

RATIFICATION DOCUMENT

between

**PRT GROWING SERVICES LTD.
(PRT)**

and the

**B.C. GENERAL EMPLOYEES' UNION
(BCGEU)**

APRIL 11, 2022

COMPREHENSIVE REPORT

Generally, negotiations for this round of collective bargaining was challenged by COVID. The pandemic delayed negotiations significantly. This happened to all active bargaining since March 2020, and it was no different for the BCGEU and PRT Growing Services Ltd.

In December 2020, the employer insisted on bargaining in person and wanted to wait until the parties were able to do so. The union offered to bargain virtually because of the uncertainty around provincial health orders, and bargaining was delayed until early summer of 2021 until the employer was willing to set dates and meet virtually. Once bargaining started, we had some substantive and meaningful discussions regarding issues raised by members. There were some challenging moments and the bargaining committee had to make some difficult decisions to reach a tentative agreement. We knew that we would not achieve everything to the level that members asked. The bargaining committee carefully balanced the interests of all members and brought back what we thought would be acceptable by a majority of the members in December 2021, but a majority of members voted to reject the tentative agreement that was brought back to them.

There was further delay because of winter break and the limited availability of the Negotiations representative, but the parties managed to come back with a new tentative agreement that addresses the concerns and confusion around the wage increases in 2021. We have a new tentative agreement that makes the wages and compensation clearer for the majority of workers in the bargaining unit.

As we did with the last tentative agreement we brought forward, we considered what the members told us through discussions at worksites, bargaining surveys and grievances that were filed, the bargaining committee identified the priorities for bargaining, as follows:

- (1) improved the process for the union and the employer to address issues during the term of the agreement;
- (2) recognition for long-service workers;
- (3) improvement to extended health benefits;
- (4) improvement to sick time; and
- (5) better wages.

We heard very clearly from members at different worksites that the money in the first year of the agreement was too confusing and not enough. This is what we focussed our discussions on when we got back to the table in February 2022. The bargaining committee is satisfied that we achieved what improvements we could and feel that this addresses the concerns raised in ratification meetings in 2021.

We recommend that members vote yes to accept the terms of the new tentative agreement.

This document contains all the changes tentatively agreed to by the parties for a renewal collective agreement. Comments have been provided to give context and/or reasons for the change in each clause.

Drop-in times at each worksite will be posted for in-person voting. Voting packages will also be sent to members by mail. Prior voting, you can contact your bargaining committee members or BCGEU Negotiations via email at negotiations@bcgeu.ca with "PRT Ratification Questions" in the subject line.

SUMMARY OF TERM AND WAGES

1. Four-year term, ending December 31, 2024
2. General wage increases, retroactive to January 1, 2021 as follows:
 - a. 2% GWI for current FNW2s and FNW3s, and
 - b. 1% GWI for all other classifications, including Seed Orchard Technician and sub-ups.

	Current Rate 2020	2% Jan 1/21	1% Jan 1/21
Grower 1	27.09		27.36
Grower 2	24.12		24.36
Office Assistant 1	19.28		19.47
Office Assistant 2	19.04		19.23
Foreman/Seed Operator	24.06		24.30
Machine Operator/Cold Storage	22.69		22.92
Forest Nursery Worker 1	22.07		22.29
Forest Nursery Worker 2	21.03	21.45	
Forest Nursery Worker 3	16.04	16.36	
Forest Nursery Worker 4	*14.69 (15.20)		15.35

* Minimum wage as of June 2021

3. Retroactive to January 1, 2022, general wage increase as follows:
 - a. 2.25% wage increase for FNW2s and FNW3s,
 - b. 2% wage increase for all other classifications, including Seed Orchard Technician and sub-ups, and
 - c. Any other consequential amendments.

	2021 Rate (taken from above)	2.25% Jan 1/22	2% Jan 1/22
Grower 1	27.36		27.91
Grower 2	24.36		24.85
Office Assistant 1	19.47		19.86
Office Assistant 2	19.23		19.62
Foreman/Seed Operator	24.30		24.78
Machine Operator/Cold Storage	22.92		23.38
Forest Nursery Worker 1	22.29		22.74
Forest Nursery Worker 2	21.45	21.93	
Forest Nursery Worker 3	16.36	16.73	
Forest Nursery Worker 4	15.35		15.66

4. Retroactive to January 1, 2022, targeted wage increases and classification adjustments, as follows:
 - a. Targeted wage increase for Grower 1 to \$28.73

