

# **Collective Bargaining Agreement**

**Between**

**PENINSULA CONSUMER SERVICES CO-OPERATIVE  
D.B.A. ASPEN GAS CENTRE AND CONVENIENCE STORE**

**And**

**UNITED FOOD AND COMMERCIAL WORKERS UNION,  
LOCAL 1518**

Ratified by Member Vote **April 11, 2016**

Duration of Agreement: October 1, **2015** to September 30, **2018**



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THIS MEMORANDUM OF AGREEMENT made this 11th day of April, 2016.

BY AND BETWEEN: PENINSULA CONSUMER SERVICES CO-OPERATIVE D.B.A ASPEN GAS CENTRE AND CONVENIENCE STORE, doing business in the Town of Comox, Province of British Columbia

(hereinafter referred to as the "Co-operative")

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 Co-operative and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Co-operative and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them:

**NOW THEREFORE:** The Co-operative and the Union mutually agree as follows:

### **Section 1 - BARGAINING AGENCY**

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- (a) The Co-operative recognizes the Union as the sole agency for the purpose of collective bargaining for all employees coming under the provisions of this Agreement employed in the handling or selling of merchandise in the Gas Bar owned and/or operated by the Co-operative located at 699 Aspen Road in Comox, British Columbia except the **Operations Manager, Site Manager** and those excluded by the B.C. Labour Relations Board certification.
- (b) The Representatives of the Union shall have access to the employees for the lawful transaction of Union business at reasonable times and after notifying the **Site Manager**.
- (c) No employee shall be discharged or discriminated against for any lawful Union activity, or for serving on a Union committee outside of business hours, or for reporting to the Union the violation of any provision of the Agreement.
- (d) No employee shall be dismissed or subject to disciplinary action for refusing to cross a legal picket line or lines.

### **Section 2 - DEFINITION OF EMPLOYEES**

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- (a) Full-Time Employee: Is an employee who is scheduled to work the regular workweek of forty (40) hours.
- (b) Part-Time Employee: Is an employee who is scheduled to work a regular workweek of less than forty (40) hours.
- (c) Student Employee: Is an employee who is attending senior secondary school.

### **Section 3 - UNION SHOP**

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- (a) The Co-operative agrees to retain in his employ, within the bargaining unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Co-operative shall be free to hire new employees who are not members of the Union, provided said nonmembers, whether part or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- (b) The Co-operative agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to Union membership and outlining the provisions of Section 13(c) this Agreement, and to provide the Union in writing with the name, address and social insurance number of each employee to whom they have presented the form letter, the contents of the letter to be such that it is acceptable to the Co-operative. The Co-operative further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.
- (c) The Union agrees that the employees should obtain membership in the Co-operative and maintain active membership and support the Co-operative with purchases wherever possible.

### **Section 4 - DEDUCTION OF UNION DUES**

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The Co-operative agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. Monies deducted during any month shall be forwarded by the Co-operative to the Secretary Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the names and social insurance numbers of the employees for whom the deductions were made and the amount of each deduction. Union dues deducted by the Co-operative shall be shown on the employee's T4 slip.

### **Section 5 - BASIC WORKWEEK - OVERTIME - STATUTORY HOLIDAYS**

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The Co-operative reserves the right to schedule hours of store operation, employee hours of work, rest periods, meal periods and overtime work, subject to the following provisions:

- (a) The regular workweek shall consist of forty (40) hours, five (5) eight (8) hour days. This shall not be construed as a guarantee of hours.

All full-time employees will receive two (2) consecutive days off per week. Part-time employees shall continue to be scheduled in a manner that provides for their days off to be consecutive, although it is understood that these employees may choose to accept a "call-in" shift and thus waive this right in that week.

- (b) All employees shall be paid their regular hourly rate for each hour worked, except where employed for less than four (4) consecutive hours per day, in which event they shall receive a minimum of four (4) hours pay, except students who shall receive a minimum of two (2) hours pay. An employee who is called for work and upon reporting finds that his or her services are not required, shall receive two (2) hours pay.

