

COLLECTIVE AGREEMENT

BETWEEN

BULKLEY VALLEY WHOLESAL

AND

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1518

Duration: July 31, 2014 – July 31, 2024

Reopener: [August 1, 2019]

Ratified by Membership Vote: February 28, 2020



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Bulkley Valley Wholesale Collective Agreement

MEMORANDUM OF AGREEMENT made this 28th day of February, 2020.

BY AND BETWEEN: OVERWAITEA FOOD GROUP, Common Employer

(Hereinafter referred to as the "EMPLOYER")

**AND: UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 1518, chartered by the United Food and Commercial
Workers International Union, C.L.C.**

(Hereinafter referred to as the "UNION")

WHEREAS: The Employer and the Union desire to establish and maintain conditions which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them;

NOW THEREFORE: The Employer and the Union mutually agree as follows:

Section 1 - BARGAINING AGENCY

1.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement for all employees employed at Bulkley Valley Wholesale in Smithers, British Columbia, owned and operated by the Employer in British Columbia, save and except the Manager, two (2) Assistant Managers to a combined maximum of three (3), Office & Sales staff, and those persons above the rank of Department Supervisor.

Section 2 - UNION SHOP

2.01 The Employer agrees to retain in its employ, within the bargaining unit as outlined in Section 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 said 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.

2.02 The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to Union membership and outlining the provisions of Section 6.02 of this Agreement, and to provide the Union in writing with the name and address of each employee to whom they have presented the letter, 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 orientation and immediately forward to the Union office. The Union shall bear the expense of printing the form, 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.

Section 3 - DEDUCTION OF UNION DUES

- 3.01 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. The Union will supply an appropriate form to the Employer so those new employees, at the time of hire, will authorize Union dues deductions. This form will be applicable from the time the employee commences employment until such time as the Union submits an official dues checkoff to the Employer. 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, 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.

Section 4 - CLERKS WORK CLAUSE

- 4.01 **All work in the handling and selling of merchandise shall be performed only by employees of the bargaining unit who are members of UFCW Local 1518, with the following exceptions:**
1. **Excluded personnel listed in Section 1 of this Agreement**
 2. **Primary Pop Vendors (currently Coca Cola and Pepsico)**
 3. **Primary Chip Vendors (currently Old Dutch and Frito Lay)**
 4. **Primary Bakery Vendors (currently Weston's and Canada Bread)**
 5. **Local Vendors (including but not limited to: Paul's Bakery, Mercedes Beans, Rustica, Chatters Pizza, Chicken Creek, etc.)**

Employees at ratification will not have their hours of work reduced as a result of vendor stocking. Any concerns regarding salespersons or vendor representatives shall be addressed at the store Growing Our Future Meeting each month.

Section 5 - HOURS OF WORK

- 5.01 The Employer reserves the right to schedule hours of operation, employee hours of work, rest periods, meal periods and overtime work, subject to the provisions set out in this section.

Basic Work Week: The basic work week of a full-time employee shall be forty (40) hours per week consisting of five (5) eight- (8-) hour days, to be worked as scheduled by the Employer.

Full-time employees shall receive forty (40) hours pay at straight time rates and shall work four (4) days, thirty-two (32) hours, including work on the statutory holiday, in a week in which one (1) statutory holiday occurs; three (3) days, twenty-four (24) hours, including work on the statutory holiday, in a week in which two (2) statutory holidays occur.

Time worked in excess of forty (40) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one-half (1-1/2).

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

5.03 **Posting of Schedules**

A weekly work master schedule shall be posted by Saturday two weeks in advance. The Employer is required to make reasonable effort to verbally advise individual employees of the changes to the work schedule once it has been posted.

The Employer will schedule all employees' days off together where practicable and fulltime employees will not be scheduled consecutive Saturday/Sunday shifts unless otherwise mutually agreed.

An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery or other instances of force majeure. In all other cases, at least twenty-four (24) hours' notice of any change must be given or four (4) additional hours' pay given in lieu of notice. A student must be notified on the day before of any change to his or her schedule or be given an additional two (2) hours' pay if the schedule is changed for a school day and four (4) hours' pay if the schedule is changed for a non-school day.

Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked. Employees shall not work longer than their scheduled work day unless requested to do so by the Employer, in which case additional hours will be paid at the applicable rate of pay.

Student Seniority

1. A student is defined as any employee regularly attending High School, University, College, Vocational Institution or other educational institutions requiring attendance at scheduled classes. Students may be required to verify their attendance and class times.

2. Students shall be considered to have restricted their availability and shall be scheduled by seniority within their classification.

3. Employees shall inform the Employer using the "Student Status" form when:

a) employees become or revert to student status, or

b) it is established that they have ceased being a student and will not be resuming their studies in the next semester or school term, no exceptions.

4. All students, without exception, shall not change their status of availability more than three times per calendar year, (by semester). Students are required to notify management of changes to their availability, student status or restrictions no less than one (1) week in advance of the schedules being posted.

5. It is understood that students shall not be available for certain shifts, which may limit their ability to maximize their hours. Minimum shifts for all students are four consecutive hours. Students must be available for shifts when not attending classes, unless they have submitted a Declaration of Availability (Section 11.04).

6. Students may elect to work / be scheduled regular night stocking shifts.

7. Students who wish to maximize their hours during their Christmas break, spring break (reading break) and summer break may temporarily lift their restriction during these time periods.

5.04 Requested Time Off (R.T.O.)

Employees, requesting and who are granted R.T.O. prior to the posting of the work schedule, shall not have their hours of work for the week reduced as a result of the granting of the request. It shall be optional for the Employer to reduce the hours for any request made and granted after the posting of the work schedule.

5.05 Statutory Holidays

The following days shall be considered statutory holidays:

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

and all other public holidays proclaimed by Federal, Provincial or Municipal governments, provided that all major grocery stores close on any such holiday proclaimed and, further, that in the case of a statutory holiday proclaimed by a municipality, only those stores of the Employer in that municipality shall be affected by the requirements of this Section.

Employees required to work on a holiday shall be compensated at the rate of one and one-half times (1-1/2x) their regular hourly rate for each hour worked, and full-time employees shall receive eight (8) hours' minimum pay at the overtime rate for whatever time worked.

Part-time Employees: All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least thirty-two (32) hours or more per week on the four (4) weeks preceding the week in which the statutory holiday occurs, shall receive eight (8) hours' pay at their regular hourly rate for each holiday.

All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least twenty (20) hours a week, but less than thirty-two (32) hours per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive six (6) hours' pay at their regular hourly rate for each holiday.

All part-time employees who have been employed thirty (30) calendar days or more, and have worked at least ten (10) hours a week, but less than twenty (20) hours per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive four (4) hours' pay at their regular hourly rate for each holiday.

All part-time employees who have worked less than ten (10) hours per week will receive Statutory Holiday pay as set out in the Employment Standards Act.

If an employee is eligible for pay for a statutory holiday while on Workers' Compensation or Weekly Indemnity (W.I.), the maximum amount of pay the employee will receive from such sources for any particular day shall not be more than one hundred percent (100%) of the employee's normal daily pay.

Time worked in excess of forty (40) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one half (1½).

By mutual agreement, statutory holidays may be scheduled in the week prior or the week following the week in which the statutory holiday occurs. Further, it is agreed re-scheduled statutory holidays will be scheduled with the employee's day off.

Deemed Time Worked: Paid vacations for full-time employees and statutory holidays for all employees shall be considered as time worked for all purposes of the Collective Agreement.

5.06 Meal Periods and Rest Periods

Employees' rest periods and meal periods shall be scheduled, depending on the length of their shift, as follows:

- Four (4) hours or more..... one (1) paid 15 minute rest period
- Six (6) hours or more two (2) paid 15 minute rest periods
- Seven (7) hours or more two (2) paid 15 minute rest periods and one (1) 30 minute unpaid meal period.

An employee's meal period shall not commence earlier than three (3) hours nor later than five (5) hours after the start of an employee's shift. Rest periods shall not begin until one (1) hour after the commencement of an employee's shift or the end of a meal period.

Rest periods shall be taken without loss of pay to the employee.

5.07 Overtime Pay

All time worked in excess of the basic workweek, as defined in Sections 5.01 and 5.05 and hours worked in excess of eight (8) hours in a day shall be paid at the rate of time

and one-half (1½) the regular rate. All hours worked in excess of ten (10) hours in a day and in excess of 48 hours in a regular workweek shall be paid at twice the regular rate. Compensating time off shall not be given in lieu of overtime pay. Employees shall be paid time and one half the regular rate for all hours worked after their fifth (5th) work day in a week.

It is agreed that no one will be paid more than one (1) overtime premium for any overtime hours worked.

When required to work overtime, an employee may decline if the employee has a valid reason. Such refusal shall be accepted provided there is another employee on the shift when overtime is required who is prepared to work the overtime and has the ability to perform the work required.

