RETAIL WHOLESALE UNION

AGREEMENT

BETWEEN

RETAIL WHOLESALE UNION LOCAL 580

-AND-

MEC MOUNTAIN EQUIPMENT COMPANY LTD.

Duration of Agreement

From: June 1, 2020

To: May 31, 2027

-2-

Welcome to the Retail Wholesale Union

Greetings:

Welcome to a Union that is dedicated on your behalf so you will find, success, security, and satisfaction at your work. This Union believes very strongly in the dignity of each member. We understand to gain your loyalty and respect we must earn it.

We are proud of our history and accomplishments. This Union has faced many battles for its survival over the years. Unionism is not a heritage. It's what should be considered a worker privilege, fought for and continually protected by working men and women, for working men and women

Union members should never serve their personal needs by sacrificing the welfare of others.

It is very important to remember that there are advantages, disadvantages and two sides to every problem. You must always consider the long-range point of view. Ignore the temptation of letting the future take care of itself. Guide yourself by remembering that the Union must continue serving long after we are gone.

This does not mean a Union member should be reluctant to make demands of the management. It does mean however, that demands should be well founded and just.

If you are a long-term member of the Retail Wholesale Union lend a helping hand to new members. Talk about the Retail Wholesale Union proudly and urge new members to be impersonal. Never treat anyone indifferently. Everyone, expert or beginner, should be treated with personal dignity and respect. **Real Union members are helpful and easy to talk to. They never forget they were once beginners.**

We hope that you continue to have faith in yourself, your co-workers and your Union.

-3-SPECIAL NOTE

- Read your Agreement carefully. Ask the Union or its committee for clarification if needed.
- 2) Carry an Agreement with you at all times.
- 3) Keep all paperwork issued by the company.
- 4) Check pay stubs carefully for accuracy. Keep them for future reference.
- 5) Submit payroll complaints in writing. Make sure they are dated and signed. Include days, hours of work (shifts) and department worked in the last pay period. Always keep a copy for your own records
- Do not accept working conditions, hours of work, shift schedules or rates of pay other than outlined in this agreement.

Notify the Union immediately if you:

- Are injured on the job.
- Are having difficulty obtaining short-term or long-term disability insurance payments.
- Have questions regarding eligibility or coverage under your health and welfare plan.
- Change your address or phone number.
- Change employers.

Remember you are responsible for:

 Keeping your Union dues up to date when you are off work for an extended period of time. You must make arrangements to pay dues directly to the Union office.

If you need to contact the Union office:

- Our address is #203 129 Columbia Street East, New Westminster, B.C., V3L 3V7
- Our phone number is: <u>604-777-2991</u>
- Our fax number is: <u>604-777-2465</u>
- Our toll-free number outside the lower mainland is: $\underline{1}$ 877 798 6466
- Our web page address is <u>www.rwunion.com</u>.

What your Union does for you:

- Negotiates and enforces the collective agreement.
- Settles your grievances.
- Organizes new shops to ensure strength in community.
- Prepares necessary paperwork, insurances, etc.
- Keeps you informed; holds monthly meeting. Post monthly general meeting notices in shops. Discloses all monies coming in and going out of the Union.
- Supports fair Labour Legislation.
- Furnishes legal protection when needed.
- Acts in your interest with the community as well as the management.

-5-Where do your dues go?

- Rent, administration supplies, and equipment.
- Affiliation fees.
- Salaries and expenses for Full Time Representatives.
- Salaries for support administration, and pension administration staff.
- Printing, postage, and educational materials.
- Labour Board and Arbitration expenses.
- Other legal expenses.
- Cost incurred in Labour disputes.
- Organizing expenses and negotiating expenses.
- Expenses for continuing education for members.

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Mountain Equipment 2020-2027		
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BETWEEN:

MEC MOUNTAIN EQUIPMENT COMPANY LTD.

13340-76th Avenue, Surrey, B.C.

(hereinafter called the "Company" or "MEC")

OF THE FIRST PART;

AND

RETAIL WHOLESALE UNION LOCAL 580

(hereinafter called the "Union")

OF THE SECOND PART;

WITNESSETH:

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve the industrial and economic relationship between the employees and the Company and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto, the parties agree as follows:

ARTICLE 1 - DEFINITION

Section 1. The term "employee" as used in this Agreement includes all employees of the Company except those employees excluded in the Certification issued by the Industrial Relations Council of British Columbia on December 1st, 1989.

Section 2. The masculine pronoun shall include the feminine / they / them and the singular shall include the plural and vice versa.

ARTICLE 2 - UNION RECOGNITION

Section 1. The Company recognizes the Union as the sole and exclusive bargaining agent for the employees as defined in Article 1 during the term of this Agreement and agrees to negotiate with a Committee, selected by the Union, looking toward a peaceful and amicable settlement of any differences that may arise between the Company and the Union.

Section 2.

- (a) There shall be no discrimination against any member of the Union because of legal Union activities. Elected Representatives of the Union shall have reasonable access to all employees for the lawful transaction of Union business.
- (b) Provided such action shall not adversely affect or hinder the workflow of the Company's operation, Shop Stewards shall have reasonable access to all areas of the Company's work places for the purpose of carrying on Union business. Shop Stewards will inform the respective area supervisor when embarking on such undertakings.

Section 3. The Company shall provide a reasonable number of bulletin boards, the location of which shall be agreed upon by the Grievance Committee and the Company for the purpose of posting notices, copies of this Agreement and official papers. All such material may be posted on the Union Bulletin Board only upon the authority of the Grievance Committee.

ARTICLE 3 - UNION SECURITY

Section 1.

- (a) This agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof, which is covered by this Agreement, is sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership or bankruptcy proceedings, or another Limited Company is set up to perform any of the functions previously performed by the Company covered herein, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- (b) The Company shall not require as a condition of continued employment that an employee purchase or assume proprietary interest or other obligation in the business.
- (c) If at any time, the Company intends to sell, transfer or lease the entire operation, or any part thereof, it shall give notice of the existence of this Agreement to any purchaser, transferee, lessee, assignee, etc., of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy to the Union not later than the effective date of sale.

Section 2.

(a) All employees now members of the Union shall as a condition of employment remain members of the Union.

All employees presently employed by the Company who are not members of the Union shall become and remain members of the Union. All new employees shall become and remain members of the Union. All employees shall pay dues.

(b) In the event that a person not a member of the Union shall be taken into employment by the Company, such person shall join the Union upon the completion of thirty (30) working days of employment or be replaced and all such employees shall be added to the check-off list forthwith.

Section 3.

