

COLLECTIVE AGREEMENT

Between

Mid-Island Consumer Co-operative

And

United Food and Commercial Workers, Local 1518

December 6, 2016 to October 4, 2020

Ratified by member vote: December 6, 2016



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MEMORANDUM OF AGREEMENT made this 6th day of December, 2016.

BY AND BETWEEN: **MID-ISLAND CONSUMERS SERVICES CO-OPERATIVE**, a body corporate carrying on business in the City of Nanaimo, Province of British Columbia

(hereinafter referred to as the "CO-OPERATIVE")

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

(hereinafter referred to as the "UNION")

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

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

SECTION 1 – Bargaining Agency

The **Co-operative** recognizes the Union as the sole and exclusive collective bargaining agency for all employees in the present retail establishments owned and/or operated by the **Co-operative** in Nanaimo with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement, except and excluding general manager, controller, hardware store managers (one per location), food store managers (one per location), petroleum division manager, operations manager, credit manager, office/ data processing manager, confidential secretary, board secretary, maintenance manager, meat department employees, bakery production workers who may be under separate certification, and those excluded by the Labour Code.

SECTION 2 – Union Shop

- (a) The **Co-operative** agrees to retain in his employ, with the Bargaining Unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The **Co-operative** shall be free to hire new employees who are not members of the Union, provided said nonmembers, whether part-time or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- (b) The **Co-operative** agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to Union membership and outlining the provisions of Section 7 (f) of this Agreement, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the **Co-operative**. The **Co-**

operative further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.

To enhance the viability of the **Co-operative**, every employee shall take out a membership in Mid-Island Consumer Services **Co-operative**.

- (c) The **Co-operative** agrees to not employ persons who have a full-time job with another **Co-operative**. The onus of bringing violations of this Subsection to the attention of the **Co-operative** shall rest upon the Union.

SECTION 3 – Deduction of Union Dues

The **Co-operative** agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The **Co-operative** further agrees to automatically deduct union dues from the wages of all new employees. The Union will supply an appropriate form to the **Co-operative** so that new employees, at the time of hire, will authorize union dues deductions. This form will be applicable from the time the employee commences employment until such time as the Union submits an official dues checkoff to the **Co-operative**. The employee shall, within thirty (30) days after commencement of employment, provide the **Co-operative** with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the **Co-operative** to the Secretary Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four week basis showing amount deducted biweekly, for what purpose and the total amount deducted during the month or four week period, as well as the store number of each employee for whom the deductions were made. Union dues deducted by the **Co-operative** shall be shown on the employee's T4 slip.

SECTION 4 – Clerks Work Clause

Subject to exclusions in Section 1 of this Agreement, all work in the handling and selling of merchandise in the retail stores of the **Co-operative** shall be performed only by employees of the **Co-operative** who are in the Bargaining Unit and who are members of the Retail Clerks Union, Local 1518, with the following exceptions:

- (1) Supervisory and Specialist Personnel of the **Co-operative**.
- (2) Rack Jobbers.
- (3) Demonstrators.
- (4) Special personnel assisting prior to the store opening and during major store remodelling.
- (5) Salespersons employed in the building of special displays. End displays on regular store fixtures shall not be considered as special displays, except that salespersons may assist in the design and decoration of such displays, provided actual stocking of merchandise is performed by employees of the **Co-operative**.

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

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

- (6) Any member shareholders of the Co-op who assist in the service, marking and wrapping of their own purchases.
- (7) Truck delivery persons who assist in unloading their vehicles into the stores.
- (8) Employees of independent inventory firms who count the stock of the Co-op as required.

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

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

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

Accumulated Paid Time Off: Regular employees, except students, shall accumulate paid time off at the rate of four (4) hours for each forty (40) hours of actual work completed. Office staff will have to work forty (40) hours to receive four (4) hours A.T.O. Employees will be advised of their A.T.O. entitlement on a bi-weekly basis in writing.

Basic workweeks shall be those described in this Subsection and shall also include time off due to Jury Duty and Witness Duty as set out in Section 7 (g), and funeral leave as set out in Section 11 (a), provided the employee has actual hours worked in the week.

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

When an employee has accumulated eight (8) hours, he or she shall receive a day off with pay scheduled by the **Co-operative** within the next four (4) weeks, such day to be combined with an employee's regular day off when it does not interfere with the efficient operation of the store. A.T.O. accumulation can vary to a maximum plus or minus twenty (20) hours in employee A.T.O. bank.

Employees shall accumulate their normal A.T.O. entitlement for each week of vacation.

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

An employee who terminates or is terminated, or who is promoted out of the jurisdiction of the Union, shall receive payment for any hours of paid time off accumulation that he or she is entitled to at the time of his or her termination or promotion out of the jurisdiction of the Union.

Where seven (7) day operations exist, employees will be entitled to two (2) consecutive days off every two (2) weeks. The stipulation regarding days off being consecutive may be waived for part-time employees only, providing the individual employee and the **Co-operative** mutually agree.

Consecutive Days Off: The **Co-operative** agrees to schedule every second (2nd) week, subject to the operational needs of the store, consecutive days off for all full-time employees and, that wherever practical, the **Co-operative** shall also schedule A.T.O. days with consecutive days off.

Consecutive Day Limit: Full-time employees will not be required to work in excess of six (6) consecutive days.

No part-time employee shall be required to work more than six (6) consecutive days. It is understood that there will not be any "available hours" claim involving a seventh (7th) or subsequent days of work.

- (b) In the event that an employee working more than thirty-six (36) hours per week for thirteen (13) consecutive weeks, exclusive of replacement hours, or an office employee working more than thirty-one (31) hours a week for thirteen (13) consecutive weeks, exclusive of replacement hours, alleges that he or she is being prevented from working forty (40) available hours (or thirty-five [35] available office hours), he or she may request an explanation from the Store Manager concerned. If he or she is not satisfied with the explanation, the Union may lodge a grievance in accordance with Sections **18** and **19** to determine whether or not the employee should be full-time.

For the purposes of averaging (i.e., thirty-six [36] or thirty-one [31] hours per week), paid time off will be considered as hours worked including absence due to sickness or accident but limited to regular hours the employee would have been scheduled to work, exclusive of replacement hours.

For the purposes of this section, "replacement hours" shall be those hours that an employee works or is assigned that would normally be worked by another employee were it not for the latter's absence due to illness, paid or unpaid leave of absence, Workers' Compensation, Weekly Indemnity or other contractual absences, exclusive of ATO and vacation.

- (c) Statutory Holidays: The following days shall be considered statutory holidays: New Year's Day, **Family Day**, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all other public holidays proclaimed by the Dominion, Provincial or Municipal Governments, provided that all other major retail grocery stores close on any such holiday proclaimed, and further, that in the case of a statutory holiday proclaimed by a Municipality, only those stores of the **Co-operative** in that Municipality shall be affected by the requirements of this section.

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

- Average hours in the four (4) weeks worked prior to a statutory holiday:
- Sixteen (16) but less than twenty (20)
 - Four (4) hours' pay for each holiday

- Twenty (20) but less than thirty-two (32)
 - Six (6) hours' pay for each holiday
- Thirty-two (32) hours or more
 - Eight (8) hours' pay for each holiday

Commencing with their fifth (5th) week of employment, full-time employees shall receive forty (40) hours' pay at straight time rates and shall work four (4) days, thirty-two (32) hours in a week in which one (1) statutory holiday occurs; three (3) days, twenty-four (24) hours in a week in which two (2) statutory holidays occur. Time worked in excess of thirty-two (32) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one half (1 ½).

For purposes of determining statutory holiday pay entitlement for all employees, all paid time off shall be counted as hours worked if the employee would have been scheduled to work such hours they were absent. In addition, absence due to sickness or accident shall be counted as time worked in determining statutory holiday pay for up to thirty-nine (39) consecutive weeks calculated from the first day of such sickness or accident.

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

Employees who do not qualify for holiday pay as per the above formula(s) shall be entitled to holiday pay as per the *Employment Standards Act* of British Columbia.

All work performed on a statutory holiday shall be paid for at the rate of time and one half (1 ½) the employee's rate of pay and, where so entitled, the employee shall also receive pay for the statutory holiday.

- i. The hours in excess of the basic workweek (Section 5 (a)) shall be offered by seniority and shall be voluntary.
- ii. If sufficient employees are not available, hours of work to the above maximum may be assigned by reverse seniority.
- iii. Work on the statutory holiday shall be paid at the appropriate statutory holiday rates.

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

By mutual agreement between the **Co-operative** and the employee, statutory holidays may be scheduled in the week prior or the week following the week in which the statutory holiday occurs. Further, it is agreed rescheduled statutory holidays will be scheduled with a day off or A.T.O.

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

Full- and Part-time Employees: Weekly work schedules for full-time and part-time employees to be posted three (3) weeks in advance. (It is agreed that the posting of the schedules on a Monday, (twenty [20] days) in advance, shall not be a violation of the intention of this proposition). An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident, or in the event of emergencies such as fire, flood, breakdown of machinery or other instances of force majeure. In all other cases, at least twenty-four (24) hours' notice of any change must be given or four (4) additional hours' pay given in lieu of notice.

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

Students: The **Co-operative** shall post the weekly work schedule for all students not later than Thursday 6:00 p.m. for the following workweek. A student's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery or other instances of force majeure. In all other cases, a student must be notified on the day before of any change to his or her schedule or be given an additional two (2) hours' pay if the schedule is changed for a school day and four (4) hours' pay if the schedule is changed for a non-school day.

It is understood that if a penalty is paid under Section 5 (c), then no penalty shall be paid under Section 7 (d).

Split Shifts: There shall be a daily starting time for each employee. Daily hours of work for full-time employees shall be consecutive, with the exception of meal periods. Part-time employees shall not be required to work a split shift except by mutual agreement between the employee and the **Co-operative**. Such agreement shall be given by the employee in writing. When an employee has agreed to work split shifts and wishes to withdraw such agreement, twenty-four (24) hours notice shall be given to the **Co-operative**. Agreement and withdrawal of same shall only take place once during the life of the Collective Agreement.

Weekend Rotation: Employees to be entitled to rotation of Saturday days off. In the event operations open on Sunday, employees shall be entitled to rotation of days off in this respect also.

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

Employees who work an eight (8) hour shift shall have a meal period to commence not earlier than three (3) hours or later than five (5) hours after commencement of the shift; however, when such employees commence their shift between 12:00 noon and 1:30 p.m., their meal period shall not be scheduled prior to 4:30 p.m. Part-time employees working more than five (5) hours and less than eight (8) hours shall be entitled to a thirty (30) minute meal period. Meal periods for part-time employees shall be scheduled. Where an employee is not given the opportunity to leave the premises, the meal period shall be paid for at straight time.

