

# COLLECTIVE AGREEMENT

BETWEEN

**LOBLAW INC.  
REAL CANADIAN SUPERSTORES &  
DISTRIBUTION CENTRES  
IN BRITISH COLUMBIA**

AND



**UNITED FOOD AND COMMERCIAL WORKERS UNION,  
LOCAL NO. 247**

Chartered by the United Food and Commercial  
Workers International Union, AFL-CIO, CLC

**FIRST PRINTING**  
**Errors and Omissions Excepted**

**TERM OF AGREEMENT**

July 22, 2022 – July 22, 2027

Dear Member:

This is your Union Collective Agreement. It represents the progress and efforts of many years of negotiations. Please read it and make sure you are receiving the benefits to which you are entitled.

Only by insisting on your rights, and refusing to let anyone abrogate them, can the Agreement be kept strong and meaningful. Any abuse of the Collective Agreement tends to undermine and weaken it.

Let's respect the Agreement; let's keep it strong and meaningful.

Make full use of your Shop Stewards.

DAN GOODMAN  
President

CHARLES PRATT  
Secretary-Treasurer

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DRAFT

## COLLECTIVE AGREEMENT

THIS AGREEMENT MADE THIS 22nd DAY OF JULY 2022

**BETWEEN:** **LOBLAW INC.**, carrying on business in the province of British Columbia, hereinafter referred to as

“THE EMPLOYER”

**AND:** **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 247**, chartered by Union Food and Commercial Workers International Union, AFL-CIO, CLC, hereinafter referred to as

“THE UNION”

**WHEREAS:** The Employer and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and the employees covered by this agreement, and provide methods for a fair and amicable adjustment of disputes which may arise between them.

*“We would like to acknowledge our relationship with the land we operate on throughout British Columbia. British Columbia has been the home of First Nations, Inuit, and Metis peoples for centuries and continues to be the home of thousands of Indigenous peoples today. We strive to be accountable by acknowledging the history and cultivating respect in our relationships with the Indigenous Peoples and the land. As we do this, we reaffirm our commitment and responsibility to improving our understanding of Indigenous Peoples, their contributions, and their cultures.”*

## **UFCW 247 & LOBLAW LTD.**

### **ARTICLE 1 – BARGAINING AGENCY**

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- 1.1** Loblaw Inc. recognizes the United Food and Commercial Workers Union, Local 247 as the exclusive bargaining agent for its employees in British Columbia covered by this Collective Agreement employed at:
- a) “The Real Canadian Superstore”
  - b) “Western Grocers Distribution Centres”
- 1.2** Department Managers, Price Checkers, Store Administrators, Pharmacists, Undergraduate Pharmacists, Registered Pharmacy Technicians, Opticians, Undergraduate Opticians, Dietician Management Trainees and those above the rank of Department Manager are specifically excluded



from the bargaining unit and are not covered by this agreement.

The total number of Management Trainees shall be limited to a maximum of twenty-eight (28) in the Province at any one time.

## **ARTICLE 2 – CLARIFICATION OF TERMS**

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- 2.1** In this Agreement, wherever the words “he”, “his”, “her” or “him” appear, it shall be construed as meaning any employee, of all gender identities. Wherever the words “employee” or “employees” appear, it shall mean any person or persons covered by this Agreement.

## **ARTICLE 3 – UNION SECURITY**

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- 3.1** All employees shall, as a condition of employment, become and maintain active membership, as provided in the Constitution and bylaws of the Local Union. It is agreed that the Employer will have employees complete a Union membership application form within seven (7) days upon being employed and forward to the Union office fully completed and signed.
- 3.2** The Employer agrees to provide each new employee, at the time of employment, with material outlining to the employee, their

responsibility in regard to Union membership as supplied by the Union of this Agreement.

### **3.3 Union Security**

No employee shall be discharged, disciplined or discriminated against for any lawful Union activity, or for serving on a Union committee or for reporting to the Union the violation of any provisions of this Agreement. Instances of alleged violation of the foregoing will be brought to the attention of the Labour Relations Manager, and a full investigation by the parties will follow. The above will be subject to the grievance procedure. Any alleged harassment will be dealt with by the Company.

### **3.4 Union Decals**

The Employer agrees to display the official Union Decal or Union Card of the Union in a location where it can be seen by the customers. Such decal shall be of a form and size acceptable to Management and posted in a place approved by the Employer.

## **ARTICLE 4 – DEDUCTION OF UNION DUES**

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**4.1** The Employer agrees to automatically deduct from the wages of each employee covered by this Agreement, initiation fees, Union dues, and

assessments as may be adopted and designated by the Union. In the event of a change, the Union will give the Employer at least five (5) weeks prior notice of the effective date change or deduction as the case may be.

Commencing with the first week of employment, Initiation Fees shall be deducted in ten (10) weekly instalments.

**4.2** The Employer shall remit no later than fifteen (15) days after each accounting period to the Union:

- a) monies deducted from the wages of its employees for Union initiation, fees, dues, assessments and hours paid;
- b) a statement showing each employee's name, employee number, social insurance number, department and store number from whom deductions were made, and the amount of the deduction(s);
- c) a statement showing the names, social insurance numbers, employee numbers and store numbers of the employees terminated and hired during the preceding accounting period;
- d) a statement showing the name, home mailing address including postal code, landline and/or

mobile telephone numbers, social insurance number of all bargaining unit employees.

The Employer will provide the information via FTP or other mutually agreed to process.

## **ARTICLE 5 – BASIC WORK WEEK AND TIME RECORDING**

The Employer reserves the right to schedule hours of operations, employee's hours of work, rest periods, meal periods and overtime work, subject to the following provisions:

### **5.1 Basic Work Week**

- a) The basic work week of an employee working full-time at the Real Canadian Superstore and Western Grocers shall be thirty-seven (37) hours to be to be scheduled as follows:
  - i) Four (4) shifts of eight (8) hours and one (1) shift of five (5) hours.
  - ii) Three (3) shifts of eight (8) hours and one (1) shift of seven (7) hours and one (1) shift of six (6) hours.
  - iii) Two (2) shifts of eight (8) hours and three (3) shifts of seven (7) hours.

The basic work week of an employee working full-time at Western Grocers Marine Drive shall be thirty-seven and one half (37.5) hours consisting of five (5) seven and one half (7.5) hour days.

The basic work week of an employee working full-time at Western Grocers Pitt Meadows shall be forty (40) hours consisting of five eight-hour days.

- b) Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be scheduled.
- c) Employees shall not work longer than their regular, scheduled work day, unless requested to do so by Management; in which event, additional time will be paid at applicable regular or overtime rates. Employees are required to leave the store as soon as it is reasonable to do so.
- d) No employee shall be scheduled for a shift of less than four (4) hours.
- e) Where it will not interfere with the proper operation of the Business, senior grocery full time employees who prefer a night shift shall be given the opportunity to work the night shift on a permanent basis.

## 5.2 Time Sheets

- a) The Employer shall provide a system to enable employees to record their time 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, and such other recordings as may be required by the Employer.

The Employer may elect to introduce other forms of time recording for payroll purposes and prior to doing so, shall meet with the Union in advance to advise of any changes. The Company shall not use personal information obtained for any reason other than that of time recording for payroll purposes or door access.

- b) In the event the time to be paid is less than the time recorded, the employee shall be advised. An employee, who for any reason fails to record all time worked in the manner required by this Article shall be penalized upon written authorization from the Union as follows:
  - i) 1<sup>st</sup> violation - three (3) days' suspension without pay.
  - ii) 2<sup>nd</sup> violation - one (1) week's suspension without pay.

Suspension shall be implemented within one (1) month of notification to do so, unless a longer period is mutually agreed upon by the Union and the Employer; or in the event that the requested suspension becomes subject to the grievance procedure.

- iii) 3<sup>rd</sup> violation - two (2) weeks' suspension without pay.

### **5.3 Payroll Disputes**

The Employer is committed to the early resolution of payroll disputes. If an employee believes that they were paid incorrectly, they should immediately bring it to the attention of their Department Manager. If the matter is not resolved to their satisfaction, then it should be brought to the attention of the Manager, or the Labour Relations Department and the Union.

In the event that an employee is not paid the correct amount of pay as a result of an error made by the Employer, and is not remedied within three working days, the Employee shall be compensated an additional ten percent (10%) of any shorted amount, provided the employee brings the matter to the attention of the Employer as determined above in the week following payday and the employee has properly recorded their time (by TAS swipe where applicable).

## **ARTICLE 6 – OVERTIME**

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**6.1** All time worked in excess of the basic work week or work day, as defined in Article 5.1 of this Agreement, shall be paid at the rate of time and one-half (1½) the regular hourly rate for the first two (2) hours overtime worked in any one (1) day, and double time (2X) the regular rate for all hours worked in excess of two (2) hours overtime.

Daily and weekly overtime thresholds for FT employees at Marine Drive will be based on new basic work week as defined in Article 5.1

**6.2** Part-time employees shall be compensated at the rate of time and one-half (1½) their regular hourly rate for all hours worked over eight (8) hours in any one (1) day and thirty-seven (37) hours per week.

Part-time employees at Marine Drive shall be compensated at the rate of time and one-half (1½) their regular hourly rate for all hours worked over seven and one-half (7.5) hours in any one (1) day and thirty-seven and one-half (37.5) hours per week.

**6.3** Time off shall not be given in lieu of overtime pay.

**6.4** All overtime work must be authorized by the Company.



- 6.5** When overtime of more than two (2) hours is to be worked, consecutive with the regular hours of work, the employee shall be entitled to a fifteen (15) minute paid rest period before commencing overtime.

## **ARTICLE 7 – MEAL PERIODS – FULL-TIME EMPLOYEES**

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- 7.1** Full-time employees working six (6) hours, up to and including eight (8) hours, shall be scheduled by the Employer for a meal period of either thirty (30) minutes or sixty (60) minutes without pay as determined by the Company. This shall commence not earlier than three (3) hours and no later than five (5) hours after the start of the employee's shift.
- 7.2** Meal periods will be scheduled as near mid-shift as possible. Similarly, rest periods will be scheduled as near to midway between the meal period and the commencement and finish of a shift, as possible.

## **ARTICLE 8 – REST PERIODS – FULL-TIME EMPLOYEES**

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- 8.1** An employee working six (6) hours, up to and including eight (8) hours, shall be scheduled by the Employer for two (2) rest periods not to exceed fifteen (15) minutes each; to commence not earlier than one (1) hour after the start of the shift nor less than one (1) hour before either the meal period or the end of the shift. If an employee abuses this

provision he/she will be subject to discipline, as determined by the Employer, which shall be subject to the grievance procedure.

## **ARTICLE 9 – MEAL & REST PERIODS – PART-TIME EMPLOYEES**

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- 9.1** An employee working a daily shift of four (4) hours will have one (1) rest period not to exceed fifteen (15) minutes.
- 9.2** A daily shift of more than five (5) hours, but less than seven (7) hours, will have two (2) paid rest periods of fifteen (15) minutes duration each which may be scheduled as follows, if mutually agreeable:
- a) combine the two (2) rest periods at mid-shift;
  - b) two (2) rest periods as per usual practice with a half ( $\frac{1}{2}$ ) hour for lunch break unpaid.
- 9.3** An employee working a daily shift of seven (7) or more hours, up to and including eight (8) hours, shall be scheduled for two (2) rest periods not to exceed fifteen (15) minutes and one (1) lunch period of either thirty (30) minutes or sixty (60) minutes without pay as determined by the Company. If an employee abuses this provision he/she will be subject to discipline as determined by the Employer, which shall be subject to the grievance procedure. Rest periods, as described above, shall be with pay. Except in cases of

emergency, meal and rest periods will be uninterrupted.

**9.4** Meal periods will be scheduled as near mid-shift as possible. Rest periods shall commence not earlier than one (1) hour after the start of the shift no less than one (1) hour before either the meal or the end of the shift. For shifts of five (5) hours or longer, the rest period shall not commence earlier than one and a half (1½) hours after the start of the shift nor less than one and a half (1½) hours before the end of the shift.

**9.5** If specifically agreed between the employee and their Department Manager, rest periods may be paid at the employee's applicable rate of pay instead of taken.

## **ARTICLE 10 – PREMIUM PAY**

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### **10.1 Night Premium**

Employees working between 10:00 pm and 5:00 am shall receive a premium of seventy-five cents (\$0.75) for each hour worked. Employees who commence a shift between 10:00 pm and 2:00 am shall receive the seventy-five cent (\$0.75) premium for their entire shift.

## **10.2 Sunday Premium**

Employees hired prior to February 11, 1990, working on Sunday shall receive a premium of one dollar (\$1.00) for each hour worked. Sunday shall be considered as the first day of the week for the purpose of the Collective Agreement.

## **10.3 Front End Training**

Employees assigned to train new cashiers shall be paid a premium in addition to the regular rate of pay of fifty cents (\$0.50) per hour for time spent training.

## **ARTICLE 11 – SCHEDULING**

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The following applies to regular full-time and part-time employees.

**11.1** A minimum of twenty-four (24) hours' notice must be given by the Employer to re-schedule an employee's work shift. Such notice is not required with respect to overtime work, absence of staff due to sickness or accident or in case of emergency.

Any changes to the posted schedule must be conveyed directly to the employee by the Department Manager.

**11.2** A copy of the completed master schedule with all changes and authorized time noted shall be posted by 6:00 pm Monday, following the end of the week, and shall remain posted until the new schedule is posted by 6:00 pm Wednesday.

The Company shall post a two (2) week work schedule for all employees not later than 6:00 p.m., Wednesday of each week for the following two (2) week period. Cancellation of shifts for the second week of the two (2) week schedule are permissible provided they are made prior to 6:00 p.m. on Wednesday of the first week of the two (2) week scheduling cycle.

**11.3** An employee's schedule may be changed without notice in the event of absence of scheduled staff for any reason or in the event of an emergency.

An emergency shall be defined as: Any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgment, have been foreseen by the Employer.

**11.4** Employees in retail operations shall be allowed twelve (12) hours of rest between shifts except in an emergency or whereby mutual agreement between the Company and the employee, ten (10) hours of rest between shifts is allowed.

Employees in the Distribution Centre shall be allowed twelve (12) hours of rest between shifts

except in an emergency or where by mutual agreement between the Company and the employee, ten (10) hours of rest between shifts is allowed.

There will be a minimum of twenty-four (24) hours between the end of the employee's day shift and the beginning of the employee's night stocking shift and also between the end of the employee's night stocking shift and the beginning of the employee's day shift.

**11.5** All anytime employees who are scheduled to work twenty (20) or more hours per week shall be scheduled two (2) consecutive days off each week where it is consistent with the efficient operation of the department. This may be altered by mutual agreement between the Company and the employee.

Where possible, full-time employees shall receive either a Friday/Saturday, Saturday/Sunday or Sunday/Monday off once per four-week period calendar.

**11.6** Employees will be required to work no more than four (4) hours on the express checkout or the U-Scan till in any one day, except in the case of an emergency or by mutual agreement.

**11.7** Employees starting a shift between the hours of 10:00 pm and 5:00 am inclusive will be scheduled for shifts of not less than five (5) hours.

**11.8 Consecutive Day Limit**

Where it is consistent with the efficient operation of the department, an employee will not be required to work more than seven (7) consecutive days.

**11.9 Evening and Weekend Shifts – Retail Only**

The Employer will schedule with the intent to allocate the evening and weekend shifts, when the store is open for business, amongst the available anytime and restricted employees available for those shifts. This provision is subject to the operational needs of the business.

**11.10 Shift Extension**

Where it is deemed necessary to extend shifts on short notice, such extensions will be offered by seniority, subject to availability, to employees whose shift is ending at the time the extension is required by the Employer. This will not apply in cases where the extension of the senior employee(s) would result in overtime. Meal and rest periods will be subject to Articles 7, 8 and 9, if applicable.

## **11.11 Call Ins**

In the event an employee is to be called in to work hours that he has not been scheduled to work, any employee may be called for any shift, provided that at the end of the particular week, the comparative number of hours of part-time employees is consistent with the seniority and availability of others in the department.

## **11.12 Part-Time Employees**

In scheduling part-time employees in a department part-time hours of work on a weekly basis shall be assigned to such employees within the classification within the department on the basis of seniority, subject to their availability status and provided the employee has the qualification and ability to handle the work to be performed in a competent manner.

## **4-hour Gap Scheduling**

In weeks where the available anytime employees in a retail store department are receiving twenty-four (24) hours or less, the available anytime employees will be scheduled a minimum of four (4) hours more than restricted employees for that week. Senior available employees will be scheduled as many or more hours than junior available anytime employees on a weekly basis.



The four (4) hour gap shall apply to hours scheduled in the employee's primary department.

### **Clarification Language on Scheduling - Retail Only**

1. In the event that the four (4) hour gap is not applied correctly and there is a valid claim for hours, those hours shall be payable to the senior anytime employees affected.
2. Within the department scheduling group, hours will be scheduled to restricted employees on a weekly basis subject to seniority and availability. Senior restricted employees will be scheduled as many or more hours than junior restricted employees on a weekly basis except when the senior restricted employee is not available (or does not have the ability) to work the shift(s) assigned to the junior restricted employee.

#### **11.13 Full-Time Availability**

A full-time employee who may be scheduled a shift that ends between 6:00 pm and 11:00 pm will be able to submit a request for one evening off Monday to Thursday, for a period of up to twelve (12) weeks up to three (3) times per calendar year. Arrangements for this shall be made by mutual consent between the Employer and the Department Manager.

**11.14** Due to business needs, employees may be required to temporarily perform work outside of their department from time to time but not to the extent that it replaces a call-in shift when a full shift is available.

## **ARTICLE 12 – WAGES – MINIMUM HOURLY RATES**

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### **12.1 Rate Schedule**

The Employer agrees to pay all persons covered by the terms of this Agreement, not less than the attached Schedule of Wages during such time as the Agreement is in force and 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 the Agreement.

### **12.2 Night Shift Lead Hands**

When night stocking takes place, one (1) employee on the night stocking shift shall be Lead Hand on a voluntary basis. In the absence of a volunteer acceptable to the Company, the Company shall designate an employee as Lead Hand.

The Lead Hand shall be paid a premium in addition to the regular rate of pay of one dollar (\$1.00) per hour.

The Company may provide First Aid and CPR training to a Night Shift Lead Hand. The Company will pay the cost of the certified First Aid and/or CPR trainer.

## **Warehouse Lead Hands**

Warehouse employees appointed and scheduled by the Employer to work as a Lead Hand shall be paid a premium of seventy-five cents (\$0.75) per hour. Where a Lead Hand is appointed, it shall be with the agreement of the employee being appointed.

### **12.3 Premium Pay vs. Overtime**

Shift premium pay shall not be added to the employee's hourly rate of pay for the purpose of computing overtime pay.

### **12.4 Meat Production Trainees**

1. Meat Production Trainees will be selected on the basis of skill, qualifications, merit and ability to perform the work. Consideration will be given to the existing Food Clerks in the store with an opportunity for a Trainee. If the Trainees are not suitable or are not available to fill the Production Specialist position, the Company has the right to hire outside.

