

*The strength of our membership is reflected in the power of collective bargaining. This collective agreement is a critical tool to defend members' rights and advocate for their interests at work. But to do this, stewards and members need to enforce the collective agreement and ensure the employer upholds their legal obligations contained within it. As your union, UFCW 1518 will support members in our mutual fight for fairness and improving the lives of all working people.*



A handwritten signature in black ink, consisting of stylized, overlapping loops and a long horizontal stroke extending to the right.

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**Kim Novak**  
President



A handwritten signature in black ink, written in a cursive style that clearly reads 'Patrick Johnson'.

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**Patrick Johnson**  
Secretary-Treasurer

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## **ARTICLE 1**

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1.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the MEC retail and event operations at 111 East 2nd Avenue, Vancouver, and MEC retail employees at 450 Government Street, Victoria, except Senior Staff Team, and those excluded by the Code, with respect to rates of pay, wages and all other conditions of employment set out in this agreement.

## **ARTICLE 2**

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2.01 Employees within the scope of the bargaining unit will be required to join the Union.

2.02 The Employer agrees to provide the Union in writing with the name and address of each employee in the bargaining unit along with the employee's date of hire. The Employer will require new employees to sign a dues check-off form and Union membership application. The Employer further agrees to provide the Union once a quarter with a list containing names of all employees who have terminated their employment during the preceding three months.

## **ARTICLE 3**

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3.01 The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, Union dues as are authorized by regular and proper vote of the membership of the Union. The Union will supply an appropriate form to the Employer so new employees, at the time of hire, will authorize Union dues

deductions. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four-week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four-week period of each employee for whom the deductions were made. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

## **ARTICLE 4**

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4.01 All bargaining unit work shall be performed by members of the bargaining unit with the following exceptions. While the primary responsibilities of individuals excluded from the bargaining unit is managerial in nature, it is recognized that they may perform the duties of bargaining unit employees. Head office or other MEC senior staff or third party representatives may perform bargaining unit work in the store from time to time. If the work by third parties will result in loss of work for any full or part time employees resulting in hours below the commitment for that position or the termination of casual employees, MEC will meet with the Union to discuss minimizing impact on employees.

## SECTION 5

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5.01 Sunday shall be considered the first day of work for the basic workweek.

5.02 A weekly work schedule will be posted on or before Tuesday for the workweek beginning Sunday, three (3) weeks in advance. The Employer is required to advise individual employees of the changes to the work schedule after it has been posted, except for circumstances outside of the Employer's control.

Daily hours of work shall be consecutive with the exception of breaks.

5.03 Statutory Holidays: The following days shall be considered statutory holidays:

New Year's Day	Good Friday	Victoria Day
Canada Day	B.C. Day	Labour Day
Thanksgiving Day	Remembrance Day	Christmas Day
Family Day		

and all other public holidays proclaimed by Federal, Provincial or Municipal governments.

Employees required to work on one of the above listed statutory holidays shall be compensated at the rate of 1.5x their regularly hourly rate. In addition, as long as MEC continues to pay Boxing Day at a premium rate, that will be applied in the Vancouver and Victoria stores.

- 5.04 Breaks: The parties agree that the present practice as it relates to breaks will continue.
- 5.05 Hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of time and one-half (1½) the regular rate.
- 5.06 Interval Between Shifts: There shall be an interval of not less than ten (10) hours between shifts for all employees unless mutually agreed, with the exception of inventory counts.
- 5.07 An employee who is called to work and upon reporting finds that his or her services are not required shall receive two (2) hours pay. When approved by management, if an employee attends a product knowledge workshop, mandatory staff meeting or training or other special assignments outside of the regular scheduled shifts, he/she shall be paid a minimum of two (2) hours.
- 5.08 Recording Hours of Work: The Employer shall provide an electronic time recording process to enable employees to record their hours of work for payroll purposes. Employees shall record their own time at the time they start and finish work through the time recording system.

## **ARTICLE 6**

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- 6.01 Following ratification, the Employer will apply its hourly starting wage exception for new employees with applicable work experience. The Union retains the right to grieve the application of the hourly starting wage exception. In addition, the policy will be applied to employees hired after October 1, 2017.

6.02 Full-Time (FT) Staff will be scheduled 40 hours per week and paid 37.5 hours per week with set days off (including one weekend day, if desired) and full availability on other days to support the needs of the business.

Part-Time (PT) Staff will be scheduled a minimum of 15 hours per week with a minimum of 21 hours availability per week, as a minimum, including (i) 1 evening until close, 1 weekend day (full availability), and 1 other shift between Thursday to Sunday or (ii) open to close availability Saturday and Sunday with the understanding of work both days and no weekday availability is required.

