

COLLECTIVE AGREEMENT

Between

Avalon Dairy Limited

And

United Food and Commercial Workers Union, Local 1518

September 1, 2024 to August 28, 2027

Ratified by member vote: **September 20, 2024**



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MEMORANDUM OF AGREEMENT made this 20th day of September, 2024.

BY AND BETWEEN: **AVALON DAIRY LIMITED**, a body corporate carrying on business in Burnaby, Province of British Columbia

(hereinafter referred to as the "EMPLOYER")

AND: **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518**, chartered by the United Food and Commercial Workers International Union

(hereinafter referred to as the "UNION")

WHEREAS: The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the employees as defined in Section 3.01 of this agreement, to maintain mutually satisfactory working conditions, hours of work, and rates of pay; to provide for an amicable method of settling differences which may arise from the provisions of this Agreement, and to promote the mutual interest of the Employer and its employees within the Bargaining Unit; and in recognition whereof the parties hereto covenant and agree as follows:

NOW THEREFORE: The Employer and the Union mutually agree as follows:

SECTION 1 – Interpretation

This Agreement shall be interpreted in its entirety and in accordance with the applicable Provincial and Federal laws.

- 1.01 **Common Meaning:** Terms and phrases used in this Agreement shall be given their common meaning, unless otherwise specifically defined herein.
- 1.02 **Headings:** The headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid to interpretation.
- 1.03 **Incorporated Documents:** All appendices to this Agreement; all benefit plans and/or contracts referred to herein including, but not limited to, the Pension Plan; and all letters or memoranda of agreement, understanding or intent and/or any similar instruments signed by and between the Employer and the Union shall be deemed to form part of and be incorporated into this Agreement as if set forth in full herein in writing, and shall so apply.

SECTION 2 – Employee Categories

- 2.01 **Full-Time Employee:** A full-time employee is a person who is employed as an employee on a full-time basis and has completed the probationary period. Full time employees shall be covered by all of the terms and conditions of this Agreement except those which apply specifically and exclusively to part time regular employees or temporary employees, as the case may be.

2.02 **Part-Time Employee:** A part-time employee is an employee hired to work eight (8) hours a day but who works less than a full-time shift schedule on a regular and continuing basis and has completed the probation period.

A part-time regular employee shall not work more than thirty (32) hours per week unless otherwise agreed to by the Union.

Part time employees shall be covered by all conditions of this Agreement, except as follows:

Part time employees will receive Statutory Holiday pay as per the BC Employment Standards Act.

Part time employees will receive vacation pay and vacation time off work as per the BC Employment Standards Act.

Seniority for part time regular employees shall be calculated on a pro-rata basis in accordance with proportion of full-time equivalent hours worked, or deemed to have been worked. For the purposes of this calculation, it is agreed that the "full-time equivalent" hours on an annual basis shall be deemed to be 2080.

Part-time regular employees will be entitled to overtime pay as per Section 18.03 of this Agreement.

2.03 **Casual/Temporary:**

- (a) Casual/Temporary employees shall be those employees hired for extra or relief work for periods not exceeding three (3) months.
- (b) Casual/Temporary employees shall be entitled to a combined Statutory, Annual Vacation Pay and pay in lieu of benefits at a rate of twelve percent (12%) of gross earnings.
- (c) Casual/Temporary employees shall be paid at the rates provided in this Agreement and will be guaranteed not less than four (4) hours work on each day which they are employed.

2.04 **Agency Workers:**

- (a) An agency worker is employed by an external employment agency to perform work for the Employer on a temporary basis. It is understood between the parties that agency workers are employees of the agency.
- (b) Agency workers shall be paid at the rates provided in Appendix A of this Agreement and will be guaranteed not less than four (4) hours work on each day which they are employed.
- (c) The Employer will pay an amount equal to union dues for the agency worker(s) to the Union, in lieu of union dues.
- (d) Agency workers shall be hired for short-term vacancies not exceeding one (1) month. The Employer and the Union may mutually agree to an extension of not more than

three (3) months. The Employer will forward to the Union the name, position and start date of all Agency employees within fifteen (15) days of their commencement.

- (e) Agency workers who are on assignment longer than the prescribed amount of time in shall become casual employees under Section 2.03.
- (f) The use of agency workers shall not result in the layoff of employees within the bargaining unit.

SECTION 3 – Union Recognition and Bargaining Unit

3.01 **Union Recognition:** The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all persons to whom the Certification issued to the Union on March 16, 2021 applies, including any changes to said Certification made from time to time by the Labour Relations Board of British Columbia, or any of its successors, but excluding those persons expressly excluded by the Labour Relations Board of British Columbia, or any of its successors.

3.02 Application of Agreement

- (a) This Agreement applies to all employees within the Bargaining Unit as outlined in Section 2.
- (b) Where the Employer establishes a new position and a dispute arises as to whether the new position is within the Bargaining Unit covered by this Agreement, either party may submit the issue to the Labour Relations Board. Where such positions are determined to be within the Bargaining Unit, these positions will be posted in accordance with the provisions of the Collective Agreement.
- (c) Employees who are subject to this Agreement shall continue to be subject to this Agreement and the Union shall continue to be their sole and exclusive collective bargaining agent where such employees are required to perform their work functions anywhere within the province of British Columbia, or elsewhere when on temporary assignment and performing such work functions on behalf of the Employer.

SECTION 4 – Clerks Work Clause

4.01 **Exclusivity of Bargaining Unit Work:** Duties normally performed by employees within the Bargaining Unit will not be assigned to or be performed by non-bargaining unit employees except to overcome immediate, short-term cases of absenteeism, emergencies, training, and peak periods when Bargaining Unit employees capable of performing the work are not available.

4.02 **No Contracting Out:** The Employer will not contract out any Bargaining Unit work if such contracting out will result in the displacement or lay-off of any Bargaining Unit employees.

SECTION 5 – Union Membership and Dues

5.01 Union Membership

- (a) All employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union. New employees, hired subsequent to the signing of this Agreement, shall become and remain members of the Union as a condition of employment on the first (1st) day of employment by the Employer.
- (b) The Employer shall advise the Union of all newly hired employees within fifteen (15) calendar days of the date of their employment.

5.02 Union Dues Authorization: Each employee in the Bargaining Unit shall, as a condition of continued employment, execute an authorization form approved and supplied by the Union providing for the deduction from the employee's pay or salary the amount of the regular monthly or other dues, including initiation fees, fines and assessments, payable to the Union in accordance with the Union constitution and/or bylaws.

5.03 Union Dues and Assessments Deduction

- (a) The Employer shall, as a condition of employment, deduct from the pay or salary of each employee in the bargaining unit the amount of the regular monthly or other dues including, but not limited to, initiation fees, fines and assessments, payable to the Union by the member of the Union, as established by the Union.
- (b) Before the Employer is obliged to deduct any amount pursuant to this Section, the Union must advise the Employer in writing of the amount to be so deducted for each employee. The amount advised shall continue to be the amount so deducted until changed by official notice in writing from the Union to the Employer. The Union shall provide the Employer with a minimum of thirty (30) calendar days' notice in advance of the implementation to date of any change in deductions pursuant to this Section.

5.04 Remittance of Deductions: All deductions made by the Employer pursuant to this Section shall be remitted to the Union no later than the fifteenth (15) day of the month following the date of deduction and shall be accompanied by information specifying the first and last names of the employee, social insurance number, gross salary, number of hours worked, period of which such deductions have been made, the purpose of the deduction and the amount deducted.

The Employer will deduct and forward the applicable initiation fee from the first pay period. In addition to the above, the Employer will provide the Union with a complete listing of all the following for the period of time being reported:

- New Hires
- Terminations
- Promotions
- Demotions
- Employees on extended leave of absence

Such information shall be supplied by the Employer and in a form acceptable to the parties.

- 5.05 **Record of Union Deductions (T4 Slips):** The Employer shall supply each employee, without charge, a record for income tax purposes, indicating the amount of applicable deductions paid to the Union by the employee in the previous calendar year on the employee's T4. Such record shall be provided to each employee for the succeeding calendar year as prescribed by Federal Law.

SECTION 6 – Union Representation

6.01 Union Representatives

- (a) The Employer recognizes the Union's right to select, subject to its sole discretion, Shop Stewards and any other Union official or representative whose duties involve, in whole or in part, representing employees under this Agreement.
- (b) The Union shall notify the Employer in writing of the names of the persons authorized to represent the Union and/or the employees for the purposes of this Agreement and shall notify the Employer in writing of any changes in these names.

- 6.02 **Union Access:** Authorized representatives including Shop Stewards of the Union shall have access to the Employer's establishment during working hours for the purpose of addressing disputes or other Union business provided, however, the Union representative first notifies and obtains prior approval from the Employer's representative in charge of the establishment and provided further, that such visitation shall not interfere with conduct of the Employer's business.

- 6.03 **Shop Steward Recognition:** It is recognized that Shop Stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or elections.

The Employer agrees to recognize Shop Stewards for the purpose of overseeing the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and grievances to designated Management of the operation.

The Union will notify the Employer of the names of such Stewards in writing immediately upon their appointment. The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this agreement.