2. During the training period, Trainees who are not successful or whom the Company determines are not capable of becoming a Production Specialist shall be returned or placed into their former Food Clerk Assistant classification.
3. The duties of the Trainees can include all aspects of the Production Specialist and they will be under the guidance of the same.
4. Trainees will be placed on the Meat Cutter scale at the commencement of training and be assigned the start rate or the hourly rate that is next highest to their current rate, whichever is greater, and assigned the corresponding Class Hours. At the completion of two thousand and eighty (2,080) hours, they will be deemed a permanent meat cutter.
5. When Trainee hours are not available, a Trainee will receive Food Clerk hours in line with seniority.

## **ARTICLE 13 – GENERAL HOLIDAYS**

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**13.1** The following days shall be paid General Holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day

Victoria Day  
Dominion Day  
1st Monday August

Christmas Day  
Boxing Day

and all other public holidays proclaimed by Provincial or Municipal Governments; provided, that all other major grocery stores close on any such holidays proclaimed.

**13.2** General Holidays shall be observed on the day they actually occur. Such may be changed by mutual agreement, but shall be taken within two (2) weeks of said holiday.

**13.3** In the case of a General Holiday proclaimed by a City or Municipality, only those stores of the Employer in that City or Municipality shall be affected by the requirements of this Article.

**13.4** Provided they work their regular scheduled full work day before and after the holiday, unless absent due to bona fide illness or accident, full-time employees regularly working shall receive eight (8) hours pay for each such holiday.

Eight (8) hours stat pay applicable to full-time employees at Marine Drive.

**13.5** Employees required to work on a holiday shall be compensated at the rate of double (2X) their regular hourly rate for each hour worked, and full-time employees shall receive eight (8) hours

minimum pay at the overtime rate (2X) for whatever time worked.

Minimum Pay for full-time employees at Marine Drive working a stat is seven and one half (7.5) hours at double time.

Basic Work week in a Stat week at Marine Drive for the purposes of overtime is thirty (30) hours in a week with one stat and twenty-two and one half (22.5) hours in a week with two (2) stat holidays.

In a week in which one (1) general holiday occurs, as identified in Article 13.1, the basic work week for full-time employees shall be twenty-nine (29) hours. In a week in which two (2) general holidays occur, the basic work week for full-time employees shall be twenty-one (21) hours.

In a week in which one (1) general holiday occurs, as identified in Article 13.1, the basic work week for full-time employees working at Western Grocers Pitt Meadows shall be thirty-two (32) hours. In a week in which two (2) general holidays occur, the basic work week for full-time employees shall be twenty-four (24) hours.

In weeks in which a general holiday occurs, the number of hours paid as statutory holiday pay shall count as hours worked for the purpose of calculating overtime as defined in Article 6.2.

## **13.6 Part-time Employees General Holidays**

Provided they work their regular scheduled full work day before, and after the holiday, unless absent due to bona fide illness or accident, employees regularly working shall receive pay for each such holiday in accordance with sub-articles 13.7 through 13.10.

**13.7** 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 a General Holiday occurs, shall receive eight (8) hours pay at their regular hourly rate for each holiday.

**13.8** 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 General Holiday occurs, shall receive six (6) hours pay at their regular hourly rate for each holiday.

**13.9** 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 General Holiday occurs, shall receive four (4) hours pay at their regular hourly rate for each holiday.

**13.10** All part-time employees who work less than ten (10) hours per week in the four (4) weeks preceding the week in which a General Holiday occurs shall receive General Holiday pay equal to the number of hours worked in the prior twenty-eight (28) day period divided by fourteen (14).

**ARTICLE 14 – RELIEF WORK & ASSISTANT DEPARTMENT MANAGER**

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**14.1** Any employee assigned to relieve the following Department Managers for a period of more than two (2) days shall be paid the following premium for such positions for all time so employed:

General Merchandise Department Manager	Seventy-five cents (\$0.75) per hour
Food Department Manager	One dollar (\$1.00) per hour
Distribution Department Manager	One dollar (\$1.00) per hour
Office Department Manager	Seventy-five cents (\$0.75) per hour

**14.2** Premium pay for relieving the above Department Managers shall be over and above the employee's present regular rate of pay. In the case of an Assistant Department Manager, the difference between the Relief and Assistant Department



Manager premium will be added to the Assistant's rate for the period of relief.

### **14.3 Assistant Department Manager**

To enhance the Company's ability to develop Management staff, there shall be created the position of Assistant Department Manager. The Assistant Department Manager shall be:

- a) filled by available anytime individuals hired or selected on the basis of their merit, qualifications, ability and seniority as determined by Management;
- b) required to provide all relief for Department Manager;

The rate for current incumbents shall be forty cents (\$0.40) per hour over the top in the Department. Persons promoted after ratification shall be paid a rate of twenty dollars (\$20.00) per hour until their class hours provide for an increase on the applicable progression scale above twenty dollars (\$20.00), at which point they would be paid forty cents (\$0.40) per hour above their rate of pay;

- c) when not relieving, receiving hours equal to but not more than the senior employee in the Department.

In cases where this required availability is not being met, the Company may elect to demote the Assistant Department Manager to their former position.

## **ARTICLE 15 – STAFF MEETINGS**

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**15.1** Staff meetings, wherever held, shall be considered as time worked, and compensated for, except where attendance by an employee is on a voluntary basis. Notices posted for staff meetings will clearly state whether the meeting is mandatory or voluntary.

## **ARTICLE 16 – CREDIT FOR PREVIOUS EXPERIENCE**

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**16.1** New Generalists or Clerks may be classified according to previous experience to a maximum of ten thousand hours (10,000) on their wage scale provided:

- i) it is comparable experience as determined by management in a retail store; and
- ii) twelve (12) months have not elapsed since their last day worked.

## **16.2 Credit for Previous Experience Distribution Centres**

New employees will be classified according to previous experience to a maximum of (four thousand and one hundred and sixty-one hours (4161 hours)).

## **ARTICLE 17 – CALL-IN-TIME**

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**17.1** All employees called in, and who report for work shall, if requested to work less than four (4) hours, shall receive four (4) hours pay at their regular hourly rate.

## **ARTICLE 18 – VACATIONS**

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**18.1** Vacation prime time is April 1<sup>st</sup> to September 30<sup>th</sup> however vacation may be scheduled throughout the year. So far as is practical and consistent with the Employer maintaining an efficient operation, vacations shall be granted during the time requested by the employees. The applications for vacation shall be granted on basis of, and in order of, respective employee's seniority in selection of vacation dates subject to the specific provisions contained within Article 18.

The Employer shall post a notice by January 17<sup>th</sup> advising employees seeking vacation time to submit requests to their Department Manager by

February 14<sup>th</sup>. Vacation schedules will be confirmed and posted by March 17<sup>th</sup> after which changes will be by mutual agreement. If the request for vacation time is not made by February 14<sup>th</sup>, they will be granted at the Employer's discretion.

**18.2** All part-time employees who have completed one (1) year of continuous employment with the Employer will have the opportunity to schedule two (2) weeks' vacation. Part-time employees who have completed the following years of continuous employment with the Employer shall receive the following vacation time off:

Three (3) years of service	three (3) weeks of vacation
Eight (8) years of service	four (4) weeks of vacation
Thirteen (13) years of service	five (5) weeks of vacation
Eighteen (18) years of service	six (6) weeks of vacation
Twenty-three (23) years of service	seven (7) weeks of vacation

Such time off will be without pay. Part-time vacation schedules will be completed and posted following the selection by full-time employees.

The Employer will provide part-time employees with their vacation pay for the previous year by the end of January.

- 18.3** Where employees are entitled to three (3) or more weeks of vacation, the additional week(s) of vacation may be scheduled consecutively, by mutual agreement.
- 18.4** All full-time employees, after one (1) year's service, shall receive two (2) weeks' vacation with pay.
- 18.5** All employees with three (3) or more years' continuous service with the Employer as a full-time employee, shall receive three (3) weeks' vacation with pay.
- 18.6** All employees with eight (8) or more years' continuous service with the Employer as a full-time employee shall receive four (4) weeks' vacation with pay.
- 18.7** All employees with thirteen (13) or more years' continuous service with the Employer as a full-time employee shall receive five (5) weeks' vacation with pay.
- 18.8** All employees with eighteen (18) or more years' continuous service with the Employer as a full-time employee shall receive six (6) weeks' vacation with pay.

- 18.9** All employees with twenty-three (23) or more years' continuous service with the Employer as a full-time employee shall receive seven (7) weeks' vacation with pay.
- 18.10** Full-time employees who are eligible for three (3) or more weeks' vacation will have the opportunity to schedule two (2) weeks' vacation during Prime Time.
- 18.11** Full-time employees who are eligible for five (5) or more weeks' vacation will have the opportunity to schedule three (3) weeks' vacation during prime time.
- 18.12 Clarification on Vacation Selection Process**

All full-time employees who are entitled to either two (2) or three (3) weeks' holidays during Prime Time will choose their initial two (2) or three (3) weeks in Prime Time first and seniority will be the governing factor for those weeks. Once all employees who qualify for prime time vacation weeks under Articles 18.10 and 18.11 have booked their two (2) or three (3) weeks in prime time, any remaining weeks (in prime time or outside of prime time) will then be booked by seniority. Any further requests for vacation selection during prime time will be at the discretion of Management and the Company will be fair and reasonable in considering those requests.

- 18.13** Part-time employees with less than three (3) years of continuous employment with the Employer shall receive vacation pay in the amount of not less than four percent (4%) of their total earnings.
- 18.14** Part-time employees with three (3) years or more of continuous employment with the Employer shall receive six percent (6%) of their total earnings.
- 18.15** Part-time employees with eight (8) or more years of continuous employment with the Employer shall receive eight percent (8%) of their total earnings as vacation pay.
- 18.16** Part-time employees with thirteen (13) or more years of continuous employment shall receive ten percent (10%) of their total earnings as vacation pay.
- 18.17** Part-time employees with eighteen (18) or more years of continuous employment shall receive twelve percent (12%) of their total earning as vacation pay.
- 18.18** Part-time employees with twenty-three (23) or more years of continuous employment shall receive fourteen percent (14%) of their total earnings as vacation pay.
- 18.19** Part-time employees with thirteen (13) or more years of continuous employment with the

Employer will have the opportunity to schedule three (3) weeks' time off during prime time.

**18.20** A part-time employee proceeding to full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the Employer as a part-time employee and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate yearly credit for future vacation entitlements, as provided above.

**18.21** 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, sick-leave-credit payments, and other items of similar nature).

Full-Time Vacation weeks at Marine Drive increase from thirty-seven (37) hours per week to thirty-seven and one half (37.5) hours per week.

**18.22** Where a general 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/she been working. Where an employee received three (3) or more weeks' vacation with pay and a general



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 interferes with vacation schedules or interferes with the efficient operation of the Company.

**18.23** All time lost [up to thirty-one (31) consecutive days] because of sickness, or non-occupational accident, all time lost due to occupational accident, all time absent on paid full-time vacation, paid general holidays and all time spent at bakery apprenticeship schools (assuming the employee returns to the Employer following the completion of their course) shall be considered as time worked for the purpose of determining the vacation allowance to which a full-time employee is entitled.

**18.24** All employees, whose absence due to non-occupational accident or sickness or unpaid leave of absence, extends beyond thirty-one (31) consecutive days and results in less than thirty-seven (37) hours' pay per week, shall have their vacation pay prorated in the subsequent vacation year.

Full-Time Vacation weeks at Marine Drive increase from thirty-seven (37) hours per week to thirty-seven and one half (37.5) hours per week.

**18.25** Where the services of an employee are retained by the purchaser of the business, their services (for

vacation purpose only) shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser, in accordance with prevailing statutes.

- 18.26** Employees who have worked thirty (30) days but less than one (1) year and who terminate their employment will receive a vacation allowance to the amount equal to four percent (4%) of the total salary and wages earned for which no vacation allowance has been paid.
- 18.27** Employees entitled to two (2), three (3), four (4), five (5), six (6), or seven (7) weeks' vacation and who terminate their employment shall receive payment for vacation allowance in an amount equal to four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%), and fourteen percent (14%), respectively, of the total wage and salary earned by the employee during the period of employment for which no vacation allowance has been paid.
- 18.28** Provided the full-time employee advises the Company, in writing, at least one (1) month before the commencement of their vacation, the Company agrees to schedule one (1) of the employee's Friday/Saturday, Saturday/Sunday or Sunday/Monday combinations to coincide with the employee's vacation, once per year. Further requests shall be considered, subject to the operational needs of the business.

**18.29** Employees hired after July 4, 2004, and subsequently promoted to full time will be given a January 1<sup>st</sup> date for vacation purposes and will be on a calendar year for vacation entitlement.

A calendar year is defined as “the period between the first Sunday in January and the last Saturday in December of the same calendar year”.

Their new vacation date will be January 1<sup>st</sup> of the year determined by the conversion of part-time hours to the annual hours of a regular full-time employee, which will establish the appropriate year credit for future vacation entitlements.

Effective January 1, 2021, all colleagues at Distribution Centres (non-retail) will move to a common vacation anniversary date of January 1, 2021. Employees affected by this change will be provided information regarding their 2021 accrual by the end of September 2020.

The parties will discuss any one-offs where existing vacation plans for 2021 may be affected because of this change.

**18.30** Provided a full-time employee with three (3) or more weeks’ vacation entitlement advises the Company, in writing, at least one (1) month before the commencement of vacation being taken outside of prime time\*, the Company agrees to

schedule one (1) of the employee's Friday/Saturday, Saturday/Sunday or Sunday/Monday combinations to coincide with the employee's vacation, once per year, provided that another full-time employee's vacation does not overlap the weekend requested.

The above is in addition to Article 18.28.

## **ARTICLE 19 – DISMISSAL NOTICE OR PAY IN LIEU THEREOF**

**19.1** Employees regularly working full-time and upon dismissal by the Employer shall be given individual notice in writing or pay in lieu thereof, as follows:

- a) one (1) week's notice in writing or pay in lieu thereof, to those who have completed sixty (60) or more consecutive days service as a full-time employee;
- b) two (2) weeks' notice in writing or pay in lieu thereof, to those who have completed two (2) or more consecutive years' service;
- c) three (3) weeks' notice in writing or pay in lieu thereof, to those who have completed five (5) or more consecutive years' service;
- d) four (4) weeks' notice in writing or pay in lieu thereof, to those who have completed eight (8) or more consecutive years' service;

- e) the Employer agrees to pay severance pay on store closing of one (1) week's pay up to two (2) years and one (1) week per year over two (2) years to a maximum of twenty (20) weeks' pay for full-time employees.

**19.2** Full-time employees, reduced to part-time and 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 to which they were entitled immediately prior to the date of their reduction to part-time.

**19.3** The Employer shall not be deemed obliged to give any notice whatsoever or to give any pay in lieu thereof, to any employee guilty of rank insubordination, dishonesty, obvious disloyalty, possession and/or consumption of intoxicants or illegal drugs at any time during working hours, or just cause.

Theft from the Employer, customers and co-workers is prohibited. Any employee found to be removing or consuming any property belonging to the Employer, customers or other employees will be dismissed with just cause.

Willful damage to the property of the Employer, customers, or fellow employees is prohibited. Any employee found to be willfully damaging the property of others in the workplace will be dismissed with just cause.

**19.4** This Article shall not be deemed to invalidate an employee's right under Article 31.

**19.5** The use of intoxicants compromises the safety to all employees; intoxicants can include alcohol, legal drugs (recreational or medical cannabis including vaping products) or illegal drugs. Therefore, the use of intoxicants while working is prohibited. This includes:

- a) Any use, possession, distribution, or the offering for sale of illegal drugs, related paraphernalia or legal drugs prescribed to others.
- b) Any consumption, possession or presence of alcohol in the body during working hours or on the Employer's premise. Employees who are impaired by alcohol or drugs whether consumed at work or prior to work, will be immediately removed from the workplace and referred to Human Resources or the Labour Relations Department to determine the appropriate action.

## **ARTICLE 20 – FUNERAL AND BEREAVEMENT LEAVE**

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**20.1** In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay, with consideration given to travel time for attending the funeral. The length of

absence shall be up to three (3) days at the discretion of the Employer. The term “immediate family” shall mean: spouse, parent, child, brother, sister, step-mother, step-father, step-son, step-daughter, step-brother, step-sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grand-mother, grandfather, and grandchildren, or any relative living in the household of the employee. In the event of the demise of an aunt or uncle, nephew or niece, an employee will be granted one (1) day leave of absence with pay to attend the funeral.

In the case of death of spouse, father, mother, child, step-parent or step-child, the employee shall be entitled to up to one (1) week leave of absence with pay.

Employees may “split” either the three (3) days or one (1) week to cover off both bereavement and time to attend the funeral [i.e. two (2) days bereavement taken at the time of death and one (1) day taken for the funeral].

- 20.2** Part-time employees time off with pay shall be calculated on a prorated basis of hours worked during the twelve (12) weeks prior to the week the funeral leave was taken.
- 20.3** Requests for additional unpaid travel time or additional unpaid funeral leave will be considered.

**20.4** An employee's day off will not be used to circumvent funeral or bereavement leave provisions. This leave may be extended for up to five (5) days by using vacation time and/or other unpaid leave.

## **ARTICLE 21 – PREGNANCY LEAVE**

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**21.1** Employees shall request a leave of absence because of pregnancy. Such request will be granted, provided the employee submits to their Employer a request, in writing, for such leave at least four (4) weeks prior to the date she intends to commence such leave, together with a certificate from a qualified medical practitioner indicating the estimated due date, unless medical circumstances prevent the employee from providing the required notice.

Pregnancy leave shall be a maximum of seventeen (17) unpaid weeks of which eleven (11) weeks may be taken prior to delivery. The Employer will require additional medical documentation from an employee who requests more than eleven (11) weeks leave prior to their due date.

**21.2** The employee, when returning to work, shall give the Employer two (2) weeks' notice of date of return and submit a certificate from their doctor, indicating that their resumption in employment will not, in their opinion, endanger their health.



**21.3** The employee shall be returned to their former position at the completion of their leave of absence. Should the position no longer exist, the Company and Union shall meet to resolve the issue.

**21.4** An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article 21 or Article 22 below will do so with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

All employees returning to work as outlined above shall receive credit to their class hours and seniority hours based on the average hours that they would have worked while on the leave. The credits shall be applied upon the employee's return to work and paid retroactively if applicable.

## **ARTICLE 22 – PARENTAL LEAVE**

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**22.1** Birth mothers who have taken pregnancy leave under Article 21.1 shall at their request be granted an unpaid parental leave of a maximum of thirty-five (35) consecutive weeks, to be taken within the fifty-two (52) week period after the child's birth, beginning immediately after the leave taken under Article 21.1.

