

COLLECTIVE AGREEMENT

Between

MEC Mountain Equipment Company Ltd., carrying on business as MEC.

(hereinafter referred to as the “Employer”)

And

United Food and Commercial Workers, Local 1518

(hereinafter referred to as the “Union”)

June 2, 2024 to June 1, 2027

Ratified: June 27, 2024



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ARTICLE 1 – Bargaining Agency

- 1.01 Union Recognition:** The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the MEC retail and event operations at 111 East 2nd Avenue, Vancouver, and MEC retail employees at 450 Government Street, Victoria, except Leadership Team, and those excluded by the Code, with respect to rates of pay, wages and all other conditions of employment set out in this agreement.

ARTICLE 2 – Union Shop

- 2.01 Union Membership:** Employees within the scope of the bargaining unit will be required to join the Union.
- 2.02 Union Member Information:** The Employer agrees to provide the Union in writing with the name, **email address, phone number and mailing** address of each employee in the bargaining unit along with the employee's date of hire **through the online portal provided by the Union, no later than fourteen (14) days from the date of hire.** The Employer further agrees to provide the Union once a quarter with a list containing names of all employees who have terminated their employment during the preceding three months.
- 2.03 Bargaining Unit Work:** All bargaining unit work shall be performed by members of the bargaining unit with the following exceptions. While the primary responsibilities of individuals excluded from the bargaining unit is managerial in nature, it is recognized that they may perform the duties of bargaining unit employees. Head office or other MEC senior staff or third-party representatives may perform bargaining unit work in the store from time-to-time. **Work by Head Office, MEC senior staff or third parties will not result in loss of work and/or bargaining unit hours** for any full- or part-time employees or the termination of Flex employees.

ARTICLE 3 – Union Dues

- 3.01 Union Dues:** The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, Union dues as are authorized by regular and proper vote of the membership of the Union. The Union will supply an appropriate form to the Employer so new employees, at the time of hire, will authorize Union dues deductions. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four-week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four-week period of each employee for whom the deductions were made. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

ARTICLE 4 – Schedule, Breaks, Overtime, Statutory Holidays

4.01 Basic Workweek: Sunday shall be considered the first day of work for the basic workweek.

4.02 Work Schedule: A weekly work schedule will be posted on or before Tuesday for the workweek beginning Sunday, three (3) weeks in advance. The Employer is required to advise individual employees of the changes to the work schedule after it has been posted, except for circumstances outside of the Employer's control.

The Employer will continue the practice of giving advance notice to all employees of changes in the schedule after posting. Changes in the schedule after posting are by mutual agreement between the Employer and employee.

Daily hours of work shall be consecutive with the exception of breaks.

4.03 Statutory Holidays: The following days shall be considered statutory holidays:

New Year's Day	Family Day	Good Friday
Victoria Day	Canada Day	B.C. Day
Labour Day	National Day for Truth and Reconciliation	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day

and all other public holidays proclaimed by Federal, Provincial or Municipal governments.

Employees required to work on one of the above listed statutory holidays shall be compensated at the rate of 1.5x their regularly hourly rate.

4.04 Breaks: The parties agree that the present practice as it relates to breaks will continue.

4.05 Overtime: Hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of time-and-a-half (1½) the regular rate.

4.06 Interval Between Shifts: There shall be an interval of not less than ten (10) hours between shifts for all employees unless mutually agreed, with the exception of inventory counts.

4.07 Availability Change: Employees can make changes to their availability at minimum every eight (8) weeks from the day they last submitted their availability. Employee's new availability will then come into effect four (4) weeks from the approval date providing it meets all requirements. The Employer will approve change to availability requests within seven (7) days of receipt of the request.

Newly hired employees must commit to the agreed upon availability at the time of hire for a minimum of eight (8) weeks.

The Employer will make best efforts to approve short term availability changes outside of the prescribed minimums on the basis of operational needs and the reason for the request.

- 4.08 Minimum Daily Pay:** An employee who is called to work and upon reporting to work finds that their services are not required shall receive ~~two (2)~~ a minimum of four (4) hours pay. **It is understood by the parties that this only applies when the employee is directed by management to end their shift early, and does not apply when an employee voluntarily chooses to end their shift early due to their services not being required by management.**

When approved by management, if an employee attends a product knowledge workshop, mandatory staff meeting or training or other special assignments outside of the regular scheduled shifts, they shall be paid a minimum of two (2) hours.

Product Knowledge (PK) session participants and scheduling will be determined by management based on business needs. PK attendees will be paid their hourly wage for the duration of any PK sessions they attend and shall be paid for no less than two (2) hours.

- 4.09 Recording Hours of Work:** The Employer shall provide an electronic time recording process to enable employees to record their hours of work for payroll purposes. Employees shall record their own time at the time they start and finish work through the time recording system.

ARTICLE 5 – Employee Classification and Days Off

- 5.01 Credit for Previous Experience:** Following ratification, the Employer will apply its hourly starting wage exception for new employees with applicable work experience. The Union retains the right to grieve the application of the hourly starting wage exception. In addition, the policy will be applied to employees hired after October 1, 2017.
- 5.02 Scheduling Rights:** Full-Time (FT) Staff will be scheduled forty (40) hours per week and paid thirty-seven- and-a-half (37.5) hours per week with set days off (including one weekend day, if desired) and full availability on other days to support the needs of the business.

