

COLLECTIVE AGREEMENT

Between

Sointula Co-operative Store Association

And

United Food and Commercial Workers, Local 1518

June 1, 2025 to May 31, 2029

Ratified by member vote: September 11, 2025

Contents

Preamble.....	1
SECTION 1 – Bargaining Agency	1
SECTION 2 – Union Security	1
SECTION 3 – Deduction of Union Dues.....	2
SECTION 4 – Basic Work Week – Overtime – Statutory Holidays.....	2
SECTION 5 - Wages.....	5
SECTION 6 – Vacations with Pay	6
SECTION 7 – Notice Required or Pay Required in Lieu of Notice in Cases of Dismissal or Layoffs	7
SECTION 8 – Severance Pay.....	7
SECTION 9 – Recognition of Rights	8
SECTION 10 – Grievance Procedure.....	9
SECTION 11 – Board of Arbitration	10
SECTION 12 – General Provisions	10
SECTION 13 – Health and Welfare.....	11
SECTION 14 – Retail Clerks Industry Pension Plan.....	12
SECTION 15 – Recognition of Stewards.....	13
SECTION 16 – Leaves of Absence.....	13
SECTION 17 – Health and Safety.....	16
SECTION 18 – Joint Labour Management Committee	16
SECTION 19 – Expiration and Renewal.....	16
APPENDIX A – Wage Schedule	18

MEMORANDUM OF AGREEMENT made this 28th day of August, 2025.

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")

Preamble

The Sointula Co-operative Association is located in the community of Sointula, which is a small coastal fishing village in the ancestral, traditional and unceded homelands of Kwakwaka'wakw Peoples, specifically the uncoded territories of the 'Namgis, Mamalilikala, and Kwagu'ł Nations. Sointula in Kwak'wala is Tlatłaskudis, which means "seaward opposite beaches". The Sointula Cooperative was originally formed by early Finnish settlers in 1909 and has since become the oldest continuously operating co-op in Western Canada. As a business operating in Kwakwaka'wakw homelands, the Employer and Union shall continue to build strong and respectful relationships with the Nations in whose homelands we operate.

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

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 Security

- (a) **The Employer agrees that all present employees covered by this Agreement shall remain members of the Union as a condition of employment and all future employees of the Employer, except those excluded as set out in Section 1, of this Agreement, shall immediately upon employment become and remain members of the Union as a condition of employment.**

- (b) The Employer agrees to provide each new employee at the time of employment with a 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, **phone number, email (if provided by the employee to the Co-operative)**, and address of each employee along with the employee's date of hire. The Employer further agrees to provide the Union once a **quarter with a list containing names of all employee who have terminated their employment during the preceding three (3) months.**
- (c) The Union **will speak to new hires on the benefits of membership and** encourage each employee to take out a membership in the Co-operative.

SECTION 3 – Deduction of Union Dues

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

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.
- (d) **Restriction of Availability:** 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 **they** advise the Employer.

A new employee must state their availability upon hire and shall not be eligible to reduce this availability for the first six (6) months of employment. An employee shall not be entitled to restrict **themselves** more than two (2) times per year.

Hourly restrictions shall be indicated on the posted schedule.

- (e) **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.
- (f) **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.
- (g) **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 **eligible to request to take the scheduled day off in either the week proceeding, week of, or week after the statutory holiday. This request must be submitted no-more than four (4) and no less than three (3) weeks prior to the statutory holiday, which falls on a regular store closing day. The employer will approve or deny requests based on operational requirements, with seniority being a factor in the approval process.**

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.

- (h) **Open/Close Scheduling: All Hardware and Gas Bar opening and closing shifts shall be required to be scheduled at least fifteen (15) to thirty (30) minutes before and after store opening/closing times.**
- (i) 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.

- (j) 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.