**22.2** Birth fathers, adoptive parents and birth mothers who have not taken leave under Article 21.1 shall at their request be granted an unpaid parental

leave of a maximum of thirty-seven (37) consecutive weeks, to be taken within the fifty-two (52) week period after the birth or adoption of child.

**22.3** Employees requesting leave under Article 21.2 must give the Employer at least four (4) weeks written notice of the date the employee will start parental leave unless:

- a) The medical condition of the birth mother or child makes it impossible to comply with this requirement.
- b) The date of the child's placement with the adoptive parent was not foreseeable.

The Company reserves the right to request appropriate documentation supporting a) or b) above.

**22.4** Employees on leave shall give the Employer a minimum of two (2) weeks' notice of their intention to return to work.

## **ARTICLE 23 – LEAVE OF ABSENCE**

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**23.1** The Employer agrees to grant necessary time off without pay, to not more than four (4) employees from each Superstore, and four (4) employees from the Distribution Centre, provided that not more than two employees are from the same

department, in the same store or Distribution Centre, designated by the Union, for a maximum of one (1) year to attend a Labour Convention or to serve in an official capacity for the Union, provided that as much notice as is possible be given, and in any event, not less than fifteen (15) days, provided a suitable replacement can be made available by the Company for the job involved.

- 23.2**
- i) Employees shall be considered for leaves of absence without pay for severe personal or familial distress.
  - ii) Employees may apply for a leave of absence for out of country travel and the Employer shall be sensitive to their needs taking into consideration previous requests.

An employee's application for a leave of absence must be submitted in writing or electronically to their Department Manager at least sixty (60) days prior to the period for which the leave is intended. It is understood that there may be circumstances where the sixty (60) day time-frame may not be available to the employee and the Employer shall consider the employee's request in those instances. The written application must include specific departure and return to work dates. The Company shall endeavor to reply, electronically or in writing,

to employee requests within fifteen (15) days.

If approved, the employee will then provide a copy of their transportation itinerary, with approved dates. Failure to provide the required documentation prior to the commencement of the leave will result in the leave being revoked.

Failure to return to work on the agreed upon return to work date may result in disciplinary action up to and including termination of employment unless acceptable documentation is provided indicating the delay was out of the employee's control.

The length of any leave of absence shall be governed by the needs of the business and left to the discretion of the Company.

All leaves requested under 23.2(i) and (ii) shall be subject to operational requirements.

**23.3** All applications for leave of absence shall be in writing to their Department Managers or store management team in conjunction with Human Resources who will make the final decision. In the case of Leave requests for out of province/country travel, the employee shall be required to provide a copy of their ticket, prior to commencing the leave, clearly showing a confirmed return date that allows them sufficient time to return to work at the expiration of their leave. Length of leave shall be governed by need. Copies of the application and

ticket must also be submitted to the Departmental Manager and the Union Office prior to the commencement of the leave.

Failure to provide the required documentation prior to commencement of the leave shall result in the leave being revoked.

#### **23.4 Family Responsibility Leave**

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

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

**23.5** An employee off on a medical leave of absence will be required to provide updated medical documentation at least once every four (4) weeks unless the Employer advises otherwise. The Employer will be fair and reasonable in their request for this medical information.

## **ARTICLE 24 – UNION’S RECOGNITION OF MANAGEMENT’S RIGHTS**

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- 24.1** The Union agrees that the Management of the Company, including the right to plan, direct and control store operations, direction of the working force, discharge of employees for just cause, and those matters requiring judgment as to the competency of the employees, is the sole right and function of the Employer.
- 24.2** The parties agree that the Company shall be the sole judge of the merchandise it may handle, process, manufacture or package and of the manner in which these functions may be carried out and in which the merchandise may be handled, stored, shipped or sold.
- 24.3** The parties agree that the foregoing enumeration of Management rights shall not be deemed to exclude other recognized functions of management not specifically covered by this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered by this Agreement.

## **ARTICLE 25 – STORE VISITS AND BULLETIN BOARDS**

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- 25.1** An authorized representative or executive officer of the Union shall be permitted, after notifying the Manager, to talk with an employee regarding Union matters during regular working hours. The interview of such employee by the Union

Representative or executive officer, shall be carried on in a place provided for and designated by the Company. Time taken for such interview in excess of five (5) minutes shall not be on Company time. Time taken for such visits shall not disrupt the serving of customers.

Union representatives may request copies of payroll records including work schedules. Specific requests should be made to the Labour Relations Department.

Union representatives will be permitted access to locations where bargaining unit members are working, provided they are wearing authorized identification.

**25.2** A locking case will be placed in the lunch room or another mutually agreed location and be designated for Union notices only. The Union agrees not to post material objectionable to the Employer.

## **ARTICLE 26 – MISCELLANEOUS**

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### **26.1 Smocks or Aprons**

Where the Employer requires the employee to wear smocks or aprons, the Employer shall provide and repair such smocks and aprons free of cost to the employee.

**26.2** The Employer agrees, during the term of this Agreement, to furnish and maintain first-aid equipment in its stores, as required by the Workers' Compensation Act.

**26.3 Employee Relations Committee (E.R.C.)**

There shall be an Employee Relations Committee (E.R.C.) to address issues of concern to both employees and the Company. The meetings will be held as needed, at the request of either party, at a store or otherwise mutually agreed location.

The committee will include up to six (6) bargaining unit employees or their designates. Subjects addressed may include health and safety, housekeeping and maintenance.

Issues that arise between meetings may be presented in writing to management or the Union. The Company will reply in writing or determine that an additional E.R.C. meeting is necessary.

The existence of this committee will not affect employee's rights under Article 31.

**26.4 Video Surveillance**

Video surveillance is a valuable resource that can be used to help safeguard employees and customers as well as protect both Company and



employee assets. Within the confines of the law, the Company will utilize video surveillance equipment on its property.

## **26.5 Background Security Checks**

Should the Employer require a background security check, the Employer shall bear the costs.

## **26.6 Supplies**

The Employer will maintain the appropriate supplies required to effectively operate the front-end checkouts. Such items will include pens, fatigue mats etc. as determined by the Employer.

## **26.7 Facilities and Cash Shortage Reports**

The Company will continue to provide a microwave oven and coffee machine at each store or warehouse location.

A courtesy phone for employee use will be provided in new store locations.

Cash shortage reports will not be posted in open areas.

In the event that the temperature in the store becomes unreasonably cold, employees will be allowed to dress accordingly.

## **26.8 Safety Footwear Allowance – Western Grocers**

Warehouse employees who have successfully passed probation shall receive one hundred dollars (\$100.00) annually, paid by the end of January, to offset the cost of Safety Footwear. Such footwear will be required to have six inch (6”) ankle-high protection.

## **26.9 Safety Footwear – Retail**

Full Time receivers and Full Time Grocery clerks who are required to wear steel-toed safety footwear will be paid an allowance of fifty dollars (\$50.00) per year towards the cost. The Employer and the Union will source suppliers of safety footwear. The parties will then meet and select a suitable supplier with the lowest cost option considering the discount the Employer is able to negotiate to purchase the footwear. Safety shoes must be Canadian Standards Approved (CSA).

## **26.10 Parking Area Lighting**

The Company commits to having appropriate lighting in the area where employees park and enter the store. This is intended to provide light to these areas when the store is closed.

**26.11** Personal mobile devices (e.g. your own smartphone or smartwatch) may be used during an employee’s working hours, provided the use of their device is in

accordance with Company policies and guidelines. The employee must exercise proper judgement and common sense with the use of their device; recognizing health and safety, food safety, and customers come first.

## **ARTICLE 27 – JURY DUTY AND MATERIAL WITNESS**

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**27.1** All employees, summoned to jury duty or subpoenaed as a material witness, shall be paid wages amounting to the difference between the amount paid to them for such services and the amount they would have earned had they worked on such days. Employees on jury duty or subpoenaed as a material witness shall furnish the Employer with such a statement of earnings as the Courts may supply. This does not apply if the employee is summoned on their day(s) off.

Part-time employees, when summoned to jury duty or appearing as material witness on behalf of this Employer shall be re-scheduled or paid wages based on hours worked in the previous four (4) weeks.

**27.2** Employees shall return to work within a reasonable period of time following the conclusion or breaks from jury duty. 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 when acting as a material witness, and actual work on the job in the store in one day shall not exceed eight (8) hours for the purpose of establishing the basic work day. Any time worked in the store in excess of the combined total eight (8) hours shall be considered overtime and paid as such under the contract.

## **ARTICLE 28 – PHYSICAL EXAMINATIONS**

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- 28.1** Where the Employer requires the employee to take a physical examination, the doctor's fee shall be paid by the Employer, and the examination shall be on Company time. Where subsequent examination proves an employee unfit to work in a food store, examinations shall be paid by the employee.
- 28.2** Where the Employer requires an employee to have a Modified Work Form completed specific to a WCB claim, the Company will reimburse the employee, to a maximum of sixty dollars (\$60.00), provided a valid, paid receipt is presented and the form is returned in a timely manner as determined by the Company. Employees will cooperate with the Employer in this regard.
- 28.3** Employees applying for Short Term Disability (STD) or WCB Benefits must cooperate with the Employer specific to the timely return of modified duties work forms and where medically permitted, cooperatively participating in a modified return to work program.

## **ARTICLE 29 – CASH SHORTAGES**

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- 29.1** Employees handling cash will be held accountable for errors resulting in cash register overages and shortages where they have been given the opportunity to verify the contents of the cash tray at both the beginning and end of the shift and have exclusive access to the register throughout the work shift. In the event that management or a designated cash office employee exercises the right to open the register during the employee's work shift, the employee will be given the opportunity to verify all withdrawals and/or deposits.
- 29.2** In the event a customer claims they have been short changed by the cashier, the cashier shall notify management and together verify the contents of the cash tray.
- 29.3** No employee shall 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.

## **ARTICLE 30 – SENIORITY**

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- 30.1** Seniority shall mean the length of continuous service with the Employer in classifications within the seniority group covered by this United Food and

## Commercial Workers Local 247 Collective Agreement.

Seniority date cannot be earlier than actual date of hire. In such cases the seniority date will be recognized as the date of hire.

New hires shall have a probationary period of three hundred (300) hours worked. The probation period may be extended by mutual agreement with the Union Representative up to an additional one hundred (100) hours worked. During this probationary period new employees may be discharged by the Employer at its discretion. Upon completion of the probationary period, seniority shall then be established retroactive to the commencement of employment.

**Loblaw Distribution Centres:** All employees hired after date of ratification shall have a probationary period of five hundred and twenty (520) hours worked. During this probationary period new employees may be discharged by the Employer at its discretion. It is understood between the parties that all modified work outside of regular duties is excluded from the calculation of the probationary period to a maximum of 200 modified hours. The Company will notify the union representative in writing prior to an employee completing their five hundred and twenty (520) hour probationary period that their probationary period has been

extended by up to 200 hours because of modified work.

Upon completion of the probationary period, seniority shall then be established retroactive to the commencement of employment.

- 30.2** Seniority date cannot be earlier than actual date of hire. In such cases the seniority date will be recognized as the date of hire.

### **Full-Time to Part-Time Employment**

Full-time employees will have the ability to change to part-time status once during the term of the collective agreement for reasons other than working at alternative full-time employment. Employees may make this request during the period of January 10<sup>th</sup> to November 1<sup>st</sup> of any given year. Changes will be made in a timely fashion as to not interfere with efficient operation of the business. Full-time employees moving to part-time will be required to submit a declaration of availability form and shall maintain their seniority and class hours.

- 30.3** Seniority shall be exercised only within a seniority group.

Seniority lists shall be established for each of the departments within the groups covered by the agreement.

The parties agree that bargaining unit employees employed at each location shall constitute a separate seniority group for the purpose of Article 30.

**30.4** Seniority and employment shall be terminated when:

- a) An employee voluntarily quits or is terminated for just cause or fail to show up for work for three (3) consecutive shifts without valid reason and/or without proper prior notice. In the case of the latter, Article 31.3 shall not apply.
- b) An employee fails to report to work after seven (7) days when recalled from layoff. An employee had to be recalled by registered mail at last known address on file with the Employer.
- c) An employee has been on layoff and has not worked for a period of six (6) months.
- d) fails to return to work upon the conclusion of a leave of absence unless their failure to return is for reasonable cause.
- e) uses an approved leave of absence for purposes other than those specified to the Employer.



## Layoff and Recall

- f) When reducing staff, junior employees within the department in the classification shall be laid-off first. When recalling employees from layoff, they shall be recalled in seniority to the department and classification from which they were laid off.

When reducing full-time employees, employees with a name guarantee shall take precedence over those employees who do not have a name guarantee.

- g) In the event a full-time employee is laid off or is reduced to part-time, or a part-time employee is reduced to zero (0) hours for four (4) consecutive weeks, they shall be allowed to:
  - i) Fill a vacancy or displace the most junior employee within the classification within their seniority group.
  - ii) Fill a vacancy or displace the most junior employee whose rate is equal to or less than their current rate outside their classification within their seniority group.
  - iii) Carry fifty percent (50%) of their class hours to determine their rate of pay in their new classification to a maximum of

one half the total hours on the new wage scale.

- iv) For the purpose of this article only, Meat Cutters and Bakers shall be considered in the same classification as Food Clerks. When required to exercise 30.4 g), their rate of pay would be appropriately amended should it be based on a rate of pay associated with the Journeyperson steps of a previous Collective Agreement or Assistant Department Manager status.
- h) Should an employee exercise their seniority outside their classification, he shall be given a “reasonable opportunity” to do the job in a competent manner. For the purpose of this section “reasonable opportunity” shall mean a maximum of thirty-seven (37) hours for a full-time employee and sixteen (16) hours for a part-time employee.
- i) An employee exercising their seniority under (e) above will be restricted to one opportunity to do a job outside their classification in a competent manner.
- j) In the event that a full-time position becomes available within the classification of the most senior full-time employee laid off or reduced, that employee shall have the first opportunity to fill the position.

- k) In the event a full-time position becomes available outside the classification of the most senior full-time laid-off employee or reduced full-time employee, he will be given a reasonable opportunity, as defined above, to perform the job in a competent manner subject to 30.4 (e) (ii).
- l) In the event a part-time position becomes available, the most senior laid off part-time employee will be given a reasonable opportunity, as defined above, to perform the job in a competent manner subject to 30.4 (e) (ii).

## **Transfers**

- m) The Employer and the Union agree that when transfers of employees between the stores is conducive to the proper operation of the business, the employees will co-operate with the Employer in this matter.

Where it will not interfere with the efficient operation of the business, employees may request a transfer to the store nearest their residence or intended residence provided there is a vacancy that is consistent with their availability and they maintain or improve their current level of availability for no less than one hundred and sixty (160) hours and the

requested location is within their division. Should the transfer be granted, the employee will be restricted to one (1) such transfer during the life of the Collective Agreement unless determined otherwise by the Company.

Employees who have completed five hundred and twenty (520) hours worked may also request a transfer to a new store within their division prior to the new store opening.

Such requests will be made in writing and submitted to the Human Resources Department. Where there are multiple requests for a transfer, and a transfer is allowed, seniority shall be the determining factor. All transfers are subject to merit, fitness and ability.

When an employee transfers within the bargaining unit under this article, he will maintain their seniority, class hours, and rate of pay.

- n) The Employer agrees to pay the cost of transportation (bus fare or corporate kilometre rate) when an employee is borrowed to another store or required to use their own vehicle during the course of the employee's day of work. When an employee is borrowed to another store during regular working hours,

the time taken to commute will be paid by the Employer at the regular hourly rate.

- o) The Employer agrees that, in the case of the temporary out-of-town transfer, the employee shall be paid reasonable travelling and living expenses.
- p) The Employer agrees that, if an employee has a good and sufficient reason for not accepting a transfer, the employee will not be forced to accept such a transfer.
- q) When an employee is transferred within the bargaining unit under this agreement, he will maintain their seniority, class hours, and regular rate of pay at the time of the transfer.
- r) Employees from outside the bargaining unit of seniority groups may be transferred into the bargaining unit or seniority group provided such transfer does not result in the displacement of or reduction of hours of a member of the said bargaining unit or seniority group.

### **30.5 Promotions**

The two (2) divisions of the Company (Real Canadian Superstore and Western Grocers) shall be considered separate for the purposes of seniority.

Promotions and vacancies shall be filled by department on the basis of seniority, providing the senior employee has the merit, fitness and ability to perform the work. The Employer agrees to act in good faith and further agrees not to discriminate in any manner.

Existing full-time employees who have requested relocation to another store, will be given first opportunity to fill any full-time vacancy within their department. In the event that there are no such requests for transfer, full-time vacancies shall be filled by department on an area-wide basis.

Employees wishing to be considered for full time in any BC Real Canadian Superstore location, outside their home store can send an email to [bcrsftjobs@loblaw.ca](mailto:bcrsftjobs@loblaw.ca) and cc: [loblawft@ufcw247.com](mailto:loblawft@ufcw247.com) indicating which store(s) they would be prepared to work in.

The Company will post a notice in June and January to remind employees of the process.

New hires will be informed of the full-time application process at their orientation session.

### **30.6**

Any full-time or top-rated part-time employee who has completed their probationary period and who is in a store which is to be closed or sold, shall be allowed to displace the most junior employee in their classification in the bargaining unit.

## **30.7 Availability**

Restricted Retail Store employees hired after July 3, 2004, must be available to work during the week (Sunday to Saturday) a minimum of three (3) days in five (5) hour blocks, one of which must be an evening or weekend.

Part-time employees shall declare their availability five (5) times per year.

Part-time employees shall be required to work according to their most recent Declaration of Availability. Employees cannot use a floating availability date to limit or further limit their availability between November 15<sup>th</sup> and the end of the year. An employee shall not be allowed to use an availability change until a minimum period of four (4) weeks has elapsed since their last availability change, unless it is to increase the employee's current availability.

All employees interested in maximizing hours during the month of December may elect to expand their current availability, giving notice and availability change to their Department Manager by the third (3rd) Sunday in November. This availability change would be effective on the first or second Sunday in December at the choice of the employee.

Anytime part-time employees are able to declare themselves unavailable for either:

- i) a period of up to eight (8) consecutive hours between 00:00 hrs. Monday and 24:00 hrs. Thursday and be in the same block of time each week; or
- ii) a period of five (5) consecutive hours between 00:00 Friday and 24:00 hrs. Sunday and be in the same block of time each week

and still be considered available anytime for scheduling purposes. All employees exercising this option must do so at the time they declare their availability. These restrictions will be awarded based on seniority and the Company may limit the number of restrictions.

Part-time employees (DC only) must be available for hours consistent with days of operation and the six (6) hour blocks must line up with either the start or end times of posted shifts in the facility.

All part-time employees hired after July 3, 2004, must be available to work for all hours on either Saturday or Sunday and must be available for two (2) additional six (6) hour blocks consistent with shifts in their department.

Employees shall not exercise an availability change until the completion of their probationary period,



except in cases where the availability is increasing, or they had taken advantage of the December availability expansion or they are returning to school. New employees shall be advised at the time of hiring.