5.08 Interval Between Shifts

There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed a ten (10) hour interval between shifts shall be paid at the rate of time and one half (1½) for time worked prior to the expiry of the ten (10) hour interval.

5.09 Minimum Hours

All employees shall be paid their regular hourly rate for each hour worked except where employed for less than four (4) consecutive hours per day, in which event they shall receive a minimum of four (4) hours pay. An employee who is called for work and upon reporting finds that his or her services are not required shall receive two (2) hours pay.

5.10 Recording Hours of Work

The Employer shall provide a sign-in form or 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 and the time they commence and return from meal periods. Employees who fail to record all time worked in the manner required by this subsection shall, upon complaint of the Union, be disciplined as follows:

- 1st violation
 - three (3) day's suspension without pay
- 2nd and subsequent violations
 - one (1) week suspension without pay

Suspensions shall be implemented within forty-five (45) days of notification by the Union unless a longer period is mutually agreed upon between the Union and the Employer or in the event that the requested suspension becomes subject to the grievance procedure.

Any such dispute shall be subject to the grievance and arbitration sections of this Agreement. Any employee terminated for the above reasons shall not be entitled to notice or pay in lieu of notice.

The Employer agrees to assume its full responsibility in seeing that all employees are compensated for all time worked.

The Employer agrees to implement electronic time recording by December 31, 2012. In the meantime, the existing practice of recording of time on time sheets shall continue.

5.11 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 Section 15 of this Agreement.

Section 6 - CLASSIFICATION OF EMPLOYEES

6.01 Effective Sunday after ratification 2015, there shall be no further promotion or hiring of employees to the Order Assembler classification or the Shipper Receiver classification.

Each employee shall be placed in one of the following classifications:

Food Clerk
Driver

Employees may perform work outside their classification.

Employees shall not receive a lesser rate of pay for performing work in a lesser paid classification.

Employees who perform work outside their classification shall receive the pay rate differential for each full hour of work outside their classification. The pay rate differential shall be based on the difference in pay rate between the employee's current hourly pay rate and the next higher hourly pay rate in the higher paid classification where the work is being performed.

6.02 Credit for Previous Experience

New employees shall be classified according to previous comparable experience in a unionized wholesale operation. New employees having previous comparable experience may be paid a lower scale than their experience calls for, but not less than the minimum rate established by this Agreement for the probationary period and not to exceed thirty (30) days from date of employment. Provided the employee's services are retained and his or her experience is accepted as comparable, then, after the thirty (30) day period he or she shall receive any difference between the probationary rate of pay and the rate for which his or her experience calls for. It is further agreed that the rate paid retroactively shall not apply to the first ten (10) working days.

6.03 It shall be optional for the Employer to grant credit to those employees who are claiming previous experience if such employees have been out of the industry for two (2) years or more.

6.04 In the event of any disagreement as to credit granted for previous experience, such disagreement shall be considered a grievance and the grievance procedure in this Agreement shall apply. However, if the Employer has:

- (a) provided the employee with the "New Employee" letter provided for in Section 2.02 of this Agreement not later than two (2) weeks from the date of employment, and
- (b) given the employee written notification showing credit granted for previous experience within the thirty (30) day period required by this Article; and
- (c) given the Union written notification showing credit granted for previous experience within the same period,

then no consideration shall be given to any disagreement pertaining to credit for previous experience if presented later than sixty (60) days after the employee's date of employment.

6.05 When an employee is promoted to another classification there will be no loss of seniority or reduction in pay.

Section 7 - WAGES

7.01 The Employer agrees to pay all employees covered by the terms of this Agreement not less than the following schedule of wages during such time as this Agreement is in force, effective on dates as shown, provided that if an employee is receiving a wage rate in excess of the rates herein contained, such wage rate shall not be reduced by reason of the signing of this Agreement. There shall be a regular weekly, bi-weekly or semi-monthly payday and each employee shall be provided with an itemized statement of earnings and deductions for the pay period covered.

SCHEDULE OF WAGE RATES

Order Assembler/Driver

Current Order Assemblers and Drivers will continue to be paid in accordance with the September 18, 2015 wage grid below:

Accumulated Hours Worked	July 28/13	Sept 18/15
0 to 1040	\$8.50	\$10.25
1041 to 2080	\$9.68	\$10.30
2081 to 3120	\$10.76	\$10.76
3121 to 4160	\$11.84	\$11.84
4161 to 5200	\$12.92	\$12.92
5201 to 6240	\$14.00	\$14.00
6241	\$20.08	\$20.08

Shipper/Receiver

Current Shipper/Receivers will continue to be paid in accordance with the September 18, 2015 wage grid below:

Accumulated Hours Worked	July 28/13	Sept 18/15
0 to 1040	\$8.40	\$10.25
1041 to 2080	\$9.93	\$10.30

2081 to 3120	\$11.26	\$11.26
3121 to 4160	\$13.59	\$13.59
4161 to 5200	\$15.92	\$15.92
5201 to 6240	\$17.50	\$17.50
6241	\$22.39	\$22.39

Lump Sum Payments

Effective SAR all active employees shall receive the following lump sum amount:

32+ hours per week	\$750.00
24+ hours per week	\$500.00
16+ hours per week	\$250.00
8+ hours per week	\$100.00

The above hours threshold shall be calculated by the 52-week average hours worked as of week ending prior to ratification 2020.

Food Clerk

Effective Sunday, December 13, 2015, Food Clerk classification employees shall be placed at the next highest rate of pay on the 2015 Wage Scale and progress up the wage scale with every 520 hours worked and have the ability to reach the top rate of pay of nineteen dollars (\$19.00).

When the BC Minimum wage increases to the step 1 scale rate for each applicable year, the parties shall adopt the relevant wage scale. In the event the BC minimum wage decreases, the relevant wage scale shall be amended to reflect the applicable BC minimum wage rate.

Food Clerk hired after December 12, 2015

Step	Food Clerks	Effective June 1, 2019 2019	Effective June 1, 2020 2020
1	0-520	\$13.95	\$14.60
2	521-1040	\$14.00	\$14.65
3	1041-1560	\$14.05	\$14.70
4	1561-2080	\$14.10	\$14.75
5	2081-2600	\$14.15	\$14.80
6	2601-3120	\$14.20	\$14.85
7	3121-3640	\$14.25	\$14.90
8	3641-4160	\$14.30	\$14.95
9	4161-4680	\$14.35	\$15.00
10	4681-5200	\$14.40	\$15.05
11	5201-6240	\$14.55	\$15.10
12	5721-6240	\$14.65	\$15.15
13	6241-6760	\$14.95	\$15.20
14	6761-7280	\$15.05	\$15.25
15	7281-7800	\$15.35	\$15.35
16	7801-8320	\$15.45	\$15.45
17	8321-8840	\$15.75	\$15.75
18	8841-9360	\$15.85	\$15.85
19	9361-9880	\$16.15	\$16.15
20	9881-10400	\$16.25	\$16.25
21	10401-10920	\$16.65	\$16.65
22	10921-11440	\$16.85	\$16.85
23	11441-11960	\$17.00	\$17.00
24	11961-12480	\$17.25	\$17.25
25	12481-13000	\$17.50	\$17.50
26	13001-13520	\$17.65	\$17.65
27	13521-14040	\$17.85	\$17.85
28	14041-14560	\$19.00	\$19.00

Cost of Living Clause

Commencing in April, 2005, the Employer and the Union shall meet to determine if there has been more than a three percent (3%) increase in the B.C. Consumer Price Index (CPI)* over the past year. The determination (CPI Increase) will be based on a comparison of the March, 2005 B.C. CPI to the March 2004 B.C. CPI.

If the CPI Increase exceeds three percent (3%) then the Employer shall pay employees at top rate of their classification, one cent (\$0.01) per hour paid in all classifications for each one-third of one percent (.333%) that the CPI increase exceeds three percent (3%). Hours paid shall mean the hours paid in the fifty-two (52) weeks prior to March 28, 2005.

The above calculation shall also be made in April, 2006; April, 2007; April, 2008; as follows:

Calculation Date	CPI Increase Comparison	Hours Paid Calculation
April, 2006	March, 2006 vs. March, 2005	52 weeks prior to April 2, 2006
April, 2007	March, 2007 vs. March, 2006	52 weeks prior to April 1, 2007
April, 2008	March, 2008 vs. March, 2007	52 weeks prior to March 30, 2008

*B.C. CPI as supplied by Statistics Canada

Example for April, 2006:

1. March, 2006: B.C. CPI. = 154.8
2. March, 2005: B.C. CPI. = 140.7
3. 154.8 divided by 140.7 = 10.0213% increase in B.C. CPI
4. 10.0213% minus 3% = 7.0213%
5. 7.0213% divided by .3333 = \$0.2107 per hour paid
6. 2080 hours paid** times \$0.2107 = \$438.26

**Hours paid in the 52 weeks prior to March 27, 2006.

7.02 Jury Duty Pay

A full-time employee summoned to Jury Duty or Witness Duty, where subpoenaed in a court of law, or where subpoenaed to an arbitration hearing or an LRB hearing shall be paid wages amounting to the difference paid them for Jury or Witness service and the amount they would have earned had they worked on such days. Employees on Jury or Witness Duty shall furnish the Employer with such statements of earnings as the courts may supply. This does not apply if the employee is summoned on his/her day(s) off.