(k) 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

- (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) **Relief Pay**: A relieving Manager shall be appointed, **in writing**, when the Store Manager is absent for **three (3) days** 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 (11th) 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**: **If a new employee has relevant working experience, as determined by the Employer, they may be placed at a higher step on the wage scale upon hire. The Employer shall provide evidence of comparable experience to the Union, upon request.**

SECTION 6 – Vacations with Pay

- (a) **Vacation Time and Vacation Pay:** All employees shall receive Vacation Time and Vacation Pay, as follows:

Years of Service	Vacation Time	Vacation Pay (% of wages during calendar year)
3 months but less than 12 months	one (1) for three (3) months and an additional day for each month to a maximum of nine (9) working days	4%
0 to 3	2 weeks	4%
3 or more	3 weeks	6%
8 or more	4 weeks	8%
13 or more	5 weeks	10%
18 or more	6 weeks	12%
23 years	7 weeks	14%

- (b) Payment for annual vacation shall be paid as part of the normal payroll cycle.
- (c) 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) weeks' 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.
- (d) **Vacation Scheduling:** Vacation Time must be taken during the calendar year in which it is awarded or until March 31 of the following year. The Co-operative reserves the right to schedule employees' vacation if they do not schedule it themselves.

The Co-operative shall request employee selections for vacation for a given calendar year by January 1, and employees shall make their selection of vacation by no later than January 15. The Co-operative shall post the approved vacation schedule by no later than February 28.

Subject to these scheduling provisions, the choice of vacation shall be granted to employees on the basis of seniority except where the period requested would be detrimental to the operation of the Co-operative's business.

A maximum of two (2) weeks of an employee's Vacation Time may be taken between July 1 to August 31. Once everyone has had the opportunity to select their weeks, employees may select, by seniority, a third week between July 1 to August 31, should the time be available.

A maximum of three (3) weeks of an employee's Vacation Time may be taken consecutively, subject to operational needs of the Co-operative.

Employees may request to take vacation in increments of less than one (1) week.

Requests must be made during the vacation selection process once all employees have had the opportunity to select their full weeks of vacation. Vacations of less than one (1) week are subject to the operational needs of the Co-operative.

Once the approved vacation schedule has been posted, it shall only be changed by mutual agreement between the affected employee and the Co-operative.

- (e) 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.
- (f) **When a statutory holiday occurs during an employee's vacation, an extra day's vacation shall be granted if the holiday is one which the employee would normally have received had the employee been working.**

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

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. **Should an employee have years in which they did not achieve two hundred twenty-five (225) days worked, those years shall be removed from the calculation, and the year will be bridged.**

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 Rights

(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.

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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. work 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.

Part-time employees, based on their availability as provided to the Co-operative per Section 4, 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.

- (k) **Clerks Work Clause:** There shall be limits on the amount of bargaining unit work the exclusions outlined in Section 1 may do on a regular basis, as the primary responsibilities of employees excluded from the Bargaining Unit are managerial in nature. It is not the intent of the Employer to utilize excluded personnel to deny hours to Bargaining Unit employees.
- (l) 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.
- (m) 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 training and trial period **of ten (10) continuous shifts**. 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

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

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

- (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 **who are Co-op Members** shall be granted price discounts as follows:
 - (1) **Fifteen percent (15%)** discount on Dry Goods and Hardware "in stock" items, **excluding food, fuel, tobacco and alcohol.**
 - (2) "Special order" merchandise (**e.g.**: major appliances, T.V.) to be handled at cost plus **twenty percent (20%).**
- (d) The Employer recognizes the rights of employees to work in an environment free from harassment, **bullying, and racism**. Where an employee alleges that harassment, **bullying or racism** has occurred on the job, the employee shall have the right to grieve under the Collective Agreement. Where an allegation 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, bullying, and racism** be available and accessible to all

employees. Each employee will be provided with a copy of the Company policy as stated above. **Failure to adhere to the Company policy may result in workplace discipline, up to and including termination of employment.**

- (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.
- (g) **Employee's Personnel File: A copy of the formal discipline report to be entered on an employee's file will be given to the employee. The employee will be required to sign the 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. Formal discipline reports will be removed from the employee's file eighteen (18) months after the date the report was issued, except in the cases of proven harassment, bullying, or racism.**

Subject to giving the Cooperative advance notice, employees shall have access to their personnel file with supervision.

- (h) Training: Should the Employer require an employee to relieve in a department where they have not yet been trained, there shall be a minimum of sixteen (16) hours provided for training purposes, by the Department Head, prior to the needed relief. If the employee is expected to cover in a department where they haven't been scheduled in over six (6) months' time, the employee may request 'refresher' training.

