, the right to use improved methods, and equipment, overtime, and the right to decide on the number of employees needed by the Employer at any time in any location, the number of hours to be worked, starting and quitting time, are solely and exclusively the right of the Employer.

These Management Rights shall be exercised in a manner which is not inconsistent with the express terms of the Agreement.

(b) Direction of Employees

The direction of employees, including the hiring, dismissal, promotion, demotion and transfer of employees, is vested exclusively in the Employer except as may be otherwise specifically provided in this Collective Agreement.

(c) Employer Rules

Employees shall be governed by rules adopted by the Employer, including signing the Employer's ethical code of conduct agreement at the commencement of their employment. Such rules are not in conflict with the Agreement.

(d) Employee Performance Evaluations

It is understood that the Employer may conduct employee performance evaluations for employees in the bargaining unit. Such performance evaluations are primarily intended to document an employee's work performance and are not intended for disciplinary purposes and cannot form part of the disciplinary file of the employee. Performance evaluations are not subject to the grievance procedure.

The employee performance evaluation document shall provide for the employee's signature in one of two (2) places; one indicating that the employee has read and accepts the performance evaluation, the other indicating that the employee has read and disagrees with the performance evaluation.

Where concerns about work performance and/or behaviour require documentation for discipline purposes, the Employer will issue a separate letter of warning to the employee. Such warning letter is subject to the grievance procedure.

## **ARTICLE 7 - EMPLOYEE STATUS**

### **7.01 PROBATIONARY PERIOD**

A new employee will be required to complete a probationary period of sixty (60) work shifts, or six (6) calendar months, whichever occurs first. The purpose of the probationary period is to provide the Employer with an opportunity to determine the employee's performance level and suitability as an employee.

During the probationary period, the new employee may be terminated on the basis of suitability for continued employment with the Employer.

The probationary period may be extended by mutual agreement of the Parties.

### **7.02 EMPLOYEE DEFINITIONS**

#### **(a) Regular Employees**

A regular employee is an employee who has been appointed to a scheduled permanent position for which there is no other regular incumbent.

#### **(b) Casual Employees**

In the event that a casual employee is appointed to a regular position, the employee's previous seniority as a regular employee (if any) will be applied and adjusted forward by an amount of time equal to the employee's time as a casual employee provided that:

- (i) there has been no break in the employee's employment relationship with the Employer, and
- (ii) the period of casual employment was no more than twelve (12) months in duration.

Casual employees are employed on an on-call basis for relief purposes, to attend to a temporary workload increase, or for a specific project or temporary work situation. Casual employment will be offered to casual employees on an equitable basis having in mind the nature of the work to be performed.

A casual employee may become a regular employee only by successfully bidding into a permanent vacancy in respect of which there is no regular incumbent.

Casual employees do not have or accrue seniority and are not covered by the Collective Agreement provisions listed below:

Articles; 8.07, 8.08, 8.09, 8.10, 9, 10, 11, 13, 14, 15, 16.

Casual employees shall be paid in accordance with Schedule "B".

Where a casual employee is hired for a specific project or limited period of time, the employee will be advised in writing of the intended term of the assignment. The period of time may be extended by mutual agreement between the Union and the Employer.

## **ARTICLE 8 - HOURS OF WORK**

### **8.01 CONTINUOUS OPERATION**

The Employer and the Union recognize the operation is on a continuous seven (7) day per week basis.

Nothing in this Agreement shall be construed as a guarantee of work or pay, or hours of work per day or per week, or days of work per week.

The nature of the work is such that at times it is necessary for employees to perform work not normally required in their job and therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee shall not be expected to perform a task for which the employee is not adequately trained.

**8.02 NORMAL STRAIGHT TIME HOURS OF WORK**

The normal straight time hours of work scheduled by the Employer shall conform with the following guidelines:

- (a) not more than five (5) consecutive work days
- (b) not more than forty (40) hours of work in any five (5) consecutive calendar day period.
- (c) scheduled shifts will be a minimum of four (4) hours in duration.

**8.03 REST PERIODS (DURING AND BETWEEN SHIFTS)**

- (a) Employees working a shift of four (4) to six (6) hours shall receive one (1) fifteen (15) minute paid rest period.
- (b) Employees working a shift of over six (6) hours shall receive two (2) fifteen (15) minute paid rest periods.
- (c) Employees shall have eight (8) hours off work, between work shifts, otherwise overtime rates will apply to all hours worked within the eight (8) hour period.

**8.04 MEAL PERIOD**

An unpaid meal period of one-half (½) hour shall be scheduled during each shift of five (5) hours or more.

**8.05 COMBINING REST PERIODS AND LUNCH BREAKS**

Subject to the approval of the Employer, an employee may combine their lunch and rest periods.

**8.06 SPLIT SHIFTS**

- (a) Where the Employer requires an employee to work a split shift, the following will apply:
  - (i) no shift of less than seven (7) hours may be split;

- (ii) no shift may be split more than once;
  - (iii) no part of a split shift shall be less than three (3) hours;
  - (iv) all split shifts must be worked within a twelve (12) hour period.
- (b) A break of two (2) hours shall constitute a split shift and the Employer is obligated to pay a split shift premium where the time between split segments is two (2) hours or more.
- (c) The premiums shall be as follows:
- (i) for seven (7) hours worked - eight (8) hours straight time pay
  - (ii) for eight (8) hours worked - nine (9) hours straight time pay

Premiums do not apply where an employee requests to work a split shift.

#### **8.07 CALL BACK OR CALL IN**

In cases of emergencies, an employee called back to work after the completion of his/her scheduled shift, or called into work on a scheduled day of rest, shall be paid the greater of actual time worked, or four (4) hours at straight time.

