



COLLECTIVE AGREEMENT

2023 to 2025

Between

**BEREZAN LIQUOR STORE - HWY 33,
KELOWNA, BC**

And

**SERVICE EMPLOYEES' INTERNATIONAL
UNION (SEIU) LOCAL 2, BRANCH LOCAL 300**

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COLLECTIVE AGREEMENT

Between

500060 B.C LTD. (BEREZAN KELOWNA)

(hereinafter referred to as the "Employer")

- and -

**SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 2, BRANCH
LOCAL 300**

(hereinafter referred to as the "Union")

ARTICLE 1 PURPOSE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and the Employees, to provide an amicable method of settling differences and misunderstandings which might arise.
- 1.02 Where the masculine or singular pronoun is used herein, it shall mean and include the feminine or the plural pronoun where the context so requires.

ARTICLE 2 BARGAINING AGENCY AND RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for all Liquor Store Employees at 115 Roxby Rd 101, Kelowna, save and except office and clerical Employees, supervisors, and persons above rank of supervisor.
- 2.02 Only members in good standing of the SEIU Local 2- Branch Local 300 shall be employed in the Bargaining Unit.
- 2.03 Should the Union at any time be unable to furnish competent help when requested by the Employer, the Employer shall be permitted to hire other persons as long as such employment does not cause any layoff to the regular Union members.
- 2.04 No Employee shall be discriminated against or discharged for his/her activity as a Union member, or for serving on a Committee or doing any other work in the interest of the Union.
- 2.05 No Employee will be asked to make a written or verbal agreement and/or contract with the Employer inconsistent with, or at variance with the terms of this Agreement.
- 2.06 The Union recognizes of the Employer shall have the right to hire, manage, transfer, promote, demote, layoff, suspend or otherwise discipline or discharge an Employee for just cause, subject to the right of the Union to lodge a Grievance in a manner prescribed within this Collective Agreement.

ARTICLE 3 UNION DUES

3.01 Within five (5) days of signing this Agreement, all Employees shall become Union members as a condition of employment. All new Employees shall be required to become and remain members of the Union. All Employees covered by this Agreement shall pay Union dues as established by the Union.

3.02 Union Dues

- (a) All Employees will be required to sign an authorization for dues and assessment deduction. A copy of this authorization will be forwarded to the Union. The Union will notify the Employer of the amount of the established dues and applicable assessments to be deducted and will further notify the Employer thirty (30) days in advance of any change with respect to the amount of dues and assessments to be deducted. The Employer shall honour a written assignment of wages to the Union.
- (b) The Employer agrees to remit Union dues, fees and assessments by no later than the fifteenth day following the end of the month in which income was earned by the Employees. The Employer agrees to submit the following information with their remittance of Union dues:
 - (i) Employee Name
 - (ii) Work Location
 - (iii) Hourly wage
 - (iv) Hours worked
 - (v) Union Dues
 - (vi) Social Insurance number

With these remittances there will also be a list of new Employees hired during the month with the name and address of each new Employee and a list showing the name of the Employees who have been terminated or are now on annual vacation, sick leave, workers' compensation, leave of absence, and/or who have been laid off. All dues remittances and assessments will be shown on all T-4 slips.

- (c) Upon receiving written notification from the Union that an Employee has not complied with the foregoing the Employer shall terminate the Employee within seven (7) days of such notification.

3.02 The Employer shall provide the Union with the following information every six (6) months:

- (i) Classification
- (ii) Seniority
- (iii) Service with Employer
- (iv) Home address

- (v) Phone Numbers
- (vi) Email address

- 3.03 The Employer will indicate the amount of Union dues paid by Employees on their T-4 slips.
- 3.04 RETIREES - The Employer agrees to give notice by separate letter, to the Union, that the Employee has terminated their employment because of retirement. The covering letter shall indicate the Employee's name, current address, Social Insurance Number and retirement date.

ARTICLE 4 NO STRIKE, NO LOCKOUTS

- 4.01 In accordance with Section 57(1) and (2) of the British Columbia Labour Relations Code, the Union will not permit or encourage any strike, slowdown, or stoppage of work and the Employer will not lock out during the term of the Collective Agreement.