The Employer will make “Declaration of Availability” forms available online to part-time employees. Employees who require a change in availability will submit a completed form online. Provided the request is submitted Saturday by noon, the change will be reflected on the schedule posted the following Wednesday.

New employees shall be required to complete a “Declaration of Availability” form online, on or before the first day of work. An employee must not restrict themselves to the point that they are not available for normal scheduled shifts within the department.

Requests to change availability outside of the stated declaration opportunities may be allowed at other times throughout the year at the discretion of Management.

If the Company changes the hours of operation of one of its stores, employees of the affected store will be given a “free” availability change. Any such change must be made within one (1) month of the change in store hours and must be directly linked to the change in the store hours.

Failure to provide a proper declaration of availability prior to a declaration date shall result in the continuance of the previous Declaration of Availability.

An employee must not restrict themselves to the point that they are not available for normal scheduled shifts within the department.

All part-time employees (DC only) hired after ratification must be available to work for all hours on either Saturday or Sunday and must be available for two (2) additional eight (8) hour blocks consistent with shifts in their department.

### **30.8 24 Hour Stores / Extended Hours**

- a) The following conditions will apply to any store that is open twenty (20) or more hours per day. They will not apply to bakery and meat production, bakery and meat sales related to current production stores, night stocking employees and night receiving employees.
- b) When the store is open for business to the public between 11:00 pm and 7:00 am seniority will be the governing factor in staffing. Senior employees will be given first choice to work or not work and, if there are insufficient volunteers reverse order of seniority will apply.

- c) It is understood that for part-time employees hired before the store opens the extended hours, available anytime status would be met provided the employee is available for the same hours that were previously scheduled within their department prior to the store hours changing to twenty (20) or more hours.
- d) The minimum shift for employees working the night shift will be six (6) hours but the Company will endeavour to schedule longer shifts whenever possible. The scheduling of longer shifts will be subject to the operational requirements of the business.
- e) The Company will take the appropriate steps to ensure the safety and security of employees working extended hours.
- f) Employees will not be required or scheduled to work from 11:00 pm to 7:00 am or from 7:00 am to 11:00 pm in the same week. There will be a minimum of forty-eight (48) hours between the two.
- g) The Employer agrees to notify the Union and the affected employees a minimum of two (2) weeks in advance of any proposed store hour changes.

- h) Employees will be given an additional opportunity to change their declaration of availability to meet the extended hours.

### **30.9 Guarantee of Hours**

The following items (a) and (b) shall apply only to the Front-End Department of all stores.

- a) Article 11.11 notwithstanding, the senior forty percent (40%) of the employees in the Front-End Department, hereinafter called “the Group”, shall be scheduled as follows:
  - i) the senior one third (1/3) of “the Group” shall receive twenty-eight (28) hours or better, per week;
  - ii) the next most senior one-third (1/3) of “the Group” shall receive twenty-four (24) hours or better, per week;
  - iii) the least senior one-third (1/3) of “the Group” shall receive twenty (20) hours or better, per week.
- b) Implementation of the above minimum guarantee of hours for “the Group” subject to the following definitions and/or conditions:

- i) “The Group” shall be calculated based on the total number of part-time employees in the Front End Department.

This will then produce the number of part-time employees entitled to the minimum guarantees as indicated in 30.12 (a).

Any restricted employees shall not qualify to be scheduled under this section. The Company, therefore, shall go to the next unrestricted available employee until the total number constituting “the Group” is reached.

The following paragraph 30.12 (a) shall apply to all other departments in the stores, except in the Front-End Department.

It is understood that employees hired prior to ratification (December 3, 2010) that work exclusively as a Cashier, or Cash Office or Customer Service will only be required to work in another area of the Front End by mutual agreement.

- c) Notwithstanding 30.12 (a) and (b) the following shall apply to all other departments.

The senior one-third (1/3) of unrestricted employees in a Department shall hereafter be called “the Group” and be scheduled as follows:

- i) the senior one-third (1/3) of “the Group” shall receive twenty-eight (28) hours or better;
  - ii) the next most senior one-third (1/3) of “the Group” shall receive twenty-four (24) hours or better;
  - iii) the least senior one-third (1/3) of “the Group” shall receive twenty (20) hours or better.
- d) Restricted employees shall not qualify to be scheduled under this section.
  - e) Hours worked or paid, including General Holiday as per Article 13, shall be considered as hours worked for the purpose of satisfying the minimum guarantees in section 30.12 (a) and (c) above.
  - f) The number of employees entitled to a minimum guarantee of hours of twenty-eight (28), twenty-four (24), or twenty (20) hours, is to be calculated according to a formula.

For Example:

**Hours Received by “GROUP” (as set out in Article 30.11)**

<b>Eligible Employees</b>	<b>In “GROUP”</b>	<b>28 Hrs.</b>	<b>24 Hrs.</b>	<b>20 Hrs.</b>
1	0			
2	1	1		
3	1	1		
4	2	1	1	
5	2	1	1	
6	2	1	1	
7	3	1	1	1
8	3	1	1	1
9	4	1	1	2
10	4	1	1	2
11	4	2	1	1
12	5	2	2	1
13	5	2	2	1
14	6	2	2	2
15	6	2	2	2
16	6	2	2	2
17	7	2	2	3
18	7	2	2	3
19-21	8	3	3	2
22-23	9	3	3	3
24-26	10	3	3	4
27-28	11	4	4	3
29-31	12	4	4	4
32-33	13	4	4	5
34-36	14	5	5	4

<b>Eligible Employees</b>	<b>In "GROUP"</b>	<b>28 Hrs.</b>	<b>24 Hrs.</b>	<b>20 Hrs.</b>
37-38	15	5	5	5
39-41	16	5	5	6
42-43	17	6	6	5
44-46	18	6	6	6
47-48	19	6	6	7
49-51	20	7	7	6
52-53	21	7	7	7
54-56	22	7	7	8
57-58	23	8	8	7
59-61	24	8	8	8
62-63	25	8	8	9
64-66	26	9	9	8
67-68	27	9	9	9
69-71	28	9	9	10
72-73	29	10	10	9
74-76	30	10	10	10
77-78	31	10	10	11
79-81	32	11	11	10
82-83	33	11	11	11
84-86	34	11	11	12
87-88	35	12	12	11
89-91	36	12	12	12
92-93	37	12	12	13
94-96	38	13	13	12
97-98	39	13	13	13
99-101	40	13	13	14
102-103	41	14	14	13
104-106	42	14	14	14
107-108	43	14	14	15
109-111	44	15	15	14



<b>Eligible Employees</b>	<b>In "GROUP"</b>	<b>28 Hrs.</b>	<b>24 Hrs.</b>	<b>20 Hrs.</b>
112-113	45	15	15	15
114-116	46	15	15	16
117-118	47	16	16	15
119-121	48	16	16	16
122-123	49	16	16	17
124-126	50	17	17	16
127-128	51	17	17	17
129-131	52	17	17	18
132-133	53	18	18	17
134-136	54	18	18	18
137-138	55	18	18	19
139-141	56	19	19	18
142-143	57	19	19	19
144-146	58	19	19	20
147-148	59	20	20	19
149-151	60	20	20	20
152-153	61	20	20	21
154-156	62	21	21	20
157-158	63	21	21	21
159-161	64	21	21	22
162-163	65	22	22	21
164-166	66	22	22	22
167-168	67	22	22	23
169-171	68	23	23	22
172-173	69	23	23	23
174-176	70	23	23	24
177-178	71	24	24	23
179-181	72	24	24	24
182-183	73	24	24	25
184-186	74	25	25	24

<b>Eligible Employees</b>	<b>In "GROUP"</b>	<b>28 Hrs.</b>	<b>24 Hrs.</b>	<b>20 Hrs.</b>
187-188	75	25	25	25
189-191	76	25	25	26
192-193	77	26	26	25
194-196	78	26	26	26
197-198	79	26	26	27
199-201	80	27	27	26
202-204	81	27	27	27

### **30.10 New Department**

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

- a) a new group of products or commodities are to be sold or services offered; or,
- b) the pre-existing 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 Manager for that department will be added to the exclusions under Article 1.

### **30.11 Assistant Department Manager**

The Parties agree that, to enhance the Company's ability to develop Management staff, there shall be created the position of Assistant Department

Manager. The Assistant Department Manager shall be:

- a) filled by individuals hired or selected on the basis of their merit, qualifications, ability and seniority as determined by Management;
- b) required to provide all relief for Department Manager;

The rate shall be forty cents (\$0.40) per hour over the top in the Department.

- c) when not relieving, receiving hours equal to but not more than the senior employee in the Department.

An Assistant Department Manager must maintain an availability that allows them to relieve the Department Manager throughout the year, consistent with the Department Manager's vacation, days off, and scheduling practices that is in keeping with the efficient operation of the department. In cases where this required availability is not being met, the Company may elect to demote the Assistant Department Manager to their former position.

### **30.12 Store Closure**

In the event of the closure of a store, employees shall be able to exercise their seniority to transfer

to other stores of the Employer within the same division within the same contract area.

In the event that employees are unable to maintain employment in another store in the same division, they shall be able to exercise their seniority to transfer outside their division within their contract area. If they are still unable to maintain employment, they shall be able to exercise their seniority to transfer within the total bargaining unit.

Employees who exercise their seniority to transfer under this article shall retain their seniority. Employees who remain in the same classification and department shall retain their class hours and rate of pay.

### **30.13 Requested Day Off**

Employees, who request in writing and are granted a specific day(s) off prior to the posting of the work schedule, shall not have their hours of work for the week reduced as a result of the request being granted, provided not more than two (2) requests to a maximum of two (2) days each per four (4) week calendar period. It is understood that the above shall be subject to operational requirements and the employee's restriction.

The above will not restrict a Department Manager from granting additional days off.

## **30.14 Opportunity Clause**

Part-time employees originally hired in General Merchandise Departments or in the Courtesy Clerk Classifications, or in the Host Classification who have worked more than two thousand (2,000) hours, may request a transfer to a Food Department where there is a vacancy, once during the term of the agreement. Their availability must be consistent with the needs of the vacancy and if they are transferred, the employee must maintain that same availability for no less than one hundred and sixty (160) hours unless as determined otherwise by management.

Requests shall be considered on the basis of seniority provided the merit, fitness and ability are relatively equal among employees requesting a transfer. The Company may waive the two thousand (2,000) hour requirement with the agreement of the Union.

Employees granted a transfer will be on probation for a period of up to three hundred (300) hours to demonstrate their ability to perform the work in a satisfactory manner. In the event they are unable to perform satisfactorily in the new position, they shall be returned to their previous position.

Employees granted a transfer will be placed on the Clerk wage scale at the same rate of pay and be assigned the corresponding number of class hours.

This clause shall not apply to Meat Cutter and Baker positions.

### **30.15 Training Hours**

Any outside training hours (Learning Store/Private Learning Institutions) are not considered part of the schedule.

Initial cashier training of twenty-five (25) hours is not considered part of the schedule.

Employees may waive their availability status in order to attend off-site training, cashier training and the new hire orientation program.

### **30.16 Transfer Language – Retail Only**

Part-time Clerks who have in excess of one (1) year's service in their department may be granted a transfer to another department where there is a vacancy. Employees on the clerk scale granted a transfer to another department will maintain their wage rate and class hours.

Part-time Food Specialists may also transfer to a GM department and those who elect to do so will maintain their current rate of pay, except in cases

where it exceeds the top rate of the Clerk Scale. In those cases, the transferring employee's rate of pay will be adjusted to the Clerk Scale top rate. Class hours would be adjusted accordingly, consistent with the new rate.

The Company will be fair and reasonable in considering requests for a transfer. Requests shall be considered on the basis of seniority provided the merit, fitness and ability are relatively equal among employees requesting a transfer. An employee will be limited to one (1) such transfer every twenty-four (24) months.

Employees granted a transfer will be on probation for a period of up to three hundred (300) hours to demonstrate their ability to perform the work in satisfactory manner. In the event they are unable to perform satisfactorily in the new position, they shall be returned to their previous position, rate of pay and class hours, where appropriate.

There may be occasions where the one (1) year service requirement and/or the one (1) transfer every twenty-four (24) months limitation may be waived at the discretion of the Company should it suit the needs of the business.

A transferring employee's availability must be consistent with the needs of the vacancy and if they are transferred, the employee must maintain that same minimum availability for no less than one

hundred and sixty (160) hours unless as determined otherwise by management.

This clause does not apply to Meat Cutters, Bakers, and Pharmacy employees.

## **ARTICLE 31 – GRIEVANCES**

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**31.1** Any complaint, disagreement or difference of opinion between the parties hereto, concerning the interpretation, application, operation of the Agreement, violation of the terms and provisions of this Agreement, shall be considered a grievance, subject to the grievance and arbitration provisions of this Agreement.

Employees found to be unacceptable to the Employer's Bonding Company may be discharged at the Employer's discretion.

**31.2** Grievances must be submitted to the Employer, in writing, not later than ten (10) working days from the event giving rise to the grievance, or it shall be waived by the aggrieved party.

**31.3** No employee shall be subject to a disciplinary interview or be given a written reprimand, warning letter, or be suspended or dismissed except in the presence of a shop steward, or in their absence, another member of the bargaining unit, selected by the employee. When a shop steward is present in the workplace, they shall be used as a witness for



discipline unless the employee being disciplined chooses otherwise.

Verbal coaching or notes to file in an employee's personnel file shall not be considered a step in part of the progressive disciplinary process. Upon request, employees shall be given copies of any discipline documented in their personnel file.

Where appropriate, discipline shall be conducted on Company time at or near the end of the employee's shift.

A "disciplinary interview" is defined as a meeting with an employee where the Employer is intending to discipline the employee.

**31.4** Employees may request their right to the presence of a shop steward or in their absence, another member of the bargaining unit as selected by the employee during a random security check of bags, purses and parcels.

**31.5** If the steward or another member of the bargaining unit is present during a reprimand, warning letter or security check, they may advise the employee.

**31.6** The procedure for adjustment of grievance and disputes by an employee shall be as follows:

**1<sup>st</sup> Step:** By a discussion between the employee, with or without Shop Steward, and Management. If a satisfactory settlement cannot be reached within five (5) days; then within ten (10) days:

**2<sup>nd</sup> Step:** The Union representatives may take up the matter with the Company's official designated by the Employer to handle labour relations. If a satisfactory settlement cannot be reached within fourteen (14) days, the matter may then be referred to Arbitration, as per Article 32.

**31.7** Disciplinary reprimands and suspensions which predate twenty-four (24) months of continuous discipline free employment shall not be used in any disciplinary action after that time.

**31.8** Where an employee alleges that sexual harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement.

## **ARTICLE 32 – BOARD OF ARBITRATION**

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**32.1** Either of the parties may, within thirty (30) days of a decision at Step 2 of the Grievance procedure,

notify the other party in writing of its desire to submit the Grievance to Arbitration.

- 32.2** The parties agree to select a single Arbitrator.
- 32.3** The parties will attempt to agree upon the choice of a person to act as arbitrator. Failing that, the Minister of Labour for British Columbia shall be requested to appoint the arbitrator.
- 32.4** No person who was involved in the negotiations of the Agreement will serve as arbitrator.

## **ARTICLE 33 – LOCKERS**

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- 33.1** The Employer will not search an employee's locker without the presence of the employee and a Shop Steward if requested.
- 33.2** All locks must be removed from lockers at the completion of the employee's shift.
- 33.3** The Company will designate a locker for the exclusive use of the Shop Steward and/or Union Representative for storage of Union supplies/materials.

The Company will provide at least seventy-two (72) hours' notice of intent to remove locks.

## **ARTICLE 34 – VOTING PRIVILEGES**

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**34.1** The Employer agrees that they will fully comply with any law requiring that the employee be given time off to vote.

## **ARTICLE 35 – DENTAL, HEALTH AND WELFARE BENEFIT TRUST FUND**

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- 35.1**
- a) The Employer agrees to name three (3) Trustees and the Union agrees to name three (3) Trustees to the jointly trusteed UFCW Local 247 Benefit Trust Fund, whose responsibility it will be to maintain a trust document and plan text.
  - b) The Employer agrees to participate in, and contribute to, the UFCW Local 247 Benefit Trust Fund.
  - c) Effective the first full pay period after the date of ratification 2015, the total contribution shall be forty-seven cents (\$0.47) per hour. Effective the first full pay period in August, 2016, the total contribution shall be forty-nine cents (\$0.49) per hour to maintain the current benefit level. [Hours paid shall include hours worked, vacation, general holidays, sick days, jury duty, bereavement leave, paid time off for negotiations, etc., up to a maximum of thirty-seven (37) hours per week.]

- d) The Employer agrees to sign a “Participation Agreement” and supply any other documents, forms, reports or information required by the Trustees of the UFCW Local 247 Benefit Trust Fund.
- e) Contributions, along with a list of employees for whom they have made, the amount of the weekly contribution for each employee, and the number of hours worked or paid according to the above 37.1 (c) shall be forwarded by the Employer 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.
- f) The contributions are intended for the purpose of providing dental, health and welfare benefits such as, but not limited to prescription drugs, life insurance, employee assistance program and other benefits as determined by the trustees from time to time.
- g) The trustees shall have the authority to allocate any surplus funds from the Dental Plan to the Health & Welfare Plan or from the Health & Welfare Plan to the Dental Plan in order to maintain or improve benefits as they determine appropriate.

## **ARTICLE 36 – SICK LEAVE/SICK CALLS**

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### **Short Term Disability**

Seventy percent (70%) of straight time weekly salary benefits to be paid on the fourth day of absence due to sickness or non-occupational accident. There is a twenty-six (26) week benefit period. It is understood and agreed that all matters of eligibility, coverage and benefits shall be as set out in the Plan and as determined by the carrier. The above is available for full-time employees. Employees found abusing the privilege shall be disciplined by the Employer.

### **Full Time Benefits**

Employees become eligible for Full Time benefits on the first day of the month after three (3) months of continuous service.

**LTD** – Employer-paid portion of the premium is seventy-five percent (75%).

**Life Insurance** – Employer co-pay is seventy-five percent (75%).

**Drug Coverage** – Lifetime maximum is one hundred and twenty thousand dollars (\$120,000) for Hospital, Extended Health, and Drug Benefits.

## **Maintenance of Benefits**

Employees returning to work after an absence due to WCB, medical leave, pregnancy leave or parental leave shall not be required to re-qualify for benefits for which they were previously entitled.

### **Part Time Sick Days**

**36.1** The Company short term sick plan of thirty-seven (37) hours per year will be extended to those part-time employees who work thirty-two (32) hours per week for thirteen (13) consecutive weeks. The employee must fail to meet the above hour requirement for a period of thirteen (13) consecutive weeks from the time they first fail to meet it before they are disqualified.

Paid hours for General Holidays under Article 13 shall count towards qualification and disqualification of these benefits.