- b. Targeted wage increase for Grower 2 to \$25.58
- c. Targeted wage increase for Office Assistant 1 to \$20.45
- d. Move Cold Storage to the Foreman/Seed Operator wage rate and bump up to \$24.30
- e. Move FNW1 to the Machine Operator wage rate and bump up to \$22.92
- f. Move current FNW4s and below to the FNW3 wage rate and bump up to \$16.36

	2021 Rates (taken from above)	2022 Rates (taken from above and highlighted targeted increases)
Grower 1	27.36	28.73
Grower 2	24.36	25.58
Office Assistant 1	19.47	20.45
Office Assistant 2	19.23	19.62
Foreman/Seed Operator/ Cold Storage	24.30	24.78
Machine Operator/ Cold Storage Forest Nursery Worker 1	22.92	23.38
Forest Nursery Worker 1	22.29	22.74
Forest Nursery Worker 2	21.45	21.93
Forest Nursery Worker 3	16.36	16.73
Forest Nursery Worker 4	15.35	15.66

5. Effective January 1, 2023, 2.5% general wage increase for all classifications.
6. Effective January 1, 2024, 3% general wage increase for all classifications.

DETAILED CHANGES TO COLLECTIVE AGREEMENT

DEFINITIONS

The change to the definition of "employee" does not change any entitlements. The parties only intended to simplify the language.

- (6) (a) "employee" - means: a person employed for work which is of a continuous **or non-continuous** full-time or continuous part-time nature;
- (i) a person employed for work which is of a continuous full-time or continuous part-time nature;
 - (ii) a person who is employed for work which is not of a continuous nature, such as:
 - a seasonal position;
 - a temporary position to cover employees on vacation, weekly indemnity or long-term disability, on education leave, compassionate leave, or other leave.

ARTICLE 2 - HARASSMENT AND BULLYING

The following changes were made to update the language and clarify process.

2.1 Harassment and Bullying in the Workplace

- (a) The Union and the Employer recognize the right of employees to work in an environment free from harassment, discrimination and bullying (“Harassment”). The Employer shall take such actions as are necessary respecting an employee engaging in Harassment in the workplace.
- (b) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer may take appropriate action which may include discipline. Such action shall only be for just cause and may be grieved pursuant to Article 9 (Grievances).
- (c) Pending determination of the complaint, the Manager may take interim measures to separate the employees concerned if deemed necessary.
- ~~(d) If the proposed resolution is not acceptable to the employee alleging harassment, discrimination or bullying, a grievance may be filed at Step 2 of the grievance procedure.~~
- ~~(e)~~ **(d)** An employee in need of assistance may call WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information in the workplace. The employer provided EFAP program can also be used as a resource.

2.2 Harassment and Bullying Definition

Maintain Current Language

2.3 Sexual Harassment Definition

- (a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
- (1) touching, patting or other physical contact;
 - (2) leering, staring or the making of sexual gestures;
 - (3) demands for sexual favours;
 - (4) verbal abuse or threats;
 - (5) unwanted sexual invitations;
 - (6) physical assault of a sexual nature;
 - (7) distribution or display of sexual or offensive pictures or material;
 - (8) unwanted questions or comments of a sexual nature;
 - (9) practical jokes of a sexual nature.
- (b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.
- (c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- ~~(d) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.~~

2.4 Harassment Complaints

Maintain Current Language

2.5 Harassment Complaints Procedure

(a) It is not the intention of the parties to dissuade an employee who wishes to pursue a concern arising from alleged Harassment; however, employees should submit a complaint in writing, within three months of the latest alleged occurrence, through the Union or directly to the President of the company or their designate. Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.

(b) When the Employer has received a complaint, they will notify the respondent and the Union staff representative of the substance of the complaint in writing within 15 days. The respondent is entitled to attend, participate in, and be represented at any hearing under this clause.

(c) The Employer shall investigate the complaint and shall submit a report to the Manager in writing within 30 days of receipt of the complaint. The Manager shall, within 30 days of receipt of the report, give such orders as may be necessary to resolve the issue.

(d) ~~In cases where the Harassment requires the transfer of an employee, it shall be the harasser who is transferred, except that the employee harassed may be transferred with their consent.~~ **If the resolution involves separating the employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.**

(e) Grievances filed related to a complaint submitted under this article may be filed at Step 2 of the grievance procedure.