- (c) Overtime Pay: All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one half (1 ½) the regular rate. Compensating time off shall not be given in lieu of overtime.
- (d) Sunday shall be considered as the first day of the workweek for purposes of this Collective Agreement.
- (e) The following days shall be considered statutory holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments.
- (f) Full-time employees shall receive forty (40) hours pay at straight time rates and shall work four (4) days, thirty-two (32) hours in a week in which one (1) statutory holiday occurs; three (3) days, twenty-four (24) hours in a week in which two (2) statutory holidays occur.
- (g) All work performed on a statutory holiday shall be paid for at the rate of time and one half (1 ½) the employee's rate of pay and, where so entitled, the employee shall also receive pay for the statutory holiday.
- (h) Statutory holiday pay **eligibility will be based upon the British Columbia Employment Standards Act. Employees eligible for statutory holiday pay** will be calculated in accordance with the following formula:

Total income earned (less overtime) in the four weeks prior to the statutory holiday X 5%

The Co-operative agrees to grant an employee request for a paid day off in lieu of a statutory holiday within **three (3) months** of the date of the statutory holiday, **taken on a date of mutual agreement between the Co-op and the employee.**

- (i) Rest Periods: Full-time employees shall receive a minimum of fifteen (15) minutes rest from their duties before and after the midway point of the shift. A part-time employee working six (6) hours or less shall receive a fifteen (15) minute rest period. Part-time employees working over six (6) but less than eight (8) hours shall receive a thirty (30) minute rest period, which may be broken into two (2) fifteen (15) minute breaks. All such rest periods shall be part of the scheduled workday with no loss of pay. Rest periods shall not commence until the employee has worked one (1) hour. Interruptions to breaks shall be kept to a minimum. An employee who is interrupted on a work related matter during a rest break shall be allowed to complete the balance of that break as soon as possible.
- (j) Posting of Schedules: The Co-operative shall post the weekly work schedule for all employees **two (2) weeks in advance**. An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery or other instances of force majeure. In all other cases, at least twenty-four-(24)-hours' notice of any change must be given. Affected employees will be given verbal notice of any change to the posted schedule.

There shall be a definite daily starting time for each employee. Daily hours of work shall be consecutive, with the exception of not more than sixty (60) minutes out each meal period. Meal periods shall commence during the third (3rd) or fourth (4th) hours of work, with the exception

of the late shift when the meal period shall be during the fourth (4th) or fifth (5th) hour of work. It is understood that this schedule shall be inoperative under unusual circumstances.

- (k) Time Cards: The Co-operative shall supply a time sheet and each employee shall daily mark down his or her own time in full.
- (l) Split Shifts: Split shifts shall not exist unless by mutual agreement. Where such agreement exists the employee shall record his approval in writing, a copy being sent to the Union. The employee shall give one week's notice to the Co-operative before lifting such approval.
- (m) Requested Time Off (RTO): Part-time employees, requesting and who are granted RTO prior to the posting of the work schedule, shall not have their hours of work for the week reduced as a result of the granting of the request **unless the part-time employees' availability makes scheduling them for replacement hours that week impossible**. It shall be optional for the Co-operative to reduce the hours or days for any request made and granted after the posting of the work schedule.
- (n) Shift Interval: In the event of a same-day, short notice call-in, the senior employee who is not scheduled to work on that day shall be given the first opportunity to accept the relief shift. If he cannot be contacted or if he chooses not to accept the relief shift then it shall be offered to the next most senior employee who is not scheduled to work on that day.
- (o) Call-in Shifts: The employer agrees to offer available call-in shifts to the most senior employee who:
  - (i) is not already scheduled to work that day;
  - (ii) is not already scheduled five days in that week; or
  - (iii) has not restricted the number of hours they wish to work.

## Section 6 - VACATION PAY

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- (a) All employees who have the following records of continuous and completed service with the Co-operative shall be entitled each year to the following vacations with pay:
  1. With three (3) months but less than twelve (12) months, one (1) day for each month of employment to a maximum of two (2) weeks.
  2. One (1) year but less than **five (5)** years, two (2) weeks.
  3. **Five (5)** years but less than **ten (10)** years, three (3) weeks, commencing during the calendar year in which the **fifth (5th)** anniversary occurs.
  4. **Ten (10)** years **but less than fifteen (15) years**, four (4) weeks, commencing during the calendar year in which the **tenth (10th)** anniversary occurs.
  5. **Fifteen (15)** years **but less than twenty (20) years**, five (5) weeks, commencing during the calendar year in which the **fifteenth (15th)** anniversary occurs.
  6. **After twenty (20) years, six (6) weeks, commencing during the calendar year in which the twentieth (20th) anniversary occurs.**