ARTICLE 5 UNION STEWARDS

- 5.01 The Employer recognizes the right of the Union to elect or appoint one or more Stewards.
- 5.02 A Steward will be granted reasonable paid time off during their shift to prepare and attend any meeting with a member regarding discipline or any meeting arising out of the grievance procedure in this agreement, provided they received approval from management.
- 5.03 The Employer acknowledges the right of the Union to appoint or elect up to two (2) Employees to serve as members of the negotiating committee.
- 5.04 The Union may request days off with two (2) weeks advance notice, without pay, for Stewards of the bargaining unit. The Employer will make every effort to grant such requests. This leave is over and above the time required to negotiate this Collective Agreement.
- 5.05 The Employer agrees with 72 hours notice that access to the worksite will be granted to Union Representatives.
- 5.06 The Employer will provide one time fifteen (15) minutes paid time for one Steward to orientate each new Employees and provide them with a copy of the Collective Agreement.
- 5.07 Bulletin Board
The Employer will provide the Union with a bulletin board for posting notices.

ARTICLE 6 DISCIPLINE

- 6.01 The Employer will not discipline or dismiss an Employee bound by this Agreement except for just and reasonable cause.

- 6.02 The Employee will have the right to have a Shop Steward present during any meeting which a written warning, suspension, or discharge is to be given to an Employee. If a shop steward is not available another Union member in good standing shall attend.
- 6.03 Copies of all written disciplinary notices issued to bargaining unit members shall be forwarded to the Union's Business Agent, within five (5) business days.
- 6.04 The Employer shall provide an electronic copy of an Employee's complete discipline history within two (2) business days of receipt of a written request from the Union.
- 6.05 Any discipline issued to an Employee will be void and removed from the Employee's file after a period of eighteen (18) months from the date of discipline.
- 6.06 The Employer cannot rely on any video surveillance for the purpose of monitoring employee work performance. The Employer will have the right to use video surveillance for purpose of deterring theft, monitoring the function and security of equipment, enhancing health and safety, and for active investigations.

ARTICLE 7 GRIEVANCE PROCEDURE

- 7.01 When there is a dispute regarding the interpretation, application, operation or alleged violation of this Agreement, the Union may advance a grievance in accordance with this procedure.
- 7.02 Procedure

Step 1

- (i) As an informal step, an Employee is encouraged to make an earnest effort to resolve the issue directly with the supervisor to whom the Employee reports. The Employee may choose to be accompanied by a Steward.
- (ii) This must occur within five (5) working days of the Employee finding out about the incident giving rise to the grievance. The supervisor must respond verbally to the grievance within five (5) working days after hearing the grievance.

Step 2

- (iii) If an Employee has been unable to resolve a difference informally at Step 1, the Employee will submit, or have submitted on their behalf and with their consent, a grievance in writing.
- (iv) Upon receipt of the grievance, the Employer shall provide a written response within five (5) days providing reasons for discipline issued and confirming or denying any factual assertions set out in the grievance.
- (v) Any policy, or group grievance advanced by the Union, or grievance relating to termination of an Employee will be commenced at this step.

- (vi) The Parties will meet to attempt to resolve the grievance within ten (10) working days of the filing of the grievance.

Step 3

- (vii) Failing satisfactory settlement at Step 2, the grievance shall be submitted to the Employer head office and a meeting to discuss the grievance shall be arranged between the grievor, Steward, Union Business Agent and Employer Representatives at a mutually agreed to time and date.
- (viii) A formal response will be issued by the Employer to the Union's Business Agent within five (5) working days of the above noted meeting.

7.03 Arbitration

- (a) If the Parties fail to settle a grievance at Step 3 of the Grievance Procedure, the grievance may be referred to arbitration.
- (b) If a party refuses or neglects to answer a grievance at any stage of the Grievance Procedure, the other party may refer the matter to arbitration.
- (c) The Arbitrator appointed will not have any jurisdiction or authority to alter, amend, or change any provision(s) of this Agreement, or to render any decision inconsistent with its terms.
- (d) The decision of the Arbitrator will be final and binding on the two Parties to the dispute and will be applied forthwith.
- (e) The Parties will equally bear the expense of the Arbitrator.