- (f) Rest Periods: All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of four (4) hours but not more than six (6) hours shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or less than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee. Cashiers' times set by the **Co-operative** for rest periods will be set out on a sheet and will be available for cashiers to review prior to the commencement of their shift. Such times can be altered by management, should the need arise within the confines of this Subsection.

Where a Cashier works a shift of more than four (4) hours but less than five (5) hours, he/she shall be entitled to an unpaid fifteen (15) minute rest period. When the shift is scheduled, the employee will notify management whether he/she wishes to observe this rest period by taking it in conjunction with the paid fifteen (15) minute rest period, or if he/she wishes to observe the unpaid period at a separate later time.

- (g) Time Cards & Time Clocks: The **Co-operative** shall provide each store with either a time clock or time sheet in order to enable employees to record their time for payroll purposes. Where time clocks are required the time card will be used for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods, and shall sign the time sheet. Where time clocks are not used, time is to be recorded in ink (ball-point pen acceptable).

Employees who fail to record all time worked in the manner required by this Subsection shall, upon complaint of the Union, be disciplined as follows:

- 1st violation
 - one (1) week suspension without pay
- 2nd violation
 - two (2) weeks suspension without pay
- 3rd violation
 - termination of employment

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

Any such dispute shall be subject to the Grievance and Arbitration Sections of this Agreement. Any employee terminated for the above reasons shall not be entitled to notice or pay in lieu of notice under Section 14 of this Agreement.

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

- (h) Overtime Pay: Time worked in excess of the basic workweek, as defined in Paragraphs (a) and (b), or the regular working day scheduled by the **Co-operative**, shall be paid at the rate of time and one half (1 ½) the regular rate.

A part-time employee working on more than five (5) days in one (1) week shall be paid at the rate of time and one half (1 ½) for work performed on the sixth (6th) day.

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

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

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

If an employee is required to work more than one (1) hour but not more than two (2) hours overtime, he or she shall be given a fifteen (15) minute paid rest period. If overtime of more than two (2) hours is to be worked an employee will be given a one half (½) hour unpaid meal period and a meal allowance of ten dollars (\$10.00). This provision applies to overtime in excess of an eight (8) hour day. It is understood that all overtime of less than four (4) hours shall be continuous with the end of the shift, with the exception of a meal period where one is given as defined above. Employees must be given forty-eight (48) hours' notice for planned overtime.

When overtime work is required, the most senior qualified employee or employees on shift shall be given the first opportunity to volunteer and, if he/she is not available, the next most senior qualified employee on shift shall be approached, etc. If there are no volunteers, the most junior qualified employee or employees on shift shall be assigned to work the overtime.

(i) Sunday Work: All work performed on Sunday shall be paid at straight time rates.

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

- 1 Work on Sunday shall be voluntary.
- 2 Sunday work shall be considered as "available hours" as set out in Section 15 (d), and shall be offered according to seniority.
- 3 Employees shall notify management at the beginning of each two (2) month period of their availability to work on Sundays.
- 4 If sufficient employees are not available to work on Sundays, the **Co-operative** shall have the right to schedule hours according to "reverse seniority," provided the employee has the ability to perform the work required.
- 5 Notwithstanding the foregoing, it is understood that the **Co-operative** may require "key personnel" to work on Sundays.

When a store is open for business on Sundays, employees who are scheduled to work on Sundays shall not be required to work on Saturdays. Sunday is to be considered as the first day of the workweek for all purposes of this Collective Agreement.

- (j) All employees who are required to work between the hours of 10:00 p.m. and 5:00 a.m. of the following day shall receive a differential at the rate of one dollar (\$1.00) per hour (fifty [50¢] cents for each full half hour worked) in addition to their regular hourly rate.

It is agreed that an employee commencing a shift at 7:00 a.m. or between 7:00 a.m. and 8:00 a.m. shall not be entitled to this differential between 7:00 a.m. and 8:00 a.m. During hours that the store is open to the public, this differential shall not apply to students and part-time employees who work less than sixteen (16) hours during that week. Premium pay for night work shall not be added to an employee's rate of pay for the purpose of computing overtime pay.

- (k) There shall be an interval of not less than ten (10) hours between shifts for all employees. Except under unusual circumstances, an employee who is not allowed a ten (10) hour interval between shifts shall be paid at the rate of time and one half (1 ½) for time worked prior to the expiry of the ten (10) hour interval.
- (l) All work after 6:30 p.m. on Christmas Eve or New Year's Eve will be paid at double time.
- (m) Night Stocking: Where two (2) or more employees are working on a night shift in a store where regular or systematic night stocking is in effect and there is not a premium rate Clerk, assistant manager or management personnel in charge, the person in charge shall receive seventy-five cents (\$0.75) per hour over the employee's regular rate.

The following rules shall apply to night stocking:

- (1) Night stocking shifts shall commence at 12:01 a.m. five (5) nights per week except as hereinafter provided.
- (2) As an alternative to point number (1) above, one 12:01 a.m. shift may be worked on any night of the week with the remaining shifts falling within the time outlined in point number (3).
- (3) Shifts not commencing at 12:01 a.m. shall start on or after 5:00 a.m. and shall end before 12:00 p.m.
- (4) An employee's shift during one (1) week shall fall within the same sixteen (16) hour span.
- (5) Employees regularly assigned to stocking shifts while the store is closed for business shall be rotated to a shift every three (3) months which does not involve regular night stocking unless otherwise mutually agreed in writing between the employee and the **Co-operative** (a copy to be sent to the Union). If this is not practically possible in certain stores, the **Co-operative** and the Union representative will discuss alternatives that may provide a fair rotation system.

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

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

Senior employees whose years of service plus age equals seventy (70), may opt out of night stocking crew.

- (n) In the event that an employee is assigned to lock up the store, it is assumed that the employee is in charge of the store for that assigned period of time. This employee shall be paid a premium of seventy-five cents (\$0.75) per hour for all time worked in that position. This rate shall not apply to in-scope management.

SECTION 6 – Classification of Employees

- (a) Office Clerks: To perform any duties assigned in the Administrative Office as per job descriptions
- (b) **Warehouse Person: To perform any duties assigned in the Warehouse as per job description.**

SECTION 7 – Wages

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

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

- (b) Employees who are temporarily required for a period of one (1) day or more to fill the position of a department manager, shall receive a minimum of six dollars (\$6.00) per day in addition to their regular pay.

Department Manager shall mean Store Manager, Hardware Manager, and Office Manager

An employee relieving a Produce Manager or Assistant Manager who is absent more than two (2) consecutive days shall be paid for such relief work for all time so employed at the Produce Manager's or Assistant Manager's rate established in this Agreement.

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

The above regulations apply to students who work on a day which is not a school day or on a day on which the store is open for night shopping. A student who is called for work on a school day on which the store is not open for night shopping must work a minimum of two (2) hours or

be paid for two (2) hours. A student who is called for work on a school day and upon reporting for work finds that his or her services are not required shall receive two (2) hours' pay.

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

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

- (1) Provided the employee with the "New Employee" letter provided for in Section 2 (b) of this Agreement not later than two (2) weeks from the date of employment, and
 - (2) Provided the employee with the written notification showing credit granted for previous experience within the forty-five (45) day period required by this Section, and
 - (3) Provided the Union with a copy of the letter showing credit granted for previous experience within the same period, then no consideration will be given to any disagreement pertaining to credit for previous experience if presented later than sixty (60) days from the date of employment.
- (f) Jury Duty Pay: An employee, not being himself/herself a party to the proceedings, who is summoned to Jury Duty or Witness Duty, where subpoenaed in a court of law, or where subpoenaed to an Arbitration Hearing or Labour Board Hearing by the **Co-operative**, shall be paid wages amounting to the difference paid them for their services and the amount they would have earned had they worked on such days. Employees performing the said service shall furnish the **Co-operative** with such statements of earnings as the courts may supply.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty or Witness Duty and actual work on the job in the store in one (1) day shall not exceed eight (8) hours for purposes of establishing the basic 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.

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

- (g) Staff Meetings: Staff meetings, whether in the store or off the premises, shall be considered as time worked and paid for accordingly, except meal meetings at which the attendance is voluntary.
- (h) Physical Examinations: Where the **Co-operative** requires an employee to take a physical examination, doctor's fees for such examination shall be paid by the **Co-operative**. Except prior to commencement of employment and the first four (4) weeks of employment, such examinations shall be taken during the employee's working hours without loss of pay to the employee.
- (i) Equal Pay for Equal Work: The **Co-operative** shall not discriminate between male and female employees by paying a female employee at a rate of pay less than the rate of pay paid to a male employee 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.

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

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

No employee shall be held responsible for cash shortages unless he or she has exclusive access to his or her cash.

- (k) Prices and Codes: Learning prices shall be included in the employee's daily work schedule and shall be paid for in accordance with the terms of the Collective Agreement.
- (l) Transfers: All travelling time connected with the employee's job, except going to and returning home from work, shall be paid for.
- (m) Travel Time: All travelling time in the employee's own vehicle connected with the employee's job, except going to and returning home from work, shall be paid for current rate established by Federated Co-operative's Limited policy.

SECTION 8 – Vacations with Pay

- (a) A "year of service" for purposes of paid vacation shall mean one thousand seven hundred (1,700) hours of actual work with the **Co-operative** within a calendar year, provided, however, that all time absent on paid vacation and paid statutory holidays, and time lost due to sickness or accident not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident, shall be considered as time worked.

Should an employee fail to meet the one thousand four hundred and fifty (1,450) hour test or the one thousand seven hundred (1,700) hour test for vacation eligibility because of the L.O.A.

provisions in the Collective Agreement (i.e.: T.A.B., Education Leave, One (1) Year Leave, etc.), the year will be removed from the calculation of continuous years. This will bridge the prior continuous years of service for vacation purposes with the subsequent year(s) of service.

(NOTE: An employee absent due to sickness or accident in excess of thirty-nine (39) consecutive weeks shall earn "time" but not pay as it relates to Subsection (e).

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

Employees who, in the application of the provision outlined above, work less than one thousand seven hundred (1,700) hours in a vacation year, shall be entitled to the vacation time off stipulated in Subsection (e), but will receive vacation pay based upon their earnings for the previous calendar year in accordance with the following:

1 year but less than 3 years' service	4%
3 years but less than 8 years' service	6%
8 years but less than 13 years' service	8%
13 years but less than 18 years' service	10%
18 years' service and over	12%

- (b) Two (2) weeks of an employee's paid vacation shall be consecutive and given during the regular vacation period - April 1st to September 30th. However, employees entitled to five (5) or more weeks of vacation may take three (3) consecutive weeks of vacation during the regular vacation period except during the prime time of July and August unless otherwise mutually agreed.

Vacations must be taken in units of not less than one (1) week.

Once initial vacations have been selected during the regular vacation period (April 1st to September 30th) subject to the operational needs of the store, any weeks in which no employee has chosen any vacations will be available for selection by seniority.