2.6 Arbitrator

(a) Where either party ~~to the proceeding~~ **the complainant or respondent** is not satisfied with the President of the company's response under Clause 2.5 (c) above, the complaint will, within 30 days of that response, be ~~put before an arbitrator~~ **referred to arbitration**. Where no response under Clause 2.5 (c) above is provided within 60 days of the complaint being made, the complaint will be ~~advanced~~ **referred** to an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 89 of the *Labour Relations Code* and shall have the right to:

- (1) dismiss the complaint,
- (2) determine the appropriate level of discipline to be applied to the ~~offender~~ **respondent** when the offender is within the bargaining unit, and
- (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.

~~(b) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the President of the company or the Arbitrator.~~

~~(c)~~ **(b)** The Arbitrator chosen will be the Arbitrator from the list in Clause 10.2 (Assignment of a Single Arbitrator **Arbitrator**), identified with an "*" that has the earliest available date that is at least 14 days after the date of referral.

ARTICLE 5 - CHECK-OFF OF UNION DUES

The change to Article 5 is only to update the language to include electronic dues remittance from the employer.

(a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.

(b) The Employer shall deduct, from any employee who is a member of the Union, any assessments levied in accordance with the union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made for each biweekly payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.

(d) The Employer will provide to the Union with regular due remittance and employee status electronically. The EFT will be submitted with an emails to direct.deposit@bcgeu.ca including the EFT date and dollar amount. Each EFT will also include the following:

- (1) Employer name**
- (2) Pay period type (eg: monthly, semi-monthly, biweekly, etc.)**
- (3) Pay period number**
- (4) Pay period end date**
- (5) Pay period pay date**

~~(d)~~**(e)** All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide the following information by worksite: surname and first name, sex, job classification, gross pay and dues deducted

~~(e)~~**(f)** Before the Employer is obliged to deduct any amount under Clause 5(a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

~~(f)~~**(g)** From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

~~(g)~~**(h)** The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st of the succeeding year.

~~(h)~~**(i)** An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues and/or assessments payable to the Union by a member of the Union.

ARTICLE 10 – ARBITRATION

The parties agree to add the option of using an arbitrator by mutual agreement to expedite resolution to grievances.

10.2 Assignment of a Single Arbitrator

(a) When a party has requested that a grievance be submitted to an arbitration and either party has requested that a hearing date be set, the parties shall, within 21 days, mutually agree on an arbitrator from the list set out below and set a date for the hearing.

(b) The parties agree to the arbitrators listed below. An arbitrator may be removed from the list by mutual agreement.

- Wayne Moore
- Bob Pekeles
- Corinne Bell*
- Marli Rusen*

* Harassment Investigators pursuant to Article 2 (Harassment and Bullying)

(c) The parties may also agree to an arbitrator who is not on the list in (b) above by mutual agreement. Every reasonable effort will be made to schedule a hearing date with the first available arbitrator.

ARTICLE 12 – SENIORITY

The parties agree to the following change to simplify the language.

12.3 Calculation of Seniority

(a) Seniority will be accrued on the basis of:

- (1) all hours worked at straight-time rates;
- (2) designated paid holidays or days off in lieu pursuant to Article 18 (Paid Holidays);
- (3) annual vacation pursuant to Article 19 (Annual Vacations);
- (4) time off on a claim recognized by the Workers' Compensation Board or a work related ICBC claim. An employee will be credited with seniority equivalent to what they would have earned had they not been absent and had been able to work;
- (5) Leave pursuant to Clause 3.10 (Time Off for Union Business); maternity and parental leave pursuant to Clause 22.2 (Parental and Adoption Leave); **and for approved leaves taken under Article 21 – Special and Other Leaves** subject to Clause 21.13 (Maximum Leave Entitlement), leave pursuant to Clauses 21.2 (Bereavement Leave), 21.3 (Special Leave), 21.4 (Family Illness), 21.6 (a) (Leave for Court Appearances), 21.7 (Leave for Writing Examination), 21.8(a) (Leave for Taking Courses), 21.11 (Leave for Medical and Dental Care) and 21.14 (Emergency Service Leave). An employee will be credited with seniority equivalent to what they would have earned had they not been absent on leave and had been able to work.

- (6) Time off while in receipt of sick leave as per Clause 26.9 (Sick Leave Credits) and/or weekly indemnity as per Clause 26.1 (Extended Health Care Plan for Continuous Employees).
- (b) Seniority shall be maintained but not accrued during any other authorized leave of absence.
- (c) An employee who is on leave of absence without pay in an elected or appointed position of the Union shall accrue seniority without benefits during the leave period, provided that, upon returning, the employee shall accept the first available position in their original classification at the work location nearest their residence.

ARTICLE 15 - HOURS OF WORK

The parties agreed to combine the language from 15.1 Hours of Work and 15.7 Hours of Work.

