



**PROPOSED
MEMORANDUM OF AGREEMENT**

Between

BC TREE FRUITS COOPERATIVE

- And -

UFCW Local 247

Ratification Vote
November 24 & 25, 2020

MEMORANDUM OF AGREEMENT

BETWEEN: **BC TREE FRUITS COOPERATIVE**
(hereinafter called “the Employer”)

AND: **UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 247**
(hereinafter called “the Union”)

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1. The parties herein agree to the terms of this Memorandum of Agreement as constituting full and final settlement of all matters in dispute subject to ratification by the Membership of UNITED FOOD AND COMMERCIAL WORKERS CANADA, LOCAL 247.
 2. The undersigned representatives of the parties do hereby agree to unanimously recommend complete acceptance of all the terms of this Memorandum to their respective principals.
 3. All proposals not contained in this document herein are considered withdrawn.
 4. The parties herein agree that the said Collective Agreement shall include the terms of the previous Collective Agreement expiring on October 1, 2020 provided, in addition to the following amendments from the below-mentioned working document are incorporated:
 - (a) Tentative Agreement dated November 4, 2020 (4pm) in Kelowna as executed by the principals of each of the parties hereto.
 - (b) Agreed to List of terms dated November 3, 2020 at 2:15pm.

1. Employee – Bargaining Unit

Amend to read:

1.01 Employee – Bargaining Unit

The term “Employee” means a person employed by the Employer to do skilled and unskilled manual, clerical or technical work, but does not include office staff or a manager or superintendent or any other person excluded under the provisions of The British Columbia Labour Relations Code; **and, for further clarity, does not include the following - Custodial Foreman and Assistant Foreman; and Maintenance and Refrigeration Foremen.**

Explanation: The list of exclusions was updated to include positions from various LOU'S.

2. Probationary Employee

Amend to read:

1.02 Probationary Employee

The term “probationary employee” as defined in this Collective Agreement shall mean, an employee who has worked **less than 480** hours from the date of hire with the Employer. During **this** probationary period employees will not be entitled to seniority and may be terminated by the Employer by reason of being unsuitable for further employment. The reasons for dismissal will be available to the Union on request.

Explanation: Probation period changed from 320 to 480 hours.

ALSO: consequential changes from 320 hours to 480 hours in Article 12.02

3. Number and Gender

Amend to read:

1.05 Gender Inclusivity

Throughout this Agreement ~~when the context so requires or permits, the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine or neuter, as the case may be, were expressed~~ wherever the words “he”, “his”, “her” or “him”, “he/she” appear, it shall be read as meaning employees inclusive of all genders.

Explanation: Language updated, Housekeeping

4. **Bargaining Unit**

Amend to read:

2.04 Work of the Bargaining Unit

Supervisors and persons above the rank of supervisor shall not perform work which is normally performed by employees in the bargaining unit except in cases of emergency, **temporary urgent production needs** and for the purpose of instruction of employees.

Explanation: Updated to reflect current practice

5. **Union Membership**

Amend and Add new language:

3.01 Union Membership

~~Upon completion of 320 hours worked, all employees shall, as a condition of employment, maintain active membership with the Union. It is agreed that the Employer will have employees fill out Union membership applications immediately and forward them to the Union office completed and signed.~~

- a) **All employees shall as a condition of employment maintain active membership with the Union. It is agreed that the Employer will have employees complete Union membership applications immediately upon being employed and forward them to the Union office fully completed and signed. Each new employee, at the time of employment will be provided with material outlining to the employee his/her responsibility in regard to Union membership as supplied by the Union. The Employer will as soon as possible provide to the Union, in writing, the name, address and mobile phone number of each employee to whom they have presented the above-noted material, along with the employee's date of hire.**

- b) **The Employer further agrees to provide to the Union, once per month, a list containing names of all employees who have terminated their employment during the previous month.**

*Union shall ensure that the necessary consents are obtained from the members for ongoing disclosure of personal information in compliance with PIPA. *[This note will not appear in the collective agreement].*

Explanation: Updated to reflect that employee is a Union member as of date of hire. Also updated as per International Union requirements for information. E.g.-mobile phone

6. Union Security

3.05 Deductions of Dues

The Employer agrees that he will during the life of this agreement, deduct from each employee, each month, an amount equal to the monthly dues, constitutionally established by the Union.