- (a) The Company agrees to make payroll deductions per the first and second pay periods of each month from the last pay of each month of all employees covered by the Agreement, of the dues, initiation fees and assessments of the Union and forward the amount so deducted along with an itemized statement of the same to the acting secretary of the Union within fourteen (14) days after the last pay of each month deductions and names in alphabetical order on forms supplied by the Union, providing an explanation for each employee for whom deductions were not made, i.e.
 - 1. Employee Laid off
 - 2. Retired
 - 3. Deceased
 - 4. Voluntary termination
 - 5. Discharged
 - 6. Change of address and telephone number

The Union will inform the Company what rate of regular wages is to be deducted from payroll, at the beginning of each year, and MEC will implement any change starting in the month immediately following such notification by the Union.

(b) The Company agrees that all present and future employees within the Bargaining Unit shall, as a condition of employment, sign authorization forms implementing the provisions of Section 2. and/or 3. (a).

Section 4.

- (a) No employee of the Company who is not a member of the bargaining unit will be allowed to perform work normally performed by members of the bargaining unit, except for instruction, training or in instances where special skills, expertise or experience are required, or as otherwise mutually agreed by the management and the Grievance Committee.
- (b) Jobs presently being performed by employees in the Bargaining Unit shall not be contracted out where such contracting out would result in the reduction of the work force unless otherwise mutually agreed between the Company and the Union.
- (c) An employee within the scope of the Bargaining Unit who accepts employment with the Company outside of the Bargaining Unit shall not be permitted to return to the Bargaining Unit.
- **Section 5.** The Company agrees not to enter into any agreement or contract with the employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, or any statute of the Province of British Columbia or Canada. Any such agreement will be null and void.

ARTICLE 4 - MANAGEMENT

- **Section 1.** The Management of the Company and the direction of the working force including the right to plan, direct and control the Company operations to maintain order, discipline and efficiency of the employees and to require employees to observe Company rules and regulations; to hire; lay-off; or relieve employees from duties; to promote and transfer subject to the provisions of Article 7 Seniority; suspend; and discharge employees for cause, are to be the sole right and function of the Company.
- **Section 2.** Management shall have the sole right to demote for proper cause. Demotions for other reasons shall be subject to the same principles as used for promotions and transfer in Article 7.
- **Section 3.** The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically covered in this Agreement.
- **Section 4.** The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Union.

ARTICLE 5 - HOURS OF WORK

- **Section 1.** The standard work day for full time employees shall consist of eight (8) hours and the standard work week shall consist of forty (40) hours composed of five (5) consecutive work days. By mutual agreement employees may be scheduled 4 days 10 hour shifts operations permitting.
- (a) Employees called in for work and receiving less than four (4) hours work shall be paid for four (4) hours. However, if four (4) hours work is not available at the regular job, an employee shall perform such work for the remaining period of time as may assigned to the employee.

- (b) Time clock and/or Time Sheet: the Company shall provide a time clock and/or time sheet in order to enable employees to record their time for payroll purposes. Employees shall record their own time as they start and finish work.
- (c) The time records of all employees shall be made available to any member of the Grievance Committee for their perusal upon request, where a grievance is involved. Consent of the employee must be given in writing prior to release of the information.

Section 2.

- (a) MEC agrees that, for the term of the collective agreement, the ratio of part time hours worked in any continuous 12 week period, will not exceed 30% of the total hours worked in any continuous 12 week period, by all bargaining unit employees at the DC.
- (b) For the purpose of determining total hours worked in any continuous 12 week period by all bargaining unit employees at the DC, MEC will use the following calculation:
 - (i) number of full time employees multiplied by 40 hours, x 12, plus the number of part time employee's hours actually worked in the same 12 week period.
- (c) MEC agrees that it will post a full-time position in the following circumstances:
 - (i) if, during any continuous 12 week period, the number of part-time hours worked, exceeds 30% of the total hours worked by all bargaining unit employees, during the 12 week period.
 - (ii) if, during any continuous 12 week period, any part-time employee's average hours worked exceeds 32 per week.

Section 3

- (a) Part time employees are required to submit their availability every two months with the ability to only increase their availability at any time. Employees are not able to decrease their availability at any time during the availability declaration period.
 - Part time employees must be available for a minimum of 16 hours per week. Part time employees hired after May 31, 2022, must be available for a minimum of 24 hours per week.
 - ii. Part time employees must be available for a minimum of 8 hours weekend shift and 8 hours afternoon shift or 16 hours weekend availability per week. (Part time employees who are employee at time of ratification are exempt to this provision)
 - iii. Part time employees will be scheduled based on available hrs per shift and then seniority within a given work day

ARTICLE 6 - WAGES

Section 1. Wages, salaries and classifications of work are attached and known as Appendix "A", and are effective as of the dates set forth in Appendix "A".

(a) The Company agrees to pay all persons covered by the terms of this Agreement not less than the schedule of wages shown in Appendix "A" for all time worked 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 which is in excess of the rates herein contained, such wage rates shall not be reduced by reason of the signing of this Agreement.

Section 2. When an employee, fulltime or part-time, is temporarily removed from their regular work and placed on other work for the

Company's convenience, they shall be paid their regular rate of pay or the rate of the other work, whichever is the greater. It is also agreed that, regardless of age or sex, equal pay for equal work will prevail, if the work ordinarily carried out can be performed without further assistance.

Section 3. All day shift employees shall be scheduled to start between the hours of 5:00 a.m. and 11:59 a.m. The Management and the Grievance Committee shall arrange for any change in these hours.

Section 4. Employees covered by this Agreement shall have a fifteen (15) minute rest period midway during each work period of three (3) hours or more without a deduction in pay; such rest period shall be away from the area of work.

Section 5.

- (a) When new job classifications are established as deemed necessary and advisable by the Company, the Union shall be advised. A rate shall be set by the Company; if after a trial period of thirty (30) days, the Union deems the adjustment made by the Company to be unsatisfactory, the dispute shall be settled pursuant to the Grievance Procedure herein provided.
- (b) When the deletion of existing job classifications is deemed necessary by the Company, the Union shall be advised in writing of the contemplated deletion. Thereafter, a meeting will be arranged between the Company and the Union to discuss such deletion.

It is understood that the Company will make every reasonable effort to make such deletion with the least amount of dislocation amongst the employees. If the Union deems the deletion to be unsatisfactory, the dispute shall be settled pursuant to the Grievance Procedure herein provided.

Section 6.