Part-time employees, when appearing as a material witness on behalf of the Employer shall be rescheduled or paid for lost hours.

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 contract.

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

7.03 Staff Meetings

Staff meetings, whether in the store or off the premises, shall be considered as time worked and paid for accordingly, except meal meetings at which the attendance is voluntary.

7.04 Cash Shortages

No employee may be required to make up cash register shortages unless he or she is given the privilege of checking the money and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash register during the work shift and unless cash is balanced daily, except as specified below.

No employee may be required to make up register shortages when Management exercises the right to open the register during the employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits.

No employee shall be held responsible for cash shortages unless he or she has exclusive access to his or her cash.

7.05 Learning Prices and Codes

Learning prices and codes shall be included in the employee's daily work schedule and shall be paid for in accordance with the terms of the Collective Agreement.

7.06 An employee relieving an Assistant Manager for more than two (2) full shifts shall be paid seventy-five cents (\$0.75) per hour for such relief work, in addition to the employee's present rate of pay.

7.07 Sick Leave

All employees after six (6) months of service whose average work week, over thirteen (13) consecutive weeks, is a minimum of thirty-two (32) hours worked will be entitled to accumulate two (2) hours of sick leave for each month of employment to a maximum of thirty-six (36) hours. The average hours calculation will not include unpaid absences except vacation.

7.08 Night Shift Premium

When two or more employees are scheduled on the night stocking shift one of the employees shall be designated as Lead Hand and shall be paid a premium of one dollar twenty-five cents (\$1.25) per hour in addition to their regular rate of pay.

The Employer agrees to adhere to the WCB Regulation as it applies to employee(s) being required to work alone.

Section 8 - VACATIONS

8.01 The following language applies to all employees:

- A. The vacation selection process shall commence on November 1st of each year. Employees shall submit their requests for vacation time off on or before December 31st of each year. The month of January shall be used to resolve all vacation selection overlaps that exceed the weekly allotment of employees permitted off in a department or classification by seniority. The vacation selection process shall be completed by January 31st of each year and the final approved vacation schedule shall be posted at that time.

The minimum number of employees permitted off on vacation in a department or classification in a week shall be the total amount of employees scheduled in the department or classification divided by nine (9).

Once the vacation schedule is posted any additional vacation time off requests, not already booked, shall be granted on a "first come, first serve" basis. The only exception is available vacation time off during the months of July and August where these slots shall be made available by seniority.

Any changes to the vacation schedule shall be by mutual agreement. Should changes to the vacation schedule result in available time off slots, those slots shall be made available by seniority. In the event of available time off in the months of July and August, the available slots shall be made available by seniority to employees who do not have any vacation time off scheduled those months.

It is agreed that each department in a store shall have at least one (1) available vacation time slot for each week of the year (subject to exceptions as set out in Section 8.01 (C)).

Vacation schedules, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer. Company seniority shall apply in preference for vacations within the store. In cases where transfers of personnel into a store make the foregoing inoperable, the fairest alternate procedure shall be adopted.

Upon request, wherever possible, the Employer will schedule full-time employees the first day of the week after vacation as a day off. Furthermore, the full-time employee's starting time for the first shift upon returning from paid vacation shall be written on the schedule prior to leaving on vacation.

Paid vacations for full-time employees and statutory holidays for all employees shall be considered as time worked for all purposes of the Collective Agreement.

- B. Single Day Vacation: Any employee who is entitled to vacation time off may request to take one (1) week of vacation and break it into five (5) Single Day Vacation days off. These vacation days off shall be granted by seniority on the following basis:

Single Day Vacation requests approved during the annual vacation selection process shall have preference over R.T.O. and T.A.B.

Employees may request their days off be consecutive with the Single Day Vacation day off.

Only one (1) single vacation day may be taken per week.

Single Day Vacation days shall not count toward the allotted vacation time off slots for vacation weeks.

Single Day Vacation days are subject to the operational needs of the department and in the case of multiple requests, the requests will be denied in order of reverse seniority.

- C. Two (2) weeks of an employee's paid vacation shall be consecutive and given during the regular vacation period - April 1 to September 30. This can be varied if mutually agreeable to the employee and the Employer. However, employees entitled to five (5) or more weeks of vacation may take three (3) consecutive weeks of vacation during the regular vacation period except during the prime time of July and August unless otherwise mutually agreed.

Employees entitled to four (4) or more weeks' paid vacation, shall receive a minimum of two (2) of their additional weeks consecutively unless otherwise mutually agreed.

Vacations must be taken in units of not less than one (1) week.

Once initial vacations have been selected during the regular vacation period (April 1 to September 30) subject to the operational needs of the store, any weeks in which no employee has chosen any vacations will be available for selection by seniority.

Vacations in excess of the two (2) weeks are to be scheduled between October 1 and April 1 and at a time requested by the employee, provided three (3) months' prior notice has been given by the employee. If more than two (2) employees from the same store request vacations for the same time, seniority shall govern. These vacations may be scheduled between April 1st and September 30th by mutual agreement. The foregoing shall not apply to the week that Christmas Day occurs and the week prior, in which case a maximum of one employee from each department or classification may be scheduled vacation each of these weeks and offered by seniority. However, should any additional vacation time off be made available during this two week "Christmas" period, those vacation time off slots shall also be granted by seniority.

- D. When a statutory holiday occurs during an employee's vacation an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had he or she been working. Where an employee receives three (3) or more weeks' vacation with pay and a statutory holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the Employer, an extra day's vacation with pay will interfere with vacation schedules or hamper operations.

The date for determining an employee's vacation entitlement in a calendar year shall be January 1 of that calendar year. Employees who have completed less than one (1) year of continuous service with the Employer as of January 1 shall have their vacation

entitlement pro-rated for that calendar year. Employees with the corresponding continuous years of employment with the Employer as a full-time employee will be entitled to the following paid vacation:

Full-time employees with the corresponding continuous years of employment with the Employer will be entitled to the following paid vacation:

	<u>Vacation Time Off</u>	<u>Vacation</u>
One (1) or more years	2 weeks	2 weeks
Three (3) or more years	3 weeks	3 weeks
Eight (8) or more years	4 weeks	4 weeks
Thirteen (13) or more years	5 weeks	5 weeks
Eighteen (18) or more years	6 weeks	6 weeks

The Employer will pay all part-time employees their vacation pay for the previous year by February 28 of each year.

Part-time employees will be entitled to the following vacation time off, without pay, and vacation pay according to corresponding continuous years of employment completed:

	<u>Vacation Time Off</u>	<u>Vacation Pay</u>
One (1) or more years	2 weeks	4%
Three (3) or more years	3 weeks	6%
Eight (8) or more years	3 weeks	8%
Thirteen (13) or more years	3 weeks	10%
Eighteen (18) or more years	3 weeks	12%

A part-time employee who becomes full-time will be credited the number of hours accumulated during the employee's length of service with the Employer as a part-time employee, provided there is no interruption of employment between the employee's part-time and full-time status. The total number of hours worked by the employee will be calculated into full-time hours to determine the employee's full-time service status for future vacation entitlements as outlined above.

The Employer agrees to provide vacation pay on a "total compensation" or normal week's pay, whichever is greater. Total compensation shall mean "all monies received directly from the Employer" (wages, overtime, bonuses, premiums, vacation pay, and other items of similar nature). **The Employer shall pay out to all members any and all excess accumulated monies from the previous year, by February 28th each year.**

All time lost (up to thirty-one (31) consecutive days) because of sickness, occupational or non-occupational accident, all time absent on paid full-time vacation, and paid statutory holidays, shall be considered as time worked for the purpose of determining the vacation allowance to which a full-time employee is entitled.

Vacation schedules, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer.

- 8.02 Vacation time off will be scheduled according to the employee's continuous years of employment with the Employer under the terms of this Collective Agreement. Employees must take the vacation time to which they are entitled and cannot receive vacation pay in lieu of vacation time off.
- 8.03 When a statutory holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had the employee been working.
- 8.04 Pregnancy Leave shall count for all purposes of accumulating time towards vacation entitlements (see Section 10.06).
- 8.05 Paid vacations for full-time employees and statutory holidays for all employees shall be considered time worked for all purposes of the Collective Agreement.
- 8.06 Employees whose employment is terminated or if they terminate and give two (2) weeks' notice in writing to the Employer, shall receive all earned vacation pay or applicable percentage of earnings, whichever is higher, less any paid vacation taken plus the applicable percentage of earnings for any period since the employee's last anniversary date and date of termination.

