

COLLECTIVE AGREEMENT

Between

Rain or Shine Homemade Ice Cream Ltd.
(hereinafter referred to as “Employer” or the “Company”)

And

United Food and Commercial Workers, Local 1518
(hereinafter referred to as the “Union”)

November 4, 2025 to October 31, 2028

Ratified by member vote: November 4, 2025



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ARTICLE 1 – Preamble

- 1.01 The purpose of this Agreement is to set out the terms and conditions of employment and establish and maintain collective bargaining relations between the Union and the Company and the employees covered by this Agreement. The Union and the Company recognize that a relationship of goodwill, respect, co-operation, and dignity is essential between the Company, employees, and the Union.

ARTICLE 2 – Management Rights

- 2.01 The Union recognizes that the management of the Company and direction of its workforce are fixed exclusively in the Company. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive right of the Company to:
- (a) Operate and manage its affairs in as efficient and economic manner as it deems fit;
 - (b) Hire, assign, direct, promote, demote, classify, transfer, layoff, and recall employees;
 - (c) Suspend, discharge, or otherwise discipline non-probationary employees for just cause. For clarity the Company must have just cause in their exercise of discipline or termination of non-probationary employees;
 - (d) Suspend, discipline, or discharge a probationary employee for proper cause, provided the Company does not act in bad faith or for discriminatory reasons;
 - (e) Determine the nature and kind of business to be conducted by the Company, the services to be rendered, and the method by which such services shall be rendered;
 - (f) Identify the need for training, including recurrent training, and assign such training to employees as the Company sees fit;
 - (g) Determine whether to perform work or services or have work or services performed by others;
 - (h) Determine the schedules of operations, the number of shifts, the schedules of work, the number and kind of personnel to be employed, the number of hours worked, starting and quitting times, when overtime shall be worked, reasonable standards of performance, and the quantity and quality of services provided by employees;
 - (i) Make, enforce, and alter from time to time, reasonable rules, regulations, policies and procedures to be observed by employees subject only to any limitations set out in this Agreement or the Labour Relations Code; and
 - (j) Implement changes to jobs, job content, or job assignments.
- 2.02 The management of the Company's operation and the selection and direction of all employees shall continue to be vested with the Company, except where specifically abridged by the terms of this Collective Agreement.

- 2.03 The Union also acknowledges that managers or other excluded personnel, including contractors, may perform bargaining unit work, as needed, but shall not do so in a manner which results in the erosion of the integrity of the bargaining unit.

ARTICLE 3 – Union Recognition and Membership

- 3.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for all bargaining unit employees of the Company at 6001 University Boulevard, Vancouver, BC V6T 0C5 and 1926 West 4th Avenue, Vancouver BC V6J 1M6 with respect to rates of pay, wages and all other conditions of employment set out in this agreement.
- 3.02 Bargaining unit employees, as a condition of employment, must join and remain members of the Union for the duration of their employment or until they obtain positions with the Company outside the bargaining unit.
- 3.03 All employees covered by the Collective Agreement shall be required to pay the regular Union membership dues designated by the Union. These dues shall be deducted from the employees' pay and remitted to the Union.
- 3.04 The Company shall provide the Union, upon ratification, with the name, date of hire, address, phone contact information and email address of each employee in the bargaining unit.

ARTICLE 4 – Deduction of Dues

- 4.01 The Company is authorized and shall deduct, monthly Union dues and applicable initiation fees from each employee's pay, in the amount stipulated by the Union. Deductions shall be made effective the first of the month, following date of hire from all employees.
- 4.02 Monies deducted during any month shall be forwarded to the Union on or about the fifteenth (15th) of the month following for which dues are deducted and accompanied by a written statement of the names for whom the deductions were made and the amount of each deduction, along with a list of names of the employees for whom no deduction was made and the reasons therefore. Union dues deducted by the Company shall be shown on the employee's T4 slip.

ARTICLE 5 – Seniority

- 5.01 Seniority shall be defined as the length of time of an employee's service within the bargaining unit, calculated as hours worked from the day of the employee's first shift, unless their seniority is broken.
- 5.02 Seniority is the ranking of employees in accordance with their total hours worked and is applied on a store and classification basis, unless otherwise specified in this Agreement.