ARTICLE 8 PROBATIONARY PERIOD

- 8.01 All Employees shall serve as probationary Employees until they have completed ninety (90) calendar days. If they are retained when they have completed their probationary period, their names shall be placed on the appropriate seniority list and their seniority shall date back to their date of hire.
- 8.02 The Employer has the right to dismiss a probationary Employee where the probationary Employee is found to be unsuitable for continued employment, provided the decision is not made arbitrarily, discriminatorily, or in bad faith.
- 8.03 Probationary Employees being trained shall be considered supernumerary. Probationary Employees will be familiarized with available training manuals, product knowledge sheets, and basic cash register procedures.
- 8.04 The Employer will provide all new and existing Employees with adequate training throughout their employment.

ARTICLE 9 SENIORITY

- 9.01 Seniority shall be used in the application of bargaining unit, job posting, job placement, promotions, work assignments, layoff and recall from lay off.

9.02 There shall be one seniority list which includes all Employees. Seniority for the purpose of the list will be calculated and displayed by the Employee's start date with the Employer.

In cases of mutually agreed transfers between the Employer and Employee within the unionized Berezan Hospitality Group sites (including, but not limited to., 500 060 B.C Ltd. Berezan Kelowna, Sub Zero Liquor store #5 Inc. (Berezan LRS- Sullivan), Cedar Hills Investments Ltd (Berezan Liquor Store Wheelhouse), & Golden Spike Inn Ltd. Port Moody) an employee will maintain their original seniority date and continue to accrue seniority at their new work location and maintain all entitlements under the collective agreement.

9.03 Seniority List

A seniority list will be provided to the Union and posted at the worksite every six (6) months, on the first week of January and on the first week July of each year.

9.04 Loss of Seniority and Employment

An Employee will lose his/her seniority as of the end of the shift on the last day worked, and his or her employment will be deemed terminated in the event the Employee:

- (a) is discharged for just cause and not reinstated through the Grievance and Arbitration Procedure;
- (b) voluntarily resigns his/her employment or abandons his/her position;
- (c) is on layoff for more than one (1) year; or
- (d) upon recall from layoff, fails to return to work within thirty (30) days of recall.

9.05 Employees shall be responsible for notifying the Employer of any changes in address, phone number and email address.

ARTICLE 10 LAY-OFF AND RECALL

10.01 Where operational requirements create a need to reduce the workforce, employees will be laid off by classification and qualifications, in reverse order of seniority.

10.02 Where operational requirements create a need to reduce hours, employees will have hours reduced by classification and qualification in reverse order of seniority.

10.03 The Employer will provide the Union and affected Employees will be provided with a minimum of seven (7) days' notice of lay-off.

10.04 Recall

- (a) Employees will be recalled by classification and qualifications, in the order of seniority.
- (b) Recall notice will be given by telephone, email or, if no direct contact is made with the Employee, by registered mail to the Employee's last known address.

ARTICLE 11 VACANCIES

- 11.01 When a vacancy occurs, the vacant position will be posted at the worksite. Employees will have seven (7) working days from the date the vacancy is posted to make application for the vacancy.
- 11.02 Seniority and qualifications will be the determining factors when considering candidates to fill a job posting. Where these factors are equal, seniority shall be the determining factor.
- 11.03 All job postings shall contain the following:
 - (i) Required qualifications, if any
 - (ii) Shift
 - (iii) Hours of work
 - (iv) Date to take effect
 - (v) Whether permanent or temporary
 - (vi) Pay rate
- 11.04 Where the vacancy is not filled with an applicant from within the work location, the Employer shall communicate the posting to all persons on the lay-off recall list first by telephone or email and if unsuccessful by registered mail.

ARTICLE 12 TRAINING

- 12.01 Any mandatory courses required to be completed by Employees will be fully paid for by the Employer. Employees will also be paid for their regular wages for attending these mandatory courses. New hires will need to have Serving It Right certificate as condition of employment.

