

COLLECTIVE AGREEMENT

BETWEEN

INDIGO BOOKS & MUSIC INC.
Coquitlam, BC

AND



**UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL NO. 247**

Chartered by the United Food and Commercial
Workers International Union, AFL-CIO, CLC

FIRST PRINTING
Errors and Omissions Excepted

TERM OF AGREEMENT
July 21, 2021 to May 31, 2023

Dear Member:

This is your Union Collective Agreement. It represents the progress and efforts of many years of negotiations. Please read it and make sure you are receiving the benefits to which you are entitled.

Only by insisting on your rights, and refusing to let anyone abrogate them, can the Agreement be kept strong and meaningful. Any abuse of the Collective Agreement tends to undermine and weaken it.

Let's respect the Agreement; let's keep it strong and meaningful.

Make full use of your Shop Stewards.

DAN GOODMAN
President

CHARLES PRATT
Secretary-Treasurer

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COLLECTIVE AGREEMENT

BETWEEN:

INDIGO BOOKS & MUSIC

(hereinafter referred to as the "Employer")

AND:

UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 247

(hereinafter referred to as the "Union")

PURPOSE

The parties to this Agreement are committed to the efficient operation of the Employer's store located at Unit 38-2991 Lougheed Highway, Coquitlam, BC (the "Coquitlam Centre Store"). The general purpose of this Agreement is to:

- a) establish and maintain a mutually satisfactory relationship between the Employer and the Union;
- b) set out the agreed terms and conditions of employment for the members of the bargaining unit;
and

- c) provide a mechanism for the prompt and equitable disposition of grievances that may arise between the parties with respect to matters covered under this Agreement.

ARTICLE 1 – RECOGNITION

- 1.01** The Employer recognizes the Union as the sole and exclusive bargaining agent for the employees employed by the Employer at the Coquitlam Centre Store, except supervisors and those above the rank of supervisor, office staff, administration staff, and regional and Home Office staff.
- 1.02** The term "employee" or "employees" as used in this Agreement, unless clearly specified otherwise, shall mean only those employees who are included in the bargaining unit, as described in Section 1.01 above.
- 1.03** The Union recognizes that supervisors and other non-bargaining unit employees, including members of Home Office, perform work that employees also perform, and agrees that nothing in this Agreement is intended to restrict that practice. The Employer agrees that such practice will not directly result in the layoff of

any employee or the cancellation of an employee's scheduled shift.

ARTICLE 2 – NON-DISCRIMINATION

2.01 The Employer and the Union agree that every employee is entitled to a workplace free from discrimination as defined in the *BC Human Rights Code*.

ARTICLE 3 – UNION SECURITY

3.01 All employees covered by this Agreement shall, as a condition of employment, become and remain members of the Union during the lifetime of this Agreement. It is also agreed that, as a condition of employment, from the date of hire, all persons covered by this Agreement shall pay initiation fees and dues, as determined by the Union. It is the responsibility of the employee to maintain active membership as outlined in the Union's International Constitution and Local Union policy.

3.02 Deduction of Union Dues

(a) The Employer agrees to deduct union dues and, where applicable, initiation fees and assessments,

from the wages of members in the bargaining unit. Deductions shall be made every pay period which shall be forwarded by cheque or E-transfer to the Union Office on a monthly basis by the 15th day of each month, for the preceding month.

- (b) Along with dues, the Employer will provide the Union with a statement providing the full name, address, mobile phone number (if available), social insurance number, and full-time/part-time status of the employees for whom the deductions were made and the amount of deduction per employee.
- (c) The Employer will notify the Union on a monthly basis of new employees as well as terminations.
- (d) The Employer agrees to record the annual dues deductions for each employee on a T 4 Form.
- (e) In the event that union dues or initiation fees are increased during the life of this Agreement, the Union agrees to provide the Employer sufficient notice to enact the change.

3.03 The Employer agrees to acquaint new employees with the fact that the terms of their employment are

governed by a Collective Agreement, and with the conditions set out in this Article.

3.04 The Union further agrees that there will be no solicitation for membership, collection of dues, or other Union activities on the premises of the Employer, except as specifically permitted by this Agreement or in writing by the Employer.

