

COLLECTIVE AGREEMENT

Between

Mackenzie Consumer Co-operative

And

United Food and Commercial Workers, Local 1518

October 28, 2015 to November 2, 2019

Ratified by member vote: August 16, 2016



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MEMORANDUM OF AGREEMENT made this 16th day of August, 2016.

BY AND BETWEEN: **MACKENZIE CONSUMERS CO-OPERATIVE ASSOCIATION**, a body corporate carrying on business in Mackenzie, Province of British Columbia

(hereinafter referred to as the "EMPLOYER")

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

(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

The Co-operative recognizes the Union as the sole and exclusive collective bargaining agency for all employees in the present and future retail establishments owned and/or operated by the Co-operative in Mackenzie, B.C., with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement, except General Manager, Grocery Manager, and Meat Manager.

SECTION 2 – Union Shop

- (a) The Co-operative agrees to retain in their employ, with 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 non-members, 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 their responsibility in regard to Union membership and outlining the provisions of Section 7 (g) of this Agreement, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Union shall bear the expense of printing the 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 in the Bargaining Unit who have a full-time job with another Employer. The onus of bringing violations of this subsection to the attention of the Co-operative shall rest upon the Union.
- (d) The Union agrees that the employees should obtain membership in the Co-operative and maintain active membership.

SECTION 3 – Deduction of Union Dues

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 Union will supply an appropriate form to the Co-operative so that new employees, at the time of hire, will authorize Union dues deductions. 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-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

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, with the following exceptions:

- (1) Federated Co-operatives Limited Merchandise Supervisors.
- (2) Rack Jobbers.
- (3) Salespersons handling bakery specialties products (if merchandise is carried in the truck).

The term "Salespersons" handling bakery specialties products is meant to be similar in concept to the term "Rack Jobber" and covers such operators as Mrs. Willman's and Rotary Pies, but neither the term "Rack Jobber" nor the term "Salespersons" of bakery specialties products is considered to mean bread driver salespersons such as Weston's, Mother Hubbard's or Venice. However, it is permissible for Driver Salespersons of these companies to stock sweetgoods products such as butterhorns, cakes, doughnuts, etc., providing such products are carried with them in their trucks.

- (4) Demonstrators.
- (5) Special Personnel assisting prior to the store opening and during major store remodelling.

- (6) Salespersons employed in the building of special displays.

Special Promotions other than shelf or end displays may be built, designed and decorated by salespersons, provided that initial stocking and replenishing of merchandise shall be performed by employees of the Co-operative.

"Salespersons" for purposes of this Section shall mean persons other than employees of the Co-operative.

Salespersons or driver salesmen in the employ of Soft Drink Distributors may sort and pick up their company's returns in the course of their duties for their Employers.

- (7) Truck Drivers as per Letter of Understanding.

- (8) In addition to those exclusions set out under Section 13, the following exception shall also apply:

Employees of independent inventory firms who count the stock of the Co-operative as required.

Penalties for Violation of this Clause: When there is a violation of the clerks work clause in any one store, a written warning from the Union will be given to the Co-operative. In the case of a subsequent violation(s) within the twelve (12) months following such notice, the Co-operative will be subject to the payment of a two hundred dollar (\$200.00) fine. Effective on the date of the signing of the 1983/1985 Collective Agreement, where no violation occurs for a period of twelve (12) months following a written warning or from the date of the last fine, the Co-operative shall be entitled to another written warning from the Union.

Where the Co-operative has been fined, such fine is to be dispatched to William Mercer Limited who will notify the Union of receipt of such fine and the particulars in respect to which violation the fine was paid. William Mercer Limited will deposit the monies into the Retail Clerks Industry Pension Plan.

SECTION 5 – Basic Workweek - Accumulated Time Off - Statutory Holidays

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 basic workweek for full-time employees shall be forty (40) hours, consisting of five (5) eight (8) hour days.

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 forty (40) 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).

- i) The hours in excess of the basic workweek shall be offered by seniority and shall be voluntary.

- ii) If sufficient employees are not available, hours of work to the above maximum may be assigned by reverse seniority.
- iii) Work on the statutory holiday shall be paid at the appropriate statutory holiday rates.

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.

Accumulated Paid Time Off: (A.T.O.) Regular full-time employees shall accumulate paid time off at the rate of four (4) hours for each basic workweek completed. Basic workweeks shall be those described in this Subsection and shall also include time off due to jury duty and witness duty as set out in Section 6 (h), and funeral leave as set out in Section 9 (c), provided the employee has actual hours worked in the week.

Days off with pay as a result of accumulated paid time off shall, in the week in which they are taken, be considered as hours of that basic workweek.

Full-time employees shall accumulate the four (4) hours per week A.T.O. on all weeks of vacation if eligible.

When an employee has accumulated eight (8) hours, he or she shall receive a day off with pay scheduled by the Co-operative within the next four (4) weeks, such day to be combined with an employee's regular day off when it does not interfere with the operation of the store.

The plus/minus A.T.O. number may be altered by mutual agreement between the employee and the Co-operative

A.T.O. accumulation can vary to a maximum of plus or minus twenty (20) hours in employee A.T.O. bank.

Employees shall not be required to take an A.T.O. day if they are minus twenty (20) hours of A.T.O.

In situations involving pressing personal emergencies (for example, serious illness to an employee's child), the employee may request to use A.T.O., or in the event that the employee does not qualify for A.T.O., they may apply for Take-A-Break leave of absence. The Co-operative will not unreasonably deny such requests.

A.T.O. & Lateness: If an employee is chronically late and has been formally notified by management that further incidents of being late will result in loss of A.T.O., then A.T.O. may be cancelled for that week.

Sunday can be considered as a "regular day off" for purposes of combining days off.

An employee who terminates or is terminated, or reverts or is reverted from full-time to part-time status, or who is promoted out of the jurisdiction of the Union, shall receive payment for any hours of paid time off accumulation that they are entitled to at the time of their termination or promotion out of the jurisdiction of the Union.

For the purposes of this Section, a part-time employee who works forty (40) hours per week, including statutory holidays, for eight (8) consecutive weeks, exclusive of replacement hours, shall be entitled to receive accumulated paid time off as provided in this Section at the appropriate full-time rate of pay.

"Replacement hours" shall be those hours that an employee works or is assigned that would normally be worked by another employee were it not for the latter's absence due to illness, vacation, leave of absence, Workers' Compensation, Long Term Disability or other contractual absence. The employee shall be advised when they work or are assigned replacement hours.

In the event that an employee working more than thirty-six (36) hours per week for the required period alleges that they are being prevented from working forty (40) available hours, they may request an explanation from the General Manager concerned. If they are not satisfied with the explanation, the Union may lodge a grievance in accordance with Sections 16 and 17 to determine whether or not the employee should be working forty (40) hours per week.

Employees will be advised of their A.T.O. entitlement on a bi-weekly basis in writing, according to current or developed practices.

As per Letter of Understanding #7, A.T.O. entitlement is suspended for employees hired after date of ratification 2000.

- (b) Statutory Holidays: 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, employees shall receive the following statutory holiday pay:

For employees hired prior to ratification of the 1989 Collective Agreement, average hours worked in four (4) weeks preceding the week in which the holiday occurs:

Sixteen (16) but less than twenty (20)
- Four (4) hours pay for each holiday

Twenty (20) 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

For employees hired after ratification of the 1989 Collective Agreement, average hours worked in four (4) weeks preceding the week in which the holiday occurs:

Twenty (20) 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

For purposes of determining statutory holiday pay entitlement for full-time employees, all paid 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 paid 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.

If an employee is eligible for pay for a statutory holiday while on Long Term Disability benefits, Workers' Compensation or sick leave, it is understood and agreed that the maximum amount of pay that he will receive from such sources for any particular day shall not be more than one hundred percent (100%) of his normal daily pay.

Part-time employees shall be given the option of working four (4) days in a week in which there is a statutory holiday. The employee shall notify the Employer at the beginning of each year if they wish to work four (4) days. If sufficient employees are not available to work, 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.

(c) Posting of Schedules: Work schedules will not be used for disciplinary or discriminatory purposes.

1. Weekly work schedules for **all** employees shall be posted by Saturday, three (3) weeks in advance.
2. The Co-operative agrees to schedule, subject to the operational needs of the store, consecutive days off for all full-time employees and that wherever practical, the Co-operative shall also schedule A.T.O. days with consecutive days off.

Where it can be demonstrated by the Union that the scheduling of consecutive days off and A.T.O. can be accomplished, the Union and the Co-operative shall meet to determine a method of solution.

The Co-operative is required to make reasonable effort to advise individual employees of the changes to the work schedule once it has been posted.

All training hours shall be clearly shown on the schedule.

Part-Time Employees: Weekly work schedules for all employees should be posted by Saturday, three (3) 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 hours' notice of any change must be given or four (4) additional hours' pay given in lieu of notice.

It is understood that this clause does not apply to casual employees.

Students: Weekly work schedules for all employees should be posted by Saturday, three (3) weeks in advance. A student'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, a student must be notified on the day before of any change to their schedule or be given an additional two (2) hours' pay if the schedule is changed for a school day and four (4) hours' pay if the schedule is changed for a non-school day.

It is understood that if a penalty is paid under Section 5 (c), then no penalty shall be paid under Section 6 (e).

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, twenty-four (24) hours' 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.

Night Work Rotation: There shall be fair rotation of night work when the store is open for business insofar as this is practical for store operation. It is understood that students shall be excluded from this provision.

Requested Time Off: Employees requesting and who are granted R.T.O. 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 Co-operative to reduce the hours or days for any request made and granted after the posting of the work schedule.

Express Checkouts: Express checkout duties will be rotated so that no Clerk Cashier will be required to serve more than two (2) hours consecutively per day in such duties. A premium of time and one half (1½) shall be paid for all hours over three (3) hours per day spent in the express checkout. Employee to notify management when the three (3) hours are completed. Employee may finish order in progress without penalty applying.

- (d) **Meal Periods:** Meal periods shall be one (1) hour unless a lesser time is mutually agreed upon. Employees at lunch counters may be scheduled for a one half (½) hour meal period. 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 an 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.

- (e) Rest Periods: 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) 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.

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 breaks 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.

- (f) Time Cards and Time Clocks: 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. Where time clocks are required the time card will be used 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 (ball point pen acceptable). Where time sheets are used, a copy of the time sheet shall be forwarded weekly to the Union. Employees who fail to record all time worked in the manner required by this Subsection shall, upon complaint of the Union, be disciplined as follows:

1st violation

- one (1) week suspension without pay

2nd violation

- two (2) weeks suspension without pay

3rd violation

- termination of employment

Suspensions shall be implemented within forty-five (45) days of notification by the Union unless a longer period is mutually agreed upon between the Union and the Co-operative or in the event that the requested suspension becomes subject to the grievance procedure.

Any such dispute shall be subject to the grievance and arbitration Sections of this Agreement. Any employee terminated for the above reasons shall not be entitled to notice or pay in lieu of notice under Section 12 of this Agreement.

Management agrees to assume its full responsibility in seeing that all employees are compensated for all time worked. Management personnel who deliberately violate this provision shall be disciplined by the Co-operative.

- (g) Overtime Pay: All time worked in excess of the basic workweek, as defined in paragraphs (a) and (b), or the regular working day scheduled by the Co-operative, 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 pay. A part-time employee working on more than five (5) days in one (1) week shall be paid at the rate of time and one half (1½) for work performed on the sixth (6th) day. Time worked after 6:30 p.m. on Christmas Eve and New Year's Eve shall be paid for at double time.

