

# **COLLECTIVE AGREEMENT**

Between

**Hornby Island Consumers Co-Operative**

And

**United Food and Commercial Workers Union, Local 1518**

December 1, 2016 to November 30, 2020

Ratified by member vote: March 23, 2017



# CONTENTS

SECTION 1 – Bargaining Agency .....	1
SECTION 2 – Union Shop .....	1
SECTION 3 – Deduction of Union Dues .....	2
SECTION 4 – Clerks Work Clause .....	2
SECTION 5 – Basic Workweek - Statutory Holidays.....	2
SECTION 6 – Wages.....	7
SECTION 7 – Vacations - Leaves of Absence .....	9
SECTION 8 – Health and Welfare Plan .....	11
SECTION 9 – Sick Leave Benefits - Funeral Leave - Maternity Leave.....	11
SECTION 10 – Notice or Pay in Lieu of Notice .....	15
SECTION 11 – Seniority.....	15
SECTION 12 – Severance Pay.....	18
SECTION 13 – Union's Recognition of Management's Rights .....	19
SECTION 14 – Grievance Procedure .....	19
SECTION 15 – Board of Arbitration .....	20
SECTION 16 – Miscellaneous .....	21
SECTION 17 – Time Off for Union Business - Store Visits.....	23
SECTION 18 – Shop Stewards Recognition .....	24
SECTION 19 – Expiration and Renewal .....	24
APPENDIX “A” .....	26
APPENDIX “B” – WAGE SCHEDULE.....	27
LETTER OF UNDERSTANDING #1 .....	28
LETTER OF UNDERSTANDING #2.....	29
LETTER OF UNDERSTANDING #3.....	30
LETTER OF UNDERSTANDING #4.....	31

**MEMORANDUM OF AGREEMENT made this 16th day of March, 2017.**

**BY AND BETWEEN:** **HORNBY ISLAND CO-OPERATIVE ASSOCIATION**, a body corporate carrying on business on **Hornby Island**, 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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The Co-operative recognizes the Union as the sole and exclusive collective bargaining agency for all employees save and except the General Manager, Hardware Manager, Grocery Manager, Administration Manager, and those in the Gas Bar, in the present and future retail establishments owned and/or operated by the Co-operative on Hornby Island, with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement. If additional retail food establishments are acquired by the Co-operative in the area described herein, all terms and conditions of this Collective Agreement shall apply to such establishments and shall be binding on the parties hereto.

**SECTION 2 – 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 to provide the Union in writing with the name and 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 Co-operative agrees to not employ persons who have a full-time job with another Co-operative. The onus of bringing violations of this Subsection to the attention of the Co-operative shall rest upon the Union.

The Union agrees that the employees should obtain membership in the Co-operative and maintain active membership.

### **SECTION 3 – 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. The Co-operative further agrees to automatically deduct union dues from the wages of all new employees. The Shop Stewards will be introduced to new employees for the purpose of providing them with the appropriate forms to make application as a Union member and to authorize deduction of Union dues. This form will be applicable from the time the employee commences employment until such time as the Union submits an official dues checkoff to the Co-operative. The employee shall, within thirty (30) days after commencement of employment, provide the Co-operative with a signed authorization for such deductions. 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 name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four (4) week period, as well as the store number of each employee for whom the deductions were made. Union dues deducted by the Co-operative shall be shown on the employee's T4 slip.

### **SECTION 4 – Clerks Work Clause**

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Subject to exclusions in Section 1 of this Agreement, all work in the handling and selling of merchandise in the retail stores of the Co-operative shall be performed only by employees of the Co-operative who are in the bargaining unit and who are members of the United Food and Commercial Workers Union, Local 1518 except those excluded in Section 1, and those specifically provided for here and elsewhere in the Collective Agreement.

The Co-operative shall maintain the existing practice of outside sales people stocking their products on the sales floor including candles, pop, pizzas, local produce, water, chips, sunglasses, ice and local suppliers (i.e., art cards). The Co-operative will endeavour to reduce this practice in the future where practical.

The Co-operative further agrees that if the cleaning, maintenance and repair is to be performed by Co-operative employees, they shall also become members of the Union; although the Co-operative reserves the right to contract out this work again in the future.

### **SECTION 5 – Basic Workweek - 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:

## **Basic Workweek**

- (a) The basic workweek for full-time employees shall be forty (40) hours, consisting of five (5) eight (8) hour days. This is not to be construed as a guarantee of hours.

Commencing with their fifth (5th) week of employment, 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. Time worked in excess of thirty-two (32) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one half (1½).

Full-time employees shall not suffer a reduction in the workweek by reason of the Co-operative voluntarily reducing the hours that the store is open to the public to less than nine (9) hours per day.

## **Statutory Holidays**

- (b) 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, provided that all other major retail grocery stores close on any such holiday proclaimed, and further, that in the case of a statutory holiday proclaimed by a Municipality, only those stores of the Co-operative in that Municipality shall be affected by the requirements of this Section.

Commencing with their fifth (5th) week of employment, and provided the employee has qualified for statutory holiday pay by working his or her last regular scheduled shift before and his or her first regular scheduled shift after the holiday, employees shall receive the following statutory holiday pay:

- For employees hired prior to ratification of this Agreement, average hours worked in four (4) weeks preceding week in which holiday occurs:
  - Sixteen (16) but less than twenty-four (24)
    - Four (4) hours' pay for each holiday
  - Twenty-four (24) but less than thirty-two (32)
    - Six (6) hours' pay for each holiday
  - Thirty-two (32) hours or more
    - Eight (8) hours' pay for each holiday

An employee who doesn't qualify under the above would qualify as per Employment Standards.

For purposes of determining statutory holiday pay entitlement for full-time employees, all time off and hours absent due to sickness or accident, not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident, shall be counted as hours worked if the full-time employee would have been scheduled to work such hours they were absent.

For purposes of determining statutory holiday pay entitlement for part-time employees, hours spent on vacation and hours paid for statutory holidays shall count as time worked. Should the "four (4) weeks preceding the week in which a holiday occurs" include time off without pay which is connected with vacation pay received at some other time of the year, then the "four (4) week test" shall not include such absence. In this case, the "four (4) weeks" shall be the last four (4) weeks excluding such absences.

All work performed on a statutory holiday shall be paid for at the rate of time and one half (1½) the employee's rate of pay and, where so entitled, the employee shall also receive pay for the statutory holiday.

Upon the employee's request, each employee shall be entitled to a minimum of one (1) statutory holiday long weekend off per year. Each employee may apply for their preferred statutory holiday long weekend. Scheduling will be done by seniority among applications received by January 15, and thereafter on a first-come first-serve basis. The statutory holidays in July, August and September are excluded from consideration.

All employees will be compensated for Statutory Holidays based on the formula in the Collective Agreement or Employment Standards legislation, whichever is greater.

### **Posting of Schedules**

- (c) Work schedules will not be used for disciplinary or discriminatory purposes.