3.05 The Union shall indemnify and save the Employer harmless against all claims or other forms of liability that may arise out of any actions taken by the Employer in compliance with this Article.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union recognizes and acknowledges that except to the extent specifically modified by this Agreement the Employer reserves all management rights and it is the Employer's exclusive right to manage its operations and direct employees. Without limiting the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

(a) maintain order, discipline, efficiency;

- (b) make, alter, and enforce rules and regulations, policies, and practices to be observed by employees;
- (c) hire, classify, reclassify, direct, transfer, lay off and recall employees;
- (d) assign work to employees and establish hours of work;
- (e) discharge, suspend, or otherwise discipline employees; and
- (f) manage the business in which the Employer is engaged and, without limiting the generality of the foregoing, to determine the nature and kind of business conducted by the Employer, the equipment to be used, the methods and techniques of work, the content of jobs, the schedules of employees, the number of employees to be employed, the hours of work, the extension, limitations, curtailment or cessation of operations or any part thereof.

4.02 The Employer agrees that it will exercise the functions referred to in Article 4.01 in a manner consistent with the provisions of this Agreement.

ARTICLE 5 – UNION STEWARDS AND COMMITTEES

5.01 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Union Representatives.

5.02 The Employer agrees to recognize a committee comprised of three (3) bargaining unit employees, designated by the Union, for the purpose of Collective Agreement bargaining with the Employer. The committee members will be paid by the Employer at the rate of straight time for regularly scheduled hours lost from work as a result of negotiations with the Employer. The Employer will then send the Union an invoice for the members time off.

5.03 Shop Stewards

(a) The Union shall have the right to appoint or otherwise select up to three (3) regular Stewards within the bargaining unit.

- (b) The Union shall notify the Employer, in writing, of the name of the Stewards before the Employer shall be required to recognize such Stewards.
- (c) No employee shall act in the capacity referred to in 5.03(a) above until after such person has completed their probationary period of employment with the Employer.
- (d) Stewards shall conduct their duties so as to avoid disrupting or interrupting the Employer's operations. A Steward will obtain the permission of their Supervisor or Manager before leaving their work and will only do so in order to perform their duties related to safety, issuing of discipline, or grievance meetings. Such permission will not be unreasonably withheld.

5.04 Union Representative Visits

Upon providing the Employer with twenty-four (24) hours' notice, when possible, and providing that the Employer's operations are not interfered with, a Union Representative will be entitled to visit the workplace during working hours, at reasonable times, to investigate and assist in the settlement of grievances,

meet with an employee involved in a grievance, and to conduct business concerning the administration of this Agreement. During a visit, a Union Representative will be permitted access to locations where employees are working.

ARTICLE 6 – NO STRIKES – NO LOCKOUTS

6.01 The Employer and Union agree that there will be no strikes or lockouts so long as this Agreement continues in legal force and effect.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Except as otherwise provided in this Agreement, whenever a difference arises between the parties concerning the interpretation, application, operation or alleged violation of this Agreement, including a question as to whether or not a matter is arbitrable, or the dismissal or discipline of an employee is for just cause, the alleged grievance shall be dealt with in the following manner without stoppage of work.

7.02 The time limits set out for each step of the grievance procedure are mandatory and may only be extended by mutual agreement in writing between the Employer and the Union. If the Employer or the Union does not

file or present a grievance to the next higher level within either the prescribed time limit or the agreed extended time limit, the grievance will be deemed to be abandoned.

7.03 The following procedure will be followed in the settlement of disputes arising out of the Agreement:

1st Step: Within seven (7) calendar days from the event giving rise to the grievance, the employee or Steward must discuss the matter with the Store's General Manager or their designate.

2nd Step: If no satisfactory settlement is reached at Step 1, then within fourteen (14) calendar days from the event giving rise to the grievance, the Union must submit the grievance in writing to the Store's General Manager or their designate. The Employer shall provide a written response to the grievor within seven (7) calendar days of the receipt of the grievance at Step 2.

3rd Step: If no satisfactory settlement is reached at Step 2, the Union must submit the grievance in writing to the Regional Director or their designate within fourteen (14) calendar days of the Employer's decision at Step 2. The grievance must state the nature of the grievance and the circumstances from which it arose as well as the Article(s) of the Agreement alleged to have been violated and the nature of the relief or remedy sought. The Employer shall provide a written response to the Union within fourteen (14) calendar days of the receipt of the grievance at Step 3.