Part-Time (PT) Staff will be scheduled a minimum of fifteen (15) hours per week with a minimum of twenty-one (21) hours availability per week, as a minimum, including (i) one (1) evening until close, one (1) weekend day (full availability), and one (1) other shift between Thursday to Sunday or (ii) open to close availability Saturday and Sunday with the understanding of work both days and no weekday availability is required.

PT Staff are maximized by seniority to their hours of availability and preference up to twenty-one (21) hours, provided there is no impact on hours claim for FT Staff.

Remaining hours will be assigned by seniority to Flex staff up to twenty-one (21) hours per week. After Flex staff are scheduled, any remaining hours will then be assigned by seniority to PT employees with unscheduled availability up to twenty-five

(25) hours per week or higher by mutual agreement.

It is recognized that hours claim may be adjusted to ensure relevant expertise in the coverage of departments.

Flex Staff are permanent employees with twenty-one (21) hours of availability, work a minimum of four (4) hours per week, with full availability on Saturdays and Sundays and at least one (1) weekday closing shift. Flex Staff are not eligible for benefits, are eligible for store discounts and will **accrue a vacation balance.**

The Employer may hire Flex Employees up to a maximum of forty percent (40%) of the total employee head count in each store, provided there is no loss to bargaining unit hours for FT and PT employees.

Seasonal Staff are hired for a fixed term period (up to a maximum period of three (3) months), will have full availability on Saturday and Sunday and one (1) other day during the week, with twenty-one (21) hours of availability required per week. Those seasonal staff who have had their contract ended will be restricted from working a subsequent contract for a period of three (3) months.

The **hiring of** seasonal staff will in no way impact the number of **FT and PT staff** positions.

5.03 Probation: During the first three (3) calendar months of employment, each new employee shall be on probation and will have their performance evaluated by their supervisor within their first two (2) months of employment. The parties agree that probationary employees may have their employment terminated on the standard of suitability.

5.04 Full-Time Guarantee and Posting: The Employer will guarantee a minimum of ten (10) full-time status positions in the Victoria store and **eighteen (18)** full-time status positions in the Vancouver store.

Where a guaranteed minimum full-time status position is vacated, the Employer will complete an internal posting within ten (10) days of the vacancy. Postings are to be circulated to all employees by email and by hard copy posted in a visible location.

The Employer and the Union agree to meet to discuss changes to the guaranteed minimum number of full-time status positions in the event of force majeure. The

Employer and the Union will come to an agreement on the reduction of status positions as required.

5.05 Status Position Vacancy: When a full- or part-time status position is vacated, within three (3) months, management shall update the employees on its decision to replace the vacancy. Status positions will be awarded based on seniority, provided the candidate has skills and qualifications to perform the job and is in good performance standing (no discipline recorded beyond a verbal warning). Internal applicants are guaranteed preference over external applicants for all postings. It is further understood that vacancy of status positions will be a standing agenda item at joint labour management meetings. The Union reserves the right to grieve the application of the status change policy.

For specialized roles, including Bike Mechanic, Visual Merchandiser, Inventory Specialist and Daily Stock Specialist, the Employer will first consider skills and qualifications in awarding a position. Where skills and qualifications are equal, the position will be awarded based on seniority.

ARTICLE 6 – Shift Availability and Introduction of Graveyard Shift

6.01 Graveyard Shift: The Employer agrees it will meet with the Union and discuss the introduction of a graveyard shift prior to its implementation. The purpose of this discussion will be to lessen the impact on the employees.

6.02 Rights on Rehire: Where a MEC Mountain Equipment Company Ltd. employee is rehired **into a bargaining unit role, from either a unionized or non-unionized store,** within two (2) years after termination of employment, they will be credited with all accumulated seniority, wage step and all other accruals, regardless of status at the time of termination **or rehire.**

The specific role offered to a rehired employee will be based on role availability within the store and business needs.

6.03 Days Off and Consecutive Days of Work Limited: Employees shall not be required to work in excess of five (5) consecutive days unless mutually agreed upon.

Full-Time staff will have two (2) set days off per week or the option of split days off subject to the following:

Full-time staff have a choice of either:

1. Consecutive days:
 - a. Friday and Saturday OR Sunday and Monday
OR
 - b. Any two (2) consecutive weekdays
OR
2. Split days:
 - a. Any two (2) weekdays
OR
 - b. One (1) weekend day and one (1) weekday

6.04 Access to Increased Shifts: The Parties recognize that availability of shifts is driven by store performance. For part-time and Flex employees, access to an increased opportunity for shifts will grow with greater personal availability and higher levels of cross training in areas across the store. MEC commits to providing equitable access to cross training opportunities. When employees are equally cross trained and equally available, length of service will be considered to ensure increased opportunity for shifts.

ARTICLE 7 - Vacations

7.01 Vacation Accrual: Flex, part-time and full-time employees begin accumulating vacation hours on their date of hire. Hourly employee’s vacation pay accrual will be based on a percentage of earnings. Seasonal staff will be paid their vacation accrual on each pay.