Full- and Part-Time Employees: 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 (eg.: power outages). In all other cases, at least twenty-four (24) hours' notice of any change must be given or four (4) additional hours' pay given in lieu of notice. Employees shall be given verbal notice of a schedule change occurring after the schedule has been posted. It will be considered sufficient compliance with this section if:

- (1) a message has been left on an answering machine; or
- (2) two (2) telephone calls have been attempted, not less than twelve (12) hours apart, with no answer.

Split Shifts: There shall be a daily starting time for each employee. Daily hours of work for full-time employees shall be consecutive, with the exception of meal periods. Part-time employees shall not be required to work a split shift except by mutual agreement between the employee and the Co-operative. Such agreement shall be given by the employee in writing. When an employee has agreed to work split shifts and wishes to withdraw such agreement, one (1) week of notice shall be given to the Co-operative. Agreement and withdrawal of same shall only take place once during the life of the Collective Agreement.

### **Meal Periods**

- (d) Meal periods shall be unpaid, and shall be one (1) hour unless otherwise mutually agreed upon. Meal periods shall be scheduled not later than the commencement of the employee's shift and normally will commence between the hours of 11:15 a.m. and 1:30 p.m. It is understood this schedule shall be inoperative under unusual circumstances.

Employees who work a eight (8) hour shift shall have a meal period to commence not earlier than three (3) hours or later than five (5) hours after commencement of the shift; however, when such employees commence their shift between 12:00 noon and 1:30 p.m., their meal period shall not be scheduled prior to 4:30 p.m. Part-time employees working over five (5) hours but less than eight (8) hours shall be entitled to a thirty (30) minute meal period.

Clerk Cashiers have the option of taking a fifteen (15) minute unpaid rest period either with or separate from an existing fifteen (15) minute paid rest period. This may be taken in lieu of the thirty (30) minute unpaid meal period. The employees will notify Management of their option to ensure efficient scheduling.

### **Rest Periods**

- (e) All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of four (4) hours but not more than six (6) hours shall receive one (1) fifteen (15) minute rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or the end of a meal period. Rest periods shall not begin less than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

Clerk Cashiers working more than a four (4) hour shift but not more than a six (6) hour shift shall have the right to a fifteen (15) minute unpaid rest period either with or separate from the existing fifteen (15) minute paid rest period. The employees will notify Management of their option to ensure efficient scheduling by providing notice within two (2) days after the posting of the schedule and in any event not less than forty-eight (48) hours prior to commencement of the shift.

Times for Clerk Cashiers' rest periods shall be set out by the Co-operative on a sheet which shall be available for Clerk Cashiers to review prior to the commencement of their shifts. Such times can be altered by Management (within the confines of Section 5 [e]) should the need arise.

The Co-operative will schedule rest periods for Clerk Cashiers on the checkstand so that no Clerk Cashier shall be scheduled to work more than three (3) consecutive hours. The parties recognize that rest periods may be delayed due to unexpected business fluctuations.

### **Time Cards and Time Clocks**

- (f) The Co-operative shall provide each store with either a time clock or time sheet in order to enable employees to record their time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods. Where time clocks are not used, time is to be recorded in ink (ballpoint pen acceptable).

### **Overtime Pay**

- (g) All time worked in excess of the basic workweek, as defined in paragraphs (a), (b) and (k) shall be paid at the rate of time and one half (1½) the regular rate. Compensating time off shall not be given in lieu of overtime, unless mutually agreed between the employee and the Employer.

When required to work overtime, an employee may decline if he or she has a valid reason. Such refusal shall be accepted provided there is another employee on the shift when overtime is required who is prepared to work the overtime and has the ability to perform the work required.

Overtime - Rest Period: If an employee is required to work more than one and one half (1½) hours overtime, he or she will be given a fifteen (15) minute paid rest period.

This provision applies to overtime in excess of an eight (8) hour day. It is understood that all overtime of less than four (4) hours shall be continuous with the end of the shift, with the exception of a meal period where one is given as defined above.

- (h) For purposes of the Collective Agreement, Sunday is considered the first (1st) day of the basic workweek and in the event an employee worked in excess of the basic workweek, as set out in subsection (a), the last such day or days worked in such weeks shall be considered as the day or days for which overtime applies.

During the winter season the following shall apply:

- (1) Work on Sunday shall be voluntary for inventory, for new racking, for promotional display set-ups and for the non-peak season. For times during the summer season of **May 15 to October 15**, Sunday work is not voluntary.
- (2) Sunday work shall be offered in accordance with seniority within the required department.
- (3) If sufficient employees are not available to work on Sundays, the Co-operative shall have the right to schedule hours according to "reverse seniority", provided the employee has the ability to perform the work required.
- (4) Notwithstanding the foregoing, it is understood that the Co-operative may require "key personnel" to work on Sundays.

### **Shift Interval**

- (i) There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed a ten (10) hour interval between shifts shall be paid at the rate of time and one half (1½) for time worked prior to the expiry of the ten (10) hour interval.

This provision shall not apply where an employee requests a particular shift that creates an interval of less than ten (10) hours.

### **Consecutive Day Limit**

- (j) Employees will not normally be required to work in excess of six (6) consecutive days. Employees required to work the seventh (7th) and subsequent days shall be paid one and one half (1-1/2X) times their regular rate of pay. This will not apply where an employee has requested a change in shift that resulted in consecutive days in excess of six (6).



### **Night Stocking**

- (k) Where two (2) or more employees are working on a night shift in a store where regular or systematic night stocking is in effect and there is no non-bargaining unit employee in charge, the person in charge shall not be compensated at less than the Lead Hand rate which shall be seventy-five cents (75¢) per hour over the employee's regular rate for the hours spent night stocking.

No Clerk shall be required to work alone on the premises on night shift.

- (l) The Union does not object to the Co-operative's practice of using member volunteers during inventory taking. However, those employees who have indicated their availability will be scheduled a shift in accordance with the collective agreement. The Employer will canvass all employees for their availability.

### **Requested Time Off (RTO)**

- (m) Full-time or 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. It shall be optional for the Employer to reduce the hours or days for any request made and granted after the posting of the work schedule.

Requests must be submitted to the Employer one month in advance.

## **SECTION 6 – Wages**

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- (a) The Co-operative agrees to pay all persons covered by the terms of this Agreement as set out in the following schedule of wage rates and classifications during such time as this Agreement is in force, effective on dates as shown.

There shall be a regular bi-weekly pay day and each employee shall be provided with a statement of earnings and deductions for the pay period covered.

### **Relief Rate**

- (b) Any employee who is assigned in writing the duties of either the store manager or the department manager, including Administration Manager, shall receive two dollars (\$2.00) per hour over their current rate of pay. Any store clerk who is assigned the duties of a senior clerk shall be paid at the senior clerk rate applicable to the current rate on the progression grid.

- (c) Wage Schedule is listed in Appendix B

The Co-operative shall maintain a record of the hours worked by employees hired for the summer season. The hours recorded shall be retained by such employee for the purpose of the wage grid only if they are rehired within twelve (12) months of their last working day.