6.04 Shop Steward Activities

The authority of the Shop Stewards shall include the following activities:

- (a) The investigation and presentation of grievances or complaints, which may result in grievances.
- (b) Transmission or posting of Union notices, bulletins or other information to employees or to the Employer.

- 6.05 **Time Off Work for Union Business (without loss of pay):** Shop Steward(s) may, within reason, investigate and process and present grievances during regular working hours, without loss of pay. Before leaving their place of work or duties to assist an employee or

confer with a Union Representative, the Shop Steward will provide an estimate of the length of time of absence required and will receive permission from the Employer as long as there is no interference with the business of the Employer. The Employer will not unreasonably deny such permission, nor will the Shop Steward(s) unreasonably exercise the privilege.

6.06 The Employer will grant time off to Shop Stewards to attend Shop Steward meetings held by the Union, provided that the request for leave of absence is made by the Union in writing with at least two (2) weeks' notice and such leave does not interfere with the business of the Employer. Not more than one (1) Shop Steward shall be granted time off at any one time. The Union will reimburse the Employer for wages paid to the employee and any dental and pension contributions made on the employee's behalf during such absence, when applicable.

6.07 **No Other Agreement :** The Employer agrees not to enter into any agreement written or verbal, with any Union member which conflicts with the terms and conditions of this Agreement. No Union member shall enter into any agreement written or verbal, with the Employer conflicting with the terms and conditions of this Agreement.

The Employer agrees not to enter into any agreement with any which conflicts with the terms of this Agreement.

6.08 **Leave of Absence for Union Business**

- (a) Employees who are acting as representatives or staff of the Union may subject to operational requirement be granted an unpaid leave of absence for such purposes.
- (b) Employees filling elected full-time officers or appointed positions in the United Food and Commercial Workers Union shall be granted an unpaid leave of absence for such purposes.
- (c) Employees returning after the expiry of such leave shall return to the position they previously held. If there are extenuating circumstance that returning to the previous position is not possible, then the employee shall return to an equivalent job in the same pay group.
- (d) The Union will reimburse the Employer for wages paid to the employee and any dental and pension contributions made on the employee's behalf during such absence, when applicable.

6.09 **Information for New Employees:** The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the provisions dealing with Union Membership and Dues.

The Employer will agree on a date and time with the Shop Steward that a Shop Steward and new employee/s shall be given an opportunity to meet within regular working hours, without loss of pay, for one half (1/2) hour within the first thirty (30) days of employment for the purpose of acquainting the employee/s with the benefits and duties of Union membership and employee/s responsibilities and obligations to the Employer and the Union.

6.10 **Bulletin Boards:** The Employer shall provide one (1) bulletin board in the lunchroom for the exclusive use of the Union, the sites to be determined by mutual agreement of the parties. Such bulletin boards shall be used by the Union to post official Union communications

relating to official Union business. The Employer agrees that notices related to meetings, dues, health and safety and general Union business may be posted or otherwise distributed at the Employer's place of business. It is understood and agreed that all posted notices are the property of the Union and shall only be removed by an authorized official of the Union.

- 6.11 **Ballot Box:** The Employer agrees that, upon reasonable notice, the Union shall have the right to place ballot boxes in an agreed to location of the workplace(s) of the Employer covered by this Agreement, for the purposes of conducting Union elections, polling, or collective agreement votes. The Union agrees that voting by employees will be conducted on employees' time and will not interfere with the operation of the Employer.

SECTION 7 – Management Rights

- 7.01 **Management Rights:** The Management of the Company shall have the exclusive right and power to manage the business in all respects, in accordance with its commitments and responsibilities. The Management of the Company and its direction of the working force, including the right to plan, direct and control operations, to maintain the discipline and efficiency of the employees, and to require employees to observe reasonable rules and regulations, to hire, layoff, assign employees' working hours, suspend, transfer, promote, demote, discipline and discharge employees for proper cause is vested with the Employer. The Employer, in exercising these rights, shall not discriminate against any employee and shall give full consideration to the rights of the employee.

SECTION 8 – Respectful Workplace / Personal Rights

- 8.01 **Respectful Workplace:** The Employer is committed to providing a work environment which promotes respect and is free from all forms of harassment and is supportive of the dignity, self-esteem and productivity of every employee. Any form of harassment of/from, employees, customers, contractors, suppliers or other individuals associated with the Company while engaged in activities pertaining to the workplace will not be tolerated. To that end, the Company's "Respect in the Workplace" policy shall apply.
- 8.02 **Definitions Harassment:** Harassment is a form of discrimination and includes any behaviour that demeans, humiliates, or embarrasses another individual such that a reasonable person should know that the behavior is unwelcome and inappropriate in the workplace.

This includes harassment prohibited by legislation including unwelcome verbal or physical conduct based on race, religious beliefs, colour, place of origin, gender, gender identity or expression, mental or physical disability, ancestry, marital status, family status, a criminal conviction, age, sexual orientation, political belief.

Harassment may take the form of verbal or physical abuse, threats, derogatory remarks, inappropriate jokes, taunts, or innuendo which demean or embarrass, whether it be one event or a series of events or a course of conduct.

Examples of harassment include:

- racial or ethnic slurs including racially related nicknames
- misuse of authority towards another employee (such as unfairness in employee selection or work assignment based on a prohibited ground)

- remarks, jokes, sexual invitations, innuendo, or taunting about a person's body, age, marital status, gender, religion, accent, disability, or other prohibited ground
- leering, staring or gestures of a sexual nature
- display or communication of sexually explicit, pornographic, sexist, racist, or derogatory e-mails or material
- inappropriate physical contact such as patting, pinching, or that of a sexual or assaulting nature
- patronizing behavior, language, or terminology which reinforces stereotypes and undermines self-respect or adversely affects work performance or working conditions

DISCRIMINATION

Discrimination involves treating any person or a group of persons in an unfair way based on a prohibited ground, including race, religious beliefs, colour, place of origin, gender, gender identity or expression, mental or physical disability, ancestry, marital status, family status, a criminal conviction, age, sexual orientation, or any other characteristic prohibited by legislation.

Anti-Union Discrimination Prohibited:

It is specifically understood and agreed that there shall be no restraint, interference, coercion, intimidation, or discrimination by the Employer with respect to any employee for reasons related to Union membership or Union activity or for the exercise of rights provided for in this Agreement or arising out of applicable legislation.

- 8.03 **Reporting Procedure:** The Employer and the Union agree that any allegation of harassment should be dealt with in an expeditious manner, and they will encourage their respective representatives to do all they can to ensure that delays in dealing with such allegations are minimized.

The process must be fair, consistent, and expeditious. This procedure is not intended to preclude any other existing recourse that may be available to an employee (e.g. redress through the Collective Agreement, a Human Rights complaint, criminal charges, or civil litigation).

- (a) An employee who feels subject to harassment should make every effort to tell the offending Party to stop such behavior, prior to proceeding with an informal or formal complaint.
- (b) If the problem is not resolved through discussion between the individuals concerned, then the employee, or a Union Representative on behalf of the employee, may contact a designated authorized representative of the Employer. It is understood between the parties that a complaint should be filed in a timely expedited manner to allow for a prompt recollection of the facts. The Employer will advise the Union before proceeding with their investigation. All reports of inappropriate conduct will be promptly and thoroughly investigated within fourteen (14) days of the reported issue. The Employer may ask the Union for an extension of time and the Union will not unreasonably deny such request. The Employer will act to ensure that any improper conduct ceases immediately, and corrective action is taken to prevent a recurrence. Every effort will be made to keep complaints as confidential as possible.

- (c) In the event the problem is not resolved under (b) above, the employee, or the Union on behalf of the employee, may pursue other forms of redress.
- (d) No employee will suffer adverse employment consequences as a result of making a good faith complaint or taking part in the investigation of a complaint. An employee who knowingly alleges a false claim against another employee or individual or engages in any acts of retaliation against employees for making a report will be subject to disciplinary action, up to and including termination of employment.

SECTION 9 – No Lockout - Strike

- 9.01 In view of the orderly procedure established by this Agreement for settling grievances, the Employer agrees that there will be no lockout of its employees and the Union agrees that there will be no strikes or other collective action which will stop or interfere with operations during the term of this Agreement.
- 9.02 It shall be no violation of this Agreement for any employee to refuse to cross a picket line. Any employee thus failing to report for duty shall be considered to be on leave of absence without pay and shall not be subject to any disciplinary action, discharge, termination or any other penalty or prejudice.

