

# **COLLECTIVE AGREEMENT**

Between

**Sobeys Capital Incorporated  
(FreshCo)**

And

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

January 1, 2019 to December 31, 2023

2018 Section 106 Vince Ready Ruling



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## **APPENDIX C – FRESHCO AND CHALO/FRESHCO COLLECTIVE AGREEMENT**

### **SECTION A – All Employees**

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#### **PREAMBLE**

##### **Shared Values**

###### *Mutual Respect*

- We will work collaboratively towards solutions.
- We will actively listen to one another to find common understanding.
- We will be considerate and treat each other with dignity.
- We will focus on the issues and reserve judgment.

###### *Honesty and Integrity*

- We will act in a truthful and ethical manner.
- We will act in a fair and equitable manner and not take advantage of each other.
- We will be transparent in our processes and consistent in our actions.

###### *Trustworthiness*

- We will act in good faith and be honest in our intentions and our actions.
- We will have respectful and candid discussion.
- We will have confidence that the information we are sharing is accurate and truthful.

###### *Accountability*

- We will take responsibility for our words and our actions.
- We will address issues effectively and in a timely manner.
- We will follow through with our commitments.

##### **Shared Goals**

###### *Building Effective Relationships*

- Working collaboratively with integrity and honesty to build trust.
- Holding ourselves and each other accountable to the shared values.
- Acknowledge each other's ideas and feelings with sincerity.

###### *Effective Communication*

- Actively listen to seek understanding of each other's reasoning to find solutions.
- Have discussions that are open, honest and forthright to develop stronger relationships.

###### *Desirable Workplace*

- Ensuring a positive and respectful workplace that is productive, inclusive and enjoyable.
- Valuing the unique characteristics of individuals to foster a sense of belonging in an environment that is fair, cooperative and adaptable.
- Focusing on the growth and viability of the business to allow for job security and create future opportunity for all.

## **PURPOSE**

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The purpose of this Agreement is to establish harmonious and mutually satisfactory relations between the Employer and its employees; to provide an orderly procedure for the prompt and equitable disposition of complaints and grievances which may arise from time to time; and to establish and maintain conditions which will promote the efficient and productive operation of the Employer, positive customer and employee relations, the safety and welfare of employees and the security of Employer property and prevent waste and unnecessary expense.

## **ARTICLE 1 – Recognition**

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- 1.01 The Employer recognizes the United Food and Commercial Workers Canada, Local 1518 as the sole collective bargaining agency for all employees of Sobeys Capital Incorporated, employed in the FreshCo and Chalo/FreshCo stores, save and except:
- Store Owner/Manager(s), Assistant Store Manager, Administration Manager, part time Administrator, Department Managers and persons above these ranks;
  - Pharmacy Manager, Pharmacists, Pharmacy Students, Pharmacy Assistant and Registered Pharmacy Technician;
  - employees employed in the preparation for sale, handling and selling of fresh, frozen, cooked and smoked: meats, fish and poultry; and
  - employees represented by another union that becomes certified for other employees of the Employer.

## **ARTICLE 2 – Interpretation**

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- 2.01 In this Agreement, the use of masculine terms shall also include the feminine and vice-versa.
- 2.02 Section “A” of this Agreement covers all full-time and part-time employees.
- 2.03 Part-time employees are also covered by Sections “C” and “D” of this Agreement to the extent specifically indicated therein.
- 2.04 Full-time employees are also covered by Sections “B” and “D” of this Agreement to the extent specifically indicated therein.

## **ARTICLE 3 – Management Rights**

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The Union agrees that the Employer has the exclusive right and power to manage its business, to direct the staff and to suspend, discharge or discipline employees for just and sufficient cause, to hire, promote, demote, transfer or lay off employees, to establish and maintain reasonable rules and regulations covering the operation of the store provided however, that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set out herein.

It is agreed that the direction of the staff shall be at the discretion of the Employer within the terms of this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

#### **ARTICLE 4 – Union Shop and Union Dues Deduction**

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The Employer agrees to retain in its employ within the bargaining unit as outlined in Article 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union provided the non members, whether part- or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.

The Employer agrees to provide each new employee at the time of hiring with a form letter to the employee outlining his or her responsibility in regard to Union membership under this Agreement and to provide the Union in writing with the name and address of each new employee along with the employee's date of hire. The Employer will have new employees sign the check-off and Union membership application upon successful completion of training/orientation. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.

The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, Union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct Union dues from the wages of all new employees.

Monies deducted during any month shall be forwarded by the Employer to the Secretary Treasurer of the Union not later than the tenth (10<sup>th</sup>) 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 (4) week basis showing the amount deducted each week, the purpose and the total amount deducted during the month or four week period, as well as the store number 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 5 – Union Decal**

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The Employer agrees to display the official Union decal of the United Food and Commercial Workers Union, Local 1518 in a location where it can be seen by customers.

## ARTICLE 6 – Union Representatives and Shop Stewards

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### 6.01 Shop Steward's Recognition

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.

The Employer agrees to recognize Shop Stewards and Alternate Shop Stewards for the purpose of overseeing the implementation of the terms of the Collective Agreement and for presenting complaints and grievances to the designated management of the store.

The Employer agrees to recognize Union Shop Stewards on the following basis:

1. Where there are less than forty (40) employees in the store:
  - a minimum of one (1) Shop Steward.
2. Where there are forty (40) or more employees in the store:
  - two (2) Shop Stewards and one (1) additional Shop Steward for every one hundred (100) employees thereafter.
3. Alternate Shop Stewards will be recognized in the store when the Shop Steward is absent. The Union shall inform the Employer in writing of the Alternate Shop Stewards.

The Employer and the Union agree that Shop Stewards play a useful role in Employer-Employee relations.

When a Shop Steward is investigating a grievance or a complaint on Employer time, the Steward must first obtain permission from his/her Department Manager, Store Manager or Store Manager designate. Such permission will not be unreasonably denied.

The Employer agrees to allow Shop Stewards time to meet with new employees on Company time within thirty (30) days of their first day of employment.

The Shop Steward and, in the absence of the Shop Steward, another member of the bargaining unit of the employee's choice shall be present when a 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.

### 6.02 Store Visits of Union Representatives

Duly authorized Representatives of the Union shall be entitled to visit the store for the purpose of observing working conditions, interviewing members, unsigned employees and to ensure that the terms of the Collective Agreement are being observed.

The interview of an employee by a Union Representative shall be permitted after notifying the Store Manager or whoever is in charge and shall be:

- A. carried out in a place in the store designated by Management;

- B. held whenever possible during the lunch period; however, if this not practical,
- C. during regular working hour. Time taken for such an interview in excess of five (5) minutes shall not be on the Employer time, unless with the approval of Management.
- D. held at such times and locations as will not interfere with service to the public.

Union Representatives shall be permitted to check employee time records including work schedules and, in the event of any discrepancies, they shall be presented under the grievance procedure of this Agreement. It is understood the Union Representative may attempt to resolve problems through the Store Management prior to invoking the grievance procedure.