- (d) Store Clerks: Shall include:
- Grocery Cashiers
  - Hardware Cashiers
  - Junior Administration Clerks
  - Junior Post Office Clerks

Senior Clerks: Shall include:

- former Clerk IV's
- Senior Post Office Clerk
- Senior Administration (payroll) Clerk

Where management requires a Senior Clerk for specific hours of work during the summer season (**May 15 to October 15**), a Senior Clerk may not restrict their availability below the required hours within their sub-department (e.g. meat).

All employees shall retain their months worked for purposes of the wage scales, upon transfer to a different classification.

### **Minimum Hours**

- (e) 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. 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.

The above regulations apply to students who work on a day which is not a school day or on a day on which the store is open for night shopping. A student who is called for work on a school day on which the store is not open for night shopping must work a minimum of two (2) hours or be paid for two (2) hours. A student who is called for work on a school day and upon reporting for work finds that his or her services are not required shall receive two (2) hours pay.

In the event there is a power outage and as a result employees are sent home from work they will be paid for all actual hours worked with a minimum of four (4) hours pay.

### **Credit For Previous Experience**

- (f) Employees shall be granted credit for previous experience to a maximum of **four thousand one hundred and sixty (4160)** hours if the experience ended less than one (1) year prior to beginning employment with the Co-operative; and to a maximum of **two thousand eighty (2080)** hours if the previous experience ended more than one (1) year prior to employment with the Co-operative. In all cases, the prior experience must be stated on the application for employment form.

### **Jury and Witness Duty Pay**

- (g) An employee summoned to Jury Duty or Witness Duty, where subpoenaed in a court of law, or where subpoenaed to an Arbitration Hearing or Labour Board Hearing by the Employer, shall be paid wages amounting to the difference paid them for Jury or Witness service and the amount they would have earned had they worked on such days. Employees performing the said service 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 or Witness 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.

An employee's day(s) off will not be altered to circumvent the foregoing.

An employee's schedule may be altered without notice to avoid the payment of overtime under the preceding clause.

**Staff Meetings**

- (h) Staff meetings, whether in the store or off the premises, shall be considered as time worked and paid for at straight-time rates, except meal meetings at which the attendance is voluntary. Such meal meetings in excess of three (3) during each contract year shall be considered as time worked, and paid for accordingly.

**Cash Shortages**

- (j) No employee may be required to make up cash register shortages unless he or she is given the privilege of checking the money and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash register during the work shift and unless cash is balanced daily.

**SECTION 7 – Vacations - Leaves of Absence**

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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 as outlined in 7(b):
  - (i) 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.
  - (ii) One (1) year but less than three (3) years, two (2) weeks.
  - (iii) Three (3) years but less than eight (8) years, three (3) weeks, commencing during the calendar year in which the third (3rd) anniversary occurs.
  - (iv) After eight (8) years, four (4) weeks, commencing during the calendar year in which the eighth (8th) anniversary occurs.
  - (v) After fifteen (15) years, five (5) weeks commencing during the calendar year in which the fifteenth (15th) anniversary occurs.
  - (vi) For those employees on staff at June 1, 1996 - after twenty (20) years, six (6) weeks commencing during the calendar year in which the twentieth (20th) anniversary occurs.
- (b) Employees will be entitled to vacation pay based upon their earnings in accordance with the following:

Less than 3 years service .....	4%
3 years service but less than 8 years service.....	6%
8 years service but less than 15 years service.....	8%
15 years service but less than 20 years service.....	10%
20 years service .....	12%

- (c) The vacation pay to which an employee is entitled shall be paid to the employee during the week prior to the employee going on vacation. Should an employee take their vacation divided throughout the year in not less than one (1) week increments, then the employee shall advise the Co-operative what portion of their accumulated vacation pay they wish to receive. Part-time employees (only) will have the option of the appropriate percentage added to their pay each pay period. Part-time employees must indicate which of the above options desired prior to January 1st of each year.
- (d) 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 only for the purposes of determining the vacation allowance.
- (e) Employees terminating their employment shall receive payment for vacation allowance 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, provided, however, employees entitled to three (3), four (4), five (5), or six (6) weeks vacation under the provisions of this Agreement shall, upon termination of employment, receive an amount equal to six percent (6%), eight percent (8%), ten percent (10%), or twelve percent (12%) respectively of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid, provided they give the Employer two (2) weeks' notice in writing if they terminate.
- (f) Two (2) weeks of an employee's vacation may be consecutive and given during the regular vacation period – the day following Labour Day to June 30. However, employees entitled to four (4) weeks of vacation may take three (3) consecutive weeks of vacation during the regular vacation period except during the prime time of July and August unless otherwise mutually agreed.
- (g) A holiday schedule, giving preference on the basis of length of service, shall be established each year by **February 1<sup>st</sup>**. This schedule is to be posted at least thirty (30) days prior to **February 1<sup>st</sup>**. Holiday schedules shall not be changed after **March 1<sup>st</sup>** unless by mutual consent between the employee and the Co-operative. After **March 1<sup>st</sup>**, any unallocated vacation will be scheduled on a first-come, first-served basis.

It is agreed that the holiday schedule must be practical in regards to the store operational requirements. The Co-operative, therefore, has the right to make the final decision on the holiday schedule. In the event of a special request the Employer will discuss the matter with the Union Representative prior to making a final decision.

- (h) When a statutory holiday occurs during an employee's vacation, an extra day's vacation shall be granted if the holiday is one which the employee would normally have received had he or she been working.

### **Leaves of Absence**

- (i) Except as otherwise indicated in the Collective Agreement, applications for Leaves of Absence without pay will be adjudicated on the basis of merit, compassion, length of service and the operational needs of the store. Leaves of Absence shall not be unreasonably withheld.

All employees shall be entitled to a one (1) year unpaid Leave of Absence after five (5) years of service. Employees on such a Leave of Absence shall neither earn nor lose seniority.

While on Leave of Absence, the employee shall not take employment with any competitor.  
(Violation of this provision may result in termination.)

## **SECTION 8 – Health and Welfare Plan**

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The Co-operative shall make available the following or similar benefits as mutually agreed between the Co-operative and the Union to eligible regular employees (as defined below). A regular employee is one that works year round except for vacations and authorized leaves, medical, or otherwise.

### **Premium Costs**

Premium costs of Medical and Long-Term Disability will be shared 50/50% between the Co-operative and the employee.

Premium costs for the Dental Plan are paid by the Co-operative for the employee. Premium costs for the employee's dependents **will be shared on a fifty percent (50%) basis between the employee and the Co-operative.**

Premium costs of Group Life insurance are paid one hundred percent (100%) by the Co-operative.

Costs of the R.R.S.P. Benefit are paid one hundred percent (100%) by the Co-operative. The premium costs are subject to revision based on economic conditions and plan usage.

