

# **Collective Agreement**

**Between**

**ALBERNI DISTRICT CO-OPERATIVE ASSOCIATION**

**And**

**UNITED FOOD AND COMMERCIAL WORKERS,  
LOCAL 1518**

**January 1, 2025 – December 31, 2028**

**Ratified by Member Vote: September 19, 2025**



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**MEMORANDUM OF AGREEMENT** made this 10th day of September, 2025.

**BY AND BETWEEN:** ALBERNI DISTRICT CO-OPERATIVE ASSOCIATION, whose principal place of business is located at the City of Port Alberni, Province of British Columbia

(hereinafter referred to as the "Co-operative")

**AND:** UFCW, LOCAL 1518, chartered by the United Food and Commercial Workers International Union

(hereinafter referred to as the "Union")

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

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

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#### **Section 1 - BARGAINING AGENCY**

- (a) The Co-operative recognizes the Union as the sole agency for the purpose of collective bargaining for all employees coming under the provisions of this Agreement employed in the handling or selling of merchandise in the stores owned and/or operated by the Co-operative in Port Alberni area, except the General Manager, Furnace Repair and Maintenance Manager, Operations Manager, Johnson Road Gas Bar Manager, 10th Avenue Gas Bar Manager, Beaver Creek Gas Bar Manager and Petroleum Manager.
- (b) The Representatives of the Union shall have access to the employees for the lawful transaction of Union business at reasonable times and after notifying the Store Manager.
- (c) No employee shall be discharged or discriminated against for any lawful Union activity, or for serving on a Union committee outside of business hours, or for reporting to the Union the violation of any provision of the Agreement.
- (d) No employee shall be dismissed or subject to disciplinary action for refusing to cross a legal picket line or lines.

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#### **Section 2 - DEFINITION OF EMPLOYEES**

- (a) **Permanent Full-Time Employee:** Is an employee who is scheduled to work the regular workweek of forty (40) hours.
- (b) **Permanent Part-Time Employee:** An employee who is scheduled to work a regular workweek of thirty-two (32) hours but less than forty (40) hours.

- (c) Part-Time Employee: Is an employee who is scheduled to work a regular work week of less than **thirty-two (32)** hours.

**If a part-time employee averages thirty-two (32) hours or more per week in thirteen (13) consecutive weeks of employment, the employee shall be moved into a permanent part-time position, if the probationary period has been completed.**

**If a permanent part-time employee averages forty (40) hours per week in thirteen (13) consecutive weeks of employment, the employee shall be moved into a permanent full-time position, if the probationary period has been completed.**

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### **Section 3 - UNION SECURITY**

- (a) The Co-operative agrees to retain in his employ, within the bargaining unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Co-operative shall be free to hire new employees who are not members of the Union, provided said nonmembers, whether part-time or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- (b) The Co-operative agrees to provide each new employee at the time of employment with a letter outlining to the employee **their** responsibility in regard to Union membership and outlining the provisions of Section 14 (f) of this Agreement, and to provide the Union in writing with the name, address, **email (if provided by the employee to the Co-operative)** and social insurance number of each employee to whom they have presented the letter. The Co-operative further agrees to provide the Union **quarterly** with a list containing names of all **active** employees.
- (c) The Union agrees that the employees should obtain membership in the Co-operative and maintain active membership and support the Co-operative with purchases wherever possible.

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### **Section 4 - DEDUCTION OF UNION DUES**

The Co-operative agrees to **automatically** deduct **all Union dues and initiation fees**, as are authorized by regular and proper vote of the membership of the Union, **from the wages of each employee. The employee shall, upon hire, complete the online authorization form for such deductions.**

Monies deducted during any month shall be forwarded by the Co-operative to the Secretary Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the names and social insurance numbers of the employees for whom the deductions were made and the amount of each deduction. Union dues deducted by the Co-operative shall be shown on the employee's T4 slip.

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### **Section 5 - BASIC WORKWEEK - OVERTIME - STATUTORY HOLIDAYS**