Section 9 - HEALTH AND WELFARE

- 9.01 The Employer agrees with the Union to participate in and contribute to the UFCW Local 1518 Dental Plan.
- 9.02 The Employer agrees to contribute to this Dental Plan fifty-three cents (\$0.53) per hour for all hours paid by the Employer to bargaining unit employees (hours paid shall include hours worked, vacation, statutory holidays, jury duty, bereavement leave, paid time off for negotiations, etc.) up to a maximum of forty (40) hours per week. This contribution is intended for the purpose of providing dental benefits for eligible employees and eligible dependents of such members as determined, from time to time, by the Trustees. The contribution provided for above shall be allocated to pay the monthly premiums of an initially insured Dental Plan covering employees in the bargaining unit.
- 9.03 If it is determined by Actuarial advice that different contributions are required to maintain benefits under the Plan, then the contributions shall be changed in amounts and on dates determined by such Actuarial advice.
- 9.04 Contributions, along with a list of employees for whom they have been made, and the amount of weekly contributions for each employee, and the number of hours worked or paid, shall be forwarded by the Employer to the Trust Company and/or financial institution designated within the fifteen (15) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.
- 9.05 The Employer will facilitate the issuance of a Direct Pay Prescription Drug card for those employees who qualify for Extended Health Benefits. The card will be for use in a local pharmacy selected by the Employer.

9.06 Medical Services Plan

The Employer agrees to pay 100% of MSP premiums for all full-time employees and dependents. MSP benefits will also be provided by the Employer to part-time employees who work thirty-two (32) hours per week for thirteen consecutive (13) weeks. An employee must fail to meet the above hour requirement for a period of thirteen (13) consecutive weeks from the time he or she fails to meet it before he or she is disqualified. Paid hours for Statutory Holidays shall count towards qualification of this benefit.

9.07 Weekly Indemnity Benefit Plan

All employees who are eligible for benefits under Section 9.05 above, shall be eligible to participate in this plan. Weekly Indemnity Benefits shall be payable commencing on:

1. The first (1st) day of hospitalization due to non-occupational accident or sickness, or
2. The fourth (4th) day of absence due to sickness or non-occupational accident.

The benefit period shall be a maximum of twenty-six (26) weeks.

Weekly Indemnity payments shall be in the amount of sixty six and two thirds per cent (66.6%) of an employee's straight time rate of pay. All matters of eligibility, coverage and benefits shall be as set out in the Plan and as determined by the carrier.

9.08 Return to Work After Illness

After absence due to illness or injury, the employee must be returned to his or her job when capable of performing his or her duties.

9.09 Return to Work Program

An ongoing committee of Union and Company representatives will continue to work on providing employees with a fair and dignified Return to Work Program.

9.10 Medical Reports

The Employer agrees to pay the fee for medical reports required by the Employer for Weekly Indemnity provisions to a maximum of **forty dollars (\$40.00)**.

9.11 Physical Examinations

Where the Employer requires an employee to take a physical examination, the doctor's fee for such examination shall be paid by the Employer. Such examinations shall be taken during the employee's working hours without loss of pay to the employee, except for examinations, which take place prior to commencement of employment, and during the employee's first four (4) weeks of employment.

9.12 Maintenance of Benefits

The Employer agrees to maintain the full cost of Health and Welfare premiums when an employee is absent on Weekly Indemnity or Workers' Compensation claims to a maximum of six (6) months.

9.13 Pension Plan

The Employer will participate in the UFCW Union Pension Plan effective December 30, 2001. It is agreed that the following contributions shall be made to the Plan and Trust.

By the Employer – the percentage set forth below, of the earnings of each participating employee. The percentage applicable shall be as follows:

Date	Percentage
December 28, 2008	7.0%
December 27, 2009	7.75%
December 26, 2010	8.00%
December 25, 2011	8.25%
December 30, 2012	8.50%
December 29, 2013	8.75%
Last Sunday of 2015.....	9.25%
Last Sunday of 2016.....	9.50%
Last Sunday of 2017.....	9.75%
Last Sunday of 2018.....	10.00%

The Employer and the Union understand and agree that it is the responsibility of the Pension Plan Actuary and the Pension Plan Trustee to administer the Pension Plan and make any changes to the features of the Pension Plan that they consider appropriate in the particular circumstances. The Employer and the Union also agree that once the Pension Plan is fully funded the Employer's contributions will be reduced by 0.25% increments annually until the level becomes 8.00%.

By each participating Employee – a percentage of their earnings received from the Employer. The percentage applicable to each participating employee shall be as follows:

Age at Last Birthday	Percentage
Less than 30 years.....	Nil
30 or more but less than 40 years	one percent (1%)
40 or more but less than 50 years	two percent (2%)
50 years or more	four percent (4%)

Contributions by participating employees shall be made by payroll deduction.

Changes in contribution by participating employees shall be effective from the first pay period following the date in which they become age 30, 40 and 50 respectively.

Earnings shall mean the total compensation paid to a participating employee and recorded as earnings (excluding taxable benefits) on the T-4 (or similar tax reporting form should this designation by Revenue Canada be changed in the future) provided to the participating employee each year.

Contributions, along with a list of employees for whom they have been made and other relevant information, will be remitted by the Employer not later than twenty one (21) days after the close of each of the Employer's four (4) or five (5) week accounting periods.

9.14 Health, Safety and Education Fund

The Employer agrees to contribute to the Health, Safety and Education Fund five cents (\$0.05) for each hour worked.

Section 10 - LEAVES OF ABSENCE

10.01 Leaves of Absence

Except as otherwise indicated in the Collective Agreement, applications for leaves of absence without pay will be adjudicated on the basis of merit, compassion, length of service and the operational needs of the store. Leaves of absence shall not be unreasonably withheld.

- i) Employees who are granted a leave up to **four (4) months** shall accumulate seniority;
- ii) After four (4) years of continuous service and upon giving three (3) months' notice, all employees shall be entitled to an unpaid leave of absence of the following conditions:
 - (a) The leave of absence shall be for a maximum period of one (1) year.
 - (b) Employees who are granted leave under this provision shall have their seniority frozen for the duration of the approved leave and shall neither earn nor lose seniority. Employees on such Leave of Absence shall neither earn nor lose seniority. For example, an employee with a January 1, 2000 seniority date shall have their seniority date adjusted to January 1, 2001.
 - (c) Employees may return to work earlier than the scheduled end of the leave provided they give their Store Manager one (1) month notice of their early return to work date. Upon their return to work these employees will be scheduled in accordance to their revised seniority date (actual leave).
 - (d) While on this approved leave of absence an employee shall not take employment with any competitor in the food business. (Violation of this provision may result in termination, see Section 10.03.)
 - (e) Written application for a leave shall be made to the Store Manager. Written approval of a leave shall be provided to the Union and the employee involved.
 - (f) Seniority shall be the determining factor in scheduling leaves of absence.
 - (g) An employee who is on a leave of absence could be offered minimal part-time work with the Employer without seniority or rights to such work for the duration of the leave.

- (h) The period of time off will not count towards time worked for vacation entitlement.

10.02 Take-A-Break Leave of Absence

Employees with two years or more of continuous service are entitled to apply for a Take-A-Break leave of absence up to a maximum of one hundred and twenty (120) days per year (but not to exceed twenty-four (24) calendar weeks in duration), subject to the following conditions:

1. Application for such leaves shall be in writing. The Employer has provided the Store Manager the ability to approve such leaves. Every effort should be made to provide as much notice as possible.
2. Requests for Take-A-Break leave of absence will be granted to all employees provided there is another available employee in the store who is capable of doing the work required.
3. The Employer shall maintain Health & Welfare coverage for full-time employees during Take-A-Break unless the employee fails to meet the hours test.
4. Scheduled vacation time shall take precedence over the granting of Take-A-Break leave of absence.
5. The Employer and the Union agree that employees on a Take-A-Break leave of absence shall accumulate seniority.

It is also agreed that employees may take single or multiple day Take-A-Break leaves (i.e., less than one [1] week in length) provided the cumulative total days where a Take-A-Break leave is taken does not exceed one hundred and twenty (120) calendar days per calendar year. It is understood that each day of Take-A-Break leave per week reduces the basic workweek by one day.

6. The Employer has provided the Store Manager with the responsibility to approve or deny requests for Take-A-Break leaves in accordance with Section 10.02. Such requests will be considered with all other sections of the Collective Bargaining Agreement.

Employees may return to work earlier than the scheduled end of the leave provided they give their Store Manager one (1) months' notice of their early return to work date.

10.03 Conflict of Interest

It is agreed that the term "competitor" raised in Section 10.01 above shall mean any food and/or drug wholesale retail operation selling like products. An employee working for a competitor as defined herein may be placed in a conflict of interest with their ongoing employment with the Employer.

An employee shall avoid any conflict with the interest of the Employer.

