

# **COLLECTIVE AGREEMENT**

**Between**

**Sointula Co-operative Store Association**

**And**

**United Food and Commercial Workers, Local 1518**

**June 1, 2021 to May 31, 2024**

Ratified by member vote: **March 10, 2022**



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**MEMORANDUM OF AGREEMENT** made this 10<sup>th</sup> day of March 2022.

**BETWEEN:** **SOINTULA CO-OPERATIVE STORE ASSOCIATION**, whose principal place of business is located at Sointula, Province of British Columbia  
  
(hereinafter referred to as the "EMPLOYER")

**AND:** **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518**, Chartered by the United Food and Commercial Workers International Union  
  
(hereinafter referred to as the "UNION")

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

**NOW THEREFORE:** The Employer and the Union mutually agree as follows:

### **SECTION 1 – Bargaining Agency**

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The Employer recognizes the Union as the sole agency for the purpose of collective bargaining for all employees coming under the provisions of this Agreement employed by the Employer in Sointula, British Columbia except for the following exclusions:

- (1) General Store Manager (one (1))
- (2) Assistant Store Manager (one (1)).

### **SECTION 2 – Union Shop**

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- (a) The Employer 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 Employer shall be free to hire new employees who are not members of the Union, PROVIDED said nonmembers, 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. And further provided that when a new employee, whether full- or part-time, has worked for the Employer for ten (10) working days, the Employer shall deduct Union dues and other charges from the wages of the employee in accordance with the provisions of Section 3.
- (b) The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee their responsibility in regard to Union membership and outlining the provisions of Section 5(e) of this Agreement, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer 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 encourages each employee to take out a membership in the Co-operative.

### **SECTION 3 – Deduction of Union Dues**

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The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees and Union dues as are authorized by regular and proper vote of the membership of the Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the names of the employees from whom the deductions were made, their social insurance numbers, the amount of each deduction and the calendar period to which each deduction applies. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

### **SECTION 4 – Basic Work Week – Overtime – Statutory Holidays**

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The Employer reserves the right to schedule hours of store operations, subject to the following provisions in respect to employee hours of work, rest periods, lunch periods, overtime and statutory holidays:

- (a) The Basic Straight Time Work week shall consist of forty (40) hours to be worked in five (5) eight (8) hour days within the calendar week. This is not to be construed as a guarantee of hours.
- (b) The Basic Straight Time Workday shall consist of eight (8) hours to be worked within nine (9) consecutive hours wherever possible, with one (1) uninterrupted hour off for a meal period at approximately the middle of the workday.
- (c) Overtime Pay shall be paid at the rate of one-and-one-half (1½) times the employee's regular rate of pay for all time worked beyond the basic limits set out in Subsections (a) and (b), except for work performed on a Sunday or statutory holiday where the Subsections governing these days apply. Compensating time off shall not be given in lieu of payment for overtime worked unless mutually agreed.

A part-time employee who works less than the basic work week and restricts their availability shall sign a form so advising the Employer. Such employee shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. If an employee wishes to end their restricted status, they must advise the Employer in writing. The employee's full seniority rights will be reinstated from the date he or she advises the Employer. An employee shall not be entitled to restrict him or herself more than two (2) times per year. Hourly restrictions shall be indicated on the posted schedule.

- (d) Part-Time Employees are employees who work less than the basic straight-time work week. If required for work for more than eight (8) hours in any one day, forty (40) hours in any one week., the provisions in Subsection (c) shall apply.
- (e) Sunday Work: All work performed on Sunday shall be paid at straight time rates plus a premium of one dollar (\$1.00) per hour (fifty cents (\$0.50) for each full half hour worked).

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

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

- (f) Statutory Holidays: The following days shall be recognized as 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, National Day For Truth and Reconciliation and Boxing Day, and all other holidays proclaimed by the Federal, Provincial or Municipal Governments, provided that all other major retail grocery stores in Port Hardy and Port McNeill close on any such holiday proclaimed.

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 (1½).

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

Average hours worked in the four (4) weeks preceding the week in which a statutory holiday occurs:

- 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

When a statutory holiday falls on a Sunday, the following Monday shall be recognized as the statutory holiday unless such Monday is a statutory holiday, when another day in the week shall be allocated as a day off in lieu of the statutory holiday.

When a statutory holiday falls on a regular store closing day (i.e.: Monday), full-time employees shall be scheduled off on either the preceding Saturday or the following Tuesday or Saturday. This will enable full-time employees to have a three (3) day weekend.

For purposes of determining statutory holiday pay entitlement for full-time employees, all paid time off and hours absent due to sickness or accident shall be counted as hours worked if the full-time employee would have been scheduled to work such hours they were absent.

When an employee is required to work on a statutory holiday they will be paid at one and one half (1½) times their regular rate of pay provided they worked twenty (20) hours in the previous week.