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

- (a) The regular workweek shall consist of forty (40) hours, five (5) eight (8) hour days. Employees will receive two (2) consecutive days off at least every two (2) weeks on a fair rotation system.
- (b) **Minimum Hours:** All employees shall be paid their regular hourly rate for each hour worked, except where employed for less than four (4) consecutive hours per day, in which event they shall receive a minimum of four (4) hours' pay. An employee who is called for work and upon reporting finds that **their** services are not required, shall receive **four (4)** hours' pay.
- (c) **Overtime Pay:** All time worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at the rate of time and one half (1 ½) the regular rate. Compensating time off shall not be given in lieu of overtime.
- (d) Sunday shall be considered as the first day of the workweek for purposes of this Collective Agreement.
- (e) The following days shall be considered statutory holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, **National Day for Truth & Reconciliation**, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments.
- (f) **Stat Scheduling: Permanent** 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.
- Permanent full-time employee may elect, verbally, to waive the above scheduling requirements and choose to receive an extra eight (8) hours of pay for the statutory holiday in that pay period.**
- (g) All work performed on a statutory holiday shall be paid for at the rate of time and one half (1 ½) the employee's rate of pay and, where so entitled, the employee shall also receive pay for the statutory holiday.
- (h) Commencing with their fifth (5th) week of employment, part-time employees shall receive the following statutory holiday pay:
- Average hours in four (4) weeks worked preceding week in which statutory holiday occurs:
- Twenty (20) but less than twenty-eight (28)
    - Four (4) hours pay for each holiday
  - Twenty-eight (28) but less than thirty-two (32)
    - Six (6) hours pay for each holiday
  - Thirty-two (32) or more hours
    - Eight (8) hours pay for each holiday

Employees must qualify for statutory holiday pay by working **their** last regular scheduled shift before and **their** first regular scheduled shift after the holiday unless absent for reasons of bona fide illness.

Where a part-time employee does not qualify for statutory holiday as specified above, then the provisions of the *Employment Standards Act* shall apply.

The Co-operative agrees to grant an employee request for a paid day off in lieu of a statutory holiday within two (2) weeks of the date of the statutory holiday.

- (i) **Rest Periods:** Full-time employees shall receive a minimum of fifteen (15) minutes rest from their duties before and after the meal period. A part-time employee working five (5) hours or less shall receive a fifteen (15) minute rest period. Part-time employees working over five (5) but less than eight (8) hours shall receive a thirty (30) minute rest period, which may be broken into two (2) fifteen (15) minute breaks. All such rest periods shall be part of the scheduled workday with no loss of pay. Rest periods shall not commence until the employee has worked one (1) hour. Interruptions to breaks shall be kept to a minimum. An employee who is interrupted on a work-related matter during a rest break shall be allowed to complete the balance of that break as soon as possible.
- (j) **Posting of Schedules:** The Co-operative shall post the weekly work schedule for all employees not later than Monday 5:00 p.m. for the following two workweeks. An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery or other instances of force majeure. In all other cases, at least twenty-four (24) hours' notice of any change must be given. Affected employees will be given verbal **or electronic** notice of any change to the posted schedule.

There shall be a definite daily starting time for each employee. Daily hours of work shall be consecutive, with the exception of not more than sixty (60) minutes **for** each meal period. Meal periods shall commence during the third (3rd) or fourth (4th) hours of work, with the exception of the late shift when the meal period shall be during the fourth (4th) or fifth (5th) hour of work. It is understood that this schedule shall be inoperative under unusual circumstances.

- (k) **Time Cards:** The Co-operative shall supply a time sheet and each employee shall daily mark down **their** own time in full.
- (l) **Split Shifts:** Split shifts shall not exist unless by mutual agreement. Where such agreement exists, the employee shall record **their** approval in writing, **with** a copy being sent to the Union. The employee shall give one week's notice to the Co-operative before lifting such approval.
- (m) **Requested Time Off (RTO):** Part-time employees, requesting and who are granted RTO prior to the posting of the work schedule, shall not have their hours of work for the week reduced as a result of the granting of the request. It shall be optional for the employer to reduce the hours or days for any request made and granted after the posting of the work schedule.
- (n) **Shift Interval:** There shall be an interval of not less than nine (9) hours between shifts for all employees.

## Section 6 - VACATION PAY

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- (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)
0 but less than 3	2 weeks	4%
3 but less than 8	3 weeks	6%
8 but less than 13	4 weeks	8%
13 but less than 18	5 weeks	10%
Over 18 years	6 weeks	12%

- (b) An employee may take vacations in single day increments. Single day vacations shall have preference over Requested Time Off and Take-A-Break Leaves. Payment for such vacation time shall be made as part of the normal payroll process.
- (c) All time lost because of sickness or accident, which would be compensated by Workers' Compensation Board, in excess of thirty-nine (39) consecutive weeks, shall be considered as time only for the purpose of determining the vacation allowance.
- (d) Employees terminating their employment shall receive payment for vacation allowance in an amount equal to four percent (4%) of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid; however, employees entitled to three (3) weeks' vacation under the provisions of Section 6, Subsection (a), of this Agreement, shall upon termination of employment receive an amount equal to six percent (6%) of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid. Employees entitled to four (4) weeks' vacation shall upon termination of employment receive an amount equal to eight percent (8%) of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid. Employees entitled to five (5) weeks' vacation shall upon termination of employment receive an amount equal to ten percent (10%) of the total wages and salary earned by the employee during the period of employment for which no vacation allowance has been paid.
- (e) A **vacation** schedule giving preference on the basis of length of service, shall be established each year. **Vacation** schedules shall not be changed after **they are approved**, unless by mutual consent between the employee and the Co-operative. The Co-operative shall provide approval or denial of the **written request**, at least two months in advance of the vacation.