ARTICLE 13 WAGES

- 13.01 Employees will be paid biweekly. In the case that a pay day falls on a holiday, Employees will be paid on the previous business day prior to the Holiday. Pay stubs shall be delivered on or prior to pay day electronically. Pay stubs shall reflect the amount of vacation pay accumulated that pay period and the amount accumulated to date that year where relevant.
- 13.02 Payroll errors in excess to one hundred dollars (\$100.00) will be rectified by manual cheque no later than seventy- two (72) hours after Employer receives notice of the error.
- 13.03 Wage Schedule

Classification	June 1, 2023	June 1, 2024- 3.5%	June 1, 2025- 3.5%
Clerk Probationary	18.85	19.51	20.19

Clerk	19.25	19.92	20.62
Clerk (one year)	20.15	20.86	21.59
Clerk (three year)	21.00	21.74	22.50
Clerk (five year)	22.50	23.29	24.11
Lead Hand	20.75	21.48	22.23
Lead Hand (one year)	21.65	22.41	23.19
Lead Hand (three year)	22.50	23.28	24.10
Lead Hand (five year)	24.00	24.84	25.71

* It is understood that the Lead Hand shall not have any managerial responsibilities, including but not limited to, scheduling, hiring/firing, discipline, performance reviews or Employee evaluations.

Classification	June 1, 2023	June 1, 2024-3.5%	June 1, 2025-3.5%
Shipper/Receiver Probationary	19.35	20.02	20.72
Shipper/Receiver	19.75	20.44	21.16
Shipper/Receiver (one year)	20.65	21.37	22.12
Shipper/Receiver (three year)	21.50	22.25	23.03
Shipper/Receiver (five year)	23.00	23.81	24.64

Premium Pay

Trainer: Will receive fifty cents (\$0.50)/hour for the entire shift when training.

Scheduled Senior Lead Closer (Key Holder): Will receive an additional fifty cents (\$0.50)/hour for entire shift of closing shift.

First Aid: Will receive an additional fifty cents (\$0.50)/hour * in the event that an industrial First Aid Attendant is required by the Employer or WorkSafe BC legislation. * The Employer will cover the cost of training and wages. The Scheduled First Aid attendant will receive the Premium for the entire shift.

ARTICLE 14 PENSION

- 14.01 All Employees scheduled twenty-seven (27) hours a week or one hundred and eight (108) hours a month who have been employed with the Employer for six (6) months shall be eligible for Berezan (BC) pension plan.
- 14.02 The Employer will display all current Berezan (BC) pension plan details on ADP and Employee handbooks.

- 14.03 The Employer agrees to maintain or enhance the current Berezan (BC) pension plan.

ARTICLE 15 HEALTH AND WELFARE

- 15.01 The cost of Employee Extended Health, Medical and Dental plans shall be borne solely by the Employer.
- 15.02 All Employees scheduled twenty-four (24) hours a week or ninety-six (96) hours a month who have passed their probationary period shall be provided extended health benefits, as set out in the Berezan (BC) Employees Benefits Handbook dated October 1, 2022.
- 15.03 The Employer shall provide the same or better benefits coverage as articulated in the Berezan (BC) Employee Benefits Handbook.

ARTICLE 16 SCHEDULING

16.01 Scheduling Principles

- a) For the purpose of scheduling, each calendar year will be divided into Three periods, January to April, May to August, September to December. All employees shall be required to complete a Scheduling Availability Form documenting their availability for scheduling for each period.
- b) Employees hired during any of the above periods, shall complete the Scheduling Availability Form and if approved, their availability will remain for the balance of the period in which they were hired. The Employer shall only schedule the Employee to work during their stated availability for the duration of the period and shall not schedule the Employee on days where they have stated they are not available.
- c) The availability registered on the Scheduling Availability Form, shall remain in force during the period and remain in force until replaced by another Scheduling Availability Form.
- d) Any changes to an Employee's Scheduling Availability Form must be mutually agreed to by the Employee and Employer.
- e) Any employee who fails to file a new Scheduling Availability form for the next period shall be assumed to have registered the preferences they selected for the previous four-month period. Three weeks in advance of the new period, the Employer will provide employees with a new Scheduling Availability Form to register their availability for the next period. The new Form will be due two (2) weeks in advance of issuing the schedule for the first week of the next period.