- (a) Overtime shall be by seniority where practicable, provided the employee is capable of doing the work without training and subject to availability. All overtime shall be voluntary and authorized by management. No employee will unreasonably refuse to work overtime. The Overtime signup sheet shall be posted in writing on the employee announcement board located in the employee lunchroom as soon as the Company concludes that over-time work will be required.
- (b) Time worked in excess of the standard weekly hours (40 hours) shall be considered as overtime and overtime rates of pay shall be paid at time and one-half for the first three (3) hours and double time thereafter. Only the standard daily hours worked each day are used to calculate standard weekly hours for purpose of weekly overtime.
- (c) There shall be no duplication or pyramiding of overtime or premium rates.

Section 7.

(a) Double time shall be paid for all work performed on the following statutory holidays together with such statutory holiday pay as the individual employee may be entitled to under the Collective Agreement.

New Year's Day
Good Friday
Canada Day
Labour Day
Remembrance Day
Family Day
Victoria Day
B.C. Day
Thanksgiving Day
Christmas Day

Boxing Day National Day for Truth and

Reconciliation

and any others so proclaimed by the Provincial or Federal Government.

- (b) When a holiday mentioned in the above sub-section (a) falls on a Sunday, Monday shall be considered as the holiday under the terms of this Agreement.
- (c) If one of the above-named statutory holidays falls on an employee's regularly scheduled day off, the following regularly scheduled work day shall be observed as the statutory holiday, unless an alternate day is mutually agreed upon between the company and the union.
- (d) Employees are entitled to holiday pay if they have been employed for at least thirty (30) calendar days with the Company.
- (e) Employees who qualify for holiday pay under (d) above, shall not receive holiday pay if they fail to work their regularly scheduled work day immediately preceding and following the holiday(s), unless such absence is for just and reasonable
- (f) Part Time employees who have worked or earned wages on 6 of the 30 days immediately before the statutory holiday shall receive statutory holiday pay on the basis of their total earnings, less overtime, received in the two (2) pay periods immediately preceding the week in which the holiday occurs, divided by twenty (20).

Section 8. Employees shall be entitled to a paid fifteen (15) minute coffee break when working over one (1) hour and up to four (4) hours overtime. A 30-minute unpaid meal break must be provided when an employee works more than five hours in a row. The employee must be paid for the meal break if they're required to work (or be available to work) during their meal break.

ARTICLE 7 - SENIORITY

PROBATION PERIOD

Employees shall be regarded as probationers for the first three hundred and twenty (320) worked hours of employment. During this period, employees shall acquire no seniority or re-employment rights and may be laid off at the Employer's discretion. After said period of employment, the names of such employees shall be placed upon the seniority list in order of date of original hiring.

Section 1.

- Seniority means continuous service with the Company, except that employees shall not acquire seniority until they have completed their probationary period.
- (ii) There shall be two (2) seniority lists; one for full time employees and one for employees who normally work less than five (5) shifts each week, which shall include all classifications of work.
- (iii) Part time employee's seniority is based on number of hours worked. Overtime hours will be calculated at one (1) hour per.
- Moving from part time to full time or full time to part time, the Members will revert to the bottom of the seniority list.
- For permanent full time positions, the Company shall consider the following in arranging promotions, layoffs and recalls

(a) Lay-Offs

- (i) Full time and Part time employees who have completed their probationary period when laid off shall receive two (2) weeks' notice of lay-off or two (2) weeks' pay in lieu of notice.
- (ii) All lay-off notices shall be in writing with one copy to be presented to the employee being laid off and one copy to the Shop Steward with the date lay-off notice is given.

(iii) Employees who elect to receive severance as per Article 22 prior to the recall periods as per Article 7 Section 5 (e) shall forfeit seniority rights under this agreement.

(b) Lay-offs and Rehiring

- (i) Length of service shall be the deciding factor governing lay-offs and rehiring after lay-offs except where, by mutual agreement between the Company and the Grievance Committee, the senior employee does not have the capabilities to perform the work to be done.
- (ii) If mutual agreement is not reached under the above procedure, then the matter shall be referred to the Company's Labour Relations representative and a representative of the Union. Failing to reach agreement, Step 4 of the Grievance Procedure will be invoked.
- (c) Length of service shall be the deciding factor in promotions

Promotions shall be made to those who are qualified or capable of being qualified with training to perform the work to be done.

Section 2.

- (a) Permanent full time vacancies within the bargaining unit shall be filled on the following basis:
 - (i) The employer shall post notice of available positions showing the job specifications and the hourly rate and interested applicants should make written application within 10 days of the posting.
 - (ii) Applicants wishing to apply for the position shall make a written request in duplicate, one copy to the Company and on copy to a Shop Steward.
- (b) In the event that an employee applies for a job vacancy that is at a lower rate than that which the employee is presently receiving, the employee shall be considered an applicant for the vacancy as per Section 1 (c) above.
- (c) Entitlement for job posting under (a) will be restricted to a maximum period of four (4) weeks for person off work due to absences on short & long term disability, workers compensation and personal leaves of absence from date of awareness.

The grievance committee agrees to make reasonable efforts to contact persons who are off work in order to ascertain their positions on any posting that become available. It is the employee's responsibility to maintain and advise of their correct address and contact information (including all phone numbers).

(d) When a vacancy is filled, a notice shall be posted within three (3) working days stating who the successful applicant is.

- (e) When a vacancy has been filled, the successful applicant will assume the duties or commence training within thirty (30) days, unless mutually agreed upon.
- (f) The successful applicant on a job posting shall be considered to be on a trial period for up to thirty (30) working days.
- (g) Seniority is the basis upon which positions will be filled within the DC. When there are no applicants or a position, the most senior full time employee without a posting would be required to take the position.
- **Section 3.** Every six (6) months, the Company will supply the Chairman of the Grievance Committee with Seniority Lists, a copy will also be sent to the Union, setting out the name, classification, date of employment of all employees covered by this Agreement.
- **Section 4.** Names of employees covered by this Agreement, hired, transferred or discharged and of employees who have left the employ of the Company of their own accord shall be submitted to the Union once each month.

Section 5. Seniority shall be lost if an employee:

- (a) Voluntarily leaves the employ of the Company, or
- (b) Is discharged, or
- (c) After a lay-off, fails to report for work for five (5) working days after being recalled.
- (d) It is understood that persons laid off with less than one (1) year of seniority are subject to recall for six (6) months and that persons laid off with one (1) year or more seniority are subject to recall for twelve (12) months.

(3) If the person fails to report for work the employee shall forfeit all seniority rights. It is the employee's responsibility to maintain and advise of their correct address and contact information (including home and cellular telephone numbers).

Section 6.

An employee could be terminated if the employee is absent without leave for a period greater than five (5) consecutive scheduled working days, including if an employee fails to report to work, or communicate with the Company for more than five (5) consecutive scheduled working days beyond a previously stated return to work date, unless the employee has a reason acceptable to the Company.