#### **8.08 WORK SCHEDULES**

Employees are responsible to:

- (a) report for work in accordance with the posted schedule,
- (b) obtain prior authorization for any absences, and
- (c) inform the Employer in advance of their scheduled shift, of their inability to attend work when scheduled and the reason for not attending.

The work schedules, including start and stop times, days off shall be determined by the Employer and shall be posted monthly one (1) week in advance in a conspicuous and consistent place.

The work schedule shall contain the following information for each scheduled employee:

- employee's name,
- starting and finishing times,
- work days and days off,
- classification.

## **8.09 SHIFT SCHEDULES**

The Parties agree that the work schedule in effect as of the date of ratification is consistent with all of the requirements of the Collective Agreement.

### **(a) Allocation of Additional Permanent Shifts**

Where two (2) shifts or less per week become permanently available, the shifts will be offered to qualified employees in order of seniority. Partial shifts will not be offered.

Where more than two (2) shifts per week become permanently available, the shifts and the schedule will be posted as a new position in accordance with Article 11.

Where a block of work of less than four (4) hours becomes permanently available, the block will be offered in order of seniority to qualified employees who are already scheduled to work on the day on which the block of hours is required, and provided the block can be attached to the employee's scheduled hours.

Where there is a permanent decrease in an employee's regular hours of work, the provisions of Article 9 will apply.

Nothing in this provision requires the Employer to incur an overtime situation.

### **(b) Allocation of Additional Temporary Shifts**

Temporary additional shifts are shifts which become temporarily available either through a temporary workload increase or the temporary unavailability of an employee. These shifts will be assigned to current employees on the basis of seniority in accordance with the following:

- (i) the employee has indicated their interest in additional shift assignments in accordance with the Employer's notification policy;
- (ii) the employee is immediately available to perform the work;
- (iii) the assignment does not result in overtime;
- (iv) the employee is fully qualified to do the job.

When allocating shifts in accordance with Art. 8.09(d), the combination of an employee's regularly scheduled shifts and temporary additional shifts cannot

exceed five (5) consecutive days, irrespective of the number of hours worked or scheduled on each day.

There is no requirement for an employee to have two consecutive days off.

Shifts allocated pursuant to this Article shall not result in the payment of overtime to an employee.

(c) Permanent Changes to Shift Schedules

The parties agree that the Employer is entitled to change an employee's schedule, including length of shift, start and stop times, work days and days off. The parties also recognize that, over time, regular employees come to rely on the pattern of scheduling.

Where there is a business need to initiate an on-going change to an employee's pattern of work days and days off, the Employer shall provide four (4) weeks' notice to the employee. This notice does not apply to probationary employees.

(d) Temporary Changes to Shift Schedules

The Employer may temporarily change an employee's shift schedule in cases of emergency, force-majeure, or an unanticipated employee absence, in which case no prior notice is required.

(e) Permanent Decrease in Regular Hours of Work

Where there is a permanent decrease in an employee's regular hours of work, the provisions of Article 9 will apply.

**8.10 VOLUNTARY SHIFT EXCHANGE**

Employees may exchange individual work shifts in accordance with the following:

- (a) The Employer has authorized the exchange in advance;
- (b) Both employees must provide as much notice as possible;
- (c) The exchange does not result in overtime;
- (d) Both employees are qualified to do the work.

Requests under this provision will not be unreasonably denied by the Employer. This provision is intended to facilitate the occasional exchange of shifts between employees and is not intended for extensive or on-going shift exchanges.

**8.11 ABANDONMENT OF POSITION**

An employee who fails to report for duty for three (3) consecutive work shifts without informing the immediate Supervisor or designate of the reason for the absence will be presumed to have abandoned the position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

**8.12 OVERTIME**

All overtime must be authorized in advance by the Employer.

Overtime shall be paid as follows:

(a) Overtime at the rate of time and one-half ( $1\frac{1}{2}x$ ) shall be paid on the following basis:

- (i) for the first two (2) hours in excess of nine and one half ( $9\frac{1}{2}$ ) work hours per day;
- (ii) for the first eight (8) hours in excess of forty (40) work hours per week;

Work hours include paid rest breaks under Article 8.03 and excludes any meal period under Article 8.04.

(b) Overtime at the rate of double time ( $2x$ ) shall be paid on the following basis:

- (i) for all hours worked in excess of the first eleven and one half ( $11\frac{1}{2}$ ) work hours per day;
- (ii) for all hours worked in excess of the first forty-eight (48) work hours per week;

Work hours include paid rest breaks under Article 8.03 and excludes any meal period under Article 8.04.

(c) For the purpose of calculating weekly overtime under (a)(ii) and (b)(ii) above, only the first eight (8) hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week.

For the purposes of this provision, the term "week" means a period of seven (7) consecutive days beginning at 0001 hours on Sunday.

**8.13 VOLUNTARY OVERTIME**

An employee will not be required to work overtime except in the following circumstances:

- (a) overtime to complete nightly closing up procedures;
- (b) emergency situations.

**8.14 NO PYRAMIDING**

There shall be no pyramiding of rates of pay, overtime or any other premium paid under this Collective Agreement.

**ARTICLE 9 - LAYOFF AND RECALL PROCEDURE**

**9.01 LAYOFF**

Prior to any layoff or a general reduction of hours in a department, the Employer will canvass employees regarding the use of vacation time as a substitute.

A layoff is defined as a permanent reduction in an employee's regular hours of work.

(a) Notice of Layoff

An employee shall be provided with two (2) weeks' notice of layoff or pay in lieu thereof.

(b) Layoff Procedure and Right to Bump

The order of layoff within the affected classification shall be as follows:

- probationary employees, then employees with the least seniority.

An employee who has received layoff notice may elect to bump a less senior employee, provided that the employee has the knowledge, qualifications, skills, and ability required in the selected position.