Length of Employment	Vacation Entitlement	Vacation Pay (% of total earnings)
Year 1 (subject to successful completion of probation)	2 weeks	4%
After 1 year from date of hire	3 weeks	6%
After 5 years from date of hire	4 weeks	8%
After 10 years from date of hire	5 weeks	10%
After 15 years from date of hire	6 weeks	12%

Full Time and Part Time Employees can go the equivalent of one (1) week guaranteed minimum contract hours into the negative for vacation balance. Where an employee goes into the negative, they must accrue a positive vacation balance before taking further time off.

Requests for vacation selections will be considered for approval for future vacation, where the employee has moved back to positive balance by the date that the vacation begins. The Employer will have discretion, based on compassion and nature of the request, to approve vacation where the employee has not moved back to a positive balance by the start of the vacation date.

An employee who goes into the negative in vacation balance and then terminates employment leaving an amount owing, will permit the Employer to recover the owing amount for the negative vacation balance, from the employees last pay deposit.

7.02 Seniority Vacation Rights: If multiple employees request vacation on the same dates and store needs cannot accommodate all requests, the senior employee shall be granted vacation subject to management approval, which will include considerations such as the reason for the request and prior year’s vacation time.

7.03 Single Day Vacations: Subject to store needs, vacation may be taken in single-day allotments.

7.04 Continuous Vacation Blocks: Requests to book vacation in a continuous block will not be unreasonably denied.

7.05 Unused Vacation: Employees are expected to use their entire vacation entitlement in

each calendar year and managers will be entitled to schedule unused vacation subject to advance notice given to an employee. Unused vacation that is not taken before the end of the calendar year, can be taken during the “Grace Period”. Grace Period is defined as January 1 through to June 30 the following year. In the event, the statutory minimum of unused vacation is not taken by the end of the Grace Period, it will be paid out.

ARTICLE 8 – Health and Welfare Plan

8.01 Health and Welfare Plan: MEC’s current health and welfare plan, as amended from time to time, will continue to be applied in the Vancouver and Victoria stores **as outlined in Appendix I and II of the collective agreement**. Any future amendments will not result in a reduction of benefits, and will be discussed with the Union before implementation.

Employees hired into the Flex or Seasonal employment categories are exempt from participating in the benefit program.

The Employer agrees to maintain the Health and Welfare Plan and the provisions of its benefits policy. The Employer agrees to maintain the current cost sharing structure for all benefits included in the Health and Welfare Plan.

Eligibility: All permanent part-time and full-time employees, their spouses and dependents are eligible to participate in the group benefits plan. The employee's status determines which category of the plan they are eligible for, but all eligible employees are required to join unless they have written proof of coverage under another private plan.

Access to Documents and Information: Within thirty (30) days of signing the agreement and within thirty (30) days of each amendment or renewal, the employer shall provide the union with: a copy of the insurance policy and its endorsements; documents attesting to the general conditions and coverages of the insurance policy and its endorsements. When changes are made to the plan, the dedicated intranet page is updated as soon as possible. The Employer makes available on the intranet a pamphlet explaining the insurance coverage, and this, at the time of the renewal of the contract if there are modifications to the plan or a change of insurer.

ARTICLE 9 – Leave of Absence

9.01 Leave Policies Maintained: The parties agree that MEC’s current leave of absence policies will be maintained. It is understood that the current leave of absence policies include, but are not limited to, care days, unpaid leave, parental leave and maternity leave. The Employer agrees to meet in good faith with the union prior to any amendment to the existing policies.

9.02 Unpaid Personal Leave: Employees are eligible to apply for a leave of absence after one (1) year of service with MEC with satisfactory performance. A leave of absence is granted only if the employee has the intent to return to work at the end of the leave. A leave is granted at the Employer’s discretion based on operational needs, provided it meets all eligibility requirements.

Minimum Period Unpaid time off is not considered a leave of absence until it exceeds one (1) week. Once every two (2) years, An unpaid leave may be granted for up to three (3) consecutive months. In unusual cases, on an exception basis, the Employer may consider requests for additional time, up to a maximum of one (1) year.

9.03 Maternity Leave and Top Up: An employee who is pregnant is entitled to unpaid Maternity Leave as per the *BC Employment Standards Act*. They are also entitled to additional Parental Leave combined with Maternity Leave as per the *BC Employment Standards Act*.

Maternity Leave may begin before the expected birth date, and the leave must begin at latest at the birth of the child. The leave must end no earlier than six (6) weeks after the birth date unless the employee requests and is approved by the employer for a shorter period, and receives a medical clearance to do so.

Parental Leave: The Employer shall provide employees with a leave of absence without pay as follows:

- Birth Parent: As per *BC Employment Standards Act*
- Parent (non-Birth Parent): As per *BC Employment Standards Act*

Maternity/Parental Leave Top-Up: A maternity/parental leave top-up is available to eligible full-time status employees who have been employed by MEC for at least one (1) year at the start of the leave.

The Employer will top up earnings through EI to a maximum of seventy-five percent (75%) of gross salary for the first eleven (11) weeks.