- (b) **An employee may take one (1) week of vacation in single day increments. Week long vacations shall have preference over single day vacations. Single day vacations shall have preference over Requested Time Off and Take-A-Break leaves. Single day vacation days are subject to the operational needs of the Co-operative. Payment for such vacation time shall be made as part of the normal payroll process.**
- (c) All time lost because of sickness or accident, which would be compensated by Workers' Compensation Board, in excess of thirty-nine (39) consecutive weeks, shall be considered as time worked only for the purposes of determining the vacation allowance.
- (d) Employees terminating their employment shall receive payment for vacation allowance in an amount equal to four percent (4%) of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid; however, employees entitled to three (3) weeks' vacation under the provisions of Section 6, Subsection (a), of this Agreement, shall upon termination of employment receive an amount equal to six percent (6%) of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid. Employees entitled to four (4) weeks' vacation shall upon termination of employment receive an amount equal to eight percent (8%) of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid. Employees entitled to five (5) weeks vacation shall upon termination of employment receive an amount equal to ten percent (10%) of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid. **Employees entitled to six (6) weeks' vacation shall upon termination of employment receive an amount equal to twelve percent (12%) of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid.**
- (e) **Regular part-time employees shall be entitled to vacation periods equal to those of full-time employees and shall receive as vacation pay a minimum of four percent (4%) of their gross earnings; after five (5) years, six percent (6%) of their gross earnings; after ten (10) years, eight percent (8%) of their gross earnings; after fifteen (15) years, ten percent (10%) of their gross earnings; after twenty (20) years, twelve percent (12%) of their gross earnings. Vacation pay for part-time employees shall be paid out as part of the regular payroll process. Upon the request of the employee, vacation pay may be accrued and paid to that employee as paid vacation time for his or her vacation period.**
- (f) Annual vacations shall be consecutive and be scheduled between May 1st and September 30th of each year, unless another arrangement is mutually agreed to between the Co-operative and the employee.
- (g) A holiday schedule, giving preference on the basis of length of service, shall be established each year by April 1st. This schedule is to be posted at least thirty (30) days prior to April 1st. Holiday schedules shall not be changed after April 30th unless by mutual consent between the employee and the Co-operative.

## **Section 7 - NOTICE OR PAY IN LIEU OF NOTICE**

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- (a) The Co-operative shall have the right to discharge any employee for just cause.
- (b) Employees who are discharged for failure to perform work as required, as per 7(a), shall first have had a prior warning in writing of related or similar failure to perform work as required, with

a copy sent to the Union. The employee so entitled shall be required to initial such notice but such initialing shall in no way constitute agreement with the contents of such notice.

- (c) Any employee who has been employed more than sixty (60) calendar days and is discharged or laid off, shall be informed at the time of discharge or layoff of the immediate cause of such action and a copy of such notice shall be mailed to the Union at the date of giving such notice to the employee concerned.
- (d) In the event of the Co-operative desiring to dismiss or lay off an employee who has been in the employ of the Co-operative for over five (5) years, such employee shall be given four (4) weeks' notice in writing or shall be paid four (4) weeks' pay in lieu thereof, and any employee who has been employed over two (2) years but not over five (5) years, shall be given two (2) weeks' notice in writing or paid two (2) weeks' wages in lieu thereof. All employees shall be entitled to one (1) week's notice in writing or one (1) week's wages in lieu thereof, provided, however, that the Co-operative shall not be deemed obligated to give any notice whatsoever or to give any pay in lieu thereof to any employee who is discharged for dishonesty, insubordination, intoxication at work, or absence without leave, except where the employee has a bona fide reason for such absence.
- (e) Full-time employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time, shall be given whatever pay in lieu of notice (subject to the exceptions noted above) they are entitled to immediately prior to the date of their reduction to part-time.
- (f) Apart from any other section of this Collective Agreement, the Co-operative agrees to pay severance pay to all employees who are terminated by the Co-operative for reasons other than dishonesty at his or her regular rate of pay according to the following schedule:

Full-Time Consecutive Service	-	Severance Pay
From one (1) month up to one (1) year	-	One (1) week
Over one (1) year	-	One (1) weeks' pay for every year of full-time service to a maximum of fifteen (15) weeks.

It is understood that no severance pay will be paid when an employee is released under the provisions of Section 7 (b).