16.02 Exchanging Shifts

An employee, having reached agreement with another employee, may ask for permission from the Employer to exchange shifts with that other employee. The Employer shall approve an agreed upon exchange of shifts provided the employee

submits their request at least twenty-four (24) hours prior to the commencement of the shift subject to the change.

ARTICLE 17 HOURS OF WORK AND OVERTIME

17.01 When any Employee is required to report to work, they shall be paid a minimum of four (4) hours at their regular rate of pay if there is no work available or if there is less than four (4) hours of work available.

The Employer may bring in Employees minimum of two (2) hours at their regular rate of pay for quarterly staff meetings.

17.02 The Employer will endeavor to create and maintain full-time positions.

17.03 Meal Periods and Breaks

- (a) An Employee working a shift of more than five (5) hours will be entitled to a paid thirty (30) minutes break.
- (b) An Employee working a shift of less than five (5) hours will be entitled to one paid fifteen (15) minute break.

17.04 Overtime

- (a) All Employees will be paid an overtime rate of one and a half (1 ½) the hourly rate for shifts exceeding eight (8) hours but not exceeding (12) hours. Double straight time rates will be paid for hours worked in excess of twelve (12) hours per day.
- (b) All hours worked beyond forty (40) in one week shall be paid at one and a half (1 ½) the hourly rate.
- (c) In event it is necessary to work overtime, the Employer shall, wherever possible, provide four (4) hours' notice of such overtime.
- (d) Scheduled overtime will be allocated on the basis of seniority by classification. However, the Employer reserves the right to assign any unscheduled overtime that arises on any given workday to Employees already performing the work to which the overtime relates.
- (e) All work performed by an Employee in excess of said Employee's scheduled shift will be authorized by management.
- (f) The Employer will not reschedule any Employee for the purpose of avoiding overtime pay.

17.05

- (a) The parties agree that bargaining unit Employees employed on the date of ratification of this Collective Agreement will suffer no reduction of wages, for the life of this Agreement.
- (b) The Employer shall give the Employee five (5) working days' notice of a change of Schedule, except in a case of an emergency.
- (c) A minimum of three (3) employees will be scheduled to work during all hours that the location is open to the public.

- (d) The Employer shall endeavor to maintain an adequate workforce so that any employee will not be required to perform more than a fair day's work.

ARTICLE 18 HOLIDAYS AND SICK DAYS

18.01 The recognized General Holidays with pay for this Agreement shall be:

New Year's Day	Family Day
Good Friday	Canada Day
Victoria Day	Labour Day
BC Day	Truth and Reconciliation Day
Thanksgiving Day	Christmas Day
Remembrance Day	

and all other holidays as may be declared by the Provincial government.

Eligible employees who are not assigned to duty on a Holiday named above will be paid their average regular pay for the day.

- 18.02 Employees must have worked twelve (12) shifts in the preceding thirty (30) calendar days in order to receive General Holiday pay as articulated in Article 18.01.
- 18.03 Employees who are required to work on any of the Holidays specified in 18.01 above shall be paid at the rate of one and one-half times (1 1/2) their regular rate of pay for all hours worked and will also additionally receive General Holiday pay as articulated in Article 18.01.
- 18.04 Sick Days.
Upon completion of probation Employees shall be entitled to five (5) paid sick days per contract year.

ARTICLE 19 VACATION

- 19.01 Upon being hired, Employees will be paid vacation pay of four percent of their gross wages.
- 19.02 Upon completion of twelve (12) months of employment, each Employee shall be entitled to a vacation of two (2) weeks. The amount of pay for such vacation shall be four (4%) percent of the gross wages of the Employee in the previous twelve (12) months of employment.
- 19.03 For the purpose of calculating vacation entitlement and pay, the vacation year shall be the Employee's Anniversary date.
- 19.04 Employees who have completed five (5) years of employment with the Employer shall be entitled to three (3) weeks' vacation with pay at six (6%) percent of gross wages.
- 19.05 Employees who have completed eight (8) years of employment with the Employer shall be entitled to four (4) weeks' vacation with pay at eight (8%) percent of gross wages.

