

COLLECTIVE AGREEMENT

Between

**Canadian Tire Store #360, Prince George
(Selen Anita Securities Inc.)**

And

United Food and Commercial Workers Union, Local 1518

July 1, 2017 to June 30, 2022

Ratified by member vote: April 30, 2017



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MEMORANDUM OF AGREEMENT made this 30th day of April , 2017.

BY AND BETWEEN: **CANADIAN TIRE #360 (Selen Anita Securities Inc.)** a body corporate carrying on business in the Province of British Columbia, at 5008 Domano Blvd, Prince George, B.C.

(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 Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer 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 Employer and the Union mutually agree as follows:

SECTION 1 – Bargaining Agency

1.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees employed in the Bargaining Unit at the present retail establishment and/or its replacement store, located in Prince George, British Columbia.

1.02 The parties agree that the following positions are exempt:

- General Manager
- Service Centre Manager
- Confidential Administration Clerk
- Floor Managers (2)
- Human Resources Manager
- Business Manager

The Employer agrees to notify the Union, in writing of a change of manager.

The intention of management is not to perform any bargaining unit work. However, from time to time it may be necessary to fill in on an emergency basis bargaining unit work. Under no circumstances shall hours worked by management be over one (1) hour in duration unless first discussed with the Shop Steward as to the circumstances involved.

- 1.03 Bargaining Unit Work:
- Mechanics / Apprentices
 - Installers
 - Janitors
 - Cashiers
 - Retail Floor Sales / Filler
 - Service Advisors /Writers / Service Parts / Pass-Thru
 - Warehouse / Shipping / Receiving / Picking / Dispatch / Filler / Adjusting
 - Office Workers
 - Supervisors
 - Service Parts / Pass thru
 - Inventory / Promotional / Merchandisers

The parties agree that the supervisory roles are within the bargaining unit. The employer shall promote employees to supervisory positions based on skill, experience, and competence.

- 1.04 Any new positions created by the Employer during the life of the Agreement will be discussed between the Union and the Employer. Any dispute arising from these discussions will be settled through binding arbitration.
- 1.05 If the present hours of operation of the business are substantially increased beyond present levels, the Employer and the Union will meet with a view to resolving any problems created by increased opening hours.
- 1.06 Nothing in this Agreement shall be construed to restrict the right of persons occupying the above positions to perform work normally done by them.
- 1.07 No employee shall be transferred to a position outside the bargaining unit without his/her written consent, a copy of which shall be forwarded to the Union representative within three (3) days. On a one-time only basis, for the first nine (9) months after being transferred outside the bargaining unit, the employee shall neither earn nor lose seniority. After nine (9) months have elapsed, the employee leaving the bargaining unit forfeits all seniority rights from the Union bargaining unit and has no right to return. The Union and Company may, by mutual agreement, allow an employee to utilize this clause on more than a one-time basis.

SECTION 2 – Union Security

- 2.01 Employees must, as a condition of employment, become members of the Union and must, as a condition of employment, maintain membership in the Union.

SECTION 3 – Deduction of Union Dues

- 3.01 The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, union dues, and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct union dues from the wages of all employees. The Union will supply an appropriate form to the Employer so that a new employee, 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

Employer. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer 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 Employer shall be shown on the employee's T4 slip. The Employer agrees to have new employees sign Check-Off and Union Application forms upon employment.

SECTION 4 – Jurisdiction

- 4.01 Subject to exclusions in Section 1 of this Agreement, all work in the handling and selling of merchandise in the retail store, and all service department work performed on the premises of the Employer, and all office work, shall be performed by employees of the Employer who are in the bargaining unit.

SECTION 5 – Basic Work Week, Hours of Work and Overtime

- 5.01 Basic Work Week: The basic work week for a full-time employee in the Service Centre shall be forty (40) hours, consisting of either five (5) eight (8) hour shifts or four (4) ten (10) hour shifts. The schedules will be posted two (2) weeks in advance.
- 5.02 Consecutive Day Limit: No employee shall be required to work beyond six (6) consecutive days. However, if this is not practical the Union and the Employer shall meet to resolve an alternate method of solution.
- 5.03 Posting and Changing of Schedules: The Employer shall post the weekly work schedule for all employees by Thursday, 6:00 p.m., two (2) weeks in advance.

An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the even of emergencies, such as fire, flood, breakdown of machinery or other instances of *force majeure*. In all other cases, an employee must be notified twenty-four (24) hours in advance of his/her scheduled shift or be given an additional four (4) hours' pay if the schedule is changed. The Employer agrees that it is management's responsibility to estimate, plan and schedule the work to be done each day in a manner that limits changes to employees' schedules that arise from reasons other than sickness, accident or emergency.

The Employer is required to make a reasonable effort to verbally advise individual employee of the changes to their work schedule once it has been posted.

The online version of any schedule will be considered to override any and all other paper versions. The parties agree to review this change after the first year of the collective agreement to assess how it is working.

(In order to assist employees, the Employer will place a computer for checking schedules in the lunchroom.)

5.04 Split Shifts: There shall be a daily starting time for each employee. Daily hours of work for all employees shall be consecutive, with the exception of meal periods. Should an employee not choose to work split shifts, the employee shall so advise the Employer in writing. Part-time employees shall not be required to work a split shift except by mutual agreement between the employee and the Employer. 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, forty-eight (48) hours' notice prior to the weekly schedule being posted shall be given to the Employer. Agreement and withdrawal of same shall only take place once during the life of the Collective Agreement.

5.05 Meal Periods: Meal periods for employees who work an eight (8) hour shift shall be one (1) hour unless a lesser time is mutually agreed upon. Part-time employees working at least six (6) hours but less than eight (8) hours shall be entitled to a thirty (30) minute meal period. 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.

All employees that are requested to work throughout a lunch period shall receive a premium of two (2) times their regular rate of pay. Working through a lunch period must first be authorized by Management.

All employees requested shall have the right to decline, and take their meal period.

5.06 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 after the meal period. Employees working a shift of four (4) hours but not more than (6) hours shall receive one (1) rest period during such a shift. Rest periods shall be taken without loss of pay to the employee.

All employees that are requested to work throughout a rest period shall receive a premium of two (2) times their regular rate of pay. To work through a rest period must first be authorized by Management.

All employees requested shall have the right to decline, and take their rest period.

An employee scheduled to a five and three quarter (5-3/4) hour work shift shall be scheduled to an additional fifteen (15) minute unpaid coffee break (rest period), at the employee's request.

5.07 Time Sheets: Employees shall have the right to verify their hours of work as listed on the payroll records. Employees shall make an appointment with payroll to view their records.