Except for employees who transfer from other Co-operatives, Group Benefit coverage commences the day following the five hundred and twenty (520) hour probationary period for employees with permanent status. For those who transfer from another Co-operative coverage will commence immediately.

Employees eligible for benefits shall be as established by the By-laws and Plans concerned or by the existing Co-operative policy and practice as of the date of ratification of this Collective Agreement.

### **Extended Health Benefits Plan**

The premiums for the employee alone shall be paid one hundred percent (100%) by the Employer. If the employee wishes to add his or her family to the plan, the **premium costs for the employee's dependents will be shared on a fifty percent (50%) basis between the employee and the Co-operative.**

## **SECTION 9 – Sick Leave Benefits - Funeral Leave - Maternity Leave**

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### **Sick Leave Benefits**

- (a) Employees shall accumulate credits at the rate of five (5) hours for each one hundred seventy-three and one-half (173.5) hours worked, up to a maximum of one hundred and twenty (120) hours. Credits shall commence to accumulate from date of employment but can only be applied after completion of the probationary period.

All paid time off such as statutory holidays, vacations, sickness or accident not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident, accumulated time off, etc., will be counted for the purposes of determining a full month of employment.

It is agreed that accumulated Sick Leave information will be made available to employees upon request of the employee.

Employees, if found abusing this privilege, shall be disciplined by the Co-operative. In such cases, the Co-operative may discontinue or reduce the benefit of the employee, or terminate the employee.

It is the obligation of the employee to provide as much notice as possible when they are unable to report for a scheduled shift.

The employee shall make every effort to notify the Co-operative of the absence as well as advising the Co-operative as to the estimated length of the absence and give notice of when they are able to return to work.

Sick leave credits may be used to attend to direct family illness or emergency.

Employees at their option shall be entitled to utilize their sick leave credits to attend specialist/medical appointments off Island.

### **Return to Work After Illness**

- (b) After absence due to illness or injury, the employee must be returned to his or her job, or a similar job at the same rate of pay, when capable of performing his or her duties.

### **Compassionate Leave**

- (c) In the event of death in the immediate family, an employee who has completed the probationary period will be granted paid time off up to one (1) week according to the employee's normal scheduled workweek (**an employee within the probationary period will be granted the time off unpaid**). An unpaid extension of up to three (3) weeks may be arranged at the discretion of the General Manager. This agreed extension will not be unreasonably denied. The employee will not lose seniority and will be allowed to maintain their benefits upon prepayment of the required premiums. Immediate family is defined as wife, husband (including common-law relationships of the opposite or same sex), children, brother, sister, mother, father, mother- or father-in-law, and persons *in loco parentis*. A paid day's leave will also be granted to employees attending a grandparent's funeral.

### **Maternity Leave**

- (d) An employee who is pregnant shall be given unpaid Leave of Absence without loss of seniority or other privileges for eleven (11) weeks prior to the delivery until six (6) weeks after delivery. The employee may choose to delay the commencement of her Maternity 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 eighteen (18) weeks of Maternity Leave. Benefit coverage for this period shall be according to the Employment Standards Act (18 weeks.)

In addition to the Maternity Leave set out above, such Leave prior to delivery may be extended by the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work.

Prior to the commencement of any Leave of Absence (extension) the employee will be allowed to self-pay their preleave benefit status.

### **Parental Leave**

- (e) An employee is entitled to a maximum of thirty-four (34) consecutive weeks unpaid Parental Leave at the employee's request. For the natural mother, this Leave follows immediately after the Maternity Leave. For the natural father, this Leave is to be taken within the fifty-two (52) week period after the birth of the child.

For the adoptive mother or father, this Leave is to be taken within the fifty-two (52) week period after the adoption date.

The conditions referred to in Subsection (d) above on Maternity Leave, and those other conditions in Employment Standards Act, under Parental Leave, shall also apply to the Parental Leave.

### **Paternity Leave**

- (f) An employee about to become a father, or upon the adoption of a preschool age child or children, shall be entitled to an unpaid Leave of Absence of up to five (5) days at the time of birth or adoption. The employee may use up one (1) week's vacation at their option.

### **Medical Reports**

- (g) The Co-operative agrees to pay up to forty dollars (\$40.00) for medical reports required by the Co-operative for Sick Leave or Weekly Indemnity provisions.

### **Maintenance of Benefits**

- (h) The Co-operative agrees to continue the current practice of maintaining the cost of the employee's benefit premiums, when an employee is absent on sick leave, Long-Term Disability or Weekly Indemnity for the duration of this Collective Agreement. With respect to W.C.B., the benefits will be maintained for a maximum of twelve (12) months.

The Co-operative will continue to pay their fifty percent (50%) share of B.C. Medical provided the employee continues to pay their fifty percent (50%) share, up to a six (6) month maximum.

- (i) In the event the Workers' Compensation Board challenges initial coverage or, if after going on WCB benefits the Workers' Compensation Board terminates such benefits because the Board has decided that the employee's disability is no longer related to the compensable injury, an eligible employee may apply for coverage under the Long Term Disability Plan. If the claim is later allowed by the Workers' Compensation Board, the Employer will be refunded the portion paid by the Workers' Compensation Board, either directly by the Board or, if not possible, from the employee. At the Employer's option the employee will pursue the appeals procedure under the Workers' Compensation Board.

### **Educational Leave**

- (j) Employees with four (4) years or more of continuous service with the Co-operative shall be entitled to an 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 employee at any one time shall be eligible for Educational Leave.
2. Written application for the leave shall be co-ordinated through the General 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 only once 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 that 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 off shall not count towards time worked for vacation allotment.
9. The employee must give one (1) month's notice of return to work unless a return date has been established prior to leaving.
10. During the period of leave the employee will be allowed to prepay the premiums for their pre-leave benefit status, by quarterly installments.

### **Take-A-Break**

- (k) After working for a total of one thousand forty (1040) hours, employees are entitled to apply for a Take-A-Break leave of absence up to a maximum of twenty (20) days per year (but not to exceed four [4] calendar weeks in duration), subject to the following conditions:
1. Application for such leave must be in writing and is subject to the approval of the Department Manager and the General Manager. Applications will be made at least one (1) month prior to the start of the requested time.
  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 without additional training.
  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 week in length) provided the cumulative total days where a Take-A-Break leave is taken does not exceed twenty (20) calendar days per calendar year. It is understood that each day of Take-A-Break leave per week reduces the basic workweek 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 – Notice or Pay in Lieu of Notice**

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- (a) After three (3) consecutive months of employment, the Employer becomes liable to pay an employee an amount equal to one (1) week's wages as compensation for length of service upon termination of employment.
- (b) The Employer's liability for compensation for length of service increases as follows:
  1. after twelve (12) consecutive months of employment, to an amount equal to two (2) weeks' wages;
  2. after three (3) consecutive years of employment, to an amount equal to three (3) weeks' wages plus one (1) additional week's wages for each additional year of employment, to a maximum of 8 weeks' wages.
- (c) This Section shall not invalidate an employee's right to process his or her termination and to be reinstated as set out in Section 17, providing the employee has completed the probationary period.
- (d) The Co-operative agrees to give all employees one (1) week's notice in writing prior to layoff. Such notice shall not be required in cases of layoffs due to fire, flood or other cases of *force majeure*.
- (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 they were entitled to immediately prior to the date of their reduction to part-time, unless terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without Leave except where the employee has a bona fide reason for such absence, or other instances of just cause.
- (f) A copy of notice of dismissal or layoff of full-time employees who have been employed more than four (4) calendar months shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

## **SECTION 11 – Seniority**

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- (a) Seniority shall mean length of continuous service with the Co-operative.

