

COLLECTIVE AGREEMENT

Between

Mid Island Consumers Services Co-operative

And

United Food and Commercial Workers, Local 1518

October 1, 2024 to September 30, 2028

Ratified by member vote: September 19, 2024



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MEMORANDUM OF AGREEMENT made this 19th day of September, 2024.

BY AND BETWEEN: MID ISLAND CONSUMERS SERVICES CO-OPERATIVE, a body corporate carrying on business in the City of Nanaimo, Province of British Columbia

(hereinafter referred to as the "CO-OPERATIVE")

AND: UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518, chartered by the United Food & Commercial Workers International Union, C.L.C.,

(hereinafter referred to as the "UNION")

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

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

SECTION 1 – Scope and Recognition

The Co-operative recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Co-operative at 2517 Bowen Road, Nanaimo, BC (the "**Office**") and all employees at 6673 Mary Ellen Drive, Nanaimo, BC (the "**Gas Bar**"), except the CEO, controller, petroleum division manager, operations manager, credit manager, office/data processing manager, maintenance manager, community relations coordinator, convenience store marketing director, asset protection/OH&S manager and those excluded by the British Columbia *Labour Relations Code* (the "**Bargaining Unit**"), with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement.

SECTION 2 – Definitions

- (a) Full-Time Employee: an employee who works thirty-two (32) hours or more per week on average for the previous thirteen (13) consecutive week period and has completed the Probation Period.
- (b) Part-Time Employee: an employee who works less than thirty-two (32) hours per week on average for the previous thirteen (13) consecutive week period and has completed the Probation Period.

SECTION 3 – Classification of Employees

- (a) Admin Clerk: To perform any duties assigned in the Office, as per job description.
- (b) Customer Service Representative: To perform any duties assigned in the Gas Bar, as per job

description.

- (c) Warehouse Person: To perform any duties assigned in the Office's warehouse, as per job description.

SECTION 4 – Union's Recognition of Management's Rights

- (a) The Union agrees that the management of the Co-operative, including the right to plan, direct and control operations, the direction of the working force, the discipline of employees, the discharge of employees for just cause, and those matters requiring judgment as to suitability of probationary employees and competency of employees are the right and function of the Co-operative.
- (b) The parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement. The Co-operative, therefore, retains all rights not otherwise specifically covered in this Agreement.
- (c) The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

SECTION 5 – Union Shop

- (a) The Co-operative agrees to retain in its employ within the scope of this Agreement only members of the Union in good standing. The Co-operative shall be free to hire new employees who are not members of the Union, provided said non-members, whether Full-Time Employees or Part-Time Employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- (b) The Co-operative agrees to provide each new employee at the time of employment with a form letter outlining to the employee their responsibility in regard to Union membership and outlining the provisions of Section 19 of this Agreement, and to provide the Union in writing with the name, address, email (if provided by the employee to the Co-operative), and social insurance number of each employee to whom they have presented the form letter, along with the employee's date of hire. The Co-operative further agrees to provide the Union quarterly with a list containing names of all employees whose employment has terminated for any reason during the previous quarter.
- (c) The Co-operative will notify a Shop Steward of each new hire prior to commencement of employment and will provide a period of fifteen (15) minutes paid time for the Shop Steward to introduce the new employee to the Union. The Co-operative shall charge the cost of this fifteen (15) minutes to the Union on an annual basis and the Co-operative shall be reimbursed within thirty (30) business days.

SECTION 6 – Deduction of Union Dues

Upon receiving authorization from the employee, the Co-operative agrees to deduct from the wages of the affected employee union dues, assessments, and initiation fees and shall remit same to the person designated by the Union. The Co-operative shall remit such monies deducted during any month to the Union not later than the tenth (10th) day of the following month, accompanied by a list of the names, social insurance numbers and the amounts deducted in the said deduction period. Union dues deducted by the Co-operative shall be shown on the employee's T4 slip.

SECTION 7 – Clerk Work Clause

Subject to exclusions in Section 1 of this Agreement, all work in the handling and selling of merchandise in the Gas Bar shall be performed only by Bargaining Unit Customer Service Representatives, with the following exceptions:

- (1) Supervisory and special personnel of the Co-operative.
- (2) Rack Jobbers.
- (3) Demonstrators.
- (4) Special personnel assisting prior to a new store opening and major store remodelling.
- (5) Salespersons may build, design, and decorate special displays. Replenishing merchandise on special displays shall be performed by Bargaining Unit employees of the Co-operative.

For the purposes of this Section, “salespersons” means persons other than Bargaining Unit employees of the Co-operative.

- (6) Truck delivery persons who assist in unloading their vehicles into the stores.
- (7) Employees of independent inventory firms who count the stock of the Co-operative as required.

SECTION 8 – Hours of Work

- (a) Basic Workweek: The basic workweek for Full-Time Employees shall be forty (40) hours, consisting of five (5) eight (8) hour days.
- (b) Hours of Work. The Co-operative reserves the right to schedule hours of work and overtime work for employees as is necessary to ensure efficient operations and to provide coverage for the determined hours of operation, subject to the following provisions:
 - (i) Consecutive Days Off: The Co-operative shall schedule two (2) consecutive days off every second (2nd) week for Full-Time Employees, subject to the operational needs of the location.
 - (ii) Consecutive Day Limit: No employees shall be required to work in excess of six (6) consecutive days. It is understood that there will not be any “available hours” claims involving a seventh (7th) or subsequent days of work.
 - (iii) Meal Periods: Admin Clerks who work an eight (8) hour shift shall have a one (1) hour unpaid meal period, unless a lesser time is mutually agreed upon, that begins between three (3) and five (5) hours after commencement of the shift. Admin Clerks working a shift that is more than five (5) hours but less than eight (8) hours shall be entitled to a thirty (30) minute unpaid meal period scheduled by the Co-operative.

Customer Service Representatives who work a shift that is more than (5) hours shall have a thirty (30) minute unpaid meal period scheduled by the Co-operative. Where a Customer Service Representative is not given the opportunity to leave the premises, the meal period shall be paid for at straight time.

- (iv) Rest Periods: Admin Clerks who work a six (6) hour shift or longer shall receive two fifteen (15) minute rest periods, one before and one after their meal period. Admin Clerks who work a shift that is between four (4) and six (6) hours shall receive one (1) fifteen (15) minute rest period.

Customer Service Representatives who work a four (4) hour shift or longer shall receive one (1) fifteen (15) minute rest period as scheduled by the Co-operative.

Rest periods shall not begin until one (1) hour after the commencement of a shift or less than one (1) hour before the end of a shift. Rest periods shall be taken without loss of pay to the employee.

- (v) Hours Free from Work: There shall be an interval of not less than ten (10) hours between shifts for all employees subject to the operational needs of the Co-operative or the request of an employee. In any event, there must not be less than eight (8) hours between shifts for all employees. If the Co-operative requires an employee to work with less than a ten (10) hour interval between shifts, the Co-operative shall pay the employee at the rate of time and one half (1 ½) for time worked prior to the expiry of the ten (10) hour interval since their previous shift.