9.04 Care Days: On January 1 of each year, an employee is entitled to the following number of hours of sick leave:

	Regular FT	Regular PT	Flex
Annual Entitlement	90 hours (equivalent to 12 days of 7.5 hours) each year	45 hours (equivalent to 6 days of 7.5 hours) each year	37.5 hours (equivalent to 5 days of 7.5 hours) each year
Rehired in same year	Eligible for remaining annual sick entitlement	Eligible for remaining annual sick entitlement	Eligible for remaining annual sick entitlement
Eligibility	After 90 days of employment *A maximum of 2 paid Care Days may be used during the probationary period.	After 90 days of employment *A maximum of 2 paid Care Days may be used during the induction probationary period.	After 90 days of employment *A maximum of 2 paid Care Days may be used during the probationary period.

If an employee changes status during the year, their sick leave bank will be prorated to reflect the number of full months in their new status, based on the date of the change in status.

ARTICLE 10 – Seniority

10.01 Definition of Seniority: Seniority is defined as number of paid hours including statutory leaves, disability leave, and WorksafeBC leave from the most recent hire at MEC. Seniority lists of all employees shall be forwarded to the Union office twice per year.

The Employer agrees to forward an annual list of all bargaining unit employees' names and addresses to the Union office in addition to seniority lists with hourly rate of pay upon request up to twice per year.

Seniority will be lost if an employee:

- Voluntarily leaves the employ of the Employer; or
- Is discharged; or
- Is absent without approved leave for a period of more than three (3) working days; or
- Fails to report to work within five (5) working days of being recalled from a layoff.

10.02 Notice of Lay-off: The Employer agrees to give full- and part-time employees one (1) weeks' notice in writing prior to layoff. Such notice shall not be required in cases of layoffs due to fire, flood or other cases of force majeure.

ARTICLE 11 – Management Rights

11.01 Management Rights: The Union recognizes and agrees that except as specifically modified by this Agreement, all of the rights which the Employer has are retained solely and exclusively by the Employer, including but not limited to the exclusive right to, manage the business and direct the work force, organize the work, hire, discipline, promote, demote, discharge, and suspend for just and reasonable cause.

ARTICLE 12 - Grievance

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

12.02 Grievance Procedure: Grievances shall be submitted by the Union and the Employer within 30 days of the event giving rise to the grievance and must be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union representative or representatives and the Employer representative or representatives shall meet and in good faith shall earnestly endeavor to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 14 of this Agreement.

12.03 Grievance on Dismissal or Lay-off: Grievances involving the dismissal or layoff of an employee must be submitted to the Employer within ten (10) working days from the date of dismissal.

12.04 Employer Response: Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union.

ARTICLE 13 – Board of Arbitration

- 13.01 Single Arbitrator:** The Board of Arbitration shall be composed of a mutually agreeable single arbitrator.
- 13.02 Grievances in Writing:** Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue.
- 13.03 Arbitrator Powers:** In reaching a 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.
- 13.04 Findings of the Arbitrator:** The findings and decision of the Arbitrator shall be binding and enforceable on the parties.

ARTICLE 14 – Miscellaneous

- 14.01 Union Decal:** The Employer agrees to display a Union decal in a format consistent with MEC's design criteria at the staff and member entrances of each unionized location represented by UFCW 1518.
- 14.02 Tools and Equipment:** All tools and equipment which are required to be used by the employees shall be supplied and kept in repair by the Employer at no cost to the employee.
- 14.03 Employee Discipline:** A copy of formal discipline report to be entered on an employee's file will be given to the employee. An employee's signature on discipline indicates receipt of the discipline and not agreement with it. Subject to giving the Employer advance notice of at least three (3) days, employees shall have access to their personnel file.
- 14.04 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, as defined by the BC Human Rights Code.

Where the Employer has received an allegation of harassment or discrimination, it will be investigated by the Employer per MEC policy. If the Union receives an allegation, it shall immediately advise the Employer.

A summary of the investigation report will be provided to the Union upon request with the consent of the employees involved.

- 14.05 Union Board:** The Employer will provide a dedicated bulletin board for the exclusive use of the Union. Shop stewards or Union representatives shall be the only authorized people to post material. In the event management has concerns related to content on the bulletin board, the material will be removed and the parties shall have a good faith discussion related to the concerns.
- 14.06 Progressive Discipline:** The parties agree that MEC utilizes a progressive discipline policy which will be applied in the store. The Employer agrees to meet in good faith

with the Union prior to any amendment to the existing discipline policy.

- 14.07 Mobile Phone Apps:** The Employer will recognize that the use of mobile phone apps related to day-to-day job duties are to be used by employees on a voluntary basis and will not be relied on for giving direction to staff.
- 14.08 Employee Discount:** The Employer will maintain a policy of discounts for employees and their immediate family members that includes at a minimum thirty-five (35%) on MEC soft goods, twenty-five percent (25%) on MEC hard goods and twenty-five percent (25%) on all other brands. Terms conditions, and exclusions outlined in MEC's employee Purchase Policy Must be Adhered to.
- 14.09 Staff Parking:** The Employer will maintain ten (10) parking stalls located on the premises in Vancouver. These parking stalls are open to be accessed by bargaining unit employees, free of charge on a first-come-first-served basis.

ARTICLE 15 – Occupational Health and Safety Committee

- 15.01 Occupational Health and Safety Committee:** The Employer agrees to maintain a Health and Safety Committee. The Committee shall function in accordance with the WorksafeBC Health and Safety Regulations.

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

- 15.02 Employer and Union Responsibilities:** The Employer, the Union and each employee have a shared responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.