Continuous service shall include all Leaves of Absence from work pursuant to the Collective Agreement, eg: vacations, accident/illness, Leaves of Absence not exceeding twelve (12) months, etc.

Employees shall retain seniority during such absences.

- (b) There shall be one (1) seniority list with seniority being based upon the date of hire. For purposes of advancement through the wage scale, accrued hours of work shall be the determining factor.

It is agreed that for allocation of part-time hours of work seniority shall be the determining factor such that senior part-time employees shall be scheduled for more hours on a daily basis than junior part-time employees within the department.

There shall be three (3) departments:

Grocery  
Office/Administration/Post Office  
Hardware/Liquor Store

Classifications are set out in the Wage Scale, Section 7.

- (c)
1. In the event of a reduction or increase of hours, layoffs, or seasonal rehiring, or in the event of a department closure, management shall recognize the principle of seniority, providing the employee has the merit, qualifications and ability to perform the job.
  2. As a result of the seasonal fluctuation of hours, whenever an employee has his or her hours of work reduced below sixteen (16) hours per week, he or she will have the opportunity to indicate in writing, within two (2) weeks of the reduction, a desire to be scheduled in another department for additional available hours.
  3.
    - (a) An employee moving into a new department will retain their store seniority for the purposes of the wage scale and for vacation entitlement, but will be given a new seniority date for scheduling purposes in the new department.
    - (b) In the event of a department closure, employees will carry their company seniority to obtain employment in another department.
  4. **All employees that are not maximized in their home department may, by mutual agreement, be scheduled available hours by seniority in other departments. The Co-operative and Union agree to schedule eight (8) hours consecutively wherever possible. This will not be seen as a guarantee of full time or any number of hours per week.**
  5. Hours in the employee's original department shall take priority over hours in the second department, which may result in the employee being unable to claim the additional hours on a particular day or shift.
  6. The above will apply only where the employee who wishes to increase his or her hours will require comparable or less training or upgrading than a more junior employee in the second department, except in the case of departmental closures.
  7. The foregoing provisions do not apply to employees hired to work as relief staff or to replace employees who are absent due to vacations, sickness, accident, or other leaves of absence.

8. The above provisions will not operate to access hours designated as "Backup" in Produce, Deli and file Maintenance. For example, an employee who is designated as relief for the Senior Clerk in those areas will not have those hours subject to claim.
  9. Where extra hours are available in a department due to relief for illness then staff in other departments may be offered these hours based on their store seniority.
- (d) 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 six (6) months have elapsed since the last day worked by the employee and/or twelve (12) months where the employee has worked at least 2,080 hours with the Co-operative;
  2. The employee reports for duty within twenty-four (24) hours from the time of the recall;and
  3. The employee is capable of performing the work.
- (e) It is agreed that where a regular full-time or part-time job vacancy exists, the posting will be made for a period of two (2) weeks. A copy of all job postings will be provided to the Shop Steward.
1. The posting shall set out the classification, followed by any specific responsibilities for this position (e.g. "Store Clerk [Deli Backup]), and whether the position is temporary or permanent;
  2. Current employees of the Co-operative shall be eligible to apply for the vacant position;
  3. Where ability is relatively equal, seniority shall be the determining factor;
  4. When an employee accepts a posting in a new department he or she will give up the hours held in the old department, subject to the right of reversion set out in clauses (5) and (6). The employee's new department will become the "original department" for the purposes of Section 11(c);
  5. The Co-operative shall provide a sixty (60) day training period to allow the employee to properly perform the new job functions;
  6. Should either the employee or the Co-operative decide within the training period that they cannot satisfactorily perform the job required, the employee shall, on two (2) weeks' notice to the other party, be returned to their former position at the appropriate wage rage with no loss of seniority;
  7. If the posting is temporary, and subsequently the original employee in the position does not return, the position will be reposted as permanent. If the employee in the original position returns, then employees who had filled the temporary posting will be returned to their original positions with no loss of seniority;

8. For benefit purposes, the employee must meet the eligibility test in the Collective Bargaining Agreement.

(f) Seniority shall be broken and all rights forfeited when:

1. An employee is dismissed by the Co-operative for just cause and not reinstated through the Grievance and Arbitration provisions.
2. An employee voluntarily leaves the service of the Co-operative.
3. An employee fails to report for work on recall after layoff.
4. An employee has been on layoff and six (6) months has elapsed since the last day worked by the employee or twelve (12) months where the employee has worked at least 2,080 hours with the Co-operative.
5. An employee has been absent without leave for a period of three (3) days or more.

**Restriction of Availability**

(g) A part-time employee who works less than the basic workweek and restricts his or her availability shall sign a form so advising the Co-operative. One copy of the form is to be mailed to the Union by the Co-operative. An employee shall only be entitled to modify their availability at the commencement of each of the two (2) business seasons (summer and winter) for the duration of that season. This choice shall be made by **April 15** and **September 15** of each year.

A full-time employee who reverts to part-time status at his or her own request shall be considered to have restricted his or her availability and the foregoing shall apply.

**Seniority List**

(h) The Employer will provide a copy of the seniority list to the Union not less than semi-annually.

**Department Closures**

(i) In the event there is a department closure, affected employees will be offered the following options:

1. Severance pay in accordance with Section 12; or
2. Exercising their seniority in accordance with Section 11 (c)

**SECTION 12 – Severance Pay**

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In the event there is a permanent closure or sale or transfer of ownership of the store or part thereof, causing an employee to lose his or her employment, the Co-operative hereby agrees to pay such employee severance pay at his or her regular rate of pay according to the following schedule:

<u>Consecutive Service</u>		<u>Severance Pay</u>
Up to two (2) years	-	One (1) week

Over two (2) years - One (1) week's pay for every year of full-time service to a maximum of fifteen (15) weeks

Part-time employees will be paid on the basis of the number of hours worked in a week, averaged over the previous twelve (12) months.

This clause does not apply to a temporary layoff.

No payment of severance will be made where an employee is given fifteen (15) or more weeks' written notice.

Employees who qualify shall not be entitled to the benefits contained in Section 13 (a) of this Agreement.