### 6.03 Union Business

The Employer agrees that employees chosen to attend to Union business in connection with conventions, conferences, seminars or Union negotiations shall be given time off up to seven (7) days. One (1) employee from the store may attend such Union business at any given time.

The Union shall notify the Employer at least two (2) weeks in advance of the commencement of all such Leaves of Absence.

Upon at least two (2) weeks' notice the Employer shall grant a Leave of Absence for purposes of Union business to one (1) employee for up to six (6) months' Leave of Absence without review and a further six (6) months by mutual agreement.

Time off for Union business, as requested in writing by the Union, shall be considered as time worked for all purposes of the Collective Bargaining Agreement (except for time in excess of eight (8) hours on each day while off on Union business) and shall be calculated as an accumulation of hours for the Employer and the Union on a weekly basis.

The parties further agree that the rate of compensation for time off of more than seven (7) days shall be reimbursed by the Union to the Employer as follows:

- eight (8) days to thirty (30) days wages plus twenty percent (20%)
- thirty-one (31) days to sixty (60) days wages plus thirty percent (30%)
- sixty-one (61) days or more wages plus forty percent (40%)

Negotiating committee members will be exempt from the above calculations, restrictions and reimbursement formula while involved in the collective bargaining process. Leave of Absence and reimbursement procedures for negotiating committee members will be in accordance with the past practices of the parties to the Safeway Agreement.

The limitations described above are affirmed, except that the limit of one employee per store does not apply where the Union requires more than one Executive Board member from a store.



#### 6.04 Provincial Conference

In the event the Union should call a Provincial Conference, time off for Union business shall be granted according to the following formula:

- A. One (1) employee from the store shall be granted time off.
- B. Forty (40) or more employees in the store
  - two (2) employees shall be granted time off.
- C. One hundred (100) or more employees in the store
  - three (3) employees shall be granted time off.

The Employer shall be given at least three (3) weeks' notice of such conference.

The Employer will bill the Union and the Union will reimburse the Employer for wages paid to the employee and health and welfare and pension contributions made on the employee's behalf during such absence.

#### 6.05 Joint Labour Management Meetings

The purpose of the Joint Labour Management Meeting (JLM) is to encourage open and candid discussion on topics and issues that arise at store level, so that Shop Stewards and Management can work collaboratively to find solutions that can be implemented in a timely manner.

Meetings will take place quarterly and will include a minimum of one (1) Shop Steward who will be scheduled to attend the meeting, along with the Store Manager.

#### 6.06 Discipline Interview

Where an employee attends an interview with the Employer for the purpose of receiving a formal discipline report, for a security interview or when the employee feels there is a violation of section 6.07 (Intimidation), then the employee shall have the right to a witness of his or her choice.

If during any other private corrective interview with the Employer it is determined that there will be a discipline report on the employee's record, the interview shall be temporarily suspended so that the employee may call in a witness of his or her choice.

The Shop Steward will be involved in meetings or discussions with employees which will result in discipline, wherever possible. The nature of this involvement should include briefing the Shop Steward in advance. Where a Shop Steward is not on duty and discipline must proceed, the same practices should be followed with a designated witness. However, a concerted effort shall be made to include a Shop Steward in these matters, wherever possible.

It is understood that the witness in a security or harassment interview is an observer and not a participant.

A copy of all formal notices of discipline (i.e., written warnings, suspensions and discharges) shall be given to the Union Office and to the Shop Steward.

#### 6.07 Intimidation

No employee shall be discharged or discriminated against for any lawful Union activity, or for serving on a Union committee outside of business hours or for reporting to the Union the violation of any provision of this Agreement.

If an employee walks off the job and alleges Management has deliberately coerced or intimidated him or her into doing so, the matter shall be considered under the grievance procedure and, if such allegations are proved to be true, then the employee shall be considered not to have resigned. Such grievances must be filed no later than five (5) days after the incident that gave rise to the situation.

This is not to be construed to restrict Management personnel from reprimanding an employee as required by his or her position to maintain the proper operation of the store.

### **ARTICLE 7 – No Discrimination**

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There shall be no discrimination by the Employer or the Union against any employee because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, as defined in the *Human Rights Code* (British Columbia).

### **ARTICLE 8 – No Strike, No Lock-Out**

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There will be no strike or lock-out during the term of this Agreement.

### **ARTICLE 9 – Picket Lines**

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The Employer agrees that, in the event of a legal picket line established by another trade union at the store(s), the Employer will in no way require or force members to report to work behind such a picket line. Nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at his or her place of work.

### **ARTICLE 10 – Grievance Procedure**

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10.01 It is the mutual desire of the parties hereto that grievances shall be addressed as quickly as possible without any interference to Employer operations or stoppage of work.

10.02 A grievance shall be defined as a complaint regarding the meaning, interpretation, application or alleged violation of this Agreement, or in the case of a non-probationary employee, a complaint that he/she has been discharged or disciplined without just cause.

10.03 A grievance must be processed within the time limits specified herein, unless the Union and the Employer have mutually agreed in writing to extend the time limits to a fixed date. Where a grievance is not submitted or advanced within the time limits specified herein, or such time limit as is mutually agreed to by the Union and the Employer in writing, such grievance shall be deemed to have been abandoned and further recourse to the grievance procedure or to arbitration shall be forfeited and waived.

10.04 Any employee, the Union or the Employer may present a grievance at Step 1 within seven (7) days following the event giving rise to such grievance. Any grievance which is not presented within seven (7) days following the event giving rise to such grievance shall be forfeited and waived by the aggrieved party.

10.05 The procedure for adjustment of a grievance by an employee shall be as follows:

Step 1 The employee or the steward shall notify the employee's immediate manager and/or Store Owner/Manager of the grievance within seven (7) days following the event giving rise to such grievance, and a discussion shall thereafter occur between the employee, the Steward and the employee's immediate Manager and/or Store Owner/Manager.

The employee's immediate Manager or Store Owner/Manager shall reply within seven (7) days following the discussion and failing a satisfactory settlement, then:

Step 2 The employee may submit a written grievance to the Store Owner/Manager within seven (7) days following receipt of the reply of the employee's immediate Manager or Store Owner/Manager at Step 1.

The Store Owner/Manager shall reply in writing within seven (7) days following receipt of the written grievance and failing a satisfactory settlement, then:

Step 3 The full-time Union representative may request a meeting with the Store Owner/Manager within seven (7) days following the reply of the Store Owner/Manager at Step 2.

The Store Owner/Manager shall reply in writing within seven (7) days following the meeting and failing a satisfactory settlement then the matter may be referred to arbitration subject to and in accordance with Article 11.

A grievance can be submitted to arbitration only within seven (7) days following receipt of the Employer's Step 3 reply. Any unresolved grievance not submitted to arbitration within seven (7) days shall be deemed to have been abandoned and recourse to arbitration shall be forfeited and waived.