Employees may not bump into a position which results in a promotion.

An employee who fails to exercise his or her right to bump another employee under this Article within seven (7) calendar days of receipt of lay-off notice will be placed on the recall list as per section 9.02.

**9.02 RECALL**

- (a) An employee who has been laid off and wishes to be recalled must ensure that the Employer has a current phone number and address for purposes of recall. Failure on the part of the employee to provide this information may result in the employee forfeiting his/her recall rights.
- (b) Employees who restrict their availability for hours of work or work scheduled will not be protected by their seniority for recall.
- (c) The Employer agrees that recall notification will be by direct contact (including personal contact and telephone contact) or registered mail.
- (d) Employees shall only be recalled to the classification in which they were employed at the time of the layoff, or into a previously held classification for which the laid off employee is qualified.
- (e) Recall rights will expire after six (6) consecutive months for employees with less than one (1) year of seniority; and after twelve (12) consecutive months, for employees with one (1) or more years of seniority.

**ARTICLE 10 - SENIORITY**

**10.01 SENIORITY ENTITLEMENT DEFINED**

Seniority Defined:

For the purpose of this Agreement, seniority shall be defined as an employee's total length of continuous service identified in terms of his date of hire. Seniority shall not apply to a probationary employee. Upon successful completion of the probationary period, the employee's date of hire shall be the employee's seniority date.

**10.02 SENIORITY LISTS**

- (a) The Employer agrees to post the seniority list on or before the first (1<sup>st</sup>) day of February and the first (1<sup>st</sup>) day of August in each year. The Seniority List shall contain the following information:
  - (i) the employee's name,
  - (ii) the employee's seniority date,
  - (iii) the employee's classification.

- (b) The Seniority List shall be posted by the Employer for a minimum of thirty (30) calendar days. Any objection to the accuracy of a posted Seniority List must be lodged with the Employer during the thirty (30) calendar days in which the list is posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes of this Agreement.
- (c) At the time of posting, a copy of the Seniority List shall be given to the Shop Steward and one (1) copy to the Union Staff Representative.
- (d) New employees will be added to the list at the time they attain seniority.
- (e) Seniority does not apply to casual employees.

### **10.03 SENIORITY LOST**

Seniority will be lost and the employee shall be deemed as terminated when an employee:

- (a) voluntarily resigns his/her employment;
- (b) is discharged for just and reasonable cause;
- (c) is on layoff for more than six (6) consecutive months for employees with less than one (1) year of seniority; is on layoff for more than twelve (12) consecutive months, for employees with one (1) or more years of seniority;
- (d) does not return to work on the date specified following an approved leave of absence other than medical;
- (e) abandons his/her position as per Article 8.11.

## **ARTICLE 11 - JOB POSTINGS AND APPLICATIONS**

### **11.01 VACANCIES AND NEW JOBS**

Where the Employer determines that a permanent vacancy within the bargaining unit is to be filled, the notice will be posted, where employees can see it, for at least ten (10) calendar days before the closing of the competition. A permanent vacancy is defined as a vacancy with a duration of more than four (4) calendar months.

The notice of vacancy will include a summary of the duties, commencement date, required qualifications, classification, approximate hours per week, and current hours of work. Hours of work are subject to change in accordance with operational requirements.

Employees who have applied in writing for a posted position shall be given consideration prior to hiring a new employee. Applicants must be available to work in accordance with the work schedule associated with the vacant position. The Employer may fill the vacancy on a temporary basis pending the completion of the posting and selection process.

**11.02 SELECTION CRITERIA**

In the filling of posted vacancies, the Employer shall consider the applicants' skill, ability, experience qualifications, and documented job performance. Where such factors are relatively equal, seniority shall be the determining factor. The Employer will post the name of the successful applicant upon completion of the posting and selection process.

**11.03 TRIAL PERIOD**

- (a) Any employee who is appointed to a vacancy under Article 11.01 and Article 11.02 shall be on a trial period of three (3) months worked. During this trial period, the employee must demonstrate that he/she can satisfy the requirements of the work performance criteria for the job, to the satisfaction of the Employer.
- (b) Should the employee be unable to satisfy the requirements of the work performance criteria in the trial period, or should he/she decide during the trial period that he/she does not want to continue in the job, then the employee may be returned to his/her former job. In such cases, the Employer shall have the right to require all employees who changed job positions in consequence of the promotion or transfer, to move back into their job positions and wage rates, which they occupied prior to the promotion or transfer.

**ARTICLE 12 - ADMINISTRATION**

**12.01 WAGE RATES AND PAY PERIODS**

- (a) The wage rates provided in the attached appendix shall remain in effect throughout the specified or extended term of this Agreement.
- (b) Paydays

Employees shall be paid by direct deposit every second (2<sup>nd</sup>) Friday. Each employee shall be provided a detailed explanation of wages earned and deductions made, year to date.

**12.02 TEMPORARY ASSIGNMENTS**

An employee who is temporarily assigned to a different classification shall be paid the wage rate of the new classification provided the employee works more than one (1) shift in the new classification.

**12.03 NEW CLASSIFICATIONS**

If the Employer establishes any new position within the bargaining unit which is not contained in the Wage Schedule, the wage shall be established by the Employer and written notice shall be given to the Union. The Union shall have thirty (30) days in which to object to the wage rate. If an objection is filed, the Employer and the Union shall meet to discuss the wage rate and endeavour to settle it. If there is no agreement, the matter may be referred to Arbitration in accordance with Article 20.

**12.04 PAYMENT OF WAGES UPON TERMINATION LAYOFF OR RESIGNATION**

- (a) When an employee resigns, the Employer will pay all wages owing to the employee within six (6) calendar days of the date of his/her resignation.
- (b) When an employee is laid off or his/her services are terminated, the Employer shall pay all wages owing to him/her within forty-eight (48) hours, exclusive of Saturdays, Sundays or holidays.