All hours worked over ten (10) in any one (1) day shall be paid at double the basic rate.

All hours worked over forty-eight (48) in any one (1) week shall be paid at double the basic rate.

It is agreed that no one will be paid more than one (1) overtime premium for any overtime hours worked.

When required to work overtime, an employee may decline if they have 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 - Lunch Money: If an employee is required to work more than one (1) hour but not more than two (2) hours overtime, they will be given a fifteen (15) minute paid rest period.

If an employee is required to work more than two (2) hours overtime, they will be given the same fifteen (15) minute paid rest period mentioned in the above paragraph and in addition receive a five dollar (\$5.00) meal allowance.

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) Sunday Work: For employees hired before ratification of the 1989 Collective Agreement, all work performed on Sunday shall be paid at straight time rates plus a premium of one dollar and sixty cents (\$1.60) per hour (eighty cents [80¢] for each full half hour worked). Service Clerks shall receive a premium of one dollar (\$1.00) per hour (fifty cents [50¢] per half hour).

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.

- (1) Work on Sunday shall be voluntary.
- (2) Sunday work shall be considered as "available hours" as set out in Section 13 (d), and shall be offered according to seniority.

- (3) Employees shall notify management at the beginning of each two (2) month period of their availability to work on Sundays.
 - (4) 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.
 - (5) Notwithstanding the foregoing, it is understood that the Co-operative may require "key personnel" to work on Sundays.
- (i) Employees hired prior to ratification of the 1989 Collective Agreement who are required to work between the hours of 6:00 p.m. and 8:00 a.m. of the following day shall receive a differential at the rate of one dollar (\$1.00) per hour (fifty cents [50¢] for each full half-hour worked) in addition to their regular hourly rate. It is agreed that an employee commencing a shift at 7:00 a.m. or between 7:00 and 8:00 a.m. shall not be entitled to this differential between 7:00 a.m. and 8:00 a.m. During hours that the store is open to the public, this differential shall not apply to employees on the student rate and part-time employees who work less than sixteen (16) hours during that week.

Premium pay for night work shall not be added to an employee's rate of pay for the purpose of computing overtime pay.

- (j) Shift Interval: 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.
- (k) Consecutive Day Limit: No employee shall be required to work more than six (6) consecutive days. It is understood that there will not be any "available hours" claim, involving a seventh (7th) or subsequent days of work.
- (l) Night Stocking: 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 not a premium rate clerk, assistant manager or management personnel in charge, the person in charge shall not be compensated at less than the Lead Hand rate which shall be forty-five cents (45¢) per hour over the employee's regular rate.

The following rules shall apply to night stocking:

- (1) Night stocking shifts shall commence at 12:01 a.m. five (5) nights per week except as hereinafter provided.
- (2) As an alternative to point number (1) above, one 12:01 a.m. shift may be worked on any night of the week with the remaining shifts falling within the time outlined in point number (3).
- (3) Shifts not commencing at 12:01 a.m. shall start on or after 5:00 a.m. and shall end before 12:00 p.m.
- (4) An employee's shift during one (1) week shall fall within the same eighteen (18) hour span.

- (5) Employees regularly assigned to stocking shifts while the store is closed for business shall be rotated to a shift every two (2) months which does not involve regular night stocking unless otherwise mutually agreed in writing between the employee and the Co-operative (a copy to be sent to the Union). If this is not practically possible in certain stores, the Co-operative and the Union representative will discuss alternatives that may provide a fair rotation system.

The above shall be subject to emergencies as defined in Section 5 (c) of this Agreement.

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

SECTION 6 – Wages

- (a) The Co-operative agrees to pay all persons covered by the terms of this Agreement not less than the schedule of wages in Appendix A during such time as this Agreement is in force, effective on dates as shown, and provided that if an employee is receiving a wage rate or premium rate for night work which is in excess of the rates herein contained, such wage rates or premium rate for night work shall not be reduced by reason of the signing of this Agreement.

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

**SCHEDULE OF HOURS FOR DETERMINING RATE INCREASES
FOR PART-TIME AND FULL-TIME* EMPLOYEES**

173 1/3 hours	-	1 month	1213 1/3 hours	-	7 months
346 2/3 hours	-	2 months	1386 2/3 hours	-	8 months
520 hours	-	3 months	1560 hours	-	9 months
693 1/3 hours	-	4 months	1733 1/3 hours	-	10 months
866 2/3 hours	-	5 months	1906 2/3 hours	-	11 months
1040 hours	-	6 months	2080 hours	-	12 months

* IN THE ACCUMULATION OF HOURS BY FULL-TIME EMPLOYEES FOR RATE INCREASES, HOURS TAKEN ON A.T.O. WILL BE ADDED TO HOURS ACTUALLY WORKED.

- (b) Service Clerks with over one (1) calendar year of service who transfer to other classifications, as provided in Section 13, shall receive credit for three (3) months' experience in that classification.
- (c) Produce and Assistant Managers will be paid the Produce or Assistant Manager's rate in stores where there are three hundred (300) hours per week or more worked in the Grocery (includes produce) Department for a period of four (4) consecutive weeks. The rate need not be paid after the hour requirement is not met in a four (4) consecutive week period until such time as the hour qualifications are again met.

- (d) An employee relieving a Produce Manager or Assistant Manager who is absent for **three (3)** or more full shifts (8 hours) shall be paid for such relief work for all time so employed at the Produce Manager's or Assistant Manager's rate established in this Agreement.
- (e) Minimum Hours: 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 their 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 their services are not required shall receive two (2) hours pay.

- (f) For the purpose of computing rates of pay for part-time employees, one hundred seventy-three and one third (173 1/3) hours shall mean one (1) month of service.
- (g) Credit For Previous Experience: All employees shall be classified according to previous comparable experience. No previous experience will be considered unless it has been stated by the employee on their application for employment form. (This provision shall not apply where employees fail to indicate their previous comparable experience by agreement with management.) New employees having previous comparable experience may be paid at a lower scale of wage than their claimed experience calls for but not less than the minimum rate established by this Agreement for an evaluation period not to exceed forty-five (45) days from the date of employment, providing that if the employee's services are retained, then after the forty-five (45) day period they shall receive any difference between the evaluation rate paid and the rate for which their experience qualifies them retroactive to the date their employment started, and shall receive written notification showing the credit granted for previous experience. It shall be optional for the Co-operative to grant credit to those employees who are claiming previous experience if such employees have been out of the industry five (5) years or more.

In the event of any disagreement as to the credit granted for previous experience, such disagreement shall be considered a grievance and the grievance procedure provided in this Agreement shall apply. Providing that the Co-operative has:

- (1) Provided the employee with the "New Employee" letter provided for in Section 2 (b) of this Agreement not later than two (2) weeks from the date of employment, and
 - (2) Provided the employee with the written notification showing credit granted for previous experience within the forty-five (45) day period required by this Section, and
 - (3) Provided the Union with a copy of the letter showing credit granted for previous experience within the same period, then no consideration will be given to any disagreement pertaining to credit for previous experience if presented later than sixty (60) days from the date of employment.
- (h) Jury and Witness Duty Pay: An employee summoned to Jury Duty or Witness Duty, where subpoenaed in a court of law, 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 on Jury or Witness 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 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.

- (i) Staff Meetings: Staff meetings, whether in the store or off the premises, shall be considered as time worked and paid for accordingly, 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.
- (j) 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.
- (k) Equal Pay for Equal Work: The Co-operative shall not discriminate between male and female employees by paying a female employee at a rate of pay less than the rate of pay paid to a male employee, or vice versa, for the same work performed in the same establishment.

A difference in the rate of pay between a female and a male employee based on any factor other than sex does not constitute a failure to comply with this provision.

- (l) Cash Shortages: No employee may be required to make up cash register shortages unless they are 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, except as specified below.

No employee may be required to make up register shortages when management exercises the right to open the register during the employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits.

No employee shall be held responsible for cash shortages unless they have exclusive access to their cash.

- (m) Learning Prices: Learning prices shall be included in the employee's daily work schedule and shall be paid for in accordance with the terms of the Collective Agreement.

SECTION 7 – Vacations with Pay - Leaves of Absence

- (a) A "year of service" for purposes of paid vacation shall mean one thousand seven hundred (1,700) hours of actual work with the Co-operative within a calendar year, provided, however, that all time absent on paid vacation and paid statutory holidays, and time lost 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 considered as time worked. Should an employee

fail to meet the one thousand four hundred and fifty (1,450) hour test or the one thousand seven hundred (1,700) hours test for vacation eligibility because of the Leave of Absence provisions in the Collective Agreement (i.e.: T.A.B., Education Leave, One Year Leave, etc.), the year will be removed from the calculation of continuous years. This will bridge the prior continuous years of service for vacation purposes with the subsequent year(s) of service. This shall apply to leaves of one (1) year or less unless otherwise mutually agreed to by the Co-operative or employees. All years that an employee restricts their hours shall be removed from the calculation of continuous years of service for the purposes of vacation.

(Note: An employee absent due to sickness or accident in excess of thirty-nine (39) consecutive weeks shall earn "time" only as it relates to Subsection [e]).

"Years of Service" shall also be deemed to include any period which an employee served in the armed forces, provided that they were an employee of the Co-operative immediately prior to joining the armed services and resumed employment with the Co-operative immediately following their discharge. For purposes of paid vacation where the services of an employee are retained by a purchaser of the business, their services shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser.

- (b) Two (2) weeks of an employee's paid vacation shall be consecutive and given during the regular vacation period May 1st to October 30th. This can be varied if mutually agreeable to the employee and the Co-operative. Employees entitled to four (4) weeks or more paid vacation shall receive an additional two (2) weeks consecutively unless the employee and the Co-operative mutually agree otherwise. Vacations must be taken in units of not less than one (1) week.

Vacations in excess of two (2) weeks are to be scheduled between November 1st and May 1st and at a time requested by the employee, provided three (3) months prior notice has been given by the employee. If more than two (2) employees from the same store request vacations for the same time, seniority shall govern. These vacations may be scheduled between May 1st and October 30th by mutual agreement. The foregoing shall not apply to the month of December except where vacations are arranged by mutual agreement.

- (c) Where an employee has worked throughout a calendar year for the same Co-operative, but for less than one thousand, seven hundred (1,700) hours of that calendar year so that they have not earned an annual holiday, and where their employment with the Co-operative has not terminated, the Co-operative shall, in lieu of an annual holiday, pay to the employee, notwithstanding that they have not earned an annual holiday, an amount equal to four percent (4%) of the employee's total wages and salary earned from that Co-operative during the calendar year.

The pay to which an employee is entitled pursuant to this Subsection shall be paid to the employee in one of two ways, either

- (1) not later than March 15th covering the period ending December 31st of the previous year, or
- (2) within two (2) weeks of the employee's anniversary date for the previous work year.

Choice of either of the above alternatives will be made by each Co-operative and all employees of any Co-operative covered under this Section shall be paid in a like manner. Each Co-operative will inform the Union of the method to be used. Vacation pay shall be paid separately from regular hours, by separate deposit.

(d) When a statutory holiday occurs during an employee's vacation an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had they been working. Where an employee receives three (3) or more weeks vacation with pay and a statutory holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the Co-operative, an extra day's vacation with pay will interfere with vacation schedules or hamper operations.