### **SECTION 13 – 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 store operations, the direction of the working force and the termination of employees for proper cause, are the sole rights and functions of the Co-operative. During the first five hundred twenty (520) hours of employment new hires (only) shall be on probation and will receive a written evaluation within four hundred (400) hours of employment. The decision whether to retain or not to retain the employee's services shall be the sole right of the Co-operative and any termination occurring during that period shall not be subject to Sections 17 and 18 of this Agreement. It is agreed that the probationary period will not apply if it can be shown that an employee has been terminated for any lawful union activity. Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of Management, subject however, to discharge of employees on grounds of alleged incompetency being processed under Sections 17 and 18 of this Collective Agreement, providing that such employees have completed their probation. 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.

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 probationary period.

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

### **SECTION 14 – Grievance Procedure**

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- (a) Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation 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 Board of Arbitration, such Board to be established in the manner provided in Section 15 of this Agreement.

- (b) Grievances involving the dismissal or layoff of an employee must be submitted to the Co-operative within ten (10) working days from the date of dismissal or layoff or be waived by the aggrieved party, provided notice has been given as required. **Grievances involving discipline of an employee must be submitted to the Co-operative within twenty-one (21) working days from the date of discipline.**
- (c) Any employee alleging wrongful dismissal may place his or her allegation before the Union representative and, if the Union representative considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement.
- (d) The Co-operative agrees to reply in writing as to the disposition of all grievances submitted by the Union.

#### **SECTION 15 – Board of Arbitration**

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- (a) The Board of Arbitration shall be composed of **one (1)** member and shall be established as follows:
- (b) Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Co-operative and the Union shall each select a **person** to serve on the Board of Arbitration. In the event of failure of the nominees of the Union and the Co-operative to agree upon a Chairperson within the five (5) day period specified, the British Columbia **Labour Relations Board** shall be immediately requested to name a **person** who shall act as Chairperson of the Board.
- (c) Within five (5) days of the appointment of the impartial Chairperson, the **arbitrator** shall sit to consider the matter in dispute and shall render a decision within fourteen (14) days after its first session. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Co-operative and the Union.
- (d) 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.
- (e) In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration 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 impartial Chairperson shall be borne equally by the Co-operative and the Union unless otherwise provided by law.
- (f) The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties. A decision of a majority of the Board of Arbitration shall be deemed to be a decision of the Board.

## **SECTION 16 – Miscellaneous**

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### **Union Decal**

- (a) The Co-operative agrees to display the official Union decal of the United Food & Commercial Workers International Union in a location where it can be seen by customers.

### **Wearing Apparel**

- (b) The Co-operative shall furnish a smock or an apron to each employee and shall pay for the laundering of same.

When an employee is required by the Co-operative to wear a uniform or special article of wearing apparel, such uniform or special article of wearing apparel shall be furnished, cleaned, laundered, repaired or given similar services connected with the upkeep thereof free of cost to the said employee by the Co-operative and no deduction from the wages of the employee, or other charge upon the employee, shall be made by the Co-operative for such uniform or special article of wearing apparel or for the cleaning, laundering, repairing or upkeep thereof.

### **Information**

- (c) Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Co-operative agrees to co-operate to supply such information back to the start of the calendar year, but in any event for at least the three (3) preceding months.

In any grievance regarding hours worked by an employee and the amount paid to an employee, the Co-operative shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the grievance procedure shall apply.

The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

### **Intimidation**

- (d) 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 this Agreement.

If an employee walks off the job and alleges Management has deliberately coerced or intimidated him or her into doing so, the matter shall be considered under the grievance procedure and, if such allegations are proved to be true, then the employee shall be considered not to have resigned. Such grievances must be filed no later than five (5) days after the incident that gave rise to the situation.

This is not to be construed to restrict Management personnel from reprimanding an employee as required by his or her position to maintain the proper operation of the store.

### **Picket Lines**

- (e) The Co-operative agrees that in the event of a legal picket line of another trade union being in existence at any of the Co-operative's stores within the bargaining unit, the Co-operative will in no way require or force members to report to work behind such a picket line. Nor will the Co-

operative discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at his or her place of work.

### **Deemed Time Worked**

- (f) Vacations for all employees, as determined by Section 7, and statutory holidays shall be considered as time worked.

### **Racial and Sexual Harassment**

- (g) The Employer recognizes the rights of employees to work in an environment free from racial, sexual, and personal harassment. Where an employee alleges that harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement. Where an allegation of harassment has been received by the Employer, it will be investigated on a priority basis. The Employer agrees to ensure that the Company policy on Discrimination/ Sexual Harassment be available and accessible to all employees.

### **Personnel File**

- (h) 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. It is understood that any disciplinary record on file at the time of implementing the above will not be invalid because the employee does not have a copy. Subject to giving the Co-operative advance notice, employees shall have access to their personnel file.

### **Discipline Interview**

- (i) Where an employee attends an interview with Management for the purpose of receiving a formal discipline report or for a security interview, the employee shall have the right to a witness of his or her choice. If during any other private corrective interview with Management it is determined that there will be a discipline report on the employee's record or the employee feels there is a violation of Section 16 (d), the interview may be temporarily suspended so that the employee may call in a witness of his or her choice. Any witness used by the employee in the above situations will be another employee working in the store at the time the interview is being held. It is understood the witness is an observer and not a participant. Any infringement of this right shall not invalidate the discipline.

A copy of all such formal notices of discipline (i.e.: written warnings, suspensions and discharges) shall be given to the Union through the Shop Steward.

**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 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 disciplinary proceedings without limitation.**

### **Drug and Alcohol Assistance Program**

- (j) The Employer and the Union recognize that drug and alcohol abuse can have a serious negative impact on both the Employer and the employee. The parties mutually agree to



cooperate in resolving problems with drug and alcohol abuse with a view towards rehabilitating employees suffering from such abuse.

## **SECTION 17 – Time Off for Union Business - Store Visits**

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### **Union Business**

- (a) The Co-operative agrees that employees chosen for such purpose shall be given time off without pay in order to attend Union Conventions, seminars, 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 two (2) weeks in advance of the commencement of all such leaves of absence.

Upon at least two (2) weeks' notice the Co-operative shall grant a Leave of Absence, for purposes of Union business, to one (1) employee on the following basis:

- Up to six (6) months' Leave of Absence without review and a further six (6) months by mutual agreement.

Provincial Conference: In the event the Union should call a Provincial Conference, time off for Union business shall be granted according to the following formula:

- (1) Two (2) employees from each store of the Co-operative shall be granted time off.
- (2) One hundred (100) or more employees in the store, three (3) employees shall be granted time off.

The Co-operative shall be given at least three (3) weeks' notice of such conference.

The Co-operative will bill the Union and the Union will reimburse the Co-operative for wages paid to the employee and dental and pension contributions made on the employee's behalf during such absence.

### **Store Visits of Union Representatives**

- (b) Duly authorized full-time representatives of the Union shall be entitled to visit the stores for the purpose of observing working conditions, interviewing members and unsigned employees and to ensure that the terms of the Collective Agreement are being implemented.