This will include, but is not limited to the Employer providing the Union with the details of the Employer's Health & Safety Program. The Union will be provided with applicable incident reports and recommendations flowing from any incident upon request with the consent of the employees involved.

All safety clothing and protective equipment required by the Employer or by WorksafeBC shall be provided for and maintained by the Employer.

ARTICLE 16 – Union Leave, Shop Stewards and Joint Labour Management

16.01 Union Leave: Subject to the needs of the business, the Employer agrees that employees chosen to attend Union conventions, conferences, seminars or Union negotiations shall be given time off up to seven (7) days according to the following formula:

(a) Not more than five (5) employees.

The Union shall notify the Employer at least four (4) weeks in advance of the commencement of all such leaves of absence.

16.02 Extended Union Leave: Upon at least five (5) weeks' notice and subject to the needs of the business, the Employer shall grant a leave of absence, for purposes of Union business, to three (3) employees on the following basis:

(a) Up to six (6) months' leave of absence. Any further time would be subject to mutual agreement.

16.03 Reimbursement: The Employer will bill the Union and the Union will reimburse the Employer for wages and benefits paid to an employee during a Union leave of absence under Article 17.01, not to exceed seven (7) days.

16.04 Store Visits of Union Representatives: Duly authorized representatives of the Union shall be entitled to visit the store with a minimum two (2) hours' notice to the store manager or their designate. The manager may require the Union representative to reschedule the visit due to store needs. Store visits will not be unreasonably rescheduled.

16.05 Shop Stewards: It is recognized that shop stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or elections and the Employer agrees to recognize Shop Stewards and alternate Shop Stewards.

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice shall be made aware of the meeting and be present if the employee requests it when that 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.

16.06 Joint Labour Management: It is agreed that Joint Labour Management (JLM) meetings will be held on a regular basis, at least once per quarter, involving an equal number of management and employee representatives to a maximum of three (3) people. The purpose of these meetings is to promote a harmonious relationship between management and employees, and the expectation is for a good faith discussion related to issues in the workplace.

It is agreed between the parties that training will be a standing agenda item at all JLM meetings.

ARTICLE 17 – Policy Change

17.01 Policy Change: If MEC 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 bargaining unit employees, MEC will give 60 days' notice before the date on which the measure, policy, practice or change is to be effected, and offer to meet in good faith, and endeavour to develop an adjustment plan, which may include any 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;
- (v) a bipartite process for overseeing the implementation of the adjustment plan.

ARTICLE 18 – Expiration and Renewal

18.01 Duration: This Agreement shall be for the period from and including **June 1, 2024** to and including **June 1, 2027** and from year to year thereafter, subject to the right of either Party to the Agreement, within four (4) months immediately preceding **June 1, 2027** or any subsequent anniversary date thereafter to:

- (a) Terminate this Agreement, in writing, effective June 1, **2027** 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:

- (i) The Union gives notice of strike in compliance with the Labour Relations Code of British Columbia, or
- (ii) The Employer gives notice of lockout in compliance with the Labour Relations Code of British Columbia.

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

ARTICLE 19 - Wages

19.01 Retroactivity: All wage increases are retroactive from **June 1, 2024**, for all employees as of date of ratification.

No employee's wages or benefits shall be negatively impacted by the implementation of the new contract.

19.02 Keyholder/Retail Accounting/Learning Assistant Premium: The Employer will pay a premium of two dollars (\$2.00) per hour to any employee for each hour that they are assigned Keyholder, Retail Accounting, and/or Learning Assistant duties.

19.03 Visual Merchandiser, Daily Stock Specialist and Inventory Specialist Wages:

Employees who are classified as Visual Merchandiser, Daily Stock Specialist or Inventory Specialist will be paid in accordance with the Retail Hourly Wage Scale based on years of previous experience in the same job title according to the following grid:

LEVEL	PREVIOUS EXPERIENCE
8	Less than 1 year experience
9	More than 1, less than 2 years experience
10	More than 2, less than 3 years experience
11	More than 3, less than 5 years experience
12	5+ years of experience

Once integrated into the Retail Hourly Wage scale, these employees will advance by step based on the number of hours elapsed column.

If movement of an existing employee to the Visual Merchandiser, Inventory Specialist or Daily Stock Specialist position does not result in a wage increase, the employee will be placed one (1) pay step higher than determined by previous experience in the role or they will be awarded a \$0.50 off-scale increase if the existing employee is currently at the pay step fifteen (15).

Employees classified as Visual Merchandiser, Daily Stock Specialist or Inventory Specialist at Step 15 or higher as of date of ratification will receive the annual percentage increases as outlined underneath the Retail Hourly Wage Scale.