Casual (CAS) and Contract Staff have full availability Saturday and Sunday, with the understanding that the Employer would only schedule a casual employee one weekend day per week unless the CAS employee would like to work both weekend days or full availability Saturday or Sunday and one evening shift per week (until store close).

6.03 During the first three (3) calendar months of employment, each new employee shall be on probation and will have their performance evaluated by their supervisor within their first two (2) months of employment. The parties agree that probationary employees may have their employment terminated on the standard of suitability.

6.04 When a full or part time status position is vacated, within three (3) months, management shall update the employees on its decision to replace the vacancy. It is further understood that vacancy of status positions will be a standing agenda item at joint labour management meetings.

The Union reserves the right to grieve the application of the status change policy.

## **ARTICLE 7**

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- 7.01 The Employer agrees it will meet with the Union and discuss the introduction of a graveyard shift prior to its implementation. The purpose of this discussion will be to lessen the impact on the employees.
- 7.02 Employees shall not be required to work in excess of five (5) consecutive days unless mutually agreed upon.
- 7.03 The Parties recognize that availability of shifts is driven by store performance. For part-time and casual employees, access to an increased opportunity for shifts will grow with greater personal availability and higher levels of cross training in areas across the store. MEC commits to providing equitable access to cross training opportunities. When employees are equally cross trained and equally available, length of service will be considered to ensure increased opportunity for shifts.

## **ARTICLE 8**

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- 8.01 Casual, part-time and full-time employees begin accumulating vacation hours on their date of hire. Hourly employee's vacation pay accrual will be based on a percentage of earnings.

<b>Length of Employment</b>	<b>Vacation Entitlement</b>	<b>Vacation Pay (% of total earnings)</b>
Year 1 (subject to successful completion of probation)	2 weeks	4%
After 1 year from date of hire	3 weeks	6%
After 5 years from date of hire	4 weeks	8%
After 10 years from date of hire	5 weeks	10%
After 15 years from date of hire	6 weeks	12%

- 8.02 If multiple employees request vacation on same dates and the store needs cannot accommodate all requests, the senior employee shall be granted vacation subject to management approval, which will include considerations such as the reason for the request and prior year's vacation time.
- 8.03 Subject to store needs, vacation may be taken in single-day allotments.
- 8.04 Requests to book vacation in a continuous block will not be unreasonably denied.
- 8.05 Employees are expected to use their entire vacation entitlement in each calendar year and managers will be entitled to schedule unused vacation subject to advance notice given to an employee. Subject to approval by

management, unused vacation entitlement may be carried over for one calendar year, following which it will be paid out if not used.

## **ARTICLE 9**

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9.01 MEC's current health and welfare plan, as amended from time to time, will continue to be applied in the Vancouver and Victoria stores. Any future amendments will not result in a reduction of benefits, and will be discussed with the Union before implementation.

## **ARTICLE 10**

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10.01 The parties agree that MEC's current leave of absence policies will be maintained. In the event a component of a MEC leave policy superior to Employment Standards is changing, the Employer will provide a minimum of three months' notice of the change or delay implementation for three months (or shorter period by agreement) to allow for a discussion between the Union and the Employer. The Union retains the right to grieve changes to the leave of absence policies.

## **ARTICLE 11**

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11.01 Seniority is defined as number of paid hours including statutory leaves, disability leave, and WCB leave from the most recent hire at MEC. Seniority lists of all employees shall be forwarded to the Union office twice per year. The Employer agrees to forward an annual list of all bargaining unit employees' names and addresses to the

Union office in addition to seniority lists with hourly rate of pay upon request up to twice per year.

Seniority will be lost if an employee:

- Voluntarily leaves the employ of the Employer; or
- Is discharged; or
- Is absent without approved leave for a period of more than three (3) working days; or
- Fails to report to work within five (5) working days of being recalled from a layoff.

11.02 The Employer agrees to give full and part time employees one (1) weeks' notice in writing prior to layoff. Such notice shall not be required in cases of layoffs due to fire, flood or other cases of force majeure.

## **ARTICLE 12**

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12.01 The Union recognizes and agrees that except as specifically modified by this Agreement, all of the rights which the Employer has are retained solely and exclusively by the Employer, including but not limited to the exclusive right to, manage the business and direct the work force, organize the work, hire, discipline, promote, demote, discharge, and suspend for just and reasonable cause.

## **ARTICLE 13**

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13.01 Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms

and provisions of this Agreement shall be considered a grievance.

