

COLLECTIVE AGREEMENT

BETWEEN

UCLUELET CONSUMERS COOPERATIVE ASSOCIATION

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518

Duration: August 31, 2019 – August 30, 2023

Ratified by Membership Vote: November 27, 2020



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MEMORANDUM OF AGREEMENT made this 13th day of November, 2020.

BY AND BETWEEN: **UCLUELET CONSUMERS CO-OPERATIVE ASSOCIATION**, a body corporate carrying on business in the Village of Ucluelet, Province of British Columbia.

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

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

(hereinafter referred to as the "UNION")

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

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

Section 1 - BARGAINING AGENCY

The Co-operative recognizes the Union as the sole and exclusive collective bargaining agency for all employees in the present and future retail establishments owned and/or operated by the Co-operative in Ucluelet, B.C., with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement, except General Manager, Grocery Manager, one (1) Office **Manager** and Non-Foods Manager, **Asset Protection Manager**, and one (1) **Maintenance Person**.

Section 2 - UNION SHOP

- (a) The Co-operative agrees to retain in **their** employ, within the bargaining unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Co-operative shall be free to hire new employees who are not members of the Union, provided said non-members whether part or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- (b) The Co-operative agrees to provide the Union in writing with the name and address of each employee along with the employee's date of hire. The Co-operative further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.
- (c) The Union agrees that employees should obtain membership in the Co-operative and maintain active membership.

Section 3 - DEDUCTION OF UNION DUES

The Co-operative agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Co-operative further agrees to automatically deduct union dues from

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

Section 4 - CLERKS WORK CLAUSE

Subject to exclusions in Section 1 of this Agreement, all work in the handling and selling of merchandise in the retail stores of the Co-operative shall be performed only by employees of the Co-operative who are in the bargaining unit and who are members of the United Food and Commercial Workers Union, Local 1518, with the following exceptions:

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

The term "Salespersons" handling bakery specialties products is meant to be similar in concept to the term "Rack Jobber".

- (d) Demonstrators.
- (e) Special Personnel assisting prior to the store opening and during major store remodelling.
- (f) Salespersons employed in the building of special displays. Special Promotions other than shelf or end displays may be built, designed and decorated by salespersons, provided that initial stocking and replenishing of merchandise shall be performed by employees of the Co-operative.

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

- (g) Truck Drivers as per Letter of Understanding #1.
- (h) Employees of independent inventory firms who count the stock of the Co-operative as required.

When there is a violation of the clerks work clause in any one store, the following penalties shall apply:

1. First violation - a written warning from the Union will be given to the Co-operative.
2. Second violation within the twelve (12) month period following written notice as per point #1 - a two hundred dollar (\$200.00) fine.
3. Third and subsequent violations within the twelve (12) month period - a three hundred dollar (\$300.00) fine for each violation.

Where no violation occurs for a period of twelve (12) months following a written warning or from the date of the last fine, the Co-operative shall be entitled to another written warning from the Union.

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

Section 5 - BASIC WORKWEEK - STATUTORY HOLIDAYS

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

- (a) The basic workweek for full-time employees shall be forty (40) hours, consisting of five (5) eight (8) hour days **or, as determined by the Co-operative, consisting of any four (4) ten (10) hour days. With agreement from an employee, a four (4) ten (10) hour shift may be scheduled.** This is not to be construed as a guarantee of hours.

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).

Full-time employees shall not suffer a reduction in the workweek by reason of the Co-operative voluntarily reducing the hours that the store is open to the public to less than nine (9) hours per day.

- (b) Statutory Holidays: The following days shall be considered statutory holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all other public holidays proclaimed by the Dominion, Provincial or Municipal Governments, provided that all other major retail grocery stores close on any such holiday proclaimed. 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 worked in four (4) weeks preceding week in which holiday occurs:

- Sixteen (16) but less than twenty (20)
 - Four (4) hours pay for each holiday
- Twenty (20) but less than thirty-two (32)
 - Six (6) hours pay for each holiday
- Thirty-two (32) hours or more
 - Eight (8) hours pay for each holiday

For purposes of determining statutory holiday pay entitlement for full-time employees, all paid time off and hours absent due to sickness or accident, not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident, shall be counted as hours worked if the full-time employee would have been scheduled to work such hours they were absent.

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

All work performed on a statutory holiday shall be paid for at the rate of time and one half (1 1/2) the employee's rate of pay and, where so entitled, the employee shall also receive pay for the statutory holiday.

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

Time worked in excess of forty (40) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one half (1 1/2).

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

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

Full- and Part-Time Employees: The Co-operative shall post the weekly work schedule for all employees not later than Monday 6:00 p.m. for the following workweek. 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.

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

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

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

Express Checkouts: Express checkout duties will be rotated so that no Clerk Cashier will be required to serve more than four (4) hours per day in such duties. A premium of time and one half (1 1/2) shall be paid for all hours over four (4) hours per day spent in the express checkout. Employee to notify management when the four (4) hours are completed. Employee may finish order in progress without penalty applying.

- (d) Meal Periods: Meal periods shall be one (1) hour unless a lesser time is mutually agreed upon. 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 a **shift equal to, or greater than, eight (8) hours**, shall have a meal period to commence not earlier than three (3) hours or later than five (5) hours after commencement of the shift; however, when such employees commence their shift between 12:00 noon and 1:30 p.m., their meal period shall not be scheduled prior to 4:30 p.m. Part-time employees working over five (5) hours but less than eight (8) hours shall be entitled to a thirty (30) minute meal period.

Clerk Cashiers have the option of taking a fifteen (15) minute unpaid rest period either with or separate from an existing fifteen (15) minute paid rest period. This may be taken in lieu of the thirty (30) minute unpaid meal period. The employees will notify management of their option to ensure efficient scheduling.

- (e) Rest Periods: All employees shall have two (2) fifteen (15) minute rest periods in each work period of six (6) hours or more, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of four (4) hours but less than six (6) hours shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or the end of a meal period. Rest periods shall not begin less than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

Clerk Cashiers working more than a four (4) hour shift but not more than a six (6) hour shift shall have the right to a fifteen (15) minute unpaid rest period either with or separate from the existing fifteen (15) minute paid rest period. The employees will notify management of their option to ensure efficient scheduling.

Times for Clerk Cashiers' rest periods shall be set out by the Co-operative on a sheet which shall be available for Clerk Cashiers to review prior to the commencement of their shifts. Such times can be altered by Management (within the confines of Section 5 (e)) should the need arise.

The Co-operative will schedule rest breaks for Clerk Cashiers on the checkstand so that no Clerk Cashier shall be scheduled to work more than three (3) consecutive hours. The parties recognize that rest periods may be delayed due to unexpected business fluctuations.

(f) Time Clocks/Time Cards: The Co-operative shall provide each store with a time clock/time cards in order to enable employees to record their time 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. 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 **to** 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.