10.06 A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of this Agreement shall be initiated by either the Employer or the Union at Step 3 of the grievance procedure within seven (7) days after the event or circumstance giving rise to such policy grievance.

10.07 In the event a non-probationary employee claims he/she has been suspended or discharged without just cause or a probationary employee claims he/she has been discharged for a reason contrary to the *Human Rights Code* (British Columbia), such employee shall submit a written grievance at Step 2 of the grievance procedure within five (5) days after being notified by the Employer of his/her suspension or discharge.

## **ARTICLE 11 – Arbitration**

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### Arbitration

Grievances which are not resolved shall be heard by a single Arbitrator.

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Employer and the Union shall select the Arbitrator. In the event of failure to agree on an Arbitrator within the ten (10) day period specified, the Minister of Labour of British Columbia shall be immediately requested to name an Arbitrator.

Within five (5) days of appointment, the Arbitrator shall sit to consider the matter in dispute and shall render a decision within fourteen (14) days after the first session. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.

No person shall serve as Arbitrator who is involved or directly interested in the controversy under consideration. Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue.

In reaching its 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. The fees and expenses of the Arbitrator shall be borne equally by the Employer and the Union unless otherwise provided by law.

The findings and decision of the Arbitrator shall be binding and enforceable on all parties.

In the case of discharge which the Arbitrator has determined to have been for an improper cause, the Arbitrator shall order the reinstatement of the employee and shall award him or her full or part back pay.

## **ARTICLE 12 – Health and Safety**

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The Employer has the primary 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, providing the Union with the details of the Employer's Violence in the Workplace "Prevention and Response Program". The Union will be provided with applicable incident reports and recommendations flowing from any incident.

The employees agree to cooperate with the Employer in maintaining and improving safe working conditions and good housekeeping of the store and in caring for equipment, machinery and property.

The Employer shall make provisions for the health and safety of its employees, during working hours, in accordance with the *Workers Compensation Act* (British Columbia).

12.01 Store Health and Safety Committee

The Employer agrees to have a health and safety committee consisting of two (2) employees and two (2) management representatives.

12.02 Provincial Health and Safety Committee and Training

The parties agree to establish a Provincial Health and Safety Committee of three (3) representatives from the Union and three (3) representatives from the Employer.

The Committee shall meet quarterly to:

- a) Establish and implement health and safety policy.
- b) Discuss and decide issues arising from unresolved work site committee recommendations.
- c) Assist with and ensure compliance with WorkSafe B.C. Regulations.
- d) Assist with and ensure compliance with First Aid Attendant requirements within WSBC regulations. Additionally, the Committee shall explore methods through which First Aid coverage could be extended beyond the minimum regulatory requirements. It is understood and agreed that changes arising from such discussions may be implemented only where the parties have mutually agreed to do so.
- e) Proactively develop and implement Employer/Union ergonomics programs.
- f) Proactively address environmental workplace conditions in compliance with WSBC regulations.
- g) Establish and implement ergonomic training for committee members and employees at risk of M.S.I. (muscular strain injury).

In the event of disagreement, and when there is no consensus of the committee members, the issue(s) may be referred to an independent third party chosen by mutual agreement of the parties, who shall recommend reasonable solutions to be implemented by the committee.

In an effort to strengthen the effectiveness of our store joint committees, the parties shall jointly develop and facilitate eight (8) hours of annual training and education which satisfies the Education Leave requirement in the *Workers Compensation Act*. An employee may opt out of the joint training session but only if the employee is taking another recognized training program. In addition, the Provincial Committee shall explore the concept of a onetime joint regional training project which could be implemented within the lifetime of the Collective Agreement.

12.03 Safety Clothing and Protective Equipment

All safety clothing and protective equipment (excluding safety footwear but including rubber safety boots) required for the protection of employees, or as required by the Employer, or as per WCB orders of the Employer, shall be provided for and maintained by the Employer.

All part-time employees with a minimum of two (2) years' service that are required by the Employer to purchase and use safety footwear will be reimbursed thirty dollars (\$30.00) upon presentation of a receipt. This reimbursement is on a one-time basis during the life of the Agreement. Fulltime employees will be entitled to reimbursement of thirty dollars (\$30) twice during the life of this Collective Agreement upon presentation of a receipt. Safety shoes must be entirely black in colour and must be Canadian Standards Approved (CSA).

12.04 First Aid Training

Employees' first aid training courses will be paid for by the Employer and scheduled on a paid work day.

12.05 First Aid Kits

First Aid Kits shall be provided and maintained in the store.

12.06 UFCW HSE Training Fund

The Employer agrees to contribute six cents (\$0.06) per hour for every hour worked by members of the UFCW Local 1518 to the United Food and Commercial Workers, Local 1518, Health, Safety and Education Training Fund.

Employer contributions shall increase by one cent (\$0.01) per hour on December 31, 2019 and increase a further one cent (\$0.01) on December 30, 2020 and each year thereafter on the last Sunday of the year.

12.07 Maintenance of Adequate Heating Facilities

The Employer agrees to maintain adequate heating facilities in each store. Furthermore, the Employer shall follow the guidelines for temperature control, including absolute minimum and maximum temperatures as required by the government and/or WCB regulations for the parcel pickup areas.

12.08 Work Loads

If an employee believes the amount of work he or she is required to perform is excessive over what is required from the rest of the staff and it will result in an occupational accident or occupational injury to him or her, the question shall be referred to Article 10 of this Agreement.

## **ARTICLE 13 – General**

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13.01 The Employer agrees to allow the Union to install a notice board in a location of the Employer's choosing at the Union's expense for the purpose of posting notices by the Union, and the Union will be responsible for all maintenance and repair of the board. Any notice posted on the board must first be approved by the Store Owner/Manager, which approval shall not be unreasonably withheld, and must not be in any way derogatory to the Employer, its management, suppliers or customers.

13.02 There shall be no distribution by employees or the Union of pamphlets, advertising, or political matter, Union cards or any other kind of Union related literature upon the Employer's property or upon employee's time.