Access to this information shall be provided within ten (10) days of the employee's request providing the information requested is pertaining to the previous thirty (30) calendar days.

5.08 Overtime Pay: All time worked in excess of the basic work week or the basic eight (8) hour shift shall be paid at the rate of time and one-half (1-1/2) the regular rate. Compensating time off may be given in lieu of overtime at the option of the employee. 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 day shall be paid at double the basic rate.

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

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

Overtime shall not be worked unless authorized in advance by the General Manager or his delegate.

- 5.09 Overtime - Rest Period: If an employee is required to work two (2) hours or more overtime, he or she will be given a fifteen (15) minute paid rest period. This provision applies to overtime in excess of an eight (8) hour day. It is understood that all overtime of less than four (4) hours shall be continuous with the end of the shift.

It is understood that employees in the Service Centre who are paid a flat rate per unit are not eligible for overtime pay.

All overtime to be offered by Seniority, provided the employee has the ability to perform the work without additional training required.

An employee may decline overtime if he/she has a valid reason.

- 5.10 If none of the employees in the Service Centre who are requested by the Employer to work on one of their regularly scheduled days off agree to do so, and the Employer subsequently schedules an employee in the Service Centre to work on his regularly scheduled day off, the employee's rate of pay for that day shall be calculated as the number of units produced times the employee's flat rate per unit times one and one-half (1.5).

- 5.11 Sunday Work: For purposes of the Collective Agreement, Sunday is considered the first (1st) day of the basic work week and in the event an employee worked in excess of the basic work week, as set out in sub-section **5.01**, the last such day or days worked in such weeks shall be considered as the day or days for which overtime applies.

(a) Work on Sunday shall be voluntary.

(b) If sufficient employees are not available to work on Sundays, the Employer shall have the right to schedule hours according to "reverse seniority" provided the employee has the ability without additional training to perform the work required.

- 5.12 Weekends Off: Management agrees to accommodate a requested weekend off, whenever possible. Where it can be demonstrated that a weekend off can be accomplished management agrees to accommodate a requested weekend off.

- 5.13 Shift Interval: There shall be an interval of not less than ten (10) hours between shifts for all employees.

SECTION 6 – Statutory Holidays

6.01 The following days shall be considered statutory holidays:

New Year's 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 Dominion, Provincial or Municipal Governments, provided that all other major retail stores close on any such holiday proclaimed.

6.02 Store Employees: Commencing with their fifth (5th) week of employment, employees shall receive the following statutory holiday pay:

An employee with a regular schedule of hours who has worked at least fifteen (15) of the thirty (30) calendar days prior to a statutory holiday, is entitled to a regular day's pay for the holiday.

An employee is entitled to an average day's pay for the holiday. This amount is calculated by dividing the employee's total wages, excluding overtime, earned in the thirty (30) day period by the number of days worked.

Employees must work their scheduled shift prior to the statutory holiday, the statutory holiday if scheduled, and their scheduled shift after the statutory holiday in order to be entitled to statutory holiday pay unless a medical note is provided.

6.03 (a) For purposes of determining statutory holiday pay entitlement for full-time employees, all time off paid for by the Employer shall be counted as hours worked if the full-time employee would have been scheduled to work such hours they were absent.

(b) 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) weeks" shall be the last four (4) weeks excluding such absences.

6.04 All work performed on a statutory holiday, other than Christmas Day, shall be paid for at the rate of time and one-half the employee's rate of pay and, where so entitled, the employee shall also receive pay for the statutory holiday. Should the store open on Christmas Day, employees working that day shall receive pay at double time rates plus Statutory Holiday pay.

At the option of the employee, an employee who is required to work on a Statutory Holiday may receive a different day off with pay. The substituted day off will be scheduled at a time mutually convenient to the Employer and the employee.

6.05 Service Centre Technicians: Commencing with their fifth (5th) week of employment, technicians in the Service Centre shall receive the following statutory holiday pay:

Average number of units produced per day in the four (4) weeks preceding the week in which the holiday occurs times the employee's flat rate per unit.

Technicians shall have preference to work on Statutory Holidays. The most senior technician(s) that indicate they want to work on a Statutory Holiday shall indicate such on a Statutory Holiday scheduling form.

6.06 Statutory Holidays: If the Employer requires an employee to work on a Statutory Holiday, the following will apply:

(a) Technicians and Apprentices: One and one half (1.5) units for each one (1) unit produced by Technicians and Apprentices.

(b) If an employee works on a Statutory Holiday, another day off shall be arranged by mutual agreement with Management within fourteen (14) days of the Statutory Holiday. Pay for this day will be in accordance with Section 6, Statutory Holidays.

SECTION 7 – Wages

7.01 The Employer agrees to pay all persons covered by the terms of this Agreement not less than the following schedule of wages 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 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 bi-weekly pay day and each employee shall be provided with a statement of earnings and deductions for the pay period covered. Discrepancies shall be reported before the end of the next pay period.

WAGE SCALE

Accumulated Hours of Work	Current Rates	Effective July 1, 2017 2.5% Increase	Effective July 1, 2018 2.5% Increase	Effective July 1, 2019 2.5% Increase	Effective July 1, 2020 2.5% Increase	Effective July 1, 2021 2.5% Increase
0 – 500	\$11.43	\$11.72	\$12.01	\$12.31	\$12.62	\$12.93
2,001 – 4,000	\$11.48	\$11.77	\$12.06	\$12.36	\$12.67	\$12.99
4,001 – 6,000	\$11.68	\$11.97	\$12.27	\$12.58	\$12.89	\$13.21
6,001 – 8,000	\$12.56	\$12.87	\$13.20	\$13.53	\$13.86	\$14.21
8,001 – 10,000	\$13.44	\$13.78	\$14.12	\$14.47	\$14.84	\$15.21
10,001 – 12,000	\$14.32	\$14.68	\$15.04	\$15.42	\$15.81	\$16.20
12,001 – 14,000	\$15.21	\$15.59	\$15.98	\$16.38	\$16.79	\$17.21
14,001 – 16,000	\$16.10	\$16.50	\$16.92	\$17.34	\$17.77	\$18.22
16,001 – 18,000	\$16.97	\$17.39	\$17.83	\$18.27	\$18.73	\$19.20
Over 18,000	\$17.86	\$18.31	\$18.76	\$19.23	\$19.71	\$20.21

SUPERVISOR RATES

Supervisor	0 – 12 months	Job Rate + \$1.00 per hour Premium
	12 – 24 months	Job Rate + \$2.00 per hour Premium
	24 months+	Job Rate + \$3.00 per hour Premium
Key Holder Responsibilities (Duty Manager)	Premium + \$2.00 per hour	

The Employer had the right to place the Supervisor in the above schedule at their discretion.