- (g) Work Schedules: The Employer shall post a weekly work schedule for each regular full-time and part-time employee three (3) weeks in advance. Except in cases of emergency, a twenty-four (24) hour notice shall be given in writing to employees of any change in their scheduled hours.

The schedule shall show the regular starting time, meal hour period and finishing time for each employee.

Employees reporting for work according to the Work Schedule and finding their services are not required, shall receive a minimum of four (4) hours' pay at their regular rate.

Part-time employees who are not on a regular work schedule, if called to report for work by the Employer and upon reporting find their services are not required, shall receive a minimum of four (4) hours' pay at the rate at which they were called to work. Mandatory employee meetings will be exempt from this provision. It is understood that there will be no more than four (4) mandatory meetings called in a calendar year. Employees attending such meetings will be paid for the time attending the meetings, with a minimum of two (2) hours pay.

Overtime work shall, as far as possible, be avoided, but where overtime work is required, reasonable notice shall be given to employees except in cases of emergency.

Schedule changes will be verbally communicated once the schedule has been posted.

- (h) Transferability Program: Employees that are not maximized in one location may, by mutual agreement, be scheduled available hours by seniority in other departments. It is understood that this could result in split shifts, however, the Employer agrees 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.

- (i) Rest Periods: Employees shall be entitled to the following rest periods:

- Shift of up to four (4) hours: One (1) fifteen (15) minute rest period (paid)
- Shift of four (4) to six (6) hours: One additional thirty (30) minute meal period (unpaid)
- Shift of over six (6) hours: One additional fifteen (15) minute rest period (paid)

Those employees who have two (2) rest periods will be scheduled one (1) rest period before and one (1) rest period after a meal break. Employees may agree to take a one (1) hour meal break instead of a thirty (30) minute meal break. Rest periods are paid and meal breaks are

unpaid.

## SECTION 5 - Wages

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- (a) The Employer agrees to pay all persons covered by the terms of this Agreement not less than the schedule of wages contained in Appendix "A" attached hereto during such time as the Agreement is in force, provided that if an employee is receiving a wage rate in excess of the rates herein contained, such wage rates shall not be reduced by reason of the signing of this Agreement.
- (b) The Employer shall supply a Time Sheet and all employees shall record their time in full daily.
- (c) Pay periods shall be in compliance with the Provincial Law and each employee shall be provided with a statement of earnings and deductions for each pay period.
- (d) A Relieving Manager shall be appointed when the Store Manager is absent for one (1) day or more. Such Relieving Manager shall be paid, in addition to their regular pay, the sum of two dollar (\$2.00) per hour.

An employee relieving a higher pay rated employee shall be paid an additional seventy-five cents (\$0.75) per hour to their wage for relieving three (3) days or more but not more than ten (10) days. On the eleventh (11<sup>th</sup>) and subsequent days the relieving employee will be paid the higher rated employee's wage.

Relief pay is based on the higher rated employee's absence (i.e., if a higher rated employee is absent three (3) days then the junior employees will be paid based on amount of days they relieve).

Employees who are required to close/ lock up the store and perform final cash-up shall be paid the sum of two dollars (\$2.00) per hour for all time spent performing the above, with a minimum of five dollars (\$5.00). This does not apply to the Hardware store and the Gas Bar.

- (e) Credit for Previous Experience: New employees will be classified according to previous comparable experience. New employees having previous comparable experience may be paid at a lower scale of wages than their claimed experience calls for but not less than the minimum rate established by this contract, for a probationary period not to exceed sixty (60) days from the date of employment, PROVIDED that if the employees' services are retained and their experience is accepted as comparable, then after the sixty (60) day period they shall receive any difference between the probationary rate paid and the rate paid for which their experience qualified them, retroactive to date of hire, and shall receive notification showing any credit for previous experience. It is understood that the probationary period may be extended by fourteen (14) days upon mutual agreement between the Employer and the Union. The Employer shall not grant credit to those employees who are claiming previous experience if such employees have been out of the industry five (5) years or more. In no case shall an employee be granted more than six (6) months previous comparable experience.

In the event of any disagreement as to the credit granted for previous experience, such disagreement shall be considered a grievance and the grievance procedure provided in the Agreement shall apply.

## SECTION 6 – Vacations with Pay

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- (a) All full-time employees who have the following records of continuous and completed service with the Employer shall be entitled each year to the following vacations with pay at their regular rates at the time the vacations are taken.
- (1) With three (3) months but less than twelve (12) months:
    - one (1) for three (3) months and an additional day for each month to a maximum of nine (9) working days.
  - (2) One (1) year but less than three (3) years:
    - two (2) weeks.
  - (3) Three (3) years but less than eight (8) years:
    - three (3) weeks.
  - (4) Eight (8) years but less than thirteen (13) years:
    - four (4) weeks.
  - (5) Thirteen (13) years but less than eighteen (18) years:
    - five (5) weeks.
  - (6) Eighteen (18) years but less than twenty-three (23) years:
    - six (6) weeks.
  - (7) Twenty-three (23) or more years:
    - seven (7) weeks.