(g) Overtime Pay: All time worked in excess of the basic workweek, as defined in paragraphs (a) and (b), or the regular working day scheduled by the Co-operative, shall be paid at the rate of time and one half (1 1/2) the **basic** rate. Compensating time off shall not be given in lieu of overtime pay. A part-time employee working on more than five (5) days in one (1) week shall be paid at the rate of time and one half (1 1/2) for work performed on the sixth (6th) day. Time worked after 6:30 p.m. on Christmas Eve and New Year's Eve shall be paid for at double time.

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

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

When required to work overtime, an employee may decline if 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.

Overtime - Rest Period - Lunch Money: If an employee is required to work more than one (1) hour but not more than two (2) hours overtime, he or she will be given a fifteen (15) minute paid rest period.

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

This provision applies to overtime in excess of an eight (8) hour day, **where the employee works five (5) eight (8) hours days, or a ten (10) hour day, where the employee works four (4) ten (10) hour days.**

It is understood that all overtime of less than four (4) hours shall be continuous with the end of the shift, with the exception of a meal period where one is given as defined above.

- (h) Sunday Work: For 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. Full-time employees will not be paid less than eight (8) hours if required to work on Sunday. Sunday work shall be considered as "available hours" as set out in Section 15(d), and shall be offered according to seniority.
- (i) Shift Differential (Night Premium): All employees who are required to work between the hours of 11:00 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 (50 cents for each full half hour worked) in addition to their regular hourly rate. Premium pay for night work shall not be added to an employee's rate of pay for the purpose of computing overtime pay.
- (j) Shift Interval: There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed a ten (10) hour interval between shifts shall be paid at the rate of time and one half (1 1/2) for time worked prior to the expiry of the ten (10) hour interval.
- (k) Consecutive Day Limit: All employees will not be required to work in excess of six (6) consecutive days. Full-time employees will also not be required to work two (2) consecutive Saturday/Sunday shifts. Seventh (7th) and subsequent consecutive days of work shall be paid at overtime rates.
- (l) Night Stocking: Where two (2) or more employees are working on a night shift in a store where regular or systematic night stocking is in effect and there is not a premium rate clerk, assistant manager or management personnel in charge, the person in charge shall not be compensated at less than the Lead Hand rate which shall be one dollar (\$1.00) per hour over the employee's regular rate.

The following rules shall apply to night stocking:

- (1) Only three (3) night stocking shifts per employee will be scheduled in any week.
- (2) 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.

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

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

Section 6 - CLASSIFICATION OF EMPLOYEES

- (a) General Clerks: To perform any duties assigned in the store, except as provided herein (a).

Shall not be reduced in classification when assigned to duties listed under other categories.

The Co-operative agrees not to assign General Clerks to perform checkstand duties but both parties recognize that General Clerks may be required to perform these functions in the following circumstances:

- For relief for meal or rest periods.
- Unscheduled absences of staff.
- Due to business emergencies.

Business emergencies are defined as an unexpected increase in customer business. This exception cannot be justified where it is used on a regular basis.

The Co-operative agrees not to make changes in the assignment of General Clerk duties that will have a significant negative effect on the number of hours worked by Clerk Cashiers.

If the Union feels that changes have taken place contrary to the above, the Union and the Co-operative shall meet to discuss the problem.

(b) Clerk Cashiers: Duties restricted to following:

1. Checkstand duties.
2. Price changes, but not to include case lots, floor displays or end displays.
3. Office work.
4. Stocking in the checkstand area.
5. Cleaning and housekeeping duties relating to checkstand, snack bar or bakery counter.
6. Snack bar duties.
7. Bakery counter duties.
8. Bulk foods (but not to include stocking).
9. Meat wrapping duties.
10. The removal of empty boxes and cardboard from shelves.
11. Facing of shelves and displays as required.

The Co-operative agrees that the assignment of Clerk Cashier duties will not have a significant impact on the number of hours worked by General Clerks.

- (c) Non-Food Clerks: All duties assigned in the Hardware and Dry Goods Departments. By mutual agreement, Non-Food Clerks may assist in the Food Department and perform the duties of a Service Clerk, as dictated by the daily business fluctuations. It is agreed that Non-Food Clerks will not be scheduled to work in the Food Department.
- (d) Meat Cutter: All duties related to meat cutting.
- (e) Senior Clerk: In addition to (a) above, will have three (3) years experience, and will have passed the core courses in the Staff Development Certificate Program.
- (f) Bakery General Clerk: To perform any duties assigned in the bakery.
- (g) Deli General Clerk: To perform any duties assigned in the deli.
- (h) Working Hours: All employees that are not maximized in their home department may, by mutual agreement, be scheduled available hours by seniority in other departments. The Co-operative and union agree to schedule eight (8) hours consecutively wherever possible. This will not be seen as a guarantee of full time or any number of hours per week.

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 found in the appendix of this agreement 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) An employee relieving a Department Manager who is absent for five (5) or more full shifts (8 **(eight)** or **10 (ten)** hours) shall be paid for such relief work for all time so employed at the Senior Clerk rate established in this Agreement.
- (c) Minimum Hours: All employees shall be paid their regular hourly rate for each hour worked except where employed for less than four (4) consecutive hours per day, in which event they shall receive a minimum of four (4) hours pay. An employee who is called for work and upon reporting finds that 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) Credit For Previous Experience: Employees shall be granted credit for previous experience to a maximum of twenty-four (24) months, if the previous experience ended less than one (1) year prior to beginning employment with the Co-operative, and to a maximum of six (6) months if the previous experience ended more than one (1) year prior to employment with the Co-operative. In all cases, the prior experience must be stated on the application form. The Co-operative and Union may agree to exceed the 24 month credit where there is merit.
- (f) Jury and Witness Duty Pay: An employee summoned to Jury Duty or Witness Duty, where subpoenaed in a court of law, shall be paid wages amounting to the difference paid them for Jury or Witness service and the amount they would have earned had they worked on such days. Employees on Jury or Witness Duty shall furnish the Co-operative with such statements of earnings as the courts may supply.

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

- (g) Staff Meeting/Training/Merchandising Shows: Any staff meetings in excess of three (3) during each calendar year where attendance is not voluntary shall be considered as time worked and paid for accordingly.
- (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) 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.

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

Section 8 - VACATIONS WITH PAY - LEAVES OF ABSENCE

- (a) A "year of service" for purposes of paid vacation shall mean one thousand seven hundred (1,700) hours of actual work with the Co-operative within a calendar year, provided, however, that all time absent on paid vacation and paid statutory holidays, and time lost due to sickness or accident not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident, shall be considered as time worked. Should an employee fail to meet the one thousand, seven hundred (1,700) hour test for vacation eligibility because of the leave of Absence provisions in this Agreement, that 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 years of service.

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

"Years of Service" shall also be deemed to include any period which an employee served in the armed forces, provided that he or 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 or her discharge. For purposes of paid vacation where the services of an employee are retained by a purchaser of the business, his or her services shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser.

- (b) Two (2) weeks of an employee's paid vacation shall be consecutive and given during the regular vacation period - May 1st to October 30th. 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 to.

Employees entitled to four (4) or more weeks paid vacation shall receive a minimum of two (2) of their additional weeks consecutively unless otherwise mutually agreed.

Vacations may be taken in units of less than one (1) week, subject to adequate staff coverage.