SECTION 10 – Grievance Procedure and Arbitration

- 10.01 The parties to this Agreement are agreed that it is of the utmost importance to address complaints and grievances as quickly as possible in accordance with the procedures as set out in this Section. For the purpose of this Section, the word “employee” when used, will be interpreted to refer to any employee who is a member of the Bargaining Unit.
 - (a) The grievor shall be allowed reasonable time off with pay to attend grievance meetings with the Employer.
 - (b) Shop Stewards shall be allowed reasonable time off with pay subject to operational requirements to attend grievance meetings with the Employer as a witness. Shop Stewards will also be allowed reasonable time to investigate or present grievances as per Section 6.04 of this Agreement.
- 10.02 In this Agreement, unless the context otherwise requires, “grievance” means any dispute or difference between the parties to this Agreement concerning the discipline, dismissal or suspension of an employee bound by the Agreement or any dispute or difference between the persons bound by the Agreement concerning its interpretation, application, operation, or any alleged violation thereof, including any questions as to whether the matter is arbitrable. All grievances or disputes arising during the life of this Agreement shall be settled without stoppage of work and without strike or lockout.
- 10.03 **Union or Employer (Policy) Grievances:** Should either the Union or the Employer consider that an action or contemplated action is, or will become, a difference or dispute between the parties concerning the application, interpretation, operation or any alleged violation of this Agreement; should any questions arise as to whether a matter is arbitrable, then such will be considered a policy grievance and will be dealt with as follows:

- (a) The grieving party, i.e. either the Union Representative or an authorized representative of the Employer, shall initiate same by letter. Within five (5) working days of receipt of such written notice, the principals or their nominees shall meet and attempt to resolve the grievance.
- (b) If the grievance is not resolved, the grievance may be submitted to arbitration as set out in Section 10.07.

10.04 **Termination, Suspension Grievances:** Grievances concerning termination or suspension of an employee may be submitted directly to Step 2 of the grievance procedure at the option of the grieving party, within five (5) working days of the termination or suspension.

10.05 **Step 1 - Employee Complaint:** Should an employee have a complaint, the employee along with the Shop Steward whenever possible and/or Union Representative, will normally discuss such complaint with their immediate Supervisor in an effort to resolve same. Such discussion will take place on Employer time, not later than five (5) working days after the event causing the complaint or within five (5) working days from the time the employee became aware of the event causing the complaint.

10.06 **Step 2 - Employee Grievance:** Should a complaint be unresolved, the complaint may be submitted by the Shop Steward or Union Representative to the immediate Supervisor in writing, with a copy to the Union, no later than ten (10) working days from the date the complaint was first discussed under the complaint procedure and will be considered a Step 2 grievance. The Supervisor will contact the Shop Steward and/or Union Representative and grievor, whereby the parties will mutually agree to a reasonable meeting date to discuss the grievance as required with the Shop Steward and/or Union Representative and render a decision in writing to the Shop Steward with a copy to the Union within ten (10) working days of the date of the referral at Step 2. The grievor may be in attendance at the meeting.

10.07 **Step 3 - Arbitration Procedure:**

- (a) Any grievance which has been processed through the relevant Steps of the grievance procedure without being settled may be submitted to a single arbitrator.

At the time that either party serves notice, in writing, of its intention to proceed to arbitration, it shall at the same time notify the other party of the names of three (3) potential arbitrators.

The other party shall not be obligated to agree to one (1) of the names put forward. Nevertheless, the Union and the Employer shall, within fifteen (15) working days of notification being received by the other party, agree on a single arbitrator.

Should the parties fail to agree on the selection of an arbitrator within the prescribed time limit, application may be made by either party pursuant to Section 86 of the Labour Relations Code of British Columbia to appoint an arbitrator.

- (b) The arbitrator shall be requested to render a decision within a period of one (1) month following their appointment. The arbitrator's decision shall be final and binding on both parties to this Agreement.

- (c) The arbitrator shall not be vested with the power to change, modify or alter any part of this Collective Agreement except under the provisions of Section 89 of the Labour Relations Code of British Columbia.
- (d) Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator, including any disbursements incurred by the arbitration proceedings.

10.08 **Caucus Model Alternative Dispute Resolution:** The parties shall appoint a single arbitrator to hear any matter referred to by the Parties to resolve any dispute by mutual agreement. Should both parties agree to utilize this process, a brief written submission including a summary of the issue, the alleged violation of the Collective Agreement, and the remedy sought will be forwarded to the Arbitrator at least two (2) weeks in advance.

The hearing will employ the caucus model and no witnesses will be called; rather the Arbitrator will review the submissions, speak with the parties either together or apart, interview the grievor and render their binding decision. Any such decision rendered under this clause will be of nonprecedential value and cannot be relied upon by either party in future grievances or arbitrations.

10.09 Time limits specified are discretionary and may be extended by written agreement between the two parties.

10.10 **Disclosure of Information:** The parties agree to provide each other, in a timely manner, with all relevant facts applicable to any existing grievance. It is understood between the parties that timely disclosure of information allows the parties to evaluate the validity of the grievance.

10.11 **Deviation from Grievance Procedure**

- (a) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same matter by any other legal means, the Union agrees that, pursuant to this Section, the grievance shall be considered to have been abandoned, on a “without prejudice” basis.
- (b) The grieving party may at its discretion by written notice, withdraw any grievance at any time without prejudice to its position in future with respect to the same or any other matter.

SECTION 11 – Discharge, Discipline, Termination and Resignation

- 11.01 (a) It is hereby agreed that the Employer has the right to discharge or discipline for just and reasonable cause. The Employer will provide the disciplined or discharged employee with a statement in writing setting forth in detail the basis of such discipline or discharge and will send a copy to the Union.
- (b) **Oral Warning:** An oral warning or oral reprimand shall not be deemed to be a disciplinary measure and as such shall not be reported in any employee personnel file, nor shall such oral warnings or oral reprimands require Shop Stewards or Local Union representation, but will be copied to the Union.

- 11.02 The Employer agrees to notify the Shop Steward and the Local Union representative as early as possible of any discipline or discharge.
- 11.03 **Union Representation**
- (a) When a meeting is to occur involving an employee for the purpose of discipline or discharge, the Employer shall advise the Union in advance of such meeting and the employee will be given the option of either a Union Shop Steward and/or a Full Time Union Representative being present at the meeting. For greater clarity, the employee cannot waive their right to representation at such meeting.
 - (b) Employees, including a Union representative, required by either the Employer or the Union to attend or participate in any investigation, discussion or meeting in connection with any of the meeting(s) described above, shall be granted time off work by the Employer for this purpose, subject to prior Employer approval and this time shall be deemed to be time worked. It is understood that the Employer will take operational requirements into account when granting its approval. Such paid time off work shall apply only with respect to regular scheduled hours of work and shall not give rise to any overtime payments. The Employer approval required, shall not be unreasonably withheld by the Employer.
- 11.04 **Right to Appeal:** An employee shall have the right to appeal, in accordance with the grievance and arbitration procedures contained in this Agreement, any disciplinary action taken by the Employer.
- 11.05 **No Demotion or Lateral Transfer as Discipline:** The Employer shall not have the right to undertake the demotion or the lateral transfer of any employee as a disciplinary action except with the concurrence of the Union.
- 11.06 If an employee is discharged as provided in 11.01 or as a result of expiry of a recall period or elects for termination while on lay-off or sick leave or retires at normal retirement age, he or she will receive all vacation and holiday pay due.
- 11.07 Employees who resign will provide the Employer one (1) weeks reasonable notice.
- 11.08 If upon joint investigation by the Union and the Employer, or by decision of an arbitration pursuant to the terms of this Agreement, it shall be found that an employee has been discharged or disciplined for other than proper cause, or has been improperly terminated, the affected employee shall be reinstated to their former position without any loss of seniority or rank or benefits, and shall be paid such wages lost as may be deemed appropriate by the parties or by an arbitration procedure.

SECTION 12 – Personnel Files

- 12.01 **Personnel Files:** A personnel file shall be maintained by the Employer for each employee in the bargaining unit. Such file shall contain all formal reports and records concerning the employee's employment and work performance. The purpose of this Section is to ensure that there is only one (1) personnel file for each employee.
- 12.02 **Employee Access to Personnel File:** An employee shall have the right to read and review their personnel file on reasonable notice and by written request to the authorized designated

Employer representative. An employee may request and shall receive a copy of any record or document contained in the employee's personnel file.

12.03 **Union Access to Employee Personnel Files:** A representative of the Union shall have the right to read and review an employee's personnel file on written authorization of the employee and upon reasonable notice and by written request to the authorized designated Employer representative. On request, the Union representative shall be provided with copies of all pertinent documents.

12.04 **Disciplinary Notices:**

- (a) An employee shall be advised of any disciplinary notice placed in the employee's file by copy of such document prior to placement in the employee's personal file.
- (b) **Purging Personnel Files:** All notices, letters or details which pertain to any form of complaint or discipline, or which otherwise reflect negatively upon an Employee or their employment, which are more than eighteen (18) months old shall not be considered in any assessment of the employee's performance or conduct or to support any subsequent disciplinary action by the Employer, or otherwise used by the Employer in any manner with respect to any job selection under this Agreement. Notwithstanding the foregoing, these provisions as they apply to cases of proven sexual harassment or proven personal harassment shall have the applicable time limit in each such case raised to three (3) years.

SECTION 13 – Probationary Employee

13.01 **Probation Period Defined**

- (a) A new employee shall be considered on probation for ninety (90) consecutive calendar days from the date of last entry into the Employer's service.
- (b) The probation period may be extended by mutual agreement between the Employer and the Union.