The rates currently being paid to existing Supervisors shall be maintained or “grandfathered.”

Technician Wage Rates (Weekly)

Current

	40 hrs	20	25	30	35	40	45	50	55	60
0-40	\$18.77									
per unit	\$12.42	\$999.19	\$1061.30	\$1123.40	\$1185.51	\$1247.61				
Over 40/unit	\$31.19						\$1403.56	\$1559.51	\$1715.47	\$1871.42

Effective Jul 1, 2017 2.5%

	40 hrs	20	25	30	35	40	45	50	55	60
0-40	\$19.24									
per unit	\$12.73	\$1,024.17	\$1,087.33	\$1,151.49	\$1,215.15	\$1,278.80				
Over 40/unit	\$31.97						\$1,438.65	\$1,598.50	\$1,758.36	\$1,918.21

Effective Jul 1, 2018 2.5%

	40 hrs	20	25	30	35	40	45	50	55	60
0-40	\$19.72									
per unit	\$13.05	\$1,049.77	\$1,115.03	\$1,180.28	\$1,245.53	\$1,310.77				
Over 40/unit	\$32.77						\$1,474.62	\$1,638.46	\$1,802.32	\$1,966.17

Effective Jul 1, 2019 2.5%

	40 hrs	20	25	30	35	40	45	50	55	60
0-40	\$20.21									
per unit	\$13.38	\$1,076.01	\$1,142.91	\$1,209.79	\$1,276.67	\$1,343.54				
Over 40/unit	\$33.59						\$1,511.49	\$1,679.42	\$1,847.38	\$2,015.32

Effective Jul 1, 2020 2.5%

	40 hrs	20	25	30	35	40	45	50	55	60
0-40	\$20.72									
per unit	\$13.71	\$1,102.91	\$1,171.48	\$1,240.03	\$1,308.59	\$1,377.13				
Over 40/unit	\$34.43						\$1,549.28	\$1,721.41	\$1,893.56	\$2,065.70

Effective Jul 1, 2021 2.5%

	40 hrs	20	25	30	35	40	45	50	55	60
0-40	\$21.24									
per unit	\$14.05	\$1,130.49	\$1,200.77	\$1,271.03	\$1,341.30	\$1,411.56				
Over 40/unit	\$35.29						\$1,588.01	\$1,764.45	\$1,940.90	\$2,117.34

Units Definition

The source of units information shall be the following in sequence of priority:

1. Canadian Tire Corporation supplied Flat Rate Manual.
2. The Mitchell Manual*
3. Any items not covered in the C.T.C. Manual or Mitchell Manual shall be paid at straight time rates.

*The Employer shall obtain up-dates to the Mitchell Manual as quickly as possible after such become available.

Unit Value for Work During an Equipment Demonstration

A technician shall earn units for time spent at Equipment Demonstrations as follows:

1. A technician will receive 1 unit for each 2 hours of Demonstration. The minimum will be .1 unit and the total number of units will be posted in advance. No additional units will be credited above this posted amount. Attendees will be selected by management.

Those employees who have obtained Certified Parts or Certified Service training shall be paid a premium of at least two dollars (\$2.00) per hour above their regular hourly rate, when working in Parts and Service.

These employees must have obtained off-site training programs such as A.S.E. training or a mutually agreed upon equivalent.

Wage Rate for Apprentices

	% of Journeyman Rate	
Year #1	0 – 6 months	50%
	7 – 12 months	55%
Year #2	13 – 18 months	60%
	19 – 24 months	65%
Year #3	25 – 30 months	70%
	31 – 36 months	75%
Year #4	37 – 42 months	80%
	43 – 48 months	90%

- 7.02 An employee temporarily relieving a department manager shall receive additional compensation of not less than \$10.00 a day above his/her regular daily salary.
- 7.03 All employees shall be paid the regular hourly rate for each hour worked except where employed for less than four (4) consecutive hours per day, in which event they shall receive a minimum of four (4) hours pay. An employee who is called for work and upon reporting finds that his or her services are not required shall receive two (2) hours pay.

- 7.04 Jury Duty: 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. Employees on Jury or Witness Duty shall furnish the Employer 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 day shall not exceed eight (8) hours for purposes of establishing the basic work day. 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.

- 7.05 The Employer may pay an employee according to previous comparable experience.
- 7.06 Staff Meetings: Staff meetings called by management, where attendance is mandatory, shall be considered as time worked and paid for accordingly.
- 7.07 Equal Pay for Equal Work: The Employer 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.

- 7.08 If the Employer requires an employee to complete an educational program or course which necessarily involves additional travel and living expenses, the Employer shall pay the employee for reasonable travel and living expenses determined before the attendee begins the course. All education courses approved by Management for all education (classroom) hours shall be viewed as time worked for all purposes of the Collective Agreement. The class time will be calculated on a daily basis in accordance with Section 6, Statutory Holidays.

Service Centre employees shall be paid their average unit rate per hour for all attended classroom hours. The average unit rate per hour shall be calculated as follows: average number of units produced per hour in the four week period immediately preceding the first classroom hour times the employee's flat rate per unit. Classroom hours shall not be counted as time worked for the purposes of calculating eligibility for overtime pay.

- 7.09 Service Centre Counter employees are to be provided with adequate training and educational courses

7.10 The Employer agrees to keep the Service Centre abreast of technological advances in the trade.

7.11 Accumulated Hours Worked Information: The accumulated hours worked by each employee shall be indicated adjacent to the seniority list.

SECTION 8 – Vacations

8.01 Full-time and part-time employees shall be entitled to an annual vacation upon completion of each year of service from the employee's date of hire (the "anniversary date") in accordance with the following schedule:

- 1 to 4 years two (2) weeks' vacation leave per year
- 4 to 10 years three (3) weeks' vacation leave per year
- 10 to 18 years four (4) weeks' vacation leave per year
- 18 years or more five (5) weeks' vacation leave per year

Vacation leave shall be taken within ten (10) months of the anniversary date of the employee's date of hire.

Vacations may be taken in advance of an anniversary date by mutual agreement between the Employer and the employee.