Employees working at the Real Canadian Superstore who qualify for the short-term sick plan as outlined in this article shall be eligible to draw sick time increments of less than the scheduled work shift to a maximum of thirty-seven (37) hours in a calendar year at one hundred percent (100%) of the regular rate of pay.

Employees working at the Loblaw Distribution Centre Marine Drive who qualify for the short-term

sick plan as outlined in this article shall be eligible to draw sick time increments of less than the scheduled work shift to a maximum of thirty-seven point five (37.5) hours in a calendar year at one hundred percent (100%) of the regular rate of pay.

Employees working at Loblaw Distribution Centre Pitt Meadows who qualify for the short-term sick plan as outlined in this article shall be eligible to draw sick time increments of less than the scheduled work shift to a maximum of forty (40) hours in a calendar year at one hundred percent (100%) of the regular rate of pay.

Part-time employees shall be entitled to paid sick leave as per Employment Standards Legislation.

**36.2** When calling in sick or to miss a shift for any reason, all employees must speak with their Department Manager, or in the absence of their Department Manager, the Store Manager, the Assistant Store Manager, or the on-duty Manager, and in the absence of any of the aforementioned, the Lead Hand.

Warehouse employees must leave a message stating the reason for the absence in cases where the call is not answered.

Retail employees, calling when the store is closed, must call the designated number and must either speak to the Department Manager or on-duty



Manager and in the absence of any of the aforementioned, the Lead Hand, or leave a message stating the reason for the absence.

- 36.3** In the event that an employee is unable to attend work due to illness or other reasons deemed acceptable to the Company the employee must provide the Company with as much notice as possible, but in any event, not less than one (1) hour prior to the commencement of their scheduled shift.

### **Sick Notes**

The Employer will not require Doctor's certificates from employees unless:

1. The employee has been formally advised that their attendance record is unacceptable and that Doctor's certificates will be required in the future;

OR

2. The duration of the absence, or circumstances surrounding the absence, require justification.

## **ARTICLE 37 – EXPIRATION AND RENEWAL**

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- 37.1** This Agreement is effective from July 22, 2022 to July 22, 2027 for a term of five (5) years and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety

(90) days before the expiry date or the anniversary of such expiry date from year to year thereafter give notice in writing to the other party of desire to terminate such Agreement or to negotiate a revision thereof.

## **ARTICLE 38 – PENSION**

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**38.1** The Employer agrees to participate in and contribute to the **CANADIAN COMMERCIAL WORKERS' INDUSTRY PENSION PLAN.**

The Employer will participate in the new CCWIPP Master Contribution Agreement, taking effect July 1, 2015.

All required contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee, and the number of hours worked or paid according to the above, shall be forwarded by the Employer within twenty-one (21) 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 below.

**38.2** Hourly Pension Contributions from the Employer are as follows:

Effective July 1, 2015 – \$1.45

In addition, Member contributions will be deducted from the employees as follows effective July 1, 2015:

<u>Period of Continuous Service</u>	<u>Member Contribution Rate</u>
Less than 2 years	0 cents/hour
2 years but less than 8 years	22 cents/hour
8 or more years	40 cents/hour

No contributions of any kind can be accepted by CCWIPP for employees age seventy-one (71) or older; or employees under age seventy-one (71) in receipt of a pension benefit from CCWIPP regardless of their retirement date.

## **ARTICLE 39 – EDUCATION AND TRAINING FUND**

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The Employer agrees to contribute ten cents (\$0.10) per hour for every hour worked by members of this UFCW 247 Bargaining Unit, based on Dental Plan hours, to the United Food & Commercial Workers, Local 247 Education & Training Fund.

## **ARTICLE 40 – STEWARDS RECOGNITION AND EMPLOYEES REPRESENTATION**

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The Employer recognizes that shop stewards may be elected or appointed by the Union. The Union shall inform the Employer and post notices of the shop stewards on the bulletin boards.

## **ARTICLE 41 – PERSONAL ASSURANCE OF FULL TIME EMPLOYMENT**

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The Company will renew the assurance to maintain full-time employment for all bargaining unit employees in the Real Canadian Superstores in the province of British Columbia who are at full-time status at the date of ratification (Sunday, July 24, 2022). Declining a transfer as a full-time employee may be cause for demotion to part-time status as determined by the Company.

Sub-article 30.4 (n) shall not apply in cases of having to move to maintain a full-time position.

The current full-time percentage will be maintained for the life of the current agreement at sixteen percent (16%) (Retail), Marine Drive Warehouse – forty percent (40%), Pitt Meadows Warehouse – forty percent (40%). The assurance of full-time employment may require moving to another location and/or department in the bargaining unit as determined by the Employer. The assurance of full-time employment will not apply in the case of a just cause dismissal or in the case of an Assistant Department Manager if demoted, or in the case of an Assistant Department Manager going to part-time status as a result of not accepting a managerial position.

With respect to the Loblaw Distribution Centre facilities, an employee who is required to move to another facility to maintain full-time status will be offered the first opportunity to return to their original location should a full-time vacancy occur within six (6) months of the date of the original move.

## **ARTICLE 42 – EQUIPMENT**

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**42.1** The Employer agrees to maintain equipment that employees are required to use in a safe condition. Equipment that is not in proper working condition should be reported to the Department Manager.

### **42.2 Anti-Fatigue Mats**

Effective anti-fatigue mats will be placed at the checkstands, customer service and in appropriate production areas.

The Company will provide an anti-fatigue mat for cashiers assigned to monitor self-scan tills.

### **42.3 Hand Sanitizers**

The Company will make a hand sanitizer readily available for all employees, where hand washing stations are not available.

## **ARTICLE 43 – WATER**

---

Employees may elect to bring a bottle of water to their working areas while working under the following conditions:

1. The bottle is any brand sold in the store or a personal water bottle absent of competitor branding or any other material or content that may be objectionable as determined by the Company.

2. The size is one (1) litre or smaller.
3. Cashiers and Joe Fresh employees will store the bottle under the counter. Bottles are not to be present on the sales floor when the store is open and are only permitted in designated areas that do not compromise Food Safety practices.

Employees must exercise common courtesy with customers when consuming water.

#### **ARTICLE 44 – AUTOMATED CHECKSTANDS**

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In the event the Employer introduces automated checkstands into any of its locations, the hours of existing cashiers shall not be reduced as a result.

#### **ARTICLE 45 – CUSTOMER RUDENESS**

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There shall be zero tolerance for customer rudeness, impropriety, and abuse. No employee shall be required to continue to serve a customer who has engaged in any of these behaviours. Management shall take proactive steps to discourage improper customer behaviour.

## **ARTICLE 46 – PC EXPRESS**

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The Company may exclude a Department Manager as per Article 30.12.

PC Express shall be a separate department, but employees shall be able to perform work throughout the store to fulfil customer orders, though this will not have an adverse impact upon existing bargaining unit employees. For example, a PC Express customer has ordered a box of Cheerios, none is on the shelf, but there is inventory on hand. The PC Express employee will replenish the Cheerios (to a maximum of one case), in order to fulfil the PC Express customers' order. Examples of activities that a PC Express employees will not be performing include the slicing deli products, meat cutting or cake decorating. The PC Express employee will only retrieve the prepared deli, meat or bakery product from the various service departments once the production for the order is completed, as if they were a customer.

In the event there is insufficient work within the PC Express department during an employee's shift, they may be redeployed as an over and above into another department. This work will not cause the cancellation of scheduled hours, nor will it impact on call in shifts that otherwise would have been replaced.

Employees in PC Express will be paid based on the food clerk scales.

In the event of a PC Express department closure, the applicable layoff language in the collective agreement would apply.

## **ARTICLE 47 – MULTICULTURAL**

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T&T and Arz, or any other multicultural business Loblaw has a majority ownership interest may produce, supply and/or sell product within the Company's stores. Such services may be delivered by their employees, who shall be under the direction and control of their managers. It is agreed that their employees and managers are not employees of the Company.

## **ARTICLE 48 – PHARMACY**

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- a) All legacy Pharmacy Technicians and existing Senior Assistants will transition to the Pharmacy Senior Assistant scale by moving to the hourly rate that is next highest on that scale and shall have their class hours adjusted to be consistent with that new rate.

All legacy Pharmacy Specialists shall be classified as Pharmacy Generalists or Clerks.

- b) Pharmacy Generalists or Clerks may enter into the Senior Assistant classification where there is an opening as determined by the Company. Placements within the Senior Assistant classification shall be proficiency based and in the event that there is a dispute regarding an



employee's suitability for an opening, the Director of Pharmacy will review the employee's work history, education, availability and skills of the candidate and make a final determination of the suitability of the candidate. A skills evaluation test may be required as determined by the Company.

### **Undergraduate Pharmacists**

The introduction of Undergraduate Pharmacists shall not result in a reduction in of hours worked by employees in the Department.

### **Undergraduate Opticians**

The introduction of Undergraduate Opticians shall not result in a reduction in of hours worked by the employees in the Department.

## **ARTICLE 49 – OPTICAL TECHNICIAN**

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Employees in the Optical Technician classification must have a demonstrated ability to manage a new prescription from intake to the Optician's sign off. Employees may enter this classification where there is an opening as determined by the Company. In the event that there is a dispute regarding an employee's suitability for an opening, the Director of Optical will review the work history, education, availability and skills of the candidate and make a final determination of the suitability of the candidate.

## **ARTICLE 50 – JOE FRESH**

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As a uniquely specialized non-traditional store department any movement of employees into the Joe Fresh department under the terms of the collective agreement shall be subject to an employee meeting the ability and qualification requirements of the Joe Fresh business unit. Employees entering the Joe Fresh business would generally be expected to demonstrate fashion apparel knowledge, great customer service and inter-personal communication skills. If an employee faces layoff and is not permitted to bump into Joe Fresh they will be absorbed elsewhere in the bargaining unit.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
Barry Jimenez

\_\_\_\_\_  
Dan Goodman

\_\_\_\_\_  
Sean McLennan

\_\_\_\_\_  
Charles Pratt

\_\_\_\_\_  
Alex Vazquez

\_\_\_\_\_  
Dean Patriquin

\_\_\_\_\_  
Sid Belcher

\_\_\_\_\_  
Tima Dickerson

\_\_\_\_\_  
Jennifer Mason

\_\_\_\_\_  
Susan Espin

\_\_\_\_\_  
Lee Jones

\_\_\_\_\_  
Sandra Peters

\_\_\_\_\_  
Darcy Scott

\_\_\_\_\_  
Dawn Stevenson

\_\_\_\_\_  
Greg Herman

\_\_\_\_\_  
Sandra Geldart

**FOR THE EMPLOYER**

**FOR THE UNION**

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Troy Dennison

---

John Lewinski

---

Andrew Mackenzie

---

David Mowatt

---

Christine Morrison

---

Tony Nguyen

---

Lyndsay Brannon

---

Raj Chawla

---

Bryce Kusel

---

Ashton Cooper

---

Dave French

---

Dan Asselin

---

Dino Castellarin

**FOR THE EMPLOYER**

**FOR THE UNION**

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Eric Nielson

---

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Wojitec Rojewski

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Bjorn Clavecilla

DRAFT

## **LETTER OF UNDERSTANDING #1**

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### **Additional Department Managers**

**1) Appendix "A"**

The parties agree that Appendix "A" does not prevent the implementation of additional premiums or other incentives as determined by the Company from time to time.

**2) Additional Department Managers**

The parties agree that a second Department Manager may be appointed and excluded under Article 1 in those departments where the Company determines it necessary for the proper operation of the business.

The introduction of a second Department Manager shall not result in a reduction in hours worked by bargaining unit employees in the Department.

## **LETTER OF UNDERSTANDING #2**

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1. The parties agree that the current roster of Retail Departmental Managers includes the following:

Front End Department Manager,  
Deli Department Manager,  
Home Meal Replacement Department Manager,  
Meat Department Manager,  
Seafood Department Manager,

Bakery Department Manager,  
Grocery Department Managers,  
Produce Department Managers,  
Bulk Foods Department Manager,  
JOE Apparel Department Manager,  
HABA Department Manager,  
Bakery Sales Department Manager,  
Right Hand Side Department Manager,  
Pharmacy Department Manager,  
Natural Value Department Manager,  
Optical Department Manager,  
SAP/PI Department Manager

## **LETTER OF UNDERSTANDING #3**

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### **Health & Safety Committee - Retail**

A Health and Safety Committee shall be established as required under the Industrial Health and Safety Regulations for each Retail operation. The Union and Management shall each appoint two (2) committee members and one (1) alternate member for each committee which shall meet once per month at the place of employment or otherwise mutually agreed location.

The Company shall schedule a minimum of two (2) of the Union's appointees to attend each monthly meeting which shall be held on Company time.

## **LETTER OF UNDERSTANDING #4**

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In reference to Article 37 of the Collective Agreement, the parties agree that the operation of Section 50, subsections 2 and 3, of the Labour Relations Code, British Columbia is hereby excluded.

## **LETTER OF UNDERSTANDING #5**

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### **Courtesy Clerks**

1. Courtesy Clerk's duties are limited to basket and cart retrieval, bagging, sorting or returnable beverage containers, carry-outs, price checks, filling check stands with bags, merchandise return (put-aways) sweeping and cleaning the check stand, entrance and entire store area.
2. It is understood that cleaning the entire store area shall mean cleaning mouldings, shelves, sweeping and mopping of the floors in any area of the store premises and shall also include clean-up (dust, wash, damp mop, clean up spills and breakages) in lunch room, washroom and sales area. The sales area shall be defined as any area within the store where the customers normally shop.
3. Courtesy Clerks will not be used to the extent that existing employees doing those duties will suffer a reduction of hours.



4. The total number of Courtesy Clerks hours in a store shall not exceed ten percent (10%) of the total hours worked in the bargaining unit of that store each and every week.
5. It is understood that Courtesy Clerks are excluded from the guarantee calculations but are eligible to receive guarantees.

## **LETTER OF UNDERSTANDING #6**

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### **Uniform Clothing Allowance**

When the Employer determines it appropriate and implements a uniform shirt, the following will apply.

The Employer agrees to:

- 1) Provide two (2) shirts to available anytime employees;
- 2) Provide a minimum of one (1) shirt to restricted employees;

In addition, the Employer will provide one (1) replacement shirt as required.

## **LETTER OF UNDERSTANDING #7**

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### **Respect and Dignity**

The Employer agrees that employees, the people who are a vital part of our success, must be treated with dignity, respect and fairness appropriate in the circumstances.

The parties agree that allegations of inappropriate conduct may be grieved under Article 31. If the parties cannot resolve the issue through the grievance procedure, the matter may be referred to an arbitrator under Article 32. In the event the arbitrator finds that a violation of this letter has occurred, he/she will be limited to referring the case to the following dispute resolution process.

1. The matter will be referred to a mediator from an agreed list of suitable mediators.
2. If the matter is not resolved through direct mediation, the mediator will write a report outlining their view of the matter and make recommendations for a resolution.
3. Individuals identified through the process as having engaged in inappropriate conduct will be retrained or appropriately disciplined as determined by the Employer.

## **LETTER OF UNDERSTANDING #8**

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### **Shift Change – Day to Night / Night to Day**

The Company and Union shall meet to discuss employee issues that may arise specific to shift changes between day / night and night / day, with a view to resolve said issues where possible.

## **LETTER OF UNDERSTANDING #9**

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### **Retail**

In the event that a four (4) day work week is being considered, the Company and the Union will meet to discuss provisions of a mutually agreeable four (4) day work week for full-time employees.

## **LETTER OF UNDERSTANDING #10**

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### **Merging of Departments**

It is the Company's intention to merge certain Departments or merge classifications within Departments in order to effect more efficient scheduling. It is understood that seniority and wage rates would carry over to the newly merged department or classification. As these mergers occur, the Company will give advance notice to the Union and will meet with the Union to discuss the process in advance.

Employees in these departments shall not lose any existing guarantee of hours as a result of this change during the first two (2) months following the merge.

There is no requirement to match hours for employees in cases where a junior employee is receiving a guaranteed guarantee.

## **LETTER OF UNDERSTANDING #11**

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### **Contracting Out and Job Security**

In the event the Company decides to contract out work presently being performed as bargaining-unit work, it undertakes that no employee in the store will lose their job with the Company as a result. This does not apply to Click and Collect.

The employees of a third party whose services have been engaged as per the third party contracting out or multicultural business exceptions in the collective agreement shall not perform work outside the scope of the services they have been engaged to perform and thereby perform bargaining unit work. Example, the Company engages a third party to operate a Halal meat department. The employees of the third party cannot perform work in the Company operated meat department. The Employer agrees that for any violation of this it will pay a penalty of one thousand dollars (\$1,000).

## **LETTER OF UNDERSTANDING #12**

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### **Minimum Wage Adjustment**

In the event the provincial Minimum Wage increases, the scale will start at the new Minimum Wage in either 2025 or 2026 at the Company's discretion, and employees will progress at ten cents (\$0.10) increments in the progression until their class hours correspond to an existing rate on the pay scale.

## **LETTER OF UNDERSTANDING #13**

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### **Buyouts**

The Company will make available to all employees a voluntary buyout as per the following Buyout Schedule. The employees accepting the buyout shall be deemed to have terminated their services with the Employer and will have no right of recall or re-employment with the Employer. Calculation of the amount of the buyout as indicated below shall be based on a calculation of average weekly hours. For this purpose, the average number of hours will be based on hours worked or paid over the previous fifty-two (52) weeks prior to the buyout offer. Periods of time during which an employee was on maternity leave, parental leave, adoption leave or WCB benefits, will not be counted as time worked for the purpose of calculating the average. The Employer reserves the right to make the final determination as to the number of employees who may participate in the program and their departure dates. The Union will be provided with

a list of successful applicants. A minimum of one hundred and fifty (150) buyouts will be offered to eligible applicants.

## **LETTER OF UNDERSTANDING #14**

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### **Four Hour Gap**

The parties agree to meet within eighteen (18) months of ratification to discuss the impact of Dynamic Scheduling on scheduled hours and any further amendment of Article 11.12. Any amendments will be by mutual agreement.

## **LETTER OF UNDERSTANDING #15**

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### **Guarantee of Hours**

The parties agree that any part time employee receiving a guarantee of twenty-eight (28) hours under Article 30.11 as at the date of ratification shall be given a one-time opportunity to declare their desire to increase their guarantee of hours to thirty (30) hours under Article 30.11 for the term of the current Collective Agreement. The part time employee shall declare in writing their desire, and provide said written declaration to their department manager, no later than fourteen (14) days from date of ratification. The change will be implemented on the next posted schedule as per Article 11.2.

In order to maintain a guarantee under this Letter of Understanding, the employee must:

- i) maintain an “anytime” availability as per Article 30.9,
- ii) not transfer between stores,
- iii) remain in their primary department as at date of ratification during the term of the Letter.

There is no requirement to match hours for senior employees in cases where the senior employee has elected not to participate causing a junior employee, who has elected to participate, to receive more hours.

Upon the expiry of this Collective Agreement, this letter will be deemed to be expired, and these part time employees will be returned to the twenty-eight (28) hour guarantee under Article 30.11.