13.02 **Employer Obligations During Probation Period**

- (a) The Employer shall inform a probationary employee of the standards which they are expected to meet during the probation period and shall also provide all appropriate training and familiarization necessary to assist the new Employee to meet these standards.
- (b) The Employer shall inform a probationary Employee of any deficiencies in the Employee's performance, in writing and shall provide adequate time for correction of the deficiencies, prior to the discharge or termination of the probationary Employee.
- (c) Either prior to or upon expiration of the probation period, the Employer shall confirm the successful completion of the probation period by a new Employee or otherwise discharge or terminate the Employee in accordance with this Section and all other applicable provisions of this Agreement.

13.03 **Discharge or Termination of Probationers**

- (a) The test of just cause for discharge or termination of a probationary Employee shall be a test of the employee's suitability for continued employment in the position in which they are employed, provided that the factors involved in determining such suitability could reasonably be expected to affect work performance.

SECTION 14 – Seniority

- 14.01 Seniority shall mean length of continuous service with the Employer as an employee within the bargaining unit and shall include credit for all continuous service at the Employer's locations specified in this Agreement prior to certification.
 - (a) When two (2) or more employees commence work with the Employer on the same date their relative seniority shall be determined by a method of random selection mutually agreed between the Employer and the Union.
 - (b) **Seniority Accrual When Absent from Work:** Except as expressly provided otherwise by this Agreement, seniority shall continue to accrue for any employee who is absent from work due to layoff; Statutory Holidays; floating holidays; vacation; any leave of absence including, but not limited to, with respect to illness, injury, disability or Worker's Compensation, or other approved time off pursuant to this Agreement during the period of such absence from work.
- 14.02 **Calculation of Seniority - Part Time Regular Employees**
 - (a) **Pro-Ration Versus Full-Time Equivalent Hours:** Seniority for part time employees shall be calculated on a pro-rata basis in accordance with the proportion of full-time equivalent hours worked. For the purposes of this calculation, it is agreed that the "fulltime equivalent" hours on an annual basis shall be 2080.
 - (b) **Seniority Deemed to Accrue:** Seniority for any part time employee who is absent from work due to annual vacation, sick leave, leave due to Workers' Compensation or any other approved leave of absence shall be deemed to accrue for all purposes under this Agreement. For the purposes of the deemed seniority accrual provisions contained in this clause, applicable absences from work shall be deemed to be time worked and seniority shall accrue based on the average number of hours worked by the part time employee in question during the six (6) full calendar months worked by that person immediately prior to commencement of the absence from work, pro-rated in accordance with the proportion of full-time equivalent hours worked.
- 14.03 **Calculation of Seniority - Temporary Employees:** Temporary employees shall not accrue any seniority until such time as they obtain either full time or part time employee status under this Agreement. Temporary employees who move from temporary to either full time or part time status and who do not experience a break in continuous service of more than thirty (30) days shall have their seniority credited back to the beginning of their most recent period of employment.
- 14.04 **Calculation of Seniority - Probationary Employees:** Probationary employees shall not accrue any seniority until such time as they successfully complete their probation period, in which case they will be granted seniority, in accordance with the applicable provisions of this Section, retroactively from the last date of hire.

14.05 **Termination of Seniority**

An employee shall lose their seniority only in the event that:

- (a) an employee is discharged or terminated for just cause and subsequently not reinstated;
- (b) an employee voluntarily terminates their employment in accordance with this Agreement or abandons their position and does not revoke their voluntary termination within seventy-two (72) hours;
- (c) an employee is laid off and recalled and fails to return to work in accordance with this Agreement or their layoff period has expired;
- (d) an employee accepts any job or position with the Employer outside the bargaining unit; except as expressly provided otherwise by this Agreement;
- (e) an employee fails to maintain membership in good standing in the Union;
- (f) employee retires;
- (g) an employee accepts a position with any other employer while on leave of absence unless specifically authorized in writing by the Employer in advance;

14.06 **Maintaining Good Standing in the Union During Work Absence:** If an employee continues to accrue seniority under this Agreement during any absence from work and is not paying Union dues, etc., by deduction by the Employer at source, the employee must pay directly to the Union any and all required Union dues, fees and assessments, etc. Otherwise, the employee shall lose all seniority, unless a waiver, in whole or in part, is granted by the Union.

14.07 **Seniority Lists**

- (a) The Employer shall compile and maintain an up-to-date seniority list including, but not limited to, the name, employment status, job title, job group, pay level, and seniority date of each Employee in the bargaining unit.
- (b) The seniority list described in (a) above shall be posted by the Employer, on an "Employer wide" basis, at six (6) month intervals and a copy shall be given to the Union. The Union may request additional list upon providing reasonable notice.
- (c) Publication of the seniority list as described in (b) above shall not prejudice the right of any employee or the Union to allege at any time improper seniority calculation or credit and to seek correction.
- (d) It is understood between the parties that the Unions copy of the seniority list as provide for in section 14.07 b above shall include employee's emails and phone and cell phone numbers.

SECTION 15 – Hiring, Promotion, Layoff and Recall

- 15.01 The Employer shall fill the job vacancies from within the bargaining unit before hiring new employees, provided employees are available with the necessary qualifications to fill the vacant position. The Employer shall notify the Union when vacancies occur. When a regular vacancy is posted, the Employer may temporarily fill the vacant position for up to thirty (30) days by a part-time or agency employee while completing the job posting process. A part-time employee shall have the right to voluntarily decline an increase to their working hours and working days.
- 15.02 **Posting Job Vacancies**
- (a) Except as expressly provided otherwise by this Agreement, all regular job vacancies shall be posted by the Employer for a minimum of five (5) consecutive working days to give all eligible employees an opportunity to apply for the position.
 - (b) A job posting shall state all pertinent details of the job including, but not limited to, job classification, location, salary, hours of work, duties, qualifications, any special conditions pertaining to the vacancy, the closing date of the job posting and the date of vacancy is to be filled.
 - (c) The closing date of a job posting shall be at least ten (10) consecutive working days from the date of the Employer posted the vacancy.
 - (d) A copy of all job postings shall be sent to the Union.
- 15.03 **Eligibility for Posted Job Vacancies**
- (a) All employees who have completed their probationary period shall be eligible to apply and be considered for any posted job vacancy.
 - (b) All employees who are laid off and who are eligible for recall pursuant to this Agreement shall be eligible to apply and be considered for any posted job vacancy during their period of recall.
- 15.04 **Filling Posted Job Vacancies**
- (a) The Employer shall advise the Union of the name of the person selected to fill the vacancy and the employment status and seniority date of that person.
 - (b) The selection of employees under this Section rests with the Employer, however, such selections shall be subject to the grievance and arbitration provisions of this Agreement.
 - (c) Employees shall be provided a trial period of not less than five (5) working days but not more than ten (10) days prior to the Employers selection under section (b) of this clause.
 - (d) On request, the Employer shall give an unsuccessful applicant full reasons why the employee's application was not successful.

- (e) Where any employee has been selected to fill a posted job vacancy pursuant to this Agreement, the Employer shall undertake to move the employee into a new position on the date the vacancy was to be filled or as soon thereafter as possible.

15.05 **Job Selection Criteria:** All job selections under this Section shall be given to applicants in the bargaining unit where the skill and ability of the various applicants are relatively equal. The Employer will be reasonable in the selection of such employees.

SECTION 16 – Displacement, Layoff and Recall

16.01 If a reduction of staff is necessary, the Employer will first endeavour to make such reduction by attrition. Should this not be possible, the Employer shall give as much notice as possible.

16.02 Notice of Displacement or Layoff to Union and Employees

- (a) The Employer will provide the Union with as much notice as possible but not less than a minimum of fourteen (14) calendar days prior written notice when employees are to be displaced or laid off. This notice will specify the anticipated effective date of the displacement or layoff and the number of job titles who may be displaced or laid off. Such notice to the Union shall run concurrent with notice provided to the employee(s) in 16.02(b) below. This clause does not absolve the Employer under section 54 of the Labour Relations Code.

- (b) **Notice of Displacement or Layoff to Affected Employees:** In the event that any employee/s are subject to displacement or layoff, the Employer shall provide these employee/s with prior written notice or pay in lieu of such notice in accordance with the following:

- (i) after three (3) consecutive months of employment – one (1) week's pay;
- (ii) After 12 consecutive months of employment – two (2) weeks' pay;
- (iii) After three (3) consecutive years of employment – three (3) weeks' pay, plus one (1) week's pay for each additional year of employment to a maximum of eight (8) weeks.

16.03 **Joint Impact Review Meeting:** Whenever a notice of displacement or layoff is issued by the Employer to the Union pursuant to Section 16.02, the parties shall convene a meeting within seven (7) calendar days of the date of the notice to review the impact of the impending displacement or layoff. This review will include identifying those employees whom it is anticipated may or will be displaced or laid off.

16.04 **Employee Displacement Options:** An employee who is subject to displacement or layoff shall have the right to select one (1) of the following options:

- (a) accept placement in a vacant position in accordance with the provisions of this Section; or
- (b) exercise the bumping rights referred to in this Section; or

(c) accept layoff, retaining the right to recall in accordance with this Agreement

16.05 **Right to Return to Former Position:** An employee who is displaced or laid off from their position under this Agreement shall have the right for a period of one (1) year from the date of the displacement or layoff to return to the position they held immediately prior to the displacement or layoff or to be able to acquire a job through the job posting procedure.