- (c) Posting of Schedules: The Co-operative shall post the weekly work schedule for all employees not later than 5:00 p.m. on Monday for the following two (2) workweeks. An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or culpable absenteeism, or short-notice requests for leaves of absence, or in the event of emergencies such as fire, flood, breakdown of machinery or other instances of force majeure. In all other cases, affected employees shall be given twenty-four (24) hours' notice of any scheduling change, or must be given four (4) additional hours' pay in lieu of notice. Affected employees will be given verbal notice of any change to the posted schedule.

- (d) No Maximum or Minimum: The hours of work as stated in this Section 8 are not to be construed as a guarantee, as a minimum nor as a restriction for any maximum of hours to be worked.

- (e) Time Clocks: The Co-operative shall provide the means and a method to enable employees to accurately record their time and attendance. Employees shall record their own time at the time they start and finish work and start and finish meal periods, and such other recordings as may be required by the Co-operative.

SECTION 9 – Overtime

- (a) Scheduling Overtime: The Co-operative may schedule employees to work overtime in excess of their regular scheduled shifts, subject to the following provisions:
 - (i) Where possible, the Co-operative will provide forty-eight (48) hours' notice for overtime.
 - (ii) Subject to Section 9(a)(iii), overtime shall be offered on the basis of seniority provided the employee has the qualifications, skills, and abilities to perform the overtime work available.

In the event there are insufficient volunteers to perform the overtime work then the overtime work shall be assigned to the least senior employee(s) who have the qualifications, skills, and abilities to complete the work.

- (iii) If overtime is required at the end of a shift, the overtime will be offered to those employees working the shift immediately preceding the overtime work who have the qualifications, skills, and abilities to perform the work in order of seniority. In the event that there are insufficient volunteers to perform the overtime work, the overtime work shall be assigned to the least senior employee(s) who are working the shift immediately preceding the overtime work who have the qualifications, skills, and abilities to complete the work.
- (iv) If an Employee is required to work more than one (1) hour but not more than two (2) hours overtime, they shall be given a fifteen (15) minute paid rest period. If overtime of more than two (2) hours is to be worked an employee will be given a one half (½) hour unpaid meal period and a meal allowance of ten dollars (\$10.00). This provision applies to overtime in excess of an eight (8) hour day.
- (v) If an employee is required to work overtime, the employee may decline if they have a valid reason. Such refusal shall be accepted provided that there is another employee working the shift immediately prior to when the overtime work is required who is prepared to work the overtime and has the qualifications, skills, and abilities to perform the work.
- (vi) If overtime work is required and the Co-operative is unable to arrange for an employee in the Bargaining Unit to perform the work, the Union agrees that the Co-operative's management may perform the work. It is not the intention of the Co-operative to utilize this Section 9(a)(vi) to deny hours to Bargaining Unit employees.

(b) Daily Overtime Pay: Hours worked in excess of eight (8) hours in a day shall be paid at the rate of time and one half (1 ½) the regular rate. Hours worked in excess of ten (10) hours in a day shall be paid at double the regular rate.

(c) Weekly Overtime Pay: Hours worked in excess of forty (40) hours in a week, being a period of seven (7) consecutive calendar days beginning on Sunday, shall be paid at the rate of time and one half (1 ½) the regular rate. Only the first eight (8) hours worked each day are used to calculate Weekly Overtime Pay.

SECTION 10 – Statutory Holidays

(a) Statutory Holidays: The following days shall be considered Statutory Holidays:

New Years Day	Family Day	Good Friday
Easter Monday	Victoria Day	Canada Day
B.C. Day	Labour Day	Thanksgiving Day
National Day for Truth and Reconciliation	Remembrance Day	Christmas Day
Boxing Day		

Statutory Holidays shall also include all other Statutory Holidays proclaimed by the Federal or British Columbia governments.

By mutual agreement between the Co-operative and a Full-Time Customer Service Representative, another day may be substituted for a Statutory Holiday in the seven (7) day period preceding or following the Statutory Holiday. Admin Clerks are not entitled to substitute another day for a Statutory Holiday.

- (b) Statutory Holiday Pay: All employees who have been employed by the Co-operative for at least thirty (30) calendar days and have worked or earned wages for fifteen (15) of the thirty (30) calendar days preceding a Statutory Holiday are entitled to Statutory Holiday Pay for that Statutory Holiday. All days absent in the thirty (30) days preceding a Statutory Holiday due to use of vacation, paid time off or absence due to sickness, illness or injury of up to thirty-nine (39) consecutive weeks calculated from the first day of such sickness, illness or injury shall be deemed to be days worked for the purposes of determining entitlement to Statutory Holiday Pay.

Employees who are entitled to Statutory Holiday Pay shall be paid an amount equal to an average day's pay for the thirty (30) calendar day period preceding the Statutory Holiday calculated by dividing the total wages earned in that period by the number of days worked.

All work after 8:00 p.m. on Christmas Eve or New Year's Eve will be paid at double the regular rate.

- (c) Work on a Statutory Holiday: If an employee is required to work on a Statutory Holiday they shall be paid at time and one half (1 ½) their regular rate for time worked up to ten (10) hours and double their regular rate for time worked over ten (10) hours.

SECTION 11 – Wages

- (a) Wages: The Co-operative agrees to pay all persons covered by the terms of this Agreement not less than the schedule of wages set out in Appendix "A" during such time as this Agreement is in force, effective on dates as shown, and provided that if an employee is receiving a wage rate in excess of the rates herein contained, such wage rates shall not be reduced by reason of the signing of this Agreement.
- (b) Payday: There shall be a regular payday biweekly.
- (c) Reporting Pay: The Co-operative shall pay employees who report to work as required by the Co-operative for the following minimum daily hours:
- (i) If an Admin Clerk is required to report to work for a shift, the Co-operative shall pay the employee for a minimum of four (4) hours at their regular wage whether or not the employee starts work, unless the employee is unfit to work or fails to comply with occupational health and safety in accordance with Part 2 of the British Columbia *Workers Compensation Act*.
 - (ii) If a Customer Service Representative is required to report to work for a shift of less than eight (8) hours, the Co-operative shall pay the employee for a minimum of two (2) hours at their regular wage whether or not the employee starts work, unless the employee is unfit to work or fails to comply with occupational health and safety in accordance with Part 2 of the British Columbia *Workers Compensation Act*.

If the Customer Service Representative is required to report to work for a shift of eight (8) hours or more, the Co-operative shall pay the employee for a minimum of four (4) hours at their regular wage, unless the employee is unfit to work or fails to comply with occupational health and safety in accordance with Part 2 of the British Columbia *Workers Compensation Act*. Notwithstanding the foregoing, if a Customer Service Representative is required to report to work for a shift of eight (8) or more hours and the work is suspended for reasons completely beyond the Co-operative's control, then the Co-operative shall only be required to pay the employee for a minimum of two (2) hours at their regular wage.