Employees entitled to four (4) weeks or more paid vacation shall receive two (2) weeks of their additional vacation consecutively unless the employee and the **Co-operative** mutually agree otherwise, provided the requirements of the preceding sentence are met.

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

the month of December except where vacations are arranged by mutual agreement (with two (2) weeks' notice to the payroll department of the vacation date).

A blank vacation schedule shall be posted in the coffee room by January 1 of each year. The employees shall indicate on the schedule the days that they are requesting to take as their vacation.

The **Co-operative** shall finalize by April 1st and post not later than April 15th a vacation planner for that calendar year. It shall remain posted for the remainder of that calendar year.

- (c) The pay to which an employee is entitled pursuant to this Section shall be paid to the employee during the week prior to the employee going on vacation. Part-time employees (only) will have the option of the appropriate percentage added to their pay each pay period or shall be entitled to receive their vacation pay during the week prior to the employee going on vacation. Part-time employees must indicate which of the above options he or she desires before January 1st of each year.

Full-time employees who wish to receive their vacation pay on the payday prior to going on vacation, must notify the **Co-operative**, in writing, by Thursday of the week preceding the said payday.

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

- (e) The following vacation schedule shall apply:

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

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

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

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

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

Vacation pay for vacation provided in Subsection (e) of this Section shall be computed on the basis of forty (40) hours' pay or two percent (2%) of the employee's earnings for the employee's calendar year prior to leaving on vacation, whichever is the highest, for each week of paid vacation to which the employee is entitled. Employees must take vacation to which they are entitled and cannot receive pay in lieu of vacation, except as hereinafter provided. Vacations must be taken in units of not less than one (1) week.

(f) Employees terminating their employment shall receive payment for vacation allowance in an amount equal to four percent (4%) of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid, provided, however, employees entitled to three (3), four (4), five (5), or six (6) weeks' vacation, under the provisions of Section 8, Subsections (e) and (g), of this Agreement, shall upon termination of employment receive an additional two (2), four (4), six (6), eight (8), ten (10) or twelve (12) percent respectively, of the total wages and salary earned by the employee during the period of employment for which no vacation has been paid, provided they give the **Co-operative** two (2) weeks' notice in writing if they terminate.

(g) Part-time employees will receive vacation pay for each seventeen hundred (1,700) hours worked in accordance with the following:

0 hours	- 5,099 hours	total 4%
5,100 hours	- 13,599 hours	total 6%
13,600 hours	- 22,099 hours	total 8%
22,100 hours	- 30,599 hours	total 10%
30,600 hours and over		total 12%

These percentages shall not be reduced by a subsequent reduction in weekly hours worked by the individual.

Part-time employees may elect to receive one (1) week of vacation for each two percent (2%) of vacation pay entitlement:

-	i.e.:	6% entitlement	3 weeks
		8% entitlement	4 weeks

(h) Any employee commencing employment between October 1st and December 31st shall be entitled to receive five (5) days' leave of absence the following year during the vacation period.

(i) Vacation entitlement is to be maintained for full-time or part-time employees whose hours are reduced either by themselves or the **Co-operative**. Time off entitlement will be in accordance with the percentage entitlement.

(j) Vacation Scheduling: Vacation schedules, once approved by the **Co-operative**, shall not be changed except by mutual agreement between the employee and the **Co-operative**. Seniority shall apply in preference for vacations within a store. In cases where transfers of personnel into a store make the foregoing inoperable, the fairest alternate procedure shall be adopted.

(k) Upon request, except for a bona fide business reason, the **Co-operative** will schedule full-time employees the first day of the week after vacation as a day off. Furthermore, the employee's starting time for the first shift upon returning from paid vacation shall be written on the schedule prior to leaving on vacation.

SECTION 9 – Health and Welfare Plan

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

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

An eligible full-time employee shall be one who has three (3) consecutive months current employment at the effective date of the plan.

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

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

The **Co-operative** shall also make available the benefits to part-time employees (except students) who work an average of thirty-two (32) hours per week for a period of three (3) consecutive months, and have been employed for one (1) year. Such employees shall receive the same benefits as set out for full-time employees in this Section of the Agreement. The employee must fail to meet the above hour requirement for a period of three (3) consecutive months from the time he or she first fails to meet it before they are disqualified.

The **Co-operative** shall also make available:

- Medical Services Plan (M.S.P.)
- Extended Health Benefit (E.H.B.)
- Hearing Aid, Eyeglasses, Prescription Drug Plan (H.E.P.)

to all employees (except students) who work an average of twenty-four (24) hours per week for a period of three (3) consecutive months. Such employees shall receive these benefits as described for full-time employees in this Section of the Agreement.

At the end of the first three (3) months in which an employee fails to average twenty-four (24) hours per week, he/she shall lose this coverage.

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

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

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

- (a) Medical and Extended Health Plan: The **Co-operative** will provide and will pay the full premium for the B.C. Medical Services Plan and the Extended Health Plan to all eligible full-time employees and part-time employees and their dependents. Eligibility for the Medical Services Plan commences on the first (1st) of the month following date of hire.

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

- (b) Group Life Insurance: All eligible full-time and part-time employees may join the group life insurance plan **and dependent life insurance plan** after three (3) months from date of hire. Premiums are one hundred percent (100%) paid by the **Co-operative**. **The Co-operative's present policy (in accordance with the bylaws of the plan concerned) of providing Group Life Insurance and Dependent Life Insurance shall apply during the term of this Agreement.**
- (c) Long Term Disability: All eligible full-time and part-time employees may join Long Term Disability plan after three (3) months from date of hire. Premiums are paid one hundred percent (100%) by the **Co-operative**. **The Co-operative's present policy (in accordance with the bylaws of the plan concerned) of providing Long Term Disability Insurance shall apply during the term of this Agreement.**
- (d) Extended Health Care Plan: All eligible full-time and part-time employees may join the **Extended Health Care Plan (which includes Optical benefits)** after three (3) months from date of hire. Premiums are paid one hundred percent (100%) by the **Co-operative**. **The Co-operative's present policy (in accordance with the bylaws of the plan concerned) of providing Extended Health Care Plan Insurance shall apply during the term of this Agreement.**

The **Co-operative** agrees to maintain the cost of the Extended Health **Care benefits** for employees on long-term disability benefits. **The Co-operative also agrees to** a Prepaid Drug Plan with no deductible.

- (e) Dependent Coverage: It is understood all employees' dependents shall be covered by the above welfare plan. Eligible dependents for the purpose of the above benefit plans shall be wife, husband and a covered employees' unmarried children under the age of nineteen (19), or under the age of twenty-five (25) while attending an educational institution, provided such person is still dependent on the employee.

Employees on Long Term Disability shall receive pension credits from the insurance carrier. These credits shall regularly be reported to the Union.

SECTION 10 – Sick Leave Benefits – Funeral Leave – Maternity Leave – Education Leave

- (a) Sick Leave: Upon completion of three (3) months of employment, a full-time employee shall accumulate sick leave on the basis of one (1) day's credit for each full month of employment, commencing retroactive to thirty (30) days after date of employment.

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

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

Upon completion of three (3) months' employment, a regular part-time employee working thirty-two (32) hours or more shall accumulate sick leave on the basis of eight (8) hours' sick leave credit for each one hundred seventy-three and one half (173 ½) hours worked. The amount of sick leave paid is to be based on the hours scheduled for that week.

Regular part-time employees working more than sixteen (16) hours per week but less than thirty-two (32) hours, who were on the payroll prior to July 1, 1984, shall continue to be entitled to sick leave on the following basis:

Such employees shall accumulate sick leave on the basis of eight (8) hours' sick leave credit for each one hundred seventy-three and one half (173 ½) hours worked.

In addition to the above sick leave benefits, all employees will be entitled to forty (40) hours unpaid personal crisis time per calendar year.

- (b) A regular full-time employee or a regular part-time employee on a schedule of thirty-two (32) or more hours per week who is reduced to a schedule of less than thirty-two (32) hours per week, will continue to be eligible to draw sick leave benefits from his/her accumulated sick leave for actual time off the job due to non-compensable illness not covered by the Long Term Disability Plan, he/she shall be entitled to draw benefits only for time lost due to non-compensable illness not covered by the Income Guarantee Insurance only until his/her accumulation has been reduced to zero.
- (c) Sick leave credit shall be capped at ninety-six (96) hours. If an employee who has accumulated more than ninety-six (96) hours, to a maximum of one hundred sixty (160) hours, requires further sick time, those hours in excess of ninety-six (96) up to the amount accumulated by the employee shall be paid by the **Co-operative**.

Employees who retire on pension or who voluntarily terminate their employment with the **Co-operative** or who are permanently laid off from their employment with the **Co-operative** shall, upon termination or retirement, be paid any sick leave accumulation they may have to their credit to a maximum of ninety-six (96) hours.

- (d) Any employee reporting sick must make every effort to communicate with the most senior management person on duty (Store Manager, Assistant Manager, Head Cashier) as soon as possible prior to the scheduled shift commencement.

Any employee found abusing sick leave privileges shall be disciplined by the **Co-operative** who may discontinue or reduce the benefit or terminate the employee.

- (e) After absence due to illness or injury up to one (1) year, the employee must be returned to his or her job when capable of performing his or her duties. If an employee is off work for more than one (1) year due to injury or illness, the employee will be reinstated to his or her former classification as soon as an opening occurs, providing he or she is physically capable of satisfactorily performing the work involved.

If they are not capable of performing the work involved in their original classification, every effort will be made to place them in a suitable position when an opening occurs. Any employees returning to work under the provisions of this Section will retain their original seniority.

- (f) The **Co-operative** shall pay for medical reports required in connection with sick leave or salary continuance provisions, up to a maximum of fifty dollars (\$50.00), as long as the paid receipt or invoice is provided to the **Co-operative**.
- (g) The **Co-operative** shall apply any accumulated sick leave to absences due to sickness or noncompensable accident not covered by Insured Weekly Indemnity benefits (or similar benefits), and shall supplement Weekly Indemnity Benefits (or similar benefits) at the employee's request in writing, but not to exceed the employee's normal earnings.
- (h) Maintenance of Benefits: The **Co-operative** agrees to maintain the full cost of Health and Welfare premiums when an employee is absent on Weekly Indemnity or Workers' Compensation claims or on Sick Leave to a maximum of six (6) months. The employee shall reimburse the **Co-operative** for the employee portion of such payments upon his or her return to work, within such reasonable time as agreed between the **Co-operative** and the employee.

The **Co-operative** agrees to maintain the cost of the following Health and Welfare premiums only for those employees on Long Term Disability, as follows:

B.C. Medical Services Plan (MSP))	
Group Life Insurance)	For duration of LTD
Extended Health Plan covering)	
eyeglasses, drugs and hearing air benefits)	

- (i) i. Workers' Compensation Coverage: Where a full-time employee is qualified for Workers' Compensation, the **Co-operative** shall make up the difference between the employee's regular straight time earnings at his regular hourly rate of pay and what he receives from the Workers' Compensation Board for a period of up to thirteen (13) weeks from the first day of absence due to injury on the job.

