COLLECTIVE AGREEMENT

Between

GORDO's LIQUOR STORE

- and -

Service Employees International Union, Local 2

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AGREEMENT

Between

GORDO'S LIQUOR STORE

(hereinafter singularly referred to as the "Company" or 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.

ARTICLE 2 RECOGNITION - MANAGEMENT RIGHTS

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees at Gordo's Liquor Store at 101 - 1660 McKenzie Avenue, Saanich, BC, within the certification excluding the position of store manager and assistant managers.

2.02 Only members in good standing of the SEIU Local 2- Branch Local 300 shall be employed in the Bargaining Unit, upon completion of their probation period.

2.03 No employee shall be discriminated against or discharged for their activity as a Union member, or for serving on a committee.

2.04 The Union acknowledges that the Employer has the sole and exclusive right to supervise, manage and control the Company's operations, except as expressly limited in writing by this Collective Agreement. Without limiting the generality of the foregoing, this includes the right to hire, manage, schedule, transfer, promote, demote, layoff, suspend or otherwise discipline an Employee for 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 (5) five 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.

3.02 It shall be a condition of employment commencing in the month following the month of hire, that all employees of the Employer covered by this Agreement, shall pay Union dues as established by the Union.

3.03 Union Dues

(a) All Employees will be required to sign an authorization for dues 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 to be deducted and will further notify the Employer thirty (30) days in advance of any change with respect to the amount of dues to be deducted. The Company shall honour a written assignment of wages to the Union.

(b) The Employer agrees to remit Union dues 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) Home Address
(iii) Phone Numbers
(iv) Work Location
(v) Hourly wage
(vi) Hours worked
(vii) Union Dues

3.04 The Employer will indicate the amount of Union dues paid by employees on their T-4 slips.

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, concerted activity designed to restrict production 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 up to two (2) stewards. If there is insufficient interest demonstrated by the employee group or there is a steward vacancy outside of the Union election cycle, the Union may appoint steward(s).

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 elect one employee to serve as a member of the negotiating committee.

5.04 With forty-eight (48) hours written notice, access to the worksite will not be unreasonably denied to Union Representatives. These visits cannot interfere with customer service or employee performance of their duties.

5.05 The Employer will provide fifteen (15) minutes paid time for one Steward to orientate any new employees and provide them with a copy of the Collective Agreement.

5.06 Bulletin Board

The Union will supply a bulletin board for posting Union notices at a mutually agreed location. Material other than Union notices may be posted by mutual agreement of the Union and designated management.

ARTICLE 6 DISCIPLINE

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

6.02 Upon request, when available and permitted by the business, the Employer will make efforts to ensure that a Steward is present during any meeting which a written warning, suspension, or discharge is to be given to an employee.

6.03 Copies of all written disciplinary notices issued to bargaining unit members shall be given to the shop steward and forwarded to the Union.

6.04 Any discipline issued to an Employee will be void and removed from the Employee's file after a period of twenty-four (24) months from the date of discipline if there was no further discipline on file. All discipline removed pursuant to this section shall not be relied upon in any manner for progressive discipline or at arbitration.

ARTICLE 7 GRIEVANCE PROCEDURE

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

7.02 Procedure

<u>Step 1</u>

(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 arise to the grievance. The supervisor must respond verbally to the grievance within five (5) working days after hearing the grievance.

<u>Step 2</u>

(i) 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.

(ii) Upon receipt of the grievance, the Employer shall provide a written response within ten (10) days providing reasons for discipline issued and confirming or denying any factual assertions set out in the grievance.

(iii) Any policy, or group grievance advanced by the Union, or grievance relating to termination of an Employee will be commenced at this step.

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

<u>Step 3</u>

(i) Failing satisfactory settlement at Step 2, the grievance shall be submitted to HIR and the Employer and a meeting to discuss the grievance shall be arranged between the grievor, Steward, Union Representative and Employer Representative at a mutually agreed to time and date.

(ii) A formal response will be issued by the Employer to the Union's Business Agent within ten (10) 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 Parties will equally bear the expense of the Arbitrator.

ARTICLE 8 PROBATIONARY PERIOD

8.01 New employees shall be on probation for 480 hours worked. Upon successful completion of the probationary period, employees shall be placed on the seniority list and their seniority shall become their original date of hire.

8.02 New employees will be familiarized with available training manuals, product knowledge sheets, and basic cash register procedures.

ARTICLE 9 SENIORITY

9.01 Seniority List

A seniority list setting out employee names and hours worked will be provided to the Union and posted at the worksite every six (6) months, once in the first quarter and once in the third quarter.