Once initial vacations have been selected during the regular vacation period (May 1st to October 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 shall not be required to indicate their preference for vacations before March 1st in any year.

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

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

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

Choice of either of the above alternatives will be made by each Co-operative and all employees of any Co-operative covered under this section shall be paid in a like manner. Each Co-operative will inform the Union of the method to be used.

- (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.

- (f) Employees who work a minimum of one thousand four hundred fifty (1,450) hours in each calendar year for three (3) consecutive years but who do not otherwise qualify for three (3) weeks vacation with pay,

shall be entitled each year in which they qualify to six percent (6%) of their current year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof.

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

Should an employee fail to meet the one thousand four hundred fifty (1,450) hour test for vacation eligibility, that 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 years of service.

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

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

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

- (h) Part-time employees who have worked less than one thousand seven hundred (1,700) hours in the previous year but who have worked an average of twenty-four (24) or more hours per week, shall be entitled to two (2) weeks vacation without pay. It is understood that such employees must advise the Co-operative by February 1st if they want vacations that year. The time of vacation is to be mutually agreed upon. Time spent on such vacation shall be counted as time worked for purposes of qualifying for benefits under Section 10.
- (i) Any employee commencing employment between October 1st and December 31st shall be entitled to receive five (5) days leave of absence the following year during the vacation period.
- (j) Vacation Scheduling: Vacation 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.

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

- (k) Vacation Maintenance:
 - (1) Vacation entitlement is to be maintained for full-time or part-time employees whose hours are reduced, either by themselves or the Co-operative. Such entitlement shall be to a maximum of twelve percent (12%). Time off entitlement will be in accordance with the percentage entitlement.
 - (2) Maternity leave shall count for vacation purposes.

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

Section 9 – LEAVE OF ABSENCES

- (a) Leaves of Absence: Upon three (3) months notice, all employees shall be entitled to a one (1) year leave of absence after five (5) years of continuous service. Employees on such leave of absence shall neither earn nor lose seniority.

The Co-operative and the Union agree as follows:

1. This leave of absence is for one (1) year only.
2. Requests for leave will be granted to employees provided there is another available employee in the store who is capable of doing the work required. If an employee is denied leave pursuant to this section, the Union and the Co-operative shall meet to discuss the situation.
3. Employees who are granted leave under this provision shall have their seniority frozen for a full one (1) year. For example, an employee with a January 1, 1985 seniority date shall have their seniority date adjusted to January 1, 1986.
4. Employees may return to work earlier than the scheduled end of the leave provided they give the General Manager one (1) month notice of their early return to work date. Upon their return to work, these employees shall be scheduled in accordance with their adjusted seniority date.
5. Employees who return to work prior to the end of their one (1) year leave of absence shall have their seniority frozen for the full length of their actual leave from work. For example, an employee with a January 1, 1985 seniority date who returns to work after six (6) months shall have their seniority date adjusted to July 1, 1985.
6. This leave of absence is only available once (1X) during an employee's career with the Co-operative.
7. While on this leave of absence an employee shall not take employment with any competitor. Violation of this provision may result in termination.

- (b) Educational Leave: Employees with four (4) years or more of continuous service with the Co-operative shall be entitled to an educational leave of absence for up to one year without gain or loss of seniority as of the time the employee leaves.

The following terms and conditions shall apply to such leaves:

1. One (1) employee per store at any one time shall be eligible for educational leave.
2. Written application for the leave shall be coordinated through the General Manager. Notification of the person going on leave shall be provided to the store, Union and employee involved.
3. Seniority shall be the determining factor in scheduling the leave.

4. Such leave will be granted on a one time only basis per employee.
5. The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case.
6. While on leave the employee shall not take employment with any competitor. (Violation of this provision may result in termination.)
7. It is understood a person on leave could be offered minimal part-time work with the Co-operative without seniority or rights to such work, for the duration of the leave.
8. The period of time off will not count towards time worked for vacation entitlement.
9. One (1) month's notice of return to work must be given to the Co-operative unless a return date has been established prior to leaving.
10. During the period of such leave the employee will be **eligible for benefits subject to the bylaws of the plan. If eligible, the employee shall bear all costs and premiums charged in maintaining the benefits.**

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.

(c) Take-A-Break Leave of Absence: Employees are entitled to apply for a Take-A-Break leave of absence up to a maximum of sixty (60) days per year (but not to exceed twelve [12] 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 Department Manager and the General Manager. **Employees shall provide four weeks' notice of such leave.**
2. Requests for Take-A-Break leave of absence will be granted to all employees subject to operational requirements and provided there is another 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, **employees may be eligible for benefits subject to the bylaws of the plan. If eligible, the employee shall bear all costs and premiums charged in maintaining the benefits.**
4. Scheduled vacation time shall take precedence over the granting of Take-A-Break leave of absence.
5. It is agreed that employees may take single or multiple day Take-A-break leave (i.e., less than one [1] week in duration) provided the cumulative total days where a Take-A-Break leave is taken does not exceed sixty (60) calendar days per calendar year. It is understood that each day of Take-A-Break leave per week reduces the basic work week by one (1) day.
6. Where the Take-A-Break leave requested is five (5) days or more in length (or four [4] days if taken in conjunction with a statutory holiday), the vacation entitlement of the employee in question shall be used prior to the Take-A-Break leave being used.

Section 10 - HEALTH AND WELFARE PLAN

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

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

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

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

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

Employees shall return completed enrollment forms as soon as possible. The Co-operative will only offer benefits after first eligibility test is met. If refused at that time by the employee, further testing is not required. If an employee later wants coverage, it is 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.

The Co-operative shall also make available the benefits to employees (except students) who work an average of thirty-two (32) hours per week for a period of thirteen (13) consecutive weeks. 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 thirteen (13) consecutive weeks from the time he or she first fails to meet it before they are disqualified.

Notwithstanding the above paragraph, the Co-operative shall make available the plans set out in Sections (a) and (b) below to employees (except students) who work an average of twenty-four (24) hours per week for a period of thirteen (13) consecutive weeks.

The employee must fail to meet the above hour requirement for a period of thirteen (13) consecutive weeks from the time he or she first fails to meet it before they are disqualified.

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

Enrollment of group benefits shall be compulsory at the option of the Co-operative. The Co-operative, at **its** 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 Benefits:** The B.C. Medical Services Plan. In addition, the M.S.A. Extended Health Plan or its equivalent on the basis of a twenty-five dollar (\$25.00) maximum of eligible medical expenses to be paid

by the employee. It is understood that Extended Health Benefits shall be made available to employees who are covered under their spouse's B.C. Medical Services Plan or similar coverage, provided the employee is eligible.