**12.05 ELECTIONS**

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall be granted time off consistent with relevant legislation.

**12.06 EMPLOYEE RESIGNATION**

Employees shall provide two (2) weeks' written notice of resignation.

**ARTICLE 13 - STATUTORY AND GENERAL HOLIDAYS**

**13.01 STATUTORY HOLIDAYS**

Regular employees shall be paid four point eight percent (4.8%) of straight time hours paid on each payday in lieu of statutory holiday entitlements for eleven (11) statutory holidays and one (1) floating holiday per year.

**13.02 WORK ON A STATUTORY HOLIDAY**

An employee who is scheduled by the Employer to work on a statutory holiday listed below shall be paid one and one-half (1 ½) times his/her normal wage rate for all hours

worked on that day. Such payment does not detract from any payment provided for in Article 13.01.

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

And any other holiday introduced by the Federal or Provincial Governments and if so added, would replace the floating holiday indicated in 13.01.

#### **ARTICLE 14 - ANNUAL VACATION**

##### **14.01 ANNUAL VACATIONS AND PAY ENTITLEMENTS**

- (a) Employees are entitled to annual vacation and annual vacation pay, according to their completed consecutive years of service as a regular employee, calculated from their date of hire, as follows:

Completed years of Service	vacation time	vacation pay*
Less than 1 year	up to 2 weeks	4%
1 year but less than 3 years	2 weeks	4%
3 years but less than 5 years	3 weeks	6%
5 years but less than 10 years	4 weeks	8%
10 years or more	5 weeks	10%

\* Vacation pay is accrued based on an employee's straight time hours paid.

- (b) Vacation entitlement is based on the anniversary date as a regular employee. An employee must complete the probationary period prior to taking any vacation time.

- (c) Completed years of service shall not include any unpaid leave or leaves of absence under Article 16 which total more than three (3) months duration in a calendar year.

#### **14.02 VACATION PAY**

Vacation pay is the amount of vacation pay accrued by the employee at the time of the employee's vacation.

Vacation pay not earned will not be paid in advance.

#### **14.03 VACATION SCHEDULING**

All vacations are subject the Employer's operational requirements.

The Employer may limit the number of employees on vacation at any one time:

- (a) to one (1) employee during the period June 15<sup>th</sup> to September 15<sup>th</sup>, except that a second (2<sup>nd</sup>) employee shall be permitted to take vacation provided that this does not result in two (2) employees on vacation at the same time on more than one (1) day in any week, and
- (b) to two (2) employees during the period September 16 to June 14.

Vacation time off shall not exceed four (4) consecutive weeks.

Requests for vacation time off must be submitted in writing to the employee's immediate supervisor by January 31<sup>st</sup> of each year.

The immediate supervisor shall confirm or deny the request in writing within fourteen (14) days following January 31<sup>st</sup>.

Employees shall have preference in respect to annual vacations, according to the seniority list, provided the employee's vacation time application is submitted before January 31<sup>st</sup> of each year for vacations to be taken during that year.

An employee who fails to submit his/her vacation time application by January 31<sup>st</sup> will forfeit any seniority entitlement for the scheduling of his/her vacation for that year. In such cases, the employee's vacation shall be scheduled by mutual agreement between the Employer and the employee, and confirmed or denied in writing within seven (7) days of receipt of the Employee's request.

All earned vacation must be taken prior to December 31<sup>st</sup> of each year. Requests to carry over vacation time to a maximum of two (2) weeks into the next year must be approved by the Employer.

**14.04 ADMINISTRATION OF VACATION PAY ACCRUED AS A RESULT OF WORKING TEMPORARY ADDITIONAL SHIFTS**

- (a) A regular employee with additional vacation pay accrued as a result of working temporary additional shifts may, subject to subsection (b) request either:
  - (i) Additional vacation time to supplement their scheduled regular vacation time or,
  - (ii) Additional vacation pay to be paid out in conjunction with their scheduled regular vacation.
- (b) Employees covered in subsection (a) must specify to the Employer the exact amount of requested vacation pay or time under subsection (a) (i) or (ii) no less than three (3) weeks prior to the start of their vacation.
- (c) All unused vacation pay shall be fully paid out to the employee by the end of the calendar year in which it was accrued.
- (d) Nothing in this Agreement alters the requirement for regular employees to take the vacation time specified in Article 14.01 “Annual Vacations and Pay Entitlements”.

**ARTICLE 15 - HEALTH BENEFITS**

**15.01 MEDICAL SERVICES PLAN**

The Employer shall pay the premium costs for coverage for eligible employees under the BC Medical Services Plan (MSP).

**ELIGIBILITY**

In order to be eligible for coverage under Article 15.01, an employee must be:

- (a) employed as a regular employee for three (3) months; and
- (b) meet the eligibility requirements in Article 15.07.

The Employer shall pay the premium for all employees under the B.C. Employer Health Tax to allow for the full elimination of MSP premiums.

**15.02 GROUP LIFE, CRITICAL ILLNESS AND AD&D INSURANCE**

Employees shall continue to be covered by the current group life, critical illness, and AD&D insurance plans, in accordance with the current practice.

Employees will be provided with a booklet which contains details of the coverage provided by the plan.

**ELIGIBILITY**

In order to be eligible for coverage under Article 15.02, an employee must be:

- (a) employed as a regular employee for three (3) months; and
- (b) meet the eligibility requirements in Article 15.07.

**PREMIUM PAYMENTS**

Premiums for coverage under Article 15.02 will be one hundred percent (100%) paid by the Employer.

**15.03 DENTAL PLAN AND EXTENDED HEALTH PLAN**

Eligible employees and their dependents shall be covered by an extended health plan and dental plan.