(e) The following vacation schedule shall apply:

Employees with one (1) year of service but less than three (3) consecutive "years of service" shall receive two (2) weeks vacation with pay annually.

Employees with three (3) or more consecutive "years of service" shall receive three (3) weeks vacation with pay annually.

Employees with eight (8) or more consecutive "years of service" shall receive four (4) weeks vacation with pay annually.

Employees with thirteen (13) or more consecutive "years of service" shall receive five (5) weeks vacation with pay annually.

Employees with eighteen (18) or more consecutive "years of service" shall receive six (6) weeks vacation with pay annually.

Employees with twenty-three (23) or more consecutive "years of service" shall receive seven (7) weeks vacation with pay annually. *(Does not apply to employees hired after date of ratification 2000.)

Vacation pay for vacation provided in Subsection (e) of this Section shall be computed on the basis of forty (40) hours pay or two percent (2%) of the employee's earnings for the employee's calendar year prior to leaving on vacation, whichever is the highest, for each week of paid vacation to which the employee is entitled. Employees must take vacation to which they are entitled and cannot receive pay in lieu of vacation, except as hereinafter provided.

Employees who accumulate vacation credits 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 vacations are subject to the operation needs of the Co-operative. Payment for such vacation time shall be made as part of the normal payroll process.

(f) Employees who work a minimum of one thousand four hundred fifty (1,450) hours in each calendar year for three (3) consecutive years but who do not otherwise qualify for three (3) weeks vacation with pay, shall be entitled each year in which they qualify to six percent (6%) of their current year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof.

Employees who work a minimum of one thousand four hundred fifty (1,450) hours in each calendar year for eight (8) or more consecutive years but who do not otherwise qualify for four (4) weeks vacation with pay, shall be entitled each year in which they qualify to eight percent (8%) of their current year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof. Paid statutory holidays and vacations are considered as time worked.

- (g) Employees whose employment is terminated or if they terminate and give two (2) weeks notice in writing to the Co-operative, shall receive all earned vacation pay, or applicable percentage of earnings, whichever is higher, less any paid vacation taken plus the applicable percentage of earnings for any period since the employee's last anniversary date and date of termination.

Earned vacation pay shall mean vacation earned in accordance with Subsections (a) and (e) of this Section prior to the employee's last anniversary date.

Employees terminating their employment without the above notice shall receive no more than four percent (4%) of earnings for vacations earned plus four percent (4%) of earnings for any period since the employee's last anniversary date and date of termination.

- (h) Part-time employees who have worked less than one thousand, seven hundred (1,700) hours in the previous year but who have worked an average of twenty-four (24) or more hours per week, shall be entitled to two (2) weeks vacation without pay. It is understood that such employees must advise the Co-operative by February 1st if they want vacations that year. The time of vacation is to be mutually agreed upon. Time spent on such vacation shall be counted as time worked for purposes of qualifying for benefits under Section 8.
- (i) Any employee commencing employment between October 1st and December 31st shall be entitled to receive five (5) days leave of absence the following year during the vacation period.
- (j) Vacation Scheduling: Vacation schedule to be completed April 15th for that year. The vacation schedule is to be posted until all employees have taken all of their weeks of vacation. Vacation schedules, once approved by the Co-operative, shall not be changed except by mutual agreement between the employee and the Co-operative. Seniority shall apply in preference for vacations within a store. In cases where transfers of personnel into a store make the foregoing inoperable, the fairest alternate procedure shall be adopted.

The Co-operative shall post a list, not later than January 15th, for that calendar year, indicating all employees' vacation entitlement in weeks and percentage of vacation pay each employee is entitled to for that year.

Vacation entitlement for all part-time employees to be posted as weeks and percentage entitlement (not as Leave of Absence).

Upon request, wherever possible, the Co-operative will schedule full-time employees the first day of the week after vacation as a day off. Furthermore, the employee's starting time for the first shift upon returning from paid vacation shall be written on the schedule prior to leaving on vacation.

- (k) Vacation Maintenance:
(1) Vacation entitlement is to be maintained for full-time or part-time employees whose hours are reduced, either by themselves or the Co-operative. Such entitlement shall be

to a maximum of ten percent (10%). Time off entitlement will be in accordance with the percentage entitlement.

(2) Maternity leave shall count for vacation purposes. Leaves of absence for union business relating to conventions and in the case of work in the union office shall count for the purposes of vacations for a period of twelve (12) months.

(l) Leaves of Absence: 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.

(m) Take-A-Break Leave of Absence: Employees are entitled to apply for a Take-A-Break 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. Application for such leaves must be in writing and are subject to the approval of the General Manager. Every effort should be made to provide as much notice as possible. **Applications will be made at least two (2) weeks prior to the start of the requested leave.**

2. Requests for Take-A-Break (T.A.B.) leave of absence will be granted to all employees provided there is another available employee in the store who is capable of doing the work required.

3. The Co-operative shall maintain Health and Welfare coverage for full-time employees during T.A.B. up to a maximum of eight (8) weeks per calendar year but not in excess of two (2) calendar weeks per calendar quarter.

4. **Scheduled vacation time shall take precedence over the granting of Take-A-Break leave of absence.**

(n) Educational Leave: Employees with three (3) 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 (1) employee per store at any one time shall be eligible for educational leave. In stores with more than forty (40) employees, two (2) people per store will be entitled to educational leave.

(2) Written application for the leave shall be coordinated through the Human Resources Department. 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 in the food business. (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 off 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 self-pay their pre-leave benefit status for M.S.P., E.H.B., H.E.P. 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.

SECTION 8 – Health and Welfare Plan

The Co-operative shall make available the following or similar benefits as mutually agreed between the Co-operative and the Union to eligible regular full-time employees (as defined below).

The cost of the premiums under Subsections (a), (b) and (c) below shall be paid one hundred percent (100%) by the Co-operative.

An eligible full-time employee shall be one who has three (3) consecutive months current employment at the effective date of the plan. A regular full-time employee who does not have three (3) months current consecutive full-time service at the effective date of the plan, or a new employee, shall be eligible the day following the date their current consecutive full-time service reaches three (3) months.

A regular full-time employee reduced to part-time shall continue to be eligible to participate in the plan. Full-time employees reducing to below thirty-two (32) hours per week shall receive proportionate Long Term Disability benefits.

Employees shall return completed enrollment forms as soon as possible. The Co-operative will only offer benefits after first eligibility test is met. If refused at that time by the employee, further testing is not required. If an employee later wants coverage, it is their responsibility to make application to the Co-operative. If they are eligible for coverage, the same rules regarding late enrollment as apply to full-time staff may be imposed.

The Co-operative shall also make available the benefits to employees (except students) who work an average of thirty-two (32) hours per week for a period of three (3) consecutive months. Such employees shall receive the same benefits as set out for full-time employees in this Section of the

Agreement. The employee must fail to meet the above hour requirement for a period of three-(3)-consecutive months from the time they first fail to meet it before they are disqualified.

The Co-operative shall also make available:

Medical Services Plan (M.S.P.)

Extended Health Benefit (E.H.B.)

Hearing Aid, Eyeglass, Prescription Drug Plan (H.E.P.)

to employees (except students) who work an average of twenty-four (24) hours per week for a period of three (3) consecutive months. Such employees shall receive these benefits as described for full-time employees in this Section of the Agreement. The employee must fail to meet the above hour requirement for a period of three (3) consecutive months from the time they first fail to meet it before they are disqualified.

New employees who are covered by the B.C. Medical Services Plan at the date of their employment can elect to maintain their continuity of coverage to be paid as defined above.

Enrollment of group benefits shall be compulsory at the option of the Co-operative. The Co-operative, at their option, may require all enrollment cards to be signed within three (3) months from the date that regular full-time employment commenced.

If, under exceptional circumstances, an employee does not sign an enrollment card within three (3) months of employment, they may be allowed a further month of grace at the option of the Co-operative. A period of grace longer than one (1) month may be allowed by the Co-operative, but in such cases a medical examination at the employee's own expense shall be compulsory and a three (3) month penalty period may be imposed.

- (a) Medical Benefits: The B.C. Medical Services Plan. In addition, the M.S.A. Extended Health Plan or its equivalent on the basis of a twenty-five dollar (\$25.00) maximum of eligible medical expenses to be paid by the employee. It is understood that Extended Health Benefits shall be made available to female employees who are covered under their husbands' B.C. Medical Services Plan or similar coverage, provided the female employee is otherwise eligible.

Dependent coverage shall be available under the Medical Plan. A dependent shall be as defined under the B.C. Medical Services Plan or as may be mutually agreed. Employees may elect to have their spouse and children covered under the B.C. Medical Services Plan unless the spouse is covered separately.

- (b) Eyeglass, Drug and Hearing Aid Plan: A Plan will be established providing the following benefits to full-time employees and employees (except students) who work an average of twenty-four (24) hours per week for a period of three (3) consecutive months (as set out in this Section):
- (1) Prepaid Drug Plan with no deductible.
 - (2) Eyeglasses, lenses and frames, to a maximum of two hundred dollars (\$200.00) in any twenty-four consecutive month period per covered person. Effective July 1, 1994,

eyeglasses, lenses and frames, to a maximum of one hundred and seventy-five dollars (\$175.00) every year per person.

- (3) Hearing Aids to a lifetime maximum of five hundred dollars (\$500.00) per covered person.
- (4) It is understood all employees' dependents shall be covered by the above welfare plan. Eligible dependents shall be wife, husband, and a covered employee's unmarried children under the age of nineteen (19) years of age, provided such child is not engaging in any business or occupation or performing any work for compensation or profit on a full-time basis, and/or under the age of twenty-five (25) if in full-time attendance at an accredited university or similar institution.

It is understood that the current Extended Health Care policy provides that an employee's unmarried children over seven (7) days and under the age of nineteen (19) years are covered. The seven (7) day restriction will end January 1, 2001.

- (c) Group Insurance and Long-Term Disability Benefits: The Co-operative agrees to provide Group Insurance and Long Term Disability benefits as outlined in Option III of "Plan B" as provided by the Co-operative Life Insurance Company.

Upon recuperation from an accident or illness, an employee will give the Co-operative as much notice as possible of his intention to return to work.

If an employee cannot work due to illness and their L.T.D. benefit is about to lapse, they shall have the right to continued coverage for life insurance by paying the full premium.

All employees who are not qualified to receive coverage under this Section shall be entitled to be covered but shall pay the full amount of the premium by payroll deduction.

Where an employee submits a claim to the Workers' Compensation Board which would, were it not for the existence of Workers' Compensation, entitle the employee to L.T.D. benefits under this Section and such claim is disputed or delayed by the Workers' Compensation Board, the employee may submit a claim for L.T.D. benefits. If the Workers' Compensation Board later accepts responsibility for the payment of such disputed or delayed claim, then L.T.D. benefits received are to be reimbursed to the Co-operative upon receipt of payment from the Workers' Compensation Board.

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

- (a) Regular full-time employees shall accumulate credits at the rate of eight (8) hours for each full month of employment, up to a maximum of six hundred and fifty-six (656) hours credit. Credits shall commence to accumulate from date of full-time employment but can only be applied after completion of a three-month full-time employment eligibility period. Effective December 1, 1982, the maximum amount of accumulation shall be increased to seven hundred and fifty-two (752) hours.

All paid time off such as statutory holidays, vacations, sickness, Accumulated Time Off, etc. will be counted for purposes of determining a full month of employment.