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

- (b) Eye-glass, Drug and Hearing Aid Plan: A Plan will be established providing the following benefits to eligible employees:
- (1) Prepaid Drug Plan with no deductible.
 - (2) Eyeglasses, lenses and frames, to a maximum of two hundred fifty dollars (\$250.00) per person every two (2) years. Maximum for dependents under age nineteen (19) shall be two hundred fifty dollars (\$250.00) each year.
 - (3) Hearing Aids to a maximum of five hundred dollars (\$500.00) per person.
 - (4) It is understood all employees' dependents shall be covered by the above welfare plan. Eligible dependents shall be wife, husband, and a covered employee's unmarried children under the age of nineteen (19), or under the age of twenty-five (25) while attending an educational institution provided such person is still dependent on the employee.
- (c) Group Insurance and Long Term Disability Benefits: The Co-operative agrees to provide Group Insurance and Long Term Disability benefits equivalent to G.L. 369 and G.C. 369 as provided by the Co-operators Insurance Company.

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

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

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

Section 11 - SICK LEAVE BENEFITS - FUNERAL LEAVE - MATERNITY LEAVE

- (a) Regular full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment up to a maximum of one hundred, forty-four (144) hours credit. Credits shall commence to accumulate from date of full-time employment but can only be applied after completion of a three month full-time employment eligibility period.

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

Part-time employees who work an average of thirty-six (36) hours per week for thirteen (13) consecutive weeks will accumulate credits at the rate of four (4) hours for each full month of employment, including any absence from work for which compensation is received under the terms of the Collective Agreement, up to a maximum of one hundred, forty-four (144) hours credit.

The Co-operative reserves the right to require employees to provide completed medical forms or documentation concerning sick leave and/or where the Co-operative has justifiable concerns about an employee's capacity and fitness to return to work after a period of absence for medical/health reasons.

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

The Co-operative shall apply any accumulated sick leave to absences due to sickness or noncompensable accident not covered by L.T.D. benefits (or similar benefits) and shall supplement L.T.D. benefits (or similar benefits), at the employee's request in writing, but not to exceed the employee's normal earnings.

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

Employees, if found abusing this privilege, shall be disciplined by the Co-operative. In such cases, the Co-operative may discontinue or reduce the benefit of the employee, or terminate the employee.

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

Sick Leave Payout: Employees hired prior to November 2, 2015 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.

Sick leave hours accumulated prior to February 20, 1984, shall be paid out at termination or retirement at a rate of fifty percent (50%) of accumulated credits.

Employees who have a sick leave credit balance in excess of ninety-six (96) hours, as of December 31, 1984, and on each December 31st thereafter, shall receive a cash payout to a maximum of forty-eight (48) unused sick leave hours, provided no employee's sick leave bank shall fall below ninety-six (96) hours as a result of a cash payout. All eligible employees shall receive a cash payout prior to January 31st of each year.

In order to be eligible for sick leave pay, an employee must notify his/her Supervisor prior to the commencement of their scheduled shift that they will be unable to attend work.

- (b) Workers' Compensation Supplement: Where a regular full-time employee is qualified for Workers' Compensation, the Co-operative shall make up the difference between the employee's regular straight time earnings at his or her regular hourly rate of pay and what he or she receives from the Workers' Compensation Board for the first three (3) scheduled working days of absence from the job. This is to be taken out of the sick leave credits of the employee if such credits exist. Otherwise, the Co-operative shall

pay this amount. Thereafter, the Co-operative shall make up the difference between seventy-five percent (75%) of the employee's straight time earnings based on his or her regular hourly rate of pay and what he or she receives from the Workers' Compensation Board for a period of up to thirteen (13) weeks from the first (1st) day of absence due to injury on the job. Part-time employees shall be entitled to use their sick leave accumulation for make-up to one hundred percent (100%) for the first three (3) scheduled days of absence.

In the event the Workers' Compensation Board challenges initial coverage or, after going on W.C.B. benefits the Workers' Compensation Board terminates such benefits because the Board has decided that the employee's disability is no longer related to the compensable injury, the Co-operative will pay the Workers' Compensation Board portion and an amount equal to the difference between seventy-five percent (75%) of the employee's straight time earnings and the Workers' Compensation Board portion for a period up to thirteen (13) weeks as an advance until the matter is decided. If the claim is later allowed by the Workers' Compensation Board, the Co-operative will be refunded that portion of the advance paid by the Workers' Compensation Board either directly from the Board, or if not possible, from the employee. At the Co-operative's option the employee will pursue the appeals procedure under the Workers' Compensation Board.

- (c) Funeral Leave: In the event of a death of the employee's spouse, parent or child, including step-relatives, 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.

In the event of a death of other members of an employee's immediate family (brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparent, grandchild or any relative living in the household of the employee), the employee shall be entitled to three (3) days leave of absence with pay.

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

Special consideration up to one additional Week's leave without pay shall be given to employees who must travel out of or across the country in order to attend a family funeral.

- (d) Compassionate Leave: An employee will be granted time off from work, without pay, to a maximum of eight (8) weeks, to provide care for a family member that has a serious medical condition with a significant risk of death within twenty-six (26) weeks.

In this section "family member" is defined as a spouse, child or parent, including a child or parent of the spouse. The Employer may, at any time up to and including fifteen (15) days after the return to work, require the employee to provide a certificate issued by a physician confirming the illness.

Requests for such leave shall be made to the General Manager.

- (e) Maternity Leave: An employee who is pregnant shall be given leave of absence without loss of seniority or other privileges for **thirteen (13)** 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 (17 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 seventeen (17) 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.

Prior to the commencement of any leave of absence (extension) the employee will be allowed to self-pay their preleave benefit status for **the Health and Welfare Plan** and Life Insurance **subject to the bylaws of the plan.**

- (f) **Parenting Leave:** An employee **who is not the birth parent** shall be entitled to an unpaid leave of absence of up to five (5) days at the time of the birth or adoption **of the child.**
- (g) **Parental Leave:** Within one (1) year of the birth of a child to an employee or the employee's spouse, or the adoption of a pre-school-age child or children, the employee shall be entitled to a **sixty-one (61)** week leave of absence without pay. Any leave taken must be in one continuous period, unless otherwise mutually agreed. Benefit coverage for this period shall be according to the *Employment Standards Act*. This leave may be taken by either parent and may be taken in conjunction with either maternity or **parenting** leave or at any other time during the year.

A request for leave must be given in writing at least four (4) weeks prior to the beginning of the proposed leave and if required by the Employer, be accompanied by a certificate from a medical practitioner.

If the newborn child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the employee, and it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required, the employee is entitled to a further unpaid leave of up to five (5) consecutive weeks, commencing immediately following the end of the twelve (12) week parental leave and the benefit coverage shall be extended for this period.

- (h) The Co-operative agrees to pay the fee for medical reports required by the Co-operative for sick leave or L.T.D. provisions to a maximum of thirty dollars (\$30.00).
- (i) **Maintenance of Benefits:** The Co-operative agrees to maintain the full cost of Health & Welfare premiums when an employee is absent on 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 return to work, or if unable to return to work, within such reasonable time as agreed between the Co-operative and the employee.
- (j) 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 (M.S.P.))
- Group Life Insurance) For duration
- Extended Health Plan Covering Eyeglasses,) of L.T.D.
- Drugs and Hearing Aid Benefits)

(k) Workers' Compensation Rehabilitation Benefit Maintenance:

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

The Co-operative and the Union mutually agree to co-operate with the Workers' Compensation Board or any other agency in efforts to rehabilitate an injured worker. Where re-entry into the bargaining unit is not possible because of permanent disability, the parties agree to co-operate 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 (i) (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 12 – RETAIL CLERKS DENTAL PLAN

The Co-operative agrees with the Union, along with other employers who have similar agreements with the Union, to establish a Retail Clerks Dental Plan, such plan to be an incentive plan unless this later proves inoperable. This Plan will cover members of the Union employed by those 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 pending the establishing of the Retail Clerks Dental Plan by the Trustees.