A conflict of interest includes an obligation in a relationship with any person or organization, which competes or does business with the Employer that, could affect the

employee's judgment in fulfilling his or her responsibilities to the Employer or which could affect the Employer's business interests.

Violation of this provision may result in termination. Prior to termination, the Employer shall notify the employee of the infraction so the employee can rectify the problem.

In the event of a disagreement, the Employer and the Union agree to meet to attempt a resolve of the problem.

10.04 Educational Leave of Absence

Employees with four (4) years or more of continuous service with the Employer shall be entitled to an Educational Leave of Absence for up to one (1) year. Employees on an Educational Leave shall gain seniority for the duration of their Educational Leave of Absence.

The following terms and conditions shall apply to such Leaves:

- A. One (1) employee per store at any one time shall be eligible for Educational Leave. In stores with more than forty (40) employees, two (2) people per store will be entitled to Educational Leave.
- B. Written application for the Leave shall be coordinated through the Human Resources Department. Notification of the person going on Leave shall be provided to the store, Union and employee involved.
- C. Seniority shall be the determining factor in scheduling the Leave.
- D. Such Leave will be granted on a one-time only basis per employee.
- E. The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case.
- F. While on Leave the employee shall not take employment with any competitor in the food business. (Violation of this provision may result in termination.)
- G. It is understood a person on Leave could be offered minimal part-time work with the Employer without seniority or rights to such work for the duration of the Leave.
- H. The period of time off will not count towards time worked for vacation entitlement.
- I. One (1) month's notice of return to work must be given to the Employer unless a return date has been established prior to leaving.
- J. During the period of such Leave the employee will be allowed to self-pay their preleave benefit status for M.S.P., E.H.B., H.E.P., and Life Insurance in advance.

The parties desire to have this new provision complied with in spirit and intent. Any abuse, violations or conflicts arising from it will be discussed between the parties before any action is taken.

10.05 Funeral Leave

In the event of death in the immediate family of an employee, the employee will be granted up to three (3) days leave of absence with pay. The length of such absence shall be at the discretion of the Employer. The term "immediate family" shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild or any relative living in the household of the employee.

Notwithstanding the foregoing, if the death is a case of spouse, father, mother or child, the employee shall be entitled to one (1) week leave of absence with pay. It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks.

Time off due to the death of a member of an employee's family must be taken at the time of the bereavement.

An employee's day off will not be altered to circumvent funeral leave benefits.

10.06 Pregnancy Leave

1. 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.
2. 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.
3. 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 (1) or (2).
4. All such requests must be submitted in writing at least two (2) weeks prior to the day the employee proposes to begin their leave.
5. 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.
6. 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.

7. Benefit entitlement for the above leaves shall be as required by the Employment Standards Act.

10.07 Parental Leave

1. An employee who requests parental leave under this Section is entitled to:
 - (a) 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 10.06 - up to thirty five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section 10.06.
 - (b) for a birth mother who does not take a leave under Section 10.06 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.
 - (c) 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.
 - (d) 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.
2. 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 1 above.
3. The employee is required to give the employer four (4) weeks advance notice in writing of their intent to take a leave under subsection 1 (a),(b) or (c). The employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
4. Benefit entitlement for the above leaves shall be as required in the Employment Standards Act.

10.08 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 be granted a leave of absence without loss of seniority. Employees may be required to provide documentation to support the leave request.

10.09 Personal Time Off

Full-time employees may request to leave prior to the completion of their scheduled shift. Personal time off (P.T.O.) shall be unpaid but the hours of P.T.O. shall count for purposes of accumulating Vacation and Statutory Holidays.

10.10 Domestic Violence Leave

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason and upon verification of the situation, the Employer agrees that an employee who is a direct victim of an abusive or violent situation will not be subject to discipline if the absence or performance issue is the result of an abusive or violent situation.

Verified absences, which are not covered by other terms of the collective agreement will be granted as absent with permission without pay not to exceed two (2) months. Employees shall have the ability to fund these absences through any paid time off they have accumulated under the collective agreement at the time of the absence.

Paid time off for this leave shall be provided to a maximum of one (1) day.

Should there be changes in government regulations that allows paid leave for domestic violence, the one (1) day paid in this section shall be considered as part of the paid leave as per the government regulations.

Section 11 - SCHEDULING HOURS OF WORK

11.01 Senior employees shall be scheduled at least as many hours as junior employees within each weekly work schedule. This does not imply an obligation on the Employer to schedule more hours than the Employer deems necessary for the efficient operation of the store.

11.02 In the event that an employee is to be called in to work hours that he or she was not scheduled to work, any employee may be called in provided that at the end of the particular week, the total number of hours worked that week is consistent with part-time employees' seniority and availability.

11.03 **Restriction of Availability**

Any employee who works less than the basic workweek and restricts his or her availability shall sign a form so advising the Employer. One copy of the form is to be faxed to the Union by the Employer.

Such employee shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. When reductions in hours occur, the junior employee, whether or not he or she is of restricted status, shall be reduced first. If an employee wishes to end his or her restricted status, the employee shall so advise the Employer in writing. The employee's full seniority rights shall begin on the next posted schedule from the date he or she advises the Employer of his or her full availability.

Employees shall have the option of restricting their weekly hours of work up to three (3) times per calendar year.

All changes shall be effective the next posted schedule. Restricted employees do not have a right to claim any hours above their restriction.

A full-time employee who reverts to part-time status at his or her own request shall be considered to have restricted his or her availability and the foregoing shall apply.

Employees shall not be permitted to restrict their availability below **eight (8)** hours per week except for health reasons supported by a letter from a doctor.

The Employer will endeavor to schedule full eight (8) hour shifts.

11.04 **Declaration of Availability**

Only employees who restrict to **twenty four (24)** or fewer hours per week shall have the option of submitting a Declaration of Availability. Employees must be available for at least sixteen (16) hours per week. These employees must be available for one late shift per week AND also have open availability on either Saturday or Sunday. This does not limit the number of weekend and/or late shifts an employee can be available for.

Employees shall be required to work within their Declaration of Availability and may lose hours as a result. This means if a shift falls outside of an employee's availability it shall not be subject to claim.

Employees shall have the option of submitting a Declaration of Availability three (3) times per calendar year including any weekly hours of work restrictions under the Restriction of Availability (Section 11.03).

Employees cannot utilize Leaves provisions (eg. T.A.B.) or R.T.O. to circumvent the intent of this language.

Transition Plan

Employees shall make their restriction(s) selection(s) and Declaration of Availability on a form provided by the Employer. The form shall be signed by Store Management and the Shop Steward and a copy shall be provided to the Union.

Section 12 - FULL-TIME VACANCY POSTING

12.01 All full-time vacancies shall be posted and filled as set out below. All employees are eligible to apply for posted vacancies. Vacancies shall be filled on the basis of seniority. The Employer agrees to act in good faith and further agrees not to discriminate in any manner.

A full-time vacancy shall exist when a full-time employee is transferred or terminates employment and a full-time position remains open, or scheduled hours warrant the addition of a full-time position as per 14.03.

Vacancies shall be filled on the basis of seniority provided that the employee is able to perform the normal requirements of the job.

Ability to do the job means ability to competently perform the normal requirements of the job following an appropriate familiarization period or an appropriate training and trial period. The Employer may not curtail the training or trial period without just cause before it has run its normal course. In the event the employee is not able to or does not

wish to complete the training or trial period, or cannot satisfactorily perform the job following the training or trial period, the employee shall be returned to their former position and wage rate, without loss of seniority and any other employee that has been promoted or transferred as a result of the posting shall similarly be returned to his/her former position.

- 12.02 Each vacancy posting shall be posted for a minimum of five (5) days. Applicants may only apply on forms supplied by the Employer. The applications shall be accepted by the Employer up to and including the closing date. Employees who are absent from work during the posting period will be deemed to have applied.
- 12.03 The name of the successful applicant along with their seniority date will be posted within ten (10) days of the original posting. The Employer will forward a copy to the Union.

Section 13 - NOTICE OR PAY IN LIEU OF NOTICE

- 13.01 Commencing after four (4) months from date of employment, full-time employees when terminated by the Employer, unless guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without Leave unless having a bona fide reason for such absence, shall receive notice in writing or pay in lieu of notice as follows:
- After four (4) months and up to two (2) years of continuous service
 - one (1) week's notice in writing or one (1) week's wages in lieu thereof.
 - From two (2) years up to five (5) years continuous service
 - two (2) weeks' notice in writing or two (2) weeks' wages in lieu thereof.
 - From five (5) years up to eight (8) years continuous service
 - three (3) weeks' notice in writing or three (3) weeks' wages in lieu thereof.
 - More than eight (8) years continuous service
 - four (4) weeks' notice in writing or four (4) weeks' wages in lieu thereof.
- 13.02 This Section shall not invalidate an employee's right to process his or her termination and to be reinstated as set out in Section 17, providing the employee has been employed by the Employer four (4) calendar months or more.
- 13.03 The Employer agrees to give full-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.
- 13.04 Full-time employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time, unless terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without Leave except where the employee has a bona fide reason for such absence.
- 13.05 A copy of notice of dismissal or layoff of full-time employees who have been employed more than four (4) calendar months shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

Section 14 - SENIORITY

14.01 Seniority for employees shall mean length of continuous service-with this Employer within the current Contract Area in British Columbia. A full-time employee, for purposes of seniority, shall mean an employee who has been posted to a full-time position. Paid time off will be considered as hours worked. For clarification, continuous service shall include all leaves of absence from work pursuant to the Collective Agreement (i.e., vacations, accident, illness, and all approved leaves of absence).