19.04 RETAIL HOURLY WAGE SCALE

Step	Hours	Elapse Hours	Classification	June 1, 2023	June 1, 2024	June 1, 2025	June 1, 2026
1	0 to 499	500	Advisor	\$17.25	\$18.11	\$18.66	\$19.22
2	500 to 999	500	Advisor	\$17.40	\$18.27	\$18.82	\$19.38
3	1000 to 1499	500	Advisor	\$17.55	\$18.43	\$18.98	\$19.55
4	1500 to 1999	500	Advisor	\$17.70	\$18.59	\$19.14	\$19.72
5	2000 to 2499	500	Advisor	\$17.85	\$18.74	\$19.30	\$19.88
6	2500 to 3499	1000	Advisor	\$18.00	\$18.90	\$19.47	\$20.05
7	3500 to 4499	1000	Advisor	\$18.20	\$19.11	\$19.68	\$20.27
8	4500 to 5499	1000	Specialist	\$18.45	\$19.37	\$19.95	\$20.55
9	5500 to 6499	1000	Specialist	\$18.88	\$19.82	\$20.42	\$21.03
10	6500 to 8499	2000	Specialist	\$19.42	\$20.39	\$21.00	\$21.63
11	8500 to 10499	2000	Specialist	\$19.97	\$20.97	\$21.60	\$22.25
12	10500 to 12499	2000	Specialist	\$20.51	\$21.54	\$22.18	\$22.85
13	12500 to 14499	2000	Specialist	\$21.05	\$22.10	\$22.77	\$23.45
14	14500 to 16499	2000	Specialist	\$21.59	\$22.67	\$23.35	\$24.05
15	16500 and over	-	Specialist	\$22.35	\$23.47	\$24.17	\$24.90

Wage increases to the Advisor/Specialist wage scale are as follows:

- **June 1, 2024: five percent (5%)**
- **June 1, 2025: three percent (3%)**
- **June 1, 2026: three percent (3%)**

***Top Rate and Overscale Increases: As of date of ratification, any employee above step 15 on the Retail Hourly Wage scale will receive annual increases as follows:**

- **June 1, 2024: five percent (5%)**
- **June 1, 2025: three percent (3%)**
- **June 1, 2026: three percent (3%)**

19.05 Bike Mechanics:

The Employer will place new hire and existing Bike Mechanics on a separate **Tech Services** wage scale based on their previous years of experience in a Bike Mechanic role and an assessment of their skillset as referenced in the Bike Mechanic Checklist.

Every six (6) months Bike Mechanics can request and will receive a skills assessment. If the employee does not make a request, they will receive an automatic skills assessment every twelve (12) months for mechanics who are not at the top of the skills assessment. Evaluations will be conducted by the Services Manager or their designate.

Upon completion of an assessment with a passing grade, under which an employee moves up a designation, they will receive the associated pay increase appropriate to the level of expertise.

An employee reserves the right to grieve the outcome of their skills level assessment.

The Employer commits to provide training opportunities and access to resources for employees to acquire new technical knowledge and skill sets.

Mechanics who are assigned duties in another department will be paid the ~~Bike~~ Mechanic rate of pay.

19.06 Tech Services Wage Scale

Job Level	Certification Level	June 1, 2023	June 1, 2024	June 1, 2025	June 1, 2026
Mechanic I	Level I	\$19.80	\$20.59	\$21.21	\$21.85
	Level II	\$20.85	\$21.68	\$22.33	\$23.00
Mechanic II	Level I	\$22.43	\$23.33	\$24.03	\$24.75
	Level II	\$23.49	\$24.43	\$25.16	\$25.92
	Level III	\$24.55	\$25.53	\$26.30	\$27.09

Wage increase to the **Tech Services Wage** Scale are as follows:

- **June 1, 2024: four percent (4%)**
- **June 1, 2025: three percent (3%)**
- **June 1, 2026: three percent (3%)**

The Employer may hire seasonal Ski Technicians Employees hired into this role will be placed on the Tech Services Wage Scale.

The Employer and the Union will meet within one hundred twenty (120) days of ratification to complete a review of the Skills Assessment with the intent to update language and include the Ski Tech designation.

ARTICLE 20 - Retirement Savings

20.01 Group Retirement Savings Plan (RRSP): The Employer will provide FT and PT employees who have completed at least three (3) months of service to have the option to participate in a group registered retirement savings plan. The employer shall inform all new employees of the existence and terms of this group RRSP.

Employees can contribute to the group RRSP through lump sum payments at any time or through payroll deductions by the Employer. An employee may change the amount of their payments or discontinue enrollment by updating their contributions through the online portal.

Upon joining the plan, the Employer contributes an amount equal to one percent (1%) of each employee's base salary to the employee's group RRSP with each pay deposit. The Employer shall also contribute to each employee's group RRSP an amount equal


to fifty percent (50%) of the employee's contributions to a maximum of three percent (3%) of the employee's base salary. This amount is contributed on each pay deposit.

Employees are not required to contribute to their group RRSP during a leave of absence. In the event of a gradual return to work, payroll deductions are calculated based on hours worked.

The Employer ceases to contribute to the group RRSP upon the employee's end of employment.

Signed this 11 day of September, 2024.

FOR MEC:



Kim Hubbard (Sep 11, 2024 14:32 PDT)

Kim Hubbard,
Regional Manager Western Canada

FOR THE UNION:



Patrick Johnson,
President

LETTER OF UNDERSTANDING #1 - Scheduling Rights Reserved

Between: MEC Mountain Equipment Company Ltd.

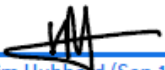
And: United Food and Commercial Workers, Local 1518

Scheduling Rights Preserved

The Employer will continue to honour the scheduling arrangements of those employees that are still employed and named in the August 28, 2019, scheduling letter exchanged during first contract negotiations.