The Co-operative agrees to make contributions to the fund at the rate determined by the Trustees upon actuarial advice.

Paid vacations for full-time employees and statutory holidays for all employees shall be considered as time worked for all purposes of the Collective Agreement.

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

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

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

Effective Monday following ratification, eligible dependents who as of that date have not exceeded the \$1,750.00 maximum for orthodontics, will have that maximum increased to \$2,500.00.

Section 13 - RETAIL CLERKS INDUSTRY PENSION PLAN

Effective January 1, 2000, the Employer 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 January 1, 2001, this contribution shall increase to five percent (5%) ; on January 1, 2002, this will increase to six percent (6%); and on January 1, 2003, this will increase to seven and a half percent (7.5%).

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

Up to 30 years of age: 0%
30 - 39 years of age: 1%
40 - 49 years of age: 2%
50 years of age 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 Employer for payment of earnings.

Paid vacations for full-time employees and statutory holidays for all employees shall be considered as time worked for all purposes of the Collective Agreement.

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

The Co-operative and the Union agree to the original method of selection of 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.

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

Section 14 - NOTICE OR PAY IN LIEU OF NOTICE

(a) Commencing after thirty (30) calendar days from date of employment, full-time employees when terminated by the Co-operative, **unless for just cause, including but not limited to rank insubordination,**

dishonesty, **harassment, bullying**, 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 thirty (30) 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.

- (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 18, providing the employee has been employed by the Co-operative thirty (30) calendar days or more.
- (c) The Co-operative agrees to give full-time employees one (1) week's notice in writing prior to layoff. Such notice shall not be required in cases of layoffs due to fire, flood or other cases of force majeure.
- (d) Full-time employees reduced to part-time who 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 **just cause, including but not limited to** rank insubordination, dishonesty, **harassment, bullying**, obvious disloyalty or absence without leave except where the employee has a bona fide reason for such absence.
- (e) A copy of notice of dismissal or layoff of full-time employees who have been employed more than thirty (30) calendar days shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

Section 15 - SENIORITY

- (a) Seniority shall mean length of continuous service with the Co-operative.
- (b) **Full-Time Employee:** A full-time employee, for purposes of seniority, shall mean an employee who has worked an average of at least thirty-**five** (35) hours per week during a thirteen (13) consecutive week period in the bargaining unit in the area covered by the Collective Agreement. Paid time off will be considered as hours worked, as well as absence due to sickness or accident, but limited to hours the employee would have been scheduled to work.
- (c) **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:
 - (i) Assistant Manager (not more than two) and Produce Manager, and
 - (ii) Employees hired to work on relief staff or replace employees who are absent due to vacations, sickness, accident or other leaves of absence.

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

- (1) No more than six (6) months has elapsed since the last day worked by the employee;
- (2) For employees with one (1) year or more of service, no more than twelve (12) months has elapsed since the last day worked by the employee;
- (3) 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.

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

Employees rehired in accordance with points 1 or 2 above shall retain their previous length of service for the purposes of this section and Section 13.

Benefits for full-time employees who are laid off will be maintained by the Employer for one half (1/2) of the employee's recall period as specified in Section 14 (c) on the following basis: M.S.P., H.E.P. and Group Life Insurance.

- (d) Reduction and Increase of Hours: For the purposes of this Section, there shall be six (6) classifications: General Clerk, Clerk Cashier, Non-Food Clerk, Meat Department, Deli/ Bakery and Office/ File Maintenance.

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

It is understood that the employee shall assume 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.

The Employer will endeavour to maximize the number of hours scheduled for part-time employees in accordance with their seniority and the Collective Agreement, provided they are available and can perform the work and provided they have not restricted their availability. The foregoing does not imply an obligation to schedule more hours in a classification than the Employer has determined are necessary.

- (e) Overlapping and Abutting Shifts: Where it can be shown that overlapping and abutting shifts have been scheduled to deny senior employees available hours this shall be discussed between the parties. Where a disagreement arises regarding this clause and results in a grievance, the parties will have two (2) weeks

(from date the matter is brought to the attention of the Co-operative) to correct any errors in scheduling before a claim for lost wages can be filed.

- (f) Restriction of Availability: 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 he or she is 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 per year 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.

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

It is understood the foregoing applies only to employees in the top progression rate and that they may be reduced to the eighteen (18) month experience category if their lack of experience in the new position justifies such action. Employees will continue to progress from the start of their new level to the next higher rates once having worked the number of hours required to meet the scale requirements.

- (h) Transferability Program: An employee with more than two (2) years of service wishing to transfer to another classification shall do so in accordance with the following procedure:

- (1) The request for transfer must be on an application form supplied by the Co-operative. Proof of possession of specified qualifications (i.e.: driver's license) for the new classification must be provided with the submitted application.
- (2) In order for the Co-operative to accept the request for transfer, hours must be available on a regular and ongoing basis in the department the employee is requesting to transfer to. Hours available as listed in Section 6 will take precedence over hours available for transferability.
- (3) Once the application has been accepted by the Co-operative, the applicant will be notified of the first date when training hours will be scheduled for them in the new classification. It is understood that no more than one (1) employee per classification may access this program at any one time, unless specifically agreed otherwise by the Co-operative. If more than one (1) employee applies on the same day, the senior applicant will be accepted.
- (4) Training hours shall be scheduled in accordance with the employee's seniority and availability in the new classification. Seniority in the new classification shall be established on the date of the first hour worked in the new classification.

- (5) Applicants must be prepared to perform the full scope of the new classification and to participate in whatever training is requested of them as a condition to maintaining their continuance in the program.
- (6) Applicants cannot maintain any restriction regarding the number of hours of work per week until all hours worked are in the new category after having successfully transferred to the new classification.
- (7) The training period will consist of:
 - (a) five hundred and twenty (520) hours of actual work in the new classification;
 - (b) at least two (2) written performance appraisals, after which the Co-operative may determine that the employee is clearly incapable of performing the duties, and the transferability program shall be cancelled in relation to that employee. The employee shall be returned to his/her former position with no loss of seniority in the former position.
- (8) Upon completion of the training period, the employee must elect to remain in their present position or transfer to the new classification. If they elect to transfer, they will continue to receive available hours in their former classification until their eight (8) week average in the new classification equals the fifty-two (52) week average of hours worked in their previous classification immediately prior to the date of application. The maximum hours claimed from both classifications shall not exceed the fifty-two (52) week average, unless the Co-operative agrees otherwise.
- (9) The rate of pay in the new classification shall be the next highest rate from the employee's current rate. In no case shall a transfer to another classification result in a red-circled or off-scale rate higher than the existing wage scale in the Collective Bargaining Agreement.
- (10) Store Seniority: For the purposes of scheduling can be transferred to the new classification after twenty-seven (27) months of employment in the new classification after the completion of the training period.
 - (i) The Co-operative shall post an updated seniority list twice per year.