If an employee leaves this Contract Area and subsequently returns to this Contract Area, the employee's new seniority date shall for all intents and purposes be the date upon which the employee returns to this Contract Area. This applies whether the break in service is a result of the employee moving to a permanent excluded position of the Employer or is the result of the employee moving to another Employer.

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 employees' names and addresses to the Union office in addition to seniority lists, once per year.

Seniority will be lost if an employee:

- Voluntarily leaves the employ of the Employer;
- Is discharged;
- Is absent without approved leave for a period of more than three (3) working days;
- Fails to report to work within three (3) working days of being recalled from a layoff as per Section 14.02 below.

14.02 Layoff and Recall

Seniority as defined in Section 14.01 above, shall govern in cases of layoffs and recall, provided the employee has the ability to perform the work required.

Employees laid off in accordance with the above provisions shall be recalled to work in order of length of service with the Employer, provided no more than six (6) months has elapsed since the last day worked by the employee, for employees with one (1) year or more of service, no more than twelve (12) months has elapsed since the last day worked by the employee.

If an employee, when contacted, for proper and sufficient reason is not immediately available to commence work, the next employee on the list can be hired temporarily. If the contacted employee cannot report for work until three (3) working days later, the employee shall exchange seniority with the next employee on the list who is immediately available for employment, until the employee is recalled, at which time the employee shall resume their original seniority status. If the employee does not report in one (1) calendar week from date of recall without proper or sufficient reason, the employee shall be dropped from the seniority list.

The employee shall keep the Employer informed of their current address and telephone number. If the Employer is unable to contact the employee within five (5) working days, or if the employee is contacted and refuses the employment without proper and sufficient

reason by the end of the five (5) day period, the employee will be dropped from the seniority list.

Employees rehired in accordance with this Section shall retain their previous length of service for the purposes of this Section and Section 13.

14.03 Full-Time Employee

A full-time employee, for purposes of seniority, shall mean an employee who has worked an average of at least thirty-six (36) hours per week during a thirteen (13) consecutive week period. Paid time off will be considered as hours worked.

14.04 Employees Promoted to an Excluded Position

When an employee is promoted into an excluded position with the Employer it is agreed that the employee will be considered to have taken a two (2) year leave of absence from the Contract Area. This leave of absence is granted one time only. In the event the employee elects to return to the Contract Area within the two (2) year leave of absence time period the employee shall retain their contract area seniority.

Section 15 - SEVERANCE PAY

15.01 In the event there is a permanent closure or sale or transfer of ownership of the store or part thereof, causing a regular full-time employee to lose his or her employment, the Employer hereby agrees to pay such employee severance pay at his or her regular rate of pay according to the following schedule:

<u>Full-Time Consecutive Service</u>		<u>Severance Pay</u>
Up to two (2) years	-	One (1) week
Over two (2) years	-	One (1) week's pay for every year of full-time service to a maximum of twenty (20) weeks

Should a full-time employee go to part-time and later lose his/her employment due to the circumstances set out in Section 15, then such employee shall be entitled to severance pay under this Section according to his/her years of full-time consecutive service only.

This Clause does not apply to a temporary layoff, full-time employees who accept other full-time or part-time employment with the Employer, or to regular full-time employees who lose employment and are reinstated within thirty (30) days to a full-time status.

Employees who are laid off as the result of store closure(s) can elect to receive their severance pay at any time up to the expiry of their recall period. If an employee is recalled or commences work within the recall period, then a new recall period shall commence from the date of a subsequent layoff.

Employees who qualify shall not be entitled to the benefits contained in Section 13.01 of this Agreement.

Section 16 - UNION'S RECOGNITION OF MANAGEMENT'S RIGHTS

16.01 The Union agrees that the management of the company, including the right to plan, direct and control the Store operations, the direction of the working force and the termination of employees for just or proper cause, are the sole rights and functions of the Employer. During the first four (4) calendar months of employment, each new employee shall be on probation and will receive a written evaluation within three (3) months of employment. The decision whether to retain or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Sections 17 and 18 of this Agreement. It is agreed that the probationary period will not apply if it can be shown that an employee has been terminated for any lawful Union activity, in accordance with Section 19.08.

Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of management, subject however, to discharge of employees on grounds of alleged incompetence being processed under Sections 17 and 18 of this Collective Agreement, providing that such employees have been employed by the Employer for four (4) calendar months or more. The Parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

16.02 The exercise of the foregoing shall not alter any of the specific provisions of this Agreement.

Section 17 - GRIEVANCE PROCEDURE

17.01 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.

17.02 Grievances shall 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 18 of this Agreement.

17.03 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 or layoff to be waived by the aggrieved party, provided notice has been given as required under Section 13.05.

17.04 Any employee alleging wrongful dismissal may place his allegation before the Union representative and, if the Union representative considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement.

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

Section 18 - ARBITRATION

- 18.01 The Board of Arbitration shall be composed of a single arbitrator. (The parties may, by mutual consent, agree upon a three (3) person board of arbitration).
- 18.02 Within thirty (30) days of appointment, the Arbitrator shall hear the matter in dispute and shall render a decision within fourteen (14) days of completing the hearing. 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.
- 18.03 Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue.
- 18.04 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.
- 18.05 The findings and decision of the Arbitrator shall be binding and enforceable on the parties.
- 18.06 **Expedited Arbitration**
Expedited Arbitration may be proposed by the Union or the Employer within forty-five (45) days after the grievance has been filed as per Section 17.01. Within seven (7) days of referral to Expedited Arbitration, either party must respond as to their decision to proceed to Expedited Arbitration or Arbitration under Section 18.01.

Section 19 - TROUBLESHOOTER

19.01 Troubleshooter

Vince Ready, Colin Taylor and Chris Sullivan (or any other individual agreed by the parties) shall be scheduled on a rotating basis to conduct expedited hearings each month on the following basis:

1. Either party may refer grievances to this process upon providing the other party with three (3) weeks notice of a grievance being referred.
2. Only grievances where the parties have shared all relevant information regarding the grievance, and all reliance documents and facts have been exchanged, shall be referred. The parties agree that disclosure of information and documents will take place in a timely manner.
3. New evidence, including facts or documents, may be introduced after the referral is made only where disclosure of this new evidence was not possible prior to the referral. In such cases, the party that is introducing the new evidence shall provide immediate disclosure to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow a fair opportunity for analysis and reply.
4. Interpretation grievances or grievances regarding the discharge of employees shall not be referred to this process unless mutually agreed by both parties.

5. Decisions of the Troubleshooter shall be in writing but shall be without prejudice, non-precedent setting and shall not be publicized.
6. Legal counsel shall not be used by either party.
7. The parties shall develop other procedures or guidelines as necessary.

Section 20 - MISCELLANEOUS

20.01 Union Decal

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

20.02 Wearing Apparel

The Employer shall make available a smock or apron to each employee. Employees are required to supply their own safety footwear.

The Employer may develop a dress standard for employees, including hairnets and hats. The dress standard will include personal appearance standards, as well as, style and colour of pants and shirts.

20.03 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. These items must be kept on the premises.

20.04 Charitable Donations

Employee donations to charity funds shall be on a strictly voluntary basis.

20.05 Time Off to Vote

The Employer agrees that it will fully comply with any law requiring that employees be given time off to vote.

20.06 Polygraph Tests

The Employer agrees that polygraph or similar lie detector tests will not be used.

20.07 Information

If the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Employer agrees to co-operate to supply such information back to a period of two (2) years or such longer time as may be required to establish his or her proper rate of pay.

In any grievance regarding hours worked by an employee and the amount paid to an employee, the Employer shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the grievance procedure shall apply.

The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

20.08 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 to maintain the proper operation of the Store.

20.09 Picket Lines

The Employer agrees that in the event of a legal picket line of another trade Union being in existence at any of the Employer's Stores covered by this Agreement, 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.

This does not apply to situations where protests, political rallies, or leafleting are taking place.

20.10 Employee's Personnel File

A copy of formal discipline report to be entered on an employee's file will be given to the employee. The employee will be required to sign management's copy. Such signature will indicate receipt of formal reprimand only. Subject to giving the Employer advance notice, employees shall have access to their personnel file.