8.02 An employee shall be entitled to annual vacation pay calculated on the employee's total wages for the year in respect of which the employee is entitled to an annual vacation at the following rates:

- 1 to 4 years four percent (4%) of gross wages paid by the Employer to the employee during the twelve (12) month period immediately preceding the anniversary date.
- 4 - 10 years six percent (6%) of gross wages paid by the Employer to the employee during the twelve (12) month period immediately preceding the anniversary date. In addition, the employee will be entitled to three (3) weeks off.
- 10 –18 years eight percent (8%) of gross wages paid by the Employer to the employee during the twelve (12) month period immediately preceding the anniversary date. In addition, the employee will be entitled to four (4) weeks off.
- 18 years or more ten percent (10%) of gross wages paid by the Employer to the employee during the twelve (12) month period immediately preceding the anniversary date. In addition, the employee will be entitled to five (5) weeks off.

23 years or more twelve percent (12%) of gross wages paid by the Employer to the employee during the twelve (12) month period immediately preceding the anniversary date. In addition, the employee will be entitled to six (6) weeks off.

- 8.03 Vacation leave can be taken any time provided there is coverage available, on a first-come, first-served basis, all things being equal (i.e., previous requests for time off already granted). Seniority shall take precedence for multiple requests for the same time off.
- 8.04 Paid vacations and statutory holidays shall be considered as time worked for all purposes of the Collective Agreement.
- 8.05 Vacation Schedule
- (a) Vacation calendar shall be posted by the Employer by January 31 of the given year.
 - (b) All employees shall select vacations by seniority on or before March 1, which will be approved by the Employer by March 15.
 - (c) Vacations selected and approved by Management after March 1 shall be approved in order of their application.
 - (d) Vacations selected for the months of January to March shall be submitted two (2) weeks in advance to be approved by the Employer.
 - (e) Employees who wish to receive their vacation pay in advance of the normal time must notify the Employer in writing at least two (2) weeks in advance of the week in which the vacation pay is desired.
 - (f) Vacations may only be cancelled two (2) weeks prior to the employee's scheduled vacation time by mutual agreement.
 - (g) All employees must take vacation time earned each calendar year.

SECTION 9 – Health and Welfare

- 9.01 The Employer shall make available the following or similar benefit plans as mutually agreed between the Employer and the Union to eligible employees:
- (a) Group Life Insurance;
 - (b) Accidental Death and Dismemberment;
 - (c) Long Term Disability;
 - (d) Major medical;
 - (e) Hospital;

(f) Dental;

(g) Weekly Indemnity.

- 9.02 An eligible employee shall be one who has successfully completed the probationary period and who works an average of twenty (20) hours per week in a three (3) month period. The cost of the premiums shall be paid **seventy percent (70%)** by the Employer and **percent (30%)** by the employee.

For the purpose of determining the average hours worked per employee, eligibility verifications will be made each month ending on the last Saturday of the month. If an employee averages twenty (20) hours per week in the three (3) months prior to the last Saturday of a given month, he/she would become eligible for the benefit package on the first day of the following month.

- 9.03 When an employee is laid off his or her benefit coverage shall continue to the end of the month following the month in which the lay-off occurs, subject to the provisions of the benefit carrier's contract.
- 9.04 For purposes of this section "units" are substituted for "hours" for the technicians.
- 9.05 Upon successful completion of his/her probationary period, a new employee shall be given by the Employer a copy of the booklet which describes the Dealer Association Group Insurance Plan benefit plans provided by the Employer.

Forms shall be provided to all eligible employees who shall be given thirty (30) days from the end of their probationary period to return the completed forms.

Employees who choose not to enroll may not be eligible for the benefit plan at a later date.

It is the Employer's responsibility to ensure that the employees are informed of the plan enrollment requirements.

- 9.06 Eyeglass coverage to be available as per the Insurance Carrier options, with coverage levels up to two hundred dollars (\$200.00) every twenty-four (24) months.**

SECTION 10 – Funeral Leave - Maternity Leave - Leaves of Absence

- 10.01 Funeral Leave: In the event of death in the immediate family of an employee, the employee will be granted a three (3) day leave of absence with pay. The term "immediate family" shall mean spouse, common-law spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, grandchild.

Notwithstanding the foregoing, if the death is a case of spouse, father, mother or child, the employee shall be entitled to five (5) days 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.

The above noted Funeral Leave will apply to employees in a common-law relationship.

This leave may be extended, with the agreement of the Employer, by using vacation time or any unpaid leave of absence.

- 10.02 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 delivery until six (6) weeks after delivery or for such longer period after delivery as her doctor may certify, providing this does not exceed twelve (12) weeks after delivery.

In addition to the eleven (11) week maternity leave set out above for employees with one or more years of service, such leave prior to delivery may be extended by the attending physician certifying that the health of the mother or the child may be in danger by the mother continuing working. Benefit coverage for the above periods - according to the *Employment Standards Act*.

Maternity leave of up to six (6) weeks will be granted on the adoption of pre-school children provided the child has never resided with the employee.

- 10.03 Parental Leave: The Employer will provide for Parental Leave in accordance with the *Employment Standards Act*.
- 10.04 Paternity Leave: An employee about to become a father, or upon the adoption of a pre-school aged child or children, shall be entitled to an unpaid leave of absence of up to one (1) year at the time of birth or adoption.
- 10.05 The Employer agrees to maintain the full cost of Health and Welfare premiums when an employee is absent on Weekly Indemnity or Workers' Compensation claim to a maximum of three (3) months or such longer period as mutually agreed between the Employer and the employee. The employee shall commence reimbursement to the Employer for the employee portion of such payment upon his return to work. If the employee is unable to return to work the amount owing the Employer may be deducted from all monies owing to the employee and the balance shall be repaid in accordance with terms agreed upon between the Employer and the employee.
- 10.06 Leave of Absence: The Employer agrees to grant **unpaid Leave of Absence for employees**. Management will accommodate requests for Leaves of Absence whenever possible.

A maximum of three (3) employees store-wide may be gone on Leave at one (1) time.

For the purpose of vacation eligibility, employees who are granted leave under this provision shall have their seniority frozen for the duration of the leave. For example, an employee with a January 1, 1995 seniority date, who is on leave for the full twelve (12) months, shall have their seniority date adjusted to January 1, 1996.

Return dates are to be determined and agreed upon (in writing), before commencement of the Leave.

Employees shall not take employment with another employer during their Leave of Absence.