7.04 If no satisfactory settlement is reached at Step 3, either party may, within ten (10) calendar days of the Step 3 response, refer the grievance to arbitration pursuant to Article 8.

7.05 The Employer shall supply a suitable location for the grievance meeting. Grievance meetings will occur outside an employee's working hours, wherever possible.

7.06 A claim by an employee that they have been discharged or suspended, without just cause, will be treated as a special grievance commencing at Step 2 of the grievance procedure.

ARTICLE 8 – ARBITRATION

8.01 When a grievance is referred to arbitration, the parties will appoint a single arbitrator to be selected by mutual agreement of the parties. If the parties are unable to agree on the identity of an arbitrator, then either party may request the Minister of Labour to appoint an impartial arbitrator.

8.02 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.

8.03 The expenses of the Arbitrator shall be equally divided between Employer and the Union.

ARTICLE 9 – HEALTH AND SAFETY

9.01 The Union and the Employer shall cooperate in maintaining regulations which will afford adequate protection for the employees. The Employer will

comply with all health and safety regulations applicable to the workplace.

- 9.02** A Health and Safety Committee shall be established, comprised of equal representatives from both the Union and the Employer. Each party will appoint its own representatives.
- 9.03** The Health and Safety Committee shall hold at least one (1) meeting per quarter and one walk-through per quarter. Minutes of all Health and Safety Committee meetings shall be kept, and copies of such minutes shall be sent to the Union and the Employer.
- 9.04** The Health and Safety Committee shall be notified, in writing, of each lost time accident or injury. The Health and Safety Committee shall investigate and report, in writing, to the Union and the Employer as soon as possible on the nature and cause of the lost time accident or injury.
- 9.05** In the event an employee is injured at work, the Employer will arrange for transportation to the hospital or place of treatment, if necessary, on the day of the injury.
- 9.06** An employee who is injured during working hours and is required to leave for treatment of such injury shall receive payment for the remainder of the shift at the hourly rate of pay, unless a licensed medical practitioner states that the employee is fit for further work on that shift.

9.07 Where the Employer intends to meet with an employee for matters related to the development, implementation, and administration of an accommodation or return to work plan, the employee shall have the right to be accompanied by and represented by a Union representative. The Employer shall notify the employee of this right and advise the employee and the Union of the time and place of this meeting. If no Union representative is reasonably available to meet at the time established, the Employer may set a meeting within the next twenty-four hours taking into consideration, the Union's availability.

ARTICLE 10 – LEAVES OF ABSENCES

10.01 Leaves of Absence

Except as set out below in this Article, leaves of absence are pursuant to the B.C. *Employment Standards Act*.

10.02 Personal Leave

The Employer may grant employees who have completed their probationary period an unpaid leave of absence for exceptional circumstances, provided the absence does not impact upon business needs and provided the purposes of the leave is not to work

elsewhere. In order to apply the employee must make a request in writing, stating the reasons for the leave and duration required, at least thirty (30) days in advance of the leave if possible.

10.03 Union Leave

- (a) The Employer shall grant a leave of absence, with pay, to Union Stewards to attend Union Conventions or Educational Sessions. Such leave must be applied for at least two (2) weeks in advance and shall be subject to operational needs. The Union will make the Employer whole for wages paid to the Union Steward and for mandatory employment related costs (including EI premiums, CPP contributions, WCB premiums, EHT premiums, vacation pay, and benefit premiums) upon receipt of an invoice from the Employer.

- (b) An employee elected or appointed to a paid full-time position within the Union, shall be granted a Leave of Absence, without pay, for up to one (1) year.

10.04 Employees returning from a leave of absence will be returned to the position they held prior to the leave, without loss of seniority, should such position continue to exist and subject to any accommodation needs.

ARTICLE 11 – DOMESTIC AND SEXUAL VIOLENCE LEAVE

11.01 Domestic or Sexual Violence Leave is a job-protected leave of absence that provides employees time off work when an employee experiences or is threatened by domestic or sexual violence. Providing victims of domestic or sexual violence with job security can support them in their decision to seek help. Employees are entitled to Domestic or Sexual Violence Leave in the manner and circumstances set out in Section 52.5 of the *Employment Standards Act*.