**ELIGIBILITY**

In order to be eligible for coverage under Article 15.03, an employee must be:

- (a) employed as a regular employee for six (6) months; and
- (b) meet the eligibility requirements in Article 15.07.

**PREMIUM PAYMENTS**

Premiums for coverage under Article 15.03 will be paid one hundred percent (100%) by the Employer.

**15.04 EMPLOYER RESPONSIBILITY**

The obligation of the Employer under this provision is restricted to the payment of premiums or portion of the premiums to the insurance carrier, in accordance with Article 15.02 and Article 15.03. The Employer has no responsibility for the direct provision of benefits or for the administration of any insurance policy.

The actual insurance benefits are provided under the contracts of insurance between the Employer and the carriers. Those contracts do not form part of this Agreement. Eligibility for benefits is governed by the insurance contracts and any disputes arising shall be resolved in accordance with the terms of those contracts.

The selection of the insurance carrier(s) is in the sole discretion of the Employer. Where the Employer elects to change insurance carriers, the Employer will consult with the Union prior to making the change. The overall benefit coverage provided by the new carrier shall be comparable to the current benefit coverage.

Where an employee is unable to resolve a dispute with the carrier, the Union may request the Employer's assistance in resolving the dispute.

#### **15.05 HEALTH LEAVE**

Eligible employees shall accrue health leave credits, as follows:

- (a) Health leave is accrued at six and one third percent (6.66%) of straight time hours worked to a maximum accrued health leave of sixty (60) hours of credit.

#### **ELIGIBILITY**

In order to be eligible for coverage under Article 15.05, an employee must be:

- (a) employed as a regular employee for six (6) months, and
- (b) meet the eligibility requirements in Art. 15.07.

Health leave is to be used only for personal illness or for attendance on sick dependents residing with the employee. The Employer may require an employee to provide a doctor's medical report where the employee is absent from work due to illness or injury.

The employee shall inform his/her immediate supervisor as soon as possible in advance of the scheduled shift, of an inability to report to work because of personal illness or injury.

Health leave only applies to the regular incumbent who is absent from his/her scheduled shift because of illness. Health leave does not apply to an employee who replaces an absent regular incumbent.

**15.06 EMPLOYEES RETURNING TO WORK AFTER ILLNESS OR INJURY**

In cases where an employee is returning to work following an absence due to illness or injury, including absences covered by the Workers' Compensation benefits, the employee is entitled to reinstatement in his/her former position within forty-eight (48) hours, with all rights and conditions which he/she formerly enjoyed, according to the terms of the Agreement which is in effect at the time of his/her return, subject to the further conditions which follow:

Prior to reinstating the employee, the Employer is entitled to require documentation from a physician or from the Workers' Compensation Board, certifying that the employee is physically able to resume the performance of the duties.

**15.07 ELIGIBILITY FOR BENEFIT COVERAGE UNDER ARTICLES 15.01, 15.02, 15.03, AND 15.05**

- (a) In order to be eligible for benefit coverage under Articles 15.01, 15.02, 15.03, and 15.05, an employee must have worked a minimum of one thousand and forty (1040) straight time hours between the dates of January 1<sup>st</sup> – December 31<sup>st</sup> of each calendar year.
- (b) If an employee has worked a minimum of one thousand and forty (1040) straight time hours between January 1<sup>st</sup> and December 31<sup>st</sup> of any year, the employee's coverage under the above noted Articles will be continued for the next benefit year (April 1<sup>st</sup> to March 31<sup>st</sup>).
- (c) If an employee has not worked a minimum of one thousand and forty (1040) straight time hours between January 1<sup>st</sup> and December 31<sup>st</sup> of any year, the employee's coverage under the above noted Articles will be discontinued effective April 1<sup>st</sup> of the following year. An employee whose benefit coverage has been discontinued pursuant to this provision will not be eligible to have benefit coverage reinstated until April 1<sup>st</sup> of the year following the date of benefit discontinuation, provided the employee meets the eligibility requirements outlined in Article 15.07 (b).
- (d) Regular employees who are hired following the date of ratification and who work a minimum of two hundred and sixty (260) hours in the first three (3) months of employment will be eligible for coverage under Article 15.01 and 15.02. Subject to (e) below, coverage under Article 15.03 and 15.05 will commence after six (6) months of employment.
- (e) The application of the above noted 1040 hour requirement to regular employees who are hired following the date of ratification and who are eligible under (d) above will be made on a pro rata basis to reflect the hours worked

to December 31<sup>st</sup> to determine eligibility for benefit coverage in the subsequent benefit years.

**15.08 HEALTH AND FITNESS**

The Employer will reimburse employees up to a maximum of forty dollars (\$40.00) per month for membership fees in a Health and Fitness club in accordance with the following:

- (a) The provision applies only to post-probationary regular employees who work in excess of twenty (20) hours per week in accordance with their regular schedule.
- (b) Employees must provide receipts of the membership fee expenditures.

**ARTICLE 16 - LEAVES OF ABSENCE**

**16.01 LEAVE OF ABSENCE: EMPLOYEE ELECTED TO UNION OFFICE**

- (a) The Employer shall grant a leave of absence without pay or benefits to an employee who is appointed or elected to a Union Office for a period of up to and including five (5) years.
- (b) A request for such leave must be given to the Employer, in writing, by the Union at least four (4) weeks in advance of the beginning of the leave. The request must be on Union letterhead, and must be signed by the Secretary of the Union or designate.
- (c) An employee who obtains such a leave of absence shall return to his/her employment within thirty (30) calendar days after the completion of his/her employment with the Union.
- (d) Except as provided in Article 16.02 (b) (ii), the Employer is not obligated to grant such leave to more than one (1) employee at a time.