- 5.03 Seniority lists shall be revised and brought up-to-date every six (6) months and the Company shall supply a copy to the Union.
- 5.04 Seniority rights shall cease and an employee shall be deemed terminated if an employee:
- (a) voluntarily terminates their employment;
 - (b) is discharged and such discharge is not reversed through the Grievance Procedure;
 - (c) is laid off for a continuous period of more than six (6) months;
 - (d) is absent due to sickness or injury for a continuous period of more than twenty-four (24) months and are deemed unlikely to be able to return within the subsequent six (6) months; or
 - (e) is absent without leave for one (1) calendar week without satisfactory reason or without notifying the Company of the absence in advance, and the satisfactory reason for it.

ARTICLE 6 – Probationary Period

- 6.01 New employees shall be on probation and shall not acquire any seniority rights until they have completed 3 months of active employment. The Company, with mutual agreement of the Union and notice to the affected employee, shall have the right to extend the probationary period for three (3) further months where the Company remains unsure of the employee's suitability for regular employment.
- 6.02 During the probationary period, an employee may be dismissed for proper cause. The Company shall not act in a manner that is arbitrary, discriminatory, or in bad faith.
- 6.03 Upon satisfactory completion of the probationary period, by the demonstration of suitability for ongoing employment, the employee's seniority shall be calculated from the original day of employment.

ARTICLE 7 – Grievance Procedure

- 7.01 Consistent with an amicable method of settling disputes, the parties shall make an earnest effort to resolve matters before they reach the grievance stage. An employee who wishes to raise a grievance shall first seek settlement through informal discussion with the Manager or Assistant Manager at their store. However, an employee may proceed to Step 1 of the Grievance Procedure if management is not available within seven (7) calendar days of the employee requesting the informal discussion. The employee may request to have a Shop Steward present for these discussions.
- 7.02 Grievances shall be investigated or processed on non-work time so as to not interfere with production and service. However, it is recognized that where it is reasonable to do so, grievance meetings and informal discussions between management and Shop

Stewards or Union representatives may also be scheduled to occur during an employee's regularly scheduled work time, where practical, and where this occurs, such time shall be paid.

- 7.03 Any grievance must be brought to the Company's attention within fourteen (14) calendar days of the alleged breach of the Collective Agreement.
- 7.04 It is agreed that the purpose of the Grievance Procedure shall be to settle all grievances promptly, and that consultation at any step on the following procedure shall take place respectfully and speedily so that friction or animosity shall be reduced to a minimum. Any grievance not filed or processed, or advanced to arbitration, within the time limits set out in the appropriate article shall be deemed to be abandoned, unless both parties mutually agree to extend the time limit, in writing.
- 7.05 There shall be up to one (1) Shop Steward and one (1) alternate Shop Steward at each store location, elected or appointed by the Union in a manner determined by it. The Company shall be kept informed of the names of the Shop Stewards.
- 7.06 The following procedure shall be applicable progressively to the resolution of disputes or grievances:
- (a) **Step 1:**
- Any grievance shall first be discussed verbally between a Shop Steward or the Union's Business Representative and the Store Manager or Assistant Manager. A verbal or written decision must be rendered within five (5) working days, unless mutually agreed otherwise between the Company and the Shop Steward or Union Representative. Failing settlement at this step, the matter shall then proceed to Step 2.
- (b) **Step 2:**
- The Shop Steward or Union Representative may file a written grievance with management, which shall be provided to the Store Manager. A written decision shall be rendered within fifteen (15) working days, unless mutually agreed otherwise between the Company and the Union. All grievances and decisions at this stage are to be in writing. Should either party intend to proceed to arbitration, they must advise the other party in writing within twenty (20) working days from the date the decision was rendered under Step 2 of the Grievance Procedure. Both parties shall then proceed as outlined in ARTICLE 8.
- (c) Saturdays, Sundays, and Statutory Holidays shall not be considered as "working days" wherever this phrase occurs in this Agreement.
- 7.07 When the Company deems it necessary to discipline an employee, an employee shall be entitled to a Shop Steward or Alternate Shop Steward, or, in the absence of a Shop Steward being available at the time of the meeting, a witness present for any formal disciplinary meeting. Any such witness shall be a member of the bargaining unit. Where a meeting involves the issuance of a disciplinary suspension or discharge, a Union representative or Shop Steward shall be notified and provided twenty-four (24) hours'

notice of the meeting. Where a Union representative cannot attend in person, they may participate via video call or phone.