## Section 7 - NOTICE OR PAY IN LIEU OF NOTICE

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- (a) The Co-operative shall have the right to discharge any employee for just cause.
- (b) Employees who are discharged for failure to perform work as required, as per 7(a), shall first have had a prior warning in writing of related or similar failure to perform work as required, with a copy sent to the Union. The employee so entitled shall be required to initial such notice but such initialing shall in no way constitute agreement with the contents of such notice.

- (c) Any employee who has been employed more than **three (3) months** and is discharged or laid off, shall be informed at the time of discharge or layoff of the immediate cause of such action and a copy of such notice shall be mailed to the Union at the date of giving such notice to the employee concerned.
- (d) In the event of the Co-operative desiring to dismiss or lay off an employee who has been in the employ of the Co-operative for over five (5) years, such employee shall be given four (4) weeks' notice in writing or shall be paid four (4) weeks' pay in lieu thereof, and 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 paid two (2) weeks' wages in lieu thereof. All employees shall be entitled to one (1) weeks' notice in writing or one (1) week's wages in lieu thereof, provided, however, that the Co-operative shall not be deemed obligated to give any notice whatsoever or to give any pay in lieu thereof to any employee who is terminated for just cause, including but not limited to dishonesty, harassment, bullying, insubordination, or absence without leave, except where the employee has a bona fide reason for such absence.
- (e) Full-time employees reduced to part-time **by the employer** who are terminated within three (3) months of the date of their reduction to part-time, shall be given whatever pay in lieu of notice (subject to the exceptions noted above) they are entitled to immediately prior to the date of their reduction to part-time.
- (f) Apart from any other section of this Collective Agreement, the Co-operative agrees to pay severance pay to all employees who are terminated by the Co-operative for reasons other than dishonesty or drunkenness at **their** regular rate of pay according to the following schedule:

Full-Time Consecutive Service	-	Severance Pay
From <b>three (3) months</b> up to one (1) year	-	One (1) week
Over one (1) year	-	One (1) weeks' pay for every year of full-time service to a maximum of fifteen (15) weeks.

It is understood that no severance pay will be paid when an employee is released under the provisions of Section 7 **(a), (b), (c), (d)**.

Severance pay does not apply to full-time employees specifically told they are replacing employees on vacation, sickness, Workers' Compensation Board claim or bona fide leave of absence.

## **Section 8 - SENIORITY**

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- (a) In the event of reduction of hours, layoffs, transfers or rehiring between employees involved, management shall practice the principle of seniority, providing the employee has the suitability and the ability to perform the job. This section shall be subject to grievance procedure.
- (b) Unless ability of an employee is greater than other employees involved, length of continuous service with the Co-operative shall govern in cases of layoffs and rehire. Full-time employees reduced to a part-time basis shall be offered available work in accordance with the above

procedure. The foregoing provisions do not apply to employees hired to work on relief staff or replace employees who are absent due to vacations, sickness, accident or other leaves of absence.

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

1. No more than twelve (12) months have elapsed since the last day worked by the employee.
2. The employee reports for duty within twenty-four (24) hours from the time of recall, and
3. The employee is capable of performing the work.

- (c) **Permanent employees shall have hours as outlined in Section 2(a) and (b). Non-permanent employees will be scheduled the longest shift by seniority, each day of the workweek, provided they are available and can perform the work, and within their definition of employees as per Section 2 (c).**
- (d) **An employee may indicate their preference in hours of work. These requests shall be made in writing. These are requests only, and approval is at the sole discretion of Management. Where there are competing requests, seniority shall be the determining factor.**
- (e) **Restriction of Hours:** A non-permanent part-time employee may restrict their hours and 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 change this availability for the first twelve (12) months of employment. An employee shall not be entitled to restrict themselves more than one (1) time per year. Restrictions shall be indicated on the posted schedule. Approval of Restriction requests are at the sole discretion of the Management.
- (f) In the event that a vacancy exists for a part-time position, the Employer shall first offer such vacancy to laid-off **employees** in accordance with the recall rights specified in Section 8 (b).
- (f) The Employer agrees to post a seniority list once every six (6) months.
- (g) When an employee is promoted into an excluded management position with the Employer it is agreed that the employee will be considered to have taken a **six (6) month** leave of absence. In the event the employee elects to return to the bargaining unit or management returns the employee to the bargaining unit within the **six (6) months**, the employee shall suffer no loss of seniority.