16.06 **Recall**

(a) An employee who is displaced and laid off under this Agreement shall be placed on the recall list and shall have the right for a period of one (1) year or their length of service, whichever is less, from the date of their last being laid off to be recalled to work in accordance with this Section.

(b) Notice of recall to an employee who has been laid off shall be made by email/ registered mail to the last known address of the employee, with a copy to the Union office. The employee must respond to such notice and be available to go to work within fifteen (15) days from the date the notice is mailed or such longer period as may be mutually agreed. Where more than one (1) employee is on the recall list in similar classifications, recall shall be made in order of seniority. A laid off employee must keep the Employer informed of any change to their address.

(c) Employees on the recall list shall have first rights to any vacancy for which the employee is qualified.

(d) Employees who have been bumped will be returned to their former positions on the same basis as employees on the recall list subject to the seniority provisions of the list. An employee who accepts recall to a lower position than formerly held will be considered bumped for purposes of the operation of this Section.

16.07 **Severance Pay**

(a) An employee/s whose employment is terminated due to the Employer closing or ceasing operations in whole or in part shall be entitled to severance pay in accordance with the following:

(i) Two (2) weeks' pay for each full year of service up to maximum of twenty-four (24) weeks' pay, for permanent terminations excluding resignations, retirement, and discharge for just cause.

16.08 **Severance Pay Rate:** Severance pay shall be calculated at the employee's prevailing rate of pay at the date of termination of employment.

16.09 **Acceptance of Severance Pay**

(a) It is understood and agreed that at such time as an employee's recall period expires, and the severance pay is paid in full, the Employee's employment shall be terminated and such employee shall have no further rights or entitlements under this Agreement, except for the following:

(b) any vested rights or entitlements under the Pension Plan; and

- (c) any other accrued benefits or entitlements not paid to the Employee at the time of termination of employment; and
- (d) continuation of any coverage the Employee is entitled to receive, subsequent to their termination, under any benefit plan referred to in this Agreement.

SECTION 17 – Working Hours

- 17.01 (a) Each full time and part time employee will have an established shift. Shifts and shift hours will be designated by the Employer and will be posted for setting forth the hours of work and the days off.
 - (b) The normal hours of work for full-time employees will be five (5) consecutive eight (8) hour work days excluding the unpaid lunch period, followed by two consecutive days off.
 - (c) **Work Week:** The work week shall be defined as Sunday to Saturday.
 - (d) **Minimum Hours:** Employees scheduled or called into work by the employer, shall be paid a minimum guarantee of four (4) hours pay at their prevailing rate for such day.
- 17.02 **Rest Periods:** Each employee shall receive two (2) paid rest periods, each of fifteen (15) consecutive minutes in duration, in each work day. The first such rest break shall occur prior to the lunch period. No rest period shall be consecutive with any lunch period. These rest periods shall be in addition to any other work breaks or rest periods prescribed by this Agreement.
- 17.03 **Lunch Period:** Each employee shall receive a lunch period free from work in each work day as follows:

The lunch period shall be one-half (1/2) hour unpaid, at or near the midpoint of the work day.

- 17.04 **No Split Shifts:** There shall be no split shifts.

- 17.05 **Shift Changes:** Employees will have the right to apply for a change of shift on an individual basis and, when practical, the Employer will make such change.

Employees may arrange to exchange shifts, on a temporary basis, provided prior written approval is obtained from their immediate supervisor(s) at least (3) calendar days prior to the first shift to be traded. Shift changes must be equivalent number of hours and between employees. Such a request shall not be unreasonably denied.

SECTION 18 – Overtime Hours/Premium Pay

- 18.01 The Employer will define the procedure for authorization of overtime.
- 18.02 The Employer will keep overtime to a minimum and meet requirements on voluntary basis. In the event overtime commitments cannot be met on a voluntary basis, the qualified employee(s) with least seniority will be selected.

- 18.03 (a) **Daily overtime:** Employees shall be paid time and one half (1 ½) for all hours worked over eight (8) hours in a day, to a maximum of twelve (12) hours – even if the employee does not work more than forty (40) hours in a week. If an employee works more than twelve (12) hours in a day, the employee shall receive double (2x) time for the remaining time worked. Time worked in excess of twelve hours before and after a day shall be at double (2x) time rates as defined in this Agreement.
- (b) **Weekly Overtime:** Employees shall be paid time-and-a-half for all time worked over forty (40) hours worked in a week. A week is from Sunday to Saturday. For the purpose of calculating weekly overtime, only the first 8 hours worked by an employee in each day are counted, no matter how long the employee works on any day of the week.

Work shifts will be worked in a continuous period except for meal breaks and will not be “split”.

When possible, the Employer will notify affected employees for overtime not later than the second hour of their shift on the day overtime is required.

- 18.04 It is the intent of the Employer to distribute overtime, on a voluntary basis, by seniority (highest to lowest), to employees on shift or coming on shift at the time the overtime is required. In the event that no employee is available to work, then the overtime will be assigned to the employee with the least seniority. Planned Overtime are hours that the Company has determined are needed and is known at least forty-eight (48) hours in advance. Planned Overtime will be awarded in seniority order (highest to lowest). In the event the employee is awarded Planned Overtime, the hours will be considered a scheduled shift and will not be cancelled unless the Employer notifies the employee at least twenty-four (24) hours in advance.
- 18.05 Except as provided herein, continuous time-off between completion of a shift and/or overtime following a shift and the commencement of any following shift shall not be less than nine (9) hours or, failing this, the second shift shall be considered overtime and paid at double (2x) time.
- 18.06 **Call In/Out:** Employees called in to work outside their regular shift or during scheduled days off, vacations or Statutory Holidays, will receive a minimum of four (4) hours pay at overtime rates provided the employee reports for such work.
- 18.07 **Voluntary Overtime:**
- (a) **Employees Who Are Exempt from Overtime Scheduling**
Employees who are on vacation or any leave of absence under this Agreement shall not be subject to any overtime scheduling, unless otherwise agreed to by the employee.
- (b) The Employer will not schedule or call-in employees on their scheduled day(s) off unless it first exhausts all other means of covering the necessary hours of work.
- 18.08 **Leadhand Premium Pay:** It is agreed that any employee who acts as Leadhand, or comparable job title, under this Agreement shall be paid premium pay by the Employer as defined in Appendix A of this Agreement. It is further agreed that such premium pay shall be

in addition to all other compensation arising out of this Agreement.

SECTION 19 – Statutory Holidays and Annual Vacation

19.01 The Employer agrees to provide all employees with the following Statutory Holidays, without loss of pay: To qualify for a statutory holiday an employee must be employed for 30 days.

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	B.C. Day
Labour Day	National Day for Truth & Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Day	

and any other day that may be stated a gazetted public holiday by the Provincial and/or Federal Government or as passed by Order-in-Council.

- 19.02 In the event any of the holidays enumerated in 19.01 above occur during the period of an employee's vacation, scheduled days off or accumulated Statutory Holiday period, an additional day(s) vacation with pay will be allowed for each holiday so occurring.
- 19.03 Employees whose regular shift(s) require them to work on Statutory Holidays provided herein will be paid at (1 ½ x) times the regular rate for the time worked and will be granted equivalent time off at a time scheduled within the current work week that the Statutory Holiday fell.
- 19.04 **Work on a Scheduled Holiday:** Employees whose regular shift does not require them to work on the Statutory Holidays provided herein but who are called in to work on a scheduled holiday, or an equivalent day off shall be paid in accordance with the overtime provisions of Section 18 in addition to their regular salary.
- 19.05 **Scheduling Work on Paid Holidays:** Where the Employer has a requirement for such overtime work to be performed on any Paid Holiday, or day in lieu thereof, the performance of such work by any Employee shall be subject to the following:
- (a) The Employer shall ask, in seniority order, from highest to lowest, the employees who normally perform the available work if they want to work on a given Paid Holiday, or day in lieu thereof, and those employees who accept shall thereby be scheduled to work on that day;
 - (b) If the Employer is unable to secure sufficient personnel to meet the work requirements on a Paid Holiday or day in lieu, the Employer may, subject to the employee's ability to perform the work, schedule employees who normally perform the available work to do the work in reverse order of seniority, from lowest to highest.