## **LETTER OF UNDERSTANDING #16**

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### **Shift Marketplace**

The Company will be introducing “Shift Marketplace” wherein a pool of shifts, offered or unfilled, may be made available online through the Dynamic Scheduling application. Unfilled shifts are defined as those that were not scheduled or assigned to employees in a store through the posted work schedule.

- a) **On a Voluntary Basis**
  - i. Interested part-time employees may claim shifts from a pool in their primary or additional

job codes within their home store (can't claim a job you can't do).

- ii. Interested part-time employees may offer their existing shifts to the pool within their home store no later than twenty-four (24) hours before its start time. If the shift offered is unclaimed up to two (2) hours before the shift start, the part-time employee is required to work that shift.
- iii. Interested part-time employees may select work shift assignments on a first-come-first serve basis, provided they have the skill, ability and knowledge to perform the work. A part-time employee can claim multiple shifts but only claim one shift at a time.
- iv. Part-time employees can then work shifts such that their combined total weekly hours (through posted work schedule(s) and Shift Marketplace) do not exceed a maximum of thirty-seven (37) hours per week e.g. You have 32, can't claim 7.
- v. Selection of work assignments will not be unreasonably denied by the Company. Employees found to be abusing the shift marketplace as determined by the Company may be denied access.



- b) **Call-ins (Additional Hours-Shift Pick up)**
  - i. Where the Company initiates a call-in, and after exhausting the existing call-in procedure in the collective agreement, the call-in shift may be offered through “Shift Marketplace.”

## **LETTER OF UNDERSTANDING #17**

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### **SHIFT SWAP – Part-time Scheduling Flexibility (In Store)**

Part-time employees can SWAP shifts of equal or different lengths by mutual consent and without regard to seniority. Shift swap requests remain subject to approval by the Department Manager or designate.

## **LETTER OF UNDERSTANDING #18**

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### **Full-time Scheduling Flexibility**

- a) Full-time employees may on a voluntary basis, be scheduled in more than one department and may perform work in multiple departments.
- b) Part-time employees who are hired and promoted to Full-time after ratification 2022 may be scheduled in more than one department and may perform work in multiple department(s).

## **LETTER OF UNDERSTANDING #19**

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### **Hired at Two (2) Corporate Stores**

Part-time employees can now be hired to simultaneously hold more than one (1) position and be scheduled in two (2) stores. Employees will accrue Class Hours concurrently.

## **LETTER OF UNDERSTANDING #20**

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### **Part-time Cross-Training**

A Part-time employee who is desirous of being cross-trained, shall inform the Company in writing, of their willingness to be cross-trained. The Company shall post a notice in the store to remind part-time employees of this opportunity. The Company will maintain a running list of potential candidates in each store and agrees to give full consideration to the employee's request in the following way:

- a) The Company will consider the list of interested candidates in order of seniority when it decides to initiate cross-training. The Company will not unreasonably deny requests. Candidates must have an availability that aligns with the cross-training opportunity. Once a candidate has been selected for cross-training, they will be removed from the running list in order that other potential candidates be given consideration. Employees do not have the right to exercise a preference to work shifts in a specific department(s) and are limited to

cross-training within their current classification. Where a candidate declines cross-training, their name shall be maintained on the list and they may be provided with a further cross-training opportunity should one arise.

A cross-trained employee can re-apply in writing for additional cross-training and will be placed at the bottom of the cross-training list. These employees will be considered on a first-come first-serve basis for additional cross-training once the list of employees desirous of initial cross training is exhausted.

Where a cross-trained employee's hours in an additional department(s) are materially reduced on an ongoing basis due to business circumstances (excluding downward seasonal sales fluctuations), the employee may re-apply to the running list of interested candidates and the Company will not unreasonably deny such requests.

- b) Employees selected to be cross-trained must, at minimum, maintain the cross-training availability of four (4) days a week (Sunday to Saturday) in five (5) hour blocks. Employees shall be required to serve a probationary period of one hundred and sixty (160) hours in the department for which they are cross-trained. In the event an employee does not maintain the minimum availability requirement and/or does not successfully complete the required

probationary period, they will no longer be scheduled in the additional department.

- c) Part-time employees who have been cross trained may also be scheduled in additional departments. In such instances, the cross-trained employee shall be considered the most junior employee for purposes of scheduling in that department, such that they receive an equal or lesser amount of weekly hours in that department, relative to a senior employee in that department who has the skill, ability, knowledge to perform the work and is available.

Where two (2) or more cross-trained employees are scheduled in the same additional department, seniority for purposes of scheduling shall be based on length of service within the department.

- d) The Company may choose to hire a new employee as opposed to scheduling cross-trained employees in additional departments. There is no requirement to provide hours beyond the employee's primary department schedule.

Employees who have been cross trained may be moved to a new primary department at any time by mutual agreement between the Company and the employee concerned. Employees shall maintain their seniority and rate of pay in accordance with Article 30.4 (o).

- e) Cross-trained employees may be scheduled more total weekly hours than a senior employee in their primary department as a result of being cross-trained and scheduled in additional departments.
- f) It is understood that employees receiving a scheduling guarantee as outlined in Article 30.11, shall receive those hours in their primary department and any cross-training scheduled shift(s) would be in addition to that guarantee.
- g) Once the Company has exhausted the list of internal cross-training candidates and/or no employees have made their intentions known by signing-up on the running list of potential cross-training candidates at the time the Company decides to initiate cross-training, the Company shall be free to cross-train interested employees of its choosing, including “new hire” employees.

## **LETTER OF UNDERSTANDING #21**

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### **Single Day Vacation**

Any full-time employee who is entitled to seven (7) weeks' 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:

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

Only one (1) single vacation day may be taken per week, unless otherwise mutually agreed to.

Single Day Vacation will be selected in the following process:

- Employee must declare that they wish to break one week of their vacation into single days prior to the commencement of the vacation selection process.
- Single Day Vacation days are subject to the operational needs of the store and in the case of multiple requests, the request will be denied in order of reverse seniority.
- Single Vacation Days will be selected at the end of the vacation selection process in order of seniority.

## **LETTER OF UNDERSTANDING #22**

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### **Part-time Day Vacation**

Article 18.2 notwithstanding, in the event the Company elects to pay each employee their vacation pay each pay period with their regular pay, it shall advise the Union a minimum of eight (8) weeks' in advance of the change.

## **LETTER OF UNDERSTANDING #23**

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### **Work Experience Programs**

The Company and the Union acknowledge the diverse backgrounds of the employees in our workplaces. The Union acknowledges the Company has established relationships (partnerships) in our communities with social organizations to provide meaningful opportunities for personal growth and community inclusion, to empower individuals to accomplish their employment goals by providing valuable work experience in our stores through these relationships and the Company's participation in work experience programs. The Parties will meet to agree on details of the work experience program.

## **LETTER OF UNDERSTANDING #24**

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### **Outside the Collective Agreement – Four Day Work Week Trial Re: Grocery Night Shift**

The Parties agree to pilot the scheduling of a four (4) day work week at an agreed upon location(s) specific to the Full Time Grocery Night Shift.

The trial period for the pilot shall be no more than four (4) months from the first scheduled four (4) day work week. The Parties agree the trial period may be shorter than four (4) months should the Company deem the trial unsuccessful or harmful to the department. The pilot shall commence within one (1) year from the date of ratification.

## **LETTER OF UNDERSTANDING #25 – MISCELLANEOUS**

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### **Front End**

The Front End Administration position will perform duties as assigned, which may include but not be limited to: Cash Office, Customer Service, Cashier and other related duties. Through attrition, the Front End Administration position will not be replaced. The Company will maintain a minimum of one (1) full time position in the Front End department, notwithstanding Assistant Department Managers.

## **LETTER OF UNDERSTANDING #26W**

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### **Health & Safety Committee – Distribution Centre #1935 Marine Drive**

- a) The Employer agrees to ensure as far as reasonably practical to do so the Health and Safety of the Employees.
- b) A Health and Safety Committee shall be established as required under the Industrial Health and Safety Regulations for the Warehouse, Marine Drive location. The Union and Management shall each appoint four (4) committee members and one (1) alternate for each member. The committee shall meet once per month at the place of employment or otherwise mutually agreed location. The



Company shall schedule a minimum of four (4) of the Union's appointees to attend each monthly meeting.

- c) The Union or any employee may bring to the attention of the Employer any Health and Safety concerns and such issues will be addressed by the Committee.
- d) The Employer will act expeditiously in responding to Health and Safety concerns raised.

## **LETTER OF UNDERSTANDING #27W**

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### **Health & Safety – Distribution Centre #1932 Pitt Meadows**

- a) The Employer agrees to ensure as far as is reasonably practical to do so the Health and Safety of the Employees.
- b) A Health and Safety Committee shall be established as required under the Industrial Health and Safety Regulations for the Warehouse, Pitt Meadows location. The Union and Management shall each appoint two (2) committee members and one (1) alternate for each member. The committee shall meet once per month at the place of employment or otherwise mutually agreed location. The Company shall schedule a minimum of two (2) of the Union's appointees to attend each monthly meeting.

In the event that the total number of employees at the Pitt Meadows location exceeds four hundred (400) then the number of appointees shall increase to four (4). The Company shall schedule a minimum of four (4) of the Union's appointees to attend each monthly meeting.

- c) The Union or any employee may bring to the attention of the Employer any Health and Safety concerns and such issues will be addressed by the Committee.
- d) The Employer will act expeditiously in responding to Health and Safety concerns raised.

## **LETTER OF UNDERSTANDING #28W**

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### **Distribution Centre #1935 Marine Drive**

#### **1. Forklift Training**

Available Anytime Employees may request to be trained to operate a Forklift. When a vacancy occurs in their department, those employees who have demonstrated a consistent ability to work in an efficient, accurate and safe manner will be trained based on seniority, provided they have the merit, fitness and ability to perform the work.

Employees will be under review for a period of up to five hundred (500) hours to demonstrate their

ability to successfully complete the program to Company standards. In the event they are unable to perform satisfactorily during the training program or during the review period they may be returned to their previous duties.

An employee who has successfully completed the training shall then be eligible to be assigned Forklift duties by seniority provided he maintains an efficient, accurate and safe record of Forklift operation.

2. The Company and the Union will meet to review and discuss Audit results or major changes to the engineered labour standards. Afterwards, the Company will communicate with the affected department's employees to review the results and any changes ensuing as a result of the audit. The Union will have the opportunity to have an Industrial Engineer audit the engineered labour standards system.

The Company will provide to the Shop Steward or employee representative in the warehouse, at the time discipline or terminations occur, or within a reasonable period of time, a copy of the disciplinary document.

The Company agrees to meet with the Union Representative and two (2) Shop Stewards, twice per year and one other time during the year at the request of the Union, in order to review and discuss

concerns specific to the engineered labour standards, with participation from the Industrial Engineering department. Shop Stewards wage costs associated with these meetings will be borne by the Education and Training Fund.

Non-probationary employees who have failed to meet the engineered labour standards and have served a two-week suspension for same, will be given the opportunity to receive up to eight hours of retraining upon their return from suspension. Should they fail to meet standards following the retraining, their employment will be terminated.

3. The Employer will provide rubber boots, rubber gloves, face shields and other personal protective equipment or materials that may be required for the clean-up of hazardous materials.
4. Warehouse employees may request a transfer to another department within the Warehouse once per the term of the collective agreement. Requests will be considered subject to Article 30.6 when a full-time vacancy is available.
5. The Company will not utilize temporary labour agencies to provide utility warehouse workers without first offering the work to existing warehouse employees. The work, including overtime hours will be offered within the affected department first and then in other departments.

## **6. Warehouse Department (excludes Maintenance and IC Dept)**

The following classifications exist within the Warehouse Department:

Loader/Dunnage; Receiver; Forklift; Sanitation; General Warehouse (Assembler)

Full-time employees will select their classification/shift posting by seniority. With respect to the filling of a vacancy, seniority will be considered as the governing factor provided the employee has the skill and ability to perform the work. If there is no qualified candidate for the position the employer may fill the promotion or vacancy with a new hire with the required skill and ability. The Employer agrees to post vacancies for seven (7) working days.

A successful applicant for a vacancy shall be prohibited from applying for another vacancy for a period of four (4) months, from the awarding of the original vacancy, unless approved by management.

Daily upgrades and temporary assignments will be determined by the Employer in advance of the shift and the employee will be assigned by the Employer based on seniority and the preference sheet which has been completed by the employee. This process of daily upgrades will result in no delay of the startup of the shift because the employees will be assigned based on the preference sheet.

Once an employee has been upgraded, they will no longer be considered for further upgrades throughout the shift, unless they are subsequently returned to the General Warehouse (Assembler) classification by the Company.

Start of shift upgrades into a classification or the filling of a daily vacancy will be allocated from the Full-time General Warehouse (Assembler) Classification as follows:

### **Start of Shift Upgrades**

Full-time and Part-time General Warehouse (Assembler) shall be upgraded to available positions in Loader/Dunnage, Receiver, Forklift, Flow, Bread, and Lumping/Container in order of seniority based on their preference sheet provided they have the necessary skills and ability.

### **Mid-Shift Advanced Function Upgrades – General Warehouse (Assembler) Preferences**

Full-time and Part-time employees performing work in assembly, lumping/container and flow shall be upgraded to available positions in Loader/Dunnage, Receiver and Forklift, in order of seniority based on their preference sheet provided they have the necessary skills and ability.

## **General Warehouse (Assembler) Assignments During the Shift**

Full-time and Part-time General Warehouse (Assembler) employees shall be assigned to available work in Assembly, Flow, Bread and Lumping/Container during the shift as determined by management.

### **Downgrades**

In the event downgrades are necessary, the Company will downgrade the most junior employee within the affected Classification to the General Warehouse (Assembler) classification.

### **Part-time**

It is understood between the parties that Part-time employees will not be considered for upgrades during a shift prior to a full-time employee with the necessary skills and ability to perform the upgrade.

### **Preference Sheets**

All employees within the General Warehouse (Assembler) classification will be permitted to state their preferred job upgrades and start of shift temporary assignments by seniority. The employee will submit a preference sheet to their supervisor. It is understood that employees may change their

preferences once during a month with changes to be effective on the first day of the next month. The onus is on the employee to advise the supervisor of any changes they wish to make to the preference sheet.

### **Position Elimination**

In the case of the elimination of a position, the displaced employee shall have the right to bump into any position and classification in the warehouse department their seniority allows. Each employee subsequently affected (to a maximum of three bumps) shall also be granted the same rights. It is understood the most junior employee in the classification on shift subject to the bump shall be displaced.

### **Overall Job Bid**

The Company agrees that an overall full-time job bid in the Warehouse Department will occur by the end of Quarter 1, 2022. However new work schedule re-bids can occur at any time to meet the needs of the business. The Company will meet with the Union in advance of any new work schedule re-bids to review changes.

### **Trainers, Clerks, Janitor, Container Mentors**

The Company will continue to post and select Trainers, Clerks, Janitors and Container Mentors



based on skills, merit, qualifications as determined by management.

Employees interviewed but not selected for these positions will receive feedback on areas they can improve upon to assist with future applications.

### **Post-Shift Overtime**

In the event post-shift overtime work is required within a department, employees with the necessary skills and ability able to perform the work to be done will be offered the overtime work as follows:

- 1) Employees on shift working within the department at the time the overtime is required in order of seniority;
- 2) Should there be insufficient volunteers from the shift to perform the overtime; such overtime shall be offered based on seniority by call in.

### **Early-Start Overtime**

In the event early-start overtime work is required within a department, employees with the necessary skills and ability able to perform the work to be done will be offered the overtime work as follows:

- 1) Employees scheduled on the upcoming shift within the department in order of seniority;
- 2) Should there be insufficient volunteers from scheduled employees to perform the overtime; such overtime shall be offered based on seniority by call in.

7. The parties agree that the current roster of Departmental Supervisors includes the following: Warehouse Supervisors, Inventory Control, Maintenance, Administration Staff, Auditors.

8. **Warehouse Person Classification – DC #1935**

The Distribution Specialist B scale shall apply to all employees hired after December 3, 2010.

9. **First Aid Premium**

Employees who have the necessary first aid qualifications shall receive one dollar (\$1.00) per hour for all hours assigned to provide the required first aid coverage.

Where the Employer and the employee mutually agree that the employee will attend a First Aid course, the cost of the course shall be paid by the Employer upon successful completion by the Employee.

## **10. Safety Footwear Allowance**

Warehouse employees who have successfully passed probation shall receive one hundred dollars (\$100.00) annually, paid by the end of January, to offset the cost of Safety Footwear. Such footwear will be required to have a six-inch (6") ankle high protection.

## **11. Job Security**

In the unlikely event of the closure of Distribution Centre 1908, employees shall be able to exercise their seniority to transfer to PMFFF, subject to available work. Should there be employees who are unable to secure a transfer to PMFFF, the Company and Union representatives shall meet to discuss an adjustment plan and possible assignment to positions in Superstores within their contract area as determined by the Company.

## **LETTER OF UNDERSTANDING #29W**

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### **Distribution Centre #1932 Pitt Meadows Facility (PMFFF)**

1. This Letter of Understanding to be added as an addendum to the current Collective Agreement specific to the Real Canadian Superstore, Distribution Centre in British Columbia.

2. UFCW 247 to be recognized as the bargaining agent for the new Pitt Meadows Facility (PMFFF).
3. Forty percent (40%) of hours worked by full-time employees based on dental hour reports. Less than fifteen percent (15%) of the full-time positions will be in the Warehouse Persons Classification (A).
4. **Two Classifications**
  - a) **Warehouse Persons**  
(Piling/Sorting, Battery Filler, Cycle Counter, Janitorial - all departments, and use of Power Jack solely for the purpose of staging on the dock)
  - b) **Distribution Specialists**  
(Assemblers/ Shippers/ Receivers/ Mechanics/ Fork Lift Operators, Scrubber Drivers, Inventory Control Specialists)
5. **Current Departments**
  - 1) IC
  - 2) Maintenance
  - 3) Warehouse
6. Forty-hour (40-hour) standard work week for full-time employees.

## **7. Future Transfer of Work**

In the event that the Company plans to move a segment of the business that equates to five percent (5%) or more of the hours from Branch 1908 to the PMFFF, the parties shall meet to determine the corresponding number of employees that are directly affected who will be able to exercise a right to transfer to the PMFFF. Those directly affected employees transferring to PMFFF under the agreement would retain their current PT or FT status, seniority and remain on the 1908 wage scale.

## **8. Opportunity Clause – PMFFF**

Employees in the Warehouse Persons Classification (A) who have completed their probationary period will be considered for vacancies in the Distribution Specialists Classification (B). Warehouse persons shall be considered on the basis of seniority provided the merit, fitness and ability are relatively equal among employees.

Employees granted a transfer will be on probation for a period of up to three hundred (300) hours to demonstrate their ability to perform the work in a satisfactory manner. In the event they are unable to perform satisfactorily in the new position, they shall be returned to their previous position for the balance of the term of the current agreement.