Severance pay does not apply to full-time employees specifically told they are replacing employees on vacation, sickness, Workers' Compensation Board claim or bona fide leave of absence.

## **Section 8 - SENIORITY**

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- (a) In the event of reduction of hours, layoffs, transfers or rehiring between employees involved, management shall practice the principle of seniority, providing the employee has the suitability and the ability to perform the job. This section shall be subject to grievance procedure.
- (b) Unless ability of an employee is greater than other employees involved, length of continuous service with the Co-operative shall govern in cases of layoffs and rehire. Full-time employees



reduced to a part-time basis shall be offered available work in accordance with the above procedure. The foregoing provisions do not apply to employees hired to work on relief staff or replace employees who are absent due to vacations, sickness, accident or other leaves of absence.

Employees laid off in accordance with the above provisions by the Co-operative shall be recalled to work in order of length of service with the Co-operative, provided:

1. No more than twelve (12) months has elapsed since the last day worked by the employee.
  2. The employee reports for duty within twenty-four (24) hours from the time of recall, and
  3. The employee is capable of performing the work.
- (c) Students shall have seniority only over other students. Notwithstanding, student hours, up to a maximum of twenty-four (24) hours per week, shall not be claimable by junior nonstudents (New Hires).
- (d) Senior employees shall be scheduled at least as many hours as junior employees in their classification within each week, unless the more senior employee has restricted their availability.
- (e) In the event that a vacancy exists for a part-time position, the Co-operative shall first offer such vacancy to laid-off students in accordance with the recall rights specified in Section 8 (b).
- (f) The Co-operative agrees to post a seniority list once every six (6) months.
- (g) When an employee is promoted into an excluded management position with the Co-operative it is agreed that the employee will be considered to have taken a two (2) year leave of absence. In the event the employee elects to return to the bargaining unit or management returns the employee to the bargaining unit within the two (2) years the employee shall suffer no loss of seniority.

## **Section 9 - HEALTH AND WELFARE**

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- (a) All employees, except students, averaging twenty-four (24) hours per week in thirteen (13) consecutive weeks of employment shall be eligible for the Medical Services Plan of B.C. `

A new employee who is a member of the Medical Services Plan of B.C. at date of hire shall be eligible for coverage from date of hire.

- (b) All employees, except students, averaging thirty-two (32) hours per week in thirteen (13) consecutive weeks of employment shall be eligible for the following benefits:
1. Long Term Disability (LTD)
  2. Group Life Insurance
  3. Dental Plan

- (c) The Co-operative agrees to pay one hundred percent (100%) of the total premiums of the Medical Services Plan of B.C., Dental Plan and Group Life Insurance.

The Co-operative and employees eligible agree to pay fifty percent (50%) each of the total cost of the Long Term Disability.

- (d) All employees, except students, averaging thirty-two (32) hours per week in thirteen (13) consecutive weeks of employment and having completed one (1) year's consecutive service, shall become members of the Co-operative Superannuation Plan.

Part-time employees must work one thousand, six hundred and sixty-four (1,664) hours in a year to qualify.

Employees under the age of sixty-five (65) years must join the Co-operative Superannuation Plan after two (2) years of employment. Employees will have their option, at their time of hire, to elect to join the plan after one (1) year of employment, opposed to waiting two (2) years.

The Co-operative agrees to pay six percent (6%) of any employee's salary to the Superannuation Plan on that employee's behalf. The employee shall also contribute six percent (6%) of gross earnings to the Plan.

- (e) All employees, except students, averaging thirty-two (32) hours per week for thirteen (13) consecutive weeks of employment shall be allowed one (1) day per month sick leave with pay. Unused sick pay shall be cumulative to a maximum of **twelve (12)** days. The Co-operative may require the employee to produce a certificate from a qualified medical practitioner. The Co-operative agrees to pay the fee for medical certificates required by the Co-operative. Whenever possible, employees who are sick shall report to management prior to starting time.

**Employees will be allowed to access twenty-four (24) hours of sick leave per calendar year to deal with medical emergencies or direct family illnesses involving their children, spouse, or parents.**

- (f) Funeral Leave: In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay. The length of such absence shall be in accordance with the policy of the Co-operative. The term "immediate family" shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandchild, grandmother, grandfather or any relative living in the household of the employee.

Notwithstanding the foregoing, if the death is a case of spouse, father, mother or child, the employee shall be entitled to one (1) week leave of absence with pay.