20.11 Discipline Interviews

Where an employee attends an interview with management for the purpose of receiving a formal discipline report or for a security interview, the employee shall have the right to a witness of his or her choice. If during any other private corrective interview with management it is determined that there will be a discipline report on the employee's record or the employee feels there is a violation of Section 19.08, the interview may be temporarily suspended so that the employee may call in a witness of his or her choice. Any witness used by the employee in the above situations will be another employee working in the Store at the time the interview is being held. It is understood the witness is an observer and not a participant.

20.12 Harassment and Discrimination

Both the Employer and the Union endorse the principles outlined under the B.C. Human Rights Act.

The Employer and the Union recognize the rights of employees to work in an environment free from harassment, including sexual harassment, and discrimination.

Where an employee alleges that harassment or discrimination has occurred on the job the employee shall have the right to grieve under the Collective Agreement. Where the Employer or the Union has received an allegation of harassment or discrimination, it will be investigated on a priority basis in accordance with the joint policy.

No Discrimination: Both the Employer and the Union endorse the principles outlined under the *BC Human Rights Code* wherein it is illegal for either the Employer and/or the Union to discriminate in respect to matters such as employment or membership in the Union because of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, and age or because that person has been convicted of a criminal offense that is unrelated to the employment or to the intended employment of that person. The Parties agree that this list of protected grounds shall be amended concurrently when there are amendments to the *BC Human Rights Code*.

20.13 Bulletin Boards

Bulletin boards will be supplied by the Union and will be placed in the store as mutually agreed. It is understood that these bulletin boards are the property of the Union and shall be for their exclusive use.

A person so authorized by the Union may post bulletins authorized by the Union.

Any other bulletins may only be posted by mutual agreement between the Union and designated Management

20.14 Lockers

The Employer shall provide secure lockers for use of each store employee during their shift.

20.15 Changes in Work Operation

Where it can be shown that changes made by the Employer in the work presently performed by the employees in the Bargaining Unit results from a change in the method, style, or concept of the Employer's operation and should these changes have an adverse effect on the employees' wage rates or scheduled hours of work, the Employer and the Union shall meet to determine a reasonable solution. The Parties acknowledge that non-prejudicial amendments to the Collective Agreement may be required. If agreement on a reasonable solution cannot be reached, the matter shall be referred to the Expedited Arbitration process. In arbitrating the effect of the change on the employee(s), with regard to rate of pay or hours of work, the Arbitrator may accept the Employer's position, the Union's position, or fashion an alternative "reasonable solution" which is based upon the positions of the two parties.

Section 21 - HEALTH AND SAFETY COMMITTEE

21.01 Health and Safety Committee

The Employer agrees to maintain a Health and Safety Committee in each store. The Committee shall function in accordance with the Workers' Compensation Board Health and Safety Regulations.

A member of the bargaining unit shall be appointed by the Union to the Health and Safety Committee.

- 21.02 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.

21.03 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 worksite committee recommendations.
- C. Assist and ensure compliance with WCB regulations.
- D. Develop and implement Employer/Union ergonomics programs.
- E. Establish and implement ergonomic training for committee members and employees at risk of M.S.I.

In the event of a 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.

All safety clothing and protective equipment (excluding safety footwear) required for the protection of employees, or as required by the Employer, or as per WCB orders on the Employer, shall be provided for and maintained by the Employer. The Employer will provide a selection of rubber safety boots for use by employees.

Section 22 - TIME OFF FOR UNION BUSINESS - UNION REPRESENTATION

- 22.01 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 according to the following formula:

- (a) Not more than one (1) employee.

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

22.02 Upon at least two (2) weeks' notice, the Employer shall grant a leave of absence, for purposes of Union business, to one (1) employee on the following basis:

- (a) Up to six (6) months' leave of absence without review and a further six (6) months by mutual agreement.

22.03 Provincial Conferences

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 Employer shall be granted time off.
- (b) Fifty (50) or more employees – two (2) employees shall be granted time off.

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

22.04 The Employer will bill the Union and the Union will reimburse the Employer for wages and benefits paid to the employee during leaves set out in 21.01, 21.02 and 21.03.

22.05 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 and unsigned employees and to ensure that the terms of the Collective Agreement are being implemented.

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 on 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 hours. Time taken for such an interview in excess of five (5) minutes shall not be on Employer time, unless with the approval of Management;
- (d) Held at such times as will not interfere with service to the public;

Union Representatives shall be permitted to check employee time records including work schedules.

22.06 Shop Stewards 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 purposes of overseeing the terms of the Collective Bargaining Agreement being implemented and for the purposes of presenting complaints and grievances to the designated management of the store.

The Employer agrees to recognize Shop Stewards and alternate Shop Stewards in the Store.

Shop Stewards may introduce new members to the Union on their own time to present membership cards for signature.

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.

22.07 Growing Our Future

Purpose

The purpose of the Growing Our Future Meeting is to encourage open and candid discussion on topics and issues that arise at store level, so that Shop Stewards, Team Members and Management can work collaboratively to find solutions and ideas on improving the workplace for everyone.

Guiding Principles

Both the Union and the Employer have agreed that by committing to the Shared Values and Goals, we can foster a more collaborative working relationship at all levels, including between Shop Stewards and Management at store level.

Shared Values

Honesty

- We will be truthful in our intentions and actions
- We will have a relationship based on candid and respectful communication
- We will do what we say we will do

Integrity

- We will take responsibility for our actions
- We will follow through on our commitments
- We will not take unfair advantage of each other

Trust

- We are committed to act with integrity and honesty
- We will hold ourselves accountable for our actions
- We will not pass judgement without discussion

Shared Goals

Economic Security

- Sustainable growth is critical to allow OFG to grow profitably for the benefit of all
- Educating all employees that working together is critical for the future success and growth of the organizations

- Working to provide the opportunity for everyone to make a living wage

Quality Relationships

- Building trust through respect, candour, and integrity
- Open communication to achieve mutual understanding
- Resolving issues in keeping with our shared values

Desirable Workplace

- Ensuring a productive workplace that is fair, respectful, and fun
- Maintain a positive work environment based on cooperation, flexibility, and adaptability
- A diverse workplace that values the unique characteristics of individuals and fosters a sense of belonging

Scope

These meetings are to encourage a positive working relationship between Shop Stewards, Management, and all employees at store level that focuses on taking a proactive approach to solving current and potential issues.

While it is expected there may be times when the parties disagree, the discussion must be respectful and focus on the issue, not on judging the personalities.

Suggested Topics FOR Discussion:

- Sharing Ideas on Improving Customer Service/Growing Sales in the Store
- Solution-based discussion on any issue of concern that are raised
- Community Outreach by UFCW 1518 and/or OFG
- Management Update on Store and Company's Overall Performance
- Discussion on Contract Items (if there are questions on a specific area in the CBA)
- Topic of the Month (discuss Collective Agreement language on the specified Topic of the Month to be selected by a joint committee – see last page of this document)
- Appreciation and Recognition (identifying things that are going well and/or people that should be recognized and appreciated).

Topics NOT for Discussion:

- Changing the terms of the contract
- Grievances, Employee Specific Issues, Duty to Accommodate, Harassment Complaints, and/or Specific Discipline Cases

Meeting Structure

The meeting structure is outline below to ensure consistency in the process for each store:

- Meetings shall be held in every store on the second Tuesday or Wednesday of every month
- Shop Stewards and Store Management will be scheduled to attend the meetings
- Schedule members from various departments to attend meetings on a rotating basis to increase exposure of the process to all people in the store

- Guests/Observers who volunteer to attend will be scheduled whenever possible to encourage employee participation
- Union Representatives/LR Specialists are invited to attend the meetings
- Responsibility for chairing meetings is to alternate each meeting between the Union and Management (all participants will be encouraged to take a turn as the chair)
- Follow up and follow through on commitments in a timely and respectful manner
- Meeting minutes are to be taken, agreed to, and signed off by a Shop Steward and Management and then submitted to UFCW 1518 and OFG Head Office by the end of the following business day.