For purposes of vacation allowances "continuous service" shall be deemed to include any period during which an employee served in the armed forces, provided he or she was an employee of the Employer immediately prior to joining the armed forces and resumed employment with the Employer immediately following their discharge.

A calendar year of "continuous service" shall be not less than two hundred twenty-five (225) days worked.

- (b) Regular part-time employees shall be entitled to vacation periods equal to those of full-time employees and shall receive as vacation pay a minimum of four percent (4%) of their gross earnings; after three (3) years, six percent (6%) of their gross earnings; after eight (8) years, eight percent (8%) of their gross earnings; after thirteen (13) years, ten percent (10%) of their gross earnings; after eighteen (18) years, twelve percent (12%) of their gross earnings, and after twenty-three (23) years, fourteen percent (14%) of their gross earnings. Vacation pay for part-time employees shall be paid in January following the year in which the vacation pay was earned. Upon the request of the employee, vacation pay may be withheld and paid to that employee upon the start of their vacation period.
- (c) Payment for annual vacation shall be paid as part of the normal payroll cycle.
- (d) When their employment terminates, employees shall receive, for the period for which no vacation allowance has been paid, four percent (4%) of total earnings if qualified for two (2) weeks vacation or less.



Providing employees, when terminating, give at least one (1) week's notice in writing to the Employer, employees shall be paid six percent (6%) of total earnings if qualified for three (3) weeks vacation; eight percent (8%) if qualified for four (4) weeks vacation; ten percent (10%) if qualified for five (5) weeks vacation; twelve percent (12%) if qualified for six (6) weeks vacation; and fourteen percent (14%) if qualified for seven (7) weeks vacation.

- (e) Annual vacations shall be for a continuous period and shall be scheduled between April 1st and September 30th of each year unless another arrangement is mutually agreed upon by the Employer and the employee. Notwithstanding the foregoing, when an employee is entitled to more than two (2) weeks' vacation, the Employer may require the additional vacation to be taken in another continuous period during a different part of the year. Employees shall select their first two (2) weeks of vacation in order of seniority. Once everyone has had the opportunity to select their weeks, employees may select a third week, which may be in the summer and may be continuous with their first two (2) weeks, if the time is available.
- (f) A vacation schedule shall be established and posted each year by March 31st, giving preference to each employee based upon seniority. A scheduled vacation shall not be changed after April 1st except by mutual consent of Employer and employee.
- (g) All time lost because of sickness or accident not exceeding thirty-nine (39) consecutive weeks shall be considered as time worked for the purpose of determining the vacation period for which an employee qualifies.
- (h) An employee shall receive payment for any statutory holidays occurring during a vacation period in accordance with the provisions of Section 4 (g) and shall have added to the vacation period the number of days equal to the number of statutory holidays, provided that if in the opinion of the Employer the extra days' vacation will interfere with vacation schedules or hamper operation of the store, the Employer may require the employee to return to work without the extra days' vacation, in which case the employee shall be paid at one and one half (1½) times the straight time rate for all hours worked on such days. The provisions of Section 4 (d) shall apply to such days.

## **SECTION 7 – Notice Required or Pay Required in Lieu of Notice in Cases of Dismissal or Layoffs**

The Employer further agrees that in the event of the Employer desiring to dismiss an employee hereunder who has been in the employ of the Employer for over five (5) years, that such employee shall be given four (4) weeks' notice in writing or shall be paid four (4) weeks' wages in lieu thereof, that any employee who has been employed over two (2) years but not over five (5) years shall be given two (2) weeks' notice in writing or two (2) weeks' wages in lieu thereof, and further, that any employee other than a part-time employee shall be entitled to one (1) week's notice in writing or one (1) week's wages in lieu thereof, provided, however, the Employer shall not be deemed obligated to give any notice whatsoever or to give any pay in lieu thereof to any employee who is guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty, **or dismissal for “just cause”**. **This does not remove the Co-operative's obligation under the Human Rights Code for reasonable accommodation in the workplace.**

## SECTION 8 – Severance Pay

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In addition to any payments made under the provision of Section 7 but subject to the same provision stated therein in respect of discharge for cause, the Employer shall pay to each employee on termination of employment by retirement or layoff, severance pay in accordance with the following terms:

- (a) One (1) week's pay for each completed year of regular full-time or part-time employment at the regular straight time rate of pay at the time employment terminates, up to a maximum of ten (10) weeks' pay. **For retirement, it will be up to a maximum of eight (8) weeks' pay.**
- (b) Payment for any part of a year not yet completed at the time of termination of employment, before ten (10) completed years **or eight (8) completed years for retirement**, shall be pro rata of the amount payable for a completed year under the terms of Subsection (a).
- (c) Determination of a completed year of regular employment shall be **not less than two hundred twenty-five (225) days worked in a calendar year.**

**The retirement benefit outlined under this section shall only apply to employees hired prior to the date of ratification (August 24, 2018).**

## SECTION 9 – Recognition of Management's and Employees' Rights

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- (a) The Union agrees that the management of the business, including the right to plan, direct and control store operations, the direction of the working force, the hiring and discharge of employees, and those matters requiring judgment as to competency of the employees are the sole right and function of the Employer; and further agrees that the foregoing enumeration of Management's Rights shall not be deemed to exclude other recognized functions of management not specifically referred to in this Agreement. The Employer, therefore, retains all rights not specifically restricted by this Agreement.
- (b) The Employer agrees that exercise of Management's Rights shall not alter or override any of the provisions of this Agreement.  
  
