# **COLLECTIVE AGREEMENT**

Between

MEC Mountain Equipment Company Ltd., carrying on business as MEC.

(hereinafter referred to as the "Employer")

And

**United Food and Commercial Workers, Local 1518** 

(hereinafter referred to as the "Union")

June 2, 2021 to June 1, 2024



### CONTENTS

ARTICLE 1 – BARGAINING AGENCY 1
ARTICLE 2 – UNION SHOP 1
ARTICLE 3 – UNION DUES 1
ARTICLE 4 – SCHEDULE, BREAKS, OVERTIME, STATUTORY HOLIDAYS 1
ARTICLE 5 – EMPLOYEE CLASSIFICATION AND DAYS OFF
ARTICLE 6 – SHIFT AVAILABILITY AND INTRODUCTION OF GRAVEYARD SHIFT 4
ARTICLE 7 - VACATIONS
ARTICLE 8 – HEALTH AND WELFARE PLAN 5
ARTICLE 9 – LEAVE OF ABSENCE
ARTICLE 10 – SENIORITY
ARTICLE 11 – MANAGEMENT RIGHTS 6
ARTICLE 12 - GRIEVANCE
ARTICLE 13 – BOARD OF ARBITRATION7
ARTICLE 14 – MISCELLANEOUS
ARTICLE 15 – OCCUPATIONAL HEALTH AND SAFETY COMMITTEE
ARTICLE 16 – UNION LEAVE, SHOP STEWARDS AND JOINT LABOUR MANAGEMENT 8
ARTICLE 17 – POLICY CHANGE
ARTICLE 18 – EXPIRATION AND RENEWAL
ARTICLE 19 - WAGES10
LETTER OF UNDERSTANDING #114

#### ARTICLE 1 – Bargaining Agency

1.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the MEC retail and event operations at 111 East 2nd Avenue, Vancouver, and MEC retail employees at 450 Government Street, Victoria, except Leadership Team, and those excluded by the Code, with respect to rates of pay, wages and all other conditions of employment set out in this agreement.

#### **ARTICLE 2 – Union Shop**

- 2.01 Employees within the scope of the bargaining unit will be required to join the Union.
- 2.02 The Employer agrees to provide the Union in writing with the name and address of each employee in the bargaining unit along with the employee's date of hire. The Employer will require new employees to sign a dues check-off form and Union membership application. The Employer further agrees to provide the Union once a quarter with a list containing names of all employees who have terminated their employment during the preceding three months.

All bargaining unit work shall be performed by members of the bargaining unit with the following exceptions. While the primary responsibilities of individuals excluded from the bargaining unit is managerial in nature, it is recognized that they may perform the duties of bargaining unit employees. Head office or other MEC senior staff or third-party representatives may perform bargaining unit work in the store from time to time. If the work by third parties will result in loss of work for any full- or part-time employees resulting in hours below the commitment for that position or the termination of Flex employees, MEC will meet with the Union to discuss minimizing impact on employees.

#### ARTICLE 3 – Union Dues

3.01 The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, Union dues as are authorized by regular and proper vote of the membership of the Union. The Union will supply an appropriate form to the Employer so new employees, at the time of hire, will authorize Union dues deductions. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four-week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four-week period of each employee for whom the deductions were made. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

#### ARTICLE 4 – Schedule, Breaks, Overtime, Statutory Holidays

4.01 Sunday shall be considered the first day of work for the basic workweek.

4.02 A weekly work schedule will be posted on or before Tuesday for the workweek beginning Sunday, three (3) weeks in advance. The Employer is required to advise individual employees of the changes to the work schedule after it has been posted, except for circumstances outside of the Employer's control.

The Employer will continue the practice of giving advance notice to all employees of changes in the schedule after posting. Changes in the schedule after posting are by mutual agreement between the Employer and employee.

Daily hours of work shall be consecutive with the exception of breaks.