The interview of an employee by a Union Representative shall be permitted after notifying the Store Manager and shall be:

1. Carried on in a place in the store designated by Management.
2. Held whenever possible during the lunch period. However, if this not practical,
3. During regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on company time, unless with the approval of Management.
4. Held at such times as will not interfere with service to the public. No interview shall be held on Friday, Saturday or any day after 4:00 p.m., or on the day preceding a statutory

holiday, except in cases of employees who only work Fridays, Saturdays or after 3:30 p.m.

Union representatives shall be permitted to review the Hours of Work Schedule and in the event of any discrepancies they shall be presented under Section 14 of this Agreement.

## **SECTION 18 – Shop Stewards Recognition**

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It is recognized that a Shop Steward may be chosen or elected and the Co-operative will be accordingly kept informed by the Union.

The Employer agrees to recognize a Shop Steward and an Alternate Shop Steward 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

The Shop Steward must perform all his/her Union responsibilities on his/her own time, unless otherwise specified in this Agreement.

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.

A Shop Steward may investigate a grievance or a complaint on Co-operative time, after having first obtained permission from his/her immediate Supervisor or the Store Manager. Such permission will not be unreasonably denied.

The Co-operative agrees to recognize two (2) Union Shop Stewards.

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 name of the Alternate Shop Steward.

## **SECTION 19 – Expiration and Renewal**

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This Agreement shall be for the period from and including **December 1, 2016**, to and including **November 30, 2020**, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding **November 30, 2020**, or any subsequent anniversary date thereafter to:

- (a) terminate this Agreement, in writing, effective **November 30, 2020**, 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  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518

FOR THE EMPLOYER  
HORNBY ISLAND CO-OPERATIVE  
ASSOCIATION

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Ivan Limpricht  
President

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Bob Casault  
General Manager

## APPENDIX "A"

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*The Employer agrees to provide and make available up-to-date benefit information to all employees. The following summary is for information only and is effective as of May 2011. Employees should check the Insurance Company's website for the most current information. The Employer will provide a rack to hold the new brochures for benefits.*

- (a) Medical Plan: Coverage is provided under B.C. Medical Services Plan for all eligible employees. Premium costs are shared 50/50% with the employee and Co-operative. Employees may be eligible for premium assistance and should consult the payroll administration clerk for information.
- (b) Registered Retirement Savings Plan: This benefit is available to all regular employees following completion of the probationary period. This benefit is paid one hundred percent (100%) by the Co-operative.

The current rate (1994) is six point two five percent (6.25%) of gross wage rate times the number of hours worked - excluding sick leave, overtime rate, paid days off re statutory holidays, vacation leave etc.. All service fees will be paid out of the employee's allocation.

The R.R.S.P. is a taxable benefit, offset by the taxable benefit of the R.R.S.P. tax credit.

The R.R.S.P. funds are deposited on account in an approved financial institution. Statements of the amounts deposited in each employee's name will be made available and T-5 tax credit statements issued at year end.

Employees may arrange to have additional deductions from their wages added to the Co-operative's contribution for transfer to their R.R.S.P.

## APPENDIX “B” – WAGE SCHEDULE

Wage increases are retroactive to December 4, 2016 and across the board.

<b>Effective 1st PP after Nov. 30, 2015</b>	<b>Start</b>	<b>520 h</b>	<b>1040 h</b>	<b>2080 h</b>	<b>3120 h</b>	<b>4160 h</b>	<b>5200 h</b>	<b>6240 h</b>
Store Clerk	\$12.18	\$12.42	\$12.66	\$13.15	\$13.65	\$14.14	\$14.61	\$15.91
Senior Clerk	\$13.41	\$13.76	\$14.14	\$14.86	\$15.59	\$16.33	\$17.06	\$18.78
<b>Effective 1st PP after Nov. 30, 2016 2% INCREASE</b>	<b>Start</b>	<b>520 h</b>	<b>1040 h</b>	<b>2080 h</b>	<b>3120 h</b>	<b>4160 h</b>	<b>5200 h</b>	<b>6240 h</b>
Store Clerk	\$12.42	\$12.67	\$12.91	\$13.41	\$13.92	\$14.42	\$14.90	\$16.23
Senior Clerk	\$13.68	\$14.04	\$14.42	\$15.16	\$15.90	\$16.66	\$17.40	\$19.16
<b>Effective 1st PP after Nov. 30, 2017 2% INCREASE</b>	<b>Start</b>	<b>520 h</b>	<b>1040 h</b>	<b>2080 h</b>	<b>3120 h</b>	<b>4160 h</b>	<b>5200 h</b>	<b>6240 h</b>
Store Clerk	\$12.67	\$12.92	\$13.17	\$13.68	\$14.20	\$14.71	\$15.20	\$16.55
Senior Clerk	\$13.95	\$14.32	\$14.71	\$15.46	\$16.22	\$16.99	\$17.75	\$19.54
<b>Effective 1st PP after Nov. 30, 2018 2% INCREASE</b>	<b>Start</b>	<b>520 h</b>	<b>1040 h</b>	<b>2080 h</b>	<b>3120 h</b>	<b>4160 h</b>	<b>5200 h</b>	<b>6240 h</b>
Store Clerk	\$12.92	\$13.18	\$13.43	\$13.95	\$14.48	\$15.00	\$15.50	\$16.88
Senior Clerk	\$14.23	\$14.61	\$15.00	\$15.77	\$16.54	\$17.33	\$18.11	\$19.93
<b>Effective 1st PP after Nov. 30, 2019 2% INCREASE</b>	<b>Start</b>	<b>520 h</b>	<b>1040 h</b>	<b>2080 h</b>	<b>3120 h</b>	<b>4160 h</b>	<b>5200 h</b>	<b>6240 h</b>
Store Clerk	\$13.18	\$13.44	\$13.70	\$14.23	\$14.77	\$15.30	\$15.81	\$17.22
Senior Clerk	\$14.51	\$14.90	\$15.30	\$16.09	\$16.87	\$17.68	\$18.47	\$20.33

### Signing Bonus

A \$100.00 signing bonus will be paid to employees on staff at date of ratification (March 23, 2017).

**LETTER OF UNDERSTANDING #1**

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**BETWEEN: HORNBY ISLAND CO-OPERATIVE ASSOCIATION**

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

**RE: Threshold Levels for Health & Welfare Plans - Section 8**

**Optional Benefits**

Medical Coverage .....	All Regular Employees	No minimum hour test
Dental Coverage .....	All Regular Employees	Test defined below
Long-Term Disability .	All Regular Employees	Test defined below
Group Life Insurance. ....	All Regular Employees	Test defined below
R.R.S.P.....	All Regular Employees	No minimum hour test

For Benefit Plan use only, a regular employee is defined as staff consistently working a **minimum of twenty-four (24) hours per week** of the normal workweek **for thirteen (13) consecutive weeks**.

Employees who have regularly worked three (3) seven-and-one-half (7.5) hour shifts per week for a period of six (6) consecutive months shall have their shifts increased to eight (8) hours each to allow them to qualify for benefits.