Employees granted a transfer will be placed on the Specialist classification wage scale at the next highest rate of pay and be assigned the corresponding number of class hours. They shall then be able to exercise their seniority hours in the Specialist classification.

**9. First Aid Premium**

Employees who have the necessary first aid qualifications shall receive one dollar (\$1.00) per hour for all hours assigned to provide the required first aid coverage.

Where the Employer and the employee mutually agree that the employee will attend a First Aid course, the cost of the course shall be paid by the Employer upon successful completion by the Employee.

**10. Safety Footwear Allowance**

Warehouse employees who have successfully passed probation shall receive one hundred dollars (\$100.00) annually, paid by the end of January, to offset the cost of Safety Footwear. Such footwear will be required to have six-inch (6") ankle high protection.

## **11. Temporary Labour Agencies**

The Company will not utilize temporary labour agencies to provide utility warehouse workers without first offering the work to existing warehouse employees. The work, including overtime hours will be offered within the affected departments first and then in other departments.

### **LETTER OF UNDERSTANDING #30W**

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#### **Department Roster – Distribution Centre #1932 Pitt Meadows**

The parties agree that the current roster of Departmental Supervisors includes the following:

Warehouse Supervisor, Inventory Control, Maintenance, WMS Clerks (1), Coordinator, Administrator, Apparel, Auditors

### **LETTER OF UNDERSTANDING #31W**

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#### **Distribution Centre #1932 Pitt Meadows**

##### **1. Forklift Training**

Available Anytime Employees may request to be trained to operate a Forklift. When a vacancy occurs in their department, those employees who

have demonstrated a consistent ability to work in an efficient, accurate and safe manner will be trained based on seniority, provided they have the merit, fitness and ability to perform the work.

Employees will be under review for a period of up to five hundred (500) hours to demonstrate their ability to successfully complete the program to Company standards. In the event they are unable to perform satisfactorily during the training program or during the review period they may be returned to their previous duties.

An employee who has successfully completed the training shall then be eligible to be assigned Forklift duties by seniority provided they maintains an efficient, accurate and safe record of Forklift operation.

2. The Company and the Union will meet to review and discuss Audit results or major changes to the engineered labour standards. Afterwards, the Company will communicate with the affected department's employees to review the results and any changes ensuing as a result of the audit. The Union will have the opportunity to have an Industrial Engineer audit the engineered labour standards system. The Company will consider concerns or suggestions that arise from this process.



The Company will provide to the Shop Steward or employee representative in the warehouse, at the time discipline or terminations occur, or within a reasonable period of time, a copy of the disciplinary document.

The Company agrees to meet with the Union Representative and two (2) Shop Stewards, twice per year and one other time during the year at the request of the Union, in order to review and discuss concerns specific to the engineered labour standards, with participation from the Industrial Engineering department. Shop Stewards wage costs associated with these meetings will be borne by the Education and Training Fund.

Non-probationary employees who have failed to meet the engineered labour standards and have served a two (2) week suspension for same, will be given the opportunity to receive up to eight (8) hours of retraining upon their return from suspension. Should they fail to meet standards following the retraining, their employment will be terminated.

3. The Employer will provide rubber boots, rubber gloves, face shields and other personal protective equipment or materials that may be required for the clean-up of hazardous materials.
4. Warehouse employees in the Distribution Specialist Classification (B) may request a transfer to another

department within the Warehouse once per the term of the collective agreement. Requests will be considered subject to Article 30.6 when a full-time vacancy is available.

**5. Warehouse Department (excludes Maintenance and IC dept)**

The following jobs exist within the Warehouse Department:

- Advanced Warehouse Classifications –  
Loader/Dunnage; Receiver; Forklift
- General Warehouse Classification –  
Assembler/Lumping

Full-time employees will select their classification/shift posting by seniority. With respect to the filling of a vacancy, seniority will be considered as the governing factor provided the employee has the skill and ability to perform the work. If there is no qualified candidate for the position the employer may fill the promotion or vacancy with a new hire with the required skill and ability. The Employer agrees to post vacancies for seven (7) working days.

A successful applicant for a vacancy shall be prohibited from applying for another vacancy for a period of four (4) months, from the awarding of the original vacancy, unless approved by management.

Daily upgrades and start of shift assignments will be determined by the Employer in advance of the shift and the employee will be assigned by the Employer based on seniority and the preference sheet which has been completed by the employee. This process of daily upgrades will result in no delay of the startup of the shift because the employees will be assigned based on the preference sheet.

Once an employee has been upgraded, they will no longer be considered for further upgrades throughout the shift, unless they are subsequently returned to the General Warehouse (Assembler) classification by the Company.

Daily upgrades and start of shift assignments into a classification or the filling of a daily vacancy will be allocated from the Full-time General Warehouse (Assembler/Lumper) Classification as follows:

### **Start of Shift Upgrades**

Full-time and Part-time General Warehouse (Assembler/Lumper) shall be upgraded to available positions in Loader/Dunnage, Receiver, and Forklift in order of seniority based on their preference sheet provided they have the necessary skills and ability.

## **Start of Shift General Warehouse (Assembler/Lumping) Assignments**

Full-time and Part-time General Warehouse (Assembler/Lumper) shall be assigned to available work at shift start up in Assembly, Lumping, Apparel, Flow PTS, GM, GM Heavy, and SDM in order of seniority based on their preference sheet provided they have the necessary skill and ability.

## **Mid-Shift Advanced Function Upgrades During the Shift**

Full-time and Part-time General Warehouse (Assembler/Lumper) shall be upgraded to available positions in Loader/Dunnage, Receiver, and Forklift, in order of seniority based on their preference sheet provided they have the necessary skills and ability.

## **Temporary General Warehouse (Assembler/Lumper) Assignments During the Shift**

Full-time and Part-time General Warehouse (Assembler) employees shall be assigned to available work in Assembly, Lumping, Apparel, Flow PTS, GM, GM Heavy, and SDM during the shift as determined by management.

## **Downgrades**

In the event downgrades are necessary, the Company will downgrade the most junior employee within the affected Advanced Warehouse classifications to the General Warehouse (Assembler/Lumping) classification.

Due to the unique and specific nature of the operation in Pitt Meadows, full-time employees in a posted Loader/Dunnage, Receiver, Forklift, Sanitation position may bump the most junior posted employee performing one of those jobs in the event they are downgraded from their posted position. In such case, the employee must have the necessary skill and ability to perform the job.

The junior employee will move to the General Warehouse (Assembler/Lumping) classification.

## **Part-time**

It is understood between the parties that Part-time employees will not be considered for upgrades during a shift prior to a full-time employee with the necessary skills and ability to perform the upgrade.

## **Preference Sheets**

All employees within the General Warehouse (Assembler) classification will be permitted to state their preferred job upgrades and start of shift

temporary assignments by seniority. The employee will submit a preference sheet to their supervisor. It is understood that employees may change their preferences once during a month with changes to be effective on the first day of the next month. The onus is on the employee to advise the supervisor of any changes they wish to make to the preference sheet.

### **Position Elimination**

In the case of the elimination of a position, the displaced employee shall have the right to bump into any position and classification in the warehouse department their seniority allows. Each employee subsequently affected (to a maximum of three bumps) shall also be granted the same rights. It is understood the most junior employee in the classification on shift subject to the bump shall be displaced.

### **Overall Job Bid**

The Company agrees that an overall full-time job bid in the Warehouse Department will occur by the end of Quarter 1, 2022. However new work schedule re-bids can occur at any time to meet the needs of the business. The Company will meet with the Union in advance of any new work schedule re-bids to review changes.

## **Trainers, Clerks, Janitors, Container Mentor/Team Lead**

The Company will continue to post and select Trainers, Clerks, Janitors and Container Mentors/Team Leads based on skills, merit, qualifications as determined by management.

Employees interviewed but not selected for these positions will receive feedback on areas they can improve upon to assist with future applications.

### **Post-Shift Overtime**

In the event post-shift overtime work is required within a department, employees with the necessary skills and ability able to perform the work to be done will be offered the overtime work as follows:

- 1) Employees on shift working within the department at the time the overtime is required in order of seniority;
- 2) Should there be insufficient volunteers from the shift to perform the overtime; such overtime shall be offered based on seniority by call in.

## **Early-Start Overtime**

In the event early-start overtime work is required within a department, employees with the necessary skills and ability able to perform the work to be done will be offered the overtime work as follows:

- 1) Employees scheduled on the upcoming shift within the department in order of seniority;
- 2) Should there be insufficient volunteers from scheduled employees to perform the overtime; such overtime shall be offered based on seniority by call in.

## **LETTER OF UNDERSTANDING #32W**

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### **10 Hour Shifts**

Should the Company wish to introduce a ten (10) hour shift into either of the Distribution facilities, the parties agree that they will meet prior to the implementation in order to discuss any issues and concerns in how these shifts would work under the current Collective Agreement. It is agreed that the parties may utilize a mediator in assisting them in resolving these matters, and the mediator will remain seized to deal with matters arising from the trial period.

Once the ten (10) hour concept has been introduced, it will be considered to be on a trial period of four (4) months. At



the end of the trial period that parties will meet to deal with any issues that may have arisen and the feasibility of the process. Either party may elect to include the mediator in these discussions and both parties must agree to continue then ten (10) hour shifts going forward or the scheduling practice will be discontinued. Any amendments to the Collective Agreement specific to ten (10) hour shifts will be attached to this Agreement as a separate Letter of Understanding.

## **LETTER OF UNDERSTANDING #33W**

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### **Job Bids and Training**

It is agreed that in instances where the Employer is offering training and/or movement to another function, it shall be offered to the senior employee(s), provided that fitness, merit and ability are relatively equal.

**AS TO LETTERS OF UNDERSTANDING #27W TO (AND INCLUDING) #34W:**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**FOR THE EMPLOYER**

**FOR THE UNION**

\_\_\_\_\_  
Lee Jones

\_\_\_\_\_  
Dean Patriquin

\_\_\_\_\_  
Darcy Scott

\_\_\_\_\_  
Eric Seto

\_\_\_\_\_  
Greg Herman

\_\_\_\_\_  
Johnny Khakh

\_\_\_\_\_  
Troy Dennison

\_\_\_\_\_  
Tony Nguyen

\_\_\_\_\_  
Andrew Mackenzie

\_\_\_\_\_  
Raj Chawla

\_\_\_\_\_  
Christine Morrison

\_\_\_\_\_  
Bryce Kusel

\_\_\_\_\_  
Lyndsay Brannon

\_\_\_\_\_  
Ashton Cooper

**FOR THE EMPLOYER**

**FOR THE UNION**

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Dave French

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Dan Asselin

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Dino Castellarin

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Eric Nielson

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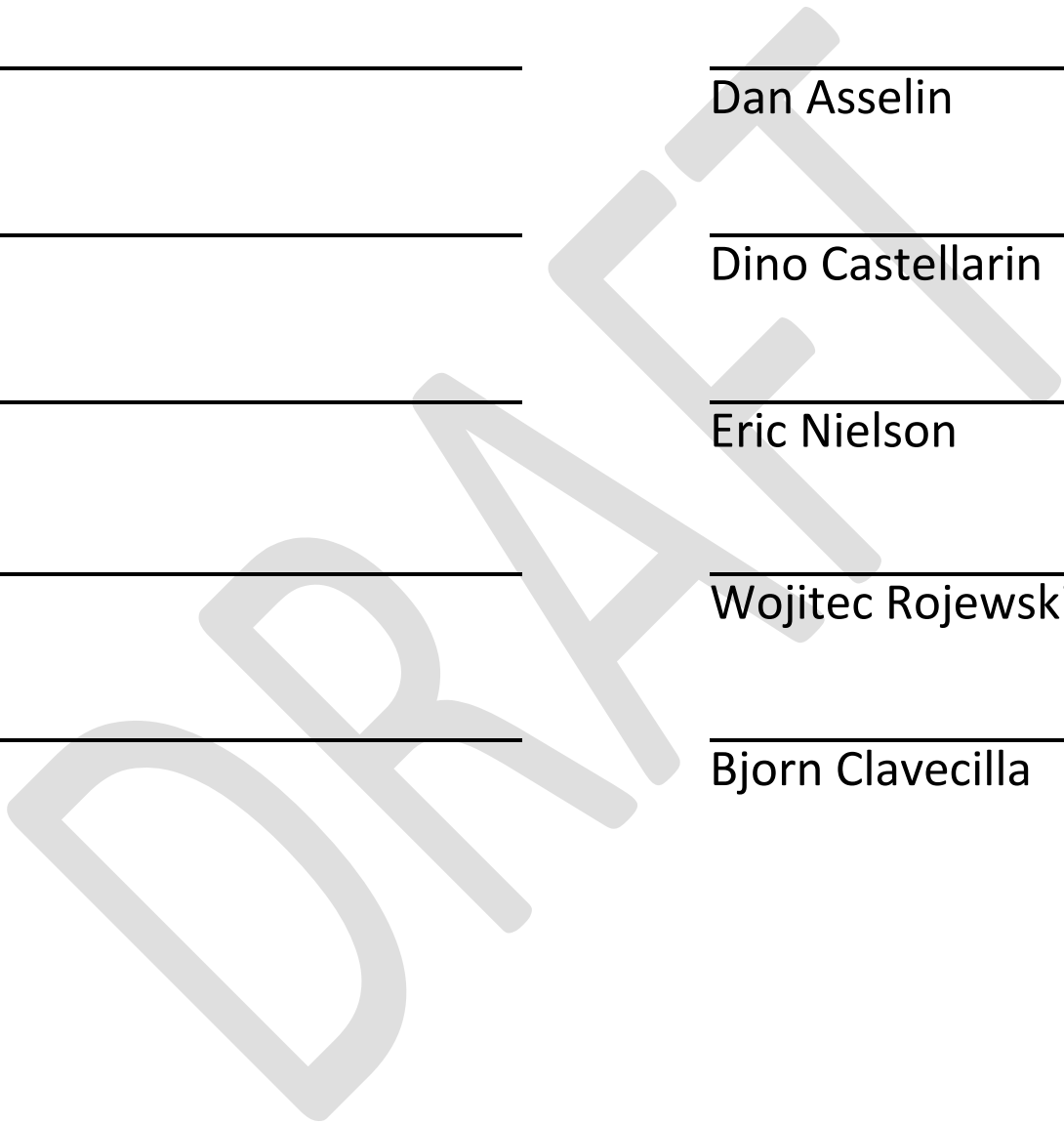
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Wojitec Rojewski

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Bjorn Clavecilla



## **APPENDIX A – WAGES**

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### **Signing Bonus:**

- All active employees as at the date of ratification will receive a signing bonus as per the following Schedule:
  - \$1200 FT & PT 32hrs. +
  - \$650 PT 24hrs. +
  - \$350 PT 16 hrs. +
  - \$200 PT 8hrs. +
  - \$100 PT less than 8hrs.

Signing bonus based on total hours worked in either the prior fifty-two (52) weeks divided by forty-eight (48) or the average hours worked in the twelve (12) full weeks prior to ratification; whichever is greater.

### **Current Food Specialists/Meat Cutters/Bakers**

- All active employees hired prior to ratification who are top rate or over scale (including all employees who reach top rate during the life of this collective agreement) will receive the following off scale wage increase and lump sums:
  - Ratification: \$1.00
  - July 2023: \$0.35
  - July 2024: \$0.35
  - July 2025: \$0.35
  - July 2026: \$0.35

- All active employees hired prior to ratification who are in the wage progression will receive a one dollar (\$1.00) off scale wage increase at the date of ratification. Employees in the progression must work the required hours in order to advance on their wage progression.

DRAFT

## Clerk Scale

**Food Clerks** will be paid the following minimum hourly rates:  
**Current Food Trainees/ GM Assistants/ Pharmacy Clerks:**

Class Hours	Rate	DOR Hours	DOR	2023 May	2024 May	2025 May	2026 May	2026 Nov
0 - 520	\$15.20	0	\$15.65	\$15.65				
521 - 1040	\$15.25	1000	\$15.75	\$15.75				
1041 - 1560	\$15.30	2000	\$15.85	\$15.85				
1561 - 2080	\$15.35	3000	\$15.95	\$15.95				
2081 - 2600	\$15.40	4000	\$16.05	\$16.05				
2601 - 3120	\$15.45	5000	\$16.15	\$16.15				
3121 - 3640	\$15.50	5500	\$16.25	\$16.25				
3641 - 4160	\$15.55	6000	\$16.40	\$16.40				
4161 - 4680	\$15.60	6500	\$16.60	\$16.60				
4681 - 5200	\$15.75	7000	\$16.80	\$16.80				
5201 - 5720	\$15.95	7500	\$17.00	\$17.00				
5721 - 6240	\$16.15	8000	\$17.20	\$17.20				
6241 - 6760	\$16.40	8500	\$17.45	\$17.45				
6761 - 7280	\$16.60	9000	\$17.70	\$17.70				
7281 - 7800	\$16.80	9500	\$17.95	\$17.95				
7801+	\$16.85	10000	\$18.50	\$18.80	\$19.10	\$19.40	\$19.70	\$20.00

- Rename position to “Generalist or Clerk”
  - Title change will take place within four (4) weeks of ratification.
- Current Food Trainees/ GM Assistants/ Pharmacy Clerks carry over with their class hours into the new progression.
  - Assigned the corresponding rate of pay and corresponding increase (if applicable).
  - No employee will see a reduction in their pay with the transition to the Generalist scale.