15.1 Hours of Work

- (a) The annual hours of work, exclusive of meal periods taken away from the workstation but including paid holidays, will be 1957, which is equivalent to an average of 37½ hours per week. Subject to mutual agreement between the Employer and the employee, the annual hours of work may be expanded to a maximum of 2080, which is equivalent to an average of 40 hours per week.
- (b) Nothing herein contained shall be construed as a guarantee of work for an employee.

(c) The regular hours of work for employees shall be seven and one-half hours per day, normally worked Monday through Friday, except for those employees employed in functions requiring seven day coverage (e.g., growers and irrigation workers) or where otherwise dictated by environmental conditions or customer needs. Moved from 15.1

(d) Where scheduled shifts require work in excess of seven and one-half hours per day or 37½ hours per week, the employees shall be entitled to compensation at straight-time rates for any hours worked in excess of seven and one-half hours per day or 37½ hours per week, to be taken in time off or in pay as determined by the employee. Moved from 15.1

(e) Shift schedules in excess of seven and one-half hours per day are subject to mutual agreement between the Employer and the employee but cannot exceed 10 hours per day or 80 hours over a two week period. Where the Employer and employee agreed to a shift schedule in excess of seven and one half hours, the overtime provisions shall not apply, unless the employee works in excess of the hours agreed to. Moved from 15.1

15.2 Work Schedules - Maintain Current Language

(a) The Employer shall determine when various services are provided (hours of operation), the classifications of positions and the number of employees required to provide the services and shall assign work schedules accordingly.

(b) Where the Employer proposes a significant and long-term change to existing work schedules and such change is disputed by the employees affected, the Employer shall have the right to impose the new schedule subject to the right of the employees to appeal the new work schedule to an investigator. The investigator's jurisdiction shall be restricted to determining whether the change implemented is reasonable in light of the Employer's operations.

(c) For the purpose of this clause, long-term change is defined as a change in a work schedule which is to be in effect for a period in excess of three months.

15.3 Conversion of Hours – *Union withdraws proposal based on additional info – September 28. MCL*

~~**15.7 Hours of Work** – *moved to 15.1*~~

~~(a) The regular hours of work for employees shall be seven and one half hours per day, normally worked Monday through Friday, except for those employees employed in functions requiring seven day coverage (e.g., growers and irrigation workers) or where otherwise dictated by environmental conditions or customer needs.~~

~~(b) Where scheduled shifts require work in excess of seven and one half hours per day or 37½ hours per week, the employees shall be entitled to compensation at straight time rates for any hours worked in excess of seven and one half hours per day or 37½ hours per week, to be taken in time off or in pay as determined by the employee.~~

~~(c) Shift schedules in excess of seven and one half hours per day are subject to mutual agreement between the Employer and the employee but cannot exceed 10 hours per day or 80 hours over a two week period. Where the Employer and employee agreed to a shift schedule in excess of seven and one half hours, the overtime provisions shall not apply, unless the employee works in excess of the hours agreed to.~~

ARTICLE 17 – OVERTIME

The parties agreed to this change as it would have little effect on the entitlement to members.

17.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
- (1) the scheduled daily hours; or
 - (2) the maximum daily hours for those employees on flextime; or
 - (3) the agreed averaging period.
- (b) Time shall be compensated in 30-minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five **15** minutes per day.

ARTICLE 18 - PAID HOLIDAYS

The parties agreed to update the language under paid holidays.

Note to members: National Day for Truth and Reconciliation was announced while we were in the middle of bargaining. The Union's position is that language in the collective agreement means that members are entitled to this day and adding the day to the list is housekeeping. The parties do not agree on this point, and there is an active policy grievance on this issue that is unresolved. The parties did not change their respective positions on this item in bargaining.

18.1 Paid Holidays

- (a) The following have been designated as paid holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- ~~Queen's Birthday~~ **Victoria Day**
- Canada Day
- National Day for Truth and Reconciliation**
- British Columbia Day
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

(b) Any other holiday proclaimed as a holiday by the federal, provincial or municipal governments for the locality in which an employee is working shall also be a paid holiday.

The parties agreed to change the language to reflect the "worked or earned" language in Employment Standards; there is no change to the entitlement.

18.2 Entitlement to Paid Holidays

- (a) An employee shall only be entitled to a designated holiday with pay if:
 - (1) they have worked **earned wages on** not less than 112½ hours at straight-time rates in the 30 days immediately preceding the designated holiday(s); or
 - (2) they have worked **earned wages on** 15 of the 30 days immediately preceding the designated holiday(s); or
 - (3) they have worked the day immediately preceding the designated holiday and the day immediately following the designated holiday.
- (b) An employee who is terminated shall not be entitled to a designated holiday with pay.