9.02 Loss of Seniority and Employment

An Employee will lose their seniority as of the end of the shift on the last day worked, and their employment will be terminated in the event the Employee:

(a) is discharged for just cause;

(b) voluntarily resigns employment;

(c) is absent without leave for three (3) consecutive scheduled shifts;

(d) is on layoff for more than 18 weeks; or

(e) upon recall from layoff, fails to return to work within seven (7) days of recall.

9.03 Employees shall be responsible for notifying the Company of any changes in address and phone number.

ARTICLE 10 LAY-OFF AND RECALL

10.01 A layoff is defined as a period of more than two weeks where an employee is not scheduled to work when available to work. In those circumstances, employees will be laid in reverse order of seniority.

10.02 The Employer will provide the Union and affected Employees with notice of layoff or pay in lieu of notice in accordance with the *Employment Standards Act*.

10.03 Recall

(a) Employees will be recalled in the order of seniority.

(b) Recall notice will be by telephone, if no direct contact is made with the Employee, by verifiable electronic communication.

ARTICLE 11 TRAINING

11.01 Any registration fees associated with Serving it Right or first aid courses required by the Employer as a condition of employment will be paid by the Employer. The manager or their designate must pre-approve any courses before registration.

ARTICLE 12 WAGES

12.01 Corrections to payroll errors shall be done no later than the next pay period. Employees who were underpaid shall receive funds no later than the next pay period. Payroll errors in excess of one-hundred dollars ($100) will be rectified by manual cheque or e-transfer no later than seventy-two (72) hours after notice of error.

12.02 Wage Schedule

	Sunday Following Ratification	Closest Sunday to 1st Anniversary (2026)	Closest Sunday to 2nd Anniversary (2027)
Retail Clerk		2%	2%
0-3 years	$20.00	$20.40	$20.81
3 - 5 years	$20.50	$20.91	$21.33
5+ years	$21.00	$21.42	$21.85

Clerk in Charge/ Keyholder: At management's sole discretion, an employee may be designated as the Keyholder when the Liquor Store Manager or Liquor Store Assistant Manager is not on shift. A premium of $0.50 per hour will be paid for all hours designated as keyholder.

Tips:

No later than two weeks after ratification, the Employer will provide a professional appearing tip jar. All cash tips received will be distributed amongst bargaining unit members no less than daily. Bargaining unit employees will elect a tip committee to oversee disbursement of tips.

Signing bonus of $600.00 for all current and active Employees with six months or more of continuous service at the date of ratification. All other current and active employees will receive a $100.00 signing bonus.

ARTICLE 13 HEALTH AND WELFARE

13.01 All Employees who have completed their probationary period and work a minimum of ninety-six (96) hours on a monthly basis shall be eligible for the Benefit Program, as set out in the Employee Benefits Plan handbook, subject to completing the necessary applications for enrolment.

13.02 If at any time following an employee's qualification for benefits, that employee's average monthly hours worked drops below 96 hours per month, benefits will cease until re-establishment pursuant to (14.01) above.

13.03 All employees hired after May 1, 2025 will have a benefits cost sharing of 50% Employer / 50% Employee.

ARTICLE 14 SCHEDULING

14.01 Employees are scheduled in accordance with their availability and perform a variety of jobs required by the operational needs of the business.

14.02 Shift exchanges will be permitted in the following circumstances: An employee must have permission from a manager or their designate before approaching another employee for shift exchange, and once an exchange is tentatively arranged, it must be approved by a manager or their designate.

14.03 Shifts are allocated, reviewed, and adjusted by the store Manager or Assist Store Manager to ensure efficient and adequate coverage for operational needs.

14.04 A week's schedule plus one additional week will be posted.

ARTICLE 15 HOURS OF WORK AND OVERTIME

15.01 The Employer will follow the minimum daily hours provisions of the *Employment Standards Act.*

15.02 Employees shall accurately record their own time worked including the time they start and finish work means by clock provided by the Employer.

15.03 If an employee incorrectly punch's in or out, the employee must make a notation on the daily Exception Log and sign the log. Their punches will be adjusted at the end of the week when payroll is completed.

15.04 Subject to the employer's rounding rules and notwithstanding anything to the contrary in the Collective agreement, the Employer will apply a five (5) minute leeway on either side of the shift start and end punches on the timeclock. This leeway applies to how the shift is paid and not determining if the employee is tardy.

15.05 If for some reason an employee is unable to punch in or out at the timeclock, they must contact the Store Manager or Assistant Store Manager for an over-ride.

15.06 Meal Periods and Breaks –

Employees working a shift of five (5) or more hours will be allowed a 30-minute meal break, normally taken around the middle of their shift when operationally feasible. Employees that take their meal break in the store and are available for work if operationally required will have their meal break with pay. Employees that wish to leave the store for their meal break shall give reasonable prior notice to management and will have ten (10) minutes to get their food and return to the liquor store.