During the first ninety (90) calendar days of employment, each new employee shall be on probation. The decision whether or not to retain an employee's services shall be the sole right of the Employer, and such decision shall not be the subject of a grievance.
- (c) No employee shall be discharged without just cause. No employee will 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.
- (d) Any employee alleging wrongful dismissal may place their allegation before the Union Representative and, if the Union Representative considers the allegation well-founded, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement.
- (e) Seniority shall mean length of continuous service with the Employer. In all matters covered by this Agreement where seniority is relevant, including layoffs, rehiring, promotions and demotions, the principle of seniority shall apply. The intent of this clause is that an employee

with the most service shall have precedence over an employee with less service, providing that qualifications and other relevant factors are reasonably equal.

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.

Where there is a reduction in hours, employees shall have the right to exercise their seniority for the purpose of claiming available hours in other classifications.

Promotions and vacancies within the scope of this Agreement shall be filled or assigned on the basis of seniority, provided the employee has sufficient and comparable merit and ability. The Employer agrees not to discriminate on a prohibited ground when selecting the successful applicant. It is further agreed that all employees shall have the right to apply for posted positions. An appropriate trial period shall be given at the end of which time the employee shall receive a written evaluation. If an employee cannot satisfactorily perform the duties following the trial period, they shall be returned to their former position without loss of seniority. The scheduling of call-ins shall be done on the basis of seniority to perform work on a temporary basis, provided sufficient and comparable merit and ability has been previously demonstrated.

Call-ins shall be defined to include hours that become available after the schedule is prepared as a result of illness or other reason for unavailability of employees to work a scheduled shift, or as a result of temporary increases in business for a period of two (2) weeks or less in duration.

All vacant jobs will be posted for a minimum of seven (7) days. Employees who are away from work for longer than seven (7) days will receive a copy of the posting.

- (f) The Employer agrees not to permit anyone not a member of the Union to perform work customarily performed by a member of the Union except in an emergency.
- (g) In the event of a sale of the business the Employer as vendor agrees to stipulate in an Agreement with the purchaser that the rights and entitlements of the employees as provided by this Agreement shall be continued and maintained for the duration of this Agreement; in particular, the Employer agrees to ensure that should the purchaser not wish to retain the services of any or all the employees, the provisions of Section 7 will be complied with; and further, and in any event in the case of a sale of the business, the Employer agrees to ensure that the then existing benefit entitlements of each and every employee under Section 6 (Vacations With Pay) and Section 8 (Severance Pay) are paid or guaranteed.
- (h) In the event of a department closure:
  - (1) Affected employees shall have the rights under Section 8; *or*
  - (2) An employee will be entitled to exercise their seniority into another department. All such employees will be subject to a thirty (30)-day training and trial period. There will be a review at fifteen (15) days. In the event the employee is unable to satisfactorily perform the duties of the new classification they may access the provisions of Section 8. The Union Representative will be contacted prior to any department closure.

## **SECTION 10 – Grievance Procedure**

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

Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union representative or representatives and the Employer representative or representatives shall meet and in good faith shall earnestly endeavour to settle the grievance submitted. All grievances must be presented in writing within **fourteen (14)** days of the day of the event or occurrence giving rise to the alleged grievance; failing the preceding, all rights to present a grievance shall be forfeited by the Union and the employee concerned. 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 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 11 of this Agreement.

In the event that the decision is made to reinstate an employee, he or she shall receive full pay for all time lost following dismissal and prior to reinstatement.

## **SECTION 11 – Board of Arbitration**

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

**The Co-operative and the Union** shall, within **fifteen (15)** days (excluding Sundays and holidays), choose **one (1)** member to act as Chairman **that is acceptable to both parties**. In the event of failure of the Union and the Employer to agree upon a Chairman within the **fifteen (15)** day period specified, the Labour Relations Board (B.C.) shall be immediately requested to name a member who shall act as Chairman of the Board of Arbitration.

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

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

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

## **SECTION 12 – General Provisions**

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- (a) The Employer agrees to maintain adequate heating facilities in the store, in accordance with the minimums and maximums prescribed by Provincial legislation.