ARTICLE 19 - ANNUAL VACATIONS

The parties agreed to add an extra day of vacation in recognition of long-service members.

19.1 Annual Vacation Entitlement

(a) *Definitions:*

"*Vacation year*" - for the purposes of this article a vacation year shall be the calendar year commencing January 1st and ending December 31st.

"*First vacation year*" - the first vacation year is the calendar year in which the employee's first anniversary falls. An employee's anniversary will fall one year from the day upon which the employee was hired.

(b) An employee shall be entitled to the following vacation leave after completing the set number of years of service seniority:

All employees hired prior to January 1, 2010:

Vacation Years	Workdays
First to fifth	15

Sixth16
 Seventh17
 Eighth21
 Ninth22
 Tenth23
 Eleventh24
 Twelfth to nineteenth25
 Twentieth..... 30 **31**

All employees hired after January 1, 2010:

Vacation Years	Workdays
First to fifth	15
Sixth	16
Seventh	17
Eighth	21
Ninth	22
Tenth	23
Twelfth	24

(c) *Conversion of Hours* - Where an employee is granted vacation pursuant to this article, and where the regularly scheduled workday is greater than seven and one-half hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven and one-half hour workday and deducted accordingly.

(d) Employees engaged on a non-continuous part-time basis shall have their vacation leave prorated, and their vacation pay calculated pursuant to Clause 19.3.

ARTICLE 21 - SPECIAL AND OTHER LEAVE

The parties agree to make housekeeping changes to the language in this article. The Employer also confirmed at the bargaining table that members are entitled to leaves provided under the Employment Standards Act that are not listed in this article.

21.1 Entitlement to Special and Other Leave (Maintain Current Language)

(a) Employees engaged in work of a continuous nature shall be entitled to paid leave under this clause. Pay will only be granted for those days on which the employee would have otherwise worked.

(b) Employees engaged in work which is not of a continuous nature shall receive the time off specified in this clause but shall be paid for such leave on a prorated basis. Pay will only be granted for those days on which the employee would have otherwise worked.

21.2 Maximum Leave Entitlement

Leaves taken under Clauses 21.2, 21.3, and 21.11 shall not exceed a total of 37½ hours per calendar year, unless additional special leave is approved by the Employer.

Note for draft: renumber remainder of article.

21.3 Bereavement Leave

- (a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay, from the date of death to and including the day of the funeral/service with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five workdays.
- (b) Immediate family is defined as an employee's parent, stepparent, spouse, child, ~~brother, sister sibling, father-in-law, mother~~ **parent**-in-law, grandchild and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event of the death of the employee's grandparents, **a child or sibling of the employee's spouse, the spouse of a child or sibling,** ~~son-in-law, daughter-in-law, brother-in-law, sister-in-law,~~ the employee shall be entitled to special leave for one day for the purpose of attending the funeral/service.
- (d) If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

ARTICLE 22 - MATERNITY AND PARENTAL LEAVE

The following is a housekeeping change; the reference does not exist in the collective agreement.

22.7 Seniority Rights on Return to Work

- (a) An employee who returns to work after the expiration of the maternity and/or parental leave will retain the seniority they had accrued immediately prior to commencing the leave and will be credited with seniority for the period covered by the approved leave.
- (b) The employee will notify the Employer within one month prior to the expiration of the leave of their intent to return to their position unless notice is provided pursuant to ~~Article 13.5 (Bridging of Service)~~ and/or Article 22.9 (Extended Child Care Leave).
- (c) The employee will be deemed to have resigned on the date upon which their leave commenced if notice is not given or they do not return to work.

ARTICLE 26 - HEALTH AND WELFARE

The parties agreed to increase the annual coverage for paramedical services such as massage, chiropractic care and physiotherapy under the extended health care plans.

26.1 Extended Health Care Plan for Continuous Employees

The Employer shall arrange to make available to eligible employees who are employed for work which is of a continuous nature a flexible health and welfare plan mutually agreed to by the parties which provides ~~one of the following gold or platinum package plan options:~~

Component	Plan Coverage Outline
Medical Services Plan of BC	As provided by the Province of British Columbia
Group Life	200% of annual earnings
Accidental Death and	\$200,000 maximum, reduces by 50% at age 65, terminates at age 70.