ARTICLE 8 - VACATIONS

Section 1. Employees who have the following records of service with the Company shall be entitled to the following vacations with pay:

- (a) Those with less than one (1) year the provisions of the Employment Standards Act of British Columbia.
- (b) Those with one (1) year or more two (2) weeks 4% of earnings commencing from date of employment

Those with three (3) years or more – three (3) weeks - 6% of earnings commencing from third anniversary date

Those with five (5) years or more - four (4) weeks - 8% of earnings commencing from fifth anniversary date

Those with ten (10) years or more - five (5) weeks 10% of earnings commencing from tenth anniversary date

Those with fifteen (15) years or more - six (6) weeks - 12% of earnings commencing from fifteenth anniversary date

Those with twenty-five (25) years or more - seven (7) weeks-14% of earnings commencing from twenty-fifth anniversary date

Those with thirty (30) years or more - eight (8) weeks-16% of earnings commencing from thirtieth anniversary date

Section 2. For each statutory holiday occurring during the period of any annual vacation taken by an employee, the said annual vacation to which such employee shall be entitled with pay, shall be increased by one (1) working day with pay.

Section 3. The vacation shall be determined on the following basis:

- (a) Management will communicate vacation planning one month prior to the bidding process with the Committee. Employees shall submit their annual vacation requests in writing on the appropriate vacation request form between November 1 and November 30 for the next Calendar year and January of the following year..
- (b) Employees must request vacation in blocks of at least one week. However, an employee may also request an alternate preference for vacation in blocks of less than a week, which may be granted as the sole discretion of management.
- (c) The first day of a requested vacation must fall on the first day of a work week for which that Employee would otherwise be scheduled to work, unless management in its sole discretion permits otherwise.

- (d) If an employee requests additional vacation week(s) concurrently, the additional week(s) may be scheduled concurrently only at the sole discretion of the Company.
- (e) The Employer will review, approve and assign all vacation requests received within the timeframe above, in accordance with seniority and job classification.
- (f) The employer will post the vacation schedule by December 15.
- (g) Employees who submit vacation requests after November 30 shall have their vacation scheduled by the Employer on dates not already requested by other Employees who submitted before December 1. In scheduling vacation requests submitted after November 30, the Company will give primary consideration to its operational needs.
- (h) Employees who do not make a submission for vacation shall have their vacation scheduled by the Company with a view to operational considerations, and giving priority to those Employees who have already submitted vacation requests under 3(a) and (g).
- (i) As of January 15th of each year, any employee with an unallocated vacation balance with greater than 10 vacation days banked will have their balance paid out by 50 % on the second pay period of February of the following year. This process will continue each year until the employee reduces their banked vacation to no more than 10 days of carry over each year. Each year thereafter, employees will be paid out all unused vacation greater than 10 days as of the second pay period of February of the following year.

Section 4. Employees leaving the employ of the Company shall receive vacation pay in accordance with the vacation entitlement or vacation pay entitlement that has accrued as per Section 1.

ARTICLE 9 - SAFETY AND HEALTH

Section 1. It is agreed that First Aid facilities and a qualified First Aid Attendant, conforming to WorkSafe regulations, within the bargaining unit, shall be provided by the company.

Employees with an appropriate valid First Aid certificate designated as the First Aid attendant shall receive either: a fifty cent (\$0.50) premium for each hour worked for level 1 first aid or a one dollar (\$1.00) premium for each hour worked for level 2 first aid.

All required first aid training or retraining positions will be canvassed by seniority on the shift required and include allowing candidates to attend day classes with pay for training days including the examination day. It is agreed the Company shall pay the costs of the First Aid course the first time an employee applies for the position and any renewal. Any employee who fails the course, but wishes to re-take the course or test will not be compensated for the course costs or time required to take the course. Any retest must be scheduled within 15 days or the position will be forfeited.

Training opportunities shall be posted and awarded as per Article 7 – Section 1. (c)

Section 2.

(a) There shall be a Safety Committee with equal representation on behalf of the Company and employees, and meeting of said Committee shall be held monthly or more often as mutually agreed by the Committee.

- (b) Employees participating as members of this Committee will be paid their regular hourly wage rate for such time.
- **Section 3**. The Company will maintain adequate and clean lunchroom and toilet facilities for the benefit of all employees.
- **Section 4.** All Distribution Centre employees are eligible for safety footwear purchase reimbursement. Appropriate safety footwear (i.e. steel-toed shoes or boots) shall be worn at all times as required. Steel-toed shoes must be CSA approved.

Allowance is \$200.00 every two (2) years, and shall added to the members pay, the first pay period following their anniversary of hire.

The Employee is responsible for having proper footwear (WCB compliant). The employee will be sent home at the employee's expense if deemed not compliant.

ARTICLE 10 - GRIEVANCE PROCEDURE

- **Section 1.** In case of a grievance arising, an honest effort shall be made to settle the difference in the following manner. All grievances shall be presented and dealt with as expeditiously as possible.
- Section 2. There shall be a Grievance Committee, consisting of three (3) employees and one (1) alternate who shall replace any absent Committee Member, designated by the Union, who are actually then in the employ of the Company and who will be afforded such time off as may be required to attend meetings with the Management.
- **Section 3.** The Union agrees to advise the Company of the names of the members of the Grievance Committee in writing, and also of any changes from time to time.

Section 4. In the case of any grievance or question relating to the application, operation, interpretation or alleged violation of this Agreement, the following steps shall be taken:

FIRST: A grievance must be raised within ten (10) calendar days of awareness (or should have known) of the matter giving rise to the grievance. The employee with or without the shop steward shall bring the issue to the attention of the immediate supervisor of the incident.

SECOND: Within ten (10) calendar days of the conclusion of Step One, the grievance shall be written on proper grievance forms, clearly set out the alleged breach of the collective agreement, the articles relied upon and the remedy sought, and presented by a member of the Grievance Committee to Management.

THIRD: Within ten (10) calendar days of the conclusion of Step
Two, a meeting will be held between the Representative
of the Union, the Grievance Committee and the
Management; failing to reach a satisfactory settlement,
Step Four to be invoked.

FOURTH:

- (a) Mediation Failing settlement of a grievance at the third step of the Grievance Procedure, either party may request that the grievance be submitted to an arbitrator who shall mediate a settlement of the grievance. Mediation under this provision must be by mutual agreement of the parties.
- (b) Arbitration If a grievance is not resolved as a result of mediation under paragraph (a), either party may direct the mediator to act as an arbitrator in the matter to give a written and binding decision for resolution of the grievance and to deliver the decision to the parties.