ARTICLE 12 – SENIORITY

12.01 Seniority rights shall apply only to the extent expressly provided in this Agreement.

12.02 Seniority shall be defined as length of continuous employment with the Employer in the bargaining unit.

12.03 An employee shall lose seniority and shall be deemed terminated in any of the following circumstances:

- (a) an employee resigns, retires, or is discharged for just cause;
- (b) an employee has been laid-off for a period in excess of their accumulated seniority or for up to a maximum of one (1) year, whichever is lesser;
- (c) an employee who has been notified at their last known address to return to work following a lay-off and has failed to do so within seven (7) calendar days of delivery of the recall notice;
- (d) an employee fails to return to work following the expiration of an authorized leave of absence without reasonable cause;
- (e) an employee utilizes an authorized leave of absence for purposes other than those for which the leave was granted;
- (f) an employee is absent for more than three (3) shifts in a row and the employee has not provided a satisfactory explanation for that absence.

12.04 It shall be the duty of employees to notify the Employer and the Union of any change of their address. If any should fail to do so, the Employer will not be

responsible for failure of notice to reach such employees.

- 12.05** No employee shall be transferred to a position outside the bargaining unit without their consent. In the event an employee takes a permanent position outside the bargaining unit for a period longer than six (6) months, such employee shall lose their bargaining unit seniority.

ARTICLE 13 – JOB POSTINGS

- 13.01** If the Employer determines it advisable to create or fill a full-time position, the Employer will post such vacancy for a period of five (5) calendar days.
- 13.02** In selecting an employee for a full-time position, the Employer will give preference to senior employees where the skill and ability of the applicants to perform the required work is relatively equal.

ARTICLE 14 – PROBATIONARY PERIOD

- 14.01** The probationary period for a newly hired employee shall be 520 worked hours or four months, whichever comes first, from the date of hire. The Employer may

extend a probationary employee's probationary period by an additional period of up to 80 worked hours or one month, whichever comes first, by mutual agreement with a Union representative.

- 14.02**
- (a) During the probationary period, the Employer may terminate a probationary employee if it deems that probationary employee unsuitable for continued employment, regardless of whether there is reasonable cause for such termination. The decision as to whether a probationary employee is suitable for continued employment is within the sole discretion of the Employer.
 - (b) In an arbitration regarding the termination of a probationary employee, the unsuccessful party at arbitration will pay the costs of the arbitration (e.g., the Arbitrator's fees, disbursements, expenses, and the cost of any hearing room). Accordingly, and notwithstanding Article 8.03, in addition to rendering a decision on the merits of the grievance, the arbitrator shall determine which party was unsuccessful. If there is mixed success, the arbitrator shall order the costs of the arbitration proportionate to the relative success of each party.

14.03 If a probationary employee is terminated without cause during the probationary period, the notice or pay in lieu, if any, is governed by the BC *Employment Standards Act*.

14.04 (a) During the probationary period, a probationary employee does not have or accrue seniority for any purpose, including for the purpose of being scheduled for work.

(b) Probationary employees who successfully complete their probationary period shall be placed on the seniority list in accordance with their date of hire.

ARTICLE 15 – LAY-OFF AND RECALL

15.01 In the event of layoff, employees with the least of amount of seniority shall be laid off, provided that the remaining employees have the skill, ability, qualifications and availability to perform the required work.

15.02 The Employer agrees to provide employees with at least seven (7) calendar days' notice of layoff, except in cases of unexpected business demands or government orders.

- 15.03** Employees shall be recalled in the order of their seniority, where jobs become available, provided they have the skill, ability, qualifications and availability to perform the required work.
- 15.04** No new employee shall be hired until those laid off have been given the opportunity of recall.
- 15.05** A senior employee may increase their availability prior to a layoff taking effect in order to attempt to avoid the layoff. A senior employee who is laid off may increase their availability once laid off in order to increase the likelihood of a recall.