- 7.08 Where, during a meeting with management, it is determined that there shall be a written disciplinary report on the employee's file beyond a record of a verbal warning, the interview shall be temporarily suspended and the employee may elect to have a witness present.
- 7.09 Subject to giving the Company advance notice, employees shall have access to their personnel file as soon as practicable. The Company shall make best efforts to comply with the request within thirty (30) calendar days.
- 7.010 A grievance involving the dismissal, suspension, or layoff of an employee shall be filed at Step 2, within fifteen (15) working days of the event giving rise to the Grievance.
- 7.011 The Company shall give the Union's Business Representative or their designee a copy of the letter of suspension or discharge of any employee within five (5) business days of such action being taken.
- 7.012 Any Grievance filed by the Company must be provided directly to the Union's Business Representative, or the Union's Office, in writing.
- 7.013 When settlement is reached at any stage of these proceedings, between the Company and the Union, such decision shall be final and binding for that particular matter, but shall be otherwise without prejudice and precedent.

ARTICLE 8 – Arbitration

- 8.01 Upon receipt of written notice, from either Party, that it wishes to have a grievance proceed to arbitration, the following procedure shall apply:
 - (a) The parties shall exchange names of arbitrators within ten (10) working days of the date of reply in Step 2 of the Grievance Procedure; and
 - (b) If the parties are unable to agree upon a choice of a sole arbitrator, the parties shall request the Minister of Labour to appoint a sole arbitrator.
- 8.02 Each party shall pay one-half of the fees and expenses of the sole arbitrator.
- 8.03 The arbitrator shall not have the power to alter, amend, modify, change, or make any decision inconsistent with the provisions of this Agreement. The arbitrator may, however, interpret its provisions.
- 8.04 The findings and decisions of the arbitrator shall be binding and enforceable on the parties.

ARTICLE 9 – Harassment and Discrimination Procedure

- 9.01 The Company and the Union agree that all individuals deserve to be treated with respect and dignity, and to work in an environment free from harassment and discrimination, as defined by the *BC Human Rights Code*.

9.02 For purposes of this Article:

- (a) Harassment includes any inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated; but excludes any reasonable action taken by the Company or supervisory/managerial personnel relating to the management and direction of employees or the place of employment.
- (b) Discriminatory harassment means inappropriate conduct or comment by a person towards an employee that the person knew or reasonably ought to have known would cause that employee to be humiliated or intimidated, which is related to any of the prohibited grounds in the BC *Human Rights Code*.

9.03 The Company and the Union agree that harassment and discriminatory harassment are serious violations of an employee's rights, dignity, and personal well-being, and are unacceptable in the workplace.

9.04 No employee shall be subject to any form of retaliation because they have, in good faith, brought a credible complaint of harassment, including discriminatory harassment, to the attention of the Company.

9.05 Harassment Complaint Procedure:

- (a) For purposes of this Article, an employee with an allegation of harassment is called the complainant and the person who they are making a complaint against is called the respondent.
- (b) A complaint of harassment, including discriminatory harassment, is not a grievance. This Harassment Complaint Procedure must be followed.
- (c) Until a harassment complaint is resolved, the Company may take interim measures as it deems necessary, which may include separating the complainant and respondent. The interim measures taken by the Company may be grieved, but such grievance shall not proceed until after the Harassment Complaint Procedure is exhausted.

(d) Informal Resolution

Before proceeding with a formal complaint, an employee who believes they have a complaint of harassment against an employee of the Company (including management or owners) may approach their supervisory personnel, and Shop Steward or Union staff representative, to discuss potential means of resolving the matter. If the matter is resolved to the complainant's satisfaction, the matter is deemed to be resolved.

If the complaint is not resolved at this stage, the Company shall investigate the allegation and may take steps to resolve the concern, as it may deem to be appropriate. The Company shall discuss the proposed resolution with the complainant. If the resolution is implemented to the complainant's satisfaction, the

matter is deemed to be resolved.

(e) Formal Resolution

Where a complaint is not resolved informally, the Company may decide to further investigate the allegation internally. Any discipline resulting from the investigation shall be subject to the grievance procedure.

Such investigation shall include timely interview of the parties involved. The outcome of the investigation shall be provided to the parties in writing within fourteen (14) days of the investigation being concluded. Timelines may be changed by mutual agreement.