Section 16 - SEVERANCE PAY

In the event there is a permanent closure or sale or transfer of ownership of the store or part thereof, causing a regular full-time employee to lose his or her employment, the Co-operative hereby agrees to pay such 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/her employment due to the circumstances set out in Section 15, then such employee shall be entitled to severance pay under this section according to his/her years of full-time consecutive service only.

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 qualify shall not be entitled to the benefits contained in Section 13 (a) of this Agreement.

Employees who are laid off as the result of store closure 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 of a dissolution of the Co-operative, the Co-operative is prepared to meet with the Union to discuss severance pay for part-time employees that recognizes length of continuous service.

Part-time employees with more than five (5) years seniority shall be entitled to receive severance pay in accordance with the above formula, to a maximum of eight (8) weeks.

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 Employer. During the first one hundred, twenty (120) calendar days of employment, each new employee shall be on probation. Where the Employer and the Union mutually agree, a part-time employee's probationary period may be extended for an additional sixty (60) days. The part-time employee shall be notified in writing of the sixty (60) calendar day extension of his or her probationary period at the time of extension. The decision whether to retain or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Sections 17 and 18 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 19 (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 17 and 18 of this Collective Agreement, providing that such employees have been employed by the Employer thirty (30) 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 Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

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

Section 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 **within fourteen (14) days of the event giving rise to such complaint**, 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 (e).
- (c) Any employee alleging wrongful dismissal may place his allegation before the Union representative and, if the Union representative considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement.
- (d) The Co-operative agrees to reply in writing as to the disposition of all grievances submitted by the Union.

Section 19 - ARBITRATION

- (a) The Board of 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 **ten (10)** day period specified, the Labour Relations Board (B.C.) shall be immediately requested to name a person who shall act as Chairman of the Board.

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) The Parties may agree to use the assistance of a mediator in resolving a dispute.

Section 20 - MISCELLANEOUS

- (a) 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.
- (b) Wearing Apparel: The Co-operative shall furnish a smock or an apron to each employee and shall pay for the laundering of same.

When an employee is required by the Co-operative to wear a uniform or special article of wearing apparel, such uniform or special article of wearing apparel shall be furnished, cleaned, laundered, repaired or given similar services connected with the upkeep thereof free of cost to the said employee by the Co-operative and no deduction from the wages of the employee, or other charge upon the employee, shall be made by the Co-operative for such uniform or special article of wearing apparel or for the cleaning, laundering, repairing or upkeep thereof.

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

Where an employee is unable to purchase black slacks for use at work through the Co-operative, they will be allowed to purchase them elsewhere. If the slacks are approved by the management for use within the store, and if a verifiable receipt for the purchase is provided, the Co-operative will reimburse the difference between the receipt price and the cost price for slacks carried by the Co-operative, to a maximum of twenty-five dollars (\$25.00) per pair, with a limit of two (2) pairs per year.

The Co-operative will reimburse employees for the purchase of safety shoes **at fifty (50%) percent the cost** to a maximum of **eighty (\$80.00) dollars once per year**.

- (c) 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.
- (d) Charitable Donations: Employee donations to charity funds shall be on a strictly voluntary basis.
- (e) 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.
- (f) 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 co-operate 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.

- (g) 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 **their** position to maintain the proper operation of the store.

- (h) 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.
- (i) Paid vacations and statutory holidays shall be considered as time worked for all purposes of the Collective Agreement.

- (j) **Bulletin Boards:** Bulletin boards will be supplied by the Union and will be placed in lunchrooms and other areas in the Co-operative 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.

- (k) **Harassment:** The Employer recognizes the rights of employees to work in an environment free from harassment. Where an employee alleges that harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement. Where an allegation of harassment has been received by the Employer, it will be investigated on a priority basis. The Employer agrees to ensure that the Company policy on Discrimination / Harassment be available and accessible to all employees.

- (l) **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.

- (m) **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 19 (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.

- (n) **Technological Change:** During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Collective Agreement.

- (1) Where the Co-operative introduces or intends to introduce a technological change that:
 - (i) affects the terms and conditions or security of the employment of a significant number of employees to whom this Collective Agreement applies; and
 - (ii) alters significantly the basis upon which the Collective Agreement was negotiated, either party may if the dispute cannot be settled in direct negotiations, refer the matter directly

to an Arbitration Board pursuant to Section 18 of this Collective Agreement, by by-passing all other steps in grievance procedure.

- (2) The Arbitration Board shall decide whether or not the Co-operative has introduced or intends to introduce a technological change, and upon deciding that the Co-operative has or intends to introduce a technological change, the Arbitration Board shall inform the Minister of Labour of its findings, and then or later make any one or more of the following orders:
 - (i) that the change is made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - (ii) that the Co-operative will not proceed with a technological change for such period, not exceeding sixty (60) days, as the Arbitration Board considers appropriate;
 - (iii) that the Co-operative reinstate any employee displaced by reason of the technological change;
 - (iv) that the Co-operative pay to the employee such compensation in respect to his displacement as the Arbitration Board feels reasonable;
 - (v) that the matter be referred to the Labour Relations Board (under Section 77 of the *Labour Relations Code* of British Columbia).
- (3) The Co-operative will give to the Union in writing at least sixty (60) days notice of any intended technological change that:
 - (i) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and
 - (ii) alters significantly the basis upon which the Collective Agreement applies.
- (o) No 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.
- (p) Health and Safety Store Committee: The Co-operative agrees to maintain a Health and Safety Committee in the store. The committee shall function in accordance with the Workers' Compensation Board Health and Safety Regulations.

A member of the bargaining unit shall be elected by bargaining unit members in the store or shall be appointed by the Union to the Health and Safety Committee.

Section 21 - TIME OFF FOR UNION BUSINESS - STORE VISITS - SHOP STEWARDS RECOGNITION

(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) Not more than one (1) employee from any one store.

The Union shall notify the Co-operative at least **three (3)** weeks in advance of the commencement of all such leaves of absence.

Upon at least **three (3)** 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 shall be given at least three (3) weeks' notice of such conference.

The Co-operative will bill the Union and the Union will reimburse the Co-operative for wages paid to the employee and dental and pension contributions made on the employee's behalf during such absence.

The parties agree that the Co-operative shall permit two (2) employees to be on union leave at the same time for Union negotiations. All other terms covering this leave shall be as provided for in Section 21 (a).

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

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

(1) Carried on in a place in the store designated by management.

(2) Held whenever possible during the lunch period. However if this is not practical,

(3) During regular working hours. Time taken for such interview in excess of five (5) minutes shall not be on company time unless with the approval of management.

- (4) Held at such times as will not interfere with service to the public. No interview shall be held on Friday, Saturday or any day after 4:00 p.m., or on the day preceding a statutory holiday, except in cases of employees who only work Fridays, Saturdays or after 3:30 p.m.