In the event the Workers' Compensation Board challenges initial coverage or, after going on W.C.B. benefits the Workers' Compensation Board terminates such benefits because the Board has decided that the employee's disability is no longer related to the compensable injury, an eligible employee may apply for coverage under the Income Guarantee Insurance Plan. If the claim is later allowed by the Workers' Compensation Board, the **Co-operative** will be refunded that portion of the advance paid by the Workers' Compensation Board either directly from the Board or, if not

possible, from the employee. At the **Co-operative's** option the employee will pursue the appeals procedure under the Workers' Compensation Board.

ii. Workers' Compensation Supplement:

- 1) Rehabilitation Program: Where an employee on Group Insurance, L.T.D., or W.C.B. benefits is disabled from performing his/her usual job, but may be able to perform other jobs covered by this Agreement, the Union and the **Co-operative** agree to cooperate to facilitate a change in classifications or jobs.

The **Co-operative** and the Union mutually agree to cooperate with the Workers' Compensation Board or any other agency in efforts to rehabilitate an injured worker. Where reentry into the Bargaining Unit is not possible because of permanent disability, the parties agree to cooperate to retrain an injured worker.

- 2) W.C.B. Rehabilitation Program: In the case of employees on a W.C.B. rehabilitation program covered by Section 10 (h) (ii) (1), the **Co-operative** agrees to maintain benefits for the term of rehabilitation at the level existing at the date of injury to a maximum of a three (3) month period in addition to the six (6) months set out above in Section 10 (g). At the end of this maintenance period, benefits shall be determined by hours worked. This benefit maintenance shall not apply to an employee who is being retrained for a job outside any of the contract Bargaining Units.

SECTION 11 – Leaves of Absence

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

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

Employees will be entitled to one (1) week additional unpaid leave if the death or funeral is more than five hundred (500) kilometers from Nanaimo.

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

- (b) Maternity Leave: An employee who is pregnant shall be given leave of absence without loss of seniority or other privileges for eleven (11) weeks prior to the delivery until six (6) weeks after delivery. The employee may choose to delay the commencement of her maternity leave,

provided she is medically fit to perform the full range of duties of her position. This will not affect the employee's entitlement to seventeen (17) weeks of maternity leave. Benefit coverage for this period shall be according to the Employment Standards Act (seventeen (17) weeks).

An employee may request a further additional leave of absence for a specified period of time not to exceed thirty-four (34) weeks. All such requests must be submitted in writing at least two (2) weeks prior to their return to work date. The request must specify the length of the extension and the revised date the employee will be available to return to work. The length of the extension can be modified by mutual consent. Employees will not accrue any benefits (except as specified for the eighteen (18) weeks under the Employment Standards Act) while they are on an extension of maternity leave.

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

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

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

- (c) Parental Leave: Employees shall be granted a parental leave of absence without pay by the **Co-operative**. Such leave shall not exceed thirty-five (35) weeks and must be taken within one (1) year of the date the child is released from the hospital or from the date an adopted child is placed in the employee's home. Female employees who have availed themselves of the leave in Section **11 (b)** above are eligible provided the cumulative time off does not exceed fifty-two (52) weeks and is taken consecutively to the maternity leave.
- (d) Paternity Leave: An employee about to become a father shall be entitled to a paid leave of absence of two (2) days at the time of the birth of his child or the adoption of a pre-school child or children.

Up to four (4) additional days may be taken without pay, however, the employee may choose to consider the four (4) unpaid days as vacation or A.T.O. days.

- (e) Leaves of Absence:
 - i. After two (2) years of continuous service, all employees are entitled to one (1) leave of absence without pay and without loss of seniority or benefits, of up to four (4) weeks. For each additional two (2) years of continuous service, full-time employees will be eligible for an additional four (4) weeks' leave of absence without pay. All applications for leave of absence shall be submitted in writing at least sixty (60) days prior to the time period requested. For scheduling purposes, paid vacation will take precedence over leave of absence. If more than two (2) employees from the same store request leave of absence for the same time, seniority shall govern. Leaves of absence shall not be unreasonably withheld.

- ii. All employees shall be entitled to a one (1) year unpaid leave of absence after five (5) years of service. Employees on such a leave of absence shall neither earn nor lose seniority.
- iii. Employees are entitled to apply for a Take-A-Break leave of absence up to a maximum of one hundred twenty (120) days per year (but not to exceed twenty-four (24) calendar weeks in duration) subject to the following conditions:
 - 1) Application for such leaves must be in writing and are subject to the approval of the Store Manager and General Manager. Every effort should be made to provide as much notice as possible.
 - 2) Requests for Take-A-Break (T.A.B.) leave of absence will be granted to all employees provided there is another available employee in the store who is capable of doing the work required.
 - 3) While an employee is on leave as described in this section, and as a result of the leave the employee's benefit coverage lapses, the employee shall have the option of maintaining their benefits. In this case, the employee shall bear all costs and premiums charged in maintaining the benefits.

(f) **Educational Leave:** Employees with three (3) or more **years** of continuous service with the **Co-operative** shall be entitled to an educational leave of absence for up to one (1) year without gain or loss of seniority as of the time the employee leaves.

The following terms and conditions shall apply to such leaves:

- (1) One employee **per location** shall be eligible for educational leave at any one time.
- (2) Applications for such leaves must be in writing and are subject to the approval of the General Manager. As much notice as possible, and in any event, not less than thirty (30) days' notice, must be provided prior to the commencement of the leave.
- (3) Seniority shall be the determining factor in scheduling the leave.
- (4) Such leave will be granted on a one time only basis per employee.
- (5) The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case.
- (6) While on leave, the employee shall not take employment with any competitor. (Violation of this provision may result in termination.)
- (7) It is understood a person on leave could be offered minimal part-time work with the **Co-operative** without seniority or rights to such work, for the duration of the leave.
- (8) The period of time off will not count towards time worked for vacation entitlement.
- (9) One month's notice of return to work must be given to the **Co-operative** unless a return date has been established prior to leaving.

- (10) During the period of such leave, the employee will be allowed to self pay their preleave benefit status for M.S.P., E.H.B., H.E.P. and Life Insurance in advance by quarterly installments.

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

SECTION 12 – Retail Clerks Dental Plan

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

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

The Trustees shall select a Trust Company, or such other financial institution, to whom contributions by the **Co-operative** to the Plan shall be paid.

The **Co-operative** agrees to make contributions to the fund at the rate established from time to time by the Board of Trustees for each straight time hour of actual work by all employees within the Bargaining Unit of this Collective Agreement, including hours worked on Sunday if such hours are part of the basic workweek of an employee. Such contributions shall not exceed eleven dollars sixty cents (\$11.60) per week for any one employee. If it is determined by actuarial advice that different contributions are required to maintain benefits under the Plan, then the contributions shall be changed in amounts and on dates determined by such actuarial advice.

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

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

Employees who transfer from other dental plans within the industry shall have immediate eligibility for the Dental Plan, provided they are working the average hours required to qualify for the Retail Clerks Dental Plan.

It is agreed that in the event the Government of Canada or the Province of British Columbia provide a noncontributory dental care plan with similar benefits, the **Co-operative's** obligations to continue contributions to the Retail Clerks Dental Plan shall cease. It is further understood, should a

Government Plan create duplicate benefits, then these benefits shall be deleted from the Retail Clerks Dental Plan and the **Co-operative's** contribution in respect to the cost of these benefits shall cease.

Effective Sunday after ratification the orthodontic limit shall be increased to two thousand five hundred dollars (\$2,500.00) on the above basis for eligible dependents who have not exceeded previous limits.

Effective Sunday after ratification of the 1994 Collective Bargaining Agreement, the orthodontic limit shall be increased to three thousand dollars (\$3,000.00) on the above basis for eligible dependents who have not exceeded the twenty-five hundred dollar (\$2,500.00) limit.

SECTION 13 – Retail Clerks Industry Pension Plan

The **Co-operative** agrees to contribute eighty-eight cents (88¢) per hour straight time actually worked, not to exceed seven dollars and four cents (\$7.04) per day or thirty-five dollars and twenty cents (\$35.20) per week for each employee covered by this Agreement.

Effective February 1, 2000, the **Co-operative** agrees to contribute an amount equal to four percent (4%) of all earnings, less taxable benefits, on behalf of each employee covered by this Agreement. Effective February 1, 2001, this contribution shall increase to five percent (5%)/ on February 1, 2002, this will increase to six percent (6%); and on February 1, 2003, this will increase to seven percent (7%). Effective closest pay period to October 1, 2015 this will increase to eight percent (8%).

After February 1, 2000, the employee shall also make a contribution, by way of payroll deduction, as follows:

Up to 30 years of age	0%
30 years to 39 years of age	1%
40 years to 49 years of age	2%
50 years and older	4%

Changes in contribution rates shall be effective from the first day of the pay period following the attainment of age 30, 40 and 50 respectively. "Pay period" means the weekly period from Sunday through Saturday used by the **Co-operative** for payment of earnings.

The contributions shall be accompanied by a written statement showing the hours paid for each employee. In addition, the **Co-operative** agrees to pay interest on all such contributions which are not postmarked or deposited within thirty (30) days of the last day of the contribution period at the rate of seven percent (7%) per annum from the last day of the period. Each contribution period shall comprise not less than four (4) nor more than five (5) weeks.

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

SECTION 14 – Notice or Pay in Lieu of Notice

- (a) Commencing after ninety (90) calendar days from date of employment, full-time employees when terminated by the **Co-operative**, unless guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave unless having a bona fide reason for such absence, shall receive notice in writing or pay in lieu of notice as follows:

After first ninety (90) calendar days up to two (2) years of continuous service, one (1) week's notice in writing or one (1) week's wages in lieu thereof.

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

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

In the event the *Employment Standards Act* provisions concerning notice or pay in lieu of notice is greater than the above, the statutory provisions shall apply.

- (b) This Section shall not invalidate an employee's right to process his or her termination and to be reinstated as set out in Section 19, providing the employee has been employed by the **Co-operative** ninety (90) calendar days or more.
- (c) Full-time employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time, unless terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave except where the employee has a bona fide reason for such absence.
- (d) A copy of notice of dismissal or layoff of full-time employees who have been employed more than ninety (90) calendar days shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

SECTION 15 – Seniority

There shall be five (5) departments within the Co-op for seniority purposes:

- (1) Food Stores
- (2) Hardware
- (3) Office
- (4) Prepared Foods (Bakery/Deli)
- (5) Data Processing

Each store shall post an updated seniority list for that store two (2) times per year. Copies of seniority lists will be sent to the Union on a twice-per-year basis.