- 19.06 Employees shall receive written or electronic confirmation from the Employer that their holidays have been approved. This confirmation shall be presented to the Employee within ten (10) days of the Employer receiving the Employee's request.
- 19.07 Vacation pay will be paid to each Employee at the end of every pay period or Employees may elect to bank their vacation pay and be paid when they take their vacation, their choice to accrue or not must take place at the beginning of each year. Any vacation accrual that has not been collected by last pay period of each year will automatically be paid out.

ARTICLE 20 LEAVE OF ABSENCE

20.01 Leave for Union Business

Upon receipt of advance two (2) week written notice from the Union, the Employer shall grant unpaid leave of absence to Employees who have Union business. When an Employee is booked off by the Union on Union business, the Employer shall continue to pay their wage rate and benefits, and the Union will reimburse the Employer for the cost of wages and benefits paid to the Employee during the leave for Union business, within 30 days upon receipt of an invoice.

20.02 Pregnancy / Parental Leave

Leave will be granted in accordance with the British Columbia *Employment Standards Act*. The terms of this Agreement will continue to apply during the period of the leave.

20.03 Bereavement Leave

Employees will be granted three (3) days of paid bereavement leave, Employees working less than twenty-seven (27) hours will be granted one and half (1.5) days of bereavement leave in the event of the death of the following family members: mother, father, spouse (including common law spouse), child, sister, brother, grandparent, grandchild, mother in-law, father in-law, brother in-law, sister in-law, son in-law, daughter in-law, step-parent, step-child, grandchild or any other relative living in the same residence as the Employee as a member of the Employee's family.

20.04 Leaves

Under no circumstances will an Employee be denied leave to which they are entitled under the British Columbia *Employment Standards Act*.

- 20.05 The Employer shall provide coverage for Employees who are away from work where at least one week notice is given.

ARTICLE 21 UNIFORMS

- 21.01 Full-time employees will be provided with three (3) company aprons and part-time employees will be provided with two (2) company aprons. Aprons will be replaced as needed.

ARTICLE 22 SAFETY

- 22.01 The Union and the Employer agree that the *Workers' Compensation Act* and all regulations therein will be fully complied with.
- 22.02 WCB day of Injury
- An Employee injured on the job shall suffer no loss of wages or benefits for the day of injury.
- 22.03 The Parties agree to maintain the highest standard of safety, health, sanitation, and working conditions throughout the Employer's operations.
- 22.04 All Employees have the right to a safe and healthy workplace, which includes the right to refuse unsafe work. All unsafe working conditions and/or equipment will be reported to the Employer immediately.
- 22.05 The Employer shall supply required P.P.E. for those Employees who need such protection in the course of their job duties.
- 22.06 The Employer will provide a Joint Health and Safety Committee (JHSC) that shall meet monthly. There shall be equal representation of both parties.

The JHSC shall be made up of one (1) worker rep and one (1) management rep. The worker reps will consist of one (1) permanent and one (1) alternate member. Alternates are in place to substitute for permanent members in situations where, a permanent member of the JHSC is unable to attend a meeting due to vacation or shift schedule, however, it is understood that the permanent member will make every attempt possible to attend the meetings to maintain consistency of the JHSC. Attendance is essential at JHSC meetings. Meeting dates and times are set out for the year to provide as much notice as possible so that members of the JHSC can ensure their availability. The Employer will make every attempt possible to ensure that JHSC members that are on shift will be made available for JHSC meetings. Employees requested to attend JHSC meetings outside their scheduled shift shall be paid at straight time rates for a minimum of one (1) hour, or the duration of the meeting if longer than one (1) hour.

ARTICLE 23 CONTRACTING OUT

- 23.01 The Employer shall not contract out any bargaining unit work.
- 23.02 Management, or other employees outside of bargaining unit, shall not perform bargaining unit work.
- Managers may assist employees when required, however this shall not result in any lay off or reduction of hours for bargaining unit members.