Time off due to the death of a member of an employee's family must be taken at the time of the bereavement.

- (g) In the event that Government Medicare relieves the Co-operative of the responsibility to provide certain benefits previously negotiated, the Co-operative undertakes to reimburse the employees for this loss by providing such other extra benefits as may be negotiated and agreed to by the parties.

(h) Pregnancy Leave

- (1) An employee who is pregnant shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) weeks, up to eleven (11) weeks prior to the expected delivery date and at least six (6) weeks after the actual delivery date. The employee may choose to delay the commencement of pregnancy leave, provided she is medically fit to perform the full range of duties of her position. This will not affect the employee's entitlement to pregnancy leave.
- (2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (3) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
- (4) All such requests must be submitted in writing at least four (4) weeks prior to the day the employee proposes to begin their leave.
- (5) In addition to the pregnancy leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.
- (6) An employee requesting a shorter period than six (6) weeks after the actual birth to return to work must provide written notice to the Co-operative of not less than one (1) week before the date the employee proposes to return to work, and if required by the Co-operative, be accompanied by a physician's medical certificate stating the employee is able to return to work.
- (7) Benefit entitlement for the above leaves shall be as required by the *Employment Standards Act*.

(i) Parental Leave

- (1) An employee who requests parental leave under this Section has the following entitlement:
  - i) for a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Section 9 (h), up to thirty five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section 9 (h).
  - ii) For a birth mother who does not take a leave under Section 9 (h) in relation to the birth of a child - up to thirty seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks after that event.
  - iii) for a birth father - up to thirty seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks of that event.
  - iv) for an adopting parent - up to thirty seven (37) weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- (2) If certified by a licensed medical practitioner that the child has a physical, psychological or emotional condition that requires an additional period of parental care, the employee

is entitled to up to five (5) additional consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (i) above.

- (3) The employee is required to give the Co-operative four (4) weeks advance notice in writing of their intent to take a leave under subsection (1) (i), (ii) or (iii). The Co-operative may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
  - (4) Benefit entitlement for the above leaves shall be as required in the *Employment Standards Act*.
  - (5) Any leave taken under (h) or (i) must be in one continuous period.
- (j) Educational Leave: Employees with three (3) years or more of continuous service with the Co-operative shall be entitled to an **unpaid** educational leave of absence for up to one (1) year without gain or loss of seniority as of the time the employee leaves. The following terms and conditions shall apply to such leaves:
1. One (1) employee per store at any one time shall be eligible for educational leave.
  2. Written application for the leave shall be coordinated through the **Site Manager**. Notification of the person going on leave shall be provided to the store, Union and employee involved.
  3. Seniority shall be the determining factor in scheduling the leave.
  4. Such leave will be granted on a one-time only basis per employee.
  5. The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case.
  6. While on leave, the employee shall not take employment with any competitor. Violation of this provision may result in termination.
  7. It is understood a person on leave could be offered minimal part-time work with the Co-operative without seniority or rights to such work, for the duration of the leave.
  8. The period of time will not count towards time worked for vacation entitlement.
  9. One (1) month's notice of return to work must be given to the co-operative unless a return date has been established prior to leaving.
  10. During the period of such leave, the employee will be allowed to pay their pre-leave benefit status for MSP, EHB, HEP and Life Insurance in advance by quarterly installments.

The parties desire to have this new provision complied with in spirit and intent. Any abuse, violations or conflicts arising from it will be discussed between the parties before any action is taken.

- (k) Take-A-Break Leave of Absence: Employees are entitled to apply for a Take-A-Break (TAB) leave of absence up to a maximum of forty (40) days per year (but not to exceed eight (8) calendar weeks in duration), subject to the following conditions:
1. Applications for such leaves must be in writing and are subject to the approval of the **Site** Manager. Applications will be made at least two (2) weeks prior to the start of the requested leave.
  2. Requests for Take-A-Break leave of absence will be granted to all employees subject to operational requirements and provided there is another employee in the store who is capable of doing the work required.
  3. While an employee is on leave as described in this section, and as a result of the leave the employee's benefit coverage lapses, the employee shall have the option of maintaining their benefits. In this case, the employee shall bear all costs and premiums charged in maintaining the benefits.
  4. Scheduled vacation time shall take precedence over the granting of Take-A-Break leave of absence.
  5. It is agreed that employees may take single or multiple day Take-A-Break leave (i.e., less than one (1) week in duration) provided the cumulative total days where a Take-A-Break leave is taken does not exceed forty (40) calendar days per calendar year. It is understood that each day of take-A-Break leave per week reduces the basic work week by one (1) day.
  6. Where the Take-A-Break leave requested is five (5) days or more in length (or four (4) days if taken in conjunction with a statutory holiday), the vacation entitlement of the employee in question shall be used prior to the Take-A-Break leave being used.