Dismemberment	
Extended Health Care Plan	Gold 100% coverage, \$300 \$400 per year per paramedical Platinum 100% coverage, \$500 \$600 per year paramedical
Dental	Gold 100% coverage for basic, \$2,500 lifetime orthodontic, recall exam every 9 months, 3 hours of scaling per year Platinum 100% coverage for basic, \$3,000 lifetime orthodontic, recall exam every 6 months, 3.75 hours scaling per year
Prescription Drugs	Gold Pay direct drug card, 80% coverage of first \$5,000, 100% thereafter, no maximum, generic formulation Platinum Pay direct drug card, 90% coverage of first \$5,000, 100% thereafter, no maximum, generic formulation
Vision Care	\$250 every 12 months for children, every 24 months for adults, one exam every 24 months
Short-Term Disability	75% of basic monthly earning to a maximum of \$970 per week. Maximum length of 17 weeks.
Long-Term Disability	Gold 66.67% of basic monthly earning. Coverage terminates at 65, less the elimination period of 17 weeks. Platinum 75% of basic monthly earnings. Coverage terminates at 65, less the elimination period of 17 weeks.

- Once a plan is chosen the plan choice is locked in for a minimum period of two years, unless there is a life changing event such as marriage, birth, loss of spousal coverage or loss of a dependent.
- The Employer shall pay the monthly premiums required for all eligible employees entitled to coverage under the Plan provided that with respect to the Platinum Plan coverage the employee shall pay any additional premium payments over the Gold plan coverage for the enhanced LTD, Extended Health and Dental care coverage.
- All plan details will be listed and administered as per the group benefits booklet provided to eligible employees by the plan provider

26.2 Entitlement to Benefits for Non-Continuous Employees

(a) Employees who are employed for work which is not full-time, shall be entitled to health and welfare benefits and sick leave, pursuant to Clause 26.1 above if the employee has:

- (1) worked not less than 1957 hours in a consecutive 18-month period; and
- (2) has not otherwise lost their seniority in accordance with Article 12 (Seniority).

(b) Employees who are employed for work which is not of a continuous nature, but work not less than 1957 hours in a consecutive 19 month **period a** "Level 1" benefit package will be provided (as outlined by the service provider and includes BC Medical, Extended Health, Dental, and Life Insurance) until such a time as they qualify for full benefits under 26.2(a);

(c) If an employee does not remain qualified under 26.2(a), but works not less than 1000 hours in the immediately preceding 12 month period a "Level 1" benefit package will be provided (as outlined by the service provider and includes BC Medical, Extended Health, Dental, and Life Insurance) until such a time as they re-qualify for benefits under 26.2(a).

(d) An employee, in order to maintain benefit coverage, must work not less than 1000 hours in the immediately preceding 12-month period.

Level 1 Benefit Package:

Component	Plan Coverage Outline
Medical Services Plan of BC	As provided by the Province of British Columbia
Group Life	100% of annual earnings

Accidental Death and Dismemberment	100% of annual earnings, reduces by 50% at age 65, terminates at age 70
Extended Health Care Plan	80% coverage (subject to certain maximums)
Dental	80% coverage for basic services, \$500 maximum per person per year, recall exam every 9 months, 8 units of scaling per year
Prescription Drugs	80% coverage, \$500 / per year drug maximum, mandatory generic formulary
Vision Care	One exam every 24 months

- All plan details will be listed and administrated as per the group benefits booklet provided to eligible employees by the plan provider

(e) If the employee has not met the requirements set out in Clause 26.2(a), they shall be paid 62¢ per hour worked at straight-time rates, in addition to their regular salary in lieu of health and welfare and sick leave benefits.

(f) If an employee entitled to coverage under the health and welfare plan pursuant to Clause 26.2(a) is laid off or on authorized leave of absence the provisions of Clause 26.7 shall apply provided the employee remains qualified under Clause 26.2(a).

An employee who is otherwise eligible for coverage pursuant to this article who returns from layoff shall be reinstated for coverage under the Plan at the beginning of the month immediately following the month in which they return from the layoff. An employee who ceases to be eligible for coverage pursuant to Clause 26.2(a) above during the period of layoff shall receive the payment in lieu of coverage pursuant to Clause 26.2(b) above upon return from layoff.

The parties agreed to ensure that employees make arrangements for employee paid premiums in advance of layoff for optional benefit plans.