Alternatively, the Union and the Company may jointly decide to refer the complaint to a mutually agreed independent adjudicator. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, then the adjudicator shall have the power to:

- i. make factual findings with respect to whether or not bullying or harassment occurred;
 - ii. dismiss the complaint; and/or
 - iii. recommend an appropriate level of discipline to be applied to the respondent, which may include termination for just cause.
- (f) It is agreed that disciplinary action taken by the Company against a respondent that is consistent with the recommendation of the independent adjudicator shall not form the basis of a grievance.
- (g) All complaints shall be kept confidential by the complainant, respondent, Company, Union, and witnesses.
- (h) The Union and the Company shall split the cost of the independent adjudicator.

ARTICLE 10 – Layoff and Recall

10.01 When the Company deems it necessary to reduce the workforce, the Company shall inform the Union of the need for layoffs. When a reduction in the workforce is required, the order of layoff shall be determined by reverse seniority within the affected store classification, provided the remaining employee(s) have the skill, ability, and qualifications to perform the remaining work.

10.02 Employees shall be recalled in order of their store classification seniority, subject to their having the skill, ability, and qualifications to perform the work required, without training. Employees shall be contacted at the last known email and telephone number provided to the Company. It is the responsibility of employees to keep the Company informed of their current contact information.

10.03 Where a layoff occurs due to a permanent store closure, affected employees who maintain their seniority may apply to be recalled to any other existing store within the

bargaining unit, in order of their classification seniority, subject to their having the skill, ability, and qualifications to perform the work required, without training. Employees shall be contacted at the last known email and telephone number provided to the Company. It is the responsibility of employees to keep the Company informed of their current contact information.

- 10.04 If an employee does not report to work in one (1) calendar week from the date of recall, without proper or sufficient reason acceptable to the Company, the employee shall lose their seniority rights under this Agreement effective the expiry of the calendar week.

ARTICLE 11 - Hours of Work and Overtime

- 11.01 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, number of days per week, nor as a guarantee of work schedules.

11.02 Work Scheduling

- (a) Work schedules shall be made based on operational requirements, and shall be made available to employees monthly. Any updates to the schedule made during the month shall be made available to employees.
- (b) Monday shall be considered the first day of work for the standard work week.
- (c) The Company may hire for specific shifts and availability based on store and operational needs. When hired for specific shifts or availability an employee may not apply to change their availability until the next availability submission date, outlined below, following their date of hire. It is further recognized that seasonal and probationary employees shall not be able to apply to change their availability, following their hire, and the process described below shall exclusively apply to regular employees.
- (d) Within two (2) weeks of ratification, employees must provide the Company with their availability to work of at minimum two (2) shifts per week. Employees may apply to update or change their availability up to four (4) times per year, on or before October 10 (for the November-January schedule), January 10 (for the February-April Schedule), April 10 (for the May-July schedule), and July 10 (for the August-October schedule), provided they continue to be available for not less than two (2) shifts per week.
- (e) The Parties recognize that availability for scheduled shifts does not guarantee that an employee will be scheduled or required to work on those days.
- (f) Requests to change availability shall be determined in seniority order on a classification basis; however, an employee who is already regularly scheduled and available for any particular shift shall not be displaced by a request to change availability of a more senior employee.
- (g) Where the number of employees requesting to change availability for any particular shift exceeds what the Company determines it may typically require or

results in the Company being unable to adequately schedule for a particular shift, that request to change availability shall be denied in reverse seniority order.

- (h) Where the Company reduces staffing for any particular shift following the schedule being posted, such reduction shall occur in reverse-seniority order.
- (i) If an employee becomes no longer available to work a scheduled shift, they may:
 - (i) Once per month, prior to the schedule being posted, submit a time-off request through the scheduling application, which the Store Manager has the sole discretion to approve or deny based on operational needs.
 - (ii) Employees may, alternatively, "swap" a scheduled shift with another willing and qualified employee. Approval for all such swaps must be granted by the Store Manager, which shall not be unreasonably denied. It is recognized that where multiple qualified employees are available to work a shift that the scheduled employee desires to swap, the Store Manager has complete discretion to award the shift, which may include a consideration of the existing availability of such employees.

11.03 Overtime

- (a) Overtime shall be paid in accordance with the BC Employment Standards Act, as amended from time to time.
- (b) The Union recognizes the Company shall schedule staff in a manner that minimizes overtime. Where overtime is required, the Company shall endeavour to distribute the overtime reasonably, among qualified employees who normally perform the required work.
- (c) An employee's overtime rate shall be calculated based on the applicable base rate. There shall be no compounding or pyramiding of any premiums.