## **Section 10 - GRIEVANCE PROCEDURE**

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- (a) Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance.

Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union representative or representatives and the Co-operative representative or representatives shall meet and in good faith shall earnestly endeavour to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Sole Arbitrator.

- (b) Grievances involving the dismissal or layoff of an employee must be submitted to the Co-operative within ten (10) working days from date of dismissal or layoff or be waived by the aggrieved party, providing notice has been given as required under Section 7 (c).

## Section 11 - BOARD OF ARBITRATION

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- (a) A sole Arbitrator shall be appointed to hear and determine a grievance, and shall be established as follows:

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Co-operative and the Union shall attempt to agree upon an Arbitrator. In the event of failure of the Union and the Co-operative to agree upon an Arbitrator, the Minister of Labour of British Columbia shall be immediately requested to name an Arbitrator.

No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitration Board shall be in writing and shall clearly specify the nature of the issue.

In reaching its decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the Arbitrator shall be borne equally by the Co-operative and the Union unless otherwise provided by law.

The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties.

- (b) In the case of discharge which the Board of Arbitration has determined to have been for an improper cause, the Board shall order the reinstatement of the employee and shall award him or her full or part back pay.
- (c) The parties may agree to use the assistance of a mediator in resolving a grievance under Section 11. Decisions of the mediator will not be binding upon the parties.

## Section 12 – MISCELLANEOUS

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- (a) Union Decal: The Co-operative agrees to display the official Union decal of the United Food and Commercial Workers International Union in a location where it can be seen by customers.
- (b) Wearing Apparel: The Co-operative shall continue to provide shirts and pants at no cost to employees in accordance with the practice in place on the date of certification. Employees shall be responsible for the laundering of uniforms.

The parties agree that employees may purchase pants of their own for use at work, at their own expense, as long as they match the colours of the Co-operative uniform.

The Co-operative agrees to provide two (2) sets of winter jackets and two (2) sets of rain gear in each of the following sizes: small, large and extra-large.

The Co-operative shall provide a smock for cleaning the slush machine.

- (c) Charitable Donations: Employee donations to charity funds shall be on a strictly voluntary basis.

- (d) Separate Agreements: No employee shall ask or be asked to make a written or verbal agreement with the Co-operative covering hours of work, wages or working conditions during the life of this Agreement, contrary to the terms of the Agreement set out herein.
- (e) Employee Privileges: At present in effect but which are not specifically mentioned in this Agreement and are not contrary to the purpose and intent of the Agreement, shall continue in full force and effect.
- (f) Staff Meetings: All staff meetings in excess of four (4) per calendar year, shall be considered as time worked and paid for accordingly. Employees asked to attend meetings that take place on their unscheduled work time shall be compensated at straight time rates for all time spent attending meetings.
- (g) Physical Examinations: Where the Co-operative requires an employee to take a physical examination, doctor's fees for such examination shall be paid by the Co-operative. Except prior to commencement of employment and the first four (4) weeks of employment, such examinations shall be taken during the employee's working hours without loss of pay to the employee.
- (h) Jury Duty Pay: An employee summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid him or her for Jury Service and the amount he or she would have earned had he or she worked on such days. Employees on Jury Duty shall furnish the Co-operative with such statements of earnings as the Courts may supply.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty and actual work on the job in the store in one (1) day shall not exceed eight (8) hours for purposes of establishing the basic workday. Any time worked in the store in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the contract.

- (i) Time Off for Union Business:
  1. The Co-operative agrees that employees chosen for such purpose shall be given time off without pay in order to attend Union Conventions or participate in negotiations involving the Co-operative. The number of employees in excess of one (1) granted leave of absence for these purposes shall be determined by mutual agreement. The Union shall notify the Co-operative at least one (1) week in advance of the commencement of all such leaves of absence.
  2. Upon at least one (1) weeks prior notice by the Union, the Co-operative agrees to grant one (1) employee a one (1) month leave of absence without pay to attend to Union business. It is further agreed such leave of absence may be renewable from month to month by mutual agreement of the Co-operative and the Union.
- (j) Harassment and Discrimination: The Co-operative and the Union recognize the rights of employees to work in an environment free from harassment, including sexual harassment and discrimination. Where an employee alleges that harassment and discrimination has occurred on the job the employee shall have the right to grieve under the collective agreement. Where an allegation of harassment or discrimination has been received by the Co-operative or the Union, it will be investigated on a priority basis.