(b) The Employer agrees to supply each employee with uniforms or protective clothing free of charge. Such uniforms or clothing shall be laundered at the Employer's expense. The Employer shall supply proper safety equipment for the fuel station as approved by the appropriate provincial authority.

(c) Employee Discounts: All employees shall be granted price discounts as follows:

(1) Ten percent (10%) discount on Dry Goods and Hardware on "in stock" items.

(2) "Special order" merchandise (i.e.: major appliances, T.V.) to be handled at cost plus fifteen percent (15%) to Co-operative members.

(3) It is understood that this discount policy does not apply to "food store" purchases.

Discount purchases for part-time employees shall be restricted to an amount equal to the annual salary earned by that part-time employee.

(d) 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. Each employee will be provided with a copy of the Company policy as stated above.

(e) Duty to Accommodate: The Employer will share with the Union the full details of a proposed Accommodation prior to implementation so that the Union has the opportunity to critique and participate in finalizing the details of the Accommodation.

(f) Power Outage: In the event of a power outage and as a result employees are sent home from work they will be paid for all actual hours worked with a minimum of four hours pay.

### **SECTION 13 – Health and Welfare**

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(a) The parties agree that employees may use up to five (5) days from their accumulated sick leave per year to attend to the medical needs of their minor children.

Employees found to be abusing this privilege shall be disciplined by the Employer. In such cases, the Employer may discontinue or reduce the benefit of the employee or terminate the employee.

Furthermore, the Employer reserves the right to terminate this provision in the event of abuse by any employee. This step will not be taken without consultation with the Union.

1. Each regular full-time employee shall be allowed one half (½) day per month sick leave without loss of pay.
2. Unused sick leave shall be cumulative to a maximum of twenty-five (25) days. The Employer may require an employee to produce a certificate from a qualified medical practitioner if continuous absence exceeds five (5) days.
3. Sick leave benefits shall not apply to nor be affected by any absence which is covered by the Weekly Indemnity Insurance Plan.

4. A regular full-time employee shall be an employee that works one hundred seventy-three and one third (173 1/3) hours per month or more.

Notwithstanding the foregoing,

1. Employees who average more than thirty-two (32) hours a week in a month shall be allowed one-half (1/2) day per month sick leave.
2. Employees who work more than twenty (20) hours, but less than thirty-two (32) hours shall be allowed one-quarter (1/4) day per month sick leave.

In all cases, employees shall be limited to twenty-five (25) days **accumulated** sick leave.

All paid time off such as statutory holiday, 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.

- (b) Health and Dental Benefits: The Employer agrees to provide a Group **Benefits** Plan for regular full-time and regular part-time employees who **have been employed greater than ninety (90) days and** work a minimum of **twenty-four (24)** per week averaged over a thirteen (13) week period. The Plan will include Dental, Health, Long-Term Disability, Life Insurance and Extended Care Benefits (Eyeglasses, Hearing Aids, Prescriptions).
- (c) Employees shall be eligible to enroll in the Plan after **ninety (90)** days of employment and enrollment shall then be compulsory at the option of the Employer.

The Plan shall provide benefits as follows:

Long-Term Disability Benefits shall be paid commencing on the fifteenth (15<sup>th</sup>) day of absence due to sickness or non-occupational accident. Long-Term Disability payments shall be in the amount of sixty-seven percent (67%) of straight time rates of pay.

- (d) The benefits provided under Subsection (b) shall remain in force during the life of this Agreement unless altered or amended by mutual consent, and the costs thereof shall be paid on a contributory basis, fifty percent (50%) by the Employer and fifty percent (50%) by the employees through payroll deductions. The premiums for the Dental Plan will be paid one hundred percent (100%) by the Co-operative.
- (f) Medical Reports: The Employer agrees to reimburse the employee for the cost of medical reports required by the Employer.

## **SECTION 14 – Retail Clerks Industry Pension Plan**

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Effective January 1, 1999, the Employer agrees to contribute an amount equal to six percent (6%) of all earnings, less taxable benefits, on behalf of each employee covered by this agreement. Effective January 1, 2000, this contribution shall increase to seven percent (7%); on January 1, 2001, this will increase to eight percent (8%).

After January 1, 1999, the employee 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 biweekly period from Sunday through Saturday used by the Employer for payment of earnings.

The Employer 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 Employer and the Union agree to be bound by the actions taken by the Employer and Union Trustees under the plan.

### **SECTION 15 – Recognition of Stewards**

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The Employer agrees to recognize Union Stewards elected or appointed by the Union from employees of the Bargaining Unit upon being notified in writing by the Union of the election or appointment. Shop Stewards will be allowed to wear Shop Steward badges while on duty.

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 fifteen (15) minutes, shall not result in overtime, and shall not unduly interfere with the employee's regular duties. The General Manager, or their designate, will inform the Shop Steward 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.

When a Shop Steward is investigating a grievance or a complaint on company time, the Steward must first obtain permission from their immediate Supervisor or the General Manager. Such permission will not be unreasonably withheld.