- 13.02 Grievances shall be submitted by the Union and the Employer within 30 days of the event giving rise to the grievance and must 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 Employer representative or representatives shall meet and in good faith shall earnestly endeavor to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 17 of this Agreement.
- 13.03 Grievances involving the dismissal or layoff of an employee must be submitted to the Employer within ten (10) working days from the date of dismissal.
- 13.04 Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union.

## **ARTICLE 14**

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- 14.01 The Board of Arbitration shall be composed of a mutually agreeable single arbitrator.
- 14.02 Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue.

- 14.03 In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator 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.
- 14.04 The findings and decision of the Arbitrator shall be binding and enforceable on the parties.

## **ARTICLE 15**

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- 15.01 The Employer agrees to display a Union decal in a format consistent with MEC's design criteria at one of the staff entrance doors to the new store.
- 15.02 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 Employer at no cost to the employee.
- 15.03 A copy of formal discipline report to be entered on an employee's file will be given to the employee. An employee's signature on discipline indicates receipt of the discipline and not agreement with it. Subject to giving the Employer advance notice of at least three (3) days, employees shall have access to their personnel file.
- 15.04 The Employer and the Union recognize the rights of employees to work in an environment free from harassment, including sexual harassment, and discrimination, as defined by the BC Human Rights Code.

Where the Employer has received an allegation of harassment or discrimination, it will be investigated by the

Employer per MEC policy. If the Union receives an allegation, it shall immediately advise the Employer.

A summary of the investigation report will be provided to the Union upon request with the consent of the employees involved.

15.05 The Employer will provide a dedicated bulletin board for the exclusive use of the Union. Shop stewards or Union representatives shall be the only authorized people to post material. In the event management has concerns related to content on the bulletin board, the material will be removed and the parties shall have a good faith discussion related to the concerns.

15.06 The parties agree that MEC utilizes a progressive discipline policy which will be applied in the store, as amended from time to time. The Union retains the right to grieve the application of the progressive discipline policy.

## **ARTICLE 16**

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16.01 The Employer agrees to maintain a Health and Safety Committee. The Committee shall function in accordance with the Workers' Compensation Board Health and Safety Regulations.

A 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.

16.02 The Employer, the Union and each employee have a shared responsibility for ensuring that safe conditions prevail within

the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.

This will include, but is not limited to the Employer providing the Union with the details of the Employer's Health & Safety Program. The Union will be provided with applicable incident reports and recommendations flowing from any incident upon request with the consent of the employees involved.

All safety clothing and protective equipment required by the Employer or by WCB shall be provided for and maintained by the Employer.

## **ARTICLE 17**

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17.01 Subject to the needs of the business, the Employer agrees that employees chosen to attend Union conventions, conferences, seminars or Union negotiations shall be given time off up to seven (7) days according to the following formula:

(a) Not more than five (5) employees.

The Union shall notify the Employer at least four (4) weeks in advance of the commencement of all such leaves of absence.

17.02 Upon at least five (5) weeks' notice and subject to the needs of the business, the Employer shall grant a leave of absence, for purposes of Union business, to three (3) employees on the following basis:

(a) Up to six (6) months' leave of absence. Any further time would be subject to mutual agreement.

17.03 The Employer will bill the Union and the Union will reimburse the Employer for wages and benefits paid to an employee during a leave of absence under Article 21.01, not to exceed seven (7) days.

17.04 Duly authorized representatives of the Union shall be entitled to visit the store with a minimum two (2) hours' notice to the store manager or his/her designate. The manager may require the Union representative to reschedule the visit due to store needs. Store visits will not be unreasonably rescheduled.

17.05 It is recognized that shop stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or elections and the Employer agrees to recognize Shop Stewards and alternate Shop Stewards.

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice shall be made aware of the meeting and be present if the employee requests it when that 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.

17.06 It is agreed that Joint Labour Management meetings will be held on a regular basis, at least once per quarter, involving

an equal number of management and employee representatives to a maximum of three (3) people. The purpose of these meetings is to promote a harmonious relationship between management and employees, and the expectation is for a good faith discussion related to issues in the workplace.

## **ARTICLE 18**

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18.01 If MEC introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of bargaining unit employees, MEC will give 60 days' notice before the date on which the measure, policy, practice or change is to be effected, and offer to meet in good faith, and endeavour to develop an adjustment plan, which may include any provisions respecting any of the following:

- (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
- (ii) human resource planning and employee counselling and retraining;
- (iii) notice of termination;
- (iv) severance pay;
- (v) a bipartite process for overseeing the implementation of the adjustment plan.