11.04 Minimum Daily Pay

Any employee who reports for work as required and who is dismissed for the day, for any reason, shall receive payment for either the number of hours worked or two (2) hours' pay, whichever is the greater or whatever minimum entitlements they are entitled under the *Employment Standards Act*.

ARTICLE 12 – Seasonal Employees

- 12.01 The Company may hire seasonal employees at any time, and upon their hire seasonal employees shall be informed of the first and last day of their seasonal employment. Such term of employment shall not exceed six (6) months unless mutually agreed upon between the Company and the employee. It is agreed that seasonal employees shall not result in the layoff of any regular employee, and that seasonal employees shall not accrue any seniority during the course of their seasonal employment, except as provided by Article 12.04.

- 12.02 Seasonal employees shall, for all purposes during their seasonal employment, be considered probationary employees and entitled to only the same rights as probationary employees under the Collective Agreement, notwithstanding the length of their seasonal employment may exceed the probationary period.
- 12.03 The employment of seasonal employees shall be deemed to end on the last day of their seasonal employment, and the layoff/termination of a seasonal employee for reason of the conclusion of their seasonal term of employment shall not be subject to the Grievance Procedure.
- 12.04 If a seasonal employee is hired on a permanent full or part-time basis during the course of their seasonal employment, or is hired and works on a permanent full or part-time basis within six (6) months of the conclusion of their seasonal employment, the employee's length of service shall be backdated to the start date of their most recently completed seasonal contract, and the time served under the seasonal term of employment shall be counted towards the employee's probationary period.
- 12.05 Where a seasonal employee applies for subsequent seasonal employment within the bargaining unit, the Company shall consider a job applicant's prior seasonal work with the Company in the hiring process, provided such seasonal employment was within the previous calendar year.

ARTICLE 13 – Paid Breaks

- 13.01 An employee who works more than five (5) consecutive hours shall be entitled to a thirty (30)-minute paid break.
- 13.02 It is recognized that employees must be available to work during their paid break period, if required due to unforeseen circumstances.

ARTICLE 14 – Vacations

- 14.01 Employees shall earn annual vacation time and vacation pay in an amount as set out below:

Length of Employment	Vacation Entitlement	Vacation Pay (% of total earnings)
5 calendar days		4%
1 year	2 weeks	4%
5 years	3 weeks	6%

- 14.02 Employee vacation pay accrual shall be based on a percentage of earnings and paid each paycheck. Vacation time shall be taken as required by the BC *Employment Standards Act* as amended from time to time.

14.03 Vacation Scheduling

- (a) The Company shall post blank vacation schedules by February 1st of each year. Employees shall enter first preferences by March 1st, with the requested vacation week(s) to be confirmed by the Company no later than March 15th in each year. The Company shall endeavour to grant vacations at the time requested in the vacation period, considering business requirements. If a choice must be made between two or more requests for vacation at the same time, seniority shall apply.
- (b) Employees may request to take vacation, outside of the process in Article 14.3(a) above, by submitting their request to the Store Manager at least one (1) month in advance of the requested vacation start date. Such requests may be granted by the Company on a first-come, first-served basis, subject to operational requirements.
- (c) The Union recognizes the Company shall limit the number of employees off for vacation at once in any classification. The Company shall exercise its discretion to approve or deny vacation requests on this basis in good faith.

14.04 Employees must take their annual vacation entitlement, and vacation pay shall only be paid out as per above.

14.05 There shall be no carry over of vacation from one calendar year to the next.

ARTICLE 15 - Statutory Holidays

15.01 The following days shall be considered statutory holidays:

New Year's Day	British Columbia Day	Christmas Day
Family Day	Labour Day	
Good Friday	National Day for Truth and Reconciliation	
Victoria Day	Thanksgiving Day	
Canada Day	Remembrance Day	

along with any other statutory holiday declared by the Provincial government.

15.02 In order to receive statutory holiday pay, an employee who does not work the statutory holiday must have:

- (a) been employed for at least thirty (30) calendar days prior to the statutory holiday; and
- (b) earned wages or performed work on at least fifteen (15) of the thirty (30) calendar days immediately preceding the statutory holiday;

15.03 An employee who works on a statutory holiday will receive pay for their hours worked at a rate of time-and-a-half.

15.04 Statutory holiday pay for those who qualify shall be computed in accordance with the BC *Employment Standards Act*, as amended from time to time.