- 10.07 Education Leave: The Employer agrees to grant up to twelve (12) months unpaid leave of absence for all employees after two (2) years of service. Employees who are granted leave under this provision shall have their seniority frozen for a full year. For example, an employee with January 1, 1995 seniority date, who is on leave for the full twelve (12) months, shall have their seniority date adjusted to January 1, 1996.
- 10.08 Benefit Coverage During Personal Leave of Absence: In order to maintain benefit coverage during a personal leave of absence, an employee may arrange with the Employer, prior to taking the personal leave of absence, to prepay the employee and the Employer portions of the premiums for MSP, Life Insurance, Dental and Hospital benefits, subject to the provisions of the benefit carrier's contract. Benefit plan coverage during a personal leave of absence shall terminate at the end of the third policy month following the month the leave commenced.
- 10.09 Family Responsibility Leave: An employee is entitled to up to five (5) days of unpaid leave per employment year to meet responsibilities related to the care, health, or education of any member of the employee's immediate family. Immediate family constitutes spouse, child, parent, guardian, sibling, grandchild or grandparent of an employee, and any person who lives with the employee as a member of the employee's family.

SECTION 11 – Seniority

- 11.01 Seniority shall be defined as date of hire. Probationary employees are not entitled to claim the rights and benefits arising out of seniority.
- 11.02 The Union and the Employer agree that the purpose of seniority is to allow employees to maximize their hours up to a forty (40) hour weekly shift, with senior part-time employees being able to claim shifts with most hours each day. A full-time employee shall be one who works forty (40) hours per week. Preference as to available hours of work shall be given to the employees according to seniority, consistent with the availability of that employee providing the employee has the ability to perform the normal functions of the job.

It is clearly understood between the parties to this agreement that available hours of work shall be maximized by seniority on a daily basis. It is further understood that senior employees may claim hours of work on a daily basis away from less senior employees in order to maximize the number of hours they receive.

- 11.03 An employee may restrict the number of hours they are available for work per week. However an employee may not restrict themselves from specific work shifts (with the exception of students as noted below). An employee, who is not a student, and restricts their availability, may lift their restrictions at any time, however, they shall be prevented from having a subsequent restriction until six (6) months has passed from the time the initial restriction was invoked.

Students may lift their restrictions and change their availability to maximize hours once during Christmas break (to be submitted on or before December 1), once during reading/spring break (to be submitted two (2) weeks prior to the break), and once during summer break (to be submitted on or before June 1).

Students must be available for a minimum of twelve (12) hours per week. Students must provide the Employer with a copy of their class schedules.

Student Definition: A Student is defined as a part-time person who is currently attending an accredited learning institution. Students shall be available for at least one (1) day of weekend work unless attending courses / writing exams.

- 11.04 One (1) full-time Management Trainee position in the Bargaining Unit may be scheduled by Management without consideration being given to the seniority provisions of this Agreement, provided that, as a result of the scheduling of a Management Trainee in the store, the hours of work of more senior employees are not reduced.
- 11.05 Seniority rights shall be exercised by an employee within his or her area, which area shall include the following:
- (a) Service Centre (Licensed Technicians and "Equivalents" as designated by Management)
 - (b) Automotive Apprentice Technicians
 - (c) Installers
 - (d) Store
 - (e) Assemblers**
 - (f) Service Advisors**
- 11.06 Seniority lists will be prepared every four (4) months and posted by the Employer on March 1, July 1, and November 1. The Union will be provided with a copy of the Seniority Lists. Any objection to the accuracy of a posted Seniority List must be lodged with the Employer in writing within fifteen (15) days of the posting of the list. Thereafter the posted list will be deemed to be valid and correct for all purposes.
- 11.07 Job Postings
- (a) When a vacancy or new job requires filling, notice shall be posted within seven (7) working days on the bulletin board.
 - (b) The posting will remain posted for seven (7) calendar days.
 - (c) Management may temporarily schedule any employee into the vacant position during the posting and training process in accordance with (b) above.
 - (d) A copy of the posting shall be given to a shop steward.
 - (e) The posting shall set a description of the job and the department.
 - (f) The Employer will notify employees absent due to illness of the posting during the one (1) week period.
 - (g) Prior to a vacation, an employee may submit an application in writing for any potential training posting which may occur during the employee's vacation.
 - (h) Job postings shall be awarded by seniority

- (i) The trial period to qualify shall be eight (8) weeks. This time limit may be amended by mutual agreement between the Employer and the Union.
- (j) Qualified shall mean the ability to do the job without assistance.
- (k) Existing work restrictions may be cause for ineligibility for training, however, employees will be given an opportunity to change their restricted status at the time of posting.
- (l) Once a training program is posted and filled, the Employer must not curtail the training or trial period without just cause.
- (m) A copy of the notice containing the name of the successful applicant shall be provided to the Shop Steward.

11.08 Temporary Garden Centre and Assembler Positions: All temporary Garden Centre and Assembler positions shall be posted in accordance with Section 11.07 of the Collective Agreement, with the exception of point (i),

A temporary Garden Centre or Assembler position is defined as any position that does not exceed six (6) consecutive months. The posting shall clearly outline the start and end dates of the temporary position.

In the event there is no applicant from within the store, the Employer shall have the ability to hire from outside.

The trial period in these positions shall be two (2) weeks. This time may be amended by mutual agreement between the Employer and the Union.

Employees who are awarded these temporary positions shall return to their former area when the period of the temporary position has concluded, without loss of seniority.

11.09 Cross-Training: The Employer and the Union recognize the benefits of cross-training existing employees. The following procedure shall be followed:

- (a) Applicants by seniority
- (b) Existing work restrictions may be cause for ineligibility for training, however, employees will be given an opportunity to change their restricted status at the time of posting.
- (c) Once a training program is posted and filled, the Employer must not curtail the training or trial period without just cause.
- (d) The Employer agrees to make available adequate training. The timing of offering of training programs is at the discretion of the Employer.
- (e) Employees who do not wish to participate in training programs will have their hours maximized consistent with their seniority and abilities. However, it is understood that the training programs are provided to enhance employee's ability to maximize their hours of work. It is the employee's responsibility to respond to training postings and demonstrate the ability to do the job.

- 11.10 Seniority and employment shall terminate when an employee:
- (a) voluntarily quits for any reason;
 - (b) is discharged and is not reinstated through the grievance procedure or arbitration;
 - (c) has been absent due to layoff for a time longer than one (1) year;
 - (d) fails to report for work within seven (7) calendar days after being notified of recall by the Employer following a layoff or fails to inform the Employer within two (2) working days of notification of recall that he will report to work; such notice may be hand delivered or given by registered mail or through personal contact for Management, or a telephone call in the presence of the Union Steward;
 - (e) fails to return to work promptly upon termination of an authorized Leave of Absence unless, due to circumstances beyond his or her control, or utilizes a Leave of Absence for purposes other than those for which the Leave of Absence was granted;
 - (f) has been absent from work for more than two (2) working days without Leave.
- 11.11 For purposes of this Section, "units" shall be substituted for "hours" for the Technicians.
- 11.12 Call-In Shifts: In the event the Employer must replace hours of work that come available due to the same day absence of an employee, the Union and the Employer agree that such hours of work will be filled as follows:
- (a) Every reasonable effort will be made to maximize the hours of work in seniority sequence of employee(s) working that day, subject to their ability to perform the work.
 - (b) The Employer will then attempt to fill these hours by making one (1) telephone call in seniority sequence to employees not working that day, with the ability to perform the work. The hours will be assigned in seniority sequence to those employees contacted.
 - (c) The task of re-scheduling and calling in employees will be assigned to one (1) employee each day.
 - (d) The Employer agrees to keep a record of the time and date each phone call is made. If a grievance arises from this issue, the grieving employee or the Union will have access to this record.