4.03 Statutory Holidays: The following days shall be considered statutory holidays:

New Year's Day Canada Day Thanksgiving Day Family Day Good Friday B.C. Day Remembrance Day Boxing Day Victoria Day Labour Day Christmas Day National Day for Truth and Reconciliation

and all other public holidays proclaimed by Federal, Provincial or Municipal governments.

Employees required to work on one of the above listed statutory holidays shall be compensated at the rate of 1.5x their regularly hourly rate.

- 4.04 Breaks: The parties agree that the present practice as it relates to breaks will continue.
- 4.05 Hours worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at the rate of time-and-a-half (1½) the regular rate.
- 4.06 Interval Between Shifts: There shall be an interval of not less than ten (10) hours between shifts for all employees unless mutually agreed, with the exception of inventory counts.
- 4.07 Availability Change: Employees can make changes to their availability at minimum every eight (8) weeks from the day they last submitted their availability. Employee's new availability will then come into effect four (4) weeks from the approval date providing it meets all requirements. The Employer will approve change to availability requests within seven (7) days of receipt of the request.

The Employer will make best efforts to approve short term availability changes outside of the prescribed minimums on the basis of operational needs and the reason for the request.

4.08 An employee who is called to work and upon reporting finds that their services are not required shall receive two (2) hours pay. When approved by management, if an employee attends a product knowledge workshop, mandatory staff meeting or training or other special assignments outside of the regular scheduled shifts, they shall be paid a minimum of two (2) hours.

4.09 Recording Hours of Work: The Employer shall provide an electronic time recording process to enable employees to record their hours of work for payroll purposes. Employees shall record their own time at the time they start and finish work through the time recording system.

#### **ARTICLE 5 – Employee Classification and Days Off**

- 5.01 Following ratification, the Employer will apply its hourly starting wage exception for new employees with applicable work experience. The Union retains the right to grieve the application of the hourly starting wage exception. In addition, the policy will be applied to employees hired after October 1, 2017.
- 5.02 Full-Time (FT) Staff will be scheduled forty (40) hours per week and paid thirty-sevenand-a-half (37.5) hours per week with set days off (including one weekend day, if desired) and full availability on other days to support the needs of the business.

Part-Time (PT) Staff will be scheduled a minimum of fifteen (15) hours per week with a minimum of twenty-one (21) hours availability per week, as a minimum, including (i) one (1) evening until close, one (1) weekend day (full availability), and one (1) other shift between Thursday to Sunday or (ii) open to close availability Saturday and Sunday with the understanding of work both days and no weekday availability is required.

Flex Staff are permanent employees with twenty-one (21) hours of availability, work a minimum of four (4) hours per week, with full availability on Saturdays and Sundays and at least one (1) weekday closing shift. Flex Staff are not eligible for benefits, are eligible for store discounts and will be paid out on each pay cheque for vacation accruals.

Seasonal Staff are hired for a fixed term period (up to a maximum period of three (3) months), will have full availability on Saturday and Sunday and one (1) other day during the week, with twenty-one (21) hours of availability required per week. Those seasonal staff who have had their contract ended will be restricted from working a subsequent contract for a period of three (3) months.

The introduction of the flex and seasonal staff classifications will in no way impact the number of Full and Part-Time status positions.

- 5.03 During the first three (3) calendar months of employment, each new employee shall be on probation and will have their performance evaluated by their supervisor within their first two (2) months of employment. The parties agree that probationary employees may have their employment terminated on the standard of suitability.
- 5.04 The Employer will guarantee a minimum of ten (10) full-time status positions in the Victoria store and fifteen (15) full-time status positions in the Vancouver store.

The Employer and the Union agree to meet to discuss changes to the guaranteed minimum number of full-time status positions in the event of force majeure. The

Employer and the Union will come to an agreement on the reduction of status positions as required.

The Employer will send information about available status roles via email on a weekly basis.