- 15.05 The Company may, upon written request in advance by a member of the bargaining unit or the Union, agree to substitute another culturally significant day for a named statutory holiday. Where this is agreed to, the substituted day shall be treated as the statutory holiday it replaces.
- 15.06 When a statutory holiday falls during an employee absence unpaid by the Company, including layoff, the employee shall not receive holiday pay.

ARTICLE 16 – Leaves of Absence

- 16.01 All leaves of absence provided for in this Agreement are leaves without pay, unless it is specifically provided in the appropriate article that the particular leave of absence is to be granted with pay.

16.02 Maternity, Parental, and Other Protected Leaves under the *Employment Standards Act*

Maternity, Parental, and other protected leaves of absence provided for in Part 6 of the BC *Employment Standards Act* shall be granted in accordance with the terms set out in the *Act*.

16.03 General Leave

Employees may make written application for general leaves of absence without pay. The Company, in its sole discretion, may grant requests after considering length of service, any compassionate grounds, and operational requirements. Such leaves of absence shall not exceed two (2) months. Requests for leaves in excess of two (2) months may be granted in the Company's sole discretion. The Company shall exercise good faith in the exercise of such discretion.

16.04 Educational Leave

Non-probationary and non-seasonal employees who have completed either:

- a) 1000 hours of consecutive service, or
- b) 18 months of consecutive employment,

May request an educational leave of absence for purposes of attending an educational program, which shall be taken in a continuous period for not less than three (3) months and shall not exceed four (4) calendar months.

The Company may, in its sole discretion, grant requests for educational leave after considering length of service, compassionate grounds, and operational requirements, but said request shall not be unreasonably denied.

It is recognized that the Company shall be entitled to limit educational leaves taken at any particular time, and where multiple employees in a store request educational leave, seniority along with operational requirements shall be the governing factors in determining who is granted the leave.

Following being granted an educational leave of absence an employee must return to work and work not less than 520 hours following their return to be eligible to make a request for an additional educational leave.

To be eligible to request an educational leave, the educational program for which the leave is sought must be an accredited educational institute in Canada, and/or an exchange program through such accredited educational institute.

ARTICLE 17 – Union Leave

- 17.01 The Company agrees that employees chosen by the Union for the purpose of attending Union conventions, training, or participating in negotiations involving the Company shall be given time off for those purposes.
- 17.02 The Union may book off up to two (2) employees from each store location for these purposes at any particular time. If the Company can demonstrate undue hardship on the business with regard to the book-off of two (2) employees at any given time, the Union agrees to book off one (1) employee.
- 17.03 The Union shall notify the Company at least three (3) weeks in advance of the commencement of all such leaves of absence.
- 17.04 The Company shall bill the Union and the Union shall reimburse the Company for wages paid to the employee and contributions made on the employee's behalf during such absence.

ARTICLE 18 – Union Representative Visits

- 18.01 Duly authorized representatives of the Union shall be entitled to visit the store upon providing a minimum of twenty-four (24) hours' notice to the Store Manager or their designate. The Store Manager may require the Union representative to reschedule the visit due to store needs. Store visits shall not be unreasonably rescheduled. Employees shall not be disrupted during their working hours by any Union representative.
- 18.02 The Union shall have the use of one (1) bulletin board at each store location within the bargaining unit, which shall be provided to the Company for the purpose of posting official Union notices that may be of interest to Union members. All such material may be posted only on the authority of the Executive Committee of Union or Shop Stewards.

ARTICLE 19 – Benefits

- 19.01 The Company shall continue its current health spending account, or its reasonable equivalent (the "Account"), for active non-probationary, non-seasonal employees who have worked an average of thirty (30) hours per week over the previous period of January 1 to December 31 of the prior calendar year (the "Qualifying Criteria").
- 19.02 The Company's sole obligation under this Article is to provide the Account. Any disputes regarding eligibility or coverage decisions made by the benefit provider are not subject to the Grievance Procedure. However, the Parties agree that any dispute as to whether or

not an employee has worked an average of thirty (30) hours per week over previous period (January 1 - December 31 of the prior calendar year) shall be subject to the grievance procedure.

- 19.03 The Parties agree that Joint Labour Management meetings may be utilized to propose, discuss, and upon mutual agreement between the Parties determine changes to the Benefit Plan.

ARTICLE 20 – Wages

- 20.01 Attached to this Agreement shall be a Wage Schedule and a listing of classifications covering bargaining unit employees.
- 20.02 When an employee is either temporarily or permanently transferred to a different classification, they shall be paid in accordance with the new classification's pay scale.