SECTION 12 – Probationary Period

- 12.01 **During the first five hundred (500) hours or five (5) months of employment, each new employee shall be on probation.** The decision whether to retain or not the employee's services shall be the right of the Employer and any termination occurring during the probationary period shall be governed by a lesser standard than that of an employee who has successfully completed his or her probationary period.

SECTION 13 – Union's Recognition of Management's Rights

- 13.01 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 discipline and discharge of employees for just cause are the rights and functions of the Employer. 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 Employer, therefore, retains all rights not otherwise specifically covered in this Agreement. The exercise of the foregoing shall not alter any of the specific provisions of this Agreement.

SECTION 14 – Grievance Procedure

- 14.01 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.
- 14.02 Grievances shall be presented in writing to the other party within thirty (30) calendar days of the event giving rise to the grievance or of the time when a reasonable person should have known of the event giving rise to the grievance. The grievance shall clearly set forth the contentions of the aggrieved party, following which the Union representative or representatives and the Employer representative or representatives shall meet and in good faith earnestly endeavour to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, the Union or the Employer may, by written notice served upon the other, require a submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 15 of the Agreement.

SECTION 15 – Board of Arbitration

- 15.01 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 Employer and the Union shall each select a representative to serve on the Board of Arbitration. The representative of the Employer 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 Employer 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 Employer 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 Employer 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 the majority of the Board of Arbitration shall be deemed to be a decision of the Board.

15.02 By mutual agreement of the parties a grievance may be referred to an agreed to third party who shall:

- (a) investigate the difference;
- (b) define the issue; and
- (c) make written recommendations to resolve the difference within five days from the date of the receipt of the request.

The recommendations of the third party shall be binding upon the parties.

SECTION 16 – Miscellaneous

16.01 Uniforms: After probation, the Employer will provide four (4) golf shirts at no cost to the employee.

Laundering and repair are the employee's responsibility. The garments must be presentable at all times.

Added garments may be used as approved by management on the basis of fifty percent (50%) of the cost paid by the employee and fifty percent (50%) of the cost paid by the Employer.

New uniforms will be provided after two thousand (2,000) hours of work.

Where an employee is hired for a limited time, management reserves the right to determine if and what garments will be provided.

The Employer shall continue to provide, launder and repair Service Centre coveralls.

16.02 Safety Wear:

(a) The Employer shall provide the following safety wear to employees who are required to fill batteries:

- (i) an acid-resistant apron;

(ii) acid-resistant gloves;

(iii) goggles;

(iv) eye-wash.

(b) The Employer shall provide disposable hearing protection when excessive noise in the employee's work area exceeds their level of comfort.

(c) An annual safety allowance of **one hundred dollars (\$100.00)** will be granted to all employees who are required to wear safety footwear under the *Workers' Compensation Act*, provided the employee has completed their probationary period. Reimbursement shall be paid upon presentation of a proper receipt to the Employer.

16.03 Tool Insurance:

(a) The Employer agrees to provide tool insurance for tools owned by the Technicians and Apprentice Technicians on the basis of fifty percent (50%) of the premium cost by employee, fifty percent (50%) of the premium cost paid by the Employer. The Employer's premium contribution shall be for a maximum of one (1) unit of insurance.

(b) The Employer agrees to provide tool insurance for tools owned by the Technicians and Apprentice Technicians provided that the employee submits an inventory of tools, which is to be updated annually.

16.04 Repair Work: Will be accepted in the Service Centre at the discretion of the Service Manager or designate.

16.05 Polygraph Tests: The Employer agrees that polygraph or similar lie detector tests will not be requested by the Employer.

16.06 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 provisions of this Agreement.

16.07 Picket Lines: The Employer agrees that in the event of a legal picket line of another trade union being in existence at the Employer's store, the Employer will in no way require or force members to report to work behind such a picket line nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at his or her place of work.

16.08 No Strikes or Lockouts: The parties agree that there will be no strikes by the Union or the employees and no lockouts by the Employer, while this Agreement is in force. Neither the Union nor its officers, nor any employee shall instigate or participate in any stoppage of work, slowdown, or restriction of output while this Agreement is in force.

16.09 Bulletin Boards: Bulletin Boards will be supplied by the Union and will be placed in lunch rooms or other area in the store as mutually agreed.

Bulletins authorized by the Union may be posted by a person so authorized by the Union. Material posted on the Union's bulletin board shall include either the signature of a duly authorized representative of the Union or the Union's logo.

16.10 Re: Quality Control Committee

- (a) If an employee has a "pending" charge-back complaint, the employee shall receive a copy of the work order in question, at least twenty-four (24) hours prior to the Quality Control Committee meeting. This shall be accompanied by the "Pending Charge Back Form" referred to in Section 16.10(h).
- (b) The Quality Control Committee shall comprise three (3) employees and shall be composed in the following manner:
 - (1) The Employer shall appoint one (1) nominee from management.
 - (2) The employee (with the charge back pending) shall appoint one (1) nominee.
 - (3) The employer nominee and the employee nominee shall mutually agree to the third employee.
- (c) The Quality Control Committee shall meet with the employee to review the charge-back complaint. The employee shall have full consultation with the Committee prior to a decision being made with respect to the charge-back. The employee shall be given ample time to respond to the pending charge-back.
- (d) "Charge-backs" shall apply only to work performed within the one hundred (100) day warranty period. This period may be extended to a maximum of one hundred and eighty (180) days with the unanimous agreement of all members of the Quality Control Committee.
- (e) Any "charge-backs" shall be processed only after the Quality Control Committee has completely consulted with the employee and the majority of the Quality Control Committee has approved the charge-back.
- (f) Should the Quality Control Committee approve the charge-back, the Quality Control committee reserves the right to review manually computed units' value. The value shall be determined by majority.
- (g) No "charge-backs" shall be taken off time cards until management has met with the Quality Control Committee and approval of the charge-back has been determined by the proper operation of this Section.
- (h) The Employer agrees that the following "Pending Charge Back" notification form shall be attached to all charge backs, pursuant to Section 16.10(a) of the Collective Bargaining Agreement. This form shall be given to the employee involved at least twenty-four (24) hours prior to the Quality Control Committee meeting.