### **SECTION 16 – Leaves of Absence**

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- (a) Leave of absence without pay, without loss of seniority or other benefits, shall be granted to employees who are absent for the purpose of attending Union functions such as conventions, conferences, schools, seminars. Such leaves of absence shall be restricted to no more than two (2) employees at any one time.

When an employee attends Union functions such as conferences, conventions, schools, seminars, etc., the Employer agrees to pay the employees involved for all wages and benefits as the employee would have received had he been at work, and the Union agrees to reimburse the Employer upon receipt of billing.

The Union agrees to notify the Employer at least four (4) weeks prior to said functions.

- (b) All employees shall be entitled to a one (1) year Leave of Absence for any reason. The Employer and the Union agree that employees granted leave under this provision shall neither gain nor lose seniority. Employees may return from such leave early, however, they must give the General Manager one (1) month's notice of their early return.

- (c) Funeral and Bereavement Leave: In the event of death of a brother, sister, mother-in-law,

father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, or any relative living in the household of the employee, the Employer will grant up to one (1) week's paid compassionate Leave of Absence. This leave will be granted to attend the funeral and such time off must be taken at the time of bereavement. In the event of death of spouse, father, mother, stepfather, stepmother, or child, the employee shall be entitled to one (1) week's leave of absence with pay at the time of bereavement. It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks.

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

An employee's day off will not be altered to circumvent funeral leave benefit. This leave may be extended, with the agreement of the Employer, by using vacation time, or requested time off.

Upon written request by the employee, the Employer shall, in writing, grant leave of absence without pay additional to the period granted with pay up to a maximum of two (2) weeks.

- (d) Leave of Absence: Full-time employees shall be entitled to a two (2) month unpaid leave of absence once every three (3) years. Employees requesting a leave of absence must apply in writing to the Employer at least three (3) months in advance of any such leave.

If two (2) or more employees request the same time off, seniority shall apply. It is further understood that such leaves of absence will not be granted for the purpose of taking other employment, except with the express permission of the Employer.

- (e) Maternity Leave: As per employment standards.

- (f) Parenting Leave: An employee **who does not take maternity leave**, or upon the adoption of a preschool age child or children, shall be entitled to an unpaid Leave of Absence of up to five (5) days at the time of birth or adoption of their child.

- (g) Take-A-Break Leave of Absence: After working a total of one thousand and forty (1,040) hours, employees are entitled to apply for a Take-A-Break (TAB) leave of absence up to a maximum of forty (40) days per year (but not to exceed eight [8] calendar weeks in duration), subject to the following conditions:

1. Applications for such leaves must be in writing and are subject to the approval of the Department Manager and the General Manager. Applications will be made at least one (1) month prior to the start of the requested 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 without additional training.
3. While an employee is on leave as described in this section, and as a result of the leave the employee's benefit coverage lapses, the employee shall have the option of maintaining their benefits. In this case, the employee shall bear all costs and premiums charged in maintaining the benefits.
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 length) provided the cumulative total days where a Take-A-Break leave is taken does not exceed forty (40) 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.

(h) Compassionate Care Leave: An employee will be granted time off from work without pay, to a maximum of **twenty-eight (28)** 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.

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

(i) Education Leave: Employees with two (2) years or more of continuous service with the Co-operative shall be entitled to an unpaid educational leave of absence for the length of the course, to a maximum of one (1) year without gain or loss of seniority as of the time the employee leaves. The following terms and conditions shall apply to such leaves:

1. One (1) employee at any one time shall be eligible for educational leave.
2. Written application for the leave shall be subject to approval from 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 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 allowed to pay their pre-leave benefit status for MSP, EHB, HEP and Life Insurance in advance by quarterly installments.

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

- (j) Domestic Violence Leave: Employees eligible for leaves under Section 16, subsections (b), (d), and (g), may use said leaves as required for Domestic Violence leave. The Co- operative will work with employees to ensure on a good faith basis to provide such unpaid leave as required. Leaves used under this section are in addition to the amounts provided for in the B.C. Employment Standards Act.

## **SECTION 17 – Health and Safety**

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A joint Health and Safety Committee to be established consisting minimally of:

- two (2) employees selected by the Union
- the manager
- and a fourth (4th) person appointed by the Board

The manager may, from time to time, appoint another employee to act on their behalf.

Such committee is to meet as is required by the provincial Occupational Health and Safety regulations for discussion of health and safety matters. The meetings shall be directed to matters concerning the correction of unsafe conditions and practices and the maintenance of co-operative interest in the safety of the work force.

Meeting time is to be paid at the straight time rate.

### Health and Safety Committee Training

(1) Each member of a joint committee is entitled to an annual educational leave totaling 8 hours, or a longer period if prescribed by provincial regulation, for the purposes of attending occupational health and safety training courses conducted by or with the approval of the Board.

(2) A member of the joint committee may designate another member as being entitled to take all or part of the member's educational leave.