- (d) Jury Duty Pay: An employee summoned to jury duty shall be paid wages, for each day of jury duty, amounting to the difference between the employee's regular wage rate for the number of hours the employee normally works on their shift, not to exceed eight (8) hours, and the amount paid to the employee for jury duty. Employees on jury duty shall furnish the Co-operative with such statements of earnings as the Courts may supply.

SECTION 12 – Vacations with Pay

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

Years of Service	Vacation Time	Vacation Pay (% of wages during calendar year)
0 to 3	2 weeks	4%
3 or more	3 weeks	6%
8 or more	4 weeks	8%
13 or more	5 weeks	10%
18 years	6 weeks	12%

All Full-Time and Part-Time Admin Clerks and Customer Service Representatives shall continue to accrue Vacation Time and shall be paid Vacation Pay in accordance with the Co-op's practices for Full-Time and Part-Time Admin Clerks and Customer Service Representatives at the date of ratification, as applicable.

Vacation Time shall not carry over from calendar year to calendar year.

Employees must take their annual Vacation Time to which they are entitled and cannot receive pay in lieu of vacation, except as hereinafter provided.

If a Statutory Holiday occurs during an employee's scheduled vacation and the employee would have been given the day off for the Statutory Holiday, an extra day of vacation with pay shall be granted to the employee. If the employee is entitled to three (3) or more weeks of vacation with pay and a Statutory Holiday occurs during the employee's scheduled vacation and the employee would have been given the day off for the Statutory Holiday, an extra day of pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the Co-operative, an extra day's vacation with pay would interfere with vacation scheduling or hamper operations.

- (b) Vacation Scheduling: Vacation Time shall be scheduled as follows:

- (i) Vacation scheduling is subject to the discretion of the Co-operative and the operational needs of the Co-operative.
- (ii) Vacation Time must be taken during the calendar year in which it is awarded or until March 31 of the following year. The Co-operative reserves the right to schedule employees' vacation if they do not schedule it themselves.
- (iii) The Co-operative shall request employee selections for vacation for a given calendar year by the end of the first week of November of the prior year, and employees shall make their selection of vacation by no later than December 31. The Co-operative shall post the approved vacation schedule by no later than January 15.
- (iv) Subject to these scheduling provisions, the choice of vacation shall be granted to employees on the basis of seniority except where the period requested would be detrimental to the operation of the Co-operative's business or where an employee has not exercised their rights within the vacation selection period.
- (v) A maximum of two (2) weeks of an employee's Vacation Time may be taken from July 1 to August 31.
- (vi) A maximum of three (3) weeks of an employee's Vacation Time may be taken consecutively.
- (vii) Employees may request to take vacation in increments of less than one (1) week. Requests must be made during the vacation selection process once all employees have had the opportunity to select their full weeks of vacation. Vacations of less than one (1) week are subject to the operational needs of the Co-operative.
- (viii) Once the approved vacation schedule has been posted, it shall only be changed by mutual agreement between the affected employee and the Co-operative.

SECTION 13 – Sick Leave

- (a) Sick Leave: After completion of the Probation Period, all Full-Time Admin Clerks shall accrue eight (8) hours of Sick Leave for each full month of employment, commencing retroactive to thirty (30) days after the start date of employment, and all Full-Time Customer Service Representatives shall accrue eight (8) hours of Sick Leave for every one hundred seventy-three (173) hours worked. All paid time off for Statutory Holidays, vacations and while in receipt of wage loss benefits pursuant to the British Columbia *Workers Compensation Act* up to thirty-nine (39) consecutive weeks shall be considered time worked for the purposes of accruing Sick Leave. Sick Leave shall accrue to a maximum of ninety-six (96) hours. If a Full-Time Admin Clerk who has accumulated more than ninety-six (96) hours, to a maximum of one hundred sixty (160) hours, requires further sick time and is not otherwise eligible for Short Term Disability or Long Term Disability, those hours in excess of ninety-six (96) up to the amount accumulated by the employee shall be paid by the Co-operative. Full-Time Customer Service Representatives shall accrue Sick Leave to a maximum of ninety-six (96) hours. Sick Leave is inclusive of any illness or injury leave under the British Columbia *Employment Standards Act*.

Part-Time Employees are eligible for five (5) paid illness or injury leave days per year pursuant to the British Columbia *Employment Standards Act*.

- (b) Using Sick Leave: Employees must make every effort to communicate to the Co-operative that they intend to use their Sick Leave as early as possible prior to the commencement of their scheduled shift.

The Co-operative reserves the right to request reasonably sufficient proof that an employee is entitled to use Sick Leave for sickness, illness or injury. The Co-operative shall pay for medical reports required in connection with Sick Leave, up to a maximum of fifty dollars (\$50.00), subject to provision of adequate receipt or invoice to the Co-operative.

Employees may use twenty-four (24) hours of Sick Leave each calendar year for medical appointments, medical emergencies, or direct family illness involving their children, spouse or parents.

The Co-operative shall apply any accumulated Sick Leave of an Admin Clerk to supplement Short Term Disability/Long Term Disability (or similar benefits) at the Admin Clerk's request in writing, but not to exceed the Admin Clerk's normal earnings.

- (c) Leave for Personal Crisis: In addition to Sick Leave, all employees shall be entitled to forty (40) hours of unpaid time off for personal crisis each calendar year.
- (d) Payout upon Retirement: Employees who retire shall be paid out any Sick Leave they have accumulated to a maximum of ninety-six (96) hours.
- (e) Return to Work After Injury or Illness: After absence due to illness or injury up to two (2) years, the employee must be returned to their job when capable of performing their duties. If an employee is off work for more than two (2) years due to injury or illness, the employee will be reinstated to their former classification as soon as an opening occurs, providing they are physically capable of satisfactorily performing the work involved.

Any employees returning to work under the provisions of this Section will retain their original seniority.

SECTION 14 – Leaves of Absence

- (a) Funeral and Bereavement Leave: In the event of the death of an employee's spouse, parent or child, the employee shall be entitled to a paid leave of absence of five (5) days. In the event of the death of the employee's sibling, parent-in-law, sibling-in-law, child-in-law, former spouse, grandparent, grandchild, stepchild, or any relative living in the household of the employee, the employee shall be entitled to a paid leave of absence of three (3) days.

Part-Time Employees who take Funeral and Bereavement Leave shall be compensated for their paid days off on Funeral and Bereavement Leave based on an average day's earnings for all days at work during the previous four (4) consecutive week period.

Funeral and Bereavement Leave must be taken at the time of the bereavement.

Employees will be entitled to one (1) week additional unpaid leave if the death or funeral is more than five hundred (500) kilometers from Nanaimo, or upon mutual agreement for an exception to this distance.

An employee's day off will not be used to circumvent funeral leave provisions. This leave may be extended, with the agreement of the Co-operative, by using vacation time, requested time off or Take-A-Break Leaves of Absence.