SIGNED THIS 7th DAY OF August, 1997.  
RENEWED AS REVISED THIS 7th DAY OF January, 2004.  
RENEWED THIS 24th DAY OF January, 2008.  
RENEWED THIS 20th DAY OF JULY, 2012.  
RENEWED THIS 22nd DAY OF MAY, 2014.

**RENEWED THIS 16th DAY OF MARCH, 2017.**

FOR THE UNION  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518

FOR THE EMPLOYER  
HORNBY ISLAND CO-OPERATIVE  
ASSOCIATION

---

Ivan Limpright  
President

---

Bob Casault  
General Manager

**LETTER OF UNDERSTANDING #2**

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**BETWEEN: HORNBY ISLAND CO-OPERATIVE ASSOCIATION**

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

**RE: Profit-Sharing Plan**

The Parties agree that a Profit-Sharing Plan will be provided to all employees that will be based upon the Co-operative Employee Manual.

The Parties further agree that the Hornby Island Co-operative Board will review the terms of the existing profit-sharing plan and amend it to be more effective before December 31, 1997.

SIGNED THIS 7th DAY OF August, 1997.

RENEWED THIS 7th DAY OF January, 2004.

RENEWED THIS 24th DAY OF January, 2008.

RENEWED THIS 20th DAY OF JULY, 2012.

RENEWED THIS 22nd DAY OF MAY, 2014

**RENEWED THIS 16th DAY OF MARCH, 2017.**

FOR THE UNION  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518

FOR THE EMPLOYER  
HORNBY ISLAND CO-OPERATIVE  
ASSOCIATION

---

Ivan Limpright  
President

---

Bob Casault  
General Manager

**LETTER OF UNDERSTANDING #3**

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**BETWEEN: HORNBY ISLAND CO-OPERATIVE ASSOCIATION**

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

**RE: Bargaining Unit Member Accepting a Management (Excluded) Position**

In the event a bargaining unit member accepts a management (excluded) position in the Co-operative, that employee shall be considered as having taken a leave of absence for up to **one (1) year**. During this period, no part of the collective agreement shall apply to this employee, with the exception of this Letter of Understanding. In the event the employee decides that they no longer wish to assume the management position, or **is demoted**, at any time during this **one (1) year** period they may, on one month's notice to the other party, return the employee to the bargaining unit in their former position with no loss or gain of seniority. It is understood that this step may require other employees to revert to another classification.

SIGNED THIS 5th DAY OF June, 2000.

RENEWED THIS 7th DAY OF January, 2004.

RENEWED THIS 24th DAY OF January, 2008.

RENEWED THIS 20th DAY OF JULY, 2012.

RENEWED THIS 22nd DAY OF MAY, 2014.

**RENEWED THIS 16th DAY OF MARCH, 2017.**

FOR THE UNION  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518

FOR THE EMPLOYER  
HORNBY ISLAND CO-OPERATIVE  
ASSOCIATION

---

Ivan Limpricht  
President

---

Bob Casault  
General Manager



**LETTER OF UNDERSTANDING #4**

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**BETWEEN: HORNBY ISLAND CO-OPERATIVE ASSOCIATION**

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

**RE: Flu Shots**

The Co-operative agrees to pay for the cost of flu shots for those employees who wish to obtain them.

SIGNED THIS 7th DAY OF January, 2004.

RENEWED THIS 24th DAY OF January, 2008.

RENEWED THIS 20th DAY OF JULY, 2012.

RENEWED THIS 22nd DAY OF MAY, 2014.

**RENEWED THIS 16th DAY OF MARCH, 2017.**

FOR THE UNION  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518

FOR THE EMPLOYER  
HORNBY ISLAND CO-OPERATIVE  
ASSOCIATION

---

Ivan Limpricht  
President

---

Bob Casault  
General Manager

## INDEX

### **A**

Arbitration .....20

### **B**

Bargaining Agency .....1  
Bargaining Unit Member Accepting a  
Management (Excluded) Position .....30  
Basic Workweek .....3  
Board of Arbitration.....20

### **C**

Cash Shortages .....9  
Clerks Work Clause .....2  
Compassionate Leave .....12  
Consecutive Day Limit .....6  
Credit for Previous Experience .....8

### **D**

Deemed Time Worked .....22  
Dental Plan .....11  
Department Closures .....18  
Discipline Interview .....22  
Drug and Alcohol Assistance Program .....22

### **E**

Educational Leave .....13  
Expiration and Renewal .....24  
Extended Health Benefits Plan .....11

### **F**

Flu Shots .....31

### **G**

Grievance Procedure .....19  
Grievances .....19  
Group Life Insurance .....11

### **H**

Harassment .....22  
Health and Welfare Plan .....11

### **I**

Intimidation .....21

### **J**

Job Vacancy Posting .....17  
Jury and Witness Duty Pay .....8

### **L**

Leaves of Absence .....10  
Leaves of Absence .....9  
Long-Term Disability .....11

### **M**

Maintenance of Benefits .....13  
Management's Rights .....19  
Maternity Leave .....12  
Meal Periods .....4  
Medical Plan .....26  
Medical Reports .....13  
Minimum Hours .....8

### **N**

Night Stocking .....7

### **O**

Optional Benefits .....28  
Overtime - Rest Period .....6  
Overtime Pay .....5

### **P**

Parental Leave .....13  
Paternity Leave .....13  
Pay in Lieu of Notice .....15  
Personnel File .....22  
Picket Lines .....21  
Posting of Schedules .....4  
Pregnancy Leave ..... See Maternity Leave  
Premium Costs .....11  
Profit-Sharing Plan .....29  
Provincial Conference .....23

### **R**

R.R.S.P. ....26  
R.R.S.P. Benefit .....11  
Racial and Sexual Harassment .....22  
Registered Retirement Savings Plan .....26  
Relief Rate .....7  
Requested Time Off (RTO) .....7  
Rest Periods .....5  
Restriction of Availability .....18  
Return to Work after Illness .....12

### **S**

Seniority .....15

Seniority List.....	16
Seniority List.....	18
Severance Pay .....	18
Shift Interval .....	6
Shop Steward.....	24
Shop Stewards Recognition.....	24
Sick Leave Benefits .....	11
Split Shifts .....	4
Staff Meetings.....	9
Statutory Holidays .....	3
Store Visits of Union Representatives.....	23

**T**

Take-A-Break .....	14
Threshold Levels for Health & Welfare Plans	28
Time Cards.....	5
Time Clocks.....	5
Time Off for Union Business .....	23

**U**

Union Business .....	23
Union Decal .....	21
Union Dues .....	2
Union Shop .....	1

**V**

Vacation Entitlement .....	9
Vacation Pay .....	9
Vacation Schedule .....	10
Vacations .....	9

**W**

Wage Schedule.....	7
Wage Schedule.....	27
Wages.....	7
Wearing Apparel .....	21