## **ARTICLE 19**

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19.01 This Agreement shall be for the period from and including **January 6, 2020** to and including **June 1, 2021** and from year to year thereafter, subject to the right of either Party to the Agreement, within four (4) months immediately preceding **June 1, 2021** or any subsequent anniversary date thereafter to:

- (a) Terminate this Agreement, in writing, effective **June 1, 2021** 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:

- (i) The Union gives notice of strike in compliance with the Labour Relations Code of British Columbia, or
- (ii) The Employer gives notice of lockout in compliance with the Labour Relations Code of British Columbia.

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

## ARTICLE 20

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### 20.01 Wage Rates

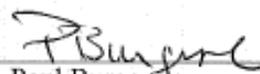
<b>Step</b>	<b>Elapsed Hours</b>	<b>Hourly Spread</b>	<b>Specialist/ Advisor</b>	<b>January 6, 2020</b>	<b>June 1, 2020</b>
<b>1</b>	0 to 499	500	Advisor	\$15.00	\$15.20
<b>2</b>	500 to 999	500	Advisor	\$15.25	\$15.45
<b>3</b>	1000 to 1499	500	Advisor	\$15.50	\$15.70
<b>4</b>	1500 to 1999	500	Advisor	\$15.75	\$15.95
<b>5</b>	2000 to 2499	500	Advisor	\$16.00	\$16.20
<b>6</b>	2500 to 3499	1000	Advisor	\$16.25	\$16.45
<b>7</b>	3500 to 4499	1000	Advisor	\$16.50	\$16.70
<b>8</b>	4500 to 5499	1000	Specialist	\$16.75	\$16.95
<b>9</b>	5500 to 6499	1000	Specialist	\$17.25	\$17.45
<b>10</b>	6500 to 8499	2000	Specialist	\$17.75	\$17.95
<b>11</b>	8500 to 10499	2000	Specialist	\$18.25	\$18.45
<b>12</b>	10500 to 12499	2000	Specialist	\$18.75	\$18.95
<b>13</b>	12500 to 14499	2000	Specialist	\$19.25	\$19.45
<b>14</b>	14500 to 16499	2000	Specialist	\$19.75	\$19.95

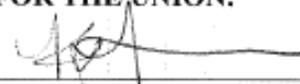
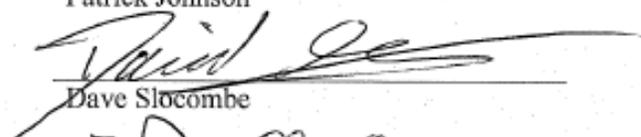
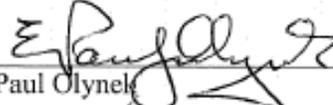
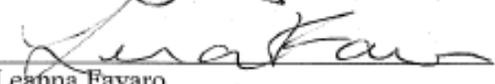
Step	Elapsed Hours	Hourly Spread	Specialist/ Advisor	January 6, 2020	June 1, 2020
15	16500 and over	-	Specialist	\$20.25	\$20.45

25.02 All current Vancouver employees will receive a lump sum payment of \$0.50 for all hours worked between August 4, 2019 and January 5, 2020.

25.03 All Vancouver casual, part-time and full-time employees employed at January 6, 2020 and still employed when the new Vancouver store opens shall receive a lump sum payment within two pay periods of the Vancouver store opening. Full-time employees shall receive \$500.00; and casual and part-time employees currently working an average of 30 hours per week shall receive \$400.00.

Effective the 6th day of January 2020.

**FOR MEC:**  
  
 \_\_\_\_\_  
 Glenda Rowley  
  
 \_\_\_\_\_  
 Paul Burgoyne

**FOR THE UNION:**  
  
 \_\_\_\_\_  
 Kim Novak  
  
 \_\_\_\_\_  
 Patrick Johnson  
  
 \_\_\_\_\_  
 Dave Slocombe  
  
 \_\_\_\_\_  
 Paul Olynek  
  
 \_\_\_\_\_  
 Leanna Favaro  
  
 \_\_\_\_\_  
 Keats Morton  
  
 \_\_\_\_\_  
 Rory Lambert



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Laura Van Yperen



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Joe Scalzo



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Lily Maase

## **LETTER OF UNDERSTANDING #1**

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Between: Mountain Equipment Co-op (MEC) (Vancouver and Victoria Stores)

And: United Food and Commercial Workers, Local 1518

### **Start-Up Agreement**

All employee wages and benefits will not be negatively impacted per any items agreed to in collective bargaining.

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