- c) The parties shall first endeavor to agree on a single arbitrator, and if the parties fail to agree, either party may make application to the appropriate body to have a single arbitrator named.
- (e) In the case of a grievance involving the application, interpretation, or alleged violation of this Agreement, the decision of the arbitrator shall be final and binding on both parties to the Agreement.

Section 5. Employees are entitled to have a Union Representative present with them at any disciplinary meeting with the Company. Where practical Employees shall choose who they want as a Union Representative.

Section 6. In case of a grievance involving the dismissal of an employee, the first step of the grievance procedure may be omitted.

Section 7. The Union and the Company agree that Sub-section 1 of Section 87 of the Labour Relations Code of B.C. shall only be implemented where mutually agreed by the Employer and the Union.

Section 8. The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement or to alter, modify, or amend any part of it.

ARTICLE 11 - JURY DUTY

Section 1. Employees summoned to jury duty or to jury duty selection or subpoenaed as a witness on a day that the employee normally would have worked shall be paid wages amounting to the difference between the amount paid them for such service and the amount they would have earned had they worked on such days. Employees on jury duty shall furnish the Company with such statements of earnings as the Courts may supply. Overtime is not applicable.

Section 2. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their actual shift remains to be worked. Total hours on jury duty and actual work on the job in one day shall not exceed eight (8) hours for purposes of establishing the basic work day. As set out in Article 5 - Hours of Work.

This clause will have no application for an employee on leave of absence or when receiving benefits under the Health and Welfare Plan, annual vacations, Workers' Compensation or as otherwise covered in this Agreement.

ARTICLE 12 - LEAD HANDS

A lead hand designated and classified by the company. Shall be defined as an employee who shall direct and co-ordinate the work in conjunction with leadership / management direction and oversight of other employees while performing the employees' regular duties. A lead hand will not have the authority to directly hire, fire, suspend, or discipline employees. The employee shall be a member of the union and have seniority in accordance with Article 7 herein.

All designated lead hands will receive a premium of one dollar and sixty cents (\$1.60) per worked hour over their designated rate.

Not including an employee's regularly scheduled work days, the company has the right to determine the number of Lead Hands.

ARTICLE 13 - LABOUR/MANAGEMENT MEETINGS

(a) The Company and the Union agree to schedule a Labour Management meeting every month, or as required during the life of this agreement. The meeting shall serve as a forum for discussions and consultation about policies and practices not necessarily covered by this agreement.

- (b) The committee will be paid for by the Company.
- (c) The Company and the Union shall endeavor to complete the meeting within one hour.
- (d) The Company and the Union shall each appoint 4 members to the committee. The minutes shall record the business of each meeting.
- (e) The parties agree to ensure that privacy concerns are respected at all times.

ARTICLE 14 - LABOUR DISPUTES

The Company agrees that in the event of a legal strike amongst the employees of a concern with whom the Company is doing business, it will not ask, require or in any way force or compel members of the Union to service such a strike bound firm by crossing any legally established picket line(s).

ARTICLE 15 - LEAVES OF ABSENCE

Section 1. Bereavement Leave

- (a) In the event of the death of an employee's parents, legal guardian, grandparents, children, sister, brother, spouse, step-parents, mother-in-law, father-in-law, the employee will be granted up to three (3) working days' compassionate leave with pay. Should the above three (3) days be insufficient time, an additional unpaid leave will be granted.
- (b) An employee shall be granted reasonable time off without pay for the purpose of attending a funeral of persons other than the aforementioned.

Section 2. Pregnancy Leave

(a) To Follow The Employment Standards Act.

Section 3. Parental leave

(a) To Follow The Employment Standards Act.

Section 4. Leaves for Union Business

(a) The Company will grant leave of absence without pay to any employee(s) who are appointed or elected to Union Office for a period up to and including one (1) year. Further leave of absence may be granted by mutual consent.

The employee(s) who obtain this leave of absence shall return

to this Company within thirty (30) calendar days after the completion of his/her term of employment with the Union.

(b) The Company will grant leave of absence without pay to not more than one (1) employee who is elected as a representative to attend Union meetings and Union conventions.

It is understood and agreed that employees who are on leave to attend meetings and conventions shall be paid from the Company their regular pay and benefits while attending such functions. The Company will in turn bill the Union for lost wages.

(c) In order for the Company to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the Company will be given due notice in writing; in the case of (a) twenty (20) calendar days and in the case of (b) - five (5) calendar days.

Section 5. Personal Leave

- (a) Leaves of absence extending over a period of more than two (2) weeks must be given in writing and in no case issued for more than three (3) months. However, this may be extended upon agreement between the Management and the Union. The granting of a leave of absence remains within the discretion of the Company. The leave of absence shall be without pay and does not constitute a break in seniority or Company service.
- (b) Leaves of absence will not be granted for the purpose of allowing employees to take other employment, or venture into business for themselves.

Section 6. Family Responsibility Leave

(a) To Follow The Employment Standards Act.

Section 7. Compassionate Care Leave

(a) To Follow The Employment Standards Act.

Section 8. Leaves not outlined in this Collective Agreement, the Employment Standards Act, will be adhered to.

ARTICLE 16. SICK LEAVE

Section 1. All employees who have completed thirty (30) days service with the Company shall be entitled to sick leave with pay, starting the first day of the month following the first 30 days. Such leave to be used to cover non-work related accident, or illness not otherwise compensable.

Full Time employees are entitled to 88 hours of sick leave (equal to 11 days), starting on the first day of the first pay period of the calendar year.

Part Time employees are entitled to 48 hours of sick leave (6 days) starting on the first day of the first pay period of the calendar year.

Unused sick leave is not eligible for payout or eligible to be rolled over into the next calendar year.

It is understood that employees accumulate sick leave as set out above in all circumstance except during a period of lay-off or leave of absence, or when an employee has been off work on wage indemnity. Sick leave will then be calculated by a prorated amount.

Section 2. A doctor's certificate may be required if absent from work two or more days. Notification of an absence always to be made by the employee promptly. Any costs arising from the Companies request to be paid by the Company.

ARTICLE 17- ADJUSTMENT PLAN

Section 1.

- (a) In the event the Company decides to introduce new methods or equipment that would result in a reduction of the workforce in its operations, the Company agrees to give the Union two (2) months' advance notice in writing.
- (b) Where a new position is created by this introduction of new methods or equipment, the Company agrees to give present employees the first opportunity in accordance with Article 7, Section 2, to occupy the position.
- (c) In the event there are no internal qualified applicants for the new position, the Company will commit to a reasonable period of retraining for a current employee.