(3) The employer must provide the educational leave under this section without loss of pay or other benefits and must pay for, or reimburse the worker for, the costs of the training course and the reasonable costs of attending the course.

## **SECTION 18 – Joint Labour Management Committee**

---

The Co-operative agrees to establish a Joint Labour Management Committee. A minimum of one (1) shop steward shall sit on the committee as appointed by the Union.

The purpose of these meetings is to promote a harmonious relationship between management and the employees at store level.

## **SECTION 19 – Expiration and Renewal**

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The parties agree to amend dates in section 19 of the agreement to reflect a four (4) year deal.

This Agreement shall be for the period from and including **June 1, 2021** to and including

**May 31, 2024** and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding **May 31, 2024** in writing, effective or any subsequent anniversary thereafter to:

- (a) terminate this Agreement, in writing, effective **May 31, 2024** 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 Employer gives notice of lockout in compliance with the *Labour Relations Code* of British Columbia.

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

SIGNED THIS 15 DAY OF Sept, 2022.

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



**Kim Novak, President**

**FOR THE EMPLOYER  
SOINTULA CO-OPERATIVE STORE  
ASSOCIATION**

**Tosha Nelson**

## APPENDIX A – Wage Schedule

### SCHEDULE OF HOURS TO DETERMINE RATE INCREASES

**When the BC minimum wage increases in June of each year, as currently legislated, the wage scaled related to that year/increase will be implemented. If the minimum wage does not increase as legislated in June 2019, 2020 or 2021, the Parties will meet to discuss and negotiate in good faith regarding wage scales, and the discussions will be based on what the wage scaled would have been, factoring in the negotiated increases, exclusive of minimum wage impacts. In the event no agreement is reached, any dispute may be referred to Arbitration.**

Minimum Wage Adjustment: Wage rate will be adjusted to a minimum of \$0.10 above minimum wage, should the Provincial minimum wage increase over the scale rates, over the duration of the contract.

Retro Pay: All wage increases will be paid retroactive to expiry of the previous agreement, May 31, 2021, to date of ratification and will be paid to all active employees within sixty (60) calendar days of ratification of the agreement.

#### Wage Increases

- Year 1 (2021) – Wage compression - adjustment to wage scale, cents increase
- Year 2 (2022) – 1.5%
- Year 3 (2023) – 1.5%
- Year 4 (2024) – 2.0%

		Current	Effective June 2021	Effective June 2022	Effective June 2023	Effective June 2024
<b>Hours Worked</b>	<b>Grocery/Produce/Gas Pump Attendant</b>					
<b>Less than 520</b>	<b>Start</b>	\$ 15.20	\$ 15.70	\$ 15.94	\$ 16.18	\$ 16.50
<b>520</b>	<b>3 months</b>	\$ 15.20	\$ 16.20	\$ 16.44	\$ 16.69	\$ 17.02
<b>1040</b>	<b>6 months</b>	\$ 15.20	\$ 16.70	\$ 16.95	\$ 17.20	\$ 17.54
<b>2080</b>	<b>12 months</b>	\$ 15.20	\$ 17.20	\$ 17.46	\$ 17.72	\$ 18.07
<b>3120</b>	<b>18 months</b>	\$ 15.20	\$ 17.70	\$ 17.97	\$ 18.24	\$ 18.60
<b>4160</b>	<b>24 months</b>	\$ 15.71	\$ 18.35	\$ 18.63	\$ 18.91	\$ 19.29

		Current	Effective June 2021	Effective June 2022	Effective June 2023	Effective June 2024
<b>Hours Worked</b>	<b>Hardware Department/Meat Department/Produce Department Head</b>					
<b>Less than 520</b>	<b>Start</b>	\$ 15.20	\$ 16.00	\$ 16.24	\$ 16.48	\$ 16.81
<b>520</b>	<b>3 months</b>	\$ 15.20	\$ 16.35	\$ 16.60	\$ 16.85	\$ 17.19
<b>1040</b>	<b>6 months</b>	\$ 15.20	\$ 17.00	\$ 17.26	\$ 17.52	\$ 17.87
<b>2080</b>	<b>12 months</b>	\$ 15.20	\$ 17.65	\$ 17.91	\$ 18.18	\$ 18.54
<b>3120</b>	<b>18 months</b>	\$ 15.20	\$ 18.30	\$ 18.57	\$ 18.85	\$ 19.23
<b>4160</b>	<b>24 months</b>	\$ 17.11	\$ 18.95	\$ 19.23	\$ 19.52	\$ 19.91

**Isabell Kelley, current wage \$17.05 in Meat Department, will move to Hardware Department/Meat Department she will be placed at the 3120 hour rate of \$18.30.**