- 13.03 Restrooms and a lunchroom shall be provided. The employees shall cooperate with the Employer in keeping the restrooms and lunchroom in a clean and sanitary condition.
- 13.04 Should the Employer decide to create any new job classification(s) during the term of this Agreement, the Employer will set the rate of pay for such classification(s) following consultation with the Union. Should the wage rate set by the Employer not be agreeable to the Union, the Union may file a grievance in accordance with Article 10 and submit the matter to arbitration in accordance with Article 11.
- 13.05 Product Demonstrations
- (a) If product demonstrations or tasting events are held, the Representatives of suppliers or firms specializing in this area or even staff hired by the Employer are authorized to handle the merchandise being demonstrated or tasted and to hand out samples.
  - (b) The Representatives demonstrating their products may verify their product codes and remove any shelved merchandise that is expired or damaged.
- 13.06 The Sobeys Representatives (Specialists, Managers, Director Operations, and other) may carry out all work related to their duties.
- 13.07 In the event that the Store is renovated or remodelled or that changes are made to the inventory or Store layout, no restriction shall be placed on the work carried out by the Representatives of Suppliers or firms specializing in this area.
- 13.08 Vendor Stocking
- (a) The Representatives of Companies that supply bread and/or other baked goods, beer, wine, liquors, soft drinks and water, chips/salty snacks and similar-type products, nuts and candies, non-food products, natural products or other direct delivery products, may move their product throughout the Store (including the backroom) and place it on or remove it from the shelves.
  - (b) The Representatives of Suppliers may set up displays.
- 13.09 The Representatives of a Catering Service may prepare their recipes and cook the products intended for the Prepared Foods Department.
- 13.10 Cleaning of the Store and its equipment as well as the general repairs performed in the Store and on its equipment may be carried out by persons excluded from the bargaining unit.
- 13.11 It is recognized that the Employer may decide from time to time to engage Service-providers on an ongoing basis to operate kiosks or provide services within the Employer's stores. These Providers may in some cases provide services in the store, such as fresh-meat or fresh fish counters that were formerly provided by employees of FreshCo; in other cases the services may be new to the store entirely.

It is understood that in all cases employees provided by the Service providers to operate these kiosks or provide services in the store are not, either directly or indirectly, employees of FreshCo, and are not covered by the FreshCo Collective Agreement.

## ARTICLE 14 – Leave of Absence

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### 14.01 Jury and Witness Duty

An employee summoned to Jury Duty or Witness Duty, where subpoenaed in a court of law; or where subpoenaed to an Arbitration Hearing or Labour Board Hearing by the Employer; shall be paid wages amounting to the difference paid them for their services and the amount they would have earned had they worked on such days. Employees performing the said service shall furnish the Employer with such Statements of Earnings as the courts may supply.

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 normal shift remains to be worked. Total hours on Jury Duty or Witness Duty and actual work on the job in the store in one (1) day shall not exceed eight (8) hours for purposes of establishing the basic workday. Any time worked in the store in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the Collective Agreement.

Once the work schedule has been posted, the schedule cannot be changed to circumvent this clause.

### 14.02 Pregnancy Leave

- a) An employee who is pregnant shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) weeks, up to eleven (11) weeks prior to the expected delivery date and at least six (6) weeks after the actual delivery date. The employee may choose to delay the commencement of pregnancy leave, provided she is medically fit to perform the full range of duties of her position. This will not affect the employee's entitlement to pregnancy leave.
- b) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (a) or (b).
- d) All such requests must be submitted in writing at least two (2) weeks prior to the day the employee proposes to begin their leave.
- e) In addition to the pregnancy leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.
- f) An employee requesting a shorter period than six (6) weeks after the actual birth to return to work must provide written notice to the Employer of not less than one (1) week before the date the employee proposes to return to work, and if required by the Employer, be accompanied by a physician's medical certificate stating the employee is able to return to work.
- g) Benefit entitlement for the above leaves shall be as required by the *Employment Standards Act*.



#### 14.03 Parental Leave

- a) An employee who requests parental leave under this Section has the following entitlement:
- (i) For a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Section 15.02 up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section 15.02.
  - (ii) For a birth mother who does not take a leave under Section 15.02 in relation to the birth of a child – up to thirty-seven (37) weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.
  - (iii) For a birth father – up to thirty-seven (37) weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks of that event.
  - (iv) For an adopting parent – up to thirty-seven (37) weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- b) If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a) above.
- c) The employee is required to give the Employer four (4) weeks' advance notice in writing of their intent to take a leave under subsection (a) (i), (ii) or (iii). The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- d) Benefit entitlement for the above leaves shall be as required in the *Employment Standards Act*.

#### 14.04 Paternity Leave

Employees about to become fathers or co-parents shall be entitled to an unpaid leave of absence of up to five (5) days at the time of the birth of their child or children, or the adoption of a preschool child or children. Employees may use unpaid leave or one (1) weeks' vacation at their option.

#### 14.05 Funeral/Bereavement Leave

Employees shall be granted time off from work, with pay, to a maximum of five (5) consecutive scheduled work days for the death of a spouse, parent, or child.

Employees shall be granted time off from work with pay, to a maximum of three (3) consecutive scheduled work days, in the event of death of a brother or sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, stepparents, stepchild, and grandchild, or any relative living in the household of the employee.

The days of leave provided for in this section will be paid, provided that they are taken consecutively and include the day of the funeral and provided that they correspond to scheduled days of work for the employee.

The employee may split their entitled time off between bereavement and time of the service.

An employee's day off will not be altered to circumvent funeral leave benefit. This leave may be extended for up to five (5) working days by using vacation time, unpaid leave, or A.T.O. if applicable.

Employees may request up to five (5) working days of vacation time, unpaid leave, or A.T.O. if applicable, for time off in the event of death of other family members not listed above.

#### 14.06 Leave of Absence without Pay

- a) Any request for a leave of absence without pay for valid personal reasons must be made by the employee in writing to the Store Manager.

When an employee is unable to submit his or her request for leave fifteen (15) days before the start of the period of leave, he or she must do so as soon as possible.

Such a request must include the following employee details including the reason for request, and start date and end date of the requested period of leave.

- b) Scheduling vacation time shall take precedence over the granting of a leave of absence.
- c) The Store Manager or designate shall accept or deny the employee's request for leave in writing, within one (1) week after receiving the request. Any and all requests shall not be unreasonably denied, provided there is another employee available in the department who is capable of doing the required work.
- d) Any leave of absence request shall be limited to a maximum of one (1) year at a time.

#### 14.07 Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibility related to:

- a) The care, health or education of a child in the employee's care; or
- b) The care or health of any other member of the employee's immediate family.

#### 14.08 Military Leave

An employee who is a member of the Canadian Armed Forces, including the Primary Reserve, and who is part of an operational deployment will, upon two (2) weeks' notice where possible, be granted a leave of absence without loss of seniority. Employees may be required to provide documentation to support the leave request.

#### 14.09 Domestic Violence Leave

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance and performance at work.

Domestic violence can be any form of violence between intimate partners. The violence can be physical, sexual, emotional, or psychological abuse – including financial control, stalking, and harassment. It occurs between mixed or same-sex intimate partners, who may or may not be married, common law, or living together. It can also continue to happen after a relationship has ended. It can be a single act of violence, or a number of acts of violence, that form a pattern of abuse.

The Employer and the Union agree that once there is verification confirmed by a written note by a recognized professional (i.e., doctor, lawyer, registered counselor), an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance can be linked to the abusive or violent situation.

Workers experiencing domestic violence will be able to access one (1) day of paid leave for attendance at medical appointments, legal proceedings, and any other necessary activities. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day, without prior approval.

The Employer agrees that requests for sick leave, vacation, and any other paid leaves of absence submitted by employees in order for them to deal with issues related to domestic violence shall not be unreasonably denied.