****Please note, all members are encouraged to raise ideas, issues, and concerns as they occur rather than wait for the meeting, so that matters can be addressed by both parties in a timely manner****

Communication

- Meeting minutes are to be posted on the Union Board and Store Communications Board for all employees to read.
- The participants of the committee are to develop a timeline of completion for any action items that arise out of the meeting.
- Discussion on topics from the meeting should be followed up on in between meeting dates to ensure there is communication and follow up between the parties.
- Throughout the process, participants are to hold each other accountable to the Shared Values and Goals by communicating concerns in this process

Suggested CBA Topics Calendar:

<p>January</p> <ul style="list-style-type: none"> ▪ Review this document including the Shared Values and Shared Goals ▪ Resolve vacation selection overlaps and post approved vacation schedule by [date] ▪ Review and discuss any potential change in management structure due to average store sales from previous year. 	<p>July</p> <ul style="list-style-type: none"> ▪ Review preference of availability language (educational)
<p>February</p> <ul style="list-style-type: none"> ▪ discuss evening work rotation by department ▪ review and post off till duty list ▪ Print and post the store seniority list 	<p>August</p> <ul style="list-style-type: none"> ▪ Review Students and change in availability ▪ Print and post the store seniority list
<p>March</p> <ul style="list-style-type: none"> ▪ Review STAT scheduling process (educational) ▪ Diversity – promote Diversity scholarships and Awards 	<p>September</p> <ul style="list-style-type: none"> ▪ Review STAT scheduling with focus on Christmas week scheduling (educational)
<p>April</p> <ul style="list-style-type: none"> ▪ discuss new hire process – i.e. Union membership cards and granting credit for previous experience 	<p>October</p> <ul style="list-style-type: none"> ▪ Discuss vacation scheduling process.
<p>May</p> <ul style="list-style-type: none"> ▪ discuss night work (graveyard) rotation (if applicable) ▪ Review and discuss Harassment and Discrimination Joint Policy (educational) 	<p>November</p> <ul style="list-style-type: none"> ▪ review any concerns that come up regarding vacation selection process ▪ Review Students and change in availability
<p>June</p> <ul style="list-style-type: none"> ▪ Review Students and change in availability 	<p>December</p> <ul style="list-style-type: none"> ▪ Plan next years JLM Meetings for the whole year.

Roll-Out

- A representative from both OFG and UFCW 1518 will be responsible for providing support and guidance in the roll-out of this process. This will include an initial orientation to the meeting structure, and this team will continue to be a resource to any store that requires assistance (i.e. 6 months – 12 months)

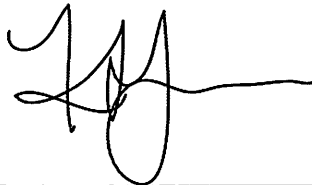
- These representatives will review the monthly meeting minutes and follow up with specific stores if there are any questions or concerns that need to be addressed
- After the initial roll-out of the Growing Our Future Meetings, further meetings will be held with Shop Stewards and Management to discuss the importance of all participants to sign off on the Values and Goals at store level

Section 23 - EXPIRATION AND RENEWAL

- 23.01 (a) This Agreement shall be for the period from and including July 31, 2014 to July 31, 2024 and from year to year thereafter, subject to the right of either Party to the Agreement, within four (4) months immediately preceding July 31, 2024 or any subsequent anniversary date thereafter to require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.
- (b) Should either party give notice pursuant to (a) 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 the Union and the Employer have agreed to amend the terms of this Agreement.
- (c) The operation of Section 50 (2) and 50 (3) of the Labour Relations Code of British Columbia is hereby excluded.

Signed this 1st day of January, 2021.

FOR THE UNION



Kim Novak, President

FOR THE EMPLOYER



IAN KATO, Director Labour Relations

Letter of Understanding #1 – New Departments

From time to time, the Employer may establish new departments according to the following criteria:

1. a new group of products or commodities are to be sold or services offered;
2. the preexisting mix of products or commodities is substantially altered to the extent that merchandising and staff requirements are substantially altered.

When a new department is established, the Department Supervisor for that Department will be added to the bargaining unit. The Department Supervisor shall be filled by individuals hired or selected on the basis of their merit, qualifications, ability and seniority as determined by Management. A Department Supervisor's hours of work shall not be subject to claim by other employees while the employee is employed in the Department Supervisor position.

The rate shall be thirty cents (\$.30) per hour over the top in the Department.

Letter of Understanding #2 – Modified Work-Week

It is agreed that employees may be scheduled a modified work-week consisting of either four (4) nine (9) hours shifts or four (4) ten (10) hour shifts. Overtime premiums would apply after the employee has worked over nine (9) or ten (10) hours respectively. Statutory holiday pay will equal one regular day of work, i.e. either nine (9) or ten (10) hours.

Letter of Understanding #3 – Duty to Accommodate

Long-Term or Indefinite Joint OFG and UFCW local 1518 Accommodation Committee

In the event that an employee requires an Accommodation in the workplace, the Employer shall provide the employee with a full Accommodation package including details of the Accommodation process and forms and releases that require completion.

An ongoing joint committee consisting of representatives of the Union and the Employer shall form a joint committee that shall ensure its policies and procedures adhere to the Duty to Accommodate Protocol Agreement, as amended from time to time.

The Parties agree to meet at least monthly to discuss and resolve employee specific accommodation files.

The Parties agree to meet annually, with legal counsel, in front of the Accommodation Arbitrator, to keep abreast of jurisprudence, and to:

- A. Consciously review the Duty to Accommodate Protocol Agreement.**
- B. Share a synopsis on recent key legal issues pertaining to the duty to accommodate.**
- C. Revise the protocol agreement if necessary.**

It is acknowledged that the Employer, the Union and the employees all have a responsibility to accommodate disabled employees who return to work.

Letter of Understanding #4 – Re-Opening

The Union and Employer agree as follows:

1. Within six (6) months immediately preceding July 31, 2019, or any subsequent anniversary date thereafter, either party may give notice to the other party to negotiate changes to the current collective agreement.
2. If the parties are unable to agree on what, if any, changes to the collective agreement are to occur, the parties shall resolve their dispute through final offer selection interest arbitration for a binding settlement.
3. The parties will agree to the appointment of the interest arbitrator.
4. Each party shall formulate their own final offer, which shall include the items previously agreed to in their negotiations.
5. The final offer selection arbitrator shall hear submissions from each of the parties and then select one of the final offers. The final offer selection arbitrator shall take into consideration the economic and competitive climate of the Employer's business.
6. The final offer selection arbitrator shall not have the power to change the expiration date of the collective agreement, which is July 31, 2024. Subject to what the parties agree to at the first full re-opener in 2019, there shall be additional full re-openers prior to July 31, 2024 upon request by either party.

Letter of Understanding #5 – Joint Union/Management Quarterly Reviews

- a) The Employer and the Union agree to meet on a quarterly basis to review the performance of stores that are experiencing financial difficulties and whose continued viability is questionable.

On an ongoing basis, the Employer and the Union will discuss methods to improve the performance of stores and will hold joint meetings with store employees to discuss improvements in the particular store.

In particular, the Union and Employer shall review the competitive impact of other retailers on the company's business. In the event issues arise during the term of the Collective Agreement where the Employer becomes concerned about the viability of a store, it is agreed that the Employer and the Union shall meet to specifically discuss measures that could be taken to address the concern. Upon request of the Union, the Employer will provide, in confidence, full financial disclosure for the store being reviewed to the two senior officials of the Union.

The Employer and the Union shall first examine measures within the Collective Agreement that could be taken. If necessary, the Employer and the Union shall have the authority to make amendments to the Collective Agreement. If no agreement can be reached on Collective Agreement amendments, the matter may be referred to final offer selection arbitration for final and binding resolution. The arbitrator shall consider similar provisions within this Agreement and the particular store(s) economic position in the local marketplace.

It is agreed that the time frame for the discussions described above, including the date of the presentations to the arbitrator shall be no longer than ninety (90) days from the commencement of the discussions. This time period may be extended by mutual agreement.

- b) At each Quarterly Review meeting, the Employer and the Union will also discuss the potential of returning to the full Collective Agreement terms after the store or stores in question have operated on modified terms for a reasonable period of time.

The parties will discuss any changes in the general competitiveness of the industry in which the company carries on business and the local marketplace of the stores in question, since the implementation of terms that vary from the full terms of the Collective Agreement.

If the changes have been sufficiently favourable to result in the full or significant competitive recovery of the store or stores in question, then the Employer and the Union shall discuss the possibility of returning the store or stores to the full terms of the Collective Agreement or some interim partial improvement, taking into consideration the resulting the impact of any action taken on the future performance of the store or stores.

If the parties cannot agree on whether or not a change should occur and/or how and when the change should occur, then the matter shall be referred to final offer selection arbitration for final and binding resolution.

It is agreed that the time frame for the discussions described above, including the date of the presentations to the arbitrator shall be no longer than ninety (90) days from the commencement of the discussions. This time period may be extended by mutual agreement.

- c) If the parties refer matters to final offer selection arbitration under either (a) or (b) above, it is agreed that the arbitrator will be Vincent L. Ready, or another arbitrator by mutual agreement.

Letter of Understanding #6 – Key Personnel

The Employer shall be able to designate up to two (2) Department Supervisor positions which shall be considered “Key Personnel” positions.

There shall be no claim against an employee’s hours of work within the classification as long as the employee holds a “Key Personnel” position.

The Employer will provide all employees with equal opportunity to fill vacant "Key Personnel" positions.

The parties agree that a vacated "Key Personnel" position shall be filled by applicants that are suitable for the position based on criteria established by the Employer.

When an employee in a "Key Personnel" position decides to step down or is demoted from the "Key Personnel" position, the Employer shall immediately notify the Union and shall return the employee to their former position.

The rate for Department Supervisors shall be thirty (\$0.30) per hour over the top rate of shipper/receiver.

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