3.07 The Employer will within 30 days, transmit all monies so deducted to the Union, together with a list in duplicate of the names of the employees from whom such monies were deducted. This list shall show the first or given name as well as the surname of each employee.

Combine into one sub-article and amend as follows:

3.05 Deductions of Dues

~~The Employer agrees that he will during the life of this agreement, deduct from each employee, each month, an amount equal to the monthly dues, constitutionally established by the Union.~~

The Employer shall, during the term of this Agreement, as a condition of employment, deduct from members of the bargaining unit the regular weekly Union Dues and such Dues shall be remitted to the Union within 30 days. Deduction statements shall be documented by location, containing the full name of the employee and his starting date and social insurance number subject to the employee consenting to the use of his or her social insurance number. The Employer agrees to record the annual Union Dues deductions for each employee on his T4 Form. The Employer shall provide dues information to the Union in an electronic format acceptable to both parties.

~~3.07 The Employer will within 30 days, transmit all monies so deducted to the Union, together with a list in duplicate of the names of the employees from whom such monies were deducted. This list shall show the first or given name as well as the surname of each employee.~~

The Employer agrees to forward to the Union Office on a monthly basis, a complete alphabetical listing of all employees including their home address, home and mobile phone numbers, starting date, department and social insurance number subject to the employee consenting to the use of his or her social insurance number.

*Union shall ensure that the necessary consents are obtained from the members for ongoing disclosure of personal information in compliance with PIPA. *[This note will not appear in the collective agreement].*

Explanation: Update to language and elimination of duplication.

7. Union Security

Amend to read:

3.10 Shop Stewards

The Union shall select **a shop steward(s)** for each plant in whatever manner it deems proper ~~a chief shop steward and shop stewards~~ and advise the Employer of their selection. ~~The chief shop steward and shop stewards shall be on the current seniority list in the plant.~~ With the express permission of the supervisor or plant manager, shop stewards ~~and the chief shop steward~~ shall be allowed the time required to attend to Union business during working hours with no deduction in pay. Such permission shall not be unreasonably withheld.

Explanation: Housekeeping, Chief Shop Steward not a position utilized with Local 247.

8. Hours of Work Schedule

Amend first paragraph as follows:

5.05 Hours of Work – Schedule

The Employer shall draw up hours of work schedules to meet with requirements of its operation. Hours of work schedules shall be posted on the bulletin board **and any other communication platform no later than 3:00 pm for the following day** and a copy submitted to the Union **upon request**. Shifts will be filled by a shift bid process based on seniority. **Hours of work schedule changes made after 3:00 pm require the Company to make every reasonable effort to contact the affected employee(s).**

Explanation: Establish deadline for schedule to be posted. Gives members more clarity on their schedule

9. Overtime

Amend with deletion in first paragraph and renumber as follows:

7.01 Overtime

- a) Overtime shall be offered by seniority, in the following order:
 - i) scheduled employees on the job performing the assigned work.
 - ~~ii) posted employees on the job who have chosen the area pursuant to the posting provisions.~~
 - ii) remaining employees at work who are posted within the classification.
 - iii) employees at work working within the classification on a temporary basis.
 - iv) other employees at work who are qualified and can immediately and adequately perform the duties of the job.

Amend with deletion of paragraph d) as follows:

7.01 Overtime

- ~~d) Overtime Allocation & Procedure
In respect of the equitable allocation of overtime the Employer shall, commencing June 1st of each year, approach employees by seniority in the classification for the purposes of determining the area to which they wish to be assigned for overtime purposes, such as Shipping, Receiving, Production, Maintenance, and Cold Storage. In doing so the Employer shall determine the appropriate number of employees within the classification to be allocated to each area. Nothing herein shall preclude the Employer from assigning employees to work in other areas as required.~~

Explanation: Deleted practice no longer taking place and was confusing. Updated to make overtime process clearer.