5.05 When a full- or part-time status position is vacated, within three (3) months, management shall update the employees on its decision to replace the vacancy. Status positions will be awarded based on seniority, provided the candidate has skills and qualifications to perform the job and is in good performance standing (no discipline recorded beyond a verbal warning). Internal applicants are guaranteed preference over external applicants for all postings. It is further understood that vacancy of status positions will be a standing agenda item at joint labour management meetings. The Union reserves the right to grieve the application of the status change policy.

#### ARTICLE 6 – Shift Availability and Introduction of Graveyard Shift

- 6.01 The Employer agrees it will meet with the Union and discuss the introduction of a graveyard shift prior to its implementation. The purpose of this discussion will be to lessen the impact on the employees.
- 6.02 Where a former MEC Mountain Equipment Company Ltd. employee is rehired to the same or similar role within two (2) years after termination of employment, they will be credited with all accumulated seniority, wage rates and all other accruals, regardless of status at the time of termination.
- 6.03 Employees shall not be required to work in excess of five (5) consecutive days unless mutually agreed upon.

Full-Time staff will have two (2) set days off per week or the option of split days off subject to the following:

Full-time staff have a choice of either:

- Consecutive days:

   a. Friday and Saturday OR Sunday and Monday OR
   b. Any two (2) consecutive weekdays OR
- 2. Split days:

a. Any two (2) weekdays OR

- b. One (1) weekend day and one (1) weekday
- 6.04 The Parties recognize that availability of shifts is driven by store performance. For parttime and Flex employees, access to an increased opportunity for shifts will grow with greater personal availability and higher levels of cross training in areas across the store. MEC commits to providing equitable access to cross training opportunities. When employees are equally cross trained and equally available, length of service will be considered to ensure increased opportunity for shifts.

#### **ARTICLE 7 - Vacations**

7.01 Flex, part-time and full-time employees begin accumulating vacation hours on their date of hire. Hourly employee's vacation pay accrual will be based on a percentage of earnings. Flex and Seasonal staff will be paid their vacation accrual on each pay.

Length of Employment	Vacation Entitlement	Vacation Pay (% of total earnings)
Year 1 (subject to successful completion of probation)	2 weeks	4%
After 1 year from date of hire	3 weeks	6%
After 5 years from date of hire	4 weeks	8%
After 10 years from date of hire	5 weeks	10%
After 15 years from date of hire	6 weeks	12%

- 7.02 If multiple employees request vacation on the same dates and store needs cannot accommodate all requests, the senior employee shall be granted vacation subject to management approval, which will include considerations such as the reason for the request and prior year's vacation time.
- 7.03 Subject to store needs, vacation may be taken in single-day allotments.
- 7.04 Requests to book vacation in a continuous block will not be unreasonably denied.
- 7.05 Employees are expected to use their entire vacation entitlement in each calendar year and managers will be entitled to schedule unused vacation subject to advance notice given to an employee. Unused vacation that is not taken before the end of the calendar year, can be taken during the "Grace Period". Grace Period is defined as January 1 through to June 30 the following year. In the event, the statutory minimum of unused vacation is not taken by the end of the Grace Period, it will be paid out.

#### **ARTICLE 8 – Health and Welfare Plan**

8.01 MEC's current health and welfare plan, as amended from time to time, will continue to be applied in the Vancouver and Victoria stores. Any future amendments will not result in a reduction of benefits, and will be discussed with the Union before implementation.

Employees hired into the Flex or Seasonal employment categories are exempt from participating in the benefit program.

#### ARTICLE 9 – Leave of Absence

9.01 The parties agree that MEC's current leave of absence policies will be maintained. It is understood that the current leave of absence policies include, but are not limited to, care days, unpaid leave, parental leave and maternity leave. The Employer agrees to meet in good faith with the union prior to any amendment to the existing policies.

#### ARTICLE 10 – Seniority

10.01 Seniority is defined as number of paid hours including statutory leaves, disability leave, and WorksafeBC leave from the most recent hire at MEC. Seniority lists of all employees shall be forwarded to the Union office twice per year.

The Employer agrees to forward an annual list of all bargaining unit employees' names and addresses to the Union office in addition to seniority lists with hourly rate of pay upon request up to twice per year.