- (b) Maternity Leave: An employee who is pregnant shall be entitled to an unpaid Maternity Leave without loss of seniority in accordance with the British Columbia *Employment Standards Act*.
- (c) Parental Leave: Employees shall be entitled to an unpaid Parental Leave without loss of seniority in accordance with the British Columbia *Employment Standards Act*.
- (d) New Child Leave: An employee who is not eligible for Maternity Leave shall be entitled to a paid leave of absence of two (2) days at the time of the birth of their child or the adoption of a child or children under five (5) years of age. Up to four (4) additional days may be taken without pay or taken as vacation.
- (e) Leaves of Absence:
 - (i) Take-A-Break Leave of Absence: All Admin Clerks are entitled to apply for a Take-A-Break Leave of Absence of up to one hundred and twenty (120) consecutive calendar days once per year without pay and without loss of seniority.
 - (ii) Four (4) Week Leave of Absence: After two (2) years of continuous service, all Admin Clerks are entitled to one (1) leave of absence of up to four (4) weeks once every two (2) years without pay and without loss of seniority.
 - (iii) One (1) Year Leave of Absence: After five (5) years of continuous service, all Admin Clerks are entitled to one (1) leave of absence of up to one (1) year without pay and without loss of seniority.

Requests for Leaves of Absence under this Section 14(e) are subject to the following conditions:

- (i) Applications for a Leave of Absence must be made in writing at least sixty (60) days prior to the time period requested.
- (ii) One (1) Admin Clerk shall be eligible for a Leave of Absence at any one time, although additional requests could be considered as an exception.
- (iii) Applications for a Leave of Absence are subject to operational requirements and the approval of the CEO. Scheduled vacation time shall take precedence over the granting of a Take-A-Break Leave of Absence or a Four (4) Week Leave of Absence. Leaves of Absence shall not be unreasonably withheld.
- (iv) The Leaves of Absence under this Section may not be taken consecutively.
- (v) Seniority shall be the determining factor in scheduling Leaves of Absence.
- (vi) While on leave, the Admin Clerk shall not take employment with any competitor. Violation of this provision may result in termination.
- (vii) Leaves of Absence may not be carried over.

- (f) Educational Leave: Employees with three (3) or more years of continuous service with the Co-operative shall be entitled to an educational leave of absence for up to one (1) year without gain or loss of seniority, subject to the following terms and conditions:
- (i) One (1) employee shall be eligible for Educational Leave at any one time, although additional requests could be considered as an exception.
 - (ii) Applications for such leaves must be in writing and are subject to the approval of the CEO. Applications for Educational Leave must be made in writing at least thirty (30) days prior to the time period requested.
 - (iii) Seniority shall be the determining factor in scheduling Educational Leave.
 - (iv) Such leave will be granted on a one (1) time only basis per employee.
 - (v) The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case.
 - (vi) While on leave, the employee shall not take employment with any competitor. Violation of this provision may result in termination.
 - (vii) It is understood that an employee on Educational Leave could be offered minimal part-time work with the Co-operative without seniority or rights to such work for the duration of the leave.
 - (viii) The period of time off will not count towards time worked for vacation entitlement.
 - (ix) One (1) month's notice of return to work must be given to the Co-operative unless a return date has been established prior to commencement of Educational Leave.
- (g) Excluded Position: A Bargaining Unit employee who is promoted to a position outside of the Bargaining Unit shall be permitted to return to the Bargaining Unit any time within twelve (12) months of their promotion without loss of seniority or other benefits.

SECTION 15 – Health and Welfare Plan

- (a) Health and Welfare Benefits:
- (i) The Co-operative shall, following completion of the Probation Period, make available the following or similar benefits as mutually agreed between the Co-operative and the Union to eligible Admin Clerks who work an average of twenty-four (24) hours per week or more for the previous thirteen (13) consecutive week period and Full-Time Customer Service Representatives. All eligibility for plans included in this Section are subject to the rules and regulations of each respective plan. The Co-operative will incur the full cost of the premiums for this coverage.

Group Life Insurance: All eligible employees may join the group life insurance plan and dependent life insurance plan after three (3) months from date of hire. Premiums are one hundred percent (100%) paid by the Co-operative. The Co-operative's present policy (in accordance with the bylaws of the plan concerned) of providing Group Life Insurance

and Dependent Life Insurance shall apply during the term of this Agreement.

Short Term Disability: All eligible employees may join the Short-Term Disability plan after three (3) months from date of hire. Premiums are paid one hundred percent (100%) by the Co-operative.

Long Term Disability: All eligible employees may join the Long Term Disability plan after three (3) months from date of hire. Premiums are paid one hundred percent (100%) by the Co-operative. The Co-operative's present policy (in accordance with the bylaws of the plan concerned) of providing Group Life Insurance and Dependent Life Insurance shall apply during the term of this Agreement.

Extended Health Care Plan: All eligible employees may join the Group Extended Health Care Plan 369 with the Co-operators Insurance Company (the "Extended Health Care Plan") (which includes Optical and drug benefits), in accordance with the rules and regulations of the Extended Health Care Plan. Upon being provided with a receipt, the Co-operative will pay to the employee the cost of the annual deductible. Premiums are paid one hundred percent (100%) by the Co-operative. The Co-operative's present policy (in accordance with the bylaws of the plan concerned) of providing Extended Health Care Plan Insurance shall apply during the term of this Agreement.

It is understood that all dependents of eligible employees shall be covered by the Extended Health Care Plan. Eligible dependents for the purpose of the above benefit plans shall be a spouse and a covered employee's unmarried dependent children under the age of nineteen (19), or under the age of twenty-five (25) while attending an educational institution, provided such person is still dependent on the employee.

- (ii) All employees who are not qualified to receive Health and Welfare Benefits coverage under this Section 15(a) shall, subject to the terms of the applicable benefits plan, have the option of receiving Health and Welfare Benefits coverage. The employee shall be responsible for all costs and premiums of the Health and Welfare Benefits.

(b) Maintenance of Health and Welfare Benefits:

- (i) An employee on Maternity Leave, Parental Leave, Leave of Absence, or Educational Leave whose Health and Welfare Benefits lapse as a result of the leave shall have the option of maintaining the Health and Welfare Benefits that the employee was entitled to at the beginning of the leave for the duration of the leave if permissible under the applicable plans. The employee shall be responsible for all costs and premiums charged in maintaining their Health and Welfare Benefits.
- (ii) The Co-operative agrees to maintain the full cost of the Health and Welfare Benefits premiums when an Admin Clerk is absent on Short Term Disability, Long Term Disability, Workers' Compensation claims, or on Sick Leave for a maximum of six (6) months for the Health and Welfare Benefits that the employee was entitled to at the beginning of their absence.
- (iii) For Admin Clerks absent on Long Term Disability in excess of six (6) months who were entitled to the Extended Health Care Plan and Group Life Insurance portions of the Health and Welfare Benefits at the beginning of their absence, the Co-operative agrees to

maintain the full cost of the Extended Health Care Plan and Group Life Insurance portions of the Health and Welfare Benefits premiums

(c) Workers' Compensation Rehabilitation Program:

- (i) Workers' Compensation Top-up: Where a Full-Time Admin Clerk receives wage-loss benefits from WorkSafeBC pursuant to a Workers' Compensation claim, the Co-operative shall, for a period of up to thirteen (13) weeks from the first day of absence due to a work-related injury or illness, make up the difference between what the employee receives from WorkSafeBC and the wages they would have received if they were working, calculated based on their earnings over the thirteen (13) consecutive week period prior to the first day of their absence.
- (ii) Rehabilitation Program: Where an employee on Short Term Disability, Long Term Disability or Workers' Compensation claims is disabled from performing their usual job, but may be able to perform other jobs covered by this Agreement, the Union and the Co-operative agree to cooperate to facilitate a change in classifications or jobs.