SECTION 20 – Vacations and Vacation Pay

20.01 Annual vacations with pay shall be based on total service with the Employer. For the purpose of calculating vacation entitlement, the vacation year commences Jan 1 and ends Dec 31. Vacation pay is accrued on all earnings (regular pay, OT pay, Stat Pay, vacation pay)

- 20.02 (a) An Employee who has completed less than twelve (12) months of service, shall be granted one (1) working day for each full month of service from the first of any month, up to a maximum of ten (10) working days. Vacation shall be paid at 2% of gross earnings.
- (b) A new Employee shall not take any vacation during their first six (6) months of employment. During the second six (6) months of employment, a new Employee shall be entitled to take vacation not to exceed five (5) working days which, if taken, shall be deducted from the Employee's entitlement upon reaching the first anniversary date of their employment. Notwithstanding anything, these days may be taken one (1) or more at a time. The scheduling of such days of vacation shall be subject to mutual agreement between the Employee and the Employer.
- 20.03 An employee with one (1) or more years of service, shall be granted ten (10) working days vacation. Vacation shall be paid at 4% of gross earnings.
- 20.04 An employee with five (5) or more years of service, shall be granted fifteen (15) working days vacation. Vacation shall be paid at 6% of gross earnings.
- 20.05 An employee with ten (10) or more years of service, shall be granted twenty (20) working days vacation. Vacation shall be paid at 8% of gross earnings.
- 20.06 An employee with fifteen (15) or more years of service, shall be granted twenty-five (25) working days vacation. Vacation shall be paid at 10% of gross earnings.**
- 20.07 **Proration of Vacation Entitlement:** Approved absences paid for by the Employer, including annual vacation, and absences due to leave for Union business or maternity leave or absences as a result of an injury covered by Worker's Compensation shall not reduce an employee's vacation entitlements in the subsequent calendar year.
- 20.08 **Vacation Selection**
- (a) **Subject To Essential Operational Requirements:** Selection of vacation periods under this Agreement shall be subject to essential operational requirements, which right the Employer must invoke prior to any vacation selection.
- (b) **Vacation Selection by Seniority:** Employees shall select their vacation periods in order of seniority, from highest to lowest.
- (c) **When Vacation Selection Is to Occur:** Scheduling of vacation shall be undertaken once in each calendar year for vacations to be taken during the next one (1) year period. Such vacation selection shall be completed from November 1st to December 31st in each calendar year, unless an extension is mutually agreed between the Employer and the Union.
- (d) **Employees with 25 days' vacation are restricted to taking a maximum of 4 weeks at any one time.**
- 20.09 **Postponement of Scheduled Vacation:** An Employee's period of vacation, once selected in accordance with the provisions of this Section, shall not be postponed unless by mutual agreement of the parties.

- 20.10 **Termination of Employment:** An employee who terminates their employment for any reason shall be entitled to receive vacation pay for any earned vacation entitlement not taken.

SECTION 21 – Medical Certificates and Examinations

- 21.01 **Confidentiality of Medical Information:** The Employer and any Union Representative who have access to medical information pertaining to any employee shall protect the confidentiality of such material in accordance with law. This shall not prevent the proper introduction of such material into evidence in legal proceedings in which the material is relevant to those proceedings.
- 21.02 **Costs Borne by Employer:** Any medical certificate, examination, or report, requested by the Employer, shall be paid for by the Employer.

SECTION 22 – Sick Leave

- 22.01 **Sick Leave Definition:** A defining principle of the parties is sick employees should not come to work to protect other employees from transmittable disease.
- Sick leave is for the sole and only purpose of protecting regular full-time and regular part-time employees against loss of income when they are legitimately ill or have suffered a disabling injury not covered by Workers' Compensation.
- 22.02 **Sick Pay**
- (a) (i) Effective the date of this Agreement all full time and part time employees shall be entitled to **five (5)** sick days per year, or the equivalent of **forty (40)** hours per year.
- (ii) If an employee does not use their full complement of sick days in a year, then those days shall be carried over to the following year to a maximum of six (6) days or forty-eight (48) hours in any year. If an employee does not use all six (6) sick days or forty-eight (48) hours in the year of carry over, any sick days in excess of three (3) days or twenty four (24) hours shall be paid out in the last pay period of that year.
- 22.03 (a) Employees must notify the Employer as promptly as possible of any absence from work because of illness or injury prior to commencement of their next scheduled work starting time. The Employer shall communicate to all employees the appropriate reporting procedure.
- (b) Employees who are absent from work due to illness or injury shall provide the Employer with reasonable advance notice of their anticipated date of return to work.
- 22.04 Paid sick allowance will be made only for absence from work because of illness or injury. For absence of three (3) consecutive days or more, the employee may be required to provide a certificate from a registered medical doctor stating that the employee has been under care and unable to carry out their duties. The Employer shall reimburse employees for the cost of the certificate.

SECTION 23 – Leave of Absence

23.01 **Pregnancy Leave**

- (a) **Leave Entitlement:** An employee, on their written request for maternity leave is entitled to a leave of absence from work without pay for a period of seventeen (17) consecutive weeks or a shorter period if the employee requests, commencing thirteen (13) weeks immediately before the estimated date of birth or a later time the employee requests as provided by the Employment Standards Act. Such leaves shall be in accordance with the Employment Standards act.
- (b) **Extended Entitlement:** An employee may request an extension to their maternity leave and such extension shall not be unreasonably denied.

23.02 **Adoption Leave:** Adoption Leave shall be granted in accordance with the Employment Standards Act of British Columbia and requests for extensions of such leave shall not be unreasonably denied.

23.03 **Parental Leave:** An employee on their written request for Parental Leave, is entitled to leave of absence from work without pay for a period of up to sixty-two (62) consecutive weeks or a shorter period if the employee requests in accordance with the Employment Standards Act of British Columbia. Requests for extensions for Parental Leave shall not be unreasonably denied.

23.04 **Bereavement Leave:** Leave of absence with pay will be granted to full-time and part-time employees for the following reasons:

- (a) In the event of death in an employee's immediate family (which is defined as grandparents, parents, step-parents, siblings, step-siblings, spouse, child or step-child) the employee shall be entitled to be absent from work for a period up to but not more than **five (5)** regular working days through and including the day of the funeral, when such absence is necessary to make arrangements for and attend the funeral. During such absence, the employee shall be compensated at their straight time hourly classification rate for such regular working time lost. Such absence compensation shall not include pay for lost overtime, vacation time or premium.

23.05 **Court Leave:** Employees who are required to be selected for or to serve on a jury or are required to appear in court as a witness on behalf of the Employer, shall be granted an excused absence for such time as is needed in connection with such duty. The Employer agrees to pay employees the difference between their regular classification rate of pay and the amount allowed by the court for their service. Any day an employee is not involved in jury selection or is not required to serve on a jury panel, or as a witness on behalf of the Employee, or when they are relieved for the day, they shall contact the Employer and shall make themselves available for work.

23.06 **Military Duty:** Employees who participate in activities related to the reserve component of the Canadian Armed Forces may be granted leave of absence without pay for this purpose. Such time off will not be unreasonably withheld.

23.07 **Compassionate care leave**

- (a) In this section, "family member" means
 - (i) a member of an employee's immediate family, and
 - (ii) any other individual who is a member of a prescribed class.
- (b) An employee who requests leave under this section is entitled to up to 27 weeks of unpaid leave to provide care or support to a family member if a medical practitioner or nurse practitioner issues a certificate stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks, or such other period as may be prescribed, after
 - (i) the date the certificate is issued, or
 - (ii) if the leave began before the date the certificate is issued, the date the leave began.
- (c) The employee must give the Employer a copy of the certificate as soon as practicable.
- (d) An employee may begin a leave under this section no earlier than the first day of the week in which the period under subsection (b) begins.
- (e) A leave under this section ends on the last day of the week in which the earlier of the following occurs:
 - (i) the family member dies;
 - (ii) the expiration of fifty-two (52) weeks from the date the leave began.
- (f) A leave taken under this section must be taken in units of one or more weeks.
- (g) If an employee takes a leave under this section and the family member to whom subsection (b) applies does not die within the period referred to in subsection (e) (ii), the employee may take a further leave after obtaining a new certificate in accordance with subsection (b), and subsections (c) to (f) apply to the further leave.

SECTION 24 – Additional Leave of Absence

- 24.01 **Religious Holidays:** An employee may request permission to take a leave of absence without pay for religious holidays observed by the employee. Such permission shall not be unreasonably withheld.
- 24.02 **Personal Leave:** After achieving one (1) year of employment a leave of absence without pay for personal reasons normally not to exceed thirty (30) days may be granted by the Employer provided the requirements of the operation permit. Such leave of absence may be renewed. Seniority will accumulate during the leave. The Union will be advised of such leave at the time it is to go into effect.
- 24.03 Upon written application to an authorized Employer representative and at least fourteen (14) days in advance, and provided the requirements of the operation permit, the Employer shall grant leave of absence without pay to not more than one (1) employee to attend a Union convention or other official union function on behalf of the Union. Such leave shall not exceed one (1) week, except where mutually agreed to extend such period.

Such leaves shall not unreasonably be withheld.

SECTION 25 – Health and Safety

25.01 **Statutory Compliance:** The Employer shall provide a work environment which is in compliance with all applicable legislation governing the workplace with respect to the health and safety of the employees.

25.02 **Employer Policy**

- (a) As occupational health and safety are integral to the Employer's commitment to employees, its operations and success, the Employer will make every effort to prevent accidents and protect the health and safety of employees. In this regard, the Employer will maintain a formal Policy governing Safety and Occupational Health during the term of this Agreement.
- (b) The Employer shall provide the Union and each employee with a current copy of its Occupational Health and Safety Policy.
- (c) Procedures related to the responsibilities of all parties, and administration and application of the Employer's Occupational Health and Safety Policy, including the establishment of Safety Training Programs, shall be prepared and/or developed by the Departmental Health and Safety Committee for approval by the Employer.
- (d) The Occupational Health and Safety Committee shall consist of two (2) representatives appointed by Management and two (2) representatives appointed by the Union.
- (e) Employee representatives shall suffer no reduction of wages, benefits or other rights or entitlements under this Agreement for time spent in attending Health and Safety Committee meetings or other functions related to Committee activities as designated and approved by the Committee.