Renewed this 11 day of September, 2024

FOR MEC:



Kim Hubbard (Sep 11, 2024 14:32 PDT)

Kim Hubbard,
Regional Manager Western Canada

FOR THE UNION:



Patrick Johnson,
President

MEC Mountain Equipment Company Ltd.

Class 2 – Part Time and Fixed-Term Contract Employees Summary of Group Benefits

Enrolling in Group Benefits	
Enrolment in Benefits	It is mandatory for you to enroll in all benefits (excluding optional benefits), but you can waive health and dental if you have coverage elsewhere.
Eligibility	All employees actively working at MEC at least 15 hours per week and residing in Canada.
Waiting Period	3 months of continuous employment <i>(must be enrolled in benefits within 31 days of being eligible)</i>
Eligible Dependent	Spouse or common-law (12 months co-habitation) Dependent children – up to age 21 or 25 if full-time student
Reminder: If you experience a life event change while covered under this group plan, you must notify HR within 31 days of the life event happening to make changes to your health and dental benefits, i.e. adding dependent, loss of spousal coverage	
Benefit	Plan Details
Basic Life and AD&D	
Benefit Amount	Flat \$10,000
Reduces	50% at age 65, further reduces by 50% of remaining balance on 70 th birthday
Terminates	At age 75 or retirement, whichever is earlier
Dependent Life	
Benefit Amount	\$2,500 spouse/ \$1,000 dependent children
Terminates	At age 75 or retirement, whichever is earlier
Optional Life Insurance for Employee (<i>Employee Paid Benefit</i>)	
Benefit Amount	Units of \$10,000
Maximum Benefit	\$350,000
Terminates	At age 70 or retirement, whichever is earlier
<i>Rates are based on age, gender, smoking status and are medically underwritten.</i>	
Optional AD&D for Employee and Spouse (<i>Employee Paid Benefit</i>)	

Benefit Amount	Units of \$25,000
Maximum Benefit	\$350,000
Terminates	At age 70 or retirement, whichever is earlier

Optional Critical Illness	
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Benefit Coverage	Employee and family
Benefit Amount - Employee and Spouse	Units of \$10,000 (Minimum 2 units) // Maximum: \$200,000
Benefit Amount - Children	Units of \$5,000 // Maximum: \$20,000
Terminates	At age 70 or retirement, whichever is earlier

Extended Health Care (Note: Claims are subject to reasonable & customary limits)	
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Prescription Drugs	
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Deductible (combined with other health care deductibles)	\$25 single / \$50 family
Reimbursement	80%
Dispensing Fee Maximum	R&C
Drug Definition	Mandatory Generic

Hospital Services	
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Deductible (combined with other health care deductibles)	\$25 single / \$50 family
Reimbursement	80%
Coverage	Semi-Private Room

Vision Care	
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Deductible (combined with other health care deductibles)	\$25 single / \$50 family
Reimbursement	80%
Eye Exam	Once every 12 months for dependent children; every 24 months for all others
Eyeglasses/Contacts/Laser Eye Surgery	\$250 every 12 months for dependent children; every 24 months for all others

Paramedical Services	
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Deductible (combined with other health care deductibles)	\$25 single / \$50 family
Reimbursement	80%
Coverage	\$700 per practitioner, per calendar year

Practitioners Covered	<i>Acupuncturist Physiotherapist Massage Therapist Speech Language Pathologist Psychologist / Social Worker Marriage or Family Therapist</i>	<i>Clinical Counsellor Psychotherapist Chiropractor Osteopath Naturopath Podiatrist / Chiropodist</i>
Medical Services & Supplies		
Deductible (combined with other health care deductibles)	\$25 single / \$50 family	
Reimbursement	80%	
Ambulance	Covered	
Private Duty Nursing	\$10,000 per calendar year	
Orthopedic Shoes / Foot Orthotics	\$200 per calendar year/ 1 pair every 3 years up to \$400	
Hearing Aids	\$300 every 5 calendar years	
Accidental Dental	Covered	
Out of Country Medical Emergency		
Deductible	None	
Reimbursement	100%	
Trip Limitation	180 days	
Extended Health Care Terminates	At age 75 or retirement, whichever is earlier	
Dental (Note: Claims are subject to reasonable & customary limits)		
Deductible	None	
Reimbursement	80% for Basic/Preventive Services	
Maximum Benefit	\$750 annual maximum	
Recall Frequency	Every 6 months	
Scaling Frequency	10 unit per calendar year	
Dental Fee Guide	Current	
Dental Terminates	At age 75 or retirement, whichever is earlier	
Employee Assistance Program		
Benefit Description	<ul style="list-style-type: none"> • Available 24 hours, 7days/week, 365 days/year • Talk to counsellors confidentially, connect to local resources and get help for staying health 	

This is an overview of your group benefits – please refer to your benefit booklet for more details or call Sun Life at 1-800-361-6212. If there are any discrepancies between the information contained in this document and your group contract, the group contract will take precedence.

MEC Mountain Equipment

Company Ltd.