10. **Housekeeping**

Parties agree to the following housekeeping changes in the below-noted articles:

9.02
“Statutory Holiday” (singular)
“if the employee” to be consistent

11.01
“any one” not “anyone”

12.04
“or is terminated”

14.01
“if a disruption” not “if in the event the disruption”
“home for the balance of the shift” not “home the balance of the shift”

11. **Article 12.05 is deleted**

Explanation: Old language set out information forwarded to Union. Now covered in Article 3.01

12. **Job Vacancies**

Amend to read:

16.11 Selection of Job Applicants

The Employer’s decision on the selection of an applicant for a posted position shall be provided to ~~the designated shop steward and~~ the Union office **and designated shop steward upon request** and remain posted on the bulletin board for five (5) working days.

Explanation: Housekeeping, Updated to reflect current practice.

13. Trainers

Add new

17.05 Designated Trainer Premium

The Employer shall determine the number of “Designated Trainers” who shall train employees. Designated Trainers shall receive a premium of \$1.00 per hour above the greater of the pay rate of their current position or the pay rate of the position they are training an employee in.

Explanation: Company to now designate members who provide training and pay them a premium

14. Discipline

Amend to read:

24.01 Discipline

The Employer shall have the right to discipline any employee for just and **reasonable cause**, including misconduct or failure to perform the allotted duties in a reasonably efficient manner. However, in cases of inefficiency or minor misconduct, such discipline shall take the form of verbal warning and to be confirmed by memo. The second warning shall be a written warning detailing the problem to the employee with a copy to the Union and the employee shall be given reasonable opportunity to attain the necessary standards. All warning letters and all verbal warnings shall be removed from an employee’s personnel file after a period of **15 months** if no other infractions take place.

Existing para 3: add para 4 to end of this para as follows:

When an employee is dismissed for inefficiency or misconduct, a letter of dismissal shall be handed or mailed to the employee and a copy to the Union. This letter shall detail the reasons for dismissal. All actions under the above sections shall be subject to grievance procedures.

Explanation: Language updated on test Employer must meet in discipline.

15. Updated Schedule A, AA, AAA, AAAA

Included updated wage rates from 2015 and 2019 LOUs in the schedules; add two positions into wage scales.

RATES IN GREEN BELOW ARE THE NEW RATES EFFECTIVE OCTOBER 2, 2020

SCHEDULE "A" - CLASSIFICATIONS

Pay Schedules (Updated to Current Rates) effective March 22, 2015

		<u>B</u> <u>Day</u>	<u>B</u> <u>Night</u>	<u>Old</u> <u>JC</u>	<u>A</u> <u>Day</u>	<u>A</u> <u>Night</u>
<u>Job Class 2</u>						
Receiver, Shipper		\$18.50	\$19.50	2,3	\$20.94	\$21.94
	NEW RATES	\$18.96	\$19.99		\$21.46	\$22.49
<u>Job Class 3</u>						
Front-end Operator, Lift Truck Operator, Line Operator, Stacker		\$17.25	\$18.25	4,5	\$20.18	\$21.18
	NEW RATES	\$17.68	\$18.71		\$20.68	\$21.71
<u>Job Class 4</u>						
Palletizer Operator, Grade Checker, Bliss Machine		\$16.00	\$17.00	6	\$19.61	\$20.61
	NEW RATES	\$16.40	\$17.43		\$20.10	\$21.13
<u>Job Class 5</u>						
Dumper		\$15.25	\$16.25	7	\$18.92	\$19.92
	NEW RATES	\$15.63	\$16.66		\$19.39	\$20.42
Tray Denester, Bin Filler, Scanner Bagging Machine, Denester/Labeller Operators		\$15.25	\$16.25	9	\$18.86	\$19.86
	NEW RATES	\$15.63	\$16.66		\$19.33	\$20.36
<u>Job Class 6</u>						
Clean-up, Paper Supply, Bin Repairs, Bin Washing		\$15.00	\$16.00	10	\$18.31	\$19.31
	NEW RATES	\$15.38	\$16.40		\$18.77	\$19.79
<u>Job Class 7</u>						
Production Line Worker, Hand Bagging, Packer Minimum		\$14.00	\$15.00	11	\$17.72	\$18.72
	NEW RATES	\$15.20	\$15.38		\$18.16	\$19.19

This Schedule includes updated wage rates from the applicable LOU to the 2013-2020 agreement.