Retraining shall include:

- Retraining by Company personnel within the confines of the facility to operate and/or service a new piece of equipment, learn a new process or use of new material.
- (ii) Retraining by representatives of the supplier of any of the above either in the facility or at locations outside the facility.
- (iii) Retraining required for an internal transfer to another job.
- **Section 2.** When employment is terminated by the Company for reasons other than those set forth under Section 3 below, the Company in addition to accrued vacation pay shall pay:
 - One (1) weeks current pay for each completed year of service up to maximum of ten (10) weeks' pay.
- **Section 3.** The above shall not apply when an employee resigns or is discharged for cause or retires on pension or is laid off for lack of work.
- **Section 4.** Employees receiving severance pay prior to the expiry of the Right to Recall period shall forfeit seniority rights under this agreement.

ARTICLE 18 - PREFERENTIAL HIRING

When additional employees are required, the Union will be notified. It is agreed that the Union may refer suitable persons for employment to the Company.

ARTICLE 19 - GENERAL CONDITIONS

- (a) Afternoon Premium All employees who are required to commence work after the hour of 12:00pm shall receive a differential rate of one dollar (\$1.00) per hour worked for the whole shift in addition to their regular hourly rate.
- (b) Night Premium All employees who are required to commence work after the hours of 10:00 pm shall receive a differential at the rate of one dollar and twenty-five cents (\$1.25) per hour worked for the whole shift in addition to their regular hourly rate.
- (c) Bi-Weekly Pay Day There shall be a regular bi-weekly pay day and each employee shall be provided with a statement of earnings and deductions for the pay period covered.
- (d) It is mutually agreed to remove all reference to discipline from the Company files after an employee has one (1) year free of any discipline.
- (e) Traveling Allowance An Employee authorized to drive his own vehicle while on Company business shall be reimbursed \$0.60 per kilometer.
- (f) Weekend Premium All employees who are required to work weekends, shall receive a differential at the rate of one dollar (\$1.00) per hour worked for the whole shift in addition to their regular hourly rate.
- (g) Member posted into a temporary position, with 30 days notice, may revert to their previous position in the company.

ARTICLE 20 - RESPECTFUL WORKPLACE

Section 1. F.4 Respectful Workplace. MEC and the union recognize that every employee, member, contractor and visitor is entitled to a workplace that is free from any form of disrespectful behaviour (discrimination, harassment (including sexual harassment), personal or psychological harassment (including bullying and violence).

Section 2. Complaint Process. If an employee believes that the employee has been the subject of discrimination, then the employee shall follow the process set out in MEC's policy for the purpose of attempting to resolve the complaint. Where a complainant has requested the assistance of the Union, or where a complaint affects another bargaining unit employee, MEC will advise the Union of the progress of the investigation in a timely manner.

Section 3. Any interference with the conduct of an investigation, or retaliation against a complainant, respondent or witness, may itself result in disciplinary action.

Section 4. Complaints which are made in bad faith and are vexatious in nature may result in disciplinary action.

Section 5. The union has the right to grieve any issue regarding the respectful workplace policy.

Section 6. The union will be provided an updated copy of the policy.

ARTICLE 21- WELFARE PLANS

During the life of this agreement, the Company shall maintain agreements with insurance carriers at 100% of its cost providing Health and Welfare benefits summarized as follows:

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LIFE INSURANCE:

ACCIDENT DEATH & DISMEMBERMENT INSURANCE:

Amount of Insurance *

Amount of Insurance #

2 x annual earnings with a maximum benefit of \$100,000

a \$200,000 benefit

Dependent Spouse \$5,000

Dependent children:

Aged 14 days and older - \$2,500

Age Reduction

the amounts shown are the amounts shown are reduced by 50% for reduced by 50% for persons age 65 and persons age 65 and older

older

Termination Age

Age 70 Age 70

An employee must be enrolled in all of the plans as follows:

M.S.P.

(b) Extended Health and Dental Care

Weekly Indemnity and Life Insurance (c)

WEEKLY INCOME INSURANCE

Qualifying Period none when due to accident and seven (7) calendar days when due to sickness

Maximum Benefit Period: 26 weeks

TOTAL INSURED WEEKLY INCOME

66.2/3% of weekly earnings and a maximum benefit equal to the Unemployment Insurance maximum benefit amount

* rounded to the next higher dollar if not already a dollar amount

Termination Age: Age 70
Company's Long Term Disability Program
Termination Age: Age 65

EXTENDED HEALTH CARE

Classifications

Eligible for Insurance: Employees and their Dependents

Termination Age: Age 70

Deductible: The Individual and Family Deductibles

are as follows:

Individual: \$25

Family: \$50

Benefit

Percentage: 100%

Covered As listed in the insurance policy Services: on file with the Company

Additional: \$1,000 for chiropractic visits

\$1,000 for physiotherapy visits

Vision care \$600 during any Maximum: (4) calendar years

-39-DENTAL CARE

Classifications eligible

for insurance: Employees and their Dependents

Termination Age: Age 70

Deductible: Nil

Benefit 100% for Plan A Expenses 50% for Plan B Expenses Percentage:

Calendar Year \$2,000 for combined Plan A and/or

Plan B Expenses Maximum:

Unlimited for Plan A Expenses Lifetime Unlimited for Plan B Expenses Maximum:

\$3000 per dependent/child (up to age

18) for Plan C Expenses

Dental Fee Current Fee Guide for General Practitioners approved by the Provincial Dental Association Guide

BENEFITS FOR PART TIME EMPLOYEES

Part time employees are eligible for MEC's Health Care Spending Account (HCSA) to a maximum of \$750 annually. Further information to be provided in the HCSA brochure.

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EMPLOYEE ASSISTANCE PROGRAM

Six (6) paid visits per calendar year.

Eligibility for benefits will occur after four hundred eighty (480) hours continuous service with the Company, subject to regulations of the Insurance Carrier. The employee must comply at all times with the Insurance Carrier's regulations.

Eligible employee(s) will be defined as employees having maintained a normal work schedule of at least thirty-two (32) hours per week.

The benefits provided under this Article will be subject to the terms of the insurance contracts between the Company and the Insurance Carrier

Should the Federal or Provincial government introduce legislation, the effect of which is to supplement or overlap the existing welfare plans, the Company's liability shall be limited only to the level of the present cost to the Company.

ARTICLE 22 - SEVERANCE PAY

Section 1. When the employment of a regular full time employee is terminated by the company due to the permanent closure of the distribution centre in the Vancouver Lower Mainland area, the company in addition to accrued vacation pay shall pay the employee the following:

After two (2) years of service, one (1) weeks pay for every year of service to a maximum of twenty (20 weeks).