The Co-operative and the Union mutually agree to cooperate with WorkSafeBC or any other agency in efforts to rehabilitate an injured worker. Where re-entry into the Bargaining Unit is not possible because of permanent disability, the parties agree to cooperate to retrain an injured worker.

- (iii) Workers' Compensation Rehabilitation Program: In the case of Admin Clerks on a Workers' Compensation claim rehabilitation program covered by Section 15(c)(ii), the Co-operative agrees to maintain Health and Welfare Benefits for the term of rehabilitation at the level existing at the date of injury to a maximum of a three (3) month period in addition to the six (6) months set out above in Section 15(b)(ii). At the end of this maintenance period, benefits shall be determined by hours worked. This benefit maintenance shall not apply to an employee who is being retrained for a job outside of the Bargaining Unit.

SECTION 16 – Dental Plan

- (a) Dental Plan for Admin Clerks: After completion of the Probation Period, Admin Clerks shall be eligible for the Retail Clerks Dental Plan, in accordance with the rules and regulations of the Retail Clerks Dental Plan. The Co-operative will incur the full cost of the premiums for this coverage.
- (b) Dental Plan for Customer Service Representatives: After completion of the Probation Period, Full-Time Customer Service Representatives shall be covered by Dental Plan Group 369 with the Co-operators Insurance Company (the "Co-operators Dental Plan"), in accordance with the rules and regulations of the Co-operators Dental Plan. The Co-operative will incur the full cost of the premiums for this coverage.
- (c) Government Dental Plan: It is agreed that, in the event the Government of Canada or the Province of British Columbia provide a noncontributory dental care plan with similar benefits to the Retail Clerks Dental Plan or the Co-operators Dental Plan, the Co-operative's obligations to continue contributions to the Retail Clerks Dental Plan or the Co-operators Dental Plan shall cease. It is further understood that, should a Government Plan create benefits that duplicate those provided by the Retail Clerks Dental Plan or the Co-operators Dental Plan, then dental

coverage shall be changed such that, by way of a combination of the new dental plan and the Government Plan, the Admin Clerks shall continue to receive the same benefits that they had received under the Retail Clerks Dental Plan and the Customer Service Representatives shall continue to receive the same benefits that they had received under the Co-operators Dental Plan.

SECTION 17 – Pension Plan

- (a) Pension Plan for Admin Clerks: Admin Clerks shall participate in the UFCW Pension Plan in accordance with the terms and conditions of the UFCW Pension Plan and the applicable law.

The Co-operative agrees to contribute an amount equal to eight percent (8%) of all earnings, less taxable benefits, on behalf of each Admin Clerk. Admin Clerks shall also make a contribution equal to a percentage of all earnings, less taxable benefits, by way of payroll deduction, as follows:

Up to 30 years of age	0%
30 years to 39 years of age	1%
40 years to 49 years of age	2%
50 years to 70 years of age	4%
71 years of age and older	0%

Admin Clerks are entitled to **make Additional Voluntary Contributions between 1 and 5 whole percent, which are not employer matched, and do not exceed eighteen percent (18%) of total employee and employer contributions, or as outlined within Canada Revenue Agency’s guidelines. These Additional Voluntary Contribution rates must be in the form of a percentage, not a dollar amount.** Should an Admin Clerk wish to **make Additional Voluntary Contributions**, they shall write to the Co-operative with their intent, which shall be communicated to the UFCW Pension Plan administrator. Admin Clerks may only request a change **to** their **Additional Voluntary Contribution** rate once each calendar year.

Changes in contribution rates shall be effective as of the first full pay period following the attainment of age 30, 40, 50 and 71, respectively. “Pay period” means the biweekly pay period used by the Co-operative for payment of wages.

The Co-operative agrees to pay interest on all of its pension plan contributions for Admin Clerks that are not postmarked or deposited within thirty (30) days of the last day of the UFCW Pension Plan contribution period at the rate of seven percent (7%) per annum from the last day of the period. Each UFCW Pension Plan contribution period shall comprise not less than four (4) nor more than five (5) weeks.

- (b) Pension Plan for Customer Service Representatives: After completion of one (1) year of full-time employment, Full-Time Customer Service Representatives shall participate in the Co-operative Superannuation Society Pension Plan (the “CSS Pension Plan”) in accordance with the terms and conditions of the CSS Pension Plan and the applicable law.

The Co-operative agrees to contribute an amount equal to six percent (6%) of all earnings, less taxable benefits, on behalf of each Full-Time Customer Service Representative.

Full-Time Customer Service Representatives shall also make a contribution equal to six percent (6%) of all earnings, less taxable benefits, by way of payroll deduction.

SECTION 18 – Seniority

- (a) Seniority Defined: Seniority shall mean length of continuous service with the Co-operative, including the Probation Period pursuant to Section 19 of this Agreement. For the purposes of seniority, continuous service shall include all Vacation Time and all leaves of absence pursuant to Sections 12 and 14 of this Agreement, except Educational Leave as set out in Section 14(f).
- (b) Seniority Lists: Separate seniority lists shall be maintained for the Admin Clerks and the Customer Service Representatives. An electronic version of the seniority lists shall be available upon request. Every six (6) months, the Co-operative agrees to send new seniority lists by e-mail to the Union and post a new Admin Clerk seniority list at the Office and a new Customer Service Representative seniority list at the Gas Bar.
- (c) Loss of Seniority: An employee shall lose all entitled seniority and shall be deemed to have terminated employment if the employee:
- (i) resigns or retires;
 - (ii) is discharged for just cause;
 - (iii) fails to report to work for three (3) consecutive scheduled shifts without prior authorization from the Co-operative permitting an absence for those shifts;
 - (iv) fails to notify the Co-operative of the employee's intention to return to work within five (5) working days following a recall from layoff or refuses the recall without proper and sufficient reason by the end of five (5) working days following a recall from layoff;
 - (v) is continuously laid off in excess of six (6) months if the employee has less than one (1) year of seniority, and in excess of twelve (12) months if the employee has more than one (1) year of seniority; or
 - (vi) fails to return to work within three (3) working days upon the termination of an authorized leave of absence, unless such absence is for a reason deemed satisfactory to the Co-operative.
- (d) Application of Seniority: In the event of an offer of available work, reduction of hours, layoffs, or recall between Admin Clerks or Customer Service Representatives, the Co-operative shall practice the principle of seniority amongst the employees at the location involved, providing the employee has the suitability, ability and qualifications to perform the job. If two (2) or more employees have the same seniority, the Co-operative agrees to give preference to employees whose work record is satisfactory, who have had their hours reduced, or have been laid off or had resigned, providing such employees have the suitability, ability and qualifications to perform the work available.
- (e) Recall from Layoff: Employees shall report to work within twenty-four (24) hours from the time of recall. If the employee notifies the Co-operative that they cannot report to work within three (3) working days of the time of recall for proper and sufficient reason, the position shall be offered to the next employee on the relevant seniority list on a temporary basis until the more senior employee reports to work. A position may be held for the more senior employee for one (1) calendar week from the time of recall notice, at which time the more senior employee shall be dropped from the seniority list if they fail to report to work.