## Section 13 - WAGES

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- (a) The Co-operative agrees to pay all persons covered by the terms of this Agreement not less than the schedule of wages attached to this Agreement during such time as this Agreement is in force and provided that if an employee is receiving a wage in excess of the rates herein contained, such wage rate shall not be reduced by reason of the signing of this Agreement. The Co-operative further agrees that no employee receiving wages in excess of the rates herein shall be replaced by another employee at a lesser wage for the purpose of avoiding any of the provisions of this contract.
- (b) There shall be a regular pay day biweekly and each employee shall be provided with a statement of earnings and deductions for the pay period covered.
- (c) Probationary Period: During the first four (4) months of employment, a new employee shall be on probation and will receive a written evaluation within three (3) months of employment. The decision whether to retain or not to retain an employee's services shall be the sole right of the Co-operative and any termination during this period shall not be subject to Section 11 and 12 of this Agreement.

In all cases where a probationary employee is absent from work, the duration of the absence exceeding two (2) consecutive days shall be added to the employee's probation period.

## Section 14 - UNION'S RECOGNITION OF MANAGEMENT'S RIGHTS

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The Union agrees that the management of the company, including the right to plan, direct and control operations, the direction of the working force, the discipline of employees, the discharge of employees for just cause and those matters requiring judgment as to competency of employees are the right and function of the Co-operative.

The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement. The Co-operative, therefore, retains all rights not otherwise specifically covered in this Agreement.

The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

## Section 15 - AUTOMATION AND TECHNOLOGICAL CHANGE

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Advance Notice: The Union agrees it is the sole right and function of management to change methods or facilities and to install equipment of all kinds and to make such other changes to its operations as it deems necessary or advisable. Should the Co-operative decide to install new advanced mechanical equipment, change methods or close down any of its operations listed in the preface of the Agreement that would result in the termination or layoff of full-time employees, it will give the Union and its Committee sixty (60) days advance notice. It is understood the parties shall then discuss the question of retraining or the application of severance pay.

Retraining: As far as retraining is concerned, there are many factors involved such as the requirements of skill and knowledge, whether a person is needed now or in a given length of time and whether present staff have shown adaptability to the type of work to be done; also their physical fitness, etc.. These are some of the factors that would determine if training, termination, temporary or permanent layoff of staff should apply.



Severance Pay: Regular full-time employees whose employment is terminated under this section shall be entitled to severance pay of one (1) week's pay per year up to a maximum of fifteen (15) weeks.

## **Section 16 - SHOP STEWARDS RECOGNITION**

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It is recognized that Shop Stewards may be elected and the Co-operative will be kept informed by the Union.

The Co-operative agrees to recognize Shop Stewards and Alternate 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 Co-operative.

Shop Stewards may introduce new members to the Union on their own time, to present membership cards for signature.

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice shall be present to act as witness if requested by the employee when a member of the Bargaining Unit:

- i. Is given a reprimand which is to be entered on the employee's personnel file.
- ii. Is suspended or discharged.

If during any other private corrective interview with Management it is determined that there will be a discipline report on the employee's record, the interview may be temporarily suspended so that the employee may call in a Shop Steward or witness of his or her choice.

A copy of formal discipline report to be entered on an employee's file will be given to the employee. The employee will be required to sign Management's copy. Such signature will indicate receipt of formal reprimand only.

Subject to giving the Co-operative advance notice, employees shall have access to their personnel file. At the time of signing of this agreement all disciplinary notices that have not been signed or initialed by the employee will be removed from the employee's file.

**No discipline older than twenty-four (24) months shall be used in disciplinary proceedings, unless there have been other disciplinary steps taken for a repeat offense in twenty-four (24) months following. This time period of twenty-four (24) months shall not include periods of lay-off, leave of absence or disciplinary suspensions. Notwithstanding the foregoing, cases involving violence in the workplace, harassment, bullying, and major safety violations may be used in any disciplinary proceedings without limitation.**

When a Shop Steward is investigating a grievance or a complaint on Company time, the Steward must first obtain permission from his/her immediate Supervisor or the Store Manager. Such permission will not be unreasonably denied.