ARTICLE 21 – Health and Safety

- 21.01 The Company and the Union shall agree to promote a safe and healthy work environment for all employees. The Company shall make reasonable provisions for the safety and health of employees during the hours of their employment.
- 21.02 A Joint Health and Safety Committee shall be established and maintained as required by the BC Workers Compensation Act and its applicable regulations. Where required by the Workers Compensation Act, the committee shall be set up as follows for each store location: the Company may appoint two (2) or more representatives from the management staff (not to exceed four) from each store and the Union shall appoint two (2) representatives from each store from their membership covered by this Agreement. The Union shall notify management as to who has been appointed.

ARTICLE 22 – International Workers

- 22.01 The Company recognizes the importance of assisting employees with permanent residency or citizenship to Canada. Should an employee request the Company complete any necessary forms for purposes of an application for permanent residency or citizenship, the Company shall make a good faith effort to provide such information to the employee in a timely manner. It is agreed that all information ultimately provided to the government is support of an employee's application for permanent residency or citizenship is ultimately the responsibility of the employee and this Article imparts no monetary obligations on the Company.

ARTICLE 23 - General

- 23.01 The Company may require an employee to provide a physician's note to substantiate any absence due to sickness or injury. The Company may require further detail from the physician where circumstances reasonably warrant subject to any applicable restrictions imposed by the BC Employment Standards Act, as amended from time to time, and in accordance with its duty to accommodate pursuant to the BC *Human Rights Code*.

23.02 If the Company introduces or intends to introduce a measure, policy, practice, or change that affects the terms, conditions, or security of employment of a significant number of employees to whom this collective agreement applies, the Company shall provide notice to the Union at least sixty (60) days before the date on which the change is to be effected, and the parties shall comply with Section 54 of the BC *Labour Relations Code* as follows:

- (a) the Company must give notice to Union at least sixty (60) days before the date on which the measure, policy, practice, or change is to be effected; and
- (b) after notice has been given, the Company and Union must meet, in good faith, and endeavor to develop an adjustment plan, which may include provisions respecting any of the following:
 - i. consideration of alternatives to the proposed measure, policy, practice, or change, including amendment of provisions in the Collective Agreement;
 - ii. human resource planning and employee counselling and retraining;
 - iii. notice of termination;
 - iv. severance pay

23.03 The Company shall make good faith and reasonable efforts to schedule the delivery of product to the UBC store location outside of hours during which the business is open to customers. The parties recognize that product delivery during hours which the business is open to customers may occasionally occur, due to unforeseen circumstances.

23.04 The Company agrees to provide employees upon their hire or promotion the applicable job description associated with their role, as amended from time to time. It is recognized that job descriptions are a general outline of the expectations of a position and do not encompass each and every duty an employee may be required to perform in the course of their role.

23.05 Where new classifications are introduced into the bargaining unit, the Company and the Union shall meet in good faith to discuss the job responsibilities and rates of pay. Where the parties are unable to agree on wage rates for the new classification(s), this matter may, by mutual agreement, be decided by an interest arbitrator.

ARTICLE 24 – No Strike or Lockout

24.01 It is understood that during the term of this Agreement the Company shall not lock out its employees. It is also understood that during the term of this Agreement the Union shall not permit, engage in, or encourage any strike action by its members with respect to the Company.

ARTICLE 25 – Duration

- 25.01 Except where specifically stated to the contrary, the terms of this Agreement shall be in full force and effect from the date of ratification up to and including October 31, 2028 and there after from year to year, unless either party gives notice in writing of termination or amendment of not more than one hundred and twenty (120) days and not less than thirty (30) days prior to the date of expiration.
- 25.02 This Agreement shall take effect upon ratification. Unless specifically identified, no provisions of this Agreement or any attached schedule or letter of understanding shall be retroactive or have any retroactive effect.
- 25.03 The parties agree the operation of Section 50(2) and 50(3) of the *Labour Relations Code* is excluded from this Agreement.

SIGNED THIS 21st DAY OF JUNE, 2026.

FOR THE UNION
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518



Patrick Johnson, President

FOR THE EMPLOYER
RAIN OR SHINE HOMEMADE ICE CREAM
LTD.