(a) Layoff and Recall: Length of continuous employment with the **Co-operative** shall govern in cases of layoffs and recall, provided the employee has the ability to perform the work required. Employees shall be recalled by classification as required. The foregoing shall not apply to:

- (1) Assistant Manager (not more than two) and Produce Manager, and
- (2) Employees hired to work on relief staff or replace employees who are absent due to vacations, sickness, accident or other leaves of absence.

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

- (i) No more than six (6) months has elapsed since the last day worked by the employee;
- (ii) For employees with one (1) year or more of service, no more than twelve (12) months have elapsed since the last day worked by the employee;
- (iii) The employee reports for duty within twenty-four (24) hours from time of recall.

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

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

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

Employees rehired within six (6) months of their layoff shall retain their previous length of service for the purposes of this Section and Section **14**.

- (v) An employee may initiate a transfer to another store under the following conditions:

1. The request must be submitted in writing to the General Manager;
2. The employee must trade with another employee within the same classification, who is willing to transfer to the initiating employee's location;
3. Both employees must fit into the same slots in seniority vacated by each;
4. The trade will not result in a loss of hours to any other employee.

- (vi) In the event of seasonal workers, if they are hired back within twelve (12) months they will retain their seniority based on hours worked and will be placed on the wage scale with credit for all hours paid.
- (b) The **Co-operative** agrees to give preference to Co-op employees whose work record is satisfactory, who have had their hours reduced or have been laid off or had resigned, providing such employees have the ability and suitability to perform the work available.
- (c) Preference in available hours of work within the departments shall be given to senior employees within the departments insofar as this is consistent with their ability, availability, suitability and willingness required to perform the work. Any employee may apply for any position in the Co-op. If a suitable candidate is not available within the Department with the vacancy, preference will be given to other Co-op employees insofar as this is consistent with their seniority, ability, availability, suitability and willingness required to perform the work. All job vacancies will be posted.

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

Seniority shall mean length of continuous service with the **Co-operative**.

Continuous service shall include all leaves of absence from work pursuant to the Collective Agreement, i.e.: vacations, accident/illness, leaves of absence, etc.

Employees shall retain and continue to accrue seniority during such absences except as specified in Section **11 (f)**, Education Leave, and Section **15 (e)**, Student Seniority.

It is understood this Section is subject to Sections **18** and **19** of this Agreement.

- (d) Reduction of Hours: The **Co-operative** shall not reduce the weekly hours of work of an employee for the purpose of replacing such hours with another employee at a lower hourly rate of pay.

The **Co-operative** agrees that it may, in cases where there has been a significant decrease in hours or work in the store, transfer part-time employees in order to maximize their hours of work. Upon request of the employee, the **Co-operative** and the Union shall meet to discuss the problem and determine a method of solution.

A part-time employee who works less than the basic workweek and restricts his or her availability shall sign a form so advising the **Co-operative**. One copy of the form is to be mailed to the Union by the **Co-operative**. Such employee shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. When reductions in hours occur, the junior employee, whether or not they are of restricted status, shall be reduced first. If an employee wishes to end his or her restricted status, the employee shall so advise the **Co-operative** in writing. The employee's full seniority rights shall begin from the date he or she advises the **Co-operative** of his or her full availability. An employee shall not be entitled to fill out a form as outlined above more than once every twelve (12) months unless otherwise mutually agreed.

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

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

The **Co-operative** will endeavour to schedule full eight (8) hour shifts.

- (e) Where there are reductions in staff in departments, employees affected by such reduction shall be given an opportunity to apply for any vacancy within any department. These employees will receive preference insofar as this is consistent with their ability, availability, suitability and willingness required to perform the work.

It is understood the foregoing applies only to employees on the top progression rate and that they may be reduced to the six (6) month experience category if their lack of experience in the new position justifies such action.

- (f) Transferability: Employees at the twenty-four (24) month increment level or higher wishing to transfer into another classification may do in accordance with the following procedures:

1. Employees wishing to transfer classifications shall make application for such transfer on a form supplied by the **Co-operative** upon request.
2. Employees shall be advised of the details of the program and their rights and obligations under same.
3. Employees making application for the program shall become eligible for the program in order of their date of application. Should the time of application of two or more employees coincide, then Co-op seniority shall be the deciding factor among such employees.
4. An employee who is accepted for the program shall be eligible to receive hours from the new classification as they become available.
5. Applicants must be prepared to perform the full scope of the job requirements into which the transfer is being made.
6. Applicants cannot maintain any restriction regarding the number of hours per week until all hours are in the new classification.
7. Employees moving to a new position shall be subject to a thirteen (13) week probationary period. If within the thirteen (13) week period it is determined that the employee cannot perform the duties required, they shall have the right to return to the previous classification without loss of seniority.

If the employee wishes to opt out of the program or is incapable of performing the duties within the probationary period, that employee shall be returned to the previous classification without loss of seniority.

8. Once a twenty-six (26) week period has elapsed since starting the transfer program, the transfer will be complete. Their seniority in the new classification shall be the date when the employee commenced the program
9. Employees who are presently in the classification being transferred into would have first option on available hours.
10. Employees on the program receiving hours from the new classification must relinquish a corresponding number of hours from the previous classification. In no case will an employee work hours that would create an overtime situation.
11. Transfers from one classification to another shall take place in the employee's store only. The number of employees on this program at any one time shall be restricted to one (1) per classification, with a maximum of two (2) per store.
12. An employee transferring from one classification to another shall be paid for such hours at the eighteen (18) month increment level on the scale for the new classification, such rate to be increased in accordance with the number of hours worked in the duties of the new classification according to the progression tables.
13. Employees shall be permitted to have access to the transfer program once during their term of employment.

(g) Store Closure: Should a store in the Bargaining Unit close, the Parties agree that the seniority of all employees in the Bargaining Unit be "dove-tailed" in accordance with each employee's Mid-Island Consumer **Co-operative** seniority date within the remaining store or stores within their classification for the purpose of any layoffs resulting from the store closure. Recall from layoff will be by seniority within the department as provided for in Section **15** (a).

(h) Departmental Closures: In the event there is a departmental closure or a reduction of greater than twenty-five percent (25%) of the hours worked in a department over a comparable six (6) month period in the previous year, affected employees shall be offered the following options:

1. Severance pay based on Section **16**; or
2. Employees in the top progression rate will be given an opportunity to adapt to the work in another department in order to enable them to exercise their seniority, provided they can demonstrate sufficient ability and qualifications to perform the duties of the new job. Employees shall be given a probation period of three hundred, ninety (390) hours to demonstrate these abilities and qualifications. It is understood that these employees shall be placed on the scale of the new classification at the eighteen (18) month rate, unless this rate is greater than the wage rate previously paid them. In the latter case, they shall be red-circled until the next increment places them on the wage scales.

It is understood that the employee shall be able to choose, in conjunction with the relevant Union and Management representatives, the department into which the employee wishes to move.

If an employee fails to complete the above probation period successfully, they will remain eligible for the severance pay in accordance with Section **16**.

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

SECTION 16 – Severance Pay

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

<u>Full-time Consecutive Service</u>	<u>Severance Pay</u>
Up to two (2) years -	One (1) week
Over two (2) years -	One (1) week's pay for every year of full-time service to a maximum of twenty (20) weeks

Should a full-time employee go to part-time and later lose his or her employment, due to the circumstances set out above, such employee shall be entitled to severance pay under this Section according to his or her years of full-time consecutive service only. For each year that an employee averages thirty-two (32) hours or more, but less than forty (40) hours for a full year, he or she shall earn severance entitlement based upon the average weekly hours worked during that year.

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

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

In the event there is a permanent closure of the store or part thereof causing a part-time employee to lose his or her employment, the **Co-operative** agrees to pay such employee as if he or she were a full-time employee, except that the maximum would be twelve (12) weeks.

Employees who qualify shall not be entitled to the benefits contained in Section 14 (a) of this Agreement.

SECTION 17 – Union's Recognition of Management's Rights

The Union agrees that the management of the company, including the right to plan, direct and control store operations, the direction of the working force and the termination of employees for proper cause, are the sole rights and functions of the **Co-operative**. During the first **ninety (90)** calendar days of employment, part-time new hires (only) shall be on probation and will receive a written evaluation within one (1) week of completing thirty (30) days of employment. The decision whether to retain or not to retain the employee's services shall be the sole right of the **Co-operative** and any termination occurring during that period shall not be subject to Sections 18 and 19 of this Agreement. It is agreed that the probationary period will not apply if it can be shown that an employee has been terminated for any lawful union activity as set forth in Section 20 (h) of this Agreement. Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of

management, subject however, to discharge of employees on grounds of alleged incompetency being processed under Sections **18** and **19** of this Collective Agreement, providing that such employees have been employed by the **Co-operative ninety (90)** calendar days or more. The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement. The **Co-operative**, therefore, retains all rights not otherwise specifically covered in this Agreement.

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

SECTION 18 – Grievance Procedure

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

Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union representative or representatives and the **Co-operative** representative or representatives shall meet and in good faith shall earnestly endeavour to settle the grievance submitted.

If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Section **19** of this Agreement.

- (b) Grievances involving the dismissal or layoff of an employee must be submitted to the **Co-operative** within ten (10) working days from the date of dismissal or layoff or be waived by the aggrieved party, provided notice has been given as required under Section **14** (d).
- (c) Any employee alleging wrongful dismissal may place their allegation before the Union representative and, if the Union representative considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement.
- (d) The **Co-operative** agrees to reply in writing as to the disposition of all grievances submitted by the Union. Both parties shall make every effort to avoid delay in dealing with grievances and determining their disposition.
- (e) If any grievance has not been disposed of within thirty (30) days of the time it was submitted, both parties must meet within the next five (5) working days to discuss disposition of the relative grievance. It is understood that the foregoing in no way inhibits either party from referring the grievance to arbitration if the requirements of the grievance procedure have been complied with.

SECTION 19 – Board of Arbitration/Expedited Arbitration

Expedited Arbitration

- (1) A party to the Collective Agreement may refer a difference respecting its interpretation, application, operation or alleged violation, including a question as to whether a matter is arbitrable, to the director for resolution by expedited arbitration.
- (2) No difference may be referred to the director under this section unless:
 - (a) the grievance procedure under the Collective Agreement has been exhausted, and
 - (b) the application is made within forty-five (45) days of the completion of the steps of the grievance procedure preceding a reference to arbitration.
- (3) No difference under a Collective Agreement may be referred to the director under this section if:
 - (a) the difference has been referred to arbitration under the Collective Agreement by the party who wishes to refer it under this section, or
 - (b) the time, if any, stipulated in or permitted under the Collective Agreement for referring the difference to arbitration has expired.
- (4) If a difference is referred to the director within the time periods specified in this section, the director:
 - (a) shall appoint an arbitrator to hear and determine the matter arising out of the difference,
 - (b) shall fix the date on which the hearing by the arbitrator will commence, which date must be within twenty-eight (28) days after the day on which the difference was referred to the director, and
 - (c) may, if a party so requests and the other party agrees, appoint a settlement officer to assist the parties in settling the grievance before the hearing.
- (5) If a settlement officer is appointed under subsection (4), the settlement officer shall, within five (5) days after the appointment or within such further time as the director may allow,
 - (a) inquire into the difference,
 - (b) endeavour to assist the parties in settling the difference, and
 - (c) report to the director on the results of the inquiry and the success of the settlement effort.
- (6) If the parties are unable to settle the difference, the arbitrator appointed under subsection (4) shall proceed to hear and determine the matter arising out of the difference and shall, subject to subsection (7) issue a decision within twenty-one (21) days after the conclusion of the hearing.
- (7) If jointly requested to do so by the parties to the difference, the arbitrator appointed under subsection (4) shall, if possible, issue an oral decision within one (1) day after the conclusion of the hearing and shall issue written reasons within the time specified in subsection (6).
- (8) An arbitrator appointed under subsection (4) has all the power and jurisdiction of an arbitrator appointed under this Code or the Collective Agreement between the parties to the difference.