Section 2. The company agrees to give thirteen (13) weeks written notification in the event of a permanent closure of the Distribution Centre in the Vancouver Lower Mainland or in the relocation of the facility in the Lower Mainland.

Section 3. Should the Distribution Centre be relocated within seventy-five (75) kilometers of 13340 -76th Avenue, Surrey B.C., the employees will be offered comparable positions within the new operation. The comparable positions will be offered to employees working at the Distribution Centre at the time of the announced move, and employees will not be eligible for severance pay if they choose not to move to the new facility.

ARTICLE 23 – MEC GROUP RRSP

Employees shall be eligible for the MEC Group RRSP Plan. Upon an Employee registering for the plan:

- MEC shall automatically contribute an amount equal to 1% of an Employee's base pay to his/her RRSP. Upon signing up for the Plan, Employee's shall receive the 1% contribution.
- In addition, upon further employee contributions, MEC shall match 50% of the basic contributions. (up to an additional 3% of pay)

All other provisions as defined by the terms of the plan as of March 2007.

Should the provisions of the plan be altered, MEC agrees to notify the Grievance Committee for the purpose of discussing alternative options. MEC agrees that it will not lower the benefit level for the duration of the Collective Agreement.

Section 1. Employees on a leave of absence are not eligible for RRSP continuance.

Employees returning to work from a leave of absence greater than 30 working days, MEC will make contributions equal to the 1% base and the 1-3% match (if applicable, based on the employee contribution percentage) for a period up to eight weeks. The amount is calculated based on deemed earnings prior to the leave.

Employees on a GRTW that exceeds the initial eight-week period will have their contributions based off their actual hours worked thereafter.

ARTICLE 24 - DURATION OF AGREEMENT

The Company and the Union mutually agree that this Agreement shall be effective from June 1, 2020, to May 31, 2027 and thereafter from year to year unless written notice of intent to amend or terminate is given by either party to the other party any time within four (4) months prior to the expiration of this Agreement.

It is mutually agreed that Section 50 of the Labour Relations Code of British Columbia is specifically excluded from this Agreement. During such period of negotiations, this Agreement shall remain in full force and effect.

DATED DAY OF	2022
SIGNED ON BEHALF OF THE COMPANY MEC Mountain Equipment Company Ltd.	SIGNED ON BEHALF OF THE UNION Retail Wholesale Union Local 580
	Representative

-44-APPENDIX "A"

 $0\%\,\, Year\, 1-Effective$ for all current employees upon ratification.

YEAR 1	Start	320 hrs	1000 hrs	2000 hrs	4000 hrs	6000 hrs
Order						
Processor	20.92	22.76	24.92	26.33	27.25	27.25
Warehouse						
Person	22.15	24.62	26.37	28.05	29.15	30.01
Backstock	22.64	25.35	27.25	28.97	30.07	31.06
Receiver	23.13	25.71	27.68	29.34	30.46	31.50

Below new wage card for all new part time hires after ratification of this agreement.

Hourly Wage	Start	320 hrs	1000 hrs	2000 hrs	4000 hrs	6000 hrs
Order						
Processor	18.21	18.21	19.94	21.06	21.80	22.71
Warehouse						
Person	19.70	19.70	21.10	22.44	23.32	25.55
Backstock	20.28	20.28	21.80	23.18	24.06	26.39
Receiver	20.57	20.57	22.14	23.47	24.37	26.75

Hourly Wage 8000 hrs 10000 hrs

Order		
Processor	23.62	27.25
Warehouse		
Person	27.78	30.01
Backstock	28.73	31.06
Receiver	29.12	31.50

 $0\%\,\, Year\, 2-Effective$ for all current employees upon ratification.

YEAR 2	Star	rt 320	hrs 100	0 hrs 20	000 hrs	4000) hrs	6000 hrs
Order Processor Warehouse	20.92	22.76	24.92	26.33	27	.25	27.	25
Person Backstock Receiver	22.64	25.35	26.37 27.25 27.68	28.97	30	.15 .07 .46	30.0 31.0 31.0	06

Below new wage card for all new part time hires after ratification of this agreement.

Hourly Wage	Start	320 hrs	1000 hrs	2000 hrs	4000 hrs	6000 hrs
Order Processor Warehouse	18.21	18.21	19.94	21.06	21.80	22.71
Person Backstock Receiver	19.70 20.28 20.57	19.70 20.28 20.57	21.10 21.80 22.14	22.44 23.18 23.47	23.32 24.06 24.37	25.55 26.39 26.75

Hourly Wage 8000 hrs 10000 hrs

23.62	27.25
27.78	30.01
28.73	31.06
29.12	31.50
	27.78 28.73

Signing bonus- payable on the following pay cycle after ratification
Fulltime employees \$ 1000.00
Part-time employees \$ 500.00

 $2\%\,\, Year\, 3-Effective$ for all current employees upon ratification.

YEAR 3	Star	rt 320	hrs 100	0 hrs	2000 hrs	4000 h	rs 6000 hrs
Order							
Processor	21.34	23.22	25.42	26.8	6 27	.80	27.80
Warehouse							
Person	22.59	25.11	26.90	28.6	1 29	.73	30.61
Backstock	23.09	25.86	27.80	29.5	5 30	.67	31.68
Receiver	23.59	26.22	28.23	29.9	3 31	.07	32.13

Below new wage card for all new part time hires after ratification of this agreement.

Hourly Wage	Start	320 hrs	$1000\ hrs$	2000 hrs	$4000\ hrs$	$6000~\mathrm{hrs}$
Order Processor Warehouse	18.57	18.57	20.34	21.48	22.24	23.16
Person	20.09	20.09	21.52	22.89	23.79	26.06
Backstock	20.69	20.69	22.24	23.64	24.54	26.92
Receiver	20.98	20.98	22.58	23.94	24.86	27.29

Hourly wage 8000 hrs 10000 hrs	Hourly	Wage	8000 hrs	10000 hrs
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Order		
Processor	24.09	27.80
Warehouse		
Person	28.34	30.61
Backstock	29.30	31.68
Receiver	29.70	32.13

 $0\%\,$ Year 4-Effective for all current employees upon ratification.

YEAR 4	Star	rt 320	hrs 100	0 hrs 200	0 hrs 4000) hrs 6000 hrs
Order Processor Warehouse	21.34	23.22	25.42	26.86	27.80	27.80
Person Backstock Receiver	23.09	25.11 25.86 26.22	27.80	28.61 29.55 29.93	29.73 30.67 31.07	30.61 31.68 32.13

Below new wage card for all new part time hires after ratification of this agreement.