ARTICLE 16 – CONDUCT AND DISCIPLINE

- 16.01** Employees may only be disciplined for just and reasonable cause. This provision does not apply to employees during the probationary period.
- 16.02** If the Employer intends to meet with an employee to issue discipline or dismiss an employee, the employee shall have the right to request a Steward be present, provided that it will not result in undue delay in the appropriate action being taken.

- 16.03** The Employer may discipline an employee without the presence of a Steward if there is no Steward available. If no Steward is available, the employee may request another member of the bargaining unit, selected by the employee, to be present.
- 16.04** Both the Steward and the employee will be given a copy of the discipline.
- 16.05** Upon request, employees may view and correct onboarding information maintained by the Employer, and may view and/or request a copy of any disciplinary record(s).

ARTICLE 17 – WAGES

- 17.01** Wages are set out in Appendix "A" of this Agreement. They shall not be changed or deleted, nor shall they see a reduction in wages for the life of this Agreement.
- 17.02** The Employer will pay wages bi-weekly, through direct deposit and shall provide each employee with an itemized statement of earnings and deductions, which may be provided electronically.

17.03 The Employer may not make deductions from wages unless authorized by statute, court order, arbitration award, or this Agreement.

17.04 The Employer is entitled to recover any overpayment from employees via deductions from wages.

ARTICLE 18 – HOURS OF WORK AND OVERTIME

18.01 Employees have no right to casual work, shifts, or employment at any store of the Employer not covered by this Collective Agreement.

18.02 The provisions of this Article shall not be construed as a guarantee of hours of work per day or per week, or shifts per week, and are only intended to provide a basis for calculating time worked. The Employer has the right to schedule employees for store operations, openings and closings, and to extend or reduce a regular day where necessary and extend or reduce weekly hours for operational reasons. In scheduling any employee for work, the Employer will have regard to the seniority, availability, skill, and ability of employees.

18.03 Availability Requirements

- (a) At the commencement of employment, and no later than December 1, March 1, June 1, and September 1 of each year, employees are required to submit their availability to the Employer for the upcoming quarter.
- (b) Full-time employees shall provide the Employer with “open” availability, meaning they are available for all shifts during the workweek (Sunday to Saturday).
- (c) Part-time employees shall provide the Employer with minimum availability consisting of at least four shifts per week split over four days, consisting of no less than one weekend day of full availability and one weekday closing shift.

18.04 Scheduling

- (a) The Employer will schedule full-time and then part-time employees for available shifts by providing senior employees the opportunity to work a weekly schedule of hours that in no event is less than a junior employee, provided they have

the necessary availability, skill, and ability to perform the work.

- (b) In the event hours of work beyond those in the posted weekly schedule become available for any reason after posting the schedule, including due to approved absences, sickness, and/or an unanticipated business demands, the Employer will call the most senior employee not scheduled that day, based on their documented availability, who has the skill and ability to perform the available work, and provided that doing so does not result in overtime.
- (c) The Employer will post schedules of work two weeks in advance by 6:00 p.m. Friday. If Friday is a statutory holiday, then the schedule will be posted by 6:00 p.m. on the following day. Once posted, the Employer will not add an additional shift for an employee without their agreement. Employees may only switch shifts upon the written approval of the Store's General Manager or their designate, and provided that doing so does not result in overtime work.

- (d) Employees will not be called in or scheduled to work for shifts of less than three hours.
- (e) The Employer shall not schedule employees on split shifts without their agreement.
- (f) Except as otherwise set out in this Agreement, time off requests will be given to the Store's General Manager or their designate at least one (1) week in advance of the posted schedule.

18.05 Breaks

Employees shall be entitled to the following breaks, based on hours worked:

- (a) 4 to 5 hours: one 15 minute paid break;
- (b) over 5 to 8 ½ hours: one 15 minute paid break and one 30 minute unpaid meal break; or
- (c) over 8 ½ hours: two 15 minute paid breaks and one 30 minute unpaid meal break.

18.06 Overtime

- (a) Overtime pay, at the rate of time and one-half (1 ½) times the employee's hourly rate, will be paid for all hours worked in excess of forty (40) in a week. All overtime must be approved by the Store's General Manager or their designate, in advance.