Class B – Full Time Employees
Summary of Group Benefits

Enrolling in Group Benefits	
Enrolment in Benefits	It is mandatory for you to enroll in all benefits (excluding optional benefits) but you can waive health and dental if you have coverage elsewhere.
Eligibility	All employees actively working at MEC at least 30 hours per week and residing in Canada.
Waiting Period	3 months of continuous employment <i>(must be enrolled in benefits within 31 days of being eligible)</i>
Eligible Dependent	Spouse or common-law (12 months co-habitation) Dependent children – up to age 21 or 25 if full-time student
Reminder: If you experience a life event change while covered under this group plan, you must notify HR within 31 days of the life event happening to make changes to your health and dental benefits, i.e. adding dependent, loss of spousal coverage	
Benefit	Plan Details
Basic Life and AD&D	
Benefit Amount	1 times annual earnings
Maximum Benefit	\$300,000
Reduces	50% at age 65, further reduces by 50% of remaining balance on 70 th birthday
Terminates	At age 75 or retirement, whichever is earlier
Dependent Life	
Benefit Amount	\$5,000 spouse / \$2,500 each dependent child
Terminates	At age 75 or retirement, whichever is earlier
Optional Life Insurance for Employee (<i>Employee Paid Benefit</i>)	
Benefit Amount	Units of \$10,000
Maximum Benefit	\$350,000
Terminates	At age 70 or retirement, whichever is earlier
<i>Rates are based on age, gender, smoking status and are medically underwritten.</i>	

Optional AD&D for Employee and Spouse (<i>Employee Paid Benefit</i>)	
Benefit Amount	Units of \$25,000
Maximum Benefit	\$350,000
Terminates	At age 70 or retirement, whichever is earlier
Optional Critical Illness	
Benefit Coverage	Employee and family
Benefit Amount	Employee and Spouse - Units of \$10,000, minimum \$20,000 // maximum \$200,000 Children - Units of \$5,000 // maximum \$20,000
Non- Evidence Maximum	\$30,000 if applied within 31 days of becoming eligible <i>(applies to employees and spouse)</i>
Terminates	At age 70 or retirement, whichever is earlier
Short Term Disability (Weekly Indemnity)	
Benefit Amount	75% of weekly earnings
Maximum Weekly Benefit	\$2,000
Maximum Benefit Period	26 weeks
Qualifying Period	1st day of hospitalization or accident 8th day of illness
Taxable Status	Taxable
Terminates	At Age 75 or retirement, whichever is earlier
Long Term Disability	
Benefit Amount	75% of monthly earnings
Maximum Monthly Benefit	Coverage varies based on salary
Maximum Benefit Period	To age 65
Elimination Period	180 days
Disability Definition	2 Year Own Occupation
Taxable Status	Taxable
Terminates	To age 65 less the elimination period or retirement, whichever is earlier
Extended Health Care (<i>Note: Claims are subject to reasonable & customary limits</i>)	
Prescription Drugs	
Deductible (combined with other health care deductibles)	\$25 single / \$50 family
Reimbursement	80%
Dispensing Fee Maximum	R&C

Drug Definition	Mandatory Generic
Hospital Services	
Deductible (combined with other health care deductibles)	\$25 single / \$50 family
Reimbursement	80%
Coverage	Semi-Private Room
Vision Care	
Deductible (combined with other health care deductibles)	\$25 single / \$50 family
Reimbursement	80%
Eye Exam	Once every 12 months for dependent children; every 24 months for all others
Eyeglasses/Contacts/Laser Eye Surgery	\$250 every 12 months for dependent children; every 24 months for all others
Paramedical Services	
Deductible (combined with other health care deductibles)	\$25 single / \$50 family
Reimbursement	80%
Coverage	\$700 per practitioner, per calendar year
Practitioners Covered	<i>Acupuncturist</i> <i>Physiotherapist</i> <i>Massage Therapist</i> <i>Speech Language Pathologist</i> <i>Psychologist</i> <i>Clinical Counsellor</i> <i>Social Worker</i> <i>Marriage or Family Therapist</i> <i>Psychotherapist</i> <i>Chiropractor</i> <i>Osteopath</i> <i>Naturopath</i> <i>Podiatrist/ Chiropodist</i>
Medical Services & Supplies	
Deductible (combined with other health care deductibles)	\$25 single / \$50 family
Reimbursement	80%
Ambulance	Covered

Private Duty Nursing	\$10,000 per calendar year
Orthopedic Shoes / Foot Orthotics	\$200 per calendar year/ 1 pair every 3 years up to \$400
Hearing Aids	\$300 every 5 calendar years
Accidental Dental	Covered
Out of Country Medical Emergency	
Deductible	None
Reimbursement	100%
Trip Limitation	180 days
Extended Health Care Terminates	At retirement
Dental (Note: Claims are subject to reasonable & customary limits)	
Deductible	None
Reimbursement	100% for Basic/Preventive Services 50% for Major Services 50% for Orthodontics
Maximum Benefit	\$1,500 combined annual maximum for basic/preventative and major dental service \$3,000 lifetime maximum for orthodontics
Recall Frequency	Every 6 months
Scaling Frequency	10 unit per calendar year
Dental Fee Guide	Current
Dental Terminates	At retirement
Employee Assistance Program	
Benefit Description	<ul style="list-style-type: none"> • Available 24 hours, 7days/week, 365 days/year • Talk to counsellors confidentially, connect to local resources and get help for staying health

*This is an overview of your group benefits – please refer to your benefit booklet for more details or call Sun Life at 1-800-361-6212. **If there are any discrepancies between the information contained in this document and your group contract, the group contract will take precedence.***

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