## **Section 9 - HEALTH AND WELFARE – PENSION – SICK**

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- (a) All employees, except students, averaging thirty-two (32) hours per week in thirteen (13) consecutive weeks of employment shall be eligible for the following benefits:

1. Medical Services Plan of B.C.

A new employee who is a member of the Medical Services Plan of B.C. at date of hire shall be eligible for coverage from date of hire.

2. Extended Health, including Optical benefits.
3. Long Term Disability (LTD)
4. Group Life Insurance

The Co-operative agrees to pay one hundred percent (100%) of the total premiums of the Medical Services Plan of B.C., Extended Health Plan and Group Life Insurance.

The Co-operative and employees eligible agree to pay fifty percent (50%) each of the total cost of the Long Term Disability premiums.

- (b) **Pension: Governed by the plan text, full-time employees can join the CSS Pension Plan after completing a one (1) year waiting period, but must join the Plan at two years of continuous service.**

**Governed by the plan text, less-than-full-time employees who earn 35% or more of the CPP YMPE in each of the two most recent consecutive calendar years may voluntarily join the Plan.**

**Should an employee be hired from another Co-op location, they will be evaluated against the CSS Determining Continuous Service guidelines.**

The Co-operative agrees to pay six percent (6%) of any employee's salary to the Superannuation Plan on that employee's behalf. The employee shall contribute six percent (6%) of gross earnings to the Plan.

- (c) All employees, averaging thirty-two (32) hours per week for thirteen (13) consecutive weeks of employment shall **accrue eight (8) hours** per month sick leave with pay.

Unused sick pay shall be cumulative to a maximum of **two hundred and forty-eight (248) hours**. The Co-operative may require the employee to produce a certificate from a qualified medical practitioner. The Employer agrees to pay the fee for medical certificates required by the Employer. Employees who are sick shall **provide as much notice as possible to their Manager or delegate**, prior to **shift** starting time.

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

- (d) **Funeral Leave: In the event of a death of the employee's spouse, parent or child, including step-relatives, the employee shall be entitled to one (1) week leave of absence with pay. It is understood that in the case of a part-time employee the compensation shall be at the average hours worked during the preceding four (4) weeks.**

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

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

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

(e) In the event that Government Medicare relieves the Co-operative of the responsibility to provide certain benefits previously negotiated, the Co-operative undertakes to reimburse the employees for this loss by providing such other extra benefits as may be negotiated and agreed to by the parties.

(f) **Job Protection Leave:**

**The employer provides job protected leaves as provided 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](http://gov.bc.ca).**

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

1. One (1) employee per store at any one time shall be eligible for educational leave.
2. Written application for the leave shall be coordinated through the General Manager. Notification of the person going on leave shall be provided to the store, Union and employee involved.
3. Seniority shall be the determining factor in scheduling the leave.
4. Such leave will be granted on a one-time only basis per employee.
5. The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case.
6. While on leave, the employee shall not take employment with any competitor. Violation of this provision may result in termination.
7. It is understood a person on leave could be offered minimal part-time work with the Co-operative without seniority or rights to such work, for the duration of the leave.
8. The period of time will not count towards time worked for vacation entitlement.

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.

(h) **Take-A-Break Leave of Absence:** 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 General Manager. Applications will be made at least two (2) weeks 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.
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 as per the bylaws of the plan. 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 duration) 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.

(i) **Notice Requirements:** All such requests must be submitted in writing at least four (4) weeks prior to the day the employee proposes to begin their leave.

The employee will provide written notice to the Employer of not less than one (1) week before the date set for return to work, and if required by the Employer, be accompanied by a physician's medical certificate stating the employee is able to return to work.

(j) **Continuation of Benefits:** Following the plan bylaws, during the leave period the employee may pay their pre-leave benefit status premiums in advance to keep their benefits coverage active, by monthly installments. The employee shall bear all costs and premiums charged in maintaining the benefits.

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## Section 10 - UFCW LOCAL 1518 DENTAL PLAN

Effective the Date of Ratification, this plan will only cover employees who are on the UFCW 1518 Retail Clerks Dental Plan at the date of Ratification. Letter of Understanding #3 shall define the names of the employees with access to the Union dental plan. All other employee benefits are addressed in Section 9 of this Agreement.