The Employer further agrees that requests for unpaid leaves of absence submitted by employees in order to deal with issues related to domestic violence shall not be unreasonably denied.

#### 14.10 Sick Leave

Full-time employees shall be entitled to three (3) sick days per calendar year, accumulated on the basis of one-half (1/2) day every two (2) months. Employees shall have the opportunity to utilize these hours by the end of the following calendar year. Paid sick days will be based on the employee's previous thirteen (13) week average hours worked.

## **ARTICLE 15 – Seniority**

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Seniority shall mean length of continuous service with the Employer.

Continuous service shall include all authorized leaves from work pursuant to the Collective Agreement including vacations, accident/illness and Leaves of Absence.

Where two (2) or more employees commence work on the same date their seniority shall be determined at the end of sixty (60) days. At the end of the sixty (60) day period, the seniority dates will be sent to the Union office.

The Employer agrees to furnish to the Union on or by June 1<sup>st</sup> of each year a current seniority list.

## ARTICLE 16 – Hours of Work and Overtime

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- 16.01 The following paragraphs and sections are intended to define the normal hours of work as may be scheduled by the Employer, and shall not be construed as a guarantee of or a limitation upon the hours of work per day or per week or days of work per week.
- 16.02 There will be a minimum of eight (8) hours between the time a fulltime employee concludes one (1) shift and commences the next shift.
- 16.03 The Employer shall provide a time recording device in the store by which an employee shall record hours worked as required by the Employer at the beginning and at the end of any work shift and at the beginning and at the end of any meal period during that work shift. Employees shall not punch in until they are in proper work attire and ready to work.
- 16.04 Abuse of lunch periods and rest periods shall not be permitted. Employees shall be at their respective work stations ready to begin work at the time their shift starts and except for the time spent away from work for lunch periods and rest periods, employees shall not quit work until the time their shift ends.
- 16.05 A work schedule for the employees in the bargaining unit shall be posted by Thursday noon for the following week.
- 16.06 All overtime must be authorized by the Store Owner/Manager or his/her designate.
- 16.07 The Union and employees agree that the requirements and efficiency of operations of the Employer will require overtime work periodically and that the employees will cooperate fully in this matter. As part of this:
- (a) unscheduled overtime shall be offered to employees at work in the department in which the unscheduled overtime is required in order of seniority, providing the employee possesses the qualifications, experience, skill and ability to efficiently perform the required work. If there are insufficient volunteers to perform the required overtime, then the Employer reserves the right to require employees to work the unscheduled overtime which will be assigned on a reverse seniority basis to the most junior employees immediately available to perform the overtime work who possess the qualifications, experience, skill and ability to efficiently perform the required work; and
  - (b) scheduled overtime shall be offered to employees in the department in which the scheduled overtime is required in order of seniority, providing the employee possesses the qualifications, experience, skill and ability to efficiently perform the required work. If there are insufficient volunteers to perform the required overtime, then the Employer reserves the right to require employees to work the scheduled overtime which will be assigned on a reverse seniority basis to the most junior employees who possess the qualifications, experience, skill and ability to efficiently perform the required work.
- 16.08 When an employee is required to report for work and there is no work available for the employee in his/her regular classification, the employee will be given three (3) hours

work in some other classification or three (3) hours pay at his/her regular hourly rate, unless the employee was previously notified by the Employer not to report to work.

- 16.09 The Employer agrees that full-time employees shall not work split shifts unless mutually agreed to between the Employer and the employee.
- 16.10 Overtime will be paid at the rate of time and one-half (1½) for all hours worked in excess of eight (8) hours in a day or forty (40) hours in the week.
- 16.11 Payment of wages shall be made on a bi-weekly basis by direct deposit. In the event the Employer changes its pay cycles, it will notify the Union at least two (2) months in advance of such changes being made.

### **ARTICLE 17 – Meal and Rest Periods**

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- 17.01 Employees working a shift of seven (7) or more hours shall be entitled to an unpaid meal period. Meal periods shall be thirty (30) minutes in duration.
- 17.02 Employees shall receive one (1) paid fifteen (15) minute rest period for each four (4) hours worked (i.e., work eight (8) hours and receive two (2) paid fifteen (15) minute rest periods).

### **ARTICLE 18 – Wearing Apparel**

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Special clothing such as parkas are to be supplied and maintained by the Employer where required as determined by the Employer.

The Employer agrees to provide one (1) uniform shirt to each employee at the point of hire who is required by the Employer to wear a uniform shirt. Every September all employees who are required by the Employer to wear a uniform shirt with a minimum of one (1) year of service may request and receive one (1) additional shirt as long as the employee remains actively employed. Employees are required to maintain their shirts in a clean and presentable condition. Any additional shirts required by the employee can be purchased from the Employer. Shirts will be available in appropriate sizes.

### **ARTICLE 19 – Statutory Holidays**

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- 19.01 Work may be performed and the store may remain open at the discretion of the Employer on the following holidays:

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

- 19.02 In order for an employee to receive holiday pay he/she must:

- (a) have worked his/her entire last scheduled shift immediately preceding the holiday and his/her entire first scheduled shift immediately following the holiday, except where the employee is absent due to illness or injury and the employee provides to the Employer a doctor's certificate satisfactory to the Employer; and
- (b) have reported for work after having been called to work on the day of the holiday, except where the employee is absent due to illness or injury and the employee provides to the Employer a doctor's certificate satisfactory to the Employer.

19.03 If an employee is required to work on any of the holidays set out in Section 19.01 above, he/she shall receive one and one-half (1½) times his/her regular rate for all hours worked.

## **ARTICLE 20 – Expiration and Renewal**

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20.01 This Agreement shall come into effect on **January 1, 2019** and shall remain in effect up to and including **December 31, 2023**.

20.02 Wage Reopener

The parties agree that 60 days prior to **December 31, 2022** of the Collective Agreement, wage rate negotiations for the remaining one (1) year of the Collective Agreement shall commence.

These negotiations shall be limited to wages only and/or other matters agreed between the parties. In the event the parties are unable to satisfactorily conclude such negotiations, there shall be no strike or lockout and if the parties are unable to agree on what, if any, changes occur, the parties shall resolve their dispute through binding interest arbitration.

The parties will agree to the appointment of the interest arbitrator. In no agreement is reached by the parties within fourteen (14) days, the interest arbitrator is to be selected by the Chair of the British Columbia Labour Relations Board.

20.03 A party wishing to revise or terminate this Agreement shall notify the other party in writing not less than thirty (30) and not more than ninety (90) days prior to the expiry date hereof and on delivery of such notice the parties shall, within fifteen (15) days or such later time as may be mutually agreed, commence negotiations. During the period of such negotiations, this Agreement shall remain in full force and effect. If notice is not given as above, this Agreement shall automatically be renewed from year to year thereafter unless notice is given in accordance with this Article.