**16.02 LEAVE OF ABSENCE: UNION CONVENTIONS AND EDUCATIONAL PROGRAMS**

- (a) The Employer, upon receipt of written notice from the Union, shall grant leave of absence without pay or benefits to not more than one (1) employee who is elected as delegate to attend Union conventions. Written notice shall be given at least seven (7) days prior to the commencement of such leaves.

- (b) The Employer, upon receipt of written notice from the Union, shall grant up to five (5) working days leave of absence without pay or benefits to attend a bona-fide Shop Steward Education program:
  - (i) to one (1) employee where the program is scheduled during the months of April to October (inclusive), and
  - (ii) up to two (2) employees where the program is scheduled during the months of November to March (inclusive).

Written notice shall be given at least seven (7) days prior to the commencement of such leave.

- (c) The Employer may grant further leaves of absence without pay or benefits to employees for the purpose of attending mutually agreed upon educational programs which are related to the operation of the Employer's business. Written applications for such leave must be received at least seven (7) days prior to the commencement of such leaves.
- (d) Except as provided in Article 16.02 (b) (ii), the Employer is not obligated to grant such leave to more than one (1) employee at a time.

### **16.03 JURY AND WITNESS DUTY**

Employees who are subpoenaed and selected for jury duty, or as a witness for the Crown, shall be granted Leave of Absence without pay.

Employees who are required to attend at court as a witness in a court case where the Employer is a party to the case shall be granted Leave of Absence with pay to a maximum of ten (10) working days.

### **16.04 BEREAVEMENT LEAVE**

- (a) A non-probationary employee will be granted four (4) shifts without loss of pay in the event of the death of a member of his/her immediate family. Upon notification, further time off without pay will not be unreasonably withheld.
- (b) Pursuant to (a) above, it is understood that the purpose of bereavement is to be used to attend to matters/events arising from the death.
- (c) Immediate family is defined as the Employee's mother, father, legal guardian, son, daughter, sister, brother, spouse/partner, father-in-law, mother-in-law, grandparents, grandchildren, step-parents, or step children.

Spouse/partner is defined to include a common-law spouse/partner with whom the employee has cohabitated for a minimum of one (1) year.

**16.05 FAMILY RESPONSIBILITY LEAVE**

Employees shall be covered by the Family Responsibility Leave provision of the Employment Standards Act.

**16.06 COMPASSIONATE CARE LEAVE**

Employees shall be covered by the Compassionate Care Leave provision of the Employment Standards Act.

**16.07 UNION NEGOTIATING COMMITTEE**

The Employer will grant leave of absence without pay or benefits to a maximum of two (2) employees for the purposes of conducting collective bargaining with the Employer.

The Employer will continue to pay the wages and benefits to employees who are on leave of absence for the purposes of collective bargaining with the Employer. The Union will reimburse the Employer for the full cost of the wages and benefits paid to employees under this provision.

**16.08 PREGNANCY/PARENTAL LEAVE**

Employees shall be covered by the Pregnancy/Parental Leave provisions of the Employment Standards Act

**16.09 GENERAL LIMITATION ON LEAVES OF ABSENCE**

- (a) All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted without loss of pay.
- (b) Leaves of absence other than those specifically provided for in this Agreement may be granted to employees where it is deemed appropriate to do so by the Employer, but the granting of such leave is within the discretion of the Employer, which will not be unreasonably denied.

The granting of such leaves will be in writing and will be subject to the following:

- (i) The employee has provided two (2) weeks written notice in advance of the commencement of the leave;

- (ii) a qualified employee is willing and able to work the shift;
- (iii) overtime does not apply to any employee.

This provision is intended to apply to facilitate the occasional request for a leave of absence and is not intended for extensive or frequent absences.

- (c) The number of employees granted Leave of Absence for any purpose shall be subject to the proper operation of the Employer's business.

### **ARTICLE 17 - MISCELLANEOUS EMPLOYEE ENTITLEMENTS**

#### **17.01 EMPLOYEE ATTENDANCE AT STAFF MEETINGS**

- (a) Where an employee is required by the Employer to attend a staff meeting during his/her regular working hours, the employee shall be compensated at his/her regular hourly rate for the time spent in such attendance.
- (b) An employee who is required to attend a staff meeting is not entitled to claim overtime pay for such attendance, unless the time spent in the meeting results in the employee working more than nine and one-half (9 ½) hours in a day, or more than forty (40) hours in a week.
- (c) Where the attendance of an employee at a staff meeting or Town Hall meeting is voluntary, in response to an Employer invitation, the employee shall be compensated at his/her regular hourly rate for time spent in the meeting. Time spent at the meeting will not count towards weekly overtime, vacation entitlements or sick pay.
- (d) Where an employee is required by the Employer to attend a staff meeting during his/her regular days off, the employee shall be compensated at his/her regular hourly rate for the time spent in such meeting. Article 8.02 (c) and Article 8.07 do not apply to apply to this provision.

#### **17.02 NO INDIVIDUAL CONTRACTS OR AGREEMENTS**

No employee shall enter into any individual contract or agreement with the Employer concerning the conditions of employment varying the conditions of employment contained herein.

#### **17.03 FIRST AID ATTENDANT**

Employees who take time off at the direction of the Employer to take recognized Industrial First Aid Program shall not suffer a loss of regular pay.

**17.04 HEALTH & SAFETY**

- (a) The Employer shall make all reasonable provisions for the occupational health and safety of employees. The Employer further agrees to provide proper operating equipment to ensure safe practices and enhance customer service. Each employee is expected to take all reasonable precautions in performing his/her work and abide by all safety rules and procedures.
- (b) The Employer shall comply with all applicable Provincial and Municipal Health and Safety Legislation and Regulations.
- (c) A Health and Safety Committee shall be established at the call of either Party and shall consist of one (1) Representative of the Union and one (1) Representative of the Employer.
- (d) The Committee shall assist in creating a safe place to work, shall recommend actions which will improve the effectiveness of the Health and Safety program, and shall promote compliance with appropriate government regulations.
- (e) Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

**17.05 NO SMOKING WORKPLACE**

The Employer will maintain a no smoking policy in the workplace.