SCHEDULE "AA" CLASSIFICATIONS**Pay Schedules (Updated to Current Rates) effective May 29, 2017**

		A B Day	A B Night
<u>Job Class 2</u>			
Journeyman Millwright - 1-4 years		\$30.00	\$31.00
	NEW RATES	\$30.75	\$31.78
Journeyman Millwright - 5-9 years		\$32.00	\$33.00
	NEW RATES	\$32.80	\$33.83
Journeyman Millwright - 10+ years		\$34.00	\$35.00
	NEW RATES	\$34.85	\$35.88
<u>Job Class 3</u>			
Refrigeration Operator		\$25.25	\$26.25
	NEW RATES	\$25.88	\$26.91
Refrigeration Operator Class 4		\$27.00	\$28.00
	NEW RATES	\$27.68	\$28.70
Refrigeration Operator Class 3		\$28.75	\$29.75
	NEW RATES	\$29.47	\$30.49
<u>Job Class 4</u>			
Apprentice Millwright- Year 1 80%		\$24.00	\$25.00
	NEW RATES	\$24.60	\$25.63
Apprentice Millwright - Year 2 85%		\$25.50	\$26.50
	NEW RATES	\$26.14	\$27.16
Apprentice Millwright - Year 3 90%		\$27.00	\$28.00
	NEW RATES	\$27.68	\$28.70
Apprentice Millwright - Year 4 95%		\$28.50	\$29.50
	NEW RATES	\$29.21	\$30.24

Job Class 5

Journeyman Refrigeration Mechanic -1-4 years	\$30.00	\$31.00
	NEW RATES	\$30.75
		\$31.78
Journeyman Refrigeration Mechanic -5-9 years	\$32.00	\$33.00
	NEW RATES	\$32.80
		\$33.83
Journeyman Refrigeration Mechanic -10+ years	\$34.00	\$35.00
	NEW RATES	\$34.85
		\$35.88

Job Class 6

Apprentice Refrigeration Mechanic - Year 1 - 80%	\$24.00	\$25.00
	NEW RATES	\$24.60
		\$25.63
Apprentice Refrigeration Mechanic - Year 2 - 85%	\$25.50	\$26.50
	NEW RATES	\$26.14
		\$27.16
Apprentice Refrigeration Mechanic - Year 3 - 90%	\$27.00	\$28.00
	NEW RATES	\$27.68
		\$28.70
Apprentice Refrigeration Mechanic - Year 4 - 95%	\$28.50	\$29.50
	NEW RATES	\$29.21
		\$30.24

Job Class 7

Apprentice Refrigeration Operator - Year 1 - 80%	\$21.60	\$22.60
	NEW RATES	\$22.14
		\$23.17

Job Class 8

Trade Helper 1-4 years	\$23.00	\$24.00
	NEW RATES	\$23.58
		\$24.60
Trade Helper 5-9 years	\$24.00	\$25.00
	NEW RATES	\$24.60
		\$25.63
Trade Helper 10+ years	\$25.00	\$26.00
	NEW RATES	\$25.63
		\$26.65
Chief Engineer Premium	\$ 1.00	\$ 1.00

This Schedule includes updated wage rates from the applicable LOU to the 2013-2020 agreement

SCHEDULE "AAA" CLASSIFICATIONS**Pay Schedules (Updated to Current Rates) effective March 22, 2015**

<u>Job Class 1</u>	<u>B</u> <u>Day</u>	<u>B</u> <u>Night</u>	<u>A</u> <u>Day</u>	<u>A</u> <u>Night</u>
Production Custodial	\$17.00	\$18.00	\$19.81	\$20.81
	NEW RATES	\$17.43	\$18.45	\$20.31

- Additional \$2.00 per hour for any Graveyard shift

This Schedule includes updated wage rates from the applicable LOU to the 2013-2020 agreement

Explanation: There were several changes to many of the pay scales during the term of the collective agreement, the details contained in letters of understanding. These changes were incorporated into the current scales. Scanner and Bin Washer were also added to list of jobs

16. Safety Committee

Add as follows:

28.02 Safety Committee

The Employer agrees to recognize the Safety Committee as provided for under the Workers' Compensation Board Accident Prevention Regulations. It is understood that representatives of the Employer and representatives of the Union appointed by their members shall be members of this committee. The Safety Committee will hold monthly meetings as best determined by the Employer on Employer time with pay. Minutes of the Monthly Meeting shall be forwarded to the Union office **upon request of the Union**.