The Company agrees to recognize one (1) Union Shop Steward.

One (1) Alternate Shop Steward will be recognized in the Co-operative when the Shop Steward is absent. The Union shall inform the Co-operative in writing of the Alternate Shop Stewards.

**Section 17 - EXPIRATION AND RENEWAL**

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This Agreement shall be for the period from and including October 1, 2015, to and including September 30, 2018 and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding September 30, 2018, or any subsequent anniversary date thereafter to:

- (a) terminate this Agreement, in writing, effective September 30, 2018, or any subsequent anniversary thereof,
- (b) 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 pursuant to (b) 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 until:

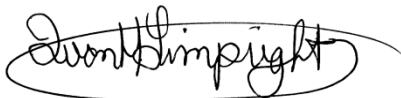
- (1) The Union gives notice of strike in compliance with the *Labour Relations Code* of British Columbia, or
- (2) The Co-operative gives notice of lockout in compliance with the *Labour Relations Code* of British Columbia.

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

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_.

**FOR THE UNION**

**FOR THE CO-OPERATIVE**



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Ivan Limpright  
President

## APPENDIX

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### **Wages:**

Employees who have not achieved the top rate shall be credited with their career hours and placed onto the scale accordingly. (e.g., an employee who has worked 3120 hours will receive credit for their career hours and will be at the pay rate of \$11.25 on the scale.)

### **Effective Sunday after ratification:**

#### **Customer Service Representative**

Accumulated Hours	Year 1 SAR 2016	Year 2 SAR 2017	Year 3 SAR 2018
	2.0% Increase	2.0% Increase	2.0% Increase
Start	\$11.00	\$11.22	\$11.44
1040 hours	\$11.40	\$11.63	\$11.86
2080 hours	\$11.67	\$11.90	\$12.14
3120 hours	\$11.93	\$12.17	\$12.41
4160 hours	\$12.20	\$12.44	\$12.69
5200 hours	\$12.58	\$12.83	\$13.09
6240 hours	\$13.01	\$13.27	\$13.54
Supervisor	\$15.92	\$16.24	\$16.56

### **Off-Scale Employees:**

#### **2016**

Off-scale full-time employees will receive a \$450.00 lump sum payment the Sunday following ratification (April 11, 2016).

Off-scale part-time employees will receive a \$350.00 lump sum payment the Sunday following ratification (April 11, 2016).

#### **2017**

Off scale employees will receive the difference between the top of rate increase compared to the previous year (\$0.26).

#### **2018**

Off-scale employees will receive the difference between the top of rate increase compared to the previous year (\$0.27).

**LETTER OF UNDERSTANDING #1**

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**BETWEEN: COMOX DISTRICT CONSUMERS CO-OPERATIVE**

**AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518**

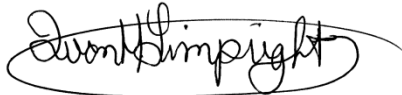
**Re: Duty to Accommodate**

The parties recognize that there is a legal duty to accommodate in the workplace involving the Co-operative, the Union and the employee. In the event that an employee requires an accommodation, it is understood that all three parties will fully participate in the accommodation process.

**SIGNED THIS 27TH DAY OF SEPTEMBER, 2012**

**RENEWED THIS 11TH DAY OF APRIL, 2016**

**FOR THE UNION**



---

Ivan Limpricht, President

**FOR THE CO-OPERATIVE**

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**LETTER OF UNDERSTANDING #2**

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**BETWEEN: COMOX DISTRICT CONSUMERS CO-OPERATIVE**

**AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518**

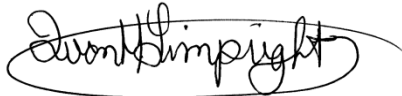
**Re: Joint Labour Management Committee**

The Co-operative agrees to establish a joint labour management committee. A minimum of one shop steward shall sit on the committee as appointed by the Union.

**SIGNED THIS 27TH DAY OF SEPTEMBER, 2012**

**RENEWED THIS 11TH DAY OF APRIL, 2016**

**FOR THE UNION**



---

Ivan Limpricht, President

**FOR THE CO-OPERATIVE**

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