- (f) Job Vacancies: When a job vacancy occurs in the Co-operative due to the departure of an employee or a newly created position, the Co-operative shall post the position at the Office and the Gas Bar for a period of five (5) calendar days. The job posting shall indicate the classification, shift, key aspects of the job description, and closing date.

Seniority shall be the governing factor in filling Bargaining Unit job vacancies providing the factors of qualifications, skills, and abilities are equal among those involved.

If there is no internal applicant for a Bargaining Unit vacancy with the requisite qualifications, skills, and abilities, the job vacancy may be filled by the hiring of an external applicant.

- (g) Restriction of Availability: A Part-Time Admin Clerk who works less than the basic workweek and restricts their availability shall sign a form so advising the Co-operative. One copy of the form is to be emailed to the Union by the Co-operative. Such employee shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. If an employee wishes to end their restricted status, the employee shall so advise the Co-operative in writing. The employee's full seniority rights shall begin from the date they advise the Co-operative of their full availability. An employee shall not be entitled to fill out a form as outlined above more than once every twelve (12) months unless otherwise mutually agreed.

A Full-Time Admin Clerk who reverts to Part-Time status at their own request shall be considered to have restricted their availability and the foregoing shall apply.

Admin Clerks shall not be permitted to restrict their availability below sixteen (16) hours per week except for health reasons supported by a letter from a doctor, or unless mutually agreed between the Co-operative and the employee.

The Co-operative will endeavour to schedule full eight (8) hour shifts.

- (h) Location Closure: Should a location in the Bargaining Unit close, the Parties agree that the seniority of all employees in the Bargaining Unit be "dove-tailed" in accordance with each employee's Mid-Island Consumer Co-operative seniority date within the remaining locations in the Bargaining Unit within their classification for the purpose of any layoffs resulting from the location closure. Recall from layoff will be by seniority within the classification as provided for in Section 18(d).

SECTION 19 – Probation Period

- (a) Probation Period Defined: During the first ninety (90) calendar days of employment, new employees shall be considered on probation. The Probation Period of an employee may be extended by mutual agreement between the Co-operative and the Union.
- (b) Reviews During Probation Period: The Co-operative shall conduct a performance review with the employee and provide a written evaluation of the employee's performance within one (1) week of a probationary employee completing forty-five (45) calendar days of employment and ninety (90) calendar days of employment.
- (c) Discharge or Termination of Probationary Employees: The Union agrees that the decision to discharge or terminate a probationary employee shall be the sole right of the Co-operative and

any termination occurring during the Probation Period shall not be subject to Sections 21 and 22 of this Agreement and shall not be the subject of a grievance brought by the Union.

SECTION 20 – Severance Pay

In the event there is a permanent closure of the Office, the Gas Bar or part of either causing a regular Full-Time Employee to lose their employment, the Co-operative hereby agrees to pay such an employee Severance Pay at their regular rate of pay according to the following schedule:

Full-time Consecutive Service	Severance Pay
Up to two (2) years	One (1) week
Over two (2) years	One (1) week’s pay for every year of full-time service to a maximum of twenty (20) weeks

Should a Full-Time Employee go to part-time and later lose their employment, due to the circumstances set out above, such employee shall be entitled to Severance Pay under this Section 20 according to their years of full-time consecutive service only. For each year that an employee averages thirty-two (32) hours or more, but less than forty (40) hours, they shall earn severance entitlement based upon the average weekly hours worked during that year.

Employees who are laid off as the result of permanent closure of the Office, the Gas Bar or part of either can elect to receive their Severance Pay at any time up to the expiry of their recall period. If an employee is recalled or commences work within the recall period, then a new recall period shall commence from the date of a subsequent layoff.

In the event there is a permanent closure of the Office, the Gas Bar or part of either causing a Part-Time Employee to lose their employment, the Co-operative agrees to pay such employee as if they were a Full-Time Employee, except that the maximum Severance Pay would be fourteen (14) weeks’ pay.

This clause does not apply to a temporary layoff, employees who accept other full-time or part-time employment with the Co-operative, or to regular employees who lose employment and are reinstated within thirty (30) days to full-time status.

SECTION 21 – Grievance Procedure

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

Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party within fourteen (14) days of the event giving rise to such complaint, following which the Union representative or representatives and the Co-operative representative or representatives shall meet and in good faith shall earnestly endeavour to settle the grievance submitted.

If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board of Arbitration to be established in the manner provided in Section 22 of this Agreement. Grievances submitted to a Board of Arbitration shall be in writing and shall clearly specify the nature of the issue.

- (b) Grievances involving the dismissal or layoff of an employee must be submitted to the Co-operative within ten (10) working days from date the Union is notified of the dismissal or layoff by the Co-operative or be waived by the aggrieved party.
- (c) Both parties shall make every effort to avoid delay in dealing with grievances and determining their disposition.
- (d) The parties may agree to use the assistance of a mediator in resolving a grievance under this Section 21. Decisions of the mediator will not be binding upon the parties.
- (e) If any grievance has not been disposed of within thirty (30) days of the time it was submitted, both parties must meet within the next five (5) working days to discuss disposition of the grievance. It is understood that the foregoing in no way inhibits either party from referring the grievance to arbitration if the requirements of the grievance procedure have been complied with.
- (f) Unless the parties otherwise agree in writing, in the event that the initiator of a grievance fails to follow the procedures and time limits prescribed in this Section 21, the grievance is deemed to be forfeited and abandoned. Such agreement shall not be unreasonably withheld.

SECTION 22 – Board of Arbitration

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

Within ten (10) working days (excluding Sundays and holidays) of the time that the Co-operative or the Union serves notice upon the other of its intention to proceed to arbitration, the Co-operative and the Union shall attempt to agree upon an Arbitrator. In the event of failure of the Union and the Co-operative to agree upon an Arbitrator within five (5) working days, the Minister of Labour of British Columbia shall be requested to name an Arbitrator.