Board of Arbitration

- (a) Arbitration shall be composed of **one (1)** member and shall be established as follows:

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the **Co-operative** and the Union shall each select a **person** to serve on the Board of Arbitration. In the event of failure of the Union and the **Co-operative** to agree upon a Chairman within the five (5) day period specified, the Minister of Labour of British Columbia shall be immediately requested to name a **person** who shall act as Chairman of the Board of Arbitration.

Within five (5) days of the appointment of the impartial Chairman, the Board of Arbitration shall sit to consider the matter in dispute and shall render a decision within fourteen (14) days after its first session. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the **Co-operative** and the Union.

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

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

The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties. A decision of a majority of the Board of Arbitration shall be deemed to be a decision of the Board.

- (b) In the case of discharge which the Board of Arbitration has determined to have been for an improper cause, the Board shall order the reinstatement of the employee and shall award him or her full or part back pay.
- (c) Either party may, as an alternative to the above procedure, invoke the following:

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement (here insert a name), or a substitute agreed to by the parties, shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference within five (5) days of that date of receipt of the request; and, for those five (5) days from the date, time does not run in respect of the grievance procedure.

It is agreed that the parties shall meet and agree upon the name or names of arbitrators to be inserted in the above. Failing agreement on names within sixty (60) days after the date of ratification, this subsection shall be null and void.

SECTION 20 – Miscellaneous

- (a) Maintenance of Adequate Heating Facilities: The **Co-operative** agrees to maintain adequate heating facilities in each store. Furthermore, the **Co-operative** shall follow the guidelines for temperature control, including absolute minimum and maximum temperatures as required by the government and/or W.C.B. regulations. Any grievance not resolved, after being reduced in writing, pursuant to Section 18 (a) of this Agreement, will be referred to the W.C.B. or other government agency for final determination. Neither party shall refer any such grievance to arbitration.
- (b) Union Decal: The **Co-operative** agrees to display the official Union decal of the United Food & Commercial Workers International Union in a location where it can be seen by customers.
- (c) Wearing Apparel: The **Co-operative** shall furnish a smock or apron to each employee and shall pay for the laundering of same in compliance with Order #3 of the Minimum Wage Act.
- Special clothing, such as rain capes and parkas, are to be supplied by the **Co-operative** where required. Members shall be permitted to wear sweaters, providing they are acceptable to the **Co-operative**.
- (d) Tools and Equipment: All tools and equipment which are required to be used by the employees shall be supplied and kept in repair by the **Co-operative** at no cost to the employee. These items must be kept on the premises.
- (e) Charitable Donations: Employee donations to charity funds shall be on a strictly voluntary basis.
- (f) Time Off to Vote: The **Co-operative** agrees that he will fully comply with any law requiring that employees be given time off to vote.
- (g) Information: Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the **Co-operative** agrees to cooperate to supply such information back to a period of two (2) years or such longer time as may be required to establish his or her proper rate of pay.

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

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

- (h) Intimidation: No employee shall be discharged or discriminated against for any lawful union activity, or for serving on a union committee outside of business hours, or for reporting to the Union the violation of any provision of this Agreement.

If an employee walks off the job and alleges management has deliberately coerced or intimidated him or her into doing so, the matter shall be considered under the grievance procedure and, if such allegations are proved to be true, then the employee shall be

considered not to have resigned. Such grievances must be filed no later than five (5) days after the incident that gave rise to the situation.

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

- (i) Picket Lines: The **Co-operative** agrees that in the event of a legal picket line of another trade union being in existence at any of the **Co-operative's** stores within the Bargaining Unit, the **Co-operative** will in no way require or force members to report to work behind such a picket line. Nor will the **Co-operative** discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at his or her place of work.
- (j) Deemed Time Worked:
 - (1) Paid vacations, sick days, and statutory holidays shall be considered as time worked for all purposes of the Collective Agreement, except dental contributions.
 - (2) Effective October 28, 1986, paid vacations for full-time employees and statutory holidays for all employees shall be considered as time worked for dental and pension plan contributions.
- (k) 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. It is understood that, these bulletin boards are the property of the Union and shall be for their exclusive use.

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

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

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

- (l) Racial, Sexual and/or Personal Harassment: The **Co-operative** recognizes the rights of employees to work in an environment free from racial sexual and/or personal harassment. Where an employee alleges that harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement. Where an allegation of harassment has been received by the **Co-operative**, it will be investigated on a priority basis. The **Co-operative** agrees to ensure that the Company policy on Discrimination/Sexual Harassment be available and accessible to all employees.
- (m) Employee's Personnel File: A copy of formal discipline report to be entered on an employee's file will be given to the employee. The employee will be required to sign management's copy. Such signature will indicate receipt of formal reprimand only. It is understood that any disciplinary record on file at the time of implementing the above will not be invalid because the employee does not have a copy.

Subject to giving the **Co-operative** advance notice, employees shall have access to their personnel file.

Written discipline reports shall be removed from an employee's file after twelve (12) months if there are not any new discipline reports that are the same.

Notwithstanding the foregoing, cases involving violence in the workplace, harassment, bullying, and major safety violations may be used in any disciplinary proceedings without limitation.

- (n) Discrimination: Both the **Co-operative** and the Union endorse the principles outlined under the B C Human Rights Act wherein it is illegal for either the **Co-operative** and/or the Union to discriminate in respect to employment or membership in the Union because of race, creed, colour, nationality, ancestry, or place of origin.
- (o) Discipline Interview: Where an employee attends an interview with management for the purpose of receiving a formal discipline report or for a security interview, the employee shall have the right to a witness of his or her choice. If during any other private corrective interview with management it is determined that there will be a discipline report on the employee's record or the employee feels there is a violation of Section **20 (h)**, 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.

SECTION 21 – Health and Safety Store Committees

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

One (1) member of the Bargaining Unit shall be elected by Bargaining Unit members or shall be appointed by the Union to the Health and Safety Committee.

SECTION 22 – Time Off for Union Business – Store Visits

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

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

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

Up to six (6) months' leave of absence without review and a further six (6) months by mutual agreement.

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

- (1) One (1) employee from each store of the **Co-operative** shall be granted time off.
- (2) Fifty (50) or more employees in the store, two (2) employees shall be granted time off.
- (3) One hundred (100) or more employees in the store, three (3) employees shall be granted time off.

The **Co-operative** will bill the Union and the Union will reimburse the **Co-operative** for wages paid to the employee and dental and pension contributions made on the employee's behalf during such absence. In the case of full-time employees, the Union shall pay an additional ten percent (10%) in lieu of A.T.O. In the case of part-time employees, the Union shall pay an additional seven and one half percent (7 1/2%) in lieu of A.T.O.

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

The interview of an employee by a Union representative shall be permitted after notifying the manager and shall be:

- (1) Carried on in a place designated by management.
- (2) Held whenever possible during the lunch period. However, if this is not practical,
- (3) During regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on company time unless with the approval of management.
- (4) Held at such times as will not interfere with service to the public.

Union Representatives shall be permitted to check employee time records, including work schedules, and in the event of any discrepancies, they shall be presented under Section **18** of this Agreement. It is understood the Union Representative may attempt to resolve problems through the Store Management prior to implementation of Section **18**.

- (c) Shop Steward Recognition: It is recognized that Shop Stewards may be elected or appointed by the Union from time to time and the **Co-operative** will be kept informed by the Union of such appointments or elections. Transfers shall not be used to discriminate against Shop Stewards.

The **Co-operative** agrees to recognize Shop Stewards and Alternate Shop Stewards for the purpose of overseeing the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and grievances to designated management of the store.

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

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice shall be present when a member of the Bargaining Unit:

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

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

The Company agrees to recognize Union Shop Stewards on the following basis:

1. Where there are less than fifty (50) employees in a store, a minimum of one (1) Shop Steward.
2. In stores where there are fifty (50) or more employees in the store, two (2) Shop Stewards and one (1) additional Shop Steward for every fifty (50) employees thereafter.
3. Alternate Shop Stewards will be recognized in the store when the Shop Steward is absent. The Union shall inform the **Co-operative** in writing of the Alternate Shop Stewards.

SECTION 23 – Expiration and Renewal

This Agreement shall be for the period from and including **Date of Ratification (December 6, 2016)**, to and including **October 4, 2020**, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding **October 4, 2020**, or any subsequent anniversary date thereafter to:

- (a) terminate this Agreement, in writing, effective **October 4, 2020**, or any subsequent anniversary thereof,
- (b) require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

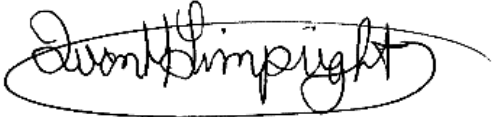
Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted,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

- (1) The Union upon commencement of lawful strike in compliance with the *Labour Relations Code* of British Columbia, or
- (2) The **Co-operative** upon commencement of lawful 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
UFCW LOCAL 1518



Ivan Limpricht, President

FOR THE CO-OPERATIVE
MID-ISLAND CO-OPERATIVE

Ian Anderson, Manager

APPENDIX A – Wage Schedules

Signing Bonus

All Employees employed on the date of ratification (**December 6, 2016**) will receive the sum of **\$1,000.00** in the pay period following the ratification of this Agreement.