SECTION 13 – Health and Welfare

- (a) Sick Leave: 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.
 - 1. Each regular full-time employee shall **accumulate six (6) hours** per month sick leave.
 - 2. **Employees who work more than twenty (20) hours, but less than forty (40) hours, accumulate four (4) hours per month sick leave.**
 - 3. Unused sick leave shall be cumulative to a maximum of **two hundred (200) hours**. The Employer may require an employee to produce a certificate from a qualified medical practitioner if continuous absence exceeds five (5) days.
 - 4. Sick leave benefits shall not apply to nor be affected by any absence which is covered by the Weekly Indemnity Insurance Plan. A regular full-time employee shall be an employee that works **forty (40) hours over a period of thirteen (13)**.

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 (15th) 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.
- (e) **In the event of a change to a different insurance carrier, the benefits provided by the Co-operative will not be decreased.**
- (f) Medical Reports: The Employer agrees to reimburse the employee for the cost of medical reports required by the Employer.
- (g) **Where medical and/or dental appointments cannot be scheduled outside the employee's working hours, sick leave credits can be used. Travel to and from a personal medical appointment where the travel is greater than 100 kilometers or requires travel by ferry, shall be included as reasons for sick leave with pay to be granted. The employee shall be able to utilize their paid sick time to care for their sick child, or to take their child to seek medical assistance.**

SECTION 14 – Retail Clerks Industry Pension Plan

The Employer agrees to contribute an amount equal to **eight percent (8%)** of all earnings, less taxable benefits, on behalf of each employee covered by this agreement, **except those older than seventy-one (71) years old.**

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 - 70 years of age	4%
71 years of age and older.....	0%

Changes in contribution rates shall be effective from the first day of the pay period following the attainment of age 30, 40, 50, **and 71** 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

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

- (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 **request to** return from such leave early, however, they must give the General Manager one (1) month's notice of their early return **request**.

Requests for a 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.

- (c) Funeral and Bereavement Leave: In the event of death of a **sibling, parent-in-law, sibling-in-law, grandparent**, 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/**common-law partner, parent, step-parent**, 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) **Job Protected Leaves**: The employer provides job protected leaves at the current levels prescribed in the BC Employment Standards Act, such as but not limited to, Compassionate Care Leave, Maternity/Paternity Leave, Injury or Illness Leave, and Family Responsibility Leave. Further details can be found at gov.bc.ca. In the event the BC ESA job protected leave provisions are decreased, employees shall be red-circled at the 2025 levels and shall not suffer a reduction in entitlement.

- (f) 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.

(g) 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 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.

(h) 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

With prior notification to the employer, one (1) member of the Bargaining Unit shall be elected by the Bargaining Unit or shall be appointed by the Union, to serve as a Worker Health and Safety Representative. The H&S Representative shall function in accordance with WorkSafe BC requirements.

Should the Co-Operative employ enough employees to constitute a Joint Committee, the Committee will be elected or appointed by the Union.

Health and Safety Committee Training:

1. **Health and Safety Representatives** are entitled to 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. **Health and Safety Representatives** may designate another member as being entitled to take all or part of the member's **annual** 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

This Agreement shall be for the period from and including June 1, **2025**, to and including May 31, **2029**, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding **May 31, 2009**, in writing, effective on any subsequent anniversary thereafter to:

- (a) terminate this Agreement, in writing, effective **May 31, 2029**, 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 13th day of November, 2025.

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



Patrick Johnson, President

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



Jenny Salo (Nov 13, 2025 18:43:30 PST)

Jenny Salo on behalf of Sointula Co-operative

APPENDIX A – Wage Schedule

		Effective June 1, 2025	Effective June 1, 2026	Effective June 1, 2027	Effective June 1, 2028
Hours Worked	Grocery/Produce/Gas Pump Attendant				
Start		\$18.10	\$18.73	\$19.39	\$20.07
520	3 months	\$18.48	\$19.13	\$19.80	\$20.49
1040	6 months	\$18.87	\$19.53	\$20.21	\$20.92
2080	12 months	\$19.43	\$20.11	\$20.81	\$21.54
3120	18 months	\$20.00	\$20.70	\$21.42	\$22.17
4160	24 months	\$20.74	\$21.47	\$22.22	\$23.00

		Effective June 1, 2025	Effective June 1, 2026	Effective June 1, 2027	Effective June 1, 2028
Hours Worked	Hardware Department/Meat Department/Produce Department Head				
Start		\$18.25	\$18.98	\$19.74	\$20.43
520	3 months	\$18.67	\$19.42	\$20.19	\$20.90
1040	6 months	\$19.40	\$20.18	\$20.98	\$21.71
2080	12 months	\$20.12	\$20.92	\$21.76	\$22.52
3120	18 months	\$20.87	\$21.70	\$22.57	\$23.36
4160	24 months	\$21.60	\$22.46	\$23.36	\$24.18