The Employer agrees with the Union, along with other Employers who have similar agreements with the Union to participate in a UFCW Local 1518 Dental Plan, such plan to be an incentive Plan unless

this later proves inoperable. This Plan will cover members of the Union employed by those Employers and the dependents of such members, in accordance with eligibility provisions adopted by the Trustees. The Plan may also cover such other persons in the Industry and their dependents on whose behalf contributions have been made and who are approved by the Trustees.

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

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

The Employer agrees to make contributions to the fund of sixty cents (\$0.60) per hour for each straight time hour of actual work by **the employees receiving Dental Benefits per this plan** within this Collective Agreement, including hours worked on Sunday, if such hours are part of the basic workweek of an employee. Such contributions shall not exceed twenty-four dollars (\$24.00) per week for any one employee. If it is determined by Actuarial advice that different contributions are required to maintain benefits under the Plan, then the contributions shall be changed in amounts and on dates determined by such Actuarial advice.

Contributions, along with a list of employees for whom they have been made and the amount of the weekly contribution for each employee, shall be forwarded by the Employer to the Trust Company or a financial institution and, subsequently, to the UFCW Local 1518 Dental Plan as established, and shall do so not later than twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated herein.

The Trustees shall meet and shall decide on the type and form of UFCW Local 1518 Dental Plan and shall employ counsel or consultants as they may deem necessary and advisable.

It is agreed that, in the event the Government of Canada or the Province of British Columbia provides a non-contributory dental care plan with similar benefits, the Employer's obligations to continue contributions to the UFCW Local 1518 Dental Plan shall cease. It is further understood, should a Government plan create duplicate benefits, then these benefits shall be deleted from the UFCW Local 1518 Dental Plan and the Employer's contribution in respect to the cost of these benefits shall be deleted from the UFCW Local 1518 Dental Plan and the Employer's contribution in respect to the cost of these benefits shall cease.

Students shall be exempted from the dental plan if they are covered under a parent's benefit program. Employees can opt back into the dental plan at any time during the term of the Collective Agreement if they are no longer covered under a parent's plan. Proof of coverage under another plan must be provided to the Employer prior to students exercising this option.

## **Section 11 - GRIEVANCE PROCEDURE**

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

Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party within fourteen (14) days of the event giving rise to such complaint, following which the Union representative or representatives and the Co-operative representative or representatives shall meet and in good faith shall earnestly endeavour to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Sole Arbitrator.

- (b) Grievances involving the dismissal or layoff of an employee must be submitted to the Co-operative within ten (10) working days from date of dismissal or layoff or be waived by the aggrieved party, providing notice has been given as required under Section 7 (c).

## **Section 12 - BOARD OF ARBITRATION**

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- (a) A sole Arbitrator shall be appointed to hear and determine a grievance, and shall be established as follows:

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Co-operative and the Union shall attempt to agree upon an Arbitrator. In the event of failure of the Union and the Co-operative to agree upon a Arbitrator, the Minister of Labour of British Columbia shall be immediately requested to name an Arbitrator.

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 Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the Arbitrator shall be borne equally by the Co-operative and the Union unless otherwise provided by law. The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties.

- (b) In the case of discharge which the Board of Arbitration has determined to have been for an improper cause, the Board shall have the option to reinstate the employee and shall award **them** full or part back pay.
- (c) The parties may agree to use the assistance of a mediator in resolving a grievance under Section 11. Decisions of the mediator will not be binding upon the parties.

## **Section 13 – MISCELLANEOUS**

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- (a) **Union Decal:** The Co-operative agrees to display the official Union decal of the United Food & Commercial Workers International Union in a location where it can be seen by customers.
- (b) **Wearing Apparel:** The Co-operative will introduce a Dress Code; a shirt is available upon request at no cost to the employee.

Communal jackets or coveralls are the property of the Co-operative and are to remain at the Co-operative at all times. **These communal jackets and coveralls shall be cleaned and maintained by the Co-operative.**

The Employer shall supply gloves. Rainwear shall be provided to drivers.

**The Co-operative, in order to encourage the use of safety boots by all employees, will provide a reimbursement of up to one hundred and fifty dollars (\$150.00) per pair, towards the cost of safety boots. This reimbursement shall be limited to once per year following the employee's initial six (6) months of employment.**

The Employer shall provide a smock for cleaning the slush machine.