PENDING CHARGE BACK NOTIFICATION

Date: _____ Time: _____ a.m. p.m.
Name: _____ Work Order #: _____

In accordance with Section 16.10(a) of the Collective Bargaining Agreement, this is notification that you have a charge-back pending for the attached work order.

I disagree with this charge back, and request that this charge back be referred to the Quality Control Committee. My nominee for this committee is:

(Nominee's Name)

(or)

I agree with this charge-back and authorize that the time indicated be removed from my time card.

(Date) _____
(Signature)

(Date) _____
(Signature)

16.11 Late Night Closing: Employees shall have the option on their dinner break to move their vehicle to the extreme end of the service centre parking lot.

16.12 The Employer agrees to contact WCB and have a WCB Inspector review the battery filling station and recommend any needed equipment. The Union will be forwarded a copy of the WCB report.

SECTION 17 – Shop Steward's Recognition

17.01 It is recognized that Shop Stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or elections.

The Employer agrees to recognize 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 or, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice may upon request by either the employee or management, be present when a disciplinary meeting of any kind is held.

When a Shop Steward is investigating a grievance or a complaint on Company time, the Steward must first obtain permission from a manager excluded from the bargaining unit or, if absent, a supervisor designated by management.

As the Employer hires new employees, the Shop Steward and/or Union Representative shall be allowed one (1) hour, during the orientation session, to introduce new members to the Union. A copy of the Collective Bargaining Agreement shall be given to each new employee at the orientation session.

- 17.02 Discipline Interview: Where an employee attends an interview with management for the purpose of receiving a formal discipline report, discussing a matter that could lead to a formal discipline report, or for a security interview, the employee shall have the right to a witness of his or her choice. If during any other private corrective interview with management it is determined that there will be a discipline report on the employee's record, the interview may be temporarily suspended so that the employee may call in a witness of his or her choice. Any witness used by the employee in the above situations will be another employee working in the store at the time the interview is being held. It is understood the witness is an observer and not a participant.

Joint Shop Steward/Management Meetings: The Employer and the Union agree to hold Joint Shop Steward/Management meetings each month. The purpose of the meetings is to promote a harmonious relationship between management and the employees at store level. The shop stewards shall attend these meetings on company time. The chief shop steward shall arrange the monthly meeting with the general manager.

Following each meeting a copy of the minutes shall be posted on the Union bulletin board, and a copy of such shall be forwarded to the Union office if the Union representative was unable to attend the meeting.

The Joint Shop Steward/Management meetings do not preclude either party from using the established grievance procedure in Section 14 of this Agreement.

- 17.03 Employee's Personal File: A copy of formal discipline report to be entered on an employee's file will be given to the employee and the shop steward. If the shop steward is not in attendance, s/he will receive a copy of the discipline within five (5) days. The Employer will provide the shop steward with access to a fax machine so that the discipline report can be faxed to the Union office. 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. All discipline reports are to be removed from employee's file after one (1) year, provided no further disciplinary infraction has occurred.

- 17.04 Justice and Dignity: Any employee who the employer suspends or discharges shall at the option of the Employer be placed on a paid leave of absence or be retained at or returned to active work until any grievance contesting such suspension or discharge is finally resolved through the Grievance/Arbitration procedure.

However, the employee may be removed from active work (without pay) until the resolution of the grievance protesting the suspension or discharge if his/her alleged cause for suspension or discharge presents a danger to the safety of employees or equipment in the store due to fighting, theft, or concerted refusal to perform their assigned work.

Employees shall not be disciplined in front of customers or other staff.

The Justice and Dignity clause does not apply to a probationary employee.

- 17.05 Workplace Harassment Policy: The Employer is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, the Employer will not tolerate harassment of employees by anyone, including any supervisor, co-worker, vendor, client, or customer of the Employer.

It is understood and agreed, that the exercising of normal management rights shall not be considered as harassment.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based on a person's protected status, such as sex, sexual orientation, color, race, ancestry, religion, national origin, age, physical disability or mental handicap, medical condition, disability, marital status, citizenship status, or other protected group status. The Company will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.

Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors and other physical, verbal, or visual conduct based on sex constitute sexual harassment when, (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment may include unwanted sexual advances, offering employment benefits in exchange for sexual favors, making or threatening reprisals after a negative response to sexual advances; visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, or poster; verbal conduct: sexual innuendoes, sexually oriented "kidding or teasing", "practical jokes" about gender specific traits, making or using derogatory or suggestive comments, epithets, or slurs, verbal sexual advances or propositions, verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes, or invitations; physical conduct: touching, patting, pinching, brushing against another's body, assault, impeding or blocking movements.

A person who considers that she or he has been subjected to workplace harassment is encouraged to bring the matter to the attention of the person responsible for the conduct. A direct approach to the person who has caused the offense is suggested as the first step.

Frequently, people are unaware that their conduct is offensive and all that is needed to prevent its repetition is a simple statement that the conduct is unwelcome. However, that is merely a suggestion.

Where the complainant does not wish to bring the matter directly to the attention of the person responsible, or where such an approach is attempted and does not produce a satisfactory result, the complainant should immediately notify your Shop Steward and/or your Employer and/or your Union Representative.

The Union and Employer's policy is to investigate all such complaints thoroughly and promptly. To the fullest extent practicable, the Union and the Employer will keep complaints and the terms of their resolution confidential.

This harassment policy is to be prominently displayed in the workplace.

If an investigation confirms that harassment has occurred, the Employer will take corrective action in consultation with the Union.

This policy does not prevent any employee from proceeding to the B.C. Human Rights Commission.

SECTION 18 – Time Off for Union Business - Store Visits

- 18.01 The Employer agrees to allow up to three (3) employees at any one (1) occasion time off to attend to Union business. The Union shall notify the Employer at least two (2) weeks in advance of the commencement of all such time off. The Employer will bill the Union and the Union will reimburse the Employer for wages and benefits paid to or on behalf of the employee for all such time off.
- 18.02 Store Visits of Union Representatives: The interview of an employee by a Union representative shall be permitted after notifying the store manager and shall be:
- (a) Carried on in a place in the store designated by management;
 - (b) Held whenever possible during the lunch period. However if this is not practical;
 - (c) 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;
 - (d) Held at such times as will not interfere with service to the public. No interview shall be held on any day after 4:00 p.m., or on the day preceding a statutory holiday, except in cases of employees who only work after 3:30 p.m.