26.7 Coverage While on Layoff

If any eligible employee who has been covered by the Health and Welfare Plan is laid off or on authorized leave of absence, the employee's coverage under the Plan for Dental, Group Life, Accidental Death and Dismemberment and Extended Health shall continue for a period of 90 days from the date of layoff or authorized leave, **provided the employee makes arrangements to pay for their portion of any Platinum or optional benefit premiums. In the event that the employee does not arrange to pay for their portion, those benefits will terminate at the end of the month in which the employee made their last payment.** Coverage for short-term disability and long-term disability shall only continue until the end of the month in which the layoff or authorized leave occurred.

When an eligible employee returns to work after a layoff or authorized leave of absence, the employee shall be reinstated to coverage under the Plan effective the first of the next calendar month following the employee's return to employment.

The parties agreed to improve sick leave benefits to 100% sick pay.

26.9 Sick Leave Credits

(a) An employee employed for full-time work who has completed the probationary period of 979 hours of straight-time work shall be credited with six days sick leave credits (45 hours) at ~~75~~**100**% pay in each year of the agreement. Sick leave may not be accumulated from year to year.

- (b) Sick leave under 26.9(a) above shall be prorated for part-time employees who have successfully completed the probationary period of 979 hours of straight-time work.
- (c) Employees engaged in work which is not of a continuous nature but who qualify for health and welfare benefits and sick leave pursuant to Clause 26.2 shall be credited with six days sick leave credits in each year of the agreement. Pay for such sick leave shall be on the basis of ~~75%~~ **100%** of the employee's average daily earnings in the three months immediately preceding the absence due to illness for which sick leave credit is being claimed.
- (d) Sick leave may only be claimed in the event of legitimate illness and the Employer may request a medical certificate where sick leave is claimed.

ARTICLE 28 - PAYMENT OF WAGES AND ALLOWANCES

The parties agreed to update the language and to provide members with an information sheet explaining pay statements. The info sheet will be finalized and posted.

28.2 Paydays

- (a) Employees shall be paid biweekly every second Friday. ~~Employees who are not employed in work of a continuous nature shall receive their paycheques no later than four weeks after they commence employment.~~ This clause does not prohibit the Employer from giving an advance against hours worked.
- (b) A comprehensive statement detailing all payments, allowances and deductions shall accompany the paycheque for each pay period. **The employee may elect to have the statement emailed to an email address of their choosing as an alternative to a paper copy.** All premiums and allowances payable shall be paid out no later than four weeks from the date of earning them.
- (c) The Employer shall provide for the direct deposit (electronic funds transfer) of the employee's pay in a participating chartered bank, trust company or direct union of the employee's choice on or before the appropriate payday. Employee participation shall be compulsory.

The parties agreed to lower the threshold for retirement allowance in recognition of long-service members.

28.12 Retirement Allowance

Upon retirement from service, an employee who has completed ~~39,000~~ **37,500** hours of service is entitled to an amount equal to their salary for one month, and for each full year of service exceeding ~~39,000~~ **37,500** hours but not exceeding 58,000 hours, is entitled to an additional amount equal to one-fifth of their monthly salary.

ARTICLE 30 - LABOUR MANAGEMENT COMMITTEES

The parties had meaningful discussions on a number of issues that did not result in changes to the language in the collective agreement. As a way to address issues during the term of the agreement, the parties agreed to update the language on local committees and create a provincial labour management

committee. This will allow the parties to address issues that come up at specific worksites and a way for the parties to communicate and address common issues that impact members across the province.

30.1 Local Committees

(a) At each nursery there will be a labour/ management committee comprised of two employee representatives appointed by the Union and two employer representatives. **With advanced notice, either side may bring a guest or resource person to the meeting.**

(b) **At the request of either party,** the Committee shall meet **at least once every two months for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this agreement. The committee shall meet** as required, but not less than once every six months, at a mutually agreeable time and place. **Employees shall be paid at straight time rates for time in attendance on any committee.** ~~Employees shall not suffer any loss of basic pay for time spent on any committee.~~

(c) An employer and employee representative shall alternate in presiding over the meetings.

30.2 Responsibilities of Committees – *Maintain Current Language*

(a) The committees shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this agreement. The committees shall not supersede the activities of any other committee of the Union or of the Employer and shall not have the power to bind either the Union or its members or the Employer to any decisions reached at their discussions.

(b) The Committee shall have the power to make recommendations to the Union and the Employer on the following general matters:

- (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing grievances and misunderstanding; and
- (3) the enhancement of the skill base of employees in order to increase the employees' promotional opportunities.

30.3 **Provincial Labour Management Committee** ~~Annual Information Sessions and Policy Meetings~~

(a) The parties and the Union recognize the importance and necessity of meeting regularly to discuss problems which may arise.