15.07 Overtime

(a) Employees are paid time-and-a-half for any time worked over eight hours in a day, up to 12 hours. Employees are paid double time for any time worked over 12 hours during a day.

(b) All overtime must be authorized by the Store Manager or their designate.

(c) It is agreed that in the event it is necessary to work overtime, Employees who are working and are capable of doing the work required will, in order of their seniority, be asked first to perform such overtime work.

15.08

(a) The Employer will provide five working days notice of changes to the schedule to Employees who have maintained a consistent and reoccurring schedule for six months or more. This notice requirement does not apply to changes involving overtime or mutually agreed changes.

(b) A minimum of two (2) Retail Store Employees, inclusive of a manager, will be scheduled to work in the retail Store operations during all hours that the Retail Store is open to the public.

ARTICLE 16 HOLIDAYS AND PERSONAL DAYS

16.01 The recognized holidays with pay for this Agreement shall be:

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

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

Payment and eligibility for statutory holidays will be determined pursuant to the Employment Standards Act. Eligible employees will be paid an average day's pay for a scheduled day off that falls on a statutory holiday.

16.02 Statutory holiday hours will be counted as hours worked for the purposes of calculating overtime.

16.03 **Sick Days/ Personal Days**

The Employer agrees to comply with the *Employment Standards Act* with regards to sick days. If the sick pay legislation is repealed, the Parties will meet to find a way to best implement five paid sick days.

ARTICLE 17 VACATION

17.01 Employees will be granted vacation time and earn vacation pay as follows:

Years of Continuous Service	Vacation Time	Vacation Pay
Start of employment but less than 4 years	2 weeks	4%
4 years or more	3 weeks	6%

17.02 For the purpose of calculating vacation entitlement and pay, the vacation year shall be the Employee's Anniversary date.

17.03 Vacation pay shall be a separate line item.

17.04 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 five (5) days of the Employer receiving the Employee's request.

17.05 Vacation pay will be paid to each Employee at the end of each 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.

ARTICLE 18 LEAVE OF ABSENCE

18.01 Leave for Union Business

Upon receipt of three (3) week's advance written notice from the Union and subject to needs of the business, the Employer shall grant unpaid leave of absence to employees who have union business. If three (3) weeks notice is not possible, and the business allows it, requests for union leave with less than three (3) weeks notice will not be unreasonably denied.

18.02 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.

18.03 Bereavement Leave

Employees will be granted up to three (3) days of paid bereavement leave in the event of the death of the following family members: mother, father, 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 another relative living in the same residence as the Employee as a member of the Employee's family.

18.04 Leaves

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

ARTICLE 19 SAFETY

19.01 The Union and the Employer agree that the *Workers' Compensation Act* and all regulations thereto will be fully complied with.

19.02 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.

19.03 The Employer will formulate sharp materials disposal protocols and provide no cut gloves.

19.04 The store will have a joint health and safety committee which meets on a regular basis to review safety performance and ensure safety compliance. The committee is made up of equal number of bargaining unit and management members and the committee members names will be posted in the store. In addition to the manager, employees may raise any health and safety concerns with a member of the joint health and safety committee.

ARTICLE 20 CONTRACTING OUT

20.01 No employee shall be laid off as a result of contracting out.

20.02 Managers may perform bargaining unit work from time-to-time provided that this does not result in any layoffs.

ARTICLE 21 DISCRIMINATION AND HARASSMENT

21.01 The Employer and the Union are committed to a safe, healthy, and respectful workplace. The Employer will have a bullying and harassment policy consistent with provincial regulations which will be amended as required.

ARTICLE 22 GENERAL

22.01 The Employer will provide at least 60 days notice to the Union of any changes to employee amenities and uniforms.

22.02 Employee Discount

Employees who have completed their probationary period will be eligible for an Employee Discount of 10% off regular priced products (to a maximum of cost). The Employee Discount is only for the Employee's use and is not to be shared in any way.

ARTICLE 23 DURATION

23.01 This Agreement is effective from ratification and shall continue in effect through the end of the month three years after ratification.

28 August 2025 | 11:26 AM PDT 28 August 2025 | 11:26 AM PDT

SIGNED AND DATED this __________ day of ____________, 2025

For the Union:

Signed by:
Dallis Van Steinburg
1F70A284282E498...

Dallis Van Steinburg, Union Representative

Signed by:
Misha Sitek
20F58D1CACDB4B2...

Misha Sitek, Steward

For the Employer

Signed by:
01687A9EF3B84A7...

Steve Dowsley, Owner, Gordo's Liquor Store

Kevin Woolliams, Hospitality Industrial Relations