25.03 **Safety Equipment, Appliances and Clothing**

- (a) The Employer shall supply, at no cost to the employees, such equipment, appliances and/or clothing as deemed necessary and reasonable to ensure the occupational health and safety of employees. Such items provided by the Employer shall remain the property of the Employer and shall be returned to the Employer on termination of employment.
- (b) In addition to the above, the Employer if required under occupational safety and health to provide safety footwear, will pay to each employee affected up to one hundred and fifty dollars (\$150.00) per year. To be eligible for such allowance, an employee must provide the Employer with an acceptable receipt of purchase for such safety footwear.

25.04 **Industrial First Aid Certification Premium**

- (a) Employees required by the Employer to possess an Industrial First Aid Ticket shall be paid by the Employer an hourly premium in addition to the employees' hourly base wage as follows: Level 1 - \$0.50 per hour, Level 2 \$1.00 per hour.

- (b) If the Employer requires an employee to attend and/or take any safety related course for use in the Employers operation, such employee shall be reimbursed for the course fees as well as any other associated cost such as transportation.

SECTION 26 – Benefit Plans

26.01 Medical Coverage and Extended Health Benefits

- (a) Medical Services Plan is provided by the BC Provincial Government.
 (b) Extended Health Care Plan

An Extended Health Care Plan shall be made available to all employees and their eligible dependents at no cost to the employee. Eligibility: Compulsory for full-time employees after completion of 3 months of service.

The extended health care plan shall include, but not be limited to, the following:

Prescription Drugs	100% coverage	
	No deductible	
	Pay direct drug card	Generic drugs
		\$2.00 co-pay
		\$5,000.00 yearly limit
	100% other expenses	
	Out of town coverage	
	Private duty nursing	
	Semi-private hospital	
	Variety of services	
	Eye exams	
	24 months survivor	
	Paramedical	\$500.00 per year per type

26.02 Dental Plan

A Dental Plan shall be provided to all employees and employee’s dependents. Eligibility: Compulsory for full-time employees after completion of 3 months of service.

100% basic & preventive		
80% major		
50% orthodontic for children		
Deductible	\$25 – single, \$50 – family	
Current fee guide		
6 month recall		
24 month survivor		
White fillings	Front & back	
Annual maximum	Unlimited basic and preventative	
	\$1,500 major	
	\$1,500 lifetime for Orthodontic	

26.03 **Long Term Disability Plan (Income Protection Plan)**

The income protection plan is designated to provide the employee and members of the employees' family with a source of continued income during a prolonged sickness or disability:

Eligibility: Employees pay the 100% of benefit. Compulsory for full-time employees after completion of 3 months of service. The waiting period is (120) one hundred and twenty days.

Benefit: If the employee is sick or disabled, the employee will be eligible for:

- (a) 66.67% of the employee's earnings to a maximum of (\$4000.00) four thousand per month.
- (b) Critical illness
\$10,000.00

26.04 **Vision Care:** The Employer will provide Vision Care for corrective lenses and frames or contact lenses to a maximum of **\$300.00** per person enrolled in the Plan each twenty-four (24) month period.

26.05 **Group Life Insurance:** The Life Insurance Plan protects you and your family in the event of your death or dismemberment.

Eligibility: Employees pay the 100% of benefit. Compulsory for full-time employees after completion of 3 months of service.

Employee Coverage:

- (a) Life Insurance
 - (1) one times annual salary to a maximum of \$100,000.00
- (b) Accidental Death & Dismemberment Coverage
 - (1) one times annual salary to a maximum of \$100,000.00
- (c) At age (65) sixty-five the benefit is reduced to 50% of benefit.
- (d) The benefit terminates at age (75) seventy-five.
- (e) Spousal coverage is \$500.00
- (f) Children coverage \$2,500.00

26.06 **Pension Plan (Retirement Plan) :** Employees are required to enroll in the Group Retirement Savings Plan after completing six (6) months of continuous service. The group savings plan is a Defined Contribution Registered Pension Plan. The Employer shall contribute 4% of earnings. Employee contributions are voluntary.

26.07 **Details About Benefit Plans:** The Employer agrees to provide the Union with a copy of each contract entered into with the insurance carrier or any other third party providing any of the Benefit Plan(s) coverage referred to in this Section and any subsequent amendments made to each such contract. Any amendments to the benefit plans listed in this section shall not be less favourable than the benefit listed in this section.

26.08 **Benefit Plans Coverage While on Vacation or Leave of Absence:** Benefit Plans coverage under this Agreement shall continue in full for all eligible employees while they are on vacation or any paid leave of absence including, but not limited to, absence due to Workers'

Compensation, and the Employer and each eligible employee, as applicable, shall continue to pay their respective share of the costs for these Benefit Plans.

26.09 Casual/Temporary Employees

Casual employees will not be covered under the benefit plans or welfare plans referred to in this section.

SECTION 27 – Labour/Management Relations

27.01 Labour/Management Committee: The Employer and the Union hereby agree to establish a Joint Labour/Management (JLM) Committee to consist of two (2) representatives of each party, with each party selecting its own representatives.

27.02 Objective of Committee

- (a) The objective of this Committee will be to discuss and to attempt to resolve problems and complaints affecting either party to this Agreement as well as any subject that improves Company and Employee performance and efficiency in a cooperative endeavor to promote harmonious relations between the Employer, the Employees and the Union.
- (b) Subjects discussed by the Committee will not include any matter being processed under the grievance or arbitration procedures contained in this Agreement, unless mutually agreed to by the parties.

27.03 Committee Meetings: The parties shall meet once every four (4) months until this Agreement is terminated, for the purpose of discussing issues and opportunities relating to the workplace that affect the parties or any employee bound by this Agreement. Committee meetings will be held during normal working hours unless agreed otherwise and any time spent by Employee Committee members shall be without loss of pay.

27.04 Selection of Chairperson: Chairing of any meeting of the Labour/Management Committee shall be rotational between the Employer and the Union on a meeting-by-meeting basis.

27.05 Minutes of Meetings: Minutes shall be kept of all meetings of the Labour/Management Committee and a copy provided to each Committee member, the Employer and the Union.

SECTION 28 – Savings Provisions

28.01 Government Action Affecting Agreement

- (a) If any Section or provision or part thereof of this Agreement shall be rendered null and void, or materially altered, or otherwise be declared invalid, inoperative or unenforceable, by any competent authority or applicable legislation:
 - (i) The remaining provisions of the Agreement shall remain in full force and effect for the life of the Agreement.

- (ii) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions rendered nugatory, to whatever degree, as per Section 28.01(a) above.
- (iii) If mutual agreement cannot be reached as provided in Section 28.01(a)(ii) above, the matter may, at the option of either party, be referred directly to arbitration in accordance with the applicable provisions of this Agreement. For this purpose, it is agreed that the matter must be so referred within sixty (60) calendar days following the date of unsatisfactory conclusion of the relevant negotiations.

SECTION 29 – Duration

- 29.01 **Duration:** This Agreement shall be binding and remain in full force for the period from and including September 1, **2024** to and including August **28, 2027**.
- 29.02 **Notice to Bargain:** Either party may at any time within four (4) months immediately preceding the expiry date of this Agreement, by written notice, require the other party to commence collective bargaining.
- 29.03 **Agreement to Continue in Force:** Both parties shall comply fully with the terms of this Agreement during the period of collective bargaining and until a new or revised Agreement is signed by the parties, without prejudicing the position of the new or revised Agreement. Notwithstanding the foregoing, the parties shall have the right to effect a legal strike or a legal lockout, as the case may be.
- 29.04 **Exclusion of Operation: Section 50(2) L.R.C.** The parties agree to exclude the operation of Section 50(2) of the Labour Relations Code of British Columbia, or any subsequent equivalent legislative provisions.