		Effective June 1, 2025	Effective June 1, 2026	Effective June 1, 2027	Effective June 1, 2028
Hours Worked	Gas Bar Department Head				
Start		\$18.25	\$18.98	\$19.74	\$20.43
520	3 months	\$18.77	\$19.52	\$20.30	\$21.01
1040	6 months	\$19.62	\$20.40	\$21.22	\$21.96
2080	12 months	\$20.47	\$21.29	\$22.14	\$22.91
3120	18 months	\$21.32	\$22.17	\$23.06	\$23.87
4160	24 months	\$22.18	\$23.07	\$23.99	\$24.83

		Effective June 1, 2025	Effective June 1, 2026	Effective June 1, 2027	Effective June 1, 2028
Hours Worked	Office Clerks				
Start		\$18.46	\$19.11	\$19.78	\$20.47
520	3 months	\$19.59	\$20.28	\$20.99	\$21.72
1040	6 months	\$20.73	\$21.46	\$22.21	\$22.99
2080	12 months	\$21.87	\$22.64	\$23.43	\$24.25
3120	18 months	\$23.01	\$23.82	\$24.65	\$25.51
4160	24 months	\$24.14	\$24.98	\$25.85	\$26.75

		Effective June 1, 2025	Effective June 1, 2026	Effective June 1, 2027	Effective June 1, 2028
Hours Worked	Administrative Clerk II				
Start		\$18.60	\$19.25	\$19.92	\$20.62
520	3 months	\$20.34	\$21.05	\$21.79	\$22.55
1040	6 months	\$22.33	\$23.11	\$23.92	\$24.76
2080	12 months	\$24.32	\$25.17	\$26.05	\$26.96
3120	18 months	\$26.31	\$27.23	\$28.18	\$29.17
4160	24 months	\$28.28	\$29.27	\$30.29	\$31.35

INDEX

A

Appendix A - Wage Grid.....	19
-----------------------------	----

B

Bargaining Agency.....	1
Basic Work Week.....	3
Board Of Arbitration.....	11
Bullying Free Environment.....	11

C

Clerks Work Clause	10
Close/ Lock Up Store Premium.....	5
Co-Op Membership	2
Credit For Previous Experience	5

D

Domestic Violence Leave	17
Duty To Accommodate	12

E

Education Leave.....	16
Employee Discounts.....	11
Expiration And Renewal	17

F

Full Time Sick Leave Accumulation	12
Funeral And Bereavement Leave	15

G

General Provisions.....	11
Grievance Procedure.....	10

H

Harassment Free Environment	11
Health And Dental Benefits.....	13
Health And Safety.....	17
Health And Welfare.....	12
Heating	11

J

Job Protected Leaves.....	15
Joint Labour Management Committee	17

L

Leaves Of Absence	14
Long-Term Disability Benefits.....	13

M

Medical Reports	13
-----------------------	----

N

Notice Or Pay -Dismissal Or Layoffs	7
-------------------------------------------	---

O

One (1) Year Leave Of Absence	14
Open/Close Scheduling	4
Overtime Pay.....	2

P

Part-Time Employees Call In Shifts	10
Part-Time Employees Hours	3
Pension Plan	13
Power Outage.....	12
Preamble	1

R

Racism Free Environment	11
Recognition Of Rights	9
Recognition Of Stewards	14
Relief Pay.....	5
Rest Periods.....	5
Restriction Of Availability	2

S

Sale Of The Business.....	10
Severance Pay.....	7
Sick Leave	12
Sick Leave Max Accumulation	12
Statutory Holidays.....	3
Straight Time Work Week	2
Sunday Work	3

T

Take-A-Break Leave Of Absence	15
Time Sheet	5
Training	12
Training And Trial Period	10
Transferability Program	4

U

Union Dues.....	2
Union Membership	2
Union Security	1
Unused Sick Leave.....	12

V

Vacation Scheduling	6
Vacation Time Grid.....	6
Vacations With Pay.....	6

W

Wage Schedule	19
Wages	5
Work Schedules.....	4