- (c) **Separate Agreements:** No employee shall be asked to make a written or verbal agreement with the Co-operative covering hours of work, wages or working conditions during the life of this Agreement, contrary to the terms of the Agreement set out herein.
- (d) **Staff Meetings:** All staff meetings in excess of four (4) per calendar year, shall be considered as time worked and paid for accordingly.
- (e) **Time Off to Vote:** The Co-operative agrees that it will fully comply with any law requiring that employees be given time off to vote.
- (f) **Physical Examinations:** Where the Co-operative requires an employee to take a physical examination, doctor's fees for such examination shall be paid by the Co-operative. Except prior to commencement of employment and the first four (4) weeks of employment, such examinations shall be taken during the employee's working hours without loss of pay to the employee.
- (g) **Jury Duty Pay:** An employee summoned to Jury Duty shall be paid wages amounting to the difference between the amount paid **to them** for Jury Service and the amount **they** would have earned had **they** worked on such days. Employees on Jury Duty shall furnish the Co-operative with such statements of earnings as the Courts may supply.

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

- (h) **Time Off for Union Business:**

1. The Co-operative agrees that employees chosen for such purpose shall be given time off without pay in order to attend Union Conventions or participate in negotiations involving the Co-operative. The number of employees in excess of one (1) granted leave of absence for these purposes shall be determined by mutual agreement. The Union shall notify the Co-operative at least **four (4) weeks** in advance of the commencement of all such leaves of absence.
2. Upon at least **four (4)** weeks prior notice by the Union, the Co-operative agrees to grant one (1) employee a one (1) month leave of absence without pay to attend to Union

business. It is further agreed **that** such leave of absence may be renewable from month to month by mutual agreement of the Co-operative and the Union.

- (i) The Co-operative agrees to provide adequate heating and cooling facilities consistent with provincial regulations.
- (j) **Harassment and Discrimination:** The Employer and the Union recognize the rights of employees to work in an environment free from harassment, including sexual harassment and discrimination. Where an employee alleges that harassment and discrimination has occurred on the job the employee shall have the right to grieve under the collective agreement. Where an allegation of harassment or discrimination has been received by the Employer or the Union, it will be investigated on a priority basis in accordance with the joint policy.
- (k) No discipline older than twenty-four (24) months shall be used in disciplinary proceedings, unless there have been other disciplinary steps taken for a repeat offense in the following twenty-four (24) months. This time period of twenty-four (24) months shall not include periods of lay-off, leave of absence or disciplinary suspensions. Notwithstanding the foregoing, cases involving violence in the workplace, harassment, bullying, and major safety violations may be used in any disciplinary proceedings without limitation.
- (l) **Duty to Accommodate:** The parties recognize that there is a legal duty to accommodate in the workplace.
- (m) **Personal Vehicles:** The Co-operative will not require employees to use their personal vehicles for work purposes. Should an employee use their personal vehicle for work purposes, they shall receive an allowance as per the Alberni Travel Policy.
- (n) **Joint Labour Management Committee:** The parties agree to establish a JLM committee, consisting of at least one Shop Steward, as appointed by the Union. The purpose of this committee shall be to have open discussions on topics and issues that arise in the workplace.

**The committee shall meet at the call of either party, to a maximum of one (1) meeting every two (2) months. The parties agree that this committee shall not have the authority to change the terms of the collective agreement.**

## **Section 14 - WAGES**

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- (a) The Co-operative agrees to pay all persons covered by the terms of this Agreement not less than the Schedule of Wages found in the Appendix to this Agreement during such time as this Agreement is in force and provided that if an employee is receiving a wage in excess of the rates herein contained, such wage rate shall not be reduced by reason of the signing of this Agreement. The Co-operative further agrees that no employee receiving wages in excess of the rates herein shall be replaced by another employee at a lesser wage for the purpose of avoiding any of the provisions of this contract.
- (b) Part-time employees' basic rate shall be established on the starting rate of the classification being filled, with further increases to the maximum rate established in the contract for their classification each time they have completed one thousand and forty (1,040) hours of employment.

- (c) **Relief Rates:** Should an employee agree to be assigned, in writing, to temporarily relieve in a position out of the scope of this agreement, they shall receive two dollars and fifty cents (\$2.50) in addition to their regular hourly rate of pay, for each day worked in the excluded position.
- (d) Provisions of this Agreement shall apply to all departments leased or subleased to others, except where the Union has executed an Agreement with the sub-lessee.
- (e) There shall be a regular pay day biweekly and each employee shall be provided with a statement of earnings and deductions for the pay period covered.
- (f) **Probationary Period:** During the first three (3) months of employment, a new employee shall be on probation and will receive a written evaluation within three (3) months of employment. Where the Co-operative and the Union mutually agree, an employee's probationary period may be extended for an additional thirty (30) days. The decision whether to retain or not to retain an employee's services shall be the sole right of the Co-operative and any termination during this period shall not be subject to Section 11 and 12 of this Agreement.  
  