ARTICLE 19 – VACATIONS

- 19.01** (a) The vacation year is from April 1 to March 31. Employees will start accruing vacation time and vacation pay on their start date.
- (b) Vacation time and vacation pay will be granted by the Employer in accordance with the following:

<u>Length of Service</u>	<u>Vacation Pay Earned</u>	<u>Vacation Time (Unpaid)</u>
Hire date to 3 years	4% of earnings	2 weeks
3 years to 8 years	6% of earnings	3 weeks
8+ years	8% of earnings	4 weeks

- 19.02** (a) Vacation time shall be granted in accordance with seniority and operational needs, it being understood that: 1) employees shall not be permitted to take more than two consecutive weeks of vacation at a time: and 2) no vacations shall be scheduled between November 15 to January 2 (the annual blackout period).
- (b) The Employer agrees to post a vacation schedule on March 1st of each year. Employees, by seniority, will be asked to select vacation time by March 15th. The Employer shall post the finalized vacation schedule no later than March 31st of each year in the staff room bulletin board. Vacation requests after this process is exhausted will be granted on a first come, first served basis, subject to operational requirements.
- (c) In the event the employee wishes to change their scheduled vacation: 1) it shall not affect anyone else finalized on the vacation schedule; and 2) it will be taken at a mutually agreeable time.

- 19.03** If, during a scheduled vacation, an employee suffers an illness or requires an approved Leave of Absence, the employee shall be entitled to reschedule their vacation to a mutually agreeable time.
- 19.04** Upon the termination of employment, for whatever reason, an employee will be paid any accrued but outstanding vacation pay.
- 19.05** There shall be no carry-over of vacation entitlements.

ARTICLE 20 – STATUTORY HOLIDAYS

20.01 (a) In order to be eligible for statutory holiday pay or overtime under this Article an employee must have been employed for at least 30 calendar days before the statutory holiday and have worked or earned wages for at least 15 of the preceding 30 calendar days.

(b) The following days shall be recognized as statutory holidays:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	BC Day

Labour Day Thanksgiving Day
Remembrance Day Christmas Day

and any statutory holiday proclaimed by the Provincial government.

- 20.02** (a) Eligible employees are entitled to statutory holiday pay in accordance with the B.C. *Employment Standards Act*.
- (b) Eligible employees who are required to work on any of the above-named statutory holidays will receive one and one-half (1½) times their regular rates of pay for all hours worked in addition to statutory holiday pay.
- (c) Notwithstanding the previous paragraph, no pay for working on a statutory holiday other than regular rates will be made unless an employee has worked the regularly scheduled shift immediately before the statutory holiday and the regularly scheduled shift immediately after the statutory holiday, except where absence on either of the said shifts was due to verified personal illness, layoff, or an approved Leave of Absence.

20.03 If any of the above-mentioned holidays occurs during the employee's vacation period, the employee will receive payment for the statutory holiday in accordance with the B.C. *Employment Standards Act*.

ARTICLE 21 – SICK DAYS

21.01 (a) Full-time employees with over one (1) year of service are entitled to ten (10) sick days with pay each fiscal year (April 1 – March 31). Paid sick time entitlement is pro-rated during a full-time employee's first fiscal year of eligibility, based on their first day of work.

(b) Part-time employees who have successfully passed their probationary period are entitled to eighteen (18) sick hours with pay each fiscal year (April 1 – March 31). Paid sick time entitlement is pro-rated during a part-time employee's first fiscal year of eligibility, based on their first day of work.

21.02 Sick time is not cumulative and cannot be carried forward to the following fiscal year. Any sick time not taken in the fiscal year in which it was granted will be forfeited.

ARTICLE 22 – EMPLOYEE BENEFITS

- 22.01** (a) The Employer will provide employees covered by this Agreement health and welfare benefits consistent with those offered to its non-union hourly employees in British Columbia.
- (b) Eligibility for health and welfare benefits is assessed on April 1 of year. An employee must have worked at least 1040 hours in the 12-month period beginning February 1 of the previous year and ending January 31 of the current year to be eligible for health and welfare benefits.

ARTICLE 23 – GENERAL

23.01 Bulletin Boards

The Employer agrees to extend to the Union the use of a bulletin board for the Union postings relating to the workplace. The Employer agrees that the Union may place a locking case up to 18” by 30” in size in a location acceptable to the Employer. The Union will provide the Store’s General Manager a copy of the key to the locking case. Notice must first be sent to the Store’s General Manager for review.