(b) **The Provincial Labour Management Committee shall be comprised of two representatives appointed by the Union and two employer representatives. With advanced notice, either side may also bring a guest or resource person to the meeting.**

(c) **The Provincial Labour Management Committee** ~~the Principals to this agreement, or their designates,~~ shall meet when necessary, but at least annually **at a mutually agreeable time and place. Employees shall be paid at straight time rates for time in attendance on any committee.**

(d) **The Committee** will ~~to~~ review issues that exceed the scope of the local labour management committees as outlined in Clause 30.2 above. Issues for discussion pursuant to this article may include, but **are** not limited to, such issues as enhancing relationships with the unionized employees, matters pertaining to more effectively dealing with Occupational Health and Safety, dispute resolution, and

grievance matters, or any other matters as may be brought forward by either party prior to such meetings taking place.

(e) An employer and employee representative shall alternate in presiding over the meetings.

APPENDIX 1

Along with changes to the wage grid outlined in the summary of term and wages, the following changes were also agreed to as consequential amendments.

Piece Rate

- (a) The wage rate for the FNWs 2, **and 3 and 4** shall be as follows:
- I. Current straight hourly rate pursuant to Appendix 1, or
 - II. Piecework, whichever is higher.
- (b) The piecework rate will vary depending on the nature of the work performed, the quality of the product and other factors. As a result, the rate per unit will be established by the Employer prior to assigning the work and may vary from location to location from time to time. ~~Effective July 1, 2018,~~ FNWs2, **and 3s and 4s** shall not fall below the current **classification rate of pay in Appendix 1** minimum wage rate in the province of British Columbia as calculated on a daily basis.
- (c) PRT may also offer other employees covered by the collective agreement the option of performing certain specified work functions on a piece rate basis. Employees who have elected, at their option, the piecework, will revert to working on the hourly wage rate set out in the collective agreement for their classification once the piece work project is completed.
- (d) Where piecework is established it will be offered to the FNWs 2, **and 3 and 4** in order of their seniority and assigned in reverse order of seniority.

Red-Circling

Any employee currently earning more than provided in this agreement shall be red-circled at that rate. Such employee shall not receive any further increases in wages until the rate in this agreement meets or exceeds the rate at which the employee has been red-circled.

Lead Hands/Forest Nursery Workers 1/Foremen/**Seed Operators/Cold Storage**

- (a) Foreman and Lead Hands/FNWs1/**Seed Operators/Cold Storage** may be assigned and removed at the Employer's discretion. Assessment will be based on the basis of skill, ability and experience. Where competencies are relatively equal, the employee with the greater seniority will be offered **the work/position**.
- (b) Any employee appointed as a Lead Hand shall be paid no less than the rate in effect for the Forest Nursery Worker 1 classification.
- (c) Employees wishing to be considered for the position of Foreman or Lead Hand must make their intentions known to the Employer at the location where the employee is employed by January 31st of each year.
- (d) Employees have the right to decline the appointment of Foreman or Lead Hand.

APPENDIX 2 Seniority Blocks

The employer wanted to separate Vernon and Armstrong into two seniority blocks. The union agreed to refer this back to the local labour management committee for further discussion to determine the impacts on the change for each worksite.

- Harrop
- Vernon (including Armstrong)
- Red Rock
- Campbell River

The parties agree that within 30 days of ratification, Vernon and Armstrong will be considered two separate seniority blocks as part of a pilot project.

The details of changes that will be implemented will be discussed by the local labour management committee and may include consultation with members at each worksite.

A review will be done after one year, with recommendations to the principals.

LETTER OF UNDERSTANDING 3 Maintenance Work

The parties agreed to this change due to some of the specialized work required under repair and maintenance.

- (1) Repair and maintenance work may be assigned on the basis of skill, ability and experience. **Where competencies are relatively equal, the employee with the greater seniority will be assigned.**
- (2) Employees assigned or recalled to perform repair and maintenance tasks shall be paid at their regular rate of pay pursuant to Appendix 1 Classifications & Rates of Pay of the collective agreement.

LETTER OF UNDERSTANDING #1 Re: Forest Nursery Workers

The parties hereby agree that:

- (1) Any temporary worker who works more than 500 hours will be converted to a non-continuous status as FNW4**3 and will be credited with seniority.**
- (2) It is understood that an FNW4**3** who works more than 1000 **4500** hours will be converted to a non-continuous status as **an** FNW**32**.
- (3) ~~It is understood that, should an FNW3 who works more than 4500 hours (based on straight-time rates), that employee will be converted to a non-continuous status as FNW2 or other classification as appropriate.~~