Part-time employees who work an average of thirty-six (36) hours per week for thirteen (13) consecutive weeks will accumulate credits at the rate of eight (8) hours for each full month of employment, including any absence from work for which compensation is received under the terms of the Collective Agreement, up to a maximum of six hundred fifty-six (656) hours credit. Effective December 1, 1982, the maximum amount of accumulation shall be increased to seven hundred fifty-two (752) hours.

It is agreed that accumulated sick leave information will be made available to employees on a monthly basis. The procedures to be used will be discussed with each Co-operative individually.

If an employee fails to meet the above hour requirement for a period of thirteen (13) consecutive weeks from the time they first fail to meet it, such an employee shall be disqualified. However, such disqualified employees shall retain their "bank" of accumulated sick leave credits and may use such credits until the credits are exhausted. Sick pay in such cases shall be applied only to absences on the employee's regularly scheduled workdays.

The Co-operative shall apply any accumulated sick leave to absences due to sickness or non-compensable accident not covered by Insured Weekly Indemnity benefits (or similar benefits), and shall supplement Weekly Indemnity Benefits (or similar benefits) at the employee's request in writing, but not to exceed the employee's normal earnings.

An employee, having accumulated sick leave benefits and who is reduced to less than thirty-six (36) hours per week, will be paid sick leave to the extent of such accumulation for actual time off the job, due to illness, not covered by L.T.D.

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.

Employees who retire on pension or who voluntarily terminate their employment with the Co-operative, or who are permanently laid off from their employment with the Co-operative, shall upon termination or retirement be paid fifty percent (50%) of any sick leave accumulation they may have to their credit.

Employees will be allowed to access sixteen (16) hours of sick leave per calendar year to deal with medical emergencies or direct family illness involving their children, spouse or parents.

Return to Work After Illness: After absence due to illness or injury, the employee must be returned to their job when capable of performing his or her duties.

- (b) Workers' Compensation Supplement: Where a regular full-time employee is qualified for Workers' Compensation, the Co-operative shall make up the difference between the

employee's regular straight time earnings at their regular hourly rate of pay and what they receive from the Workers' Compensation Board for the first three (3) scheduled working days of absence from the job. This is to be taken out of the sick leave credits of the employee if such credits exist. Otherwise, the Co-operative shall pay this amount. Thereafter, the Co-operative shall make up the difference between seventy-five percent (75%) of the employee's straight time earnings based on their regular hourly rate of pay and what they receive from the Workers' Compensation Board for a period of up to thirteen (13) weeks from the first (1st) day of absence due to injury on the job.

In the event the Workers' Compensation Board challenges initial coverage or, after going on W.C.B. 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, the Co-operative will pay the Workers' Compensation Board portion and an amount equal to the difference between seventy-five percent (75%) of the employee's straight time earnings and the Workers' Compensation Board portion for a period up to thirteen (13) weeks as an advance until the matter is decided. If the claim is later allowed by the Workers' Compensation Board, the Co-operative will be refunded that portion of the advance paid by the Workers' Compensation Board either directly from the Board, or if not possible, from the employee. At the Co-operative's option the employee will pursue the appeals procedure under the Workers' Compensation Board.

- (c) Funeral Leave: In the event of death in the immediate family of an employee, the employee will be granted **three (3)** days leave of absence with pay. Employees shall be entitled to one (1) week additional unpaid leave if the death or funeral is more than 500km from Mackenzie. The term "immediate family" shall mean spouse, parent, step-parent, child, step-child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, grandfather, grandparent of spouse, grandchild or any relative living in the household of the employee.

Notwithstanding the foregoing, if the death is a case of spouse, father, mother, child, the employee shall be entitled to one (1) week leave of absence with pay. It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks.

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

An employee's day off will not be used to circumvent Funeral Leave provisions. This leave may be extended with the agreement of the Employer by using vacation time, A.T.O., R.T.O. or T.A.B.

- (d) Maternity Leave: An employee who is pregnant shall be given leave of absence without loss of seniority or other privileges from 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).

An employee may request a further additional leave of absence for a specified period of time not to exceed thirty-four (34) weeks. All such requests must be submitted in writing at least two (2) weeks prior to their return to work date. The request must specify the length of the

extension and the revised date the employee will be available to return to work. The length of the extension can be modified by mutual consent. Employees will not accrue any benefits (except as specified for the eighteen (18) weeks under the Employment Standards Act) while they are on an extension of maternity leave.

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.

By request in writing, maternity leave of up to six (6) weeks will be granted on the adoption of preschool children. This may be extended by mutual agreement for an additional leave of absence not to exceed twelve (12) weeks.

Prior to the commencement of any leave of absence (extension) the employee will be allowed to self-pay their preleave benefit status for M.S.P., E.H.B., H.E.P. and Life Insurance.

- (e) Paternity Leave: 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.
- (f) The Co-operative agrees to pay the fee for medical reports required by the Co-operative for sick leave or Weekly Indemnity provisions to a maximum of thirty-five dollars (\$35.00).
- (g) The Co-operative agrees to maintain the full cost of Health and Welfare premiums when an employee is absent on L.T.D. or Workers' Compensation claims or on sick leave to a maximum of six (6) months. The employee shall reimburse the Co-operative for the employee portion of such payments upon their return to work or, if unable to return to work, within such reasonable time as agreed between the Co-operative and the employee.
- (h) Workers' Compensation Rehabilitation Benefit Maintenance
 - 1. Rehabilitation Program: Where an employee on Group Insurance, L.T.D., or W.C.B. benefits is disabled from performing his/her usual job, but may be able to perform other jobs covered by this Agreement, the Union and the Co-operative agree to cooperate to facilitate a change in classifications or jobs.

The Co-operative and the Union mutually agree to cooperate with the Workers' Compensation Board or any other agency in efforts to rehabilitate an injured worker. Where reentry into the Bargaining Unit is not possible because of permanent disability, the Parties agree to cooperate to retrain an injured worker.
 - 2. W.C.B. Rehab Program: In the Case of employees on a W.C.B. rehabilitation program covered by Section 9 (h) (1), the Co-operative agrees to maintain benefits for the term of rehabilitation at the level existing at the date of injury to a maximum of a three (3) month period in addition to the six (6) months set out above in Section 9 (g). At the end of this maintenance period, benefits shall be determined by hours worked. This benefit maintenance shall not apply to an employee who is being retrained for a job outside any of the contract Bargaining Units.
- (i) In addition to the above sick leave benefits, all employees will be entitled to five (5) unpaid Family Responsibility Leave days per calendar year.

SECTION 10 – Retail Clerks Dental Plan

The Co-operative agrees with the Union, along with other employers who have similar agreements with the Union, to establish a Retail Clerks Dental Plan, such plan to be an incentive plan unless this later proves inoperable. This Plan will cover members of the Union employed by those Co-operatives, and the dependents of such members, in accordance with the eligibility provisions adopted by the Trustees. The Plan may also cover such other persons in the industry and their dependents on whose behalf contributions have been made and who are approved by the Trustees.

There shall be a Board of Trustees made up of three (3) persons appointed by the Co-operatives who are signatory to the Agreement and three (3) persons appointed by the Union. The Trustees shall appoint a Chairman, and if the Trustees are unable to agree on the selection of a Chairman they shall request the Supreme Court of British Columbia to appoint such person from among their number.

The Co-operative agrees to make contributions to the fund of sixty-four cents (64¢) per hour for each straight time hour of actual work by all employees within the Bargaining Unit of this Collective Agreement, including hours worked on Sunday if such hours are part of the basic workweek of an employee. Such contributions shall not exceed twenty-five dollars and sixty cents (\$25.60) per week for any one employee. If it is determined by actuarial advice that different contributions are required to maintain benefits under the Plan, then the contributions shall be changed in amounts and on dates determined by such actuarial advice.

Contributions, along with a list of employees for whom they have been made and the amount of the weekly contribution for each employee, shall be forwarded by the Co-operative to the Trust Company or a financial institution, and subsequently to the Retail Clerks Dental Plan as established, and shall do so not later than twenty-one (21) days after the close of the Co-operative's four or five week accounting period. The Co-operative agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated herein.

The Trustees shall meet and shall decide on the type and form of the Retail Clerks Dental Plan and shall employ counsel or consultants as they may deem necessary and advisable.

It is agreed that in the event the Government of Canada or the Province of British Columbia provide a noncontributory dental care plan with similar benefits, the Co-operative's obligations to continue contributions to the Retail Clerks Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Retail Clerks Dental Plan and the Co-operative's contribution in respect to the cost of these benefits shall cease.

SECTION 11 – Retail Clerks Industry Pension Plan

The Employer agrees to contribute six percent (6.0%) of all earnings, less taxable benefits, on behalf of each employee covered by this Agreement.

The contributions shall be accompanied by a written statement showing the hours paid for each employee. In addition, the Co-operative agrees to pay interest on all such contributions which are not postmarked or deposited within thirty (30) days of the last day of the contribution period at the Bank of Canada Prime Rate as in effect on January 1st and July 1st of each year, from the last day of the period. Each contribution period shall comprise not less than four (4) nor more than five (5) weeks.

The Co-operative and the Union agree to the original method of selection of Co-operative and Union Trustees to administer the plan. It is agreed that the terms of the plan and its administration shall be

entirely the responsibility of these original Trustees or their valid replacements, provided that the plan is administered consistently with this Collective Agreement, subject to any applicable government law or regulation and with the intention of meeting all of the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the Co-operative and the Union agree to be bound by the actions taken by the Co-operative and Union Trustees under the plan.

Employees on long-term disability benefit shall receive pension credits.

SECTION 12 – Notice or Pay in Lieu of Notice

- (a) Commencing after one hundred and twenty (120) calendar days from date of employment, full-time employees when terminated by the Co-operative, unless guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave unless having a bona fide reason for such absence, shall receive notice in writing or pay in lieu of notice as follows:

After first one hundred and twenty (120) calendar days up to two (2) years of continuous service, one (1) week's notice in writing or one (1) week's wages in lieu thereof.

From two (2) years up to five (5) years continuous service, two (2) weeks' notice in writing or two (2) weeks' wages in lieu thereof.

More than five (5) years continuous service, four (4) weeks' notice in writing or four (4) weeks' wages in lieu thereof.

In the event the *Employment Standards Act* provisions concerning "Notice or Pay in Lieu of Notice" exceed those herein, the statutory provisions shall apply.

- (b) This Section shall not invalidate an employee's right to process their termination and to be reinstated as set out in Section 16, providing the employee has been employed by the Co-operative one hundred and twenty (120) calendar days or more.
- (c) The Co-operative agrees to give full-time 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.
- (d) 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.
- (e) A copy of notice of dismissal or layoff of full-time employees who have been employed more than one hundred and twenty (120) calendar days shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

SECTION 13 – Seniority

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

- (b) For clarification, continuous service shall include all leaves of absence from work pursuant to the Collective Agreement, i.e.: vacations, accident/illness, leaves of absence, etc.

Employees shall retain and continue to accrue seniority during such absences except as specified in Section 7 (n) and Section 13 (f) Student Seniority.

- (c) Full-time Employee: A full-time employee, for purposes of seniority, shall mean an employee who has worked an average of at least thirty-six (36) hours per week during a thirteen (13) consecutive week period in the Bargaining Unit in the area covered by the Collective Agreement. Paid time off will be considered as hours worked, as well as absence due to sickness or accident, but limited to hours the employee would have been scheduled to work.
- (d) Layoff and Recall: Length of continuous employment with the Co-operative shall govern in cases of layoffs and recall, provided the employee has the ability to perform the work required. Employees shall be recalled by classification as required. The foregoing shall not apply to:
- (1) Assistant Manager (not more than two (2)) and Produce Manager, and
 - (2) 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 six (6) months has elapsed since the last day worked by the employee;
- (2) For employees with one (1) year of service or more, then no more than twelve (12) months has elapsed since the last day worked by the employee;
- (3) The employee reports for duty with twenty-four (24) hours from time of recall.

If an employee, when contacted, for proper and sufficient reason is not immediately available to commence work, the next employee on the list can be hired temporarily. If the contacted employee cannot report for work until three (3) working days later, they shall exchange their seniority with the next employee on the list who is immediately available for employment, until they are recalled, at which time they shall resume their original seniority status. If they do not report in one (1) calendar week from date of recall without proper or sufficient reason, they shall be dropped from the seniority list.

The employee shall keep the Co-operative informed of their current address and telephone number. If the Co-operative is unable to contact the employee within five (5) working days, or if the employee is contacted and refuses the employment without proper and sufficient reason by the end of the five (5) day period, the employee will be dropped from the seniority list.

- (4) The employee is capable of performing the work.

Employees rehired within six (6) months of their layoff shall retain their previous length of service for the purposes of this Section and Section 12.

- (e) Reduction and Increase of Hours: For the purposes of this Section, there shall be four (4) classifications: General Clerk, Clerk Cashier, Service Clerk and Bakery Production Workers.

Preference in available hours of work in a store shall be given to senior employees in the same classification within the store, provided they are available and can perform the work, subject to Section (f) of this Section.

It is understood that the employee shall assume their responsibility in notifying or in reporting any violation of the seniority clause in the allocation of hours at the earliest possible time. Any monetary adjustment or compensation arising from incorrect scheduling shall not be paid retroactively for a period greater than two (2) weeks prior to the time the grievance was first lodged.

A part-time employee who works less than the basic workweek and restricts their 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. Such employee shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. When reductions in hours occur, the junior employee, whether or not they are of restricted status, shall be reduced first. If an employee wishes to end their restricted status, the employee shall so advise the Co-operative in writing. The employee's full seniority rights shall begin from the date they advise the Co-operative of their full availability. An employee shall not be entitled to fill out a form as outlined above more than once per year unless otherwise mutually agreed.

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

Effective date of ratification, employees shall not be permitted to restrict their availability below sixteen (16) hours per week except for health reasons supported by a letter from a doctor, or unless mutually agreed between the Co-operative and the employee.

- (f) Student Seniority: Students regularly attending day classes at an authorized educational institution shall be considered to have restricted their availability.

Student hours, up to a maximum of twenty (20) per week, shall not be subject to claim by junior non-students (new hires).

Where a disagreement arises regarding this clause and results in a grievance, the Parties will have two (2) weeks (from date the matter is brought to the attention of the Co-operative) to correct any errors in scheduling before a claim for lost wages can be filed.

A student clerk shall **exercise full seniority rights when they cease being a regular student and will not be returning to school**. Students shall inform the store manager in writing when they have ceased being a student.

In the event problems arise regarding student seniority, the Union and the Co-operative may meet to discuss such problems. The Parties shall have authority to make any appropriate adjustment to an employee's seniority.

- (g) Service Clerk Seniority: Service Clerks shall have seniority only over junior Service Clerks for preference in available hours.

- (h) Departmental Staff Reductions: Where there are reductions in staff in departments of the store, such as a coffee bar or bakery counter, employees affected by such reduction shall be given a reasonable opportunity to adapt to the work in other departments in order to enable them to exercise their seniority.

It is understood the foregoing applies only to employees in the top progression rate and that they may be reduced to the six-month experience category if their lack of experience in the new position justifies such action.

- (i) Sale or Closure of Store: In the event of sale or closure of a store, part-time employees who have worked an average of twenty-eight (28) hours per week or more in the past thirteen (13) weeks shall be able to exercise their seniority in other stores of the Co-operative within the same contract area.
- (j) Each store shall post an updated seniority list for that store, two (2) times per year.
- (k) Seniority – Departmental Closure: In the event there is a departmental closure, affected employees will be offered the following options:

1. Severance pay based on Section 14; or
2. Employees at the top progression rate will be given an opportunity to adapt to the work in another department in order to enable them to exercise their seniority, provided they can demonstrate sufficient ability and qualifications to perform the duties of the new job. Employees shall be given a probation period of three hundred and ninety (390) hours to demonstrate these abilities and qualifications. It is understood that these employees shall be placed on the scale of the new classification at the eighteen (18) month rate, unless this rate is greater than the wage previously paid them. In the latter case, they shall be red-circled until the next increment places them on the wage scales.

If an employee fails to complete the above probation period successfully, they will remain eligible for the severance pay in accordance with Section 14.

In the event of a closure or complete integration of a department, and the elimination of all the positions in that department, the related exclusion in Section 1 of this Agreement shall lapse.

SECTION 14 – Severance Pay

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

<u>Full-Time 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 twenty (20) weeks

This clause does not apply to a temporary layoff, full-time employees who accept other full-time or part-time employment with the Co-operative or to regular full-time employees who lose employment and are reinstated within thirty (30) days to a full-time status.

Employees who are laid off as the result of store closure(s) can elect to receive their severance pay at any time up to the expiry of their recall period. If an employee is recalled or commences work within the recall period, then a new recall period shall commence from the date of a subsequent layoff.

Employees who qualify shall not be entitled to the benefits contained in Section 12 (a) of this Agreement.

SECTION 15 – Union's Recognition of Management's Rights

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 one hundred and twenty (120) calendar days of employment, each new employee shall be on probation. **Where the Employer and the Union mutually agree, a student or part-time employee's probationary period may be extended for and additional thirty (30) days. The student or part-time employee shall be notified in writing of the thirty (30) calendar day extension of his or her probationary period at the time of extension.**

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 16 and 17 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 as set forth in Section 18 (i) of this Agreement. 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 16 and 17 of this Collective Agreement, providing that such employees have been employed by the Co-operative one hundred and twenty (120) calendar days or more. 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 five (5) consecutive working 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 16 – Grievance Procedure

- (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 endeavor 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 17 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 under Section 12 (e).
- (c) Any employee alleging wrongful dismissal may place his 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 17 – Board of Arbitration

- (a) The Board of Arbitration shall be composed of three (3) members and shall be established as follows: (The Parties may, by mutual consent, agree upon a single arbitrator.)

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Co-operative and the Union shall each select a representative to serve on the Board of Arbitration. The representative of the Co-operative and the representative of the Union shall, within five (5) days (excluding Sundays and holidays) after they have both been selected, choose an additional member to act as Chairman. In the event of failure of the nominees of the Union and the Co-operative to agree upon a Chairman within the five (5) day period specified, the Minister of Labour of British Columbia shall be immediately requested to name a third member who shall act as Chairman of the Board of Arbitration.

Within five (5) days of the appointment of the impartial Chairman, the Board of Arbitration 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.

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 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 Chairman 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. A decision of a majority of the Board of Arbitration shall be deemed to be a decision of the Board.

- (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 the employee full or part back pay.

SECTION 18 – Miscellaneous

- (a) Maintenance of Adequate Heating Facilities: The Co-operative agrees to maintain adequate heating facilities in each store.
- (b) Union Decal: 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.
- (c) Wearing Apparel: 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.

Special clothing, such as rain capes and parkas, are to be supplied by the Co-operative where required. Members shall be permitted to wear sweaters, providing they are acceptable to the Co-operative.

- (d) Tools and Equipment: All tools and equipment which are required to be used by the employees shall be supplied and kept in repair by the Co-operative at no cost to the employee. These items must be kept on the premises.
- (e) Charitable Donations: Employee donations to charity funds shall be on a strictly voluntary basis.
- (f) Time Off to Vote: The Co-operative agrees that they will fully comply with any law requiring that employees be given time off to vote.
- (g) Information: 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 cooperate to supply such information back to a period of two (2) years or such longer time as may be required to establish their proper rate of pay.

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.

- (h) Intimidation: 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 the employee 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 position to maintain the proper operation of the store.

- (i) Picket Lines: 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 their place of work.
- (j) Paid vacations and statutory holidays shall be considered as time worked for all purposes of the Collective Agreement.
- (k) Bulletin Boards: Bulletin boards will be supplied by the Union and will be placed in lunchrooms and other areas in the store as mutually agreed. It is understood that these bulletin boards are the property of the Union and shall be for their exclusive use.

Bulletins authorized by the Union concerning the following may be posted by a person so authorized by the Union:

- (1) Meeting notices
- (2) Dental Plan information
- (3) Pension Plan information
- (4) Safety information

Any other bulletins may only be posted by mutual agreement between the Union and designated management.

- (l) Racial, Sexual and Personal Harassment: 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 harassment be available and accessible to all employees.
- (m) Employee's Personnel File: 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.

- (n) Discipline Interview: 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 their 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 18 (i), the interview may be temporarily suspended so that the employee may call in a witness of their 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.

The Co-operative agrees that discipline will only be delivered by out-of-scope personnel, although in-scope managers may take part in the disciplinary meetings.

- (o) No Discrimination: Both the Co-operative and the Union endorse the principles outlined under the Human Rights Act wherein it is illegal for either the Co-operative and/or the Union to discriminate in respect to employment or membership in the Union because of race, creed, colour, nationality, ancestry, or place of origin.
- (p) Technological Change: During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two Parties to this Collective Agreement.

(1) Where the Co-operative introduces or intends to introduce a technological change that:

- (i) affects the terms and conditions or security of the employment of a significant number of employees to whom this Collective Agreement applies;
- (ii) alters significantly the basis upon which the Collective Agreement was negotiated, either party may if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Section 17 of this Collective Agreement, by bypassing all other steps in grievance procedure.

(2) The Arbitration Board shall decide whether or not the Co-operative has introduced or intends to introduce a technological change, and upon deciding that the Co-operative has or intends to introduce a technological change, the Arbitration Board shall inform the Minister of Labour of its findings, and then or later make any one or more of the following orders:

- (i) that the change is made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
- (ii) that the Co-operative will not proceed with a technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;

- (iii) that the Co-operative reinstate any employee displaced by reason of the technological change;
 - (iv) that the Co-operative pay to the employee such compensation in respect to his displacement as the Arbitration Board feels reasonable;
 - (v) that the matter be referred to the Labour Relations Board (under Section 77 of the Labour Code of British Columbia).
- (3) The Co-operative will give to the Union in writing at least ninety (90) days notice of any intended technological change that:
- (i) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and
 - (ii) alters significantly the basis upon which the Collective Agreement applies.
- (q) Written discipline reports on an employee's file shall be removed after two (2) years provided that there are not any subsequent discipline reports of a similar nature.

It is understood and agreed to by the Parties that notwithstanding Section 18 (n) any disciplinary records of an employee relating to incidents of violence or harassment of any kind in the workplace must be maintained.

Such records when removed from the employee's file in accordance with Section 18 (n) shall be placed in a separate file.

SECTION 19 – Health and Safety Committees

The Co-operative agrees to maintain a Health and Safety Committee in the store. The committee shall function in accordance with the Workers Compensation Board Health and Safety Regulations.

SECTION 20 – Time Off for Union Business - Store Visits

- (a) Union Business: The Co-operative agrees that employees chosen to attend to Union business in connection with conventions, conferences, seminars or Union negotiations shall be given time off up to seven (7) days according to the following formula:
- (1) Up to one hundred (100) employees in the Bargaining Unit
- one (1) employee.
 - (2) For each additional one hundred (100) employees or part thereof in the Bargaining Unit
- one (1) employee but not to exceed a total of nine (9).
 - (3) Not more than one (1) employee from any one store.

The Union shall notify the Co-operative at least one (1) week in advance of the commencement of all such leaves of absence.

Upon at least one (1) week's 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) One (1) employee from each store of the Co-operative shall be granted time off.
- (2) Fifty (50) or more employees in the store, two (2) employees shall be granted time off.
- (3) 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. In the case of full-time employees, the Union shall pay an additional ten percent (10%) in lieu of A.T.O.

Subject to the operational needs of the store, the Co-operative may allow one (1) additional employee time off for Union business in accordance with this Section.

- (b) Store Visits of Union Representatives: Duly authorized full-time representatives of the Union shall be entitled to visit the store 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 General 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 is 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.

The Union representatives shall discuss grievances with the General Manager . Such matters shall be presented to the Co-operative in accordance with the provisions of Section 16 of this Agreement.

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 **16** of this Agreement.

- (c) Shop Stewards Recognition: It is recognized that Shop Stewards may be elected or appointed by the Union from time to time and the Co-operative will be kept informed by the Union of such appointments or elections.

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 store.

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 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.

When a Shop Steward is investigating a grievance or a complaint on Company time, the Steward must first obtain permission from their immediate Supervisor or the General 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 store when the Shop Steward is absent. The Union shall inform the Co-operative in writing of the Alternate Shop Steward.

The Shop Steward shall be granted fifteen (15) minutes to orient new employees in the store. The time to be granted in the first two (2) months of employee's service (during probationary period) at a mutually agreed upon time.

SECTION 21 – Expiration and Renewal

This Agreement shall be for the period from and including October 28, 2015, to and including November 2, 2019, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding November 2, 2019, or any subsequent anniversary date thereafter to:

- (a) terminate this Agreement, in writing, effective November 2, 2019, 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.

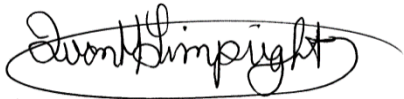
Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

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

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

SIGNED THIS _____ DAY OF _____, _____ .

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Ivan Limpricht, President

FOR THE EMPLOYER
MACKENZIE CONSUMERS CO-OPERATIVE
ASSOCIATION

J.P. Stassen, General Manager

APPENDIX A – WAGE SCHEDULE

General Clerks

Accumulated Hours	Current		Year 1 Oct. 28, 2015		Year 2 Nov. 6, 2016		Year 3 Nov. 5, 2017		Year 4 Nov. 4, 2018	
	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT
First 3 months	10.98	10.98	11.20	11.20	11.42	11.42	11.65	11.65	11.88	11.88
Over 3 months	11.55	11.68	11.78	11.91	12.02	12.15	12.26	12.39	12.51	12.64
Over 6 months	12.12	12.37	12.36	12.62	12.61	12.87	12.86	13.13	13.12	13.39
Over 9 months	12.68	13.07	12.93	13.33	13.19	13.60	13.45	13.87	13.72	14.15
Over 12 months	13.25	13.76	13.52	14.04	13.79	14.32	14.07	14.61	14.35	14.90
Over 15 months	13.82	14.46	14.10	14.75	14.38	15.05	14.67	15.35	14.96	15.66
Over 18 months	14.38	15.16	14.67	15.46	14.96	15.77	15.26	16.09	15.57	16.41
Over 21 months	14.95	15.85	15.25	16.17	15.56	16.49	15.87	16.82	16.19	17.16
Over 24 months	15.51	16.54	15.82	16.87	16.14	17.21	16.46	17.55	16.79	17.90
Over 27 months	16.09	17.25	16.41	17.60	16.74	17.95	17.07	18.31	17.41	18.68
Over 30 months	16.66	17.94	16.99	18.30	17.33	18.67	17.68	19.04	18.03	19.42
Over 33 months	17.22	18.64	17.56	19.01	17.91	19.39	18.27	19.78	18.64	20.18
Over 36 months	17.84	19.28	18.20	19.67	18.56	20.06	18.93	20.46	19.31	20.87
Produce Manager, Deli Manager, Bakery Manager	19.92	21.23	20.83	22.16	21.76	23.11	22.20	23.57	22.64	24.04
Assistant Manager	19.92	21.23	20.83	22.16	21.76	23.11	22.20	23.57	22.64	24.04

Clerk Cashiers/ File Maintenance/ Office Clerk/Bakery Clerks/Deli Clerks/Meat Clerks

Accumulated Hours	Current		Year 1 Oct. 28, 2015		Year 2 Nov. 6, 2016		Year 3 Nov. 5, 2017		Year 4 Nov. 4, 2018	
	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT
First 3 months	10.98	10.98	11.20	11.20	11.42	11.42	11.65	11.65	11.88	11.88
Over 3 months	11.55	11.68	11.78	11.91	12.02	12.15	12.26	12.39	12.51	12.64
Over 6 months	12.12	12.37	12.36	12.62	12.61	12.87	12.86	13.13	13.12	13.39
Over 9 months	12.68	13.07	12.93	13.33	13.19	13.60	13.45	13.87	13.72	14.15
Over 12 months	13.25	13.76	13.52	14.04	13.79	14.32	14.07	14.61	14.35	14.90
Over 15 months	13.82	14.46	14.10	14.75	14.38	15.05	14.67	15.35	14.96	15.66
Over 18 months	14.38	15.16	14.67	15.46	14.96	15.77	15.26	16.09	15.57	16.41
Over 21 months	14.95	15.85	15.25	16.17	15.56	16.49	15.87	16.82	16.19	17.16
Over 24 months	15.51	16.54	15.82	16.87	16.14	17.21	16.46	17.55	16.79	17.90
Over 27 months	16.09	17.25	16.41	17.60	16.74	17.95	17.07	18.31	17.41	18.68
Over 30 months	16.66	17.94	16.99	18.30	17.33	18.67	17.68	19.04	18.03	19.42
Over 33 months	17.22	18.64	17.56	19.01	17.91	19.39	18.27	19.78	18.64	20.18
Over 36 months	17.84	19.28	18.20	19.67	18.56	20.06	18.93	20.46	19.31	20.87

The current Journeyperson Baker shall be red-circled and receive regular wage increases at same percentage rate as General Clerk employees.

Service Clerks & Clean-up Person

Accumulated Hours	Current	Year 1 Oct. 28, 2015	Year 2 Nov. 6, 2016	Year 3 Nov. 5, 2017	Year 4 Nov. 4, 2018
First 6 months	10.98	11.20	11.42	11.65	11.88
Over 6 months	11.25	11.48	11.71	11.94	12.18
Over 12 months	11.78	12.02	12.26	12.51	12.76
Over 15 months	12.32	12.57	12.82	13.08	13.34
Over 18 months	12.85	13.11	13.37	13.64	13.91

Meat Cutters

Accumulated Hours	Current		Year 1 Oct. 28, 2015		Year 2 Nov. 6, 2016		Year 3 Nov. 5, 2017		Year 4 Nov. 4, 2018	
	FT	PT	FT	PT	FT	PT	FT	PT	FT	PT
First 6 months	10.98	10.98	11.20	11.20	11.42	11.42	11.65	11.65	11.88	11.88
Over 6 months	12.28	12.52	12.53	12.77	12.78	13.03	13.04	13.29	13.30	13.56
Over 12 months	13.59	14.07	13.86	14.34	14.14	14.64	14.42	14.93	14.71	15.23
Over 18 months	14.90	15.61	15.20	15.92	15.50	16.24	15.81	16.56	16.13	16.89
Over 24 months	16.21	17.15	16.53	17.49	16.86	17.84	17.20	18.20	17.54	18.56
Over 30 months	17.51	18.69	17.86	19.06	18.22	19.44	18.58	19.83	18.95	20.23
Over 36 months	18.83	20.25	19.21	20.66	19.59	21.07	19.98	21.49	20.38	21.92

Signing Bonus Payment

Bonus payment of **\$500.00** to full-time staff is payable within four (4) weeks of ratification of this Agreement. This amount will be prorated for part-time staff based on the average number of hours worked in the previous thirteen (13) weeks (for example, an employee working an average of twenty (20) hours per week would receive **\$250.00**).

MEMORANDUM OF UNDERSTANDING #1

BETWEEN: MACKENZIE CONSUMERS CO-OPERATIVE ASSOCIATION

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

1. Deliveries

The Co-operative agrees that at no time will truck drivers be permitted to work in the sales area or in the stock room of the store, except in the loading and unloading of trucks as noted below. The Union agrees that the long-established method of receiving deliveries of produce is satisfactory to the Union.

The Co-operative agrees, where food clerks are scheduled to work and are working in the stores and deliveries of merchandise are made from the grocery warehouse, that a food clerk shall:

- (a) Designate the area where the merchandise is to be placed in the stock room.
- (b) Be present with the driver during loading and unloading of trucks.

2. Posting of Schedules:

Management shall forward the following Memorandum to store management personnel, a copy of which shall be posted on the bulletin board in each store:

"It is one of the responsibilities of the General Manager to:

- (a) Estimate, plan and schedule the work to be done each day, and
- (b) Schedule the hours of work of each employee so that work assignments shall be completed in an efficient manner. Any employee scheduled to work a full shift shall be required to work eight (8) hours less rest periods. It should be your objective to establish the employees' schedules so that all work (including clean-up duties) is completed in eight (8) hours.

Please plan and arrange your employee work schedule in accordance with the foregoing. We insist upon strict compliance with this provision, as well as all other Sections of the Union Agreement."

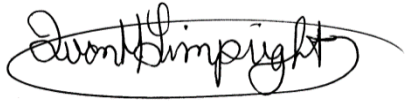
SIGNED THIS 13TH DAY OF MARCH, 1998.

RENEWED THIS 23RD DAY OF DECEMBER, 2000.

RENEWED AS AMENDED THIS 27TH DAY OF OCTOBER, 2012.

RENEWED AS AMENDED THIS 16TH DAY OF AUGUST, 2016.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Ivan Limpricht, President

FOR THE EMPLOYER
MACKENZIE CONSUMERS CO-OPERATIVE
ASSOCIATION

J.P. Stassen, General Manager

MEMORANDUM OF UNDERSTANDING #2

BETWEEN: MACKENZIE CONSUMERS CO-OPERATIVE ASSOCIATION

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

RE: Long Term Disability Payments

It is understood and agreed between the Co-operative and the Union that Long Term Disability payments to entitled employees shall be the responsibility of the Co-operative. If payment of valid claims is not made by the Insurance Company within two (2) weeks from the time the Co-operative receives the completed application, the Co-operative shall then pay to the claiming employee an amount equal to his entitlement. Similarly, when payments are stopped by the Carrier, while the employee's entitlement continues, the employee shall be able to claim the amount of his entitlement from the Co-operative.

Payments made by the Co-operative for claims later found to be invalid, or payments made by the Co-operative which are later paid by the Carrier, shall be returnable to the Co-operative.

SIGNED THIS 13TH DAY OF MARCH, 1998.

RENEWED THIS 23RD DAY OF DECEMBER, 2000.

RENEWED AS AMENDED THIS 27TH DAY OF OCTOBER, 2012.

RENEWED AS AMENDED THIS 16TH DAY OF AUGUST, 2016.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
MACKENZIE CONSUMERS CO-OPERATIVE
ASSOCIATION



Ivan Limpricht, President

J.P. Stassen, General Manager

MEMORANDUM OF AGREEMENT #3

BETWEEN: MACKENZIE CONSUMERS CO-OPERATIVE ASSOCIATION

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

RE: Education Fund

The Co-operative agrees to contribute one cent (1¢) per hour for every hour worked by members of the U.F.C.W. Local 1518 Bargaining Unit; based on Dental Plan hours, to the United Food and Commercial Workers, Local 1518, Health, Safety and Education Fund, effective January 3, 1988.

SIGNED THIS 13TH DAY OF MARCH, 1998.

RENEWED THIS 23RD DAY OF DECEMBER, 2000.

RENEWED AS AMENDED THIS 27TH DAY OF OCTOBER, 2012.

RENEWED AS AMENDED THIS 16TH DAY OF AUGUST, 2016.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
MACKENZIE CONSUMERS CO-OPERATIVE
ASSOCIATION



Ivan Limpricht, President

J.P. Stassen, General Manager

LETTER OF UNDERSTANDING #4

BETWEEN: MACKENZIE CONSUMERS CO-OPERATIVE ASSOCIATION

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

RE: Drug and Alcohol Assistance Program

The Co-operative and the Union recognize that drug and alcohol abuse can have serious negative impact on both the Co-operative 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.

SIGNED THIS 13TH DAY OF MARCH, 1998.

RENEWED THIS 23RD DAY OF DECEMBER, 2000.

RENEWED AS AMENDED THIS 27TH DAY OF OCTOBER, 2012.

RENEWED AS AMENDED THIS 16TH DAY OF AUGUST, 2016.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
MACKENZIE CONSUMERS CO-OPERATIVE
ASSOCIATION



Ivan Limpricht, President

J.P. Stassen, General Manager

LETTER OF UNDERSTANDING #5

BETWEEN: MACKENZIE CONSUMERS CO-OPERATIVE ASSOCIATION

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

RE: Vacancy Postings

The Co-operative will post vacant positions for a period of ten (10) days. In the case of entry level positions, the ten (10) day period will not apply.

SIGNED THIS 13TH DAY OF MARCH, 1998.

RENEWED THIS 23RD DAY OF DECEMBER, 2000.

RENEWED AS AMENDED THIS 27TH DAY OF OCTOBER, 2012.

RENEWED AS AMENDED THIS 16TH DAY OF AUGUST, 2016.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
MACKENZIE CONSUMERS CO-OPERATIVE
ASSOCIATION



Ivan Limpricht, President

J.P. Stassen, General Manager

LETTER OF UNDERSTANDING #6

BETWEEN: MACKENZIE CONSUMERS CO-OPERATIVE ASSOCIATION

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

RE: Joint Labour Management Committee

A Joint Labour Management Committee shall be established consisting of two (2) representatives of the Union and equal representation of the Co-operative.

The Committee shall work together with the common goal of anticipating and resolving mutual problems and improving their day-to-day working relations. The Committee shall consider constructive criticisms of all activities, so that better relations shall exist between the Co-operatives and the employees.

The Committee shall meet at least every second month on the third Thursday of the month, beginning at 10:00 a.m. Employees shall not suffer any loss of pay for time spent with the Committee.

The Committee shall operate by consensus decision-making and mutually agreed-upon ground rules with these noted exceptions:

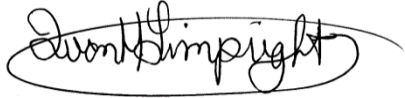
- (1) No active grievances shall be discussed and no bargaining of issues covered by the Collective Agreement shall take place.
- (2) Nothing stated in the meeting or in the minutes will be used by either party in a grievance or arbitration hearing.
- (3) Projects or recommendations coming out of the Committee belong to the Committee and not to either Union or Management.

SIGNED THIS 23RD DAY OF DECEMBER, 2000 .

RENEWED AS AMENDED THIS 27TH DAY OF OCTOBER , 2012.

RENEWED AS AMENDED THIS 16TH DAY OF AUGUST , 2016.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Ivan Limpricht, President

FOR THE EMPLOYER
MACKENZIE CONSUMERS CO-OPERATIVE
ASSOCIATION

J.P. Stassen, General Manager

LETTER OF UNDERSTANDING #7

BETWEEN: MACKENZIE CONSUMERS CO-OPERATIVE ASSOCIATION

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

RE: New Hires

The Parties agree that Accumulated Time Off (A.T.O.) will be suspended for all employees hired after date of ratification 2000 (new hires). Such suspension will remain in effect for the term of this Collective Agreement and until such time as agreement is reached on the next Collective Agreement.

Until such time as the suspension for A.T.O. is at an end, all new hires will be placed on the applicable full-time scale for their classification.


SIGNED THIS 23RD DAY OF DECEMBER, 2000 .

RENEWED THIS 27TH DAY OF OCTOBER , 2012.

RENEWED AS AMENDED THIS 16TH DAY OF AUGUST , 2016.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
MACKENZIE CONSUMERS CO-OPERATIVE
ASSOCIATION



Ivan Limpricht, President

J.P. Stassen, General Manager

LETTER OF UNDERSTANDING #8

BETWEEN: MACKENZIE CONSUMERS CO-OPERATIVE ASSOCIATION

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

RE: Meat Department

The Parties agree to incorporate the Meat Department employees into the Collective Agreement, as follows:

- (1) Accumulated Time Off (A.T.O.) will be suspended for Meat Department employees. Such suspension will remain in effect for the term of this Agreement and until such time as agreement is reached on the next Collective Agreement.
- (2) There shall be a Clean-up Person classification, whose duties shall be restricted to:
 - i) clean-up;
 - ii) sterilizing of equipment and work surfaces; and
 - iii) putting stock away from pallet to cooler.

Any violation of this restriction on duties shall be subject to the same penalties as for violation of Service Clerks duties.

There will be only one (1) person employed in this classification.


- (3) Until such time as the suspension of A.T.O. is at an end, Meat Department employees will be placed on the applicable full-time scale for their classification.
- (4) Employees will be red-circled at their present rate of pay until their accumulated hours qualify them for the next pay increment of their respective scale.
- (5) There shall be a premium of one dollar (\$1.00) per hour paid to the person holding the position of Head Deli Clerk.

SIGNED THIS 23RD DAY OF DECEMBER, 2000.

RENEWED THIS 27TH DAY OF OCTOBER, 2012.

RENEWED AS AMENDED THIS 16TH DAY OF AUGUST, 2016.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Ivan Limpricht, President

FOR THE EMPLOYER
MACKENZIE CONSUMERS CO-OPERATIVE
ASSOCIATION

J.P. Stassen, General Manager

LETTER OF UNDERSTANDING #9

BETWEEN: MACKENZIE CONSUMERS CO-OPERATIVE ASSOCIATION

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


RE: Flu Shots

The Co-operative shall pay for flu shots for any employees wishing to receive them.

SIGNED THIS 27TH DAY OF OCTOBER , 2012.

RENEWED AS AMENDED THIS 16TH DAY OF AUGUST , 2016.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Ivan Limpricht, President

FOR THE EMPLOYER
MACKENZIE CONSUMERS CO-OPERATIVE
ASSOCIATION

J.P. Stassen, General Manager

LETTER OF UNDERSTANDING #10

BETWEEN: MACKENZIE CONSUMERS CO-OPERATIVE ASSOCIATION

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


RE: Student Work Experience

1. The Union will be notified when a student has been accepted into the program.
2. The student shall always work with an employee.
3. No hours will be lost to any employee because of the work experience program.

SIGNED THIS 27TH DAY OF OCTOBER, 2012.

RENEWED AS AMENDED THIS 16TH DAY OF AUGUST, 2016.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Ivan Limpricht, President

FOR THE EMPLOYER
MACKENZIE CONSUMERS CO-OPERATIVE
ASSOCIATION

J.P. Stassen, General Manager

LETTER OF UNDERSTANDING #11

BETWEEN: MACKENZIE CONSUMERS CO-OPERATIVE ASSOCIATION

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

RE: Voluntary Severance

From time to time the Co-operative may decide to offer a voluntary severance payment to an employee or employees.

If the Co-operative does determine that an offer is to be made, the full details of the offer will be provided to eligible employees with a copy provided to the Union. It is understood that employees will be given a reasonable period of time to consider the offer and seek advice on it as they deem appropriate.

Acceptance of the offer is strictly voluntary and employees accepting it will be required to terminate their employment.

It is understood that hours of work that become available as a result of this offer will flow to other employees in accordance with the terms and conditions of the Collective Agreement.

SIGNED THIS 27TH DAY OF OCTOBER , 2012.

RENEWED AS AMENDED THIS 16TH DAY OF AUGUST , 2016.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Ivan Limpricht, President

FOR THE EMPLOYER
MACKENZIE CONSUMERS CO-OPERATIVE
ASSOCIATION

J.P. Stassen, General Manager

LETTER OF UNDERSTANDING #12

BETWEEN: MACKENZIE CONSUMERS CO-OPERATIVE ASSOCIATION

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

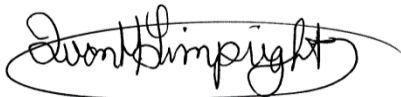
RE: General Clerks and Checkstand Duties

For those employees who are opted out of the Cross-Department Program as outlined in Letter of Understanding #14, the Co-operative agrees not to assign General Clerks to perform checkstand duties with the exception of for the relief of rest and meal periods.

SIGNED THIS 27TH DAY OF OCTOBER , 2012.

RENEWED AS AMENDED THIS 16TH DAY OF AUGUST , 2016.

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



Ivan Limpricht, President

**FOR THE EMPLOYER
MACKENZIE CONSUMERS CO-OPERATIVE
ASSOCIATION**

J.P. Stassen, General Manager

LETTER OF UNDERSTANDING #13

BETWEEN: MACKENZIE CONSUMERS CO-OPERATIVE ASSOCIATION

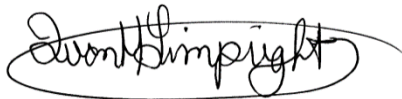
**AND: UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 1518**

RE: Bakery

In the event there is slicing, wrapping, and stocking of bakery products that must be completed and a trained Cashier is unavailable because of vacation, days off, illness, or because the Cashier has been called to perform till duties, these bakery duties may be performed by the Bakery staff.

SIGNED THIS 27TH DAY OF OCTOBER , 2012.

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



Ivan Limpricht, President

**FOR THE EMPLOYER
MACKENZIE CONSUMERS CO-OPERATIVE
ASSOCIATION**

J.P. Stassen, General Manager

LETTER OF UNDERSTANDING #14

BETWEEN: MACKENZIE CONSUMERS CO-OPERATIVE ASSOCIATION

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

RE: Cross-Department Work

This Letter of Understanding outlines the option for all employees who are seeking more hours of work outside of their home department and those employees shall be scheduled available hours by seniority in other departments. The Co-operative and the Union have a shared interest in providing an opportunity for employees to access more hours of work. The parties have agreed to move cautiously when transitioning to cross departmental work in order to minimize unintended impact on employees.

All employees employed before 2016 ratification will be considered opted out of cross departmental work and will have the opportunity to opt into cross department work on the Sunday following ratification. All employees hired after 2016 ratification will automatically be part of the program, and will not be allowed to opt out of this program.

For those that opt into the program, their hours of work and department responsibilities will be scheduled by as per Section 14 (e) of the Collective Agreement. Employees at ratification 2016 shall not receive fewer hours than what they would be entitled to had the scheduling rules not changed and they not have been eligible for cross departmental work. The Co-operative and the union agree to schedule eight (8) hours consecutively wherever possible. This will not be seen as a guarantee of any number of hours per week.

No employee will lose hours as a result of cross departmental scheduling. The parties acknowledge there are other factors such as but not limited to loss of sales, negative effects of competitive forces against the store, technology, or changes in work operation that may impact employee hours. If a reduction of hours occurs, Section 14 (e) of the Collective Agreement will be followed.

Employees employed at ratification 2016 may opt out of cross departmental work once per year. Employees participating in the cross departmental program may achieve more hours worked than employees who do not participate in the program, and these additional hours are not subject to claim from those that are not part of the program.

Clerk/Cashiers at ratification shall keep their off-till duty ranking(s) and shall continue to maximize their hours in their current ranking. The off-till responsibilities are listed in Letter of Understanding #15 (b), except for "1. Checkstand Duties".

As off-till duty rankings are vacated, Clerk/Cashiers with a ranking below will claim the available hours in that off-till duty, and if there are no other Cashiers ranked in the off-till duty the Co-operative will have the ability to assign those hours to another employee in accordance with those in the cross-department program and their seniority.

Meat Cutter hours shall not be made available as part of the cross departmental program, however those in the Meat Cutter classification shall be allowed to participate in cross departmental program, subject to the needs of the Meat Department.

The Co-operative commits to providing training to all current or new employees that opt into this program.

The vacation scheduling process shall remain the same as per Section 8 of the collective agreement. Both the Co-operative and the Union will work toward store wide vacation scheduling for those that are part of the cross-departmental program by 2018. The parties may mutually agree to modify this date.

The parties have agreed to move cautiously when transitioning to cross classification work in order to minimize unintended impact on employees. During this transition the parties shall monitor the implementation to ensure the interested shared and principles developed. Two members from the Union and Co-operative bargaining committee will oversee this process and address any issues that may arise.

SIGNED THIS 16TH DAY OF AUGUST , 2016.

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



Ivan Limpricht, President

**FOR THE EMPLOYER
MACKENZIE CONSUMERS CO-OPERATIVE
ASSOCIATION**

J.P. Stassen, General Manager

LETTER OF UNDERSTANDING #15

BETWEEN: MACKENZIE CONSUMERS CO-OPERATIVE ASSOCIATION

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

RE: Classification of Employees

The below classifications and departments are in place for those employees who are not part of the cross departmental program listed in Letter of Understanding #14

- (a) General Clerks - to perform any duties assigned in the store. Shall not be reduced in classification when assigned to duties listed under other categories.
- (b) Clerk Cashiers - duties restricted to following:
 - 1. Checkstand duties
 - 2. Price changes, but not to include case lots, floor displays or end displays
 - 3. Office work
 - 4. All tobacco stocking
 - 5. Stocking of chocolate bars and chewing gum in checkstand area
 - 6. Cleaning and housekeeping duties relating to checkstands, snack bar or bakery counter
 - 7. Magazine stocking
 - 8. Bakery counter duties
 - 9. File Maintenance Duties
- (c) Service Clerks - duties restricted to the following:
 - 1. Wrapping groceries and taking them to customers' vehicles and collecting shopping buggies.
 - 2. Complete bottle refunds, sorting of bottles and taking empty bottles to the back of store, where applicable.
 - 3. Stock bags or boxes in checkstand area.
 - 4. Clean in checkstand area (including sweeping only of the checkstand).

5. Price checks and return of perishable goods only from checkstand (but not to include stocking).
6. Cleaning parking lot.
7. Clean spills and breakage.
8. Getting change for Clerk Cashiers.
9. Pick up all items from sales area for customers going through the checkstands.
10. Water, cleaning and arranging outside garden centre.

Penalties for violation of Service Clerk duties:

(i) Service Clerk

1st violation

- written warning from Union

2nd violation

- two (2) weeks suspension without pay

3rd violation

- termination of employment

(ii) Bargaining Unit Employee

Directing Service Clerk to violate rules re Service Clerk duties:

- Same penalties as Service Clerk (i) above.

(iii) Non Bargaining Unit Person

Directing Service Clerk to violate rules re Service Clerk duties:

1st violation

- written warning from Union

2nd violation

- five hundred dollar (\$500.00) fine

3rd and subsequent violations within a twelve month period of the date of the last violation will result in fines of one thousand dollars (\$1,000.00) for each violation. Where twelve (12) months has elapsed from the date of the written warning or the last fine without infraction, the Co-operative is entitled to another notice.

Where the Co operative has been fined, such fine is to be dispatched to William Mercer Limited who will notify the Union of receipt of such fine and the particulars in respect to which violation the fine was paid. William Mercer Limited will deposit the monies into the Retail Clerks Industry Pension Plan.

The Employer shall be permitted to work a maximum of one (1) Service Clerk per checkstand in the store at any one (1) time.

(d) Bakery Clerks

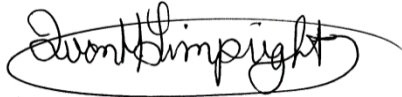
(1) The Bakery Clerk shall have all duties related to the production of bakery products.

(2) The employees hired as apprentices prior to the date of ratification 2000 will remain in their classification until such time as they voluntarily move to another classification or leave the employ of the Co-operative.

(3) The Co-op agrees that when an apprenticeship vacancy is posted, preference will be given to Bakery Clerks on the basis of seniority.

SIGNED THIS 16TH DAY OF AUGUST , 2016.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Ivan Limpricht, President

FOR THE EMPLOYER
MACKENZIE CONSUMERS CO-OPERATIVE
ASSOCIATION

J.P. Stassen, General Manager

LETTER OF UNDERSTANDING #16

BETWEEN: MACKENZIE CONSUMERS CO-OPERATIVE ASSOCIATION

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

RE: Transferability Program

Whereas the parties have agreed to introduce a new cross-department program as outlined in Letter of Understanding #14, the parties are aware of the following employees currently in the program:

- 1. Lennon Scarlett-Crooks**
- 2. Tammy Perron**

As a result, the parties agree as follows:

The above listed employees will be grandfathered in their current place in the transferability program. No other employees will be eligible for the transferability program.

The grandfathering will terminate if the employee opts into the cross-department program, or if the employee leaves the employ of the Co-operative.

(a) Clerk Cashier Transferability: Clerk Cashiers wishing to transfer to General Clerk may do so in accordance with the following procedures:

- (1) Clerk Cashiers wishing to become General Clerks shall make application for such transfer on a form supplied by the Co-operative upon request.
- (2) All Clerk Cashiers shall be advised of the details of the program and their rights and obligations under same.
- (3) Any employee who makes application for the program within the first thirty (30) days after the details have been circulated shall be eligible to receive General Clerk hours, as they become available, in accordance with their seniority.
- (4) Employees making application after this period shall become eligible for the program in order of their date of application. Should the time of application of two (2) or more employees coincide, then seniority shall be the determining factor among such employees.
- (5) Applicants must be prepared to perform the full scope of the General Clerk's job.
- (6) Applicants cannot maintain any restrictions regarding number of hours of work per week until all hours are in the General Clerk's category.

- (7) There will be a training period of two hundred and forty (240) hours of actual work within an eight-week period to decide:
- (a) if the employee wants the work, and
 - (b) if the employee can perform the work. (Such determination to be subject to the grievance procedure.)

If it appears that the training period should be adjusted in any individual case, the Union and the Co-operative shall meet to consider the merits of the particular situation. The training period may then be lengthened or shortened by mutual agreement between the Co-operative and the Union.

If the employee wishes to opt out of the program during the training period, they may do so at any time. If, prior to the expiration of the training program, the Co-operative claims that the employee is clearly incapable of performing the duties, the Co-operative shall consult with the Union and the matter shall be investigated to establish that a fair opportunity has been extended to the employee and that the employee will not be able to perform the duties by the end of the training period.

General Clerks shall not be able to exercise their seniority in claiming these hours as they are hours made available for the purpose of training and evaluation.

If either (a) or (b) above are negative, the employee would return to their former Clerk Cashier status.

- (8) Employees, except students, who are being paid the General Clerk rate for all hours worked on the date the Clerk Cashier makes application, would have first option on available hours except as set out in (7) above.
- (9) Clerk Cashiers on the program receiving General Clerk's hours must relinquish a corresponding number of hours as Clerk Cashiers. They may claim available hours only in the General Clerk category until they receive forty (40) hours per week in the General Clerk category.

Similarly, if there is a reduction in the number of General Clerk hours available to such employee, they may exercise their seniority in claiming a corresponding number of hours as Clerk Cashier.

When full-time hours have been achieved by the employee transferring into the General Clerk classification in accordance with the above procedure, seniority shall govern in all decisions involving preference in available hours or layoffs subject to Section 13 (c).

The foregoing shall not impair an employee's seniority for the purpose of vacation scheduling.

- (10) Employees involved in the transfer program at any stage will not be subject to the provisions of **Letter of Understanding #14** (b) of the Collective Agreement regarding maintenance of rate.

- (11) Transfers from Clerk Cashier to General Clerk shall take place in employee's store only. However, if there is more than one Cashier in a store waiting to transfer to General Clerk and another store in the area is going to hire a new General Clerk, then if one of the Cashiers wishes to transfer to that store the Parties will meet to discuss the practicality of the transfer.
- (12) An employee transferring from Clerk Cashier to General Clerk hours shall be paid for such hours at the next highest rate on the General Clerk's progression scale for the duration of the training period. Such rate is to be increased to the nine-month General Clerk's rate upon completion of the training period. Normal progression increases shall follow in accordance with number of hours worked. If an employee has previously worked regularly at the General Clerk's rate for all or part of their hours, they shall receive the top General Clerk's rate or the rate applicable in accordance with their hours. They shall not, in any case, receive less than the General Clerk rate that is next higher to their Clerk Cashier rate.
- (13) Should an employee who transferred into the General Clerk category from the Clerk Cashier category face layoffs within twenty-seven (27) months from the time they started work as a General Clerk under the program, they shall be able to exercise their seniority in the Clerk Cashier classification.

An employee may revert to the former classification after having made a choice under **sub-section (a) (7) under this letter** on the same basis as proceeding to General Clerk. The wage rate would then be changed to the applicable rate in the new classification.


Transfer from one classification to another and back can only occur once per individual.

- (b) General Clerk to Clerk Cashier: It is the understanding of the Parties to provide such a transfer program on the same general basis as the Cashier transferability.
- (c) In the case where two or more employees commence work on the same date, their seniority shall be determined at the end of the probationary period. At the end of the probationary period, the seniority dates of newly hired employees shall be sent to the Union office.
- (d) Service Clerk Transfer: After one (1) year in the Service Clerk classification, a Service Clerk may make a written request for transfer to another classification. Service Clerks shall proceed to these positions by seniority and ability in their store. Service Clerks moving to these positions shall be subject to a sixty (60) day probationary period. If within the sixty (60) day period it is determined that the Service Clerk cannot perform the duties required, they shall have the right to return to the Service Clerk classification with full seniority.

SIGNED THIS 16TH DAY OF AUGUST , 2016.

FOR THE UNION

UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Ivan Limpricht, President

FOR THE EMPLOYER

MACKENZIE CONSUMERS CO-OPERATIVE
ASSOCIATION

J.P. Stassen, General Manager

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