Union representatives shall be permitted to review the Hours of Work Schedule and in the event of any discrepancies they shall be presented under Section 18 of this Agreement.

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

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

Shop Stewards will be allowed to orient new employees to the Union on shift after receiving permission from the General Manager, or their designate. Such time will not exceed ten (10) minutes, shall not result in overtime, and shall not unduly interfere with the employee's regular duties. The General Manager, or their designate, will send a list of all new employees covered by the Collective Agreement. If more than one new employee is hired in a week, the orientation will be at the same time, where reasonably possible.

Shop Stewards 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 General Manager. Such permission will not be unreasonably denied.

The Co-operative agrees to recognize Union Shop Stewards on the following basis:

1. **Two (2) Shop Stewards in the Co-operative. The Union shall inform the Co-operative in writing of the Shop Stewards and of any changes to the Shop Stewards.**
2. Alternate Shop Steward will be recognized in the Co-operative when the Shop Steward is absent. The Union shall inform the Co-operative in writing of the Alternate Shop Stewards.

The Co-operative acknowledges Shop Stewards and recognizes that they play a useful role in employer/employee relations.

During the life of this Agreement the parties agree to clarify the role of Shop Stewards, their duties, the number permitted and related matters.

Section 22 - EXPIRATION AND RENEWAL

This Agreement shall be for the period from and including **August 31, 2019**, to and including August **30, 2023**, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding August **30, 2023**, or any subsequent anniversary date thereafter to:

- (a) terminate this Agreement, in writing, effective **August 30, 2023**, or any subsequent anniversary thereof,
- (b) require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

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

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

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

SIGNED THIS 10 DAY OF May , 2021 .

FOR THE UNION



Kim Novak
President

FOR THE EMPLOYER



Laurie Gehrke
General Manager

Wage Scales (* Effective first pay period after September 1, 2019 - 2% increase)		
	Clerk/Cashier	Meat Cutter
0 to 1039 hours	\$13.85	\$13.93
1040 to 2079 hours	\$14.12	\$15.10
2080 to 3119 hours	\$15.28	\$16.27
3120 to 4159 hours	\$16.45	\$17.45
4160 to 5199 hours	\$17.62	\$18.62
5200 to 6239 hours	\$18.78	\$19.79
6240 to 7279 hours	\$19.94	\$20.97
72780 to 8319 hours	\$21.12	\$22.14
8320 to 9359 hours	\$22.28	\$23.31
9360 to 10399 hours	\$23.44	\$24.47
10400+ hours	\$24.62	\$25.64
Senior Clerk		
	\$0.50	over Clerk/Cashier (first year)
	\$1.00	over Clerk/Cashier (second and subsequent years)
Department Manager		
\$26.29		First year
\$28.68		Second year
\$31.09		Third and subsequent year

Wage Scales (Effective first pay period after September 1, 2020 – 1.75% increase)		
	Clerk/Cashier	Meat Cutter
0 to 1039 hours	\$14.60	\$14.60
1040 to 2079 hours	14.60	\$15.36
2080 to 3119 hours	\$15.55	\$16.55
3120 to 4159 hours	\$16.74	\$17.76
4160 to 5199 hours	\$17.93	\$18.95
5200 to 6239 hours	\$19.11	\$20.14
6240 to 7279 hours	\$20.29	\$21.34
72780 to 8319 hours	\$21.49	\$22.53
8320 to 9359 hours	\$22.67	\$23.72
9360 to 10399 hours	\$23.85	\$24.90
10400+ hours	\$25.05	\$26.09
Senior Clerk		
	\$0.50	over Clerk/Cashier (first year)
	\$1.00	over Clerk/Cashier (second and subsequent years)
Department Manager		
\$26.75		First year
\$29.18		Second year
\$31.63		Third and subsequent year

Wage Scales (Effective first pay period after September 1, 2021- 1.75% increase)		
	Clerk/Cashier	Meat Cutter
0 to 1039 hours	\$15.20	\$15.20
1040 to 2079 hours	\$15.20	\$15.63
2080 to 3119 hours	\$15.82	\$16.84
3120 to 4159 hours	\$17.03	\$18.07
4160 to 5199 hours	\$18.24	\$19.28
5200 to 6239 hours	\$19.44	\$20.49
6240 to 7279 hours	\$20.65	\$21.71
72780 to 8319 hours	\$21.87	\$22.92
8320 to 9359 hours	\$23.07	\$24.14
9360 to 10399 hours	\$24.27	\$25.34
10400+ hours	\$25.49	\$26.55
Senior Clerk		
	\$0.50	over Clerk/Cashier (first year)
	\$1.00	over Clerk/Cashier (second and subsequent years)
Department Manager		
\$27.22		First year
\$29.69		Second year
\$32.18		Third and subsequent year

Wage Scales (Effective first pay period after September 1, 2022 – 1.75% increase)		
	Clerk/Cashier	Meat Cutter
0 to 1039 hours	\$15.20	\$15.20
1040 to 2079 hours	\$15.20	\$15.90
2080 to 3119 hours	\$16.10	\$17.13
3120 to 4159 hours	\$17.33	\$18.39
4160 to 5199 hours	\$18.56	\$19.62
5200 to 6239 hours	\$19.78	\$20.85
6240 to 7279 hours	\$21.01	\$22.09
72780 to 8319 hours	\$22.25	\$23.32
8320 to 9359 hours	\$23.47	\$24.56
9360 to 10399 hours	\$24.69	\$25.78
10400+ hours	\$25.94	\$27.01
Senior Clerk		
	\$0.50	over Clerk/Cashier (first year)
	\$1.00	over Clerk/Cashier (second and subsequent years)
Department Manager		
\$27.70		First year
\$30.21		Second year
\$32.74		Third and subsequent year

LETTER OF UNDERSTANDING #1

BETWEEN: UCLUELET CONSUMERS CO-OPERATIVE ASSOCIATION

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518

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

2. Posting of Schedules:
It is one of the responsibilities of Management to:
 - (a) Estimate, plan and schedule the work to be done each day, and

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

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

SIGNED THIS _____ DAY OF _____, 1995.

REVISED AND RENEWED THIS 3rd DAY OF FEBRUARY, 2005.

REVISED AND RENEWED THIS 1st DAY OF MAY, 2009.

REVISED AND RENEWED THIS 20th DAY OF JULY, 2012.

RENEWED THIS 2nd DAY OF NOVEMBER, 2015.

RENEWED THIS 27th DAY OF NOVEMBER, 2020.

FOR THE UNION



Kim Novak
President

FOR THE EMPLOYER



Laurie Gehrke
General Manager

LETTER OF UNDERSTANDING #2

BETWEEN: UCLUELET CONSUMERS CO-OPERATIVE ASSOCIATION

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518

RE: Long-Term Disability

If an application has been made for Long Term Disability coverage, and the payment of the claim has been delayed by more than two (2) weeks from the date of receipt by the insurer for the completed application, the co-operative agrees to pay the employee an amount equal to **their** entitlement. Payments made by the Co-operative for claims later found to be invalid, or which are later paid by the insurer, shall be returnable to the Co-operative.