Blair Casey (Jul 21, 2026 16:29:32 PDT)

Blair Casey, Owner

APPENDIX A - WAGE SCHEDULE

Classification	Hours Worked in classification	Date of Ratification	1 year post ratification	2 years post ratification
Seasonal/ Probationary	N/A	MW	MW	MW
Scooper	0-910	\$18.50	2.0% increase	2.0% increase
	911-1820	\$18.85	2.0% increase	2.0% increase
	1821-3499	\$19.20	2.0% increase	2.0% increase
	3500+	\$19.50	2.0% increase	2.0% increase
Production	0-910	\$18.75	2.0% increase	2.0% increase
	911-1820	\$19.40	2.0% increase	2.0% increase
	1821-3499	\$21.00	2.0% increase	2.0% increase
	3500-4499	\$22.00	2.0% increase	2.0% increase
	4500+	\$23.00	2% increase	2% increase

- MW refers to the minimum wage of the Province of British Columbia, as amended from time to time.
- The rates contained in this Wage Schedule are minimum rates.
- The Company may, in its sole discretion, upon hiring any employee, recognize and award any number of hours with respect to similar prior service for purposes of the employee's placement on the Wage Schedule upon their hire. The Company's decision to award hours under this provision shall not be made in a manner that is arbitrary, discriminatory, or in bad faith.
- Employees who are paid above the wage rate set out in the above schedule on the date of ratification, shall not have their wage decreased upon ratification, and shall be red-circled for all work performed in their current classification at their current store. For shift leaders, the shift leader premium described below shall be accounted for when comparing wage rates from prior to ratification to wage rates postratification.
- Scoopers who are qualified and selected to work as a Shift Leaders shall receive a premium of \$1.00 per hour, for hours scheduled and worked as a shift leader.

LETTER OF UNDERSTANDING #1

BETWEEN

Rain or Shine Ice Cream (the "Company")

AND

United Food and Commercial Workers Local 1518 (the "Union")

Re: Joint Labour Management Committee

The parties agree to the establishment of a Joint Labour Management (JLM) Committee, consisting of management representatives and staff representatives. One Shop Steward or employee representative per store location shall attend the meeting. The Union servicing representative shall be notified of any meetings and may also attend the meetings from time to time. Where practical, the Store Manager, or other approved representative of the Company shall be one of management's representatives at any meeting.

The JLM Committee may hold meetings every four months at the request of either Party, or more often, if agreed. The purpose of the JLM is to encourage open and candid discussion on topics and issues that arise in, or are related to the workplace, and to promote cooperative resolution of workplace issues. Topics that may be discussed at JLM meetings, may include, but not be limited to workplace diversity and hiring initiatives, workplace comfort and safety concerns, and other topics and issues that arise in, or are related to the workplace.

The parties agree that the JLM Committee shall not use this forum to discuss such matters as changing terms of the collective agreement, duty to accommodate issues, or outstanding grievances, but rather to foster a respectful working relationship between workers and management, and a commitment to resolve outstanding issues proactively and in a timely manner. In recognition that this is a First Collective Agreement, both parties agree that upon request from either the Company or the Union, both parties shall use the JLMs to discuss whether the Agreement is working as intended.

SIGNED THIS 21st DAY OF JUNE, 2026.

FOR THE UNION
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518



Patrick Johnson, President

FOR THE EMPLOYER
RAIN OR SHINE HOMEMADE ICE CREAM
LTD.



Blair Casey (Jul 21, 2026 16:29:32 PDT)

Blair Casey, Owner

LETTER OF UNDERSTANDING #2

BETWEEN

Rain or Shine Ice Cream (the "Company")

AND

United Food and Commercial Workers Local 1518 (the "Union")

Re: Tip and Gratuities

In the event the Employment Standard Branch determines the Employer's existing tip distribution/pool is in violation of the Employment Standards Act, the Employer shall make such revisions to its tip distribution practices to ensure any tip or gratuity program is compliant with the *Employment Standards Act*.

It is further recognized that the Employer may be required to report and make all required statutory deductions from any controlled tips, as required by the Canada Pension Plan and the *Employment Insurance Act*.

The Parties recognize that issues arising from the Employer's tip and gratuity policy/pool may be discussed at JLM meetings, in good faith.

SIGNED THIS 21st DAY OF JUNE, 2026.

FOR THE UNION
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518



Patrick Johnson, President

FOR THE EMPLOYER
RAIN OR SHINE HOMEMADE ICE CREAM
LTD.



Blair Casey (Jul 21, 2026 16:29:32 PDT)

Blair Casey, Owner

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