No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration.
- (b) The Board of Arbitration shall not be vested with the power to change, modify, or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the Board of Arbitration shall be borne equally by the Co-operative and the Union unless otherwise provided by law. The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties.
- (c) In the case of discharge which the Board of Arbitration has determined to have been for an improper cause, the Board shall have the option to reinstate the employee and award them full or part back pay.

SECTION 23 – Miscellaneous

- (a) Maintenance of Adequate Heating Facilities: The Co-operative agrees to maintain adequate heating facilities at the Office and the Gas Bar. Furthermore, the Co-operative shall follow the guidelines for temperature control, including absolute minimum and maximum temperatures as required by British Columbia Occupational Health and Safety regulations.
- (b) Union Decal: The Co-operative agrees to display the official Union decal of the United Food & Commercial Workers International Union in a location where it can be seen by customers.
- (c) Apparel: Basic uniforms and name badges, which are determined by the Co-operative, shall be provided by the Co-operative to Customer Service Representatives at no cost to the employee and must be worn at all times while on duty.

The dress code for Admin Clerks at the Office shall be business casual.

Special clothing shall be provided by the Co-operative where deemed necessary in the sole discretion of the Co-operative.

- (d) 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 Co-operative at no cost to the employee. These items must be kept on the premises.
- (e) Charitable Donations: Employee donations to charity funds shall be on a strictly voluntary basis.
- (f) Intimidation: No employee shall be discharged or discriminated against for any lawful union activity, or for serving on a union committee, or for reporting to the Union the violation of any provision of this Agreement.

If an employee walks off the job and alleges management has deliberately coerced or intimidated the employee into doing so, the matter shall be considered under the grievance procedure and, if such allegations are proved to be true, then the employee shall be considered not to have resigned. Such grievances must be filed no later than five (5) days after the incident that gave rise to the situation.

This is not to be construed to restrict management personnel from reprimanding an employee as required by their position to maintain the proper operation of the location.

- (g) Picket Lines: The Co-operative agrees that in the event of a legal picket line of another trade union being in existence at any of the Co-operative's locations within the Bargaining Unit, the Co-operative will in no way require or force members to report to work behind such a picket line. Nor will the Co-operative discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at their place of work.
- (h) Deemed Time Worked: Paid vacations, Sick Leave, and Statutory Holidays shall be considered as time worked for all purposes of the Collective Agreement, including dental and pension plan contributions.
- (i) Bulletin Boards: Bulletin Boards will be supplied by the Union and will be placed in lunchrooms or other area in the Gas Bar and the Office as mutually agreed. It is understood that these bulletin boards are the property of the Union and shall be for their exclusive use.

Bulletins authorized by the Union concerning the following may be posted by a person so authorized by the Union:

- (i) Meeting notices
- (ii) Dental Plan information
- (iii) Pension Plan information
- (iv) Safety information

Any other bulletins may only be posted by mutual agreement between the Union and designated management.

- (j) Harassment: The Co-operative recognizes the rights of employees to work in an environment free from harassment. Where an employee alleges that harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement. Where an allegation of harassment has been received by the Co-operative, it will be investigated in accordance with the Co-operative policy on harassment. The Co-operative agrees to ensure that the Co-operative's harassment policy is available and accessible to all employees, and will be reviewed with employees on an annual basis.

- (k) Employee's Personnel File: A personnel file shall be maintained by the Co-operative for each employee. Such file shall contain all formal reports and records concerning the employee's employment and work performance. An employee shall have the right to read and review their personnel file on reasonable notice and by written request to the Co-operative. An employee shall be advised of any formal disciplinary report to be placed in the employee's personnel file by copy of such document. The employee will be required to sign management's copy of the disciplinary report. Such signature will indicate receipt of formal reprimand by the employee only.

A copy of all such disciplinary reports, including written warnings, suspensions and discharges, shall be copied to the Union.

All disciplinary reports in an Employee's Personnel File that are more than twenty-four (24) months old shall not be considered in any assessment of the Admin Clerk's performance or conduct or to support any subsequent disciplinary action by the Co-operative. Notwithstanding the foregoing, disciplinary reports involving violence in the workplace, sexual harassment, harassment, bullying, and major safety violations may be used in any disciplinary proceedings without limitation.

- (l) Discipline Interview: Where an employee attends an interview with management for the purpose of receiving a formal discipline report or for a security interview, the employee shall have the right to a witness of their choice.

If during any other private corrective interview with management it is determined that there will be a discipline report on the employee's record, the interview may be temporarily suspended so that the employee may call in a witness of their choice.

If the employee being disciplined is a Customer Service Representative, the witness used by the employee shall be another Customer Service Representative working at the Gas Bar at the time the interview is being held. If the employee being disciplined is an Admin Clerk, the witness used

by the employee shall be another Admin Clerk working at the Office at the time the interview is being held.

It is understood the witness is an observer and not a participant.

- (m) Staff Meetings: Staff Meetings, whether at the Office, the Gas Bar or off of the Co-operative's premises, shall be considered as time worked and paid accordingly.
- (n) Physical Examinations: Where the Co-operative requires an employee to take a Physical Examination, doctor's fees for such examination shall be paid by the Co-operative. Except prior to commencement of employment, during the first four (4) weeks of employment, and when the employee is on a leave of absence, such examinations shall be taken during the employee's working hours without loss of pay to the employee.
- (o) Education Fund: The Co-operative agrees to contribute one cent (1¢) per hour for every hour worked by members of the Bargaining Unit, based on dental plan hours, to the United Food and Commercial Workers, Local 1518, Health, Safety and Education Training Fund, effective January 1, 1990. This contribution will be reconciled and paid once per annum on or before January 31.

SECTION 24 – Health and Safety Committee

The Co-operative agrees to maintain a Health and Safety Committee. The committee shall function in accordance with WorkSafeBC. One (1) member of the Bargaining Unit shall be elected by the Bargaining Unit or shall be appointed by the Union to serve on the Health and Safety Committee.

SECTION 25 – Time Off for Union Business – Union Representation

- (a) Time Off for Union Business: Upon at least three (3) weeks' notice from the Union, the Co-operative shall permit one (1) employee at any time to have Time Off for Union Business for the following purposes:
 - (i) To attend to Union business, conventions, conferences, seminars, education, or Union negotiations.
 - (ii) Up to six (6) months off as a leave of absence for Union business. The Co-operative and the Union may mutually agree to extend such leave of absence by a further six (6) months.
 - (iii) Up to seven (7) days off to attend a Provincial Conference.

The number of employees in excess of one (1) granted leave for these purposes shall be determined by mutual agreement.

The Co-operative will bill the Union and the Union will reimburse the Co-operative for wages paid to an employee and dental and pension contributions made on the employee's behalf during all Time Off for Union Business.

- (b) Visits of Union Representatives: Duly authorized full-time representatives of the Union shall be entitled to visit the Office and the Gas Bar for the purpose of observing working conditions, meeting members and to ensure that the terms of the Collective Agreement are being implemented.