## SECTION B – FULL-TIME EMPLOYEES

### ARTICLE 21 – Hours of Work and Overtime

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- 21.01 The normal work week for full-time employees shall consist of forty (40) hours per week on the basis of five (5) eight (8) hour shifts.
- 21.02 Employees designated as Night Crew will receive a premium of seventy-five cents (\$0.75) per hour. Night Crew will be scheduled between 8:00 p.m. and 9:00 a.m. For clarity, a Night Crew employee's entire shift will fall between these hours.
- 21.03 A full time employee designated by the Employer to lead the night crew shall receive a premium of seventy-five cents (\$0.75) per hour worked.
- 21.04 Any non-night crew full time employee who works beyond 11:00 p.m. shall be paid a seventy-five cent (\$0.75) per hour premium for all hours worked from 11 p.m. onward. The premium does not apply to employees who commence their work shift from 5:00 a.m. and onward the next day.
- 21.05 The Employer shall retain a copy of the work schedule for a four (4) month period. A full-time Union Representative shall be permitted to review the work schedules with the Store Owner/Manager in an effort to resolve any complaint.

### ARTICLE 22 – Probation

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A full-time employee shall be considered a probationary employee until he/she has worked a total of five hundred (500) hours and during this period the employee shall have no seniority rights. It is expressly understood by both parties that during the probationary period an employee shall be considered as being an employee on a trial basis and may be discharged at any time at the sole discretion of the Employer for any reason at the sole discretion of the Employer, provided such reason is not contrary to the *Human Rights Code* (British Columbia), and such discharge shall not be the subject of a grievance and/or arbitration pursuant to this Agreement.

### ARTICLE 23 – Seniority

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- 23.01 Seniority for each full-time employee is based upon the length of continuous fulltime employment with the Employer in the store since the employee's most recent date of hire.
- 23.02 The Employer agrees to furnish to the Union on or by June 1<sup>st</sup> of each year a current full-time seniority list.

## **ARTICLE 24 – Layoff and Recall**

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- 24.01 In determining which employees are to be laid off and recalled from lay off, the Employer shall retain employees with the greatest seniority in the Department provided they have the qualifications, experience, skill and ability to efficiently perform the work required and that they are available to work during the hours that are required by the Employer.
- 24.02 Any full-time employee who is laid off, or required by the Employer to revert to part-time status, will have recall rights to full-time status for a period of eighteen (18) months or the length of his seniority, whichever is the lesser, but in no event, less than a six (6) month period. The employee will be credited with his/her full seniority and will be paid the part-time rate of pay in accordance with his/her seniority.

## **ARTICLE 25 – Jury Duty**

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- 25.01 When a full-time employee is summoned, and reports, for jury duty, he/she will be paid his/her regular hourly rate of pay for the number of hours he/she was scheduled to work during the period he/she serves as a juror, to a maximum of ten (10) shifts, less the amount he/she is paid to serve as a juror, provided that the employee immediately reports to work if the employee is excused from jury duty for the rest of the day or days, notifies the Employer of the date on which he/she will be released from jury duty immediately after such information is provided to the employee and reports for work on his/her first scheduled shift immediately following his/her release. Such compensation shall not be considered as payment for time worked.
- 25.02 The claim of an employee shall be verified by presentation of the cheque from the Court; however, no payments shall be made for any hour for which the employee received compensation from the Employer for any other reason.
- 25.03 An employee appearing as a witness to a court proceeding on behalf of the Employer will be paid a minimum of three (3) hours at their regular hourly rate of pay, and such compensation shall not be considered as payment for time worked.
- 25.04 The employee's scheduled day off will not be changed as a result of attending court on the Employer's behalf.

## **ARTICLE 26 – Vacation**

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- 26.01 Annual vacation entitlement for full-time employees based on years of continuous full-time employment with the Employer since his/her most recent date of hire will be as follows:

One (1) or more years by May 1<sup>st</sup> – two (2) weeks' vacation with pay, except that vacation pay for any full-time employee off work for one (1) month or more in a calendar year shall be based on four percent (4%) of their annual earnings in the immediately preceding calendar year.



Five (5) or more years by May 1<sup>st</sup> – three (3) weeks' vacation with pay, except that vacation pay for any full-time employee off work for one (1) month or more in a calendar year shall be based on six percent (6%) of their annual earnings in the immediately preceding calendar year.

Ten (10) or more years by May 1<sup>st</sup> – four (4) weeks' vacation with pay, except that vacation pay for any full-time employee off work for one (1) month or more in a calendar year shall be based on eight percent (8%) of their annual earnings in the immediately preceding calendar year.

Eighteen (18) or more years by May 1<sup>st</sup> – five (5) weeks' vacation with pay, except that vacation pay for any full-time employee off work for one (1) month or more in a calendar year shall be based on ten percent (10%) of their annual earnings in the immediately preceding calendar year.

Vacation entitlement will be paid at the employee's regular hourly rate of pay.

- 26.02 When a holiday occurs during an employee's vacation, an extra day's vacation pay will be paid if the holiday is one for which the employee would have received pay had he/she been working.
- 26.03 All vacation entitlement must be taken in that vacation year and shall not be carried over to the next vacation year. Vacation pay shall be paid to the employee when the employee goes on vacation.
- 26.04 In scheduling vacations the Employer will consider the proper and efficient operation of the business.
- 26.05 The Employer shall post on the notice board a suitable form for fulltime employees to indicate their preferred vacation dates in accordance with their seniority. This form shall be posted by the Employer no later than April 1<sup>st</sup> of the calendar year and must be completed by employees prior to May 1<sup>st</sup>. The Employer will then determine the vacation schedule, which determination will be based on the requirements and efficiency of operations and will take into consideration employee preferences as indicated on the form prior to May 1<sup>st</sup> and seniority. The vacation schedule will be posted by May 15<sup>th</sup> and will remain posted throughout the vacation period and employee vacations will not be changed unless mutually agreed to between the Employer and the employee.

Employees will be granted a maximum of two (2) weeks' vacation between May 1<sup>st</sup> and September 30<sup>th</sup>, unless otherwise mutually agreed between the Employer and the employee. No vacation will be allowed in the weeks in which Christmas and New Year's Day fall.

## **ARTICLE 27 – Bereavement**

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- 27.01 A full-time employee shall be granted up to three (3) consecutive days' leave of absence, with pay at the employee's regular rate of pay for any actual hours of work lost during such three (3) day period, in the event of a death in the immediate family. The term "immediate family" shall mean: spouse, parent, child, guardian, brother, sister, grandchild or grandparent, mother-in-law, father-in-law, daughter-in-law or son-in-law, or

any person who lives with an employee as a member of the employee's family. The first day of the said three (3) consecutive days' leave of absence shall be the day immediately following the death of the employee's immediate family member, or the day immediately following the day on which the employee was first notified of the death of his/her immediate family member.

- 27.02 Bereavement shall be paid on the basis of the employee's regular hourly rate of pay and the hours for which the employee was scheduled to work on the day(s) of the bereavement leave. Such compensation shall not be considered as payment for time worked.