ARTICLE 24 DISCRIMINATION AND HARASSMENT

- 24.01 The Employer and the Union subscribe to the principles of the British Columbia *Human Rights Code*.
- 24.02 The Employer and the Union recognize the right of Employees to work in an environment free from harassment. The Parties agree to foster and promote such an environment.

- 24.03 Harassment is defined as deliberate actions, toward an individual or individuals that ought reasonably to be known to be unwelcomed by the recipient and which serve no legitimate work-related purpose, on any of the prohibited grounds of discrimination under the British Columbia Human Rights Code including: indigenous identity, age, race, gender identity, sex, sexual orientation, national or ethnic origin, colour, religion, disability, marital status, family status, political beliefs or conviction for a criminal or summary offence unrelated to employment.
- 24.04 The Parties agree that all complaints will be investigated and that substantiated cases of harassment may be cause for discipline, up to and including dismissal.
- 24.05 Protection against harassment extends to incidents occurring at or away from the workplace, during or outside working hours, provided the acts are committed within the course or arising out of the employment relationship.

ARTICLE 25 GENERAL & MISCELLANEOUS ENTITLEMENTS

- 25.01 All present amenities now enjoyed by the Employees shall be kept in effect.

Current Amenities:

1. 5 years \$500- & 10-year \$1000 service award
2. Annual Christmas bonus
3. \$100 working Christmas day bonus
4. Microwave
5. Kettle
6. Speakers for music
7. Chairs
8. Mini fridge
9. Staff desk
10. Storage lockers

- 25.02 **Employee Discount**

Each Employee will be eligible for an Employee Discount of 20% off regular priced products.

- 25.03 **Tip Pool**

All tips, paid by cash, debit, credit and/or any other method, received at a work location shall be evenly divided amongst bargaining unit members from that location. Bargaining unit members will elect a tip committee to oversee disbursement of tips.

- 25.04 The Employer and Union shall equally pay the cost of printing this Agreement for every employee.

ARTICLE 26 ADJUSTMENT, RETRAINING AND SEVERANCE PAY

26.01 If the Employer introduced or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment to any number of Employees to whom the Collective Agreement applies;

- a) The Employer shall give notice to the Union at least forty-five (45) days before the date on which the measure, practice, policy or change is to be effected, and
- b) After notice has been given, the Employer and the Union shall meet, in good faith, and endeavor to develop an adjustment plan, which may include provisions respecting any of the following:
 - i) Consideration of alternatives to the proposed measure, policy, practice or change including amendment of provisions in the Collective Agreement;
 - ii) Notice of termination;
 - iii) Severance pay;
 - iv) A bipartite process for overseeing the implementation of the adjustment plan.

26.02 Employees whose jobs are eliminated as the result of a measure, policy, practice or change shall be eligible:

- a) To bid for alternative employment within the store, subject to the job posting, job training and seniority provisions of the Collective Agreement; or
- b) For severance pay in accordance with Article 26.01a).

26.03 Employees permanently laid off for lack of work, technological improvements, or changes in production methods or processes, including the method of shipping, receiving or handling of materials or products, the closing of a department or plant or part of a department are entitled to a severance allowance in accordance with the following conditions. A permanent layoff within the meaning of this Article is a layoff that is expected to last for a period of at least twelve (12) months.

Severance payments shall not be made:

- a) To Employees who are discharged for just cause.
- b) To Employees who voluntarily resign.
- c) To Employees who are retiring.
- d) Severance pay shall be paid as outlined in the following table:

Seniority	Days of Pay
1 but less than 2 years	10 days
2 but less than 3 years	10 days

3 but less than 4 years	15 days
4 but less than 5 years	20 days
5 but less than 6 years	25 days
6 but less than 7 years	30 days
7 but less than 8 years	35 days
8 years or more	40 days

ARTICLE 27 DURATION

27.01 This Agreement is effective from June 1, 2023 and shall continue in effect through May 31, 2025.

Signed in the Province of British Columbia, this 4th day of July, 2023.

For the Union

For the Employer

Raj Dhaliwal_____

Troy Bilodeau_____

John Locke_____

Milo Buckingham_____

Cody Dilullo_____

Ralph Berezan_____