SIGNED THIS 18th DAY OF NOVEMBER, 2024.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Patrick Johnson
President

FOR THE EMPLOYER
AVALON DAIRY LIMITED


Russ Rimmer (Nov 18, 2024 10:45 PST)

Russ Rimmer
Avalon Dairy, CEO

APPENDIX “A” – Classifications & Wages

Dept	Job	Job Class	Step	Days Worked	Wage Rate September 1, 2023	Wage Rate September 1, 2024 4.00%	Wage Rate September 1, 2025 3.50%	Wage Rate September 1, 2026 3.00%
Whse/Prod	Packer/Dairy Worker/Labourer	1	0	1	\$19.29	\$20.06	\$20.76	\$21.39
Whse/Prod	Packer/Dairy Worker/Labourer	1	1	90	\$19.82	\$20.61	\$21.33	\$21.97
Whse/Prod	Packer/Dairy Worker/Labourer	1	2	365	\$20.60	\$21.42	\$22.17	\$22.84
Whse/Prod	Packer/Dairy Worker/Labourer	1	3	730	\$21.38	\$22.24	\$23.01	\$23.70
Warehouse	Inventory	2	0	1	\$19.82	\$20.61	\$21.33	\$21.97
Warehouse	Inventory	2	1	90	\$20.34	\$21.15	\$21.89	\$22.55
Warehouse	Inventory	2	2	365	\$21.12	\$21.96	\$22.73	\$23.42
Warehouse	Inventory	2	3	730	\$22.01	\$22.89	\$23.69	\$24.40
Warehouse	Order Picker	3	0	1	\$20.86	\$21.69	\$22.45	\$23.13
Warehouse	Order Picker	3	1	365	\$21.90	\$22.78	\$23.57	\$24.28
Warehouse	Order Picker	3	2	730	\$22.42	\$23.32	\$24.13	\$24.86
Warehouse	Order Picker	3	3	1095	\$22.94	\$23.86	\$24.69	\$25.43
Warehouse	Loader/Receiver	4	0	1	\$25.03	\$26.03	\$26.94	\$27.75
Warehouse	Loader/Receiver	4	1	365	\$25.55	\$26.57	\$27.50	\$28.33
Warehouse	Loader/Receiver	4	2	730	\$26.07	\$27.11	\$28.06	\$28.90
Warehouse	Loader/Receiver	4	3	1095	\$26.60	\$27.66	\$28.63	\$29.49
Warehouse	Loader/Receiver	4	4	1460	\$27.38	\$28.48	\$29.47	\$30.36
Production	Filler Operator - Glass	2	0	1	\$21.38	\$22.24	\$23.01	\$23.70
Production	Filler Operator - Glass	2	1	365	\$22.68	\$23.59	\$24.41	\$25.15
Production	Filler Operator - Glass	2	2	730	\$23.99	\$24.95	\$25.82	\$26.60
Production	Filler Operator - Glass	2	3	1095	\$25.29	\$26.30	\$27.22	\$28.04
Production	Filler Operator - Jugs	2a	0	1	\$21.90	\$22.78	\$23.57	\$24.28
Production	Filler Operator - Jugs	2a	1	365	\$23.73	\$24.68	\$25.54	\$26.31
Production	Filler Operator - Jugs	2a	2	730	\$25.03	\$26.03	\$26.94	\$27.75

Production	Filler Operator - Jugs	2a	3	1095	\$27.12	\$28.20	\$29.19	\$30.07
Production	Filler Operator - Yogurt Line	3	0	1	\$22.94	\$23.86	\$24.69	\$25.43
Production	Filler Operator - Yogurt Line	3	1	90	\$24.25	\$25.22	\$26.10	\$26.89
Production	Filler Operator - Yogurt Line	3	2	365	\$26.86	\$27.93	\$28.91	\$29.78
Production	Filler Operator - Yogurt Line	3	3	730	\$28.16	\$29.29	\$30.31	\$31.22
Production	Assistant Filler Operator	3	0	1	\$20.86	\$21.69	\$22.45	\$23.13
Production	Assistant Filler Operator	3	1	365	\$21.90	\$22.78	\$23.57	\$24.28
Production	Assistant Filler Operator	3	2	730	\$22.42	\$23.32	\$24.13	\$24.86
Production	Assistant Filler Operator	3	3	1095	\$22.94	\$23.86	\$24.69	\$25.43
Production	CIP	4	0	1	\$25.03	\$26.03	\$26.94	\$27.75
Production	CIP	4	1	90	\$26.07	\$27.11	\$28.06	\$28.90
Production	CIP	4	2	365	\$26.86	\$27.93	\$28.91	\$29.78
Production	CIP	4	3	730	\$27.90	\$29.02	\$30.03	\$30.93
Production	CIP	4	4	1095	\$28.68	\$29.83	\$30.87	\$31.80
Production	Filler Operator - TR8, Cottage Cheese, Ice Cream	5	0	1	\$27.90	\$29.02	\$30.03	\$30.93
Production	Filler Operator - TR8, Cottage Cheese, Ice Cream	5	1	365	\$30.25	\$31.46	\$32.56	\$33.54
Production	Filler Operator - TR8, Cottage Cheese, Ice Cream	5	2	730	\$32.85	\$34.16	\$35.36	\$36.42
Production	Pasteurizer	6	0	1	\$28.68	\$29.83	\$30.87	\$31.80
Production	Pasteurizer	6	1	365	\$33.79	\$35.14	\$36.37	\$37.46
Production	Pasteurizer	6	2	730	\$35.88	\$37.32	\$38.62	\$39.78
Production	Senior Pasteurizer	7	0	1095	\$38.07	\$39.59	\$40.98	\$42.21
Maintenance	Senior Maintenance Tech				\$41.92	\$43.60	\$45.12	\$46.48

Maintenance	Maintenance Technician				\$36.30	\$37.75	\$39.07	\$40.25
Maintenance	Junior Maintenance Technician				\$32.72	\$34.03	\$35.22	\$36.28

Promotion to next job classification

When an employee is promoted from a job classification to a higher job classification, the employee will be placed at the step in the promoted job classification that is the next higher rate of pay than the rate the employee was receiving in the employee’s previous job classification. The employees will be at the new step but will receive their previous rate of pay for three (3) months then receive the rate of pay for the step of the promoted classification. The Employer may accelerate moving an employee to the rate of the promoted classification before the three (3) months if they deem the employee to be qualified before the three months. If the Employer deems prior to the expiry of the three (3) month period that an employee may not be qualified, the Employer will provide detailed reasons and may ask the Union for a reasonable extension. The Union will not reasonably deny the extension.

Daily promotion to higher classified duties

When an employee in a job classification is required to perform duties of a higher rated job classification the employee shall receive their existing rate of pay except if the employee works more than **two (2)** hours in the higher rated job classification. If the employee works more than **two (2)** hours in the higher rated job classification the employee shall receive the higher rated job classification rate for the time worked in the higher classification.

Premiums

Employees performing the following extra duties and have the valid certification (if required) shall receive the following premiums for all hours performing the premium duties.

Leadhand	\$1.25
Forklift operator production	\$0.50
Forklift operator warehouse	\$1.00
Both Forklift / Reach	\$1.50
Dairy Processor	\$1.50
Power Engineer	\$2.00
RSA	\$1.00
Night shift	\$1.00 (starts at or after 10:00 pm.)
Sour Cream	\$0.75

Employees working as operators on cottage cheese who are job classification four (4) or below shall receive \$1.00 premium on their current rate of pay for all hours worked.

Employees working as operators on sour cream who are job classification four (4) or below shall receive \$0.75 premium on their current rate of pay for all hours worked.

Employees at job class six (6) and above do not receive the Dairy Processor premium.

Employees who receive the premium rates listed above shall receive those rates for all paid vacation, paid sick days, and paid leaves of absence under this collective agreement.

LETTER OF UNDERSTANDING #1

**BETWEEN: AVALON DAIRY LIMITED (hereinafter referred to as the “Employer”)
PARTY OF THE FIRST PART**

**AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518 (hereinafter
referred to as the “Union”)**

Re: Blue Circle Employees

By Signature(s) of their duly authorized representative(s) hereinafter affixed, the above Parties do here by mutually agree as follows:

- (1) The following named employees shall be blue circled at the employees’ current rate of pay.
- (2) These employees shall receive the same increases as contained in the 2024 memorandum of agreement at **4%/3.5%/3%**.

Employees

- 1) Brent Rivera
- 2) Richard Parker
- 3) Edward Pacholko
- 4) Florencio Gaite
- 5) Ernesto Silva
- 6) Len Vandenbrink

SIGNED THIS _____ DAY OF SEPTEMBER, 2021.

RENEWED THIS 3RD DAY OF JUNE, 2024

RENEWED THIS 18th DAY OF NOVEMBER, 2024.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
AVALON DAIRY LIMITED


Russ Rimmer (Nov 18, 2024 10:45 PST)

Patrick Johnson
President

Russ Rimmer
Avalon Dairy, CEO

LETTER OF UNDERSTANDING #2

**BETWEEN: AVALON DAIRY LIMITED (hereinafter referred to as the “Employer”)
PARTY OF THE FIRST PART**

**AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518 (hereinafter
referred to as the “Union”)**

Re: Night Shift Premium

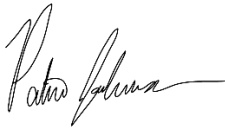
By Signature(s) of their duty authorized representatives(s) hereinafter affixed, the above Parties do here by mutually agree as follows:

The night shift premium will be extended to apply to shifts that start or after 5:00 p.m. For further clarity, the night shift premium will also be extended to shifts that start at 2:00 a.m. and conclude at 10:30 a.m.

SIGNED THIS 18th DAY OF NOVEMBER, 2021.
RENEWED THIS 18th DAY OF NOVEMBER, 2024.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
AVALON DAIRY LIMITED


Russ Rimmer (Nov 18, 2024 10:45 PST)

Patrick Johnson
President

Russ Rimmer
Avalon Dairy, CEO

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