## **ARTICLE 28 – Health and Welfare**

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The Employer agrees to make available to all full-time and eligible part-time employees its Health and Welfare program subject to and in accordance with the Group Insurance program as may be revised from time to time by the Employer or the insurer and as administered by the insurer. The Employer's responsibility under this Article is limited to making the Health and Welfare program plan available to eligible employees in accordance with the Employer's group insurance program. It is expressly acknowledged that the Employer has no liability for the failure or refusal of the insurance carrier(s) to honour a claim or to pay benefits to an employee and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances will the Employer be responsible for paying any benefits under the benefits plan or in any way relating to this Article and in all respects the benefits shall be administered in accordance with the rules and regulations of the plan or plans obtained by the Employer, said plan or plans not forming part of this Agreement and not being subject to the grievance procedure or arbitration.

## **ARTICLE 29 – Statutory Holidays**

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- 29.01 On weeks in which one (1) holiday as listed in Article 19.01 occurs, the work week will be reduced by eight (8) hours for full-time employees.
- 29.02 On weeks in which two (2) holidays as listed in Article 19.01 occur, the work week will be reduced by sixteen (16) hours for full-time employees.
- 29.03 Holiday pay for eligible full-time employees will be computed on the basis of eight (8) hours per holiday.

## SECTION C – PART-TIME EMPLOYEES

### ARTICLE 30 – Probation

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A part-time employee shall be considered a probationary employee until he/she has worked a total of five hundred hours (500) or has been employed for more than one (1) year, whichever comes first, and during this period he/she shall have no seniority rights.

### ARTICLE 31 – Seniority

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- 31.01 Seniority for a part-time employee is based upon the length of continuous employment with the Employer in the store since the employee's most recent date of hire. In all matters full-time employees will be deemed senior to part-time employees.
- 31.02 A part-time employee who becomes a full-time employee will be credited with half his/her part-time seniority to a maximum of one (1) year.

### ARTICLE 32 – Hours of Work

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- 32.01 The normal work week for part-time employees shall not be more than thirty-two (32) hours per week. Part-time employees may work in excess of thirty-two (32) hours per week at the Store Owner/Manager's discretion based on the requirements and efficiency of operations and, in addition, in the following circumstances:
- a) Where a full-time employee is absent due to illness, accident, jury duty or bereavement;
  - b) To cover for vacations for full-time employees;
  - c) Where a full-time employee is on a leave of absence;
  - d) From December 15<sup>th</sup> to January 3<sup>rd</sup>;
  - e) From June 1<sup>st</sup> to Labour Day; or
  - f) During seasonally busy periods (e.g. Thanksgiving, Easter).
- 32.02 (a) In the event that a part time employee works for more than thirty-two (32) hours in a given week for reasons other than as outlined in Article 32.01, they shall be paid a bonus of one dollar and fifty cents (\$1.50) per hour for all such hours worked in excess of thirty-two (32).
- (b) Part-time night crew employees who are scheduled to work more than thirty-two (32) in a week for reasons other than as outlined in Article 32.01 will receive a premium of one dollar and twentyfive cents (\$1.25) per hour for all hours worked in the week. Night crew employees are defined as employees who work exclusively night crew within a given week.

- 32.03 The Employer agrees to schedule part-time employees by seniority provided they have the qualifications, experience, skill and ability to efficiently perform the work required and that they are available to work during the hours that are required by the Employer. Preference in the available weekly hours of work shall be given to senior parttime employees within their department, insofar as this is consistent with their availability.
- 32.04 The Employer shall retain a copy of the work schedule for a four (4) week period. A full-time Union representative of the Union will be permitted to review the work schedule with the Store Owner/Manager or his/her designate in an effort to resolve any complaints. In the event the Employer has to change the work schedule, the Employer will endeavour to provide as much notice as possible to the affected employee, unless the change is as a result of a circumstance outside of the Employer's control. Upon request, a copy of the work schedule shall be given to the steward.

### **ARTICLE 33 – Employee Advancement**

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- 33.01 When a full-time vacancy within the store occurs and the Company intends to fill it, the following procedure shall apply:
- a) The full-time vacancy will be posted within ten (10) working days of the Employer determining there is a full-time vacancy and once posted shall remain posted for ten (10) working days.
  - b) In selecting a candidate to fill a full-time vacancy which the Employer wishes to fill, the Employer shall select the most senior candidate in the department provided he/she has the skill, ability and qualifications to perform the work required. If there are no employees within the bargaining unit to fill the job, the Employer has the right to accept applicants from outside of the bargaining unit.
- 33.02 In the event a full-time employee's status is changed to part-time, the employee's part-time seniority date will be based on the length of his/her continuous full-time employment with the Employer in the store since the employee's most recent date of hire.

### **ARTICLE 34 – Vacation**

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- 34.01 Part-time employees shall receive vacation pay as follows, payable during the month of February, based on years of continuous employment with the Employer since his/her most recent date of hire:
- a) one (1) or more years by May 1<sup>st</sup> – four percent (4%) of their annual earnings in the immediately preceding calendar year;
  - b) five (5) or more years by May 1<sup>st</sup> – six percent (6%) of their annual earnings in the immediately preceding calendar year.
- 34.02 Upon written request of the employee at the time that the annual vacations are being scheduled, employees will be provided time off, without pay, for vacation purposes, to a

maximum of two (2) weeks between May 1<sup>st</sup> and September 30<sup>th</sup>, unless otherwise mutually agreed between the Employer and the employee. No vacation will be allowed in the weeks in which Christmas and New Year's Day fall.

- 34.03 Part-time employees who become full-time employees shall not be paid vacation pay twice for the same time period.

## **ARTICLE 35 – Jury Duty**

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- 35.01 When a part-time employee who has averaged sixteen (16) hours or more in the four (4) weeks preceding and who is summoned, and reports, for jury duty, he/she will be paid his/her regular hourly rate of pay for the number of hours he/she was scheduled to work during the period he/she serves as a juror, to a maximum of five (5) shifts, less the amount he/she is paid to serve as a juror, provided that the employee immediately reports to work if the employee is excused from jury duty for the rest of the day or days, notifies the Employer of the date on which he/she will be released from jury duty immediately after such information is provided to the employee and reports for work on his/her first scheduled shift immediately following his/her release. Such compensation shall not be considered as payment for time worked.
- 35.02 The claim of an employee shall be verified by presentation of the cheque from the Court; however, no payments shall be made for any hour for which the employee received compensation from the Employer for any other reason.
- 35.03 An employee appearing as a witness to a court proceeding on behalf of the Employer will be paid a minimum of three (3) hours at his/her regular hourly rate of pay and such compensation shall not be considered as payment for time worked.