Senior Clerk Scale

Accumulated Hours	Current	
	F/T	P/T
0 – 1,040	\$13.37	\$13.37
1,041 – 2080	\$15.05	\$15.27
2,181 – 3,120	\$16.72	\$17.16
3,121 – 4,160	\$18.39	\$19.06
4,161 – 5,200	\$20.06	\$20.95
5,201 – 6,240	\$21.73	\$22.85
6,241 + hours	\$23.38	\$24.75

Accumulated Hours	October 1, 2016 2% increase	
	F/T	P/T
0 – 1,040	\$13.64	\$13.64
1,041 – 2080	\$15.35	\$15.58
2,181 – 3,120	\$17.05	\$17.50
3,121 – 4,160	\$18.76	\$19.44
4,161 – 5,200	\$20.46	\$21.37
5,201 – 6,240	\$22.16	\$23.31
6,241 + hours	\$23.85	\$25.25

Accumulated Hours	October 8, 2017 2% increase	
	F/T	P/T
0 – 1,040	\$13.91	\$13.91
1,041 – 2080	\$15.66	\$15.89
2,181 – 3,120	\$17.39	\$17.85
3,121 – 4,160	\$19.14	\$19.83
4,161 – 5,200	\$20.87	\$21.80
5,201 – 6,240	\$22.60	\$23.78
6,241 + hours	\$24.33	\$25.76

Accumulated Hours	October 7, 2018 2% increase	
	F/T	P/T
0 – 1,040	\$14.19	\$14.19
1,041 – 2080	\$15.97	\$16.21
2,181 – 3,120	\$17.74	\$18.21
3,121 – 4,160	\$19.52	\$20.23
4,161 – 5,200	\$21.29	\$22.24
5,201 – 6,240	\$23.05	\$24.26
6,241 + hours	\$24.82	\$26.28

Accumulated Hours	October 6, 2019 2% increase	
	F/T	P/T
0 – 1,040	\$14.47	\$14.47
1,041 – 2080	\$16.29	\$16.53
2,181 – 3,120	\$18.09	\$18.57
3,121 – 4,160	\$19.91	\$20.63
4,161 – 5,200	\$21.72	\$22.68
5,201 – 6,240	\$23.51	\$24.75
6,241 + hours	\$25.32	\$26.81

Warehouse Person

Accumulated Hours	Current Rate	Effective Oct. 1, 2016 2% Increase	Effective Oct. 8, 2017 2% Increase	Effective Oct. 7, 2018 2% Increase	Effective Oct. 6, 2019 2% Increase
0 – 1,040	\$12.04	\$12.28	\$12.53	\$12.78	\$13.04
1,041 – 2080	\$12.80	\$13.06	\$13.32	\$13.59	\$13.86
2,181 – 4,160	\$13.57	\$13.84	\$14.12	\$14.40	\$14.69
4,161 – 6,240	\$15.10	\$15.40	\$15.71	\$16.02	\$16.34
6,241 – 8,320	\$16.63	\$16.96	\$17.30	\$17.65	\$18.00
8,321 – 10,400	\$18.16	\$18.52	\$18.89	\$19.27	\$19.66
10,401+ hours	\$19.69	\$20.08	\$20.48	\$20.89	\$21.31

Retroactivity

Retroactivity will be paid to employees actively employed as of date of ratification.

APPENDIX B

Job Security (Buyout)

1. The intent of this program is to allow the **Co-operative** to reorganize and restructure the existing workforce and yet to give an opportunity to part-time eligible employees to increase their hours of work in the stores, and protect the existing hours of part-time employees.
2. **Bought Hours:** The bought hours obtained from each full-time employee who applies for and is accepted will produce one thousand six hundred and seventy-six (1,676) hours if A.T.O. was received or one thousand eight hundred and eighty (1,880) hours if A.T.O. was not received by the full-time employee. The part-time hours bought will be determined by averaging the part-time hours per week worked, based on the fifty-two (52) week period ending the month before the effective date of the buyout.

Any hours missed by part-time employees because of (excluding sick leave) L.T.D., W.C.B., maternity, and other verifiable disability leaves will be excluded in order to calculate the average part-time bought hours over fifty-two (52) weeks of all part-time employees.

3. **Eligible Employees:** Eligible employees shall be full-time and part-time employees whose hourly rate of pay on the week before the effective date of the buyout is the rate of pay on the wage scales that is the maximum rate for the classification. Employees must also have had a minimum of five hundred and twenty (520) hours worked or paid during the fifty-two (52) weeks prior to the buyout.
4. **Buyout Limitations:** In addition to the restrictions contained in the eligibility criteria set out above, the buyout will be made available on the following basis:
 - (a) The buyout will be available to employees, by seniority, and said buyout will be limited to a total payout of \$350,000.00. It is anticipated that this will provide for approximately twelve (12) bargaining unit employees who can receive the buyout.
 - (b) It is further agreed that no more than one-third (1/3) of the number of eligible employees in any one classification shall be accepted for buyout system wide.
5. **Timing:**
 - (a) Employees will have thirty (30) days to make application for the buyout from the date of sending or distributing the offer, in writing, from the Co-operative, indicating the amount of their buyout and the average hours used to determine same. The Union shall also receive a printout of said information, by alphabetical order, for verification. The Co-operative will have a maximum of forty-five (45) calendar days to reply to the employee and indicate to them whether or not their application for buyout has been accepted. After the employee's application has been accepted, the employee's termination date shall be no later than thirty (30) days thereafter as determined by the Co-operative. The payout shall be within thirty (30) days of the date of termination.
 - (b) In the event that full use of the buyout is not realized with the first offering, the Co-operative will have the option of offering a second buyout for the remaining

unused amount within two (2) years of the first buyout. The terms and conditions shall be identical to the first buyout, unless otherwise mutually agreed between the parties. The Co-operative shall provide the Union with at least thirty (30) days' notice of its intention to make a second buyout available to employees.

6. Acceptance on Return: Employees who choose to accept the buyout and choose to return to work as a new employee at the start rate of the new scales will have to indicate their choice at the time they request the buyout. Said employee will be eligible for rehire following the date of termination. They will progress on the scale with a new seniority date. Any employee returning shall have a new seniority date but the seniority date shall be prior to any newly hired employee under this program.
7. Payout: The payout available to all eligible employees shall be equal to that particular employee's average hours worked, over the preceding twelve (12) months, as calculated by the "bought hours" provisions herein for an eight (8) month period. The payout will have Income Tax withholding as required by Federal Regulations or the payout can be transferred to an R.R.S.P. subject to Government Regulations, or any other method suggested by the employee and acceptable to the Co-operative.
8. Additional Hours for Part-time Employees: In addition to their regular weekly hours, part-time employees may access the scheduled bought hours. Such bought hours will be at the twelve (12) month/two thousand and eighty hour (2,080) bought hours rate for the classification per hour up to a maximum of forty (40) hours per week when combining their regular hours with their bought hours. Thereafter, bought hours worked will permit the current employees to progress up through the bought hour scale. After one week's notice in writing, said employee shall work the additional bought hours for not less than one calendar month, without changing their selection. Employees are only able to access bought hours in their same classification at their location consistent with the barriers to seniority transfers between stores.

The hours worked in their regular classification must take precedence over bought hours.

It is understood that when a part-time employee obtains bought hours, those bought hours shall not be added to their regular hours for the purpose of obtaining benefits (including A.T.O.) or wage increments that could only have been acquired if they had reached a certain level of hours in their original part-time classification, except for the calculation of pension and dental benefits where applicable. Therefore, a part-time employee, if they have not reached top rate, can accumulate separately and not combined, hours in their regular classification and separate hours in the bought hours scale, separate and independent from each other. This will not involve the creation of permanent full-time jobs.

9. Bought Hours Allocation: Bought hours will only be allocated to the department throughout the Co-operative from which the bought hours were obtained. For all purposes of the Collective Agreement, bought hours shall not be considered hours worked by current employees, except where otherwise stipulated herein.
10. Bought Hours Worked: In the event that current existing employees do not choose to work all available bought hours, the Co-operative may hire new employees, on the provision that they shall not work more than twenty (20) hours per week. These employees have the right to employment only at the position for which they were hired. They cannot transfer to other positions in the bargaining unit, but they may apply for any vacancy or promotion. When they

do not receive bought hours for any twelve (12) consecutive week period, they shall be deemed to be terminated with no right to recall. Bought hours worked by newly hired employees shall be in accordance with the scale below:

<u>0 - 1,040 Hrs.</u>	<u>1,041 - 2,080 Hrs.</u>	<u>2,081 - 3,120 Hrs.</u>	<u>3,121 - 4,160 Hrs.</u>	<u>4,161 - 5,200 Hrs.</u>
\$8.00	\$8.50	\$9.00	\$9.50	\$10.00

After five thousand two hundred (5,200) hours worked, employees shall be placed on the regular scales at the next highest rated increment in the classification.

Employees who work only bought hours shall be entitled to benefits in accordance with the Collective Agreement. No two (2) employees shall have the same seniority date.

11. Current Part-time Employees - No loss of Hours: Current part-time employees will not lose any regular hours normally worked as a result of the implementation of this program. If total hours are reduced within a classification at a store, that classification's bought hours will be proportionately reduced. Any subsequent increase in total hours shall similarly affect the corresponding bought hours up to the original number of hours bought. Any disputes or concerns regarding the relationship between regular hours and bought hours are to be referred to the Joint Committee for resolution.
12. Bought Hours not Scheduled or Used: In the event that it is impractical or impossible to schedule bought hours within the classification from which they were bought, the parties shall meet not later than six (6) months after the date of the buyout to determine the classification into which the bought hours may be allocated and thereafter used or scheduled. It is distinctly understood that these reallocated bought hours shall be at the bought hours rates in the classification into which they have been reallocated.
13. Upon request by the Joint Committee, the Co-operative will supply the Committee with payroll records for existing or capped employees to ensure the terms of the buyout are adhered to in the scheduling of employees.
14. The Co-operative agrees that no management employees outside the bargaining unit will pressure in any way any employees to take the buyout. The buyout is a voluntary decision of each and every employee.
15. The Co-operative and the Union agree that all parties involved in implementing this Appendix shall act in good faith and put forward their best effort to ensure that the goals and opportunities of the program are met.
16. Joint Committee: There shall be a committee comprised of one (1) representative of the Union, one (1) representative from the store location and up to two (2) Managers who shall meet at the store level to discuss the implementation of these provisions and any problems arising therefrom. This four (4) person committee shall be store based, where appropriate, and it is expressly understood that each store will have a committee to deal with and resolve these matters.
17. Expiry Date: The expiry of these provisions for the first phase of the buyout program shall be February 1, 2000, and for the second phase February 1, 2001. At that time, all capped employees, and any returning employees, will be placed upon the seniority list based on their

original date of hire in the classification and be scheduled in accordance with Section 15 (c) of the Collective Agreement.

After the program expires, employees working bought hours will begin receiving their current regular incremental rate for all hours worked. In no case will an employee suffer a decrease in wage rate because of the end of the buyout program. In this instance, an employee will retain their bought hours rate until their next regular hourly increment level is reached. That employee would then move to that next highest increment level.