Explanation: Changed to reflect current practice

17. **Medical Plan**

Amend by deleting Article 31 and replacing with the following:

Article 31 – Medical Plan

31.01. The Medical Services Plan: (“MSP”) premiums are no longer payable by the Employer; however, in the event the provincial government reinstates MSP premiums, the Parties agree that the provisions of Article 31 of the 2013-2020 collective agreement shall be re-inserted into this article.

31.02. Union Benefit Plan: The Employer will contribute two hundred and fifty dollars (\$250) to a health care spending account for every employee who worked 1,120 hours in a payroll year, to be paid in January each year.

Explanation: Language updated to reflect change to MSP.

18. **NEW Article 23 Alternate Dispute Resolution – Troubleshooter (placement between Grievance Procedure and Arbitration):**

Troubleshooter

- (a) If the Parties agree, rather than referring a matter(s) to formal grievance arbitration, they may utilize alternative dispute resolution on a without prejudice and non-citable basis. This process will assign a troubleshooter to hear grievances/disputes on an informal basis who is empowered to engage in a mediated process for resolving such grievances/disputes.
- (b) Process: the Parties will agree on the number of grievances/disputes to be put to the troubleshooter on a given, scheduled, day. The parties will each give a concise 10-15 minute overview of the case to the troubleshooter, with their argument on the requested outcome. Mediation will be undertaken and directed by the troubleshooter. If no mediated agreement can be achieved between the parties on a given grievance/dispute, the troubleshooter will deliver a concise, written, decision within 30 days of hearing to the Parties on the matter. Decisions are without prejudice and are non-citable.
- (c) Referral to Arbitration: Either party is entitled to take the original grievance/dispute to arbitration if they so choose and in accordance with the grievance-arbitration provisions of the agreement. The troubleshooter’s decision cannot be raised in the subsequent arbitration unless the Parties agree to put the decision before the arbitrator.

- (d) The Parties agree to utilize any of the following to serve as troubleshooter: Mark Atkinson; Amanda Rogers, Randy Noonan, Corinn Bell.

Explanation: The Union and Company agreed on a new process to assist in dealing with grievances in a timelier manner. The process is non-binding to either side.

19. Sick Bank

Amend as follows:

30.02 Sick Leave – Accumulation

Upon completion of the Qualification Period, the employee shall earn eight (8) hours for every one hundred and seventy-six (176) hours worked to a maximum of the ~~three hundred and twenty (320)~~ One thousand twenty (1020) hours. These hours shall be calculated and itemized on the employees' pay stub each pay period.

30.023 Sick Leave – Remuneration

- 1) Sick hours taken shall be at the employee's classified rate of pay.
- 2) Should the Employer request the doctor's slip, the Employer shall pay all costs incurred by such a request upon presentation of the receipt by the employee.
- 3) An employee shall not be entitled to receive sick leave pay in excess of that which he has accumulated. An employee may use sick leave pay for medical appointments.
- 4) Willful abuse of any of the provisions of the sick leave plan will result in disciplinary action being taken by the Employer and supported by the Union.
- 5) **There shall be no payout of sick leave hours not used for absence as stipulated above, except when the employee retires. In that case the accumulated unused sick leave will at retirement be paid as follows:**
 - **to the employee's pension account until their annual maximum contribution limit is reached, then,**
 - **to RRSP's until the employees unused contribution maximum is reached, and then**
 - **Paid out as lump sum income with appropriate tax and other statutory deductions.**

Explanation: Members may now accumulate up to 1020 hours in their sick bank. They are provided with options at retirement to have sick hours paid.

20. Pension Plan

Amend as follows with identified deletions:

32.09 Plan Members – Termination

Plan members who terminate membership in the Plan shall have vesting rights ~~shown below~~ and shall be entitled to withdraw their employee contribution balances (required and voluntary) including interest plus the vested portion of their employer contribution balance ~~as follows:~~ **in accordance with the vesting requirements under the British Columbia *Pension Benefits Standards Act* as set out under 32.10.**

1) ~~Retirements:~~
~~100% vested upon retirement~~

2) ~~Terminations:~~
~~Maximum of:~~

a) ~~Vesting requirements under the British Columbia *Pension Benefits Standards Act* as set out under 32.10; and~~

b) ~~Based on years of Plan membership:~~

Less than 1 year	0% vested
1 year	10% vested
2 years or more	100% vested

32.10 Vesting Requirements under British Columbia *Pension Benefits Standards Act*

Delete ~~A member is 100% vested after 2 years of membership in the Plan. This provision of the Act is expected to change to immediate vesting at some point in 2014 or 2015.~~

Add

Effective September 30, 2015, a member is 100% vested immediately upon joining the Plan.