In all cases where a probationary employee is absent from work, the duration of the absence exceeding two (2) consecutive days shall be added to the employee's probation period.
- (g) **Working Alone Premium:** Employees who are required to work alone shall be paid **one dollar and twenty-five cents (\$1.25)** per hour for all hours worked alone. This premium does not apply in calculating any overtime hours as outlined in Section 5 (c). This premium only applies to employees assigned to work in a Gas Bar.

## **Section 15 - UNION'S RECOGNITION OF MANAGEMENT'S RIGHTS**

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The Union agrees that the management of the company, including the right to plan, direct and control operations, the direction of the working force, the discipline of employees, the discharge of employees for just cause and those matters requiring judgment as to competency of employees are the right and function of the Co-operative.

The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement. The Co-operative, therefore, retains all rights not otherwise specifically covered in this Agreement.

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

## **Section 16 - AUTOMATION AND TECHNOLOGICAL CHANGE**

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- a) **Advance Notice:** The Union agrees it is the sole right and function of management to change methods or facilities and to install equipment of all kinds and to make such other changes to its operations as it deems necessary or advisable. Should the Co-operative decide to install new advanced mechanical equipment, change methods or close down any of its operations listed in the preface of the Agreement that would result in the termination or layoff of full-time employees, he will give the Union and its Committee three (3) months advance notice. It is understood the parties shall then discuss the question of retraining or the application of severance pay.

- b) Retraining: As far as retraining is concerned, there are many factors involved such as the requirements of skill and knowledge, whether a person is needed now or in a given length of time and whether present staff have shown adaptability to the type of work to be done; also their physical fitness, etc.. These are some of the factors that would determine if training, termination, temporary or permanent layoff of staff should apply.
- c) Severance Pay: Regular full-time employees whose employment is terminated under this section shall be entitled to severance pay of one (1) week's pay per year up to a maximum of fifteen (15) weeks.

## **Section 17 - SHOP STEWARDS RECOGNITION**

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It is recognized that Shop Stewards may be elected, and the Co-operative will be kept informed by the Union.

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

**Shop Stewards will be allowed to orient new employees to the Union on shift, after receiving permission from the Store Manager, or their designate, and will not exceed fifteen (15) minutes.**

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice shall be present to act as witness if requested by the employee when a member of the Bargaining Unit:

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

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

The Company agrees to recognize **three (3)** Union Shop Stewards. One (1) Alternate Shop Steward will be recognized in the Co-operative when the Shop Steward is absent. The Union shall inform the Co-operative in writing of the Alternate Shop Stewards.

## **Section 18 - EXPIRATION AND RENEWAL**

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This Agreement shall be for the period from and including January 1, 2025, to and including December 31, 2028, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding December 31, 2028, or any subsequent anniversary date thereafter to:

- (a) terminate this Agreement, in writing, effective December 31, 2028, or any subsequent anniversary thereof,
- (b) require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

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

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

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

**SIGNED THIS 18TH DAY OF DECEMBER, 2025.**

**FOR THE UNION**



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Patrick Johnson, President

**FOR THE EMPLOYER**



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Dave Heinrichs, General Manager



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Angie Croxen, Operations Manager

## APPENDIX - Wage Schedule

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The following wage schedule shall apply:

	Effective Jan 1, 2025	Effective Jan 1, 2026	Effective Jan 1, 2027	Effective Jan 1, 2028
<b>Pump Attendant</b>				
<b>Start</b>	<b>\$18.00</b>	<b>\$18.32</b>	<b>\$18.64</b>	<b>\$19.00</b>
after 1040 hrs	\$18.25	\$18.57	\$18.90	\$19.23
after 2080 hrs	\$18.45	\$18.77	\$19.10	\$19.44
after 3120 hrs	\$18.65	\$19.03	\$19.41	\$19.81
after 4160 hrs	\$18.85	\$19.23	\$19.62	\$20.00
after 5200 hrs	\$19.10	\$19.49	\$19.87	\$20.27
after 6240 hrs	\$19.35	\$19.74	\$20.14	\$20.54