**ARTICLE 18 - DISCIPLINE**

**18.01 DISCIPLINE AND DISCHARGE OF EMPLOYEES**

- (a) Employees who have successfully completed their probation period can only be disciplined or discharged for just and reasonable cause. Without limiting the generality of the foregoing, demonstrated incidents of gross misconduct, including assault, theft, and breach of confidentiality or dishonesty shall be deemed as serious matters and subject to discipline up to and including dismissal.
- (b) During the probation period specified in this Agreement, an employee may be discharged if he/she is unsuitable for continued employment.
- (c) An employee covered by this Agreement shall have the right to have the Shop Steward or designate present on any occasion which will lead to discipline.

Written reasons for any suspension or discharge shall be provided by the Employer.

**18.02 DISCIPLINARY WARNINGS**

Any disciplinary document that has been placed on the file of an employee, will be removed from his/her file as soon as the employee has been employed for a further continuous period of eighteen (18) months, provided there has been no further disciplinary action in the intervening eighteen (18) month period.

**ARTICLE 19 - GRIEVANCE PROCEDURE**

**19.01 PROCEDURE**

The Parties agree that every effort will be made to resolve complaints between employees and their managers before the complaint becomes a written grievance. Any difference concerning the interpretation, application, administration, or alleged violation of the provisions of this Agreement, shall be dealt with in the following manner:

**Step 1**

The employee shall meet and present the grievance in writing to the Employer as soon as possible, within ten (10) calendar days of knowledge of the incident.

**Step 2**

Failing settlement in step 1, the employee, with the presence of his/her Shop Steward, will meet with the Employer within seven (7) calendar days of the Step 1 meeting and earnestly endeavour to settle the written grievance.

The Employer shall respond within five (5) calendar days of the date of the Step 2 meeting outlining the Employer's position.

**Step 3**

Failing settlement at step 2, the employee, Shop Steward, with or without the Union Staff Representative, shall meet with the Executive Director within five (5) calendar days of the Employer's Step 2 response

At this step, arrangements can be made for other Union and Employer representatives to attend.

The Executive Director shall respond in writing within five (5) calendar days of the Step 3 meeting.

#### **Step 4**

Should the Union disagree with the written position of the Employer, the matter may be referred to a single arbitrator in accordance with Article 20 within fifteen (15) calendar days of receipt of the Employer's position.

#### **19.02 DISCHARGE, SUSPENSION, OR POLICY GRIEVANCES**

Discharge or suspension grievances or general policy grievances by either party shall be initiated at step 3 of the grievance procedure.

#### **19.03 GRIEVOR PRESENT AT ANY STAGE**

The grievor may elect to be present at any stage of the grievance procedure.

#### **19.04 ABSENCE FROM WORK FOR HANDLING GRIEVANCES**

A grievor's absence from work, not exceeding one-half (½) hour duration, shall be permitted where it is required in connection with the handling of a grievance, provided that permission is received in advance from the supervisor. Such permission shall not be unreasonably withheld. Time spent in such union/management grievance meetings shall be without loss of pay.

#### **19.05 TIME LIMITS**

Time limits may be extended only by mutual agreement.

### **ARTICLE 20 - ARBITRATION**

#### **20.01 NOTIFICATION**

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, either Party may, after exhausting the grievance procedure in Article 19, submit the difference to arbitration in accordance with Article 20.01.

#### **20.02 ASSIGNMENT OF ARBITRATOR**

An Arbitrator will be jointly selected by the parties. If the parties are unable to agree on the choice of Arbitrator, either party may request the Minister of Labour to name the Arbitrator.

Notwithstanding the parties may also agree on mediation, expedited arbitration or any other resolution process.

**20.03 DECISION OF THE ARBITRATOR**

The decision of the Arbitrator shall be final, binding, and enforceable on the Parties. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify, or amend any of its provisions.

**20.04 EXPENSES OF THE ARBITRATOR**

Each party shall pay one-half (½) of the fees and expenses of the Arbitrator.

**ARTICLE 21 - EXPEDITED ARBITRATION**

**21.01 EXPEDITED ARBITRATION**

By mutual agreement, the parties may resolve a grievance by referring it to Expedited Arbitration in accordance with the following process:

- (a) The parties shall make every effort to make use of an agreed to statement of facts.
- (b) All presentations are to be short and concise and are to include a comprehensive opening statement.
- (c) The Parties agree to make limited use of authorities during their presentations.
- (d) The arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.
- (e) Prior to rendering a decision, the arbitrator may assist the Parties in mediating a resolution to the grievance.
- (f) All decisions of the Arbitrator are to be limited in application to the particular dispute and are without prejudice. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the Parties in respect of any other matter.
- (g) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

- (h) The Parties shall equally share the cost of the fees and expenses of the arbitrator.
- (i) The expedited arbitrator, who shall act as sole arbitrator, shall be selected from the list of Arbitrators in Appendix "B".
- (j) It is not the intention of either Party to appeal a decision of an expedited arbitration.

## **ARTICLE 22 - HARASSMENT**

### **22.01 DISCRIMINATION/HARASSMENT PROHIBITED**

The Employer and the Union agree that discrimination and/or harassment of any employee because of colour, national origin, religion, age, marital status, sexual orientation or disability is absolutely prohibited. Every employee has the right to work in an environment of mutual respect, free from discrimination and harassment including sexual harassment.