Seniority will be lost if an employee:

- Voluntarily leaves the employ of the Employer; or
- Is discharged; or
- Is absent without approved leave for a period of more than three (3) working days; or
- Fails to report to work within five (5) working days of being recalled from a layoff.
- 10.02 The Employer agrees to give full- and part-time employees one (1) weeks' notice in writing prior to layoff. Such notice shall not be required in cases of layoffs due to fire, flood or other cases of force majeure.

#### **ARTICLE 11 – Management Rights**

11.01 The Union recognizes and agrees that except as specifically modified by this Agreement, all of the rights which the Employer has are retained solely and exclusively by the Employer, including but not limited to the exclusive right to, manage the business and direct the work force, organize the work, hire, discipline, promote, demote, discharge, and suspend for just and reasonable cause.

#### **ARTICLE 12 - Grievance**

- 12.01 Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance.
- 12.02 Grievances shall be submitted by the Union and the Employer within 30 days of the event giving rise to the grievance and must be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union representative or representatives and the Employer representative or representatives shall meet and in good faith shall earnestly endeavor to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 14 of this Agreement.
- 12.03 Grievances involving the dismissal or layoff of an employee must be submitted to the Employer within ten (10) working days from the date of dismissal.

12.04 Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union.

#### **ARTICLE 13 – Board of Arbitration**

- 13.01 The Board of Arbitration shall be composed of a mutually agreeable single arbitrator.
- 13.02 Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue.
- 13.03 In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions.
- 13.04 The findings and decision of the Arbitrator shall be binding and enforceable on the parties.

#### ARTICLE 14 – Miscellaneous

- 14.01 The Employer agrees to display a Union decal in a format consistent with MEC's design criteria at the staff and member entrances of each unionized location represented by UFCW 1518.
- 14.02 Tools and Equipment: All tools and equipment which are required to be used by the employees shall be supplied and kept in repair by the Employer at no cost to the employee.
- 14.03 A copy of formal discipline report to be entered on an employee's file will be given to the employee. An employee's signature on discipline indicates receipt of the discipline and not agreement with it. Subject to giving the Employer advance notice of at least three (3) days, employees shall have access to their personnel file.
- 14.04 The Employer and the Union recognize the rights of employees to work in an environment free from harassment, including sexual harassment, and discrimination, as defined by the BC Human Rights Code.

Where the Employer has received an allegation of harassment or discrimination, it will be investigated by the Employer per MEC policy. If the Union receives an allegation, it shall immediately advise the Employer.

A summary of the investigation report will be provided to the Union upon request with the consent of the employees involved.

14.05 The Employer will provide a dedicated bulletin board for the exclusive use of the Union. Shop stewards or Union representatives shall be the only authorized people to post material. In the event management has concerns related to content on the bulletin board, the material will be removed and the parties shall have a good faith discussion related to the concerns. 14.06 The parties agree that MEC utilizes a progressive discipline policy which will be applied in the store. The Employer agrees to meet in good faith with the Union prior to any amendment to the existing discipline policy.

#### **ARTICLE 15 – Occupational Health and Safety Committee**

15.01 The Employer agrees to maintain a Health and Safety Committee. The Committee shall function in accordance with the WorksafeBC Health and Safety Regulations.

A member of the bargaining unit shall be elected by Bargaining Unit members or shall be appointed by the Union to the Health and Safety Committee.

15.02 The Employer, the Union and each employee have a shared responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.

This will include, but is not limited to the Employer providing the Union with the details of the Employer's Health & Safety Program. The Union will be provided with applicable incident reports and recommendations flowing from any incident upon request with the consent of the employees involved.

All safety clothing and protective equipment required by the Employer or by WorksafeBC shall be provided for and maintained by the Employer.

#### **ARTICLE 16 – Union Leave, Shop Stewards and Joint Labour Management**

- 16.01 Subject to the needs of the business, the Employer agrees that employees chosen to attend Union conventions, conferences, seminars or Union negotiations shall be given time off up to seven (7) days according to the following formula:
  - (a) Not more than five (5) employees.