32.12 Disputes Procedure

Amend as follows:

The ~~Trust Agreement~~ **Governance Policy** shall provide that in the event of a dispute arising out of the administration or operation of the Plan or Fund, the matter shall be referred to an arbitrator mutually agreeable to both parties. Failing this, an arbitrator will be so appointed by application to the BC Labour Relations Board pursuant to s. 86 of the *Labour Relations Code*.

32.14 Unvested Forfeitures

Delete this sub-article. Employees are vested immediately.

~~32.14 Unvested Forfeitures~~

~~The amount of the Employer's share not vested shall remain in the Pension Fund and shall be used to pay routine administrative expenses yearly and the remainder shall be shared equally among all plan members. This amount shall be indicated in a manner formulated by the Trustees in the annual report to each Plan member.~~

Explanation: The Pension language was updated to be in compliance with the Pension Benefits Standards Act. Members are now immediately vested.

21. Footwear

Amend as follows:

33.01 Wearing Apparel

3) Safety Footwear

~~Effective September 1, 2016,~~ Employees who have successfully passed probation and require safety footwear will be reimbursed, upon submission of receipts, every two (2) years at ~~50%~~ **one hundred percent (100%)** of the cost of CSA-approved safety footwear up to a maximum of ~~seventy five dollars (\$75.00)~~ **one hundred dollars (\$100.00)**.

Explanation: An increase to the Footwear allowance and reimbursement level.

22. Term

Amend as follows:

ARTICLE 35 – DURATION OF THE AGREEMENT

This Agreement shall be **effective October 2, 2020 up to and including October 1, 2021** and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding October 1, 2020 or any subsequent anniversary date thereafter to require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice as outlined above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of

the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment.

The Parties agree to commence collective bargaining to renew the 2020-2021 Collective Agreement before the end of August 2021.

Explanation: One year collective agreement. It was clear that the Company did not have the capital to make a multi year agreement palatable. We make some important improvements and also get a commitment to bargain early next year, prior to expiration.

22. **Renew LOUs #1, #8 and NEW**

And amend as Follows:

LETTERS OF UNDERSTANDING:

NO. 1 RESPECT AND DIGNITY

BC Tree Fruits Cooperative

(the "Employer")

-and-

United Food and Commercial Workers International Union,

Local 247

(the "Union")

The Employer agrees that employees, the people who are a vital part of our success, must be treated with dignity, respect and fairness appropriate in the circumstances.

The parties agree that allegations of inappropriate conduct may be grieved under Article 22. If the parties cannot resolve the Issue through the grievance procedure, the matter may be referred to an arbitrator under Article 23. In the event the arbitrator finds that a violation of this letter has occurred, he/she will be limited to referring the case to the following dispute resolution process.

1. The matter will be referred to mediator Mark Atkinson, **or alternatively, a mediator from the following agreed list of suitable mediators:**

- **Randy Noonan**
- **Amanda Rogers**
- **Corinn Bell**

2. If the matter is not resolved through direct mediation, the mediator will write a report outlining his/her view of the matter and make recommendations for a resolution.
3. Individuals identified through the process as having engaged in inappropriate conduct will be retrained or appropriately disciplined as determined by the Employer.

Explanation: We updated the list of mediators to provide greater flexibility

LETTERS OF UNDERSTANDING:

NO. 8 RE: CIDER COMPANY POSITIONS, WAGE AND CLASSIFICATION CHANGES

BC Tree Fruits Cooperative
(the "Employer")

-and-

United Food and Commercial Workers International Union,
Local 247
(the "Union")

July 13, 2018

In order to stay competitive in the labour market, to keep up with production in the most efficient way possible, and to encourage internal posting opportunities, the Employer and Union have entered into this letter of understanding.