- All active employees hired prior to ratification who are over scale will receive the following off scale wage increases:
  - Ratification: \$0.30
  - May 2023: \$0.30
  - May 2024: \$0.30
  - May 2025: \$0.30
  - May 2026: \$0.30

**Bakers** will be paid the following minimum hourly rates:

<b>Class Hours</b>	<b>Rate</b>	<b>DOR</b>
0	\$15.20	\$16.00
521	\$15.25	\$16.10
1041	\$15.30	\$16.20
1561	\$15.35	\$16.30
2081	\$15.40	\$16.40
2601	\$16.00	\$16.60
3121	\$17.25	\$17.25
3641	\$18.50	\$18.50
4161	\$19.75	\$19.75
4681	\$23.76	\$23.76
5201	\$24.11	\$24.11
5721	\$24.46	\$24.46
6241	\$24.80	\$24.80
6761	\$25.15	\$25.15
7281	\$25.50	\$25.50
7801 +	\$25.81	\$25.81

**Meat Cutters** will be paid the following minimum hourly rates:

<b>Class Hours</b>	<b>Rate</b>	<b>DOR</b>
0	\$15.20	\$16.00
521	\$15.25	\$16.15
1041	\$15.30	\$16.30
1561	\$15.96	\$16.65
2081	\$16.91	\$16.91
2601	\$17.87	\$17.87
3121	\$18.82	\$18.82
3641	\$19.78	\$19.78
4161	\$20.73	\$20.73
4681	\$23.76	\$23.76
5201	\$24.11	\$24.11
5721	\$24.46	\$24.46
6241	\$24.85	\$24.85
6761	\$25.25	\$25.25
7281	\$25.65	\$25.65
7801+	\$26.05	\$26.05



**Optical Technicians** will be paid the following minimum hourly rates:

<b>Class Hours</b>	<b>Rate</b>	<b>DOR</b>	<b>2023 May</b>	<b>2024 May</b>	<b>2025 May</b>	<b>2026 May</b>
0	\$15.20	\$15.65	\$15.65			
521	\$15.25	\$15.70	\$15.70			
1041	\$15.30	\$15.75	\$15.75			
1561	\$15.35	\$15.80	\$15.80			
2081	\$15.40	\$15.85	\$15.85			
2601	\$15.45	\$15.90	\$15.90			
3121	\$15.50	\$15.95	\$15.95			
3641	\$15.55	\$16.00	\$16.00			
4161	\$15.90	\$16.35	\$16.35			
4681	\$16.30	\$16.75	\$16.75			
5201	\$16.70	\$17.15	\$17.15			
5721+	\$18.00	\$18.40	\$18.80	\$19.20	\$19.60	\$20.00

**Current Pharmacy Techs and Pharmacy Sr. Assistants**

- All legacy Pharmacy Technicians and existing Senior Assistants will transition to the Pharmacy Senior Assistant scale and be assigned the next highest rate of pay and corresponding class hours.
- All active employees hired prior to ratification who are top rate or over scale (including all employees who reach top rate during the life of this collective agreement) will receive the following off scale wage increase and lump sums:

- May 2023: \$0.35
  - May 2024: \$0.35
  - May 2025: Lump
  - May 2026: \$0.35
- Lump Sum Schedule: \$1000 FT/\$650 PT 24 hrs. + /\$350 PT 16 hrs. + / \$100 PT 8 hrs. +
    - Lump sum based on total hours worked in the prior fifty-two (52) weeks divided by forty-eight (48)

**Pharmacy Senior Assistant** will be paid the following minimum hourly rates:

Class Hours	Rate	DOR Hours	DOR	2023 May	2024 May	2025 May	2026 May
0	\$15.20	0	\$17.00	\$17.25	\$17.50	\$17.75	\$18.00
521	\$15.25	500	\$17.50	\$17.50	\$17.75	\$18.00	\$18.25
1041	\$15.30	750	\$18.00	\$18.00	\$18.00	\$18.25	\$18.50
1561	\$15.35	1000	\$18.50	\$18.50	\$18.50	\$18.50	\$18.75
2081	\$15.40	1250	\$19.00	\$19.00	\$19.00	\$19.00	\$19.00
2601	\$15.75	1561	\$19.50	\$19.50	\$19.50	\$19.50	\$19.50
3121	\$16.25	2250	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00
3641	\$16.75	3000	\$20.50	\$20.50	\$20.50	\$20.50	\$20.50
4161+	\$17.50	3641	\$21.00	\$21.00	\$21.00	\$21.00	\$21.00
		4500+	\$21.50	\$21.50	\$21.50	\$21.50	\$21.50

## Courtesy Clerk Scale:

- Current Courtesy Clerks carry over with their class hours into the new progression
  - Assigned the corresponding rate of pay and corresponding increase (if applicable)
  - No employee will see a reduction in their pay with the move to the new progression scale

Class Hours	Rate	DOR Hours	DOR	2023 May	2024 May	2025 May	2026 May
0	\$15.20	0	\$15.65	\$15.65			
521	\$15.25	1000	\$15.75	\$15.75			
1041	\$15.30	2000	\$15.85	\$15.85			
1561	\$15.35	3000	\$15.95	\$15.95			
2081	\$15.45	4000	\$16.05	\$16.05			
2601	\$15.55	5000+	\$16.15	\$16.40	\$16.70	\$17.05	\$17.35
3121	\$15.65						
3641+	\$15.80						

## **RETROACTIVITY**

No part of this Agreement shall be deemed retroactive unless specifically stated. All provisions contained in this Agreement, unless specifically stated to be retroactive in nature, are effective on the date of ratification of this Agreement.

## Wages Distribution Centres

DISTRIBUTION SPECIALISTS A (Marine Drive)	Sunday Following Ratification	Aug-22	Aug-23	Aug-24	Aug-25	Aug-26
All Distribution Specialist A	\$26.00	\$26.50	\$27.00	\$27.50	\$28.00	\$28.50
All Distribution Specialist A Bonus – Wage increase offset		\$1000	\$500	\$1000	\$1000	\$1000

**Active Distribution A Specialists** shall receive retro pay based on their applicable Sunday Following Ratification Increase on all hours worked between August 1, 2021 to Sunday following the date of ratification.

Effective Sunday Following Ratification, Maintenance employees who have completed the second level of Arpac Training (and beyond) shall be paid a premium of three dollars (\$3.00) per hour on all hours worked.

MARINE DRIVE AND PITT MEADOWS DISTRIBUTION SPECIALISTS B HOURS	Sunday Following Ratification	Aug-22	Aug-23	Aug-24	Aug-25	Aug-26
	Start	\$19.00	\$20.00	\$20.50	\$21.00	\$21.50
521	\$19.50	\$20.50	\$21.00	\$21.50	\$22.00	\$22.50
1041	\$19.75	\$20.75	\$21.25	\$21.75	\$22.25	\$22.75
1561	\$20.00	\$21.00	\$21.50	\$22.00	\$22.50	\$23.00
2081	\$20.50	\$21.50	\$22.00	\$22.50	\$23.00	\$23.50
2601	\$21.00	\$22.00	\$22.50	\$23.00	\$23.50	\$24.00
3121	\$21.20	\$22.20	\$22.70	\$23.20	\$23.70	\$24.20
3641	\$21.40	\$22.40	\$22.90	\$23.40	\$23.90	\$24.40
4161	\$21.60	\$22.60	\$23.10	\$23.60	\$24.10	\$24.60
4681	\$21.80	\$22.80	\$23.30	\$23.80	\$24.30	\$24.80
5201	\$22.00	\$23.00	\$23.50	\$24.00	\$24.50	\$25.00
5721	\$22.20	\$23.20	\$23.70	\$24.20	\$24.70	\$25.20
6241	\$23.75	\$24.75	\$25.50	\$26.50	\$27.50	\$28.50

**Active End Rate Distribution Specialists B** shall receive retro pay of one dollar and twenty-five cents (\$1.25) per hour on all hours worked as an End Rate employee between August 1, 2021 to Sunday Following the date of ratification.

<b>DISTRIBUTION SPECIALISTS C (Pitt Meadows)</b>	<b>Sunday Following Ratification</b>	<b>Aug-22</b>	<b>Aug-23</b>	<b>Aug-24</b>	<b>Aug-25</b>	<b>Aug-26</b>
All Distribution Specialist C	\$26.00	\$26.50	\$27.00	\$27.50	\$28.00	\$28.50
All Distribution Specialist C Bonus – wage increase offset		\$1000	\$500	\$1000	\$1000	\$1000

**Active Distribution C Specialists** shall receive retro pay based on their applicable Sunday Following Ratification Increase on all hours worked between August 1, 2021 to Sunday following the date of ratification

**ADMINISTRATION OF RATE CHANGES**

All scale changes will take effect the first full pay period following ratification or the anniversary of the Agreement as applicable.

In witness whereof the representatives of the parties sign this memorandum which may be ratified by vote of the membership of the Union.

## APPENDIX B – SURREY WAREHOUSE

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### GENERAL WAREHOUSE – SURREY

FT AND PT SURREY WAREHOUSE	Sunday Following Ratification	Aug-22	Aug-23	Aug-24	Aug-25	Aug-26
Hours						
Start	\$20.00	\$21.00	\$21.50	\$22.00	\$22.50	\$23.00
521	\$20.50	\$21.50	\$22.00	\$22.50	\$23.00	\$23.50
1041	\$20.75	\$21.75	\$22.25	\$22.75	\$23.25	\$23.75
1561	\$21.00	\$22.00	\$22.50	\$23.00	\$23.50	\$24.00
2081	\$21.50	\$22.50	\$23.00	\$23.50	\$24.00	\$24.50
2601	\$22.00	\$23.00	\$23.50	\$24.00	\$24.50	\$25.00
3121	\$22.20	\$23.20	\$23.70	\$24.20	\$24.70	\$25.20
3641	\$22.40	\$23.40	\$23.90	\$24.40	\$24.90	\$25.40
4161	\$22.60	\$23.60	\$24.10	\$24.60	\$25.10	\$25.60
4681	\$22.80	\$23.80	\$24.30	\$24.80	\$25.30	\$25.80
5201	\$23.00	\$24.00	\$24.50	\$25.00	\$25.50	\$26.00
5721	\$23.20	\$24.20	\$24.70	\$25.20	\$25.70	\$26.20
6241	\$23.75	\$24.75	\$25.50	\$26.50	\$27.50	\$28.50

### ARTICLE 1 – PURPOSE AND RECOGNITION

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- 1.01** The Company recognizes the Union as the exclusive collective bargaining agent of all employees of Loblaw Distribution Centre located at 2755 190th Street in the Town of Surrey, BC, save and except supervisors, those above the rank of supervisor, office, clerical, sales, inventory control, quality

control, facility maintenance, sanitation, lumpers, auditors, wms type controllers and drivers.

## **ARTICLE 2 – GRIEVANCE PROCEDURE**

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- 2.01** Any complaint, disagreement or difference of opinion between the parties hereto, concerning the interpretation, application, operation of the Agreement, violation of the terms and provisions of this Agreement, shall be considered a grievance, subject to the grievance and arbitration provisions of this Agreement.
- 2.02** Grievances must be submitted to the Company, in writing, not later than seven (7) days from the event giving rise to the grievance, or it shall be waived by the aggrieved party.
- 2.03** The procedure for adjustment of grievance and disputes by an employee shall be as follows:
- Step 1:** Within seven (7) days of filing the grievance, the employee, with or without Shop Steward, must attempt to resolve the grievance with their immediate supervisor. If a satisfactory settlement cannot be reached within seven (7) days of the meeting outlined in this step, the Union may appeal to the General Manager.



**Step 2:** The Union representatives may take up the matter with the Company's General Manager or designee. If a satisfactory settlement cannot be reached within fourteen (14) days of the meeting held in Step 1, the matter may then be referred to Arbitration, which is outlined in Article 6.

**2.04** Unless the parties agree otherwise in writing, the withdrawal or settlement of a grievance will not operate as a precedent or a prior practice for any subsequent situations.

### **ARTICLE 3 – SENIORITY**

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**3.01** Seniority will be established and maintained for all employees in the bargaining unit, and is defined as an employee's most recent period of continuous service with the Company.

**3.02** All full-time employees' names will appear on a seniority list as of their date of hire, and be revised every month and posted on plant notice boards. A copy of this list will be given to the Union Representative.

**3.03** Employees will be regarded as probationary employees for the first five hundred twenty (520) hours. Seniority will start from the first date of hire and the employee's name will appear on the seniority list in order of the respective date of hire. During the probationary period new employees

may be discharged by the Company due to unsuitability, at its discretion. Probationary employees shall not be eligible for any fringe benefits unless mandated by law or unless otherwise provided by the specific terms of this Agreement.

**3.04** Employees hired on the same day will have their seniority standing determined by alphabetical order of their last name, on the date of hire, with “a” being the most senior. The status of an employee’s seniority will not change because of a name change.

**3.05 Training by Seniority**

Training shall be offered on the basis of seniority provided the senior employee will be working on the shift where training is required and have the merit, fitness and ability to perform the work. The Employer agrees to act in good faith and further agrees not to discriminate in any manner.

**3.06** A successful applicant for a vacancy shall be prohibited from applying for another vacancy (including moving to Part-time status) for a period of four (4) months, from the awarding of the original vacancy, unless approved by management.

**ARTICLE 4 – LAYOFF AND RECALL**

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**4.01** The term “layoff” shall be defined as a reduction in the working force which arises from a shortage of

work of two (2) weeks or greater that results in the elimination of a position. The Company will give at least seven (7) days' notice of anticipated layoffs to employees and the Union where possible.

- 4.02** In the event of a layoff, probationary and part-time employees will be laid off first. The Company shall then layoff regular full time employees in reverse order of seniority on a bargaining unit wide basis.
- 4.03** Employees will be recalled in the reverse order in which they were laid off provided that the employees being recalled have the qualifications and certifications to perform the work.
- 4.04** The Company will provide the Union Representative a copy of the layoff notices, the list of employees to be laid off or recalled, as well as copies of cancellation of layoff notices.
- 4.05** A reduction of the work force for a period of less than two (2) weeks will not be considered a layoff. In these circumstances the Company will adjust the workforce by canvassing for volunteers within the affected classification(s) and department(s) and granting leave based on seniority. If following this procedure there remains a need to adjust the workforce further, the most junior employee(s) in the affected classification(s) and department(s) will be displaced.

- 4.06** An employee because of a lack of qualification or certification who may be laid off out of line of seniority, or who may not be recalled by seniority will be given a seven (7) day training period to become qualified.

## **ARTICLE 5 – PART-TIME EMPLOYEES**

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- 5.01** The parties agree that the Company has the right to utilize part-time employees. The use of part-time employees will be limited to twenty percent (20%) of regular full-time work hours. However, the use of a part-time employee to replace a full-time employee who is absent for any reason will not be counted against the limitations on the use of part-time employees.
- 5.02** Part-time employees will have a separate seniority list, the use of which shall be limited to determining the order in which the part-time employees can apply for full-time positions. If a part-time employee, applying for full-time position, has not completed their probationary period prior to electing regular, full-time status, the probationary period must be completed before the employee will be considered a regular, full-time employee.
- 5.03** Part-time employees will be offered regular, full-time positions before the Company hires from the outside. The seniority date for a part-time employee electing regular, full-time status will be the date they are granted regular, full-time status.

**5.04** Eligibility for paid time off and fringe benefits for part-time employees who work thirty-two (32) hours of work or less per week will be governed by the Employment Standards Act (ESA). Part-time employees who work more than thirty-two (32) hours of work a week will be entitled to all contractual time off and fringe benefits. To meet this standard, part-time employees must work more than thirty-two (32) hours per week for twelve (12) consecutive weeks. Once this standard has been met, it will be maintained unless the part-time employee works less than thirty-two (32) hours per week for twelve (12) consecutive weeks.

**5.05** Part-time will not be mandated outside of declared availability.

## **ARTICLE 6 – OVERTIME PAY**

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**6.01** For full-time employees working five (5) eight (8) hour shifts, all time worked in excess of their regularly scheduled work day shall be paid at the rate of one and one-half (1½) times the regular hourly rate of pay for the first two (2) hours' overtime worked, and double (2x) the regular hourly rate for all hours worked in excess of two (2) hours overtime.

For full-time employees working four (4) ten (10) hour shifts, all time worked in excess of their regularly scheduled work day shall be paid at the

rate of one and one-half (1½) times the regular hourly rate or pay for the first one (1) hour overtime worked, and double (2x) the regular hourly rate for all hours worked in excess of one (1) hour of overtime.

Provided a full-time employee has worked their regular work week, the first eight (8) hours of work on an extra day will be paid at one and one-half (1½) times the regular hourly rate of pay, and double (2x) the regular hourly rate or pay thereafter.

For Part-time employees, all hours worked in excess of eight (8) or ten (10) hours, as applicable, on a daily basis or forty (40) hours a week will be paid at the overtime rate of one and one half (1½) times the employee's regular hourly wage rate. All hours worked in excess of twelve (12) hours in a day will be paid at the overtime rate of two (2) times the employee's regular hourly wage rate.

- 6.02** There will be no pyramiding of overtime. Holiday premium pay will be considered overtime for purposes of this pyramiding prohibition.

## **ARTICLE 7 – HOURS AND SCHEDULES OF WORK**

---

- 7.01** The regular work week shall consist of five (5) days of eight (8) consecutive hours, or four (4) days of ten (10) consecutive hours. The Company retains the right to establish various shift configurations

provided that such shifts are in accordance with applicable legislation.

- 7.02** Work weeks and starting times for employees will be established to meet the requirements of the Company. Starting times will be posted no later than Friday of the previous week. This shall not be construed as a guarantee of any hours of work in a day or work week.
- 7.03** Upon providing at least two (2) weeks' notice to employees and the Union, the Company may alter the regular start times. Emergency situations (power failure, Acts of God, fire, computer breakdown, and the like), may require a temporary change to starting times. In this case the Company will make every reasonable effort to notify affected employees at least four (4) hours before their scheduled start time.
- 7.04** Employees will receive an unpaid thirty (30) minute meal period which shall be scheduled, consistent with production requirements, in the middle of an employee's shift.
- 7.05** Employees will receive a paid fifteen (15) minute rest period during the first half of their shift and a second, paid fifteen (15) minute rest period in the second half of their shift. In addition, employees who are scheduled to work daily overtime of at least two (2) hours will receive a third, paid fifteen

(15) minute rest period prior to the commencement of overtime.

- 7.06** Overtime will be first offered in order of seniority by department and mandated in reverse order of seniority by department.
- 7.07** Except in cases of emergency or customer service failure, mandated overtime including estimated duration time must be posted prior to the end of the last scheduled coffee break or minimum two (2) hours before scheduled end of shift.
- 7.08** Except in cases of emergency. If there are persons brought in for overtime still in the building, Company agrees not to mandate time off.
- 7.09** Voluntary Time Off (VTO) will be first offered in order of seniority by shift.
- 7.10** Mandated Time Off (MTO) will be mandated in reverse order of seniority by shift.
- 7.11** Overtime will be voluntary after an employee has worked six (6) shifts or 48 (50) hours.

## **ARTICLE 8 – PAY DAY**

---

- 8.01** The workweek, for payroll purposes, shall consist of seven (7) consecutive days beginning with the first shift scheduled after 12:00 am on Sunday and ending with the last shift beginning prior to 11:59



pm on Saturday. The work day for payroll purposes is defined as a period of twenty-four (24) hours commencing with the beginning of each employee's shift.

**8.02** The Company will pay all employees by weekly direct deposit.

## **ARTICLE 9 – HOLIDAY WITH PAY PLAN**

---

**9.01** Regular, full-time employees will be entitled to the following public holidays with pay:

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 the Provincial Government.

**9.02** When a public holiday falls on a non-working day for an employee or during the employee's vacation, the Employer shall pay the employee their regular wages for the public holiday.

**9.03** Holiday pay will be computed on the basis of eight (8) or ten (10), as applicable, hours at the employee's regular straight time hourly rate of pay. Employees who work on the holiday will be paid

time and one-half (1.5x) their regular hourly rate of pay for all hours worked plus their holiday pay.

**9.04** To be eligible for holiday pay the employee must work their entire scheduled shift before and their entire scheduled shift after the holiday, unless they have a satisfactory reason for their absence.

## **ARTICLE 10 – VACATION WITH PAY PLAN**

---

**10.01** All regular, full-time employees will be eligible for vacation on their anniversary date of employment according to the following schedule:

Employees with one (1) but less than five