The Union shall notify the Employer at least four (4) weeks in advance of the commencement of all such leaves of absence.

- 16.02 Upon at least five (5) weeks' notice and subject to the needs of the business, the Employer shall grant a leave of absence, for purposes of Union business, to three (3) employees on the following basis:
  - (a) Up to six (6) months' leave of absence. Any further time would be subject to mutual agreement.
- 16.03 The Employer will bill the Union and the Union will reimburse the Employer for wages and benefits paid to an employee during a Union leave of absence under Article 17.01, not to exceed seven (7) days.
- 16.04 Duly authorized representatives of the Union shall be entitled to visit the store with a minimum two (2) hours' notice to the store manager or their designate. The manager

may require the Union representative to reschedule the visit due to store needs. Store visits will not be unreasonably rescheduled.

16.05 It is recognized that shop stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or elections and the Employer agrees to recognize Shop Stewards and alternate Shop Stewards.

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice shall be made aware of the meeting and be present if the employee requests it when that member of the Bargaining Unit:

- (i) Is given a reprimand which is to be entered on the employee's personnel file.
- (ii) Is suspended or discharged.
- 16.06 It is agreed that Joint Labour Management (JLM) meetings will be held on a regular basis, at least once per quarter, involving an equal number of management and employee representatives to a maximum of three (3) people. The purpose of these meetings is to promote a harmonious relationship between management and employees, and the expectation is for a good faith discussion related to issues in the workplace.

It is agreed between the parties that training will be a standing agenda item at all JLM meetings.

#### **ARTICLE 17 – Policy Change**

17.01 If MEC introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of bargaining unit employees, MEC will give 60 days' notice before the date on which the measure, policy, practice or change is to be effected, and offer to meet in good faith, and endeavour to develop an adjustment plan, which may include any 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) human resource planning and employee counselling and retraining;
- (iii) notice of termination;
- (iv) severance pay;
- (v) a bipartite process for overseeing the implementation of the adjustment plan.

#### ARTICLE 18 – Expiration and Renewal

18.01 This Agreement shall be for the period from and including June 2, 2021 to and including June 1, 2024 and from year to year thereafter, subject to the right of either Party to the

Agreement, within four (4) months immediately preceding June 1, 2024 or any subsequent anniversary date thereafter to:

- (a) Terminate this Agreement, in writing, effective June 1, 2024 or any subsequent anniversary thereof,
- (b) Require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

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

- (i) The Union gives notice of strike in compliance with the Labour Relations Code of British Columbia, or
- (ii) The Employer gives notice of lockout in compliance with the Labour Relations Code of British Columbia.

The operation of Section 50 (2) and 50 (3) of the Labour Relations Code of British Columbia is hereby excluded.

#### ARTICLE 19 - Wages

19.01 <u>Retroactivity:</u> All wage increases are retroactive to the Advisors/Specialist wage scale from June 1, 2021, for all employees as of date of ratification.

No employee's wages or benefits shall be negatively impacted by the implementation of the new contract.

19.02 <u>Visual Merchandiser Wage:</u> The Employer may credit a new hire and existing employees who post into a Visual Merchandiser (VM) position with previous experience between step eight (8) and twelve (12) of the Advisor/Specialist scale based on years of experience.

Pay Step Eight (8)	Less than one (1) year of experience
Pay Step Nine (9)	One (1) to two (2) years of experience
Pay Step Ten (10)	Two (2) to three (3) years of experience
Pay Step Eleven (11)	Three (3) to four (4) years of experience
Pay Step Twelve (12)	Five plus (5+) years of experience

If movement of an existing employee to the Visual Merchandiser role does not result in a wage increase, the employee will be placed one (1) pay step higher than determined by previous experience in the role or they will be awarded a \$0.50 off-scale increase if the existing employee is currently at the pay step fifteen (15).