23.02 Dress Code

Employees shall be required to comply with the Employer's dress code, as amended from time to time.

23.03 Doctors Notes

Return to work medical notes will not be paid by the Employer. However, where the Employer requests additional medical reports in connection with an employee's ability to work or accommodation needs, the Employer will pay reasonable and standard costs associated with same.

ARTICLE 24 – DURATION OF AGREEMENT

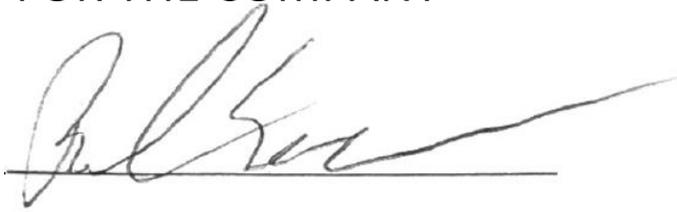
24.01 This Agreement shall remain in force and effect from July 21, 2021 until May 31, 2023. If no agreement is reached at the expiration of this Agreement and negotiations are continued, the Agreement shall remain in force up to the time a new agreement is reached or until a legal strike or lockout occurs.

24.02 The parties agree to meet and sign the Collective Agreement within thirty (30) days of ratification.

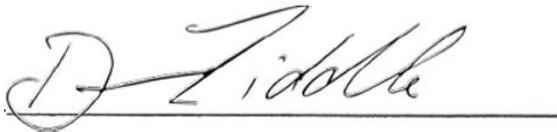
- 24.03** The Parties agree to exclude the operation of Sections 50(2) and 50(3) of the *Labour Relations Code* from the Agreement.
- 24.04** The parties agree to share in equal parts the cost of printing sufficient copies of the Agreement to provide to all new and existing employees.

Signed this 21st day of July, 2021.

FOR THE COMPANY



A. Markle



FOR THE UNION



APPENDIX 'A' WAGES

The starting rate for all employees is minimum wage.

1. On June 1, 2021, the Employer provided certain employees a pay increase as a result of the \$0.60 increase in minimum wage from \$14.60 to \$15.20. Effective upon ratification, the Employer will provide a wage compression adjustment by providing a \$0.60 per hour increase to employees who did not receive a pay increase on June 1, 2021, and by topping up employees who received less than a \$0.60 per hour increase to a \$0.60 increase.
2. Effective upon ratification, the Employer will provide employees a 2% wage increase.
3. On June 1, 2022, the Employer will provide each employee a wage increase of the greater of:
 - a. 2%; or
 - b. the number of cents by which the minimum wage increases in 2022.

If the Provincial government has not announced an increase to the minimum wage for 2022 by March 1, 2022, then the wage increase in 2022 shall be 2%.

4. Pay increases in paragraphs 1 and 2 will be retroactive to June 1, 2021.

LETTER OF UNDERSTANDING # 1 – ARTICLE 1.03

This letter will confirm the parties' discussion and understanding regarding Article 1.03 of the Collective Agreement.

The general restriction against using non-bargaining unit employees to perform bargaining unit work, if doing so would directly result in the layoff of any employee or the cancellation of an employee's scheduled shift, shall not apply in the event of any government orders (such as shut-downs relating to COVID-19). In such case, while the Employer will endeavor to call in employees, it reserves the right to use non-bargaining unit employees identified in Article 1.03 while such government orders are in place.

LETTER OF UNDERSTANDING # 2 – COVID-19 RELIEF

In the event an employee tests positive for Covid-19 or any version of a virus which causes a government mandated isolation period, or has been directed by Public Health to isolate due to having come in contact with an individual who may have tested positive, the Employer will pay the employee 100% of their pay scheduled shifts for the time they are in isolation, to a maximum of 14 days.

For the purpose of clarity:

- Employees must first exhaust paid sick days and sick time, after which the Employer will pay any remaining balance;
- The above shall not apply to employees who choose to travel out of province for personal reasons.

AS TO ALL LETTERS OF UNDERSTANDING

Signed this 21st day of July, 2021.

FOR THE COMPANY



A. Markle



FOR THE UNION