	Effective Jan 1, 2025	Effective Jan 1, 2026	Effective Jan 1, 2027	Effective Jan 1, 2028
<b>Supervisor</b>				
<b>Start</b>	<b>\$19.50</b>	<b>\$19.84</b>	<b>\$20.19</b>	<b>\$20.54</b>
after 1040 hrs	\$19.75	\$20.10	\$20.45	\$20.81
after 2080 hrs	\$20.00	\$20.35	\$20.71	\$21.07
after 3120 hrs	\$20.50	\$20.86	\$21.23	\$21.60
after 4160 hrs	\$20.75	\$21.11	\$21.48	\$21.86
after 5200 hrs	\$21.00	\$21.37	\$21.74	\$22.12
after 6240 hrs	\$21.50	\$21.88	\$22.26	\$22.65

	Effective Jan 1, 2025	Effective Jan 1, 2026	Effective Jan 1, 2027	Effective Jan 1, 2028
<b>Truck Driver</b>				
<b>Start</b>	<b>\$22.00</b>	<b>\$22.50</b>	<b>\$22.95</b>	<b>\$23.41</b>
after 1040 hrs	\$22.92	\$23.44	\$23.91	\$24.39
after 2080 hrs	\$23.84	\$24.38	\$24.87	\$25.37
after 3120 hrs	\$24.76	\$25.32	\$25.83	\$26.35
after 4160 hrs	\$25.68	\$26.26	\$26.79	\$27.33
after 5200 hrs	\$26.60	\$27.20	\$27.74	\$28.29
after 6240 hrs	\$27.65	\$28.34	\$29.05	\$29.78

## **LETTER OF UNDERSTANDING #1 Employee Discounts**

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**BETWEEN: ALBERNI DISTRICT CO-OPERATIVE ASSOCIATION**

**AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518**

### **Employee Discounts**

Employees shall be afforded the following discount:

1. Gasoline prices will be the same as the cardlock prices. Employees without a cardlock card can only access the cardlock process during open hours from the Operations Manager or his/her designate. Employees will use their Co-operative membership number when purchasing in this manner.
2. Employee discounts are for personal consumption by an employee or his/her spouse. Any purchases by employees and/or spouses at the above discount that are consumed by someone else shall be considered theft and grounds for immediate termination of the employee.

**RENEWED THIS 18TH DAY OF DECEMBER , 2025.**

**FOR THE UNION**



Patrick Johnson, President

**FOR THE EMPLOYER**



Dave Heinrichs, General Manager



Angie Croxen, Operations Manager

**LETTER OF UNDERSTANDING #2 Ice Production Associate**

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**BETWEEN: ALBERNI DISTRICT CO-OPERATIVE ASSOCIATION**

**AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518**

**Re: Ice Production Associate**

A seasonal position of Ice Production Associate **may be utilized** in the Petroleum Department. This position will be considered a part of the bargaining unit. The wage rate for this position will be **\$1.50 per hour over minimum wage** and will not be subject to sections 9 (a), 9 (b), 9 (c) and 10 of the Collective Agreement. This will be a seasonal position from each year with up to **forty** (40) hours of work per week. All other terms of the Collective Agreement apply unless explicitly stated in this Letter of Understanding.

**RENEWED THIS 18TH DAY OF DECEMBER, 2025.**

**FOR THE UNION**



Patrick Johnson, President

**FOR THE EMPLOYER**



Dave Heinrichs, General Manager



Angie Croxen, Operations Manager

**LETTER OF UNDERSTANDING #3 UFCW Retail Clerks Dental Plan**

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**BETWEEN: ALBERNI DISTRICT CO-OPERATIVE ASSOCIATION**

**AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518**

**Re: UFCW Retail Clerks Dental Plan**

**The following employees shall retain eligibility for the UFCW Retail Clerks Dental Plan, as per Section 10 of the collective agreement. This eligibility of dental benefits for the individual shall remain in effect until the member's employment ends, or this Letter of Understanding is bargained to expire.**

1. Tyler Roberts
2. Patrick Tyne
3. Callum Neuwirth
4. Corey Webb
5. Louisa Leyland
6. Barbara Olstad
7. James Gill
8. Nolan Jungenkrueger
9. Elijah Bordal
10. Keegan Deck
11. Ryan Beaulieu
12. Quintin McGregor
13. Justyn Wells
14. Katrina Groeneveld
15. Lauren Mueller
16. Jonathan Atleo
17. George Johnson
18. Cristina Jardim
19. Bruce Antoine
20. Ashlyn Forsyth

**SIGNED THIS 18TH DAY OF DECEMBER, 2025.**

**FOR THE UNION**



Patrick Johnson, President

**FOR THE EMPLOYER**



Dave Heinrichs, General Manager



Angie Croxen, Operations Manager

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