Those existing employees who are classified as Visual Merchandiser and are at the pay Step Fifteen (15) of the wage scale will be awarded a \$0.50 off-scale increase as of ratification.

- 19.03 <u>Inventory Specialist:</u> The Employer will place a new hire and existing employees who post into an Inventory Specialist position on pay Step Eight (8) of Advisor/Specialist wage scale. If an existing employee moving to the Inventory Specialist role is in a higher pay step [Pay Step Nine (9) or above] of the Advisor/Specialist Pay scale they will remain at their current pay step.
- 19.04 <u>Daily Stock Specialist:</u> The Employer may credit a new hire and existing employees who post into a Daily Stock Specialist (DSS) position with previous experience between Step Eight (8) and Twelve (12) of the Advisor/Specialist scale based on years of experience.

Pay Step Eight (8)	Less than one (1) year of experience
Pay Step Nine (9)	One (1) to two (2) years of experience
Pay Step Ten (10)	Two (2) to three (3) years of experience
Pay Step Eleven (11)	Three (3) to four (4) years of experience
Pay Step Twelve (12)	Five plus (5+) years of experience

If movement of an existing employee to the Daily Stock Specialist position role does not result in a wage increase, the employee will be placed one (1) pay step higher than determined by previous experience in the role or they will be awarded a \$0.50 off-scale increase if the existing employee is currently at the pay step fifteen (15).

Those existing employees who are classified as Daily Stock Specialist and are at pay Step Fifteen (15) of the wage scale will be awarded a \$0.50 off scale increase as of ratification.

Step	Hours	Elapse Hours	Classification	June 1, 2021	June 1, 2022	June 1, 2023
1	0 to 499	500	Advisor	\$15.58	\$15.97	\$16.45
2	500 to 999	500	Advisor	\$15.84	\$16.23	\$16.72
3	1000 to 1499	500	Advisor	\$16.09	\$16.49	\$16.99
4	1500 to 1999	500	Advisor	\$16.35	\$16.76	\$17.26
5	2000 to 2499	500	Advisor	\$16.61	\$17.02	\$17.53
6	2500 to 3499	1000	Advisor	\$16.86	\$17.28	\$17.80
7	3500 to 4499	1000	Advisor	\$17.12	\$17.55	\$18.07
8	4500 to 5499	1000	Specialist	\$17.37	\$17.81	\$18.34
9	5500 to 6499	1000	Specialist	\$17.89	\$18.33	\$18.88
10	6500 to 8499	2000	Specialist	\$18.40	\$18.86	\$19.42
11	8500 to 10499	2000	Specialist	\$18.91	\$19.38	\$19.97
12	10500 to 12499	2000	Specialist	\$19.42	\$19.91	\$20.51
13	12500 to 14499	2000	Specialist	\$19.94	\$20.43	\$21.05
14	14500 to 16499	2000	Specialist	\$20.45	\$20.96	\$21.59
15	16500 and over	-	Specialist	\$21.06	\$21.70	\$22.35

Wage increase to the Advisor/Specialist wage scale are as follows:

- June 1, 2021 (Year 1): 2.5% applied to steps 1-14, 3.0% applied to step 15
- June 1, 2022 (Year 2): 2.5% applied to steps 1-14, 3.0% applied to step 15
- June 1, 2023 (Year 3): 3.0% applied to steps 1-15

19.06 <u>Bike Mechanic:</u> The parties agree that MEC will utilize a Bike Mechanic Program for the duration of this agreement and that the parties will meet no later than July 1, 2022, to review implementation of the program, at which time any changes will be subject to agreement between the parties.

The Employer and the Union agree to meet within thirty (30) days of ratification to review the Mechanic Evaluation Checklist and skills assessment process before it is instituted.

The Employer will place new hire and existing Bike Mechanics on a separate Bike Mechanic wage scale based on their previous years of experience in the Bike Mechanic role and an assessment of their skillset as referenced in the Bike Mechanic Checklist. The evaluation will be conducted by either the Master Mechanic and/or Technical Services Lead.