		Current	Effective June 2021	Effective June 2022	Effective June 2023	Effective June 2024
<b>Hours Worked</b>	<b>Gas Bar Department Head</b>					
<b>Less than 520</b>	<b>Start</b>	<b>\$ 15.20</b>	<b>\$ 16.00</b>	<b>\$ 16.24</b>	<b>\$ 16.48</b>	<b>\$ 16.81</b>
<b>520</b>	<b>3 months</b>	<b>\$ 15.20</b>	<b>\$ 16.45</b>	<b>\$ 16.70</b>	<b>\$ 16.95</b>	<b>\$ 17.29</b>
<b>1040</b>	<b>6 months</b>	<b>\$ 15.20</b>	<b>\$ 17.20</b>	<b>\$ 17.46</b>	<b>\$ 17.72</b>	<b>\$ 18.07</b>
<b>2080</b>	<b>12 months</b>	<b>\$ 15.20</b>	<b>\$ 17.95</b>	<b>\$ 18.22</b>	<b>\$ 18.49</b>	<b>\$ 18.86</b>
<b>3120</b>	<b>18 months</b>	<b>\$ 15.67</b>	<b>\$ 18.70</b>	<b>\$ 18.98</b>	<b>\$ 19.26</b>	<b>\$ 19.65</b>
<b>4160</b>	<b>24 months</b>	<b>\$ 16.86</b>	<b>\$ 19.45</b>	<b>\$ 19.74</b>	<b>\$ 20.04</b>	<b>\$ 20.44</b>

		Current	Effective June 2021	Effective June 2022	Effective June 2023	Effective June 2024
<b>Hours Worked</b>	<b>Office Clerks</b>					
<b>Less than 520</b>	<b>Start</b>	<b>\$ 15.20</b>	<b>\$ 16.18</b>	<b>\$ 16.42</b>	<b>\$ 16.67</b>	<b>\$ 17.00</b>
<b>520</b>	<b>3 months</b>	<b>\$ 15.20</b>	<b>\$ 17.18</b>	<b>\$ 17.44</b>	<b>\$ 17.70</b>	<b>\$ 18.05</b>
<b>1040</b>	<b>6 months</b>	<b>\$ 15.20</b>	<b>\$ 18.18</b>	<b>\$ 18.45</b>	<b>\$ 18.73</b>	<b>\$ 19.10</b>
<b>2080</b>	<b>12 months</b>	<b>\$ 15.20</b>	<b>\$ 19.18</b>	<b>\$ 19.47</b>	<b>\$ 19.76</b>	<b>\$ 20.16</b>
<b>3120</b>	<b>18 months</b>	<b>\$ 15.20</b>	<b>\$ 20.18</b>	<b>\$ 20.48</b>	<b>\$ 20.79</b>	<b>\$ 21.21</b>

**LETTER OF UNDERSTANDING #1**

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**Weekly Indemnity Plan and Extended Health Plans**

Effective October 1, 2007, the Co-operative will change their Weekly Indemnity Plan and Extended Health Plans to the Long Term Disability and Extended Health Plans insured by the Co-operators. The Long Term Disability Plan will have a fourteen (14) day waiting period and will be carried up to the age of 60 (Plan B, Option II). The Extended Health Plan will be the option with 100% reimbursement of covered expenses..

The Group Life Insurance shall be as outlined in GL 369 as provided by the Co-operators Life Insurance Company.

In the event of a change to a different insurance carrier, the benefits provided by the Co-operative will not be decreased.

SIGNED THIS 13TH day of JUNE, 2007.

RENEWED AS AMENDED THIS 7TH DAY OF FEBRUARY, 2011.

RENEWED THIS 23RD DAY OF JANUARY, 2013.

RENEWED THIS 7TH DAY OF MAY, 2015.

RENEWED THIS 24TH DAY OF August, 2018.

RENEWED THIS 10TH DAY OF March, 2022.

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



\_\_\_\_\_  
Kim Novak, President

**FOR THE EMPLOYER  
SOINTULA CO-OPERATIVE STORE  
ASSOCIATION**

\_\_\_\_\_  
Tosha Nelson

**LETTER OF UNDERSTANDING #2**

---

**Call Ins**

Part-time employees, based on their availability as provided to the Co-operative per Section 4 (c) shall be required to accept call-ins if they are provided with 24 hours' notice prior to the shift start, and do not have a Requested Time Off record on file for that date. Employees who fail to work these shifts shall be subject to a progressive disciplinary process, up to and including termination.

Call-ins shall be as defined in Section 9 (e).

SIGNED THIS 24th day of August, 2018.

**RENEWED THIS 10TH DAY OF March, 2022.**

FOR THE UNION  
UNITED FOOD & COMMERCIAL  
WORKERS, LOCAL 1518

FOR THE EMPLOYER  
SOINTULA CO-OPERATIVE STORE  
ASSOCIATION



**Tosha Nelson**

---

Kim Novak, President

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Signature: Tosha Nelson  
Tosha Nelson (Sep 15, 2022 11:34 PDT)

Email: coopointulagm@recn.ca