18. An employee accepting the offer, shall in exchange for the retiring allowance and any other monies due to him or her under the Collective Agreement, resign his or her position with the Co-operative.
19. The Co-operative may hire one or more employees to fill the bought hours. The employees shall be paid in accordance with the wage scale applicable to new employees working bought hours.
20. Should the Co-operative schedule more than the bought hours in any one week then the Co-operative shall have two (2) weeks to remedy the situation as follows:
 - (a) the hours by which the Co-operative exceeded the total bought banked hours by classification, shall be reduced by an equal amount within the following two (2) weeks;
 - (b) in the event a capped employee works in excess of twenty (20) hours in a payroll week then the bought banked hours shall be reduced by an equal amount within the following two (2) weeks;
 - (c) if a violation occurs under (a) and (b) within the same week, then the remedy under (a) shall apply.
21. If the Co-operative does not meet the remedies set out in 20 (a), (b), or (c), above within two (2) weeks of being notified of a violation of this Agreement, then the following penalties shall apply:
 - (a) First violation - \$100.00 Fine
 - (b) Second and Subsequent Violations - \$200.00 Fine

Fines to be paid to William Mercer Ltd., c/o U.F.C.W. Local 1518 and deposited to the Retail Clerks Industry Pension Plan.
22. Any violation of this Agreement to be treated as a grievance and shall, if not resolved, be processed under the arbitration provision of the Collective Agreement.
23. The parties shall agree on the total bought hours for each employee prior to the implementation of the program. The program will not be implemented until the parties reach such an agreement.
24. Capped employees shall be limited to twenty (20) hours maximum and shall be scheduled amongst themselves in accordance with the Collective Agreement.
25. At least six (6) months prior to the expiration of the buyout program, the parties shall meet and agree upon a phase-out of the bought hours.

LETTER OF UNDERSTANDING #1

Re: Board Secretary

Classification: Board Secretary
Reports to: Board of Directors
Core Function: To maintain the records of the Board and the official documents of the Co-operative and to maintain Board communication.

Responsibilities:

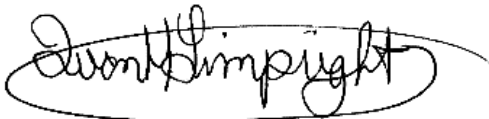
1. To keep accurate and impartial minutes of Board, Executive, Committee and Membership meetings.
2. To provide proper notice and communication of meetings of the **Co-operative**
3. To provide for the official correspondence of the Association.
4. To maintain official records, papers and documents of the Associations.
5. To maintain the historical records of the Association.
6. To prepare and distribute a Board Manual as approved by the Board to each Board member and to ensure all copies are updated.
7. To maintain and update personal record forms for each Director.
8. To maintain and update Director training course records.
9. To ensure proper procedure and co-ordination of Camp Rainbow placements and of Co-op bursaries.
10. To attend and record minutes of VICSCA meetings as required.

SIGNED THIS 20th DAY OF JUNE, 1998.

RENEWED THIS 26th DAY OF SEPTEMBER, 2012.

RENEWED THIS 6th DAY OF DECEMBER, 2016.

**FOR THE UNION
UFCW LOCAL 1518**



Ivan Limpright, President

**FOR THE CO-OPERATIVE
MID-ISLAND CO-OPERATIVE**

Ian Anderson, Manager

LETTER OF UNDERSTANDING #2

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

"It is one of the responsibilities of the store manager to:

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

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

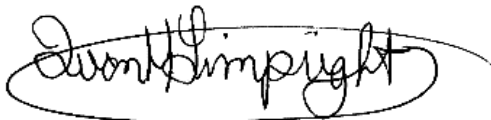
2. Section 19: In the event the parties to the Collective Agreement are unable to arrive at a solution to a grievance under Section 18, a mutually acceptable single arbitrator may be appointed to make a final decision with respect to the disposition of the grievance. If the parties cannot agree to this procedure, then Section 18-19 of the Collective Agreement shall apply.
3. Office employees will be entitled to the Easter Monday statutory holiday.
4. A.T.O. not to apply for New Hires in Non-Food Departments. Accumulated time off provisions of the Collective Agreement shall not apply to any employee in the Non-Food Departments who is hired after the date of ratification.

SIGNED THIS 20th DAY OF JUNE, 1998.

RENEWED THIS 26th DAY OF SEPTEMBER, 2012.

RENEWED AS AMENDED THIS 6th DAY OF DECEMBER, 2016.

FOR THE UNION
UFCW LOCAL 1518



Ivan Limpright, President

FOR THE CO-OPERATIVE
MID-ISLAND CO-OPERATIVE

Ian Anderson, Manager

LETTER OF UNDERSTANDING #3

BETWEEN: MID-ISLAND CONSUMERS SERVICES CO-OPERATIVE

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518

Re: Health and Welfare Plan

The **Co-operative** agrees to review all Health and Welfare benefits presently in effect, to determine if there are cost efficiencies in any aspects of the programs, or if any programs can be upgraded or changed without additional costs to the **Co-operative**. The **Co-operative** agrees to consider the Union Health and Welfare Trust proposals.

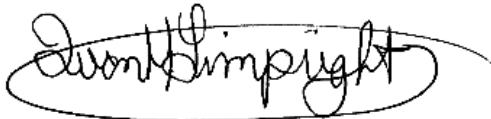
It is agreed that the **Co-operative**, once quotations have been received, will discuss with the Union, prior to making any decisions to change policies, and in any event will meet with the Union on or before September 30, 1998, to discuss the various options available.

SIGNED THIS 20th DAY OF JUNE, 1998.

RENEWED THIS 26th DAY OF SEPTEMBER, 2012.

RENEWED THIS 6th DAY OF DECEMBER, 2016.

**FOR THE UNION
UFCW LOCAL 1518**



Ivan Limpright, President

**FOR THE CO-OPERATIVE
MID-ISLAND CO-OPERATIVE**

Ian Anderson, Manager

LETTER OF UNDERSTANDING #4

**BETWEEN: MID ISLAND CONSUMER SERVICES CO-OPERATIVE
(the "Co-operative")**

**AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518
(the "Union")**

Re: Utilization of E.I. Savings

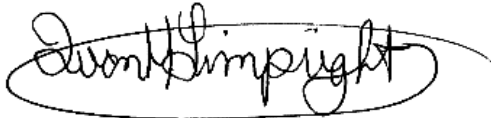
The parties agree that any savings realized by the E.I. reduction program will accrue to the **Co-operative** to be applied as an offset against the total cost of providing the health and welfare benefit plans.

SIGNED THIS 20th DAY OF JUNE, 1998.

RENEWED THIS 26th DAY OF SEPTEMBER, 2012.

RENEWED THIS 6th DAY OF DECEMBER, 2016.

**FOR THE UNION
UFCW LOCAL 1518**



Ivan Limpricht, President

**FOR THE CO-OPERATIVE
MID-ISLAND CO-OPERATIVE**

Ian Anderson, Manager

LETTER OF UNDERSTANDING #5

Re: Administrative Structure

Regardless of Section 1 Bargaining Agency language in the Collective Agreement, the current administration structure will remain in place for the length of the Collective Agreement as follows:

General Manager (1); Controller (1); Petroleum Division Operator (1); Credit Manager (1); Board Secretary (1); Maintenance Manager (1); Community Relations Officer (1); Convenience Store Marketing Director (1); **Asset Protection/OH&S Manager.**

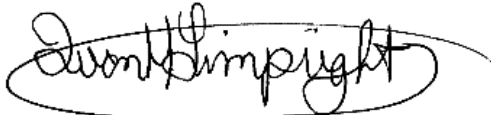
Further, the **Co-operative** will not fill the positions detailed in Section 1 of the Collective Agreement, that today are not filled, for the remainder of the term of the new Collective Agreement.

SIGNED THIS 14th DAY OF NOVEMBER, 2006.

RENEWED THIS 26th DAY OF SEPTEMBER, 2012.

RENEWED AS AMENDED THIS 6th DAY OF DECEMBER, 2016.

FOR THE UNION
UFCW LOCAL 1518



Ivan Limpright, President

FOR THE CO-OPERATIVE
MID-ISLAND CO-OPERATIVE

Ian Anderson, Manager

LETTER OF UNDERSTANDING #6

Re: Office Staff

The parties agree to the following:

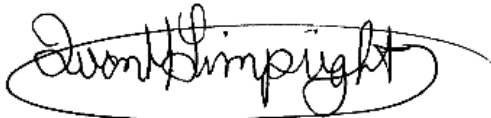
- (a) The area of the Collective Agreement that refers to Accumulated Time Off (ATO) will be frozen for the length of the Collective Agreement. All employees in the office will move to the part-time rate of pay as found in this Letter of Understanding, Sunday After Ratification (SAR).
- (b) At the Office employee's request, he or she may take less than one week's vacation, in increments of one (1) day.

SIGNED THIS 14th DAY OF NOVEMBER, 2006.

RENEWED AS AMENDED THIS 26th DAY OF SEPTEMBER, 2012.

RENEWED AS AMENDED THIS 6th DAY OF DECEMBER, 2016.

**FOR THE UNION
UFCW LOCAL 1518**



Ivan Limpricht, President

**FOR THE CO-OPERATIVE
MID-ISLAND CO-OPERATIVE**

Ian Anderson, Manager

LETTER OF UNDERSTANDING #7

Re: Store Opening or Re-opening

The parties agree that should the **Co-operative** open or re-open a store or stores before the expiry of this Collective Agreement, the Union and the **Co-operative** will meet to negotiate rates of pay for any classifications, new or existing, for these new location(s).

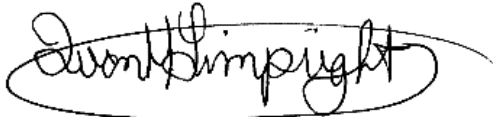
As well, the parties agree to negotiate any changes to the existing Bargaining Agency language as found in Section 1 of this Collective Agreement.

SIGNED THIS 14th DAY OF NOVEMBER, 2006.

RENEWED THIS 26th DAY OF SEPTEMBER, 2012.

RENEWED THIS 6th DAY OF DECEMBER, 2016.

**FOR THE UNION
UFCW LOCAL 1518**



Ivan Limpricht, President

**FOR THE CO-OPERATIVE
MID-ISLAND CO-OPERATIVE**

Ian Anderson, Manager

MEMORANDUM OF AGREEMENT

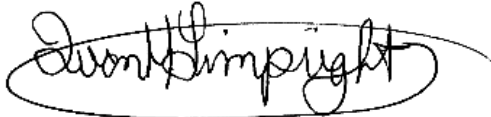
Education Fund

The **Co-operative** agrees to contribute one cent (1¢) per hour for every hour worked by members of the UFCW Local 1518 Bargaining Unit, based on dental plan hours, to the United Food and Commercial Workers, Local 1518, Health, Safety and Education Training Fund, effective January 1, 1990.

SIGNED THIS 23RD DAY OF NOVEMBER, 1995.

RENEWED THIS 6th DAY OF DECEMBER, 2016.

**FOR THE UNION
UFCW LOCAL 1518**



Ivan Limpricht, President

**FOR THE CO-OPERATIVE
MID-ISLAND CO-OPERATIVE**

Ian Anderson, Manager

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