Existing Bike Mechanics will be assessed and assigned the appropriate pay rate within sixty (60) days of ratification of the agreement.

An employee reserves the right to grieve the outcome of their skills level assessment.

At minimum, Employees will be provided an assessment skills review at twelve (12) months since the last assessment date to determine the next, potential assessment level. The review will be conducted by the Master Mechanic and/or technical Service Lead.

The Employer commits to provide training opportunities and access to resources for employees to acquire new technical knowledge and skill sets.

Bike Mechanics who are assigned duties in another department will be paid the Bike Mechanic rate of pay.

Bike Mechanics will be paid the Advisor/Specialist wage scale increase from June 1, 2021, to July 3, 2021. Bike Mechanics will then be paid retroactive pay according to the new Bike Mechanic wage scale for the period between July 4, 2021, to the date of initial skills and experience assessment.

No Employee will suffer reduction of wages upon implementation of this program. Upon initial skills and experience assessment of existing employees, they will receive a wage which is the higher of:

a) the appropriate assessment level corresponding with the Bike Mechanic wage scale,

OR

 b) one pay step higher on the current Advisor/Specialist pay scale. If existing employees who are currently at the pay step fifteen (15) do not qualify for a wage increase based on the initial skills and experience assessment, they will be awarded a \$0.50 off scale increase.

#### 20.07 Bike Mechanic Wage Scale

Job Level	<b>Certification Level</b>	July 4, 2021	June 1, 2022	June 1, 2023
Rika Maabania I	Level I	\$18.75	\$19.22	\$19.80
Bike Mechanic I	Level II	\$19.75	\$20.24	\$20.85
Bike Mechanic II	Level I	\$21.25	\$21.78	\$22.43
	Level II	\$22.25	\$22.81	\$23.49
	Level III	\$23.25	\$23.83	\$24.55

Wage increase to the Bike Mechanic Wage Scale are as follows:

- June 1, 2022 (Year 2): 2.5% for all certification levels
- June 1, 2023 (Year 3): 3.0% for all certification levels

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

FOR MEC:

Dayswice Lacolina

FOR THE UNION:

Karolina Borysewicz

Kim Novak

#### **LETTER OF UNDERSTANDING #1**

Between: MEC Mountain Equipment Company Ltd.

And: United Food and Commercial Workers, Local 1518

Scheduling Rights Preserved:

The Employer will continue to honour the scheduling arrangements of those employees that are still employed and named in the August 28, 2019, scheduling letter exchanged during first contract negotiations.

### INDEX

#### Α

Arbitration7	
Availability Change2	

#### В

Bargaining Unit	1
Bike Mechanic12	
Breaks	2

### С

Classifications
Consecutive Days4
Cross Training4

### D

11
.4
.8
.7

### Е

Equipment	7
Expiration	

### F

Flex Staff	3
Full-Time Staff	3

#### G

Grace Period	5
Graveyard Shift	4
Grievance	

### Н

Harassment	7
Health And Welfare Plan	5

#### I

Interval Between Shifts	2
Inventory Specialist	.11

#### J

Job Postings .....4

Joint Labour Management...... 8

### L

Layoff	6
Leave Of Absence	6

### Μ

Management Rights	6
Minimum Full-Time Staff	
Minimum Hours	2

### 0

Occupational Health And Safety	
Committee	8
Overtime	2

### Ρ

Part-Time Staff	3
Probation	3

### R

Recording Hours Of Work	3
Rehired Employees	4
Renewal1	

#### S

Schedule Changes	2
Seasonal Staff	
Seniority	6
Shop Stewards	
Stat Pay	
Statutory Holidays	

### Т

	_
Fools	7

#### U

Union Bulletin Board	8
Union Decal	7
Union Dues	1
Union Leave	8
Union Representative Visits	9

v		
Vacation Visual Merchandiser	-	Wages Work Schedule Work Week

## W

vv	
Wages	10
Work Schedule	2
Work Week	1