## **ARTICLE 36 – Bereavement**

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- 36.01 A part-time employee averaging sixteen (16) hours or more per week in the four (4) weeks preceding the bereavement shall be granted up to three (3) consecutive days' leave of absence, with pay at the employee's regular rate of pay for any actual hours of work lost during such three (3) day period, in the event of a death in the immediate family. The term "immediate family" shall mean: spouse, parent, child, guardian, brother, sister, grandchild or grandparent, mother-in-law, father-in-law, daughter-in-law or son-in-law, or any person who lives with an employee as a member of the employee's family. The first day of the said three (3) consecutive days' leave of absence shall be the day immediately following the death of the employee's immediate family member, or the day immediately following the day on which the employee was first notified of the death of his/her immediate family member.
- 36.02 Bereavement shall be paid on the basis of the employee's regular hourly rate of pay and the hours for which the employee was scheduled to work on the day(s) of the bereavement leave. Such compensation shall not be considered as payment for time worked.

## **ARTICLE 37 – Availability**

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Part-time employees shall declare their availability three (3) times per year and shall be required to work according to their Declaration of Availability:

- 1) the last Sunday in December
- 2) the first Sunday in June
- 3) the third Sunday in August

New Schedules will be effective:

- 1) the first Sunday in January
- 2) the last Sunday in June
- 3) the first Sunday in September

In addition to the above, employees may increase their availability between November 15<sup>th</sup> and the end of the year.

The Employer may consider additional individual requests to change availability subject to business requirements as well as the current overall availability of the employees in the department.

All restricted part-time employees must be available to work during at least two (2) six (6) hour blocks, on two (2) separate days, consistent with shifts in their department.

The Employer will make “Declaration of Availability” forms readily available to part-time employees. Employees who require a change in availability will submit, in person, a completed form to the Employer and the employee will be given a signed copy of the form at the time of submission. Provided the request is submitted Saturday by noon, the change will be reflected at the earliest, on the schedule posted the following Friday.

New employees shall be required to complete a “Declaration of Availability” form on or before their first day of work. An employee must not restrict himself to the point that he/she is not available for normal scheduled shifts within the department.

## SECTION D – WAGES

### Wages for Full-Time Employees

	June 1, 2019	Nov 1, 2019	June 1, 2020	Nov 1, 2020	June 1, 2021	Nov 1, 2021	June 1, 2022	Nov 1, 2022
Start	13.85	13.85	14.60	14.60	15.20	15.20	15.20	15.20
6 months	14.05	14.05	14.60	14.65	15.25	15.25	15.50	15.50
12 months		14.25	14.60	14.70	15.30	15.35	15.60	15.60
18 months			15	14.75	15.35	15.50	15.70	15.70
24 months				15.25	15.40	15.80	15.80	15.80
30 months					16	16.00	16.00	16.00
36 months						16.60	16.60	16.60
42 months							17.60	17.60
48 months								18.80

### Wages for Part-Time Employees

Amount of Service	Pay
Start	Minimum Wage (MW)
3 months	MW + \$0.05
6 months	MW + \$0.10
9 months	MW + \$0.15
12 months	MW + \$0.20
15 months	MW + \$0.25
18 months	MW + \$0.30
24 months	MW + \$0.40
36 months	MW + \$0.50
42 months	MW + \$0.60

NOTE: I leave it to the parties to streamline the wage grid to deal with off-scale rates and increases.

## **ENHANCED SEVERANCE**

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In the event of a permanent discontinuance of the operations of a store covered by this Collective Agreement the affected employees will receive severance in the amount of 1.5 times their normal weekly earnings multiplied by their completed years of service to a maximum of fifty thousand dollars (\$50,000) in the case of a full-time employee and fifteen thousand dollars (\$15,000) in the case of a part-time employee.

This payment is deemed to be inclusive of any payments required by law and any obligations under the Collective Agreement.

Employees will generally be expected to remain in their employment up until the closure of the location. Special individual consideration for early departure may be made subject to the Employer's ability to continue the normal operation of the store.



## FRESHCO AND CHALO/FRESHCO CHALO CONVERSION

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1. This Memorandum of Agreement (MOA) covers Safeway stores converting to FreshCo and Chalo/FreshCo but not those Safeway stores which have already closed.
2. Employees employed at the time of store conversion who are active or who become active employees following maternity leave or when a medical claim is ended, will be entitled to exercise the following options. Grid B employees must be active for four (4) weeks to re-establish the hours base. Employees must inform the Employer of their election within two (2) weeks of the announcement of store conversion.
3. Voluntary Severance – for employees choosing to accept voluntary severance in the converting stores.

Full-Time and Part-Time [Grid A] – three (3) weeks' pay per year of service to a maximum of \$65,000.00 less statutory deductions

Part-Time [Grid B] –three (3) weeks' pay per year of service to a maximum of \$20,000.00 less statutory deductions

For the purpose of this MOA, the calculation of a Part-Time (Grid A or Grid B) week's pay shall be based on the previous fifty-two (52) weeks average hours or the average hours in the twelve (12) weeks prior to the conversion whichever is greater (to a maximum of twenty-eight (28) hours).

4. Buy down Option – a lump sum payment to current Safeway employees (excluding those covered by point #6 – Job Security) who elect to stay in a converted store and will be covered by the terms of the FreshCo and Chalo/FreshCo Collective Agreement.

Full-Time and Part-Time [Grid A] – two (2) weeks' pay per year to a maximum of \$30,000.00 less statutory deductions

Part-Time [Grid B] – two (2) weeks' pay per year to a maximum of \$10,000.00 less statutory deductions

For the purpose of this MOA, the calculation of a Part-Time (Grid A or Grid B) week's pay shall be based on the previous fifty-two (52) weeks average hours or the average hours in the twelve (12) weeks prior to the conversion whichever is greater (to a maximum of twenty-eight (28) hours).

Employees will slot into the FreshCo and Chalo/FreshCo Agreement at the rate of pay closest to their former Safeway rate of pay.

Having elected this option an employee shall not be permitted to transfer back to a Safeway store.

5. Job Security – Upon conversion, up to a maximum of twenty-five percent (25%) percent of the vacancies in a FreshCo and Chalo/FreshCo store may be filled by employees, by seniority, who will be allowed to maintain the following Safeway economic terms but will otherwise be covered by the terms of the FreshCo and Chalo/FreshCo Agreement:

- Hourly rate of pay and career hours (red circled)
- Health & Welfare benefits and pension
- Dental benefits
- Vacation (red circled at current number of weeks entitlement for the 2018 vacation year)
- ATO
- Seniority dates

NOTE: The terms above are subject to the outcome of the reopener in Appendix A. In the event that the above benefits are modified by that reopener, those modifications will apply to #5 Job Security.

The Employer shall have the exclusive right to determine the full-time and part-time staffing level for the FreshCo and Chalo/FreshCo location at the time of conversion. The assignment of those full-time and parttime jobs to those covered by the Job Security provision will be determined by seniority.

6. Transfer – transfer to another Safeway store as permitted by the relevant provisions of the current Safeway Collective Agreement.
7. The above options exclude Pharmacy staff at the conversion store.
8. The Employer maintains the right to determine the placement locations of Key Personnel who choose not to exercise the Voluntary Severance in #3 above.

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