SIGNED THIS 3rd DAY OF February, 2005.

RENEWED THIS 1st DAY OF MAY, 2009.

RENEWED THIS 20th DAY OF JULY, 2012.

RENEWED THIS 2nd DAY OF NOVEMBER, 2015.

RENEWED THIS 27th DAY OF NOVEMBER, 2020.

FOR THE UNION



Kim Novak
President

FOR THE EMPLOYER



Laurie Gehrke
General Manager

LETTER OF UNDERSTANDING #3

BETWEEN: UCLUELET CONSUMERS CO-OPERATIVE ASSOCIATION

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518

RE: EDUCATION FUND

The Co-operative agrees to contribute one cent (\$.01) per hour for every hour worked by members of the U.F.C.W. Local 1518 bargaining unit, based on dental plan hours, to the United Food and Commercial Workers, Local 1518, Health, Safety and Education Fund, effective Monday following ratification, and to be paid on a quarterly basis

SIGNED THIS _____ DAY OF _____, 199.

RENEWED THIS 3rd DAY OF FEBRUARY, 2005.

RENEWED THIS 1st DAY OF MAY, 2009.

RENEWED THIS 20th DAY OF JULY, 2012.

RENEWED THIS 2nd DAY OF NOVEMBER, 2015.

REVISED AND RENEWED THIS 27th DAY OF NOVEMBER, 2020.

FOR THE UNION

FOR THE EMPLOYER



Kim Novak
President

Laurie Gehrke
General Manager

LETTER OF UNDERSTANDING #4

BETWEEN: UCLUELET CONSUMERS CO-OPERATIVE ASSOCIATION

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518

RE: FULL-TIME POSITIONS

The work week for all full-time staff shall be forty (40) hours per week (Food), and thirty-seven point five (37.5) hours per week (Non-Food) during the peak season. During the peak season, Non-Food staff may be scheduled up to forty (40) hours per week based on business needs. During the off-season, **staff (Food and Non-Food) scheduled for thirty-five (35) hours per week or more shall be considered to be full-time. If an employee restricts their availability, they will not be considered to be a full-time employee.**

It is agreed, subject to seniority requirements of the Collective Agreement, that benefits shall be maintained for full-time staff during the off-season.

SIGNED THIS 5th DAY OF November, 1998.

RENEWED THIS 3rd DAY OF FEBRUARY, 2005.

REVISED AND RENEWED THIS 1st DAY OF MAY, 2009.

REVISED AND RENEWED THIS 20th DAY OF JULY, 2012.

REVISED AND RENEWED THIS 2nd DAY OF NOVEMBER, 2015.

REVISED AND RENEWED THIS 27th DAY OF NOVEMBER, 2020.

FOR THE UNION

FOR THE EMPLOYER



Kim Novak
President



Laurie Gehrke
General Manager

LETTER OF UNDERSTANDING #5

BETWEEN: UCLUELET CONSUMERS CO-OPERATIVE ASSOCIATION
AND UNITED FOOD & COMMERCIAL WORKERS, LOCAL 1518

RE: PRODUCE MANAGER

Notwithstanding the language of Section 7(b) of the Collective Agreement, Albert Strom will receive the Produce Manager rate for all hours while he is employed in that position.

SIGNED THIS 15th DAY OF February, 1995.

RENEWED AS REVISED THIS 3rd DAY OF FEBRUARY, 2005.

RENEWED THIS 1st DAY OF MAY, 2009.

RENEWED THIS 20th DAY OF JULY, 2012.

RENEWED THIS 2nd DAY OF NOVEMBER, 2015.

RENEWED THIS 27th DAY OF NOVEMBER, 2020.

FOR THE UNION



Kim Novak
President

FOR THE EMPLOYER



Laurie Gehrke
General Manager

LETTER OF UNDERSTANDING #6

The Deli Manager position will be considered out of scope of the bargaining unit. Once there is a new manager in place, this position will be considered part of the bargaining unit.

SIGNED THIS 1st DAY OF MAY, 2009.

RENEWED THIS 20th DAY OF JULY, 2012.

REVISED AND RENEWED THIS 2nd DAY OF NOVEMBER, 2015.

RENEWED THIS 27th DAY OF NOVEMBER, 2020.

FOR THE UNION



Kim Novak
President

FOR THE EMPLOYER



Laurie Gehrke
General Manager

LETTER OF UNDERSTANDING #7

The person currently in the role of Bakery Manager will retain that position at the same rate or pay as “Department Manager”.

SIGNED THIS 1st DAY OF MAY, 2009.

RENEWED THIS 20th DAY OF JULY, 2012.

RENEWED THIS 2nd DAY OF NOVEMBER, 2015.

RENEWED THIS 27th DAY OF NOVEMBER, 2020.

FOR THE UNION

FOR THE EMPLOYER



Kim Novak
President



Laurie Gehrke
General Manager

LETTER OF UNDERSTANDING #8

BETWEEN: UCLUELET CONSUMERS CO-OPERATIVE ASSOCIATION
AND UNITED FOOD & COMMERCIAL WORKERS, LOCAL 1518

RE: CROSS-DEPARTMENTAL WORK

On a trial basis for the duration of this collective agreement, employees regardless of classification may be required to support and perform duties in other departments or classification during daily business fluctuations, where one department or classification has the capacity to assist another during that day, to ensure smooth business operations. Employees will not be scheduled a shift in another department, but rather will provide coverage within other departments throughout their shift on a short time as needed basis.

Employees will receive proper training in other departments and will not be required to perform work they have not been trained for.

Department Managers will determine the need within their department. An employee will be assigned to provide support in another department from their own Department Manager. In the absence of a Department Manager, the assignment will come from the General Manager.

One year after ratification, the Co-operative and the Union agree to meet and discuss the viability of the Cross-Departmental Work program.

SIGNED THIS 27th DAY OF NOVEMBER , 2020 .

FOR THE UNION



Kim Novak
President

FOR THE EMPLOYER



Laurie Gehrke
General Manager

LETTER OF UNDERSTANDING #9

BETWEEN: UCLUELET CONSUMERS CO-OPERATIVE ASSOCIATION
AND UNITED FOOD & COMMERCIAL WORKERS, LOCAL 1518

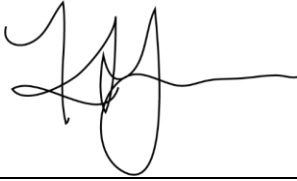
RE: PHARMACY

In the event the Co-operative opens a pharmacy inside the existing Food Store, Pharmacists would be excluded from the scope of the collective agreement.

If Clerk positions are required in a pharmacy opened inside the Food Store, those classifications would fall under the scope of the collective agreement. Clerk employees currently working at the acquired Co-op pharmacy located at 1685 Peninsula Road at the discretion of the Co-op may be first offered those positions. If these positions are offered and accepted, said clerks will become members of the Union. If said clerks do not accept those positions, the offered positions will be posted and filled as per the terms of the collective agreement.

SIGNED THIS 27th DAY OF NOVEMBER, 2020.

FOR THE UNION



Kim Novak
President

FOR THE EMPLOYER



Laurie Gehrke
General Manager

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