

COLLECTIVE AGREEMENT

Between

Buckerfield's Ltd.
5410 Trans Canada Highway
Duncan, BC V9L 6W4

And

United Food and Commercial Workers, Local 1518
350 Columbia Street
New Westminster, BC V3L 1A6

September 1, 2018 to August 31, 2020

Ratified by member vote: September 4, 2018



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AGREEMENT

THIS AGREEMENT entered into this 29th day of August, 2018.

Between: **BUCKERFIELD'S LIMITED**
5410 Trans Canada Highway
Duncan, BC V9L 6W4

(hereinafter referred to as the "**Employer**")
OF THE FIRST PART

And: **UNITED FOOD AND COMMERCIAL WORKERS
INTERNATIONAL UNION, LOCAL 1518**
350 Columbia Street
New Westminster, BC V3L 1A6

(hereinafter referred to as the "Union")
OF THE SECOND PART

WITNESSETH:

ARTICLE 1 – General

1.01 It is the purpose of this Agreement to maintain mutually satisfactory relations between the **Employer** and its employees, and to provide a satisfactory means of settling any differences or grievances which may arise and to establish and set forth conditions of employment to be observed between the parties hereto.

ARTICLE 2 – Scope

2.01 This Agreement applies to **warehouse operators and** store employees at the Buckerfield's Retail facility at Duncan, British Columbia, where Local 1518 of the United Food and Commercial Workers International Union, has been duly certified by the British Columbia Labour Relations Board excepting those employees excluded by the certification and one (1) Store Manager.

ARTICLE 3 – Relationship

3.01 The **Employer** agrees that there will be no discrimination, interference, restraint or coercion exercised or practiced by the **Employer** or any of its representatives with respect to any employee because of his/her membership in or connection with the Union and that membership in the Union by employees who are eligible to join will not be discouraged.

- 3.02 The Union agrees that there will be no intimidation, interference, restraint or coercion exercised or practiced upon employees of the **Employer** by any of its members or representatives and that there shall be no solicitation for membership, collection of dues, or other Union activities not specifically authorized by this Agreement on the premises of the **Employer** during an employee's working hours.
- 3.03 The **Employer** agrees that it will not cause or direct any lockout of its employees and the Union agrees that there will be no strikes or other collective action, which will stop or interfere with the operation until the dispute is dealt with under the Grievance Procedure.

ARTICLE 4 – Management

- 4.01 (a) The Union agrees that the management of the **Employer**, including the right to plan, direct and control store operations, the direction of the working force and the termination of employees for proper causes, are the sole rights and functions of the **Employer**.
- (b) Those matters requiring judgement 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 Article 21 of this Collective Agreement, providing that such employees have been employed by the **Employer** ninety (90) days or more.
- (c) It is understood and agreed that inasmuch as the **Employer** recognizes the Union as an employees' bargaining agency, as an evident of good faith, the Union will use its best efforts to have its members' responsibilities under this contract carried out in letter and spirit.
- (d) The **Employer** may bring forward at any meeting with the Union Committees any complaint with respect to the conduct of the Union, its officers or its Committeemen affecting the relationship between the Union and the **Employer** so that a satisfactory mutual understanding may be reached by the conferring parties.
- 4.02 The **Employer** also agrees to carry out the terms of this contract in letter and spirit.

ARTICLE 5 – Union Security and Recognition

- 5.01 The **Employer** acknowledges that the employees in the unit described above have selected the Union as the sole and exclusive bargaining agent and recognizes the Union as such for all employees in the said unit.
- 5.02 The **Employer** agrees that all employees now members of the Union and all employees who become members of the Union shall remain members in good standing of the Union while employed by the **Employer** during the life of this Agreement, as a condition of employment.
- 5.03 Since the Union is recognized as the bargaining agent for all employees, as defined in Article 1, and in order to promote harmony among all such employees, it is hereby provided that all employees shall become members of the Union. The **Employer** shall be kept informed in writing of the amount of the monthly union dues and the Union entrance fee as

set by the Union Constitution, By-laws or by decision of a regularly constituted local Union meeting.

- 5.04 New employees will not be subject to compulsory checkoff until they have been in the employment of the **Employer** for thirty (30) days of actual work, unless they become members of the Union before that time. After thirty (30) days worked, payment of Union dues is a condition of employment.
- 5.05 Subject to the other provisions of this Article, all employees to whom this Article applies shall give the **Employer** written authorization for the deduction and remittance of the Union dues aforesaid, in a form satisfactory to the **Employer**.
- 5.06 Upon receipt of an authorization in writing by an employee affected, forwarded through the Secretary of the Union, the **Employer** agrees to deduct from the pay of each such employee the Union entrance fee and Union membership dues once each calendar month and such deductions shall be remitted promptly to the Financial Secretary of the Local Union.
- 5.07 The Union hereby agrees to indemnify and save the **Employer** harmless against any and all claims, demands, suits or other form of liability arising out of or by reason of action taken or not taken by the **Employer** in reliance upon checkoff authorization supplied by the Union or for the purpose of complying with any of the foregoing checkoff provisions.
- 5.08 There shall be no contracting out of work presently performed by members of the bargaining unit without the mutual agreement of the **Employer** and the Union. The Union agrees not to arbitrarily withhold such agreement in any case where the **Employer** proves beyond a reasonable doubt that it is economically justifiable to contract out. In particular, but not so as to restrict the generality of the foregoing, the **Employer** shall have the right to contract out work of a nature which it has in the past contracted out, and work in the future which, in its opinion, is of such a type as to be incompatible in nature or uneconomical with work presently being performed by members of the bargaining unit. The **Employer** agrees to provide the Union with reasonable notice of its intention to contract out work.

ARTICLE 6 – Wages

- 6.01 Wages shall be paid in accordance with schedules "A" and "B" of this Agreement which is attached hereto and forms a part thereof.
- 6.02 If an employee meets with an accident while at work or becomes ill during his/her shift making him/her incapable of completing his/her shift he/she shall be paid for the balance of the shift at the applicable WorkSafeBC or Accident and Sickness Plan pay percentages.
- 6.03 (a) When an employee is temporarily transferred to another job for more than four (4) hours he/she shall receive the rate of pay applicable to the job to which he/she has been temporarily transferred, except where the rate of pay is less than that paid on his/her former job. In such cases the employee shall receive the rate of pay of his/her former job. However, if the transfer is of a permanent nature, which shall take into consideration seniority, the employee shall receive the rate of pay applicable to his/her new job. If this be lower than his/her former rate, he/she shall be paid the higher rate for ten (10) days before reverting to the lower rate.

- (b) The part time warehouse **operator** would be given, at the sole discretion of the manager, the opportunity to work in the store if any hours were available. Such work will be on the same terms and conditions as other non Union staff.
- 6.04 Transfers to lower paid jobs shall be referred to a joint Union/Management Committee before an employee's rate is reduced.
- 6.05 When a job category is to be established, eliminated or absorbed into a classification by the **Employer**, it is agreed that the **Employer** shall advise the Union of the proposed change at least ten (10) days prior to the effective date of such change for the purposes of discussing with the **Employer**, the personnel and the rate of the job. Any disagreement under this Clause concerning rate of pay, seniority, ability or job posting shall be subject to the Grievance Procedure - Article 21.
- 6.06 Employees who lose their seniority for any reason and are rehired or retained in the **Employer's** employ shall not lose the credit for their days of experience in computing their pay rates and shall receive the rate for the job classification being filled.
- 6.07 The **Employer** agrees to pay all bargaining unit employees regularly every two weeks. Should there be a substantial error in pay, correction will be made immediately.
- 6.08 Employees who apply for and are accepted to a different job classification shall be paid the rate for the new classification in accordance with their seniority.