Union representatives shall be permitted to review the hours of work schedule and in the event of any discrepancies they shall be presented under Section 14 (Grievance Procedure) of this Agreement.

SECTION 19 – Technological Change

- 19.01 It is the purpose of this Article to provide for technological change in accordance with Section 54 of the B.C. *Labour Relations Code*.
- 19.02 "Technological Change" shall be as defined in the *Labour Relations Code*.
- 19.03 If the Employer introduces a technological change that will directly result in the termination of employment of five (5) or more regular full-time employees:
- (a) The Employer will provide 30 days' notice to the Union;
 - (b) The Employer will, upon request of the Union meet to discuss the change;
 - (c) The provisions of Section 19.04 and 19.05 shall apply.
- 19.04 Wherever practical, employees whose jobs are eliminated by technological change shall be eligible for retraining to equip them to operate new equipment or apply new methods. Such retraining will be provided by the Employer without cost to employees but employees must become capable of doing the new job within 150 hours (or such longer period as may be agreed to by the Employer and the Union), failing which they may be terminated pursuant to the severance pay provisions in Section 19.05.
- 19.05 In cases where retraining is not practical and the technological change causes a full-time employee to lose his or her employment, the Employer agrees to pay such employee forty (40) hours pay at his or her regular hourly rate for every two thousand (2,000) hours worked up to a maximum of three hundred (300) hours pay.

Section 20 – Expiration and Renewal

- 20.01 This Agreement shall be for the period from and including **July 1, 2017** to and including **June 30, 2022** and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding **June 30, 2022**, or any subsequent anniversary thereafter to:
- (a) terminate this Agreement, in writing, effective **June 30, 2022** 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.
- 20.02 Should either party give notice pursuant to 20.01(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:
- (a) The Union gives notice of strike in compliance with the *Labour Relations Code* of British Columbia, or

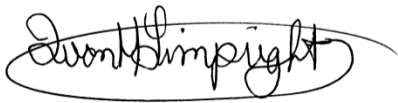
(b) The Employer gives notice of lockout in compliance with the *Labour Relations Code* of British Columbia.

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

SIGNED THIS _____ DAY OF _____, _____.

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

**FOR THE EMPLOYER
SELEN ANITA SECURITIES INC.
(CANADIAN TIRE #360)**



Ivan Limpricht, President

Selen Alpay, Dealer

LETTER OF UNDERSTANDING #1

BY AND BETWEEN:

CANADIAN TIRE STORE #360 (SELEN ANITA SECURITIES INC.)

AND:

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518

RE: SCHEDULING OF PRE-RATIFICATION 2017 EMPLOYEES

The Company and the Union agree that the following Job Security Guarantee shall be extended to all members of the bargaining unit at the date of ratification of the **2017 – 2022** Collective Agreement.

1. The Employer agrees not to reduce the hours of these Pre-Ratification employees from their current levels.
2. Nothing in this guarantee prevents these Pre-Ratification employees from exercising, or continuing to exercise the rights under Section 11.03 of the Collective Agreement.
3. Notwithstanding point 1 above, it is understood that if the business of the Employer is reduced to a level that makes it necessary to reduce the hours of work allocated to the members of the bargaining unit, to the degree that Pre-Ratification employees are affected, that these employees may be subject to layoff.

A layoff is defined as the total elimination of an employee's hours of work in any given week.

Such layoffs and recall would be carried out by seniority, in accordance with the provisions of Section 11 of the Collective Agreement, with the employee(s) hired last being laid off first, and the employee(s) hired first being laid off last.

It is understood that before any Pre-Ratification employee is laid off that all employees with less seniority (including those hired after ratification of the **2017 – 2022** Collective Agreement) must be laid off first.

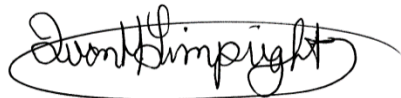
Pre-Ratification employees who are recalled shall be recalled to work at the level of hours covered by point 1 of this guarantee.

4. Pre-Ratification employees who are not laid off would continue to be covered by points 1 and 2 above.

RENEWED THIS 5th DAY OF December , 2012 .

RENEWED THIS 21st DAY OF April , 2017 .

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Ivan Limpricht, President

FOR THE EMPLOYER
SELEN ANITA SECURITIES INC.
(CANADIAN TIRE #360)

Selen Alpay, Dealer

LETTER OF UNDERSTANDING #2

BY AND BETWEEN:

CANADIAN TIRE STORE #360 (SELEN ANITA SECURITIES INC.)

AND:

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518

RE: EMPLOYEES WITH OVER 18,000 HOURS OF WORK

The Employer will provide on the first regular pay cheque after July 1 of each contract year to employees who have accumulated over 18,000 hours of work:

Year 1 – Increase to \$750.00

Year 2 – Increase to \$850.00

Year 3 – Increase to \$950.00

Year 4 – Increase to \$1000.00

Year 5 – \$1000.00

SIGNED THIS 5th DAY OF December , 2012 .

RENEWED THIS 21st DAY OF April , 2017 .

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

**FOR THE EMPLOYER
SELEN ANITA SECURITIES INC.
(CANADIAN TIRE #360)**



Ivan Limpricht, President

Selen Alpay, Dealer

LETTER OF UNDERSTANDING #3

BY AND BETWEEN:

CANADIAN TIRE STORE #360 (SELEN ANITA SECURITIES INC.)

AND:

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518

RE: PART TIME EMPLOYEES

The Employer may hire part-time employees who will form a “part-time pool” and will accumulate seniority as outlined in Section 11 and will normally work less than forty (40) hours per week. At no time will the “part-time pool” be greater than ten percent (10%) of the employees.

The “part-time pool” employees will be scheduled on the master schedule and will be eligible to apply for job postings as per Section 11.07.

The new “part-time pool” will have no impact on employees hired prior to ratification 2017.

The Employer and the Union will review the number of employees in the “part-time pool” two (2) years from ratification 2017.

The “part-time pool” will permit the Employer to have greater flexibility in scheduling for peak periods as required. This will also permit the Employer to approve vacation requests during periods not normally considered.

SIGNED THIS 21st DAY OF April, 2017.

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

**FOR THE EMPLOYER
SELEN ANITA SECURITIES INC.
(CANADIAN TIRE #360)**



Ivan Limpricht, President

Selen Alpay, Dealer

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