SCHEDULE AAAA - Creation, Names, and Wage Adjustments

As per Article 16 - Job Vacancies, sub Article 16.01 - Job Classifications, the employer will be adding to the Cidery operations a separate seniority list named SCHEDULE "AAAA" Classifications. All rights of seniority, posting practices, and inter-list movement will be commensurate with current established practices and the collective agreement.

Schedule "AAAA" classifications are as follows:

Job Class 1	Cellar Operator Leadhand	\$19.00	NEW RATE \$19.48
Job Class 2	Cellar Supply Leadhand	\$18.25	NEW RATE \$18.71
Job Class 3	Cellar Machine Operator	\$18.00	NEW RATE \$18.45
Job Class 4	Cellar Supply Hand	\$17.25	NEW RATE \$17.68
Job Class 5	Cidery Line Worker (formerly known as Cellar Hand)	\$15.00	NEW RATE \$15.38

Cellar Machine Operator Leadhand and Cellar Supply Leadhand are two new positions that the Cidery has added to the seniority list. The job descriptions for Job Class 1, 2 and 3 have all been attached to this letter of understanding so it is clear as to what the position entails.

SCHEDULE AAAA - SUPERVISION

The parties agree the Cidery Leadhands (persons) will be hired as unionized employees working and supervising alongside other Union employees and it is acknowledged that their primary function will be to supervise the Schedule "AAAA" classifications. The introduction of these additional positions shall not result in a reduction of hours or be used to prevent overtime in the department as specified in Schedule "AAAA".

In accordance with our current practice, the Cellar Foreman and Cellar Foreman/Assistant will work as management staff answering to the Senior Cellar Foreman. This position will work side by side with Union employees performing the same work within the Schedule AAAA classification and their responsibilities will include the supervision of union employees.

RECLASSIFICATION TO PREVIOUS JOB CLASS

Cidery Employees wishing to give up their posted position shall give the Employer and the Union four (4) weeks advance notice of such intent in writing. In cases where there is a mutual agreement between the Cidery employee and Employer the notice may be less. If the Cidery employee wishes to step down for medical reason (proof provided), the notice period may be less than four (4) weeks. The vacancy thus created shall be posted and upon successful awarding of said posting (training, if required) the Employer shall slot the affected Cidery employee into their previously posted position.

However, if a Cidery employee chooses to avail themselves of this provision they shall not be eligible to post to the same position for a period of twelve (12) months from the date of transfer.

All changes will be effective August 7, 2018 unless otherwise stated above. This letter will expire at the end of the current contract.

We have renewed this letter and agreed to continue to discuss the future of the Cidery as the situation becomes clearer

NEW LETTER OF UNDERSTANDING RE: DOMESTIC VIOLENCE AND ABUSE

The Employer shall use early prevention strategies to avoid or minimize the occurrence and effects of domestic violence in the workplace and to offer assistance and a supportive environment to its employees experiencing domestic violence. The Employer affirms that it will avail to its employees the leave provisions of the Employment Standards Act pertaining to domestic violence and abuse

Explanation: A new Letter making members aware of the options they have should they be involved in a situation involving domestic violence and abuse

23. Monetary Provisions:

1. Schedule "A" employees in Job Class 7 (B List) shall be paid \$15.20 per hour for dayshift hours retroactive to October 2, 2020. These employees will not receive any % increase this term.
2. All Schedule "A" employees, other than those in paragraph 1, shall receive 2.5% increase to current wages retroactive to October 2, 2020.
3. All Schedule "AA" employees shall receive 2.5% increase to current wages retroactive to October 2, 2020.
4. All Schedule "AAA" employees shall receive 2.5% increase to current wages retroactive to October 2, 2020.
5. All Schedule "AAAA" employees (LOU #8) shall receive 2.5% increase to current wages retroactive to October 2, 2020.

Explanation: The Bargaining Committee felt strongly that we should not leave these negotiations with members facing the risk of falling below minimum wage when it increases next June. Therefore, members who would have been impacted, the Job Class 7 (B List) get an immediate increase, retroactive to October 2nd, 2020 to avoid that issue. All other members receive a 2.5% increase retroactive to the October 2, 2020 expiration.

Signed this ____ day of November, 2020.

For the Employer
BC TREE FRUITS COOPERATIVE

For the Union
UFCW Local 247