### **22.02 SEXUAL HARASSMENT**

Sexual harassment means any repeated and/or unwelcome words or actions made by a person who knows, or ought to know, it is unwelcome and includes, but is not limited to, the following:

- (a) Unnecessary touching or patting,
- (b) Suggestive remarks or other verbal abuse,
- (c) Leering at a person's body,
- (d) Compromising invitations,
- (e) Demands for sexual favours,
- (f) Physical assault.

### **22.03 COMPLAINT PROCEDURE**

A complainant wishing to file a formal complaint of harassment may initiate a grievance as per the grievance procedure of the Collective Agreement.

### **22.04 INVESTIGATION**

The Parties agree that a formal complaint of sexual harassment will be investigated thoroughly by both parties in confidence. Employees reporting any incident of harassment are guaranteed protection from reprisal due to filing such a complaint.

**22.05 DISCIPLINE**

Substantiated cases of:

- (a) harassment, or
- (b) frivolous or bad faith harassment complaints,

constitute grounds for discipline.

**22.06 HUMAN RIGHTS COMPLAINT**

Nothing in this Article shall be considered to negate the right of an employee to file a complaint directly with the Human Rights Tribunal of British Columbia. However, an employee shall not be entitled to duplication of process. A harassment complaint referred to the Human Rights Tribunal of British Columbia shall not be pursued through the process identified in Article 22.03 and 22.04.

**22.07 FACT FINDER**

The Parties may mutually agree to seek the assistance of an independent third party fact-finder who has experience in investigating matters of sexual harassment and other types of harassment as described in this Article. This third-party fact-finder will conduct an investigation, and will issue a written report that will be made available to both parties. The expense of the fact-finder will be borne equally by the Parties.

**ARTICLE 23 - STANDARD OF CONDUCT**

**23.01 STANDARD OF CONDUCT**

In all of their dealings with each other, the Employer and the Union agree that Management Employees, Bargaining Unit Employees, Representatives of the Union, and Union Officials, will treat each other with dignity and respect.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

ON BEHALF OF THE COMPANY:  
Modo Co-operative

ON BEHALF OF THE UNION:  
Unifor Local 3000

Collective Agreement between Modo Co-operative and Unifor Local 3000

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Patrick Nangle, CEO

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Matt Caruso, Bargaining Committee

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Bernice Paul, HR and Office Manager

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Lesley McLean, Bargaining Committee

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Jason Meraw, Member Care Manager

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Jean Van Vliet, President Local 3000

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Sandi McManus, National  
Representative

**SCHEDULE "A" - WAGES**

<b>REGULAR EMPLOYEES</b>	Effective May 1, 2019	Effective May 1, 2020	Effective May 1, 2021
Start	\$17.64	\$17.99	\$18.35
3 months	\$18.21	\$18.57	\$18.94
6 months	\$18.78	\$19.15	\$19.54
12 months	\$19.35	\$19.74	\$20.13
24 months	\$21.08	\$21.51	\$21.94
36 months	\$22.23	\$22.67	\$23.12
48 months	\$23.38	\$23.85	\$24.32

Where the wage rate of a regular employee at the time of ratification is in excess of the appropriate wage rate in Schedule "A", the employee's wage rate will not be reduced or increased until such time as the wage rate in Schedule "A" exceeds the employee's wage rate.

From the six (6)-month step, if an employee has passed their probationary period, the Adjusted Living Wage shall apply.

The employee will receive the greater of the Adjusted Living Wage or the rate in Schedule "A".

The Adjusted Living Wage means the Living Wage as posted for the region at <http://www.livingwageforfamilies.ca/> less the employer-paid non-mandatory benefits.

**HOURLY PREMIUMS**

Where the Employer assigns to an employee one of the specific responsibilities listed below, the employee will be paid the following premium:

Damage	\$1.00/hour
Quality Control	\$1.00/hour
Business	\$0.75/hour

**SCHEDULE "B"**

<b>CASUAL EMPLOYEES</b>	Effective May 1, 2019	Effective May 1, 2020	Effective May 1, 2021
	\$18.78	\$19.16	\$19.54

The Casual employee will receive the greater of:

- (a) The rate stated in the above table plus eight percent (8%) on each pay day in lieu of statutory holiday and vacation entitlements; or
- (b) The Living Wage as posted for the region at <http://www.livingwageforfamilies.ca/>, plus four percent (4%) on each pay day in lieu of vacation entitlement.

Where the wage rate of a casual employee at the time of ratification is in excess of the appropriate wage rate in Schedule "B", the employee's wage rate will not be reduced or increased until such time as the wage rate in schedule "B" exceeds the employee's wage rate.

Where a regular employee resigns and is subsequently rehired as a casual employee, the employee will retain his/her rate of pay in effect on the date of resignation, or be paid in accordance with Schedule "B", whichever is greater.

A casual employee appointed to a regular vacancy will be paid at the six month increment step of Schedule "A" provided that the casual employee has worked at least six (6) months as a casual employee.

Retroactive wages (if any) apply only to employees on staff as at the date of ratification.

**EFFECTIVE DATES**

All revisions to the Collective Agreement are effective on May 1, 2019.

**APPENDIX "A"**

**MODO EXCLUDED POSITIONS AND DEPARTMENTS**

Business Development	Member Care Manager
Business Development Manager	Information Systems
Business Development Coordinator	Director of Information Systems
Finance and Admin	Software Architect
CEO	Lead Software Developer
Director of Finance	Software Developer
Accountant	IT Coordinator
Finance Administrator	Systems Administrator
Office Manager	Business Analyst
HR Manager	Marketing
Fleet Operations	Director of Marketing
Director of Fleet Operations	Marketing Manager
Regional Fleet Manager	Marketing Specialist
Fleet Technician	