Union Representatives shall be permitted to check employee time records, including work schedules, and in the event of any discrepancies, they shall be presented under Section 21 of this Agreement. It is understood the Union Representative may attempt to resolve problems through the Manager prior to implementation of Section 21.

A Union Visit or formal interview of an employee by a Union representative shall be permitted after notifying the Manager and shall be held:

- (i) at a place as to not interfere with service to the public or normal operations, and
- (ii) at times as to not interfere with service to the public and, whenever possible, during the meal period.

If a formal interview is not held during the meal period, time taken in excess of five (5) minutes shall not be on company time unless with the approval of management.

- (c) Shop Steward Recognition: It is recognized that Shop Stewards may be elected or appointed by the Union from time to time and the Co-operative will be kept informed by the Union of such appointments or elections.

The Co-operative agrees to recognize two (2) Union Shop Stewards for the Bargaining Unit, and, when a Shop Steward is absent, the Co-operative shall recognize one (1) Alternate Shop Steward. The Union shall inform the Co-operative in writing of the identity of the Alternate Shop Steward.

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

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

SECTION 26 – Joint Labour Management Committee

The Joint Labour Management Committee (the “JLM Committee”) will consist of one (1) Gas Bar Shop Steward and one (1) Office Shop Steward and at least one (1) representative from the Co-operative. The JLM Committee shall meet at the call of either party at a mutually agreeable time and place to a maximum of one (1) meeting every two months. The purpose of the JLM Committee is to encourage an open and candid discussion on topics and issues that arise at the Office and Gas Bar level.

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.

SECTION 27 – Expiration and Renewal

This Agreement shall be for the period from and including **October 1, 2024**, up to and including **September 30, 2028**, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding **October 1, 2024**, or any subsequent anniversary date thereafter to:

- (a) terminate this Agreement, in writing, effective **October 1, 2024**, or any subsequent anniversary thereof;
- (b) require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

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

- (1) the Union upon commencement of lawful strike in compliance with the *Labour Relations Code* of British Columbia; or
- (2) the Co-operative upon commencement of lawful lockout in compliance with the *Labour Relations Code* of British Columbia.

SIGNED THIS 11th DAY OF October, 2024 .

**FOR THE UNION
UFCW LOCAL 1518**



Patrick Johnson, President

**FOR THE CO-OPERATIVE
MID-ISLAND CO-OPERATIVE**



Ian Anderson, CEO

APPENDIX A – WAGE SCHEDULES

	Effective Oct 2024 2%	Effective Oct 2025 2%	Effective Oct 2026 2%	Effective Oct 2027 2%
Admin Clerk 1				
Start - 1040	\$17.75	\$18.10	\$18.47	\$18.83
1041- 2080	\$17.98	\$18.34	\$18.71	\$19.08
2081- 3120	\$19.97	\$20.37	\$20.78	\$21.19
3121 - 4160	\$21.98	\$22.42	\$22.87	\$23.33
4161 - 5200	\$23.98	\$24.46	\$24.95	\$25.45
5201 - 6240	\$25.96	\$26.48	\$27.01	\$27.55
6241 + Hours	\$27.96	\$28.52	\$29.09	\$29.67

	Effective Oct 2024 4%	Effective Oct 2025 2.75%	Effective Oct 2026 2.5%	Effective Oct 2027 2.5%
Admin Clerk 2				
Start - 1040	\$18.10	\$18.59	\$19.06	\$19.53
1041- 2080	\$18.61	\$19.12	\$19.60	\$20.09
2081- 3120	\$20.90	\$21.48	\$22.02	\$22.57
3121 - 4160	\$23.22	\$23.86	\$24.46	\$25.07
4161 - 5200	\$25.53	\$26.23	\$26.89	\$27.56
5201 - 6240	\$27.86	\$28.63	\$29.34	\$30.08
6241 + Hours	\$30.18	\$31.01	\$31.79	\$32.58

	Effective Oct 2024	Effective Oct 2025 2.5%	Effective Oct 2026 2.25%	Effective Oct 2027 2%	
Customer Service Representative					
Start - 1040	3%	\$18.28	\$18.74	\$19.16	\$19.54
1041 - 2080	3%	\$18.54	\$19.00	\$19.43	\$19.82
2081 - 3120	3.5%	\$18.89	\$19.36	\$19.80	\$20.19
3121 - 4160	3.5%	\$19.15	\$19.63	\$20.07	\$20.47
4161 - 5200	4%	\$19.50	\$19.99	\$20.44	\$20.85
5201 - 6240	4%	\$19.76	\$20.25	\$21.71	\$21.12
6241 + Hours	5%	\$20.21	\$20.72	\$21.18	\$21.61

The parties agree that should the minimum wage in the province of British Columbia (“Minimum Wage”) exceed any of the wage steps in the Wage Schedules, the employees who are entitled, pursuant to the Wage Schedules, to wages falling below Minimum Wage shall instead receive the applicable Minimum Wage.

LOU #1 RE: ADMIN CLERK RED CIRCLE AND CLASSIFICATION

All Admin Clerks at date of ratification will be red circled on the Admin Clerk 2 Wage Schedule and will be classified, based on current skills, qualifications, abilities, and responsibilities, at the sole discretion of the Co-operative, as either an Admin Clerk 1 or an Admin Clerk 2.

The Employer shall present and discuss the Admin Clerk 1 and Admin Clerk 2 job descriptions with the Union, which shall become the recognized job descriptions.

There shall be a minimum of eight (8) Admin Clerk 2 positions filled at all times. This shall not be construed as a maximum amount of Admin Clerk 2 positions, and the Union reserves the right to challenge the classification of an employee.

When a future vacancy occurs, for any reason, the classification of the vacancy will be based on the operational needs of the Co-operative at the time the vacancy occurs. The parties agree to meet to discuss a process outside of bargaining which will allow employees to upgrade their skills and attain additional training, to provide them with a pathway to move up into the higher classification.

SIGNED THIS 11th DAY OF October, 2024 .

**FOR THE UNION
UFCW LOCAL 1518**



Patrick Johnson, President

**FOR THE CO-OPERATIVE
MID-ISLAND CO-OPERATIVE**



Ian Anderson, CEO

LOU #2 RE: GROCERY STORE OPENING OR RE-OPENING

The parties agree that should the Co-operative open or re-open a grocery store in the City of Nanaimo before the expiry of this Collective Agreement, the Union and the Co-operative will meet to negotiate the terms for the opened or re-opened location.

As well, the parties agree to negotiate any changes to the existing Scope and Recognition language as found in Section 1 of this Collective Agreement.

SIGNED THIS 11th DAY OF October, 2024.

**FOR THE UNION
UFCW LOCAL 1518**



Patrick Johnson, President

**FOR THE CO-OPERATIVE
MID-ISLAND CO-OPERATIVE**



Ian Anderson, CEO

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