Hourly Wage	Start	320 hrs	1000 hrs	2000 hrs	4000 hrs	6000 hrs
Order						
Processor	18.57	18.57	20.34	21.48	22.24	23.16
Warehouse						
Person	20.09	20.09	21.52	22.89	23.79	26.06
Backstock	20.69	20.69	22.24	23.64	24.54	26.92
Receiver	20.98	20.98	22.58	23.94	24.86	27.29

$\pmb{Hourly\ Wage}\quad 8000\ hrs\quad 10000\ hrs$

Order		
Processor	24.09	27.80
Warehouse		
Person	28.34	30.61
Backstock	29.30	31.68
Receiver	29.70	32.13

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 $0\%\,$ Year 5-Effective for all current employees upon ratification.

YEAR 5	Star	rt 320	hrs 100	0 hrs 2	000 hrs	4000 l	nrs 6000) hrs
Order Processor Warehouse	21.34	23.22	25.42	26.86	5 27.	.80	27.80	
Person Backstock Receiver	22.59 23.09 23.59			29.55	30.	.67	30.61 31.68 32.13	

Below new wage card for all new part time hires after ratification of this agreement.

Hourly Wage	Start	320 hrs	1000 hrs	2000 hrs	4000 hrs	6000 hrs
Order						
Processor	18.57	18.57	20.34	21.48	22.24	23.16
Warehouse						
Person	20.09	20.09	21.52	22.89	23.79	26.06
Backstock	20.69	20.69	22.24	23.64	24.54	26.92
Receiver	20.98	20.98	22.58	23.94	24.86	27.29

Hourly Wage 8000 hrs 10000 hrs

Order		
Processor	24.09	27.80
Warehouse		
Person	28.34	30.61
Backstock	29.30	31.68
Receiver	29.70	32.13

1% Year 6 – Effective for all current employees upon ratification.

YEAR 6	Star	rt 320	hrs 100	0 hrs 200	00 hrs 400	0 hrs - 6	6000 hrs
Order Processor Warehouse	21.55	23.45	25.67	27.13	28.08	28.0	8
Person Backstock Receiver	23.32	25.36 26.12 26.48	28.08	28.90 29.85 30.23	30.03 30.98 31.38	30.9 32.0 32.4	0

Below new wage card for all new part time hires after ratification of this agreement.

Hourly Wage	Start	320 hrs	1000 hrs	2000 hrs	4000 hrs	6000 hrs
Order						
Processor	18.76	18.76	20.54	21.69	22.46	23.39
Warehouse						
Person	20.29	20.29	21.74	23.12	24.03	26.32
Backstock	20.90	20.90	22.46	23.88	24.79	27.19
Receiver	21.19	21.19	22.81	24.18	25.11	27.56

$\pmb{Hourly\ Wage}\quad 8000\ hrs\quad 10000\ hrs$

Order		
Processor	24.33	28.08
Warehouse		
Person	28.62	30.92
Backstock	29.59	32.00
Receiver	30.00	32.45

 $1\%\,\, Year\, 7-Effective$ for all current employees upon ratification.

YEAR 7	Star	rt 320	hrs 100	0 hrs 200	00 hrs 4	1000 hrs	6000 hrs
Order							
Processor	21.77	23.68	25.93	27.40	28.3	6 28	.36
Warehouse							
Person	23.05	25.61	27.44	29.19	30.3	3 31	.23
Backstock	23.55	26.38	28.36	30.15	31.2	9 32	.32
Receiver	24.07	26.74	28.80	30.53	31.6	9 32	.77

Below new wage card for all new part time hires after ratification of this agreement.

28.91 31.23 29.89 32.32 30.30 32.77

Warehouse

Person Backstock Receiver

Hourly Wage	Start	320 hrs	1000 hrs	2000 hrs	4000 hrs	6000 hrs
Order Processor	18.95	18.95	20.75	21.91	22.68	23.62
Warehouse Person	20.49	20.49	21.96	23.35	24.27	26.58
Backstock Receiver	21.11 21.40	21.11 21.40	22.68 23.04	24.12 24.42	25.04 25.36	27.46 27.84
Hourly Wage	8000 hrs	10000 hrs				
Order Processor	24.57	28.36				

JOB CLASSIFICATIONS

For the following classification, employees designated must be physically fit and able to perform the functions of:

Order Processor – Employees designated must be able to perform the functions of:

- Assist with bundling and tagging of product in receiving
- Able to lift 40 lbs and handle all product; so as to perform related functions
- Housekeeping & cleanup of all work areas as needed/requested
- The physical unloading of incoming deliveries by containers
- Manufacturing boxes for WEB orders
- Accurately verify the contents of orders prior to shipping
- Accurately sort, pack and process WEB orders
- Preparation of documents necessary to WEB processing
- Loading of outgoing WEB orders into the trailers/containers of the postal service
- Proper usage of all materials handling equipment needed or used in the work area (hand truck, manual pallet jack)
- Accurate Inventory counts/checks as requested
- Other related functions as needed

Warehouse person – Employees designated must be able to perform the functions of:

- Order Processor as defined above
- Accurate Picking/Putaway/Replenishment of all product with exception to product destined for Highbay area
- Checking and documentation of incoming orders and returns
- Verification of goods to purchase orders and documenting all related details to the PO invoices, noting and variances on subsequent documents. (Discrepancy reports and shipping/debit memos)
- All Shipping functions in the DC
 Consolidation of goods and loading of outgoing deliveries into trailers and containers to the correct destination(s) required/indicated

- Assist with the correct and complete outbound documentation for all loads
- Proper usage of all materials handling equipment needed or used in the work area (Hand truck, Manual Pallet Jack, Power-Walkies and Reach Truck)

 $\boldsymbol{Backstock}-Employees$ designated must be able to perform the functions of:

- Order Processor and Warehouse person as defined above
- Accurately perform all functions associated in picking, put away, inventory and storage of product
- Proper usage of all materials handling equipment needed or used in the work area (ALL equipment with the DC) utilizing company provided accredited certification

 $\boldsymbol{Receiver} - Employees$ designated must be able to perform the functions of:

- Order Processor, Warehouse person and Back-stock as defined above
- Fully functional in the documentation required for the dock check in process and sign-off of Carriers Bills of lading
- Properly and safely unload product from inbound containers and organize into staging area(s)
- Ensure offloaded product is accounted for and tracked
- Ensure purchase orders are received and detailed according by date and/or priority
- Relief for the receiver Lead Hand at the door and designated as needed for the Receiver Lead Hand