ARTICLE 7 – Hours of Work

- 7.01 The following terms shall cover the **Employer's** retail operations covered by this Agreement.
 - (a) Hours of Work - Due to the changing and fluctuating nature of the retail business it may be necessary to vary the hours of work schedule of the employees, but in no case shall it exceed eight (8) hours per day or forty (40) hours per week without the payment of overtime provisions as outlined in Article 7.03.
 - (b) The **Employer** shall schedule the hours and days of work and post them outlining the starting and finishing times of all employees. Any time worked outside the schedule of hours shall be paid for at the applicable overtime rates unless the employee has been scheduled to work less than a full eight (8) hour shift, in which case straight time rates will apply for the first eight (8) hours. Any time worked outside of the schedule of hours under the provisions of this clause shall be performed on a voluntary basis. The senior employees shall have the choice of schedule of hours for their department or classification if they are capable of doing the work, provided this does not deplete the experienced staff on any shift. The work schedule shall be posted three (3) days prior to the start of the next schedule.
- 7.02 When it becomes necessary for any overtime to be worked such overtime shall first be offered to qualified employees in seniority order regularly employed in the department or in the classification where the overtime is to be worked. Failing to get sufficient employees in this manner, such overtime may be offered to qualified employees in other departments or in other classifications on a seniority basis.

- 7.03 Employees shall be paid time and one-half (1½) for the first two (2) hours and double (2x) time thereafter for all hours worked in excess of the hours set out in Article 7.01 and for all hours worked on their sixth day of work in a Saturday to Friday calendar week. All hours worked on their seventh day of work shall be at double (2x) time. No employee shall be required to work more than five (5) consecutive days unless otherwise mutually agreed with the store manager.
- 7.04 Any employees called in off schedule for emergency work shall be paid one (1) hour's travel time at regular rates and shall be through when the emergency is over, but shall receive at least four (4) hours' pay at his/her regular overtime rate. Seniority shall not necessarily apply for an occurrence endangering **Employer** personnel, property or assets.
- 7.05 All employees shall have two (2) fifteen (15) minute rest intervals during each eight (8) hour day without deduction in pay. It is understood that the fifteen (15) minute rest intervals shall be allocated as follows:
- Four (4) hours work, one (1) fifteen (15) minute break.
 - Over six (6) hours work a second fifteen (15) minute break.
- 7.06 Employees may elect to bank hours of overtime at appropriate time and one-half (1½) or double (2) times hours. Employees can bank up to a maximum of three (3) days per quarter. Employees must elect at the beginning of each calendar year whether they wish to bank their eligible hours each quarter.

Employees may take this banked overtime only at times mutually agreed by the employee and the manager. Three (3) weeks notice will be required prior to any banked time being taken unless otherwise agreed. Banked overtime will be taken in the quarter in which it originated or no later than the end of the following quarter. Portions of banked overtime must be taken in increments of not less than one (1) shift and not more than three (3) shifts at any one time. Unused time will be paid out on termination or on the first pay date following the end of each three (3) month period.

- 7.07 If an employee is required to work more than five (5) hours without a meal break, their meal period will be added to their regular hours of work, and if they work more than eight (8) hours in that day they will be paid overtime in accordance with the provisions of the Collective Agreement. Similarly, if an employee is required to work without the ability to take one (1) or more of their rest breaks as provided in 7.05 of the Collective Agreement, then they will have that time added to their regular time worked and if this causes them to work more than eight (8) hours in that day they will be paid overtime rates in accordance with the Collective Agreement. The Store Manager may, at his discretion, adjust an employee's shift on a day when a break or rest period is missed, to limit the total hours worked to the amount normally scheduled for that day.
- 7.08 Staff meetings will be scheduled at the discretion of management.
- 7.09 **Restriction of Availability**
An employee shall be permitted to restrict hours of work subject to management approval. Employees whose hours of work are restricted to twenty (20) hours of work or less will not be eligible for benefits.

ARTICLE 8 – Statutory Holidays

- 8.01 Statutory Holidays will be paid for at the employee's regular rates on the following basis:
- (a) Employees with less than thirty (30) days worked with the **Employer**: None.
 - (b) Employees with thirty (30) days or more worked shall be entitled to pay for up to ten (10) Statutory Holidays subject to Article 8.06.
 - (c) Number of hours paid shall be the employee's regular shift hours provided the employee has earnings in the pay period in which the holiday falls or is observed.
- 8.02 Statutory Holidays referred to above are as follows:
- | | | |
|----------------|------------------|-----------------|
| New Year's Day | Canada Day | Remembrance Day |
| Family Day | B.C. Day | Christmas Day |
| Good Friday | Labour Day | |
| Victoria Day | Thanksgiving Day | |
- 8.03 Any Statutory Holidays not specifically mentioned in this Agreement declared by the Federal or Provincial Governments, shall form part of this Agreement and paid for as provided.
- 8.04 Employees who may be required to work on Remembrance Day, Christmas Day, or New Year's Day shall be paid double (2x) the regular hourly rate for all hours worked plus any pay they may be eligible for under Article 8, 8.01. For all other Statutory Holidays time and one-half (1½) shall apply plus any pay they may be eligible for under Article 8, 8.01.
- 8.05 Statutory Holidays which fall on or observed on an employee's regular day off, shall be paid for on the following basis:
- (a) Regular shift hours pay at the employee's regular rates, or
 - (b) A day or days off with pay to be taken at a time mutually agreed to by the employee and the **Employer**.
- 8.06 An employee who is absent for reasons of sickness or accident during the period in which a statutory holiday occurs shall receive pay for such statutory holiday at the WorkSafeBC or Weekly Indemnity percentages as is applicable.

ARTICLE 9 – Vacations

- 9.01 Vacation eligibility, length of vacation and rate of vacation pay shall be calculated on the following basis:
- (a) Cut-off date for establishing vacation entitlement shall be **August 31st** each year.
 - (b) Eligibility for current year vacation entitlement shall be based on the employee's number of working days in the year vacation is earned, a complete year shall be 182 or more working days.

(c) Length of vacation and/or percentage of vacation pay to be based on number of years seniority.

9.02 If an employee has completed one (1) full year of service as of January 1st in any year, he/she shall be eligible for two (2) weeks vacation with pay. All employees who have been in the employ of the **Employer** for less than one (1) year as of January 1st of each year shall in that year be given holidays at the rate of five-sixths (5/6) of a day for each one (1) month's work in the previous year provided the employee is still on the payroll of the **Employer**.

9.03 (a) If an employee has worked 182 or more days in the year vacation is earned the following vacation schedule shall apply:

<u>Years of Seniority</u>	<u>Weeks of Vacation Eligibility</u>
Three (3)	Three (3)
Eight (8)	Four (4)
Fifteen (15)	Five (5)
Twenty-three (23)	Six (6)

(b) An employee not completing 182 days of actual work shall be eligible for vacation as per the above scale, but shall be paid vacation pay as per Article 9.06 (b).

9.04 Any employee who is eligible for more than three (3) weeks vacation shall be allowed only three (3) weeks of their vacation during the period June 15 to September 15 unless mutually agreed otherwise.

9.05 Employees qualifying for an additional week's vacation as per the previous schedule will be granted the additional week on the basis of their individual anniversary date.

9.06 (a) Employees shall receive vacation pay based on the rate that has been gained by permanent posting at the time the vacation is taken. The earned rate of pay for temporary transfers of more than thirty (30) working days immediately prior to the time vacation is taken, for vacation purposes, shall be considered regular rate.

(b) Employees covered by Article 9 not completing 182 eight (8) hour working days in the previous calendar year shall receive vacation pay equal to the greater of:

1. average weekly hours worked in the qualifying year times current rate of pay, calculated as follows:

(a) employees with 182 or more working days shall be paid based on average daily hours on actual number of days worked.

(b) employees with less than 182 working days shall be paid based on average weekly hours worked in the qualifying year

2. two percent (2%) of the employee's previous years earnings for each week of eligible vacation as per the scale set out in Article 9.03.

9.07 Personnel may take their vacations at times mutually agreed upon by the employee and management. A list to be submitted to the manager by April 15th of the current year. Vacations as far as possible, shall be staggered so as not to deplete any divisions of the staff and cannot be taken more than three (3) weeks at any one time unless mutually

agreed otherwise. Employees not submitting a holiday list by April 15th shall lose seniority preference in selection of vacation time. All vacation time due must be commenced by October 31st and completed by December 31st of the current year unless mutually agreed otherwise in writing.

- 9.08 Any employee who leaves the service of the **Employer** on his/her own accord or is dismissed for cause, shall be paid for any unused holiday credits in the year in which the employee quits or is dismissed for cause, in accordance with the applicable percentages as outlined above. This will not apply to layoffs by the **Employer** or retirement, in which case normal paid vacations will apply.
- 9.09 For each seven (7) days' vacation, vacation pay shall be at the rate of forty (40) hours pay per Article 9.06 (a) or two (2) percent of the employee's previous year's earnings whichever is greater. Employees will be paid their vacation pay on the day prior to proceeding on vacation. Upon application by the employee, vacation pay will be paid up to seven (7) days in advance.
- 9.10 In the case of employees who have been in the continuous employ of the **Employer** for one (1) year or more, time spent by an employee while on Workers' Compensation or off work due to a non-compensable accident or sickness, up to a maximum of eleven (11) months, will be counted as time worked in computing vacation allowance.
- 9.11 No employee shall be allowed to take his/her holiday pay and work his/her regular vacation period for the first three (3) weeks of his/her vacation entitlement. Vacation weeks in excess of three (3) in any year may be taken in the form of vacation pay rather than paid time off, such selection to be made after the three (3) weeks vacation has been taken.
- 9.12 If one of the ten (10) statutory holidays stipulated in Article 8, 8.02 hereof falls on a week day within the vacation period assigned to or chosen by the employee, the employee may be required to take such holiday with pay outside his/her vacation period.
- 9.13 Vacation pay shall be paid to the employee by Direct Deposit or separate cheque.
- 9.14 After sixty (60) days worked each employee shall be granted a floating holiday to be taken by the employee by mutual agreement between the employee and local management. This day is to be taken within the calendar year.
- 9.15 Permission for leave of absence without pay for personal reasons must be obtained as follows:
- (a) leave of absence without pay for one (1) week or less, may be authorized verbally by the local store manager,
 - (b) leave of absence without pay for more than one (1) week, must be applied for and approved in writing by the store manager. In no case will leave of absence exceed a three (3) month period. Under no circumstances will leave of absence be granted to allow an employee to accept another position temporarily, or venture into business for himself/herself. When an employee is on leave of absence without pay for more than twenty (20) working days, the employee shall pay a pro rated total premium for benefit plans.
- 9.16 An Employee shall be granted leave with pay to take courses required by the **Employer**. The **Employer** shall bear the full cost of the course, including tuition fees, entrance or

registration fees, laboratory fees and course required books, necessary traveling and subsistence expenses, and other legitimate expenses where applicable, upon presentation of completed expense claim forms with receipts. Fees are to be paid by the **Employer** when due.

ARTICLE 10 – Maternity and Education Leave

10.01 Pregnancy Leave

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

10.02 Parental Leave

- (a) An employee who requests parental leave under this Section has the following entitlement:
 - i) for a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Section 10 - up to thirty five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section 10.
 - ii) For a birth mother who does not take a leave under Section 10, in relation to the birth of a child - up to thirty seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks after that event.

- iii) for a birth father - up to thirty seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks of that event.
 - iv) for an adopting parent - up to thirty seven (37) weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- (b) If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a) above.
 - (c) The employee is required to give the **Employer** four (4) weeks advance notice in writing of their intent to take a leave under subsection (a) (i), (ii) or (iii). The **Employer** may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
 - (d) Benefit entitlement for the above leaves shall be as required in the Employment Standards Act.

10.03 Personal Leave of Absence

An employee may take up to six (6) weeks personal leave of absence without pay during a year with no loss of seniority or benefits. One (1) employee per store at any one time shall be eligible for this leave subject to operational requirements. Seniority shall be the determining factor in scheduling the leave.

10.04 Short-Term Educational Restrictions

Employees shall be permitted to schedule a day off each week without pay if taking a regularly scheduled educational program on a certain day (e.g., Saturday off if attending classes on Saturday), without loss of seniority or benefits. The employee must provide the **Employer** with fourteen (14) calendar days written notice requesting such leave. The **Employer** will make every reasonable effort to provide short-term educational leave subject to operational requirements.

ARTICLE 11 – Seniority

- 11.01 For the purpose of seniority employment, promotion, demotion, layoff and rehiring, all employees covered by the terms of this agreement shall be included in one seniority group in each location.
- 11.02 An employee's seniority shall date from the date upon which he/she entered the employ of the **Employer**. However, during the first ninety (90) days of employment the new hire shall be on probation and will receive at least one (1) written evaluation during the ninety (90) days. The decision whether to retain shall rest solely with the **Employer** and any termination during the probationary period will not be subject to the grievance procedure at Article 21 of this Collective agreement. Layoffs of less than twelve (12) months by the **Employer** will not break continuity of seniority.
- 11.03 Any employee within the bargaining unit promoted or transferred outside of the bargaining unit shall not retain his/her job classification but shall be allowed to retain his/her seniority for a period of four (4) months. During such period the employee shall have the right to revert to the bargaining unit voluntarily or on instruction by Management.

- 11.04 The **Employer** will supply to the Union Committee each January, a seniority list. Such list shall show name, classification, and Union seniority date. Said seniority list shall be posted on the bulletin board and revised every six (6) months. The **Employer** further agrees to send a copy of all revised seniority lists to the Union Office at 350 Columbia Street, New Westminster, BC V3L 1A6.
- 11.05 If an employee is absent from work because of accident or sickness he/she shall not lose seniority rights and shall also return to the position held prior to the absence, having regard to his/her capacity. In the case of such absence other than layoff, it shall be the duty of each employee so absent to notify the **Employer** of the reason for his/her absence and the length of time he/she expects to be away.
- 11.06 When an employee fails to return to work when recalled, or cannot be located after reasonable effort on the part of the **Employer**, a double registered letter will be mailed to the last known address of the employee, and if within two (2) days after delivery of such notice to the employee's last known address, fails to report for work or give reasonable cause for not reporting, he/she shall be considered to have quit his/her position voluntarily and his/her existing seniority rights shall thereupon be terminated. When such notice is sent to such employee, a copy thereof shall be sent concurrently to the Union. In rehiring, the last employee laid off shall, subject to the above provisions, be the first rehired.
- 11.07 (a) Provided that an employee has the ability to perform the work, the last employee hired shall in the case of layoff be the first laid off. In rehiring, the last employee laid off shall, subject to the above provisions, be the first rehired. In cases where it is necessary to secure workers in less time than the required notice, the **Employer**, if unable to make contact with the senior eligible employee, may recall the next senior employee and so on down the list until the vacancies are filled. However, should the senior employee subsequently report within the required time, he/she shall be given the work for which the next senior employee was recalled.
- (b) Employees may exercise their seniority to maximize hours on a daily basis provided they have the ability to perform the required work.
- 11.08 (a) Vacancies other than temporary, holiday relief, sickness relief or authorized leave of absence, shall be posted on the notice board for four (4) working days and filled by the senior employee who has the ability to perform the work and who has submitted written application to the Store Manager within four (4) days from the posting date. Employees so promoted or transferred shall be given reasonable time in which to qualify, up to thirty (30) days and failing will be returned to their former position. An employee who is absent due to sickness, accident or vacation not exceeding thirty (30) days at the time the vacancy was posted, shall receive equal consideration provided the employee makes his/her request within three (3) working days after his/her return to work. Any employee awarded a posted position shall remain in that classification for a period of six (6) months unless mutually agreed otherwise.
- (b) In the case of temporary transfers, except as set out in Section 11.09, the basis of transfer shall be made by seniority with the senior qualified employee within each location being offered the transfer first and so on down the applicable seniority lists, until by this process, a temporary vacancy has been filled. Should the vacancy not be filled by this procedure, then the basis of transfer shall be the junior qualified employee. The word "qualified" as used in this clause shall be interpreted to mean "ability to regularly perform the work without assistance."

- (c) Employees temporarily transferred shall retain their existing classification until permanently transferred by way of posting, but shall be paid in accordance with Section 6.03.
- 11.09 Temporary transfers for vacation relief, sickness or accident relief, or authorized leave of absence need not be made by seniority.
- 11.10 (a) The **Employer** shall supply application forms for employees to use for job postings. Any employee who applies for job postings shall fill out duplicate copies, with one copy to be submitted to the shop steward and the other copy to the store manager.
- (b) Job postings that differ in regular qualifications than that previously required on the job, shall be subject to discussion with the Union Committee before being posted.
- (c) Successful applicants' names, where applicable, shall be posted with the application within three (3) working days of the expiry date of the posting.
- (d) Classified employees shall not be required to perform work outside their posted classification when work is required within their classification or as otherwise mutually agreed.
- 11.11 Employees to be chosen by the Union to attend Union business outside of the location shall be granted leave of absence without pay not exceeding thirty (30) days each upon mutual agreement between the **Employer** and the Union, such agreement not to be unreasonably withheld. The Union shall give the **Employer** a written notice of one (1) week before exercising this prerogative. Upon mutual agreement between the **Employer** and the Union, the number of employees as referred to in this clause may be increased.

ARTICLE 12 – Safety and Health

- 12.01 The **Employer** shall make reasonable provisions for the safety and health of the employees during the hours of their employment. Protective devices and equipment to protect the employees from injury shall be provided by the **Employer**. Where such protective devices and equipment are provided by the **Employer**, such devices and equipment must be used by the employees.
- 12.02 The Union agrees that it will cooperate with the **Employer** in enforcing safety rules and policies.
- 12.03 No employee shall be disciplined or discharged for refusal to work on any job, or in any workplace or to operate any equipment where it is determined by the employee of the location that to do so would be unsafe or unhealthy. The application of this clause shall be as per Section 8.24 of the B.C. Industrial Health and Safety Regulations.
- 12.03 The **Employer** agrees to maintain a Health and Safety Committee at the store. The Committee shall function in accordance with the WorkSafeBC Health and Safety Regulations.

ARTICLE 13 – Severance Pay

13.01 Severance Pay: Should it become economically necessary to close the entire location or a particular major section or sections of the said location on a permanent basis and it is not reasonably expected that those affected will be re-employed in this or any other of the **Employer's** operations subject to Article 13.01 (d) a separation allowance will be paid to such employees subject to the following:

- (a) They are presently employed by the **Employer** and are accumulating seniority or have been laid off not later than ninety (90) days prior to the location's closing date.
- (b) The closing is not brought about by war, strike, walkout, work stoppage, slowdown or other cessation of work, fire, government action or Act of God.
- (c) Employees shall have the option to receive severance pay or transfer to another location. Said option shall be exercised within ninety (90) days of the date of closure.

The scale for severance allowance shall be based on the following formula:

Less than 1 year..... Nil
1 year to 2 years 2 weeks' pay
3 years to 6 years..... 3 weeks' pay

Years of service beyond 6 years service will apply the "formula"

The number of years' service minus five (5), times two (2) weeks' pay.

Example:

7 years - $5 \times 2 = 4$ weeks' pay
10 years - $5 \times 2 = 10$ weeks' pay
20 years - $5 \times 2 = 30$ weeks' pay
30 years - $5 \times 2 = 50$ weeks' pay

An employee shall have the option to remain on the payroll and the seniority list for possible recall. In this event, the **Employer** shall hold the severance allowance until the employee is recalled or ninety (90) days, whichever is sooner. If the employee is recalled within the foregoing period, no severance allowance shall be payable. If the employee is NOT recalled within ninety (90) days, the severance allowance shall be paid by the **Employer** forthwith.

For the purposes of this section, the location shall be deemed to be closed on a permanent basis, when it or they cease to operate for a period of ninety (90) days.

13.02 Employees who receive severance pay under the provisions of this Article shall, in doing so, terminate both their seniority and employment relationship with the **Employer** and shall have no further rights or privileges under this Agreement or under any other Labour agreement or agreements between the signing parties.

ARTICLE 14 – Jury Duty

- 14.01 An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted leave of absence with pay for the required period of absence, and all jury or witness fees received by the employee shall be remitted to the **Employer**.

ARTICLE 15 – Meal Allowance

- 15.01 If an employee is required to work more than two (2) hours past his/her eight (8) hour shift, the **Employer** shall pay the employee ten dollars (\$10.00) to purchase a meal. The **Employer** shall grant the employee a meal period of up to one (1) hour duration without pay.

ARTICLE 16 – Work Clothing

- 16.01 The **Employer** shall supply coveralls and raingear where agreed to between management and the Union committee. It is mutually agreed that where such apparel is provided for the employees' use, such apparel must be worn. Provisions of this clause only apply to employees after attaining seniority.
- 16.02 The **Employer** agrees to reimburse employees with seniority covered by wage schedules "A" and "B" (where applicable) in permanent classifications up to two hundred dollars (\$200.00) per calendar year on proof of purchase of safety shoes subject to Article 12.01.

ARTICLE 17 – Bereavement Leave

- 17.01 In the event of death of spouse, father, mother, or child, the employee shall be entitled to one (1) week's leave of absence with pay at the time of bereavement. 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. The family members listed in this paragraph include "step" family members, for example, father also includes step-father.

In the event of death of a brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, or any relative living in the household of the employee, the **Employer** will grant up to three (3) paid days compassionate Leave of Absence. This leave will be granted to attend the funeral and such time off must be taken at the time of bereavement or the time of service.

Should an employee's entitlement to the one (1) week's leave of absence with pay occur while the employee is on vacation, the employee's week of vacation will be re-scheduled at some later date as mutually agreed between the employee and the **Employer**.

This leave may be extended for up to five (5) working days by using vacation time and/or unpaid leave, if approved by management.

ARTICLE 18 – Service Pay Plan

- 18.01 Service Pay Plan: Employees with twenty-five (25) years of service with the **Employer** or more shall be eligible for payment under this plan. Payment shall be based on one hundred (100) dollars for each year of service. The total sum shall be payable upon an employee reaching **sixty-five (65) years of age**. Employees with twenty-five (25) years of service or more and who retire early because of poor health shall be required to present a doctor's certificate to the **Employer**. In such cases an employee may be required to take an examination by a doctor named by the **Employer** and a doctor named by the Union. If it is substantiated that his/her employment was injurious to his/her health, then he/she shall receive payment for his/her service with the **Employer** as stipulated above.

ARTICLE 19 – Employee Benefits

- 19.01 After ninety (90) days worked, employees shall have the option of joining the existing Medical Services Plan and Medical Services Association extended benefit plan. Total cost of these plans to be paid by the **Employer**.

In addition to these extended benefits as provided, each employee and their dependant will be provided up to two hundred fifty dollars (\$250.00) each two (2) years for prescription eyewear.

- 19.02 The **Employer** shall provide an Accident and Sickness plan to provide a benefit of seventy-five (75) percent of gross weekly earnings payable first full day of accident, first full day of sickness, fifty-two (52) week benefit period. Total cost of the Plan to be borne by the **Employer**. Re-qualifying period of ninety (90) days will not apply to employees laid off for less than twelve months.

- 19.03 Employees who are going to be absent from work, due to illness or injury, shall notify the **Employer** of the reason for the absence as soon as possible and not later than the start of the first shift the employee will be absent. The employee will be required to speak to the Manager or in his/her absence, the Escalation Manager.

An employee who must be absent due to illness or accident for more than three (3) days will notify the Store Manager or the Escalation Manager, **not later than the start of the first shift the employee will be absent**, that the employee is unfit for work for any extended period. **The employee will provide at the request of the Employer a physician letter stating the estimated duration of the absence.**

Thereafter, the employee **shall provide a physician letter stating the estimated duration of the absence upon the reasonable request of the Store Manager or the Escalation Manager. Should the duration of the absence stated in the initial physician letter be insufficient for medical reasons, the employee shall provide an updated physician letter within three (3) days of the end of the initial period certifying the medical requirement and estimated duration of the extension. The requirement to provide an updated physician letter will apply to any and all subsequent extensions.**

A maximum of twelve (12) months' sick leave will be granted and after this time, if the employee does not report for work, he/she loses his/her classified job. Failure to report from time to time, as required under this section, will cause an employee to lose his/her classified job status with the **Employer**.

It is understood and agreed between the **Employer** and the Union that weekly indemnity payments to entitled employees shall be the responsibility of the **Employer**. If payment of valid claims is not made by the insurance **Employer** within two (2) weeks from the time that the Carrier receives the completed application, the **Employer** shall then pay to the claiming employee, an amount equal to his/her entitlement. Payments made by the **Employer** for claims later found to be invalid or payments made by the **Employer** which are later paid by the carrier, shall be returnable to the **Employer**.

- 19.04 (a) Where an employee submits a claim to WorkSafeBC, which would, were it not for the existence of Workers' Compensation, entitle the employee to weekly indemnity benefits under this section, and such claim is disputed or delayed by the WorkSafeBC, the employee may submit a claim for weekly indemnity benefits. If WorkSafeBC later accepts responsibility for the payment of such disputed or delayed claim, then weekly indemnity benefits received are to be reimbursed to the **Employer**. At the **Employer's** option, the employee, with the full support and cooperation of the **Employer** and the Union, will pursue the appeals procedure under WorkSafeBC.
- (b) Where there is a question as to the validity of an employee's claim of ten (10) or more working days, it shall be referred to a specialist in the field of concern. Said specialist to be mutually agreed upon between the **Employer** and the employee. The cost of the evaluation shall be paid for sixty (60) percent by the employee and forty (40) percent by the **Employer**. If the specialist rules in favour of the employee the employee portion of the evaluation shall be reimbursed directly to the employee. The decision of the specialist shall be final end binding on all parties.

19.05 Dental Plan

- (a) Dental Plan: Effective July 1, 1996 the **Employer** shall enter into the United Food and Commercial Workers Union, Local 1518 Dental plan on the following basis:

The **Employer** will contribute forty-three (77¢) per hour for each straight time hour worked by all employees in the bargaining unit. Paid vacation and statutory holiday pay shall be considered as time worked for the purpose of this clause. Such contributions shall not exceed **thirty dollars and eighty cents (\$30.80)** per employee per week.

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.

The terms and conditions of the plan shall govern coverage for employees of the **Employer**.

19.06 Life Insurance shall be provided for each qualifying employee in an amount of forty thousand (\$40,000) dollars.

19.07 All benefits under Article 19 are effective on attainment of seniority for all permanent and part time seasonal classifications. The **Employer** agrees to maintain benefit premium payments for employees off work due to illness or injury for a period not to exceed twelve

(12) months. The **Employer** shall pay the appropriate premiums for all employees who have worked an average of twenty-four (24) hours per week in the previous month.

19.08 The **Employer** agrees to reimburse employees the cost of providing medical certification when same is required by the **Employer** or its insurance carrier.

19.09 The **Employer** agrees to provide a long-term disability plan to provide a benefit of fifty (50) percent of an employee's regular earnings subject to the following conditions:

1. Benefits commence upon the expiration of weekly indemnity benefits.
2. Benefits continue for one (1) year while unable to perform own occupation and to age sixty-five (65) if prevented from performing any occupation.
3. Benefit reduced by C.P.P., W.C.B. and I.C.B.C. disability benefits.
4. Maximum benefit two (2) thousand dollars per month.
5. Coverage to exclude pre-existing conditions at date of coverage. A pre-existing condition is one that existed before a member became insured. No benefit is payable if a disability is related to a pre-existing condition and begins within ninety (90) days of the member becoming insured. An employee must be free from all drugs and medications associated with that condition for ninety (90) days either before or after the effective date of the policy. This exclusion does not apply if the member after becoming insured has been actively working for twelve consecutive months with no absence related to a pre-existing condition.

The **Employer** will pay one hundred percent (100%) of premium cost.

19.10 The Union reserves the right to have the employees vote on participating in the U.F.C.W. Education Fund and the **Employer** agrees to administer the deductions.

19.11 United Food and Commercial Workers Industry Pension Plan

Effective January 1, 2007, Sections 19.11 and 19.12 will be replaced by the following:

Employee and **Employer** contributions, along with a list of the participating Employees for whom they have been made, shall be forwarded by the **Employer**. These listings shall be prepared in alphabetical order and shall show for each participating Employee:

1. their Earnings;
2. the Employee contribution deducted from the Earnings;
3. the **Employer** contribution made in respect of the participating Employee;
4. the date they became an Employee and the date they became a participating Employee;
5. the date they ceased to be an Employee and the reason for cessation if they are no longer a participating Employee.

It is agreed that the following contributions shall be made to the Plan and Trust:

By each participating Employee – a percentage of their earnings received from the **Employer**. The percentage applicable to each participating employee shall be as follows:

Age at Last Birthday	Percentage
Less than 30 years	Nil
30 or more but less than 40 years.....	one percent (1%)
40 or more but less than 50 years.....	two percent (2%)
50 years or more.....	four percent (4%)

Contributions by participating employees shall be made by payroll deduction.

Changes in contribution by participating employees shall be effective from the first pay period following the date in which they become age 30, 40 and 50 respectively.

Earnings shall mean the total compensation paid to a participating employee and recorded as earnings (excluding taxable benefits) on the T-4 (or similar tax reporting form should this designation by Revenue Canada be changed in the future) provided to the participating employee each year.

By the **Employer** – the percentage set forth below, of the earnings of each participating Employee. The percentage applicable shall be as follows:

Date	Percentage
January 1, 2007	6%

ARTICLE 20 – Automation and Technological Change

- 20.01 The **Employer** will provide the Union with two (2) months' notice of intention to introduce automation equipment which will result in displacement or reduction of personnel.
- 20.02 Employees becoming redundant due to new equipment shall be eligible for retraining to qualify them for the operation of such new equipment. Such retraining will be provided by the **Employer** without loss of pay to the affected employee(s).
- 20.03 In cases where retraining of employees is not practical or where other positions within the **Employer** are not available, the employee(s) shall elect for termination of employment or shall elect to remain on the seniority list. An employee on recall under this section shall receive all the benefits he/she had accrued to the date of being placed on the recall list. Such benefits to be paid at the end of the recall period or at such earlier time as he/she may elect to terminate.
- 20.04 Employees whose services are terminated because of automation shall receive a separation allowance in accordance with the scale outlined in Article 13, section 13.01 of this Agreement.
- 20.05 The **Employer** agrees to keep the Union committee informed of the names of the individuals responsible for directing the working force and the Union agrees to keep the **Employer** informed of the members of the individual safety and grievance committees.

ARTICLE 21 – Grievance Procedure

21.01 (a) The Union shall elect from time to time, from its members, shop stewards who shall represent the Union for all purposes of this Article. For the purposes of this Article, any grievances with the exception of 21.05 (b) shall be filed by the grievor within a period of twenty (20) working days after the grievance has occurred or when it becomes known.

It is agreed between the parties that under the application of 21.01 (a) the time limits referred to herein may be waived by mutual agreement between the parties or by an arbitration board.

- (b) Statutory Holidays shall not be considered as working days wherever this phrase occurs in this Article.
- (c) All grievances shall be taken up on **Employer** time during regular day shift working hours.
- (d) The **Employer** recognizes the right of the shop stewards to process any grievance that is brought to his or her attention or to pursue matters affecting relations between the **Employer** and the employees as they relate to the terms of the Collective Agreement. For the purpose of this Agreement, a grievance is defined as any difference between the parties, concerning the interpretation or application of this Agreement.

21.02 The employee shall first discuss his/her grievance with his/her shop steward. If the shop stewards **are** unable to settle the grievance with his/her manager within two (2) working days, it shall be processed to 21.03.

21.03 The Union committee shall take the matter up with a committee designated by the **Employer**. An outside representative of the Union may be called in if so desired. Failing a satisfactory settlement of this section within five (5) working days, it shall be referred to 21.04. All grievances at this stage shall be in writing and presented to the **Employer** not less than two (2) days prior to a meeting to be held unless mutually agreed otherwise.

21.04 In the event that the grievance is not satisfactorily settled by these methods, it shall be referred to a Board of Arbitration to be set up in the following manner:

- (a) The **Employer** and Union shall appoint one (1) member each who shall then get together and endeavour to appoint a chairman satisfactory to both parties. Failing agreement, they shall apply to the Labour Relations Board (B.C.) to name a chairman, further requesting that such appointment shall be made within seven (7) working days. The Board, thus set up, shall decide its own method of procedure provided, however, that both parties are given ample opportunity of presenting their case. The Board shall render its decision and the majority decision of the Board shall be final and binding on both parties.
- (b) The **Employer** shall pay all the expenses of its nominee and the Union shall pay all the expenses of its nominee. The expenses and compensation of the Chairman shall be divided equally between the parties.

- 21.05 (a) The **Employer** must give the shop steward notice in writing of the suspension or discharge of any employee and the reasons on the day such action is taken.
- (b) If an employee is dismissed for any reason and feels that he/she has been unjustly dealt with, he/she shall, within seventy-two (72) hours from receipt of written notice of dismissal, notify both the shop steward and the **Employer** in writing. The dismissal in question shall then constitute a grievance and shall be dealt with as such. If, subsequently, it is decided that the employee was unjustly dismissed, he/she shall then be reinstated in his/her former position and shall be compensated for the time lost at his/her regular rate of pay or granted such lesser compensation as may be deemed fair in the circumstances.
- 21.06 When a grievance which involves an error in the proper earnings of an employee is subsequently settled and as a result of such settlement, the wages of an employee are adjusted, such adjustment shall be made retroactive to the date on which the error in the earnings was made. If the date cannot be established, then the adjustment shall be effective the date the grievance was laid or such other date as may be agreed upon.
- 21.07 Stewards shall have the right to investigate or adjust grievances on domicile premises on **Employer** time without loss of pay. The steward shall obtain permission from the location manager or his/her delegate before leaving his/her work, which permission will not be unreasonable withheld.
- 21.08 An Employee shall have the right to have his/her steward **or, if the steward is not on shift, another bargaining unit member of his/her choice** present at any discussion with supervisory personnel which the Employee believes might be the basis of a recorded disciplinary action. Where a supervisor intends to interview an Employee for disciplinary purposes, the supervisor shall make every effort to notify the Employee in advance of the interview in order that the Employee may contact his/her steward, providing that this does not result in the undue delay (in excess of 24 hours) of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- 21.09 An Employee shall be given a copy of any document placed on the Employee's file which might be the basis of disciplinary action. Should an Employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Any document relating to the disciplinary action other than formal Employee appraisals, shall be removed from the Employee's file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction. The **Employer** agrees not to introduce as evidence in any hearing any document from the file of an Employee, existence of which the Employee was not aware at the time of filing. In order for the warning to be disregarded, the Employee must work 80% of his available hours within the eighteen (18) calendar month period or the eighteen (18) calendar month period shall be extended until the 80% rule is met.

ARTICLE 22 – Duration of Agreement

- 22.01 The parties hereto mutually agree that this Agreement shall be effective from and after the **September 1, 2018** to the **August 31, 2020** and thereafter from year to year unless at any time within the four (4) months immediately preceding the date of expiry of the Agreement,

written notice to contrary intention is given by either party to the other party. Wage increases to be effective as stated, all other amendments effective date of ratification.

22.02 The parties hereto agree to commence negotiations within ten (10) days after receipt of such notice. If no agreement is reached at the expiration of this Agreement and negotiations are continued, the Agreement shall remain in force up to the time a subsequent agreement is reached or until negotiations are discontinued by either party.

SIGNED THIS _____ DAY OF _____, _____.

**ON BEHALF OF THE EMPLOYER
BUCKERFIELD'S LTD.**

**ON BEHALF OF THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518**



Kelvin McCulloch, President

Ivan Limpricht, President

WAGE SCHEDULE

WAGE SCHEDULE – September 1, 2018 to August 31, 2020				
	2018/2019		2019/2020	
	Start	Year 1	Start	Year 1
Clerk 1	\$17.55	\$19.60	\$17.99	\$20.09
Senior Warehouse Operator	\$17.55	\$19.60	\$17.99	\$20.09
Clerk 2	\$15.50	\$17.55	\$15.89	\$17.99
Assistant Warehouse Operator	\$15.50	\$17.55	\$15.89	\$17.99
Acct/Receiving Clerk	\$16.52	\$18.57	\$16.93	\$19.03
Seasonal / Part Time	\$15.12	N/A	\$15.50	N/A

Clarification of Pay Classifications

- 'Start' refers to the initial hiring date of the employee.
- 'Year 1' refers to the year commencing on the 1st of September after the initial hiring date.
- After 'Year 1', wages are increased annually on the next 1st of September by the amount of the Average Consumer Price Index in July 2018, which is 2.5%.

TEMPORARY PAY RATE FOR ACTING STORE MANAGER

Members serving as Acting Store Manager during extended absences of the Store Manager (e.g. vacation, sick time off, but not including normal weekends or Statutory holidays) will receive the Relief Manager rate of **\$24.60** per hour plus normal benefits.

JOB DESCRIPTIONS

Preamble: The job descriptions as attached shall form part of the Collective Agreement. Upon request an employee shall have the opportunity to review their job description with the **Employer**.

POLICY AND PROCEDURES

Notwithstanding the **Employer** will review and revise policies and procedures on an ongoing basis. These revisions will be made available to all employees as they apply.

SAFETY & LOSS PROCEDURES

The employees will cooperate with the **Employer** to ensure all safety and loss procedures, legislative controls and all Federal and Provincial regulations are being followed as they relate to the position.

For greater certainty, employees are responsible for reporting directly and immediately to management:

- All incidents of (1) Bullying and Harassment and (2) Occupational Health and Safety.
- Including incidents involving customers.
- In accordance with WorkSafeBC requirements and **Employer** policy and procedures.

POSITION TITLE: CLERK 1

INCUMBENT:

REPORTS TO: STORE MANAGER

POSITION SUMMARY:

The senior salesperson and administrator reporting to the Store Manager within the retail sales unit responsible for the operation of the unit and oversight of Clerk 2s.

This position is also responsible for the preparation and/or coordination of reports and documentation in the unit, as required, on a day to day basis. All appropriate documentation must be presented for signature to the Store Manager for authorization.

QUALIFICATIONS:

Incumbent must possess a current and valid B.C. Pesticides Dispenser Certificate and a Veterinarian Drug Dispensers Certificate.

RESPONSIBILITIES:

Will maintain a high level of sales productivity and customer service. This position will 'set the pace' for sales productivity within the unit.

Will monitor and control POS system reports, daily bank deposits, cash shorts and overs. Will communicate any developments and changes to the POS system, to the rest of the staff.

Will monitor and coordinate Purchase Order and Inter Branch Transfer functions, within the unit. This will involve the adherence to proper procedures for; creating, filing, and completing the Purchase Order and Inter Branch Transfer cycles.

Will process and monitor Customer payments on Accounts, paid-out disbursement, NSF cheques, Unauthorized sales, payroll sheets and merchandise returns for credit or repair.

Will maintain Pesticides Dispenser Registry and Veterinarian Drug Dispenser records to meet legislative requirements.

Will maintain and order stationery, office supplies and packaging materials, as required.

Will provide input and recommendations to the manager on productivity and evaluation of all staff.

Will assist and provide input regarding the selection and ordering of products for the unit as well as input regarding the annual budgeting process.

Will carry out and maintain merchandising and housekeeping standards, as directed by the Store Manager.

Will maintain a clear understanding of all product lines carried in the unit. Will maintain a high degree of product knowledge when new products are introduced.

Will assist Store Manager, where required, in the collection of NSF cheques and outstanding customer accounts.

Will maintain a high awareness of loss prevention, protection of **Employer** assets and inventory as well as set a good example of behavior to other staff.

Will handle customer complaints in an efficient and congenial manner. All customer complaints are to be communicated to the Store Manager, as they arise.

Will be fully conversant with and perform the unit opening and closing procedures as assigned by Store Manager.

Will assist in overall security by ensuring all products leaving the premises are accompanied with the appropriate documentation.

Will perform other duties as assigned by the Store Manager.

POSITION TITLE: CLERK 2

INCUMBENT:

REPORTS TO: STORE MANAGER

POSITION SUMMARY:

The Clerk 2 will demonstrate a high degree of skill and interest in retail sales in the agricultural, horticultural and pet business. The incumbent will also be responsible for maintaining the display, housekeeping and merchandising standards in the unit.

QUALIFICATIONS:

Incumbent must possess a current and valid Veterinarian Drug Dispensers license and a B.C. Pesticides Dispenser license.

Must have previous sales experience in a retail operation or experience with either agricultural, horticultural or pet related business.

RESPONSIBILITIES:

Will provide a high degree of customer service to all customers in the unit, including greeting customers in person and on the phone, in a courteous and congenial manner. Will ensure all customers needs are satisfied through effective selling skills.

Will be responsible for maintaining a clear understanding of the products carried and sold. Product knowledge should be constantly upgraded and updated to effectively advise the customer and make appropriate recommendations.

Will be responsible for carrying out and maintaining the housekeeping and merchandising standards as directed by the manager or designate.

Will be fully conversant with and adhere to, all applicable policies and procedures as described in the Policies and Procedures Manual. Notwithstanding, the **Employer** will review and revise the Policies and Procedures on an ongoing basis. These revisions will be made available to all employees, as they apply.

Will co-operate with the **Employer** to ensure all Safety and Loss procedures, legislative controls and all Federal and Provincial regulations are being followed as they relate to the position.

Will order, price and merchandise products as they are assigned by Store Manager or designate.

Will be fully conversant with the Point of Sale System and any updates as they are implemented, including the performing of the daily close-off procedures, when required.

Will provide input and recommendations to the Store Manager on the performance and activity of assigned product groups within the store.

Will assist in Store security by ensuring all products leaving the premises are accompanied with the appropriate documentation.

Any other duties as assigned by the Store Manager including temporary Clerk 1 duties, daily cash and sales reports, bank deposits, provide temporary warehouse relief/assistance and opening and closing the facility, when assigned.

POSITION TITLE: SENIOR WAREHOUSE OPERATOR

INCUMBENT:

REPORTS TO: STORE MANAGER

POSITION SUMMARY:

The senior warehouse **operator** and administrator within the warehouse and yard unit is responsible to the Store Manager for the efficient and effective operation and administration of the unit, including complying with occupational health and safety in all areas of the unit, overall procedures for safeguarding assets, day-to-day ordering of classes of products as assigned by the Store Manager, maintaining accuracy of warehouse inventory and oversight responsibility for Assistant Warehouse Operators.

This position is also responsible for the preparation and/or coordination of reports and documentation in the unit as required on a day-to-day basis. Orders, reports and documentation must be presented to the Store Manager for authorization and signature prior to processing.

QUALIFICATIONS:

The ability to operate light equipment (i.e. forklift, pallet jack) in the handling of all products carried in the unit. A basic knowledge of the safe handling, movement and storage of heavy goods and chemicals. Must possess valid B.C. Pesticides Dispenser Certificate, Veterinarian Drug Dispenser Certificate and Certificate for Qualification of Lift Truck Operation, where applicable.

RESPONSIBILITIES:

Will serve customers in a friendly and proficient manner as required. This will involve the proper and secure loading of customer purchases into customer vehicles.

Will ship and receive merchandise in the unit and ensure accurate and proper paperwork accompanies all merchandise being shipped, as directed by the Store Manager.

Will adhere to housekeeping standards as directed by the Store Manager to ensure the safe and efficient storage and handling of all stock and materials.

Will be responsible for ordering and maintaining appropriate inventory levels of products, as directed by the Store Manager.

Will rotate inventory to maintain a first in first out method of control to eliminate spoilage and stale dating.

Will more, store and transport merchandise in the unit to ensure the least amount of damage occurs.

Will protect the **Employer** assets and equipment to minimize loss and damage. This will involve a maintenance program for the equipment used as directed by the Store Manager.

Will ensure all Safety and Loss procedures, legislative controls and all Federal and Provincial Regulations are being followed as they relate to the position.

Will be fully conversant with and adhere to, all applicable Policies and Procedures as described in the Policy and Procedures Manual.

POSITION TITLE: ASSISTANT WAREHOUSE OPERATOR

REPORTS TO: Store Manager

POSITION SUMMARY: Incumbent will be responsible for the efficient handling, receiving, shipping, and warehousing of specific merchandise carried in the unit.

QUALIFICATIONS: The ability to operate light equipment (forklift / pallet jack) in the handling of all products carried in the unit. A basic knowledge of the safe handling, movement, and storage of heavy goods and chemicals. Must possess a valid Certificate for Qualification of Lift Truck Operation and should obtain a BC Pesticide Dispenser Certificate and a Veterinarian Drug Dispenser Certificate within one year of hiring.

RESPONSIBILITIES:

- Will serve customers in a friendly and proficient manner as required. This will involve the proper and secure loading of customer purchases into customer vehicles.
- Will ship and receive merchandise in the unit and ensure accurate and proper paperwork accompanies all merchandise being shipped, as directed by the Store Manager.
- Will adhere to housekeeping standards as directed by the store Manager to ensure the safe and efficient storage and handling of all stock and materials.
- Will be responsible for ordering, and maintaining appropriate inventory levels of products as directed by the Store Manager.
- Will rotate inventory to maintain a first in first out method of control to eliminate spoilage and stale dating.
- Will move, store, and transport merchandise in the unit to ensure the least amount of damage occurs.
- Under the guidance of the Warehouse **Operator**, comply with the **Employer's** maintenance program for minimization of loss and damage to **Employer** assets and equipment.
- Under the guidance of the Warehouse **Operator**, comply with all Safety and Loss procedures, legislative controls, and all Federal and Provincial regulations.
- Under the guidance of the Warehouse **Operator**, comply with all applicable policies and procedures as described in the Policies and Procedures Manual.

POSITION TITLE: ACCOUNTING/ RECEIVING CLERK, DUNCAN LOCATION

INCUMBENT:

REPORTS TO: STORE MANAGER

QUALIFICATIONS

General knowledge and experience in Business Accounting including bookkeeping to Trial Balance.

Experienced in Inventory Control systems.

Qualified in computerized environment, both accounting and inventory control.

Good working knowledge of farm, feed, livestock, nursery and pet products, including: hardware, farm and garden tools, feed, veterinary supplies, apparel, horticultural products and supplies.

RESPONSIBILITIES:

Receive all store products, check orders for accuracy and completion, price stock received for retail.

Monitor, check and report on the accuracy of the inventory records.

Prepare all Receiving documents for payment.

Monitor and/or create all POS system reports.

Work closely with Store Manager to make changes, and adjustments to POS.

Assist with compiling Purchase Orders.

Maintain Purchasing and Accounts Receivable files.

Maintain relations with suppliers and customer accounts.

Manage store office functions; order office supplies and stationery, coordinate courier services, etc., as needed.

Assist with other duties as assigned by the Store Manager.

SEASONAL ASSISTANTS

Contract language is required to provide for up to 4 Seasonal Assistants for not more than five months each year between February and July to perform reduced job responsibilities compared with Clerk 2s and Assistant Warehouse Operators during the busy season.

1. Job Description: See below.
2. Starting **2018** Rate: **\$15.12** per hour – *includes pay in lieu of benefits*
3. Annual increment: BC Consumer Price Index **2.5%**
4. Employment duration: Not more than five months in a year, *ending before July 31*
5. Seniority: *Will be credited if hired as a regular full time employee.*
6. The above provisions for Seasonal Assistants shall form part of the Agreement.

JOB DESCRIPTION

POSITION TITLE: SEASONAL ASSISTANT

INCUMBENT:

REPORTS TO: STORE MANAGER

POSITION SUMMARY:

Incumbent will be responsible to the Store Manager for performing various Clerk, Warehouse and Yard duties specified below.

Employment is seasonal and will end not later than July 31 each year.

QUALIFICATIONS:

The ability to operate a cash register, serve customers, operate light equipment not requiring regulatory certification and carry out other Clerk and Warehouse activities under direction.

RESPONSIBILITIES:

Assist Clerks and Warehouse staff in the performance of their duties.

Develop an understanding of all new and existing product lines carried in the unit.

Serve customers in a friendly and proficient manner including proper and secure loading of customer purchases into customer vehicles.

Conduct proper watering, maintenance and merchandising of nursery stock and under the direction of the Store Manager or designate.

Move, assemble, store, transport inventory, displays and other materiel in the unit under the direction of the Store Manager or designate.

Protect and maintain the **Employer** assets and equipment to minimize loss and damage as directed by the Store Manager or designate.

Ensure all Federal and Provincial Regulations are followed as they relate to the position.

Maintain housekeeping standards as directed by the Store Manager or designate.

Develop an understanding and comply with applicable standards for WorkSafeBC, occupational health and safety, loss prevention, protection of **Employer** assets and inventory.

Resolve customer complaints in an efficient and congenial manner or otherwise report them to the Store Manager or designate as they arise.

Perform other duties as assigned by the Store Manager or designate.

-
1. The **Employer** may hire up to four (4) full-time or part-time Seasonal Assistants, as needed, for a maximum term of five (5) months between February and July of each calendar year.
 2. The wage rate applicable to Seasonal Assistants, set out in Schedule A, includes vacation pay and pay in lieu of benefits. A Seasonal Employee will be eligible to advance to the "After 1 Year Rate" if rehired for a second season, to the "After 2 Year Rate" if rehired for a third season, etc.
 3. Articles 9, 13, 18, and 19 of the Collective Agreement do not apply to Seasonal Employees.
 4. Article 11 of the Collective Agreement does not apply to Seasonal Employees, except:
 - a. Seasonal Employees will be on probation for their first ninety (90) days of employment. The decision whether to retain shall rest solely with the **Employer** and any termination during the probation period will not be subject to the grievance process;
 - b. Subject to satisfactory performance in previous seasons, a Seasonal Employee is eligible to be rehired to a vacant seasonal position in subsequent seasons;
 - c. Seasonal Assistants may be laid off at any time without notice;
 - d. Seasonal Assistants are eligible to apply for posted non-seasonal opportunities, and will be considered for such opportunities in accordance with Article 11. If hired into a non-seasonal position, the Seasonal Assistant will be credited seniority based on their total days of work with the **Employer**, and such seniority will determine the appropriate rate of pay in their new position.
 5. Seasonal Assistants who are hired into non-seasonal opportunities shall be eligible to receive benefits in accordance with Article 19 after completing a total of ninety (90) days of Full-Time work in seasonal or non-seasonal positions.

LETTER OF UNDERSTANDING #1

By and between: **BUCKERFIELD'S LTD.**
5410 Trans Canada Highway
Duncan, BC V9L 6W4

And: **UNITED FOOD AND COMMERCIAL WORKERS**
INTERNATIONAL UNION, LOCAL 1518
350 Columbia Street
New Westminster BC V3L 1A6

RE: SALES TARGET BONUS

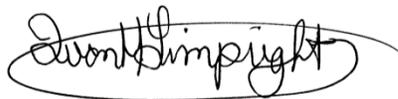
1. Every month a specific sales target is set by Executive Management. At the end of the month, if the sales target has been reached, all staff will be paid \$1.00 per hour more than their standard hourly rate for all hours worked during the month when the target was achieved.
2. If the target for a particular month is not achieved, but the sales for the next month exceed the next month's target by the amount needed to cover the shortfall from the previous month, then the bonus of \$1.00 per hour will be paid for both months.
3. If the monthly sales targets are routinely met and exceeded by substantial amounts, Executive Management may increase the bonus level beyond \$1.00 per hour to a level which is consistent with the higher level of achievement.
4. Bonuses will be paid on the first payroll of the next month after the end of the month when the target was achieved, time permitting, or the second payroll after the end of the month if the first payroll cutoff is too tight.
5. The staff program is offered and administered at the sole discretion of Executive Management.

SIGNED THIS 1ST DAY OF MARCH, 2012.
RENEWED THIS 10TH DAY OF JULY, 2017.

RENEWED THIS 29TH DAY OF AUGUST, 2018.

ON BEHALF OF THE EMPLOYER
BUCKERFIELD'S LTD.

ON BEHALF OF THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kelvin McCulloch, President

Ivan Limpricht, President

LETTER OF UNDERSTANDING #2

By and between: **BUCKERFIELD'S LTD.**
5410 Trans Canada Highway
Duncan, BC V9L 6W4

And: **UNITED FOOD AND COMMERCIAL WORKERS**
INTERNATIONAL UNION, LOCAL 1518
350 Columbia Street
New Westminister BC V3L 1A6

RE: CURRENT BUCKERFIELD'S EMPLOYEES

WAGE SCHEDULE – September 1, 2018 to August 31, 2020				
Position	Employee	August 31, 2018 Hourly Wage	September 1, 2018 Hourly Wage	September 1, 2019 Hourly Wage
Clerk 1	Richard, Rhonda	\$20.94	\$21.46	\$22.00
Clerk 2 (Paid as Clerk 1)	Eagen, Tom	\$21.43	\$21.97	\$22.51
Clerk 2	Thomassen, Haley	\$17.12	\$17.55	\$17.99
Clerk 2	Malloch, Sheri	\$17.12	\$17.55	\$17.99
Senior Warehouse	Parlee, Gord	\$22.94	\$21.97	\$22.51
Assistant Warehouse	Jang, Jordan	\$17.92	\$18.37	\$18.83
Assistant Warehouse	McGaw, Nicole	\$17.51	\$17.95	\$18.40
Assistant Warehouse	Berben, Mike	\$17.51	\$17.95	\$18.40
Acct/Receiving Clerk	Herriott, Beverly	\$16.12	\$18.57*	\$19.03

***Under the terms of the previous Collective Agreement this hourly wage was \$18.12.**

SIGNED THIS 29TH DAY OF AUGUST, 2018.

**ON BEHALF OF THE EMPLOYER
BUCKERFIELD'S LTD.**

**ON BEHALF OF THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518**



Kelvin McCulloch, President

Ivan Limpricht, President

LETTER OF UNDERSTANDING #3

By and between: **BUCKERFIELD'S LTD.**
5410 Trans Canada Highway
Duncan, BC V9L 6W4

And: **UNITED FOOD AND COMMERCIAL WORKERS**
INTERNATIONAL UNION, LOCAL 1518
350 Columbia Street
New Westminster BC V3L 1A6

RE: GORD PARLEE

Gord Parlee will be paid additional compensation as follows:

November 30, 2018	\$750
February 28, 2019	\$750
May 31, 2019	\$750
August 31, 2019	\$750
November 30, 2019	\$775
February 28, 2020	\$775
May 31, 2020	\$775
August 31, 2020	\$775

SIGNED THIS 29TH DAY OF AUGUST, 2018.

ON BEHALF OF THE EMPLOYER
BUCKERFIELD'S LTD.

ON BEHALF OF THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kelvin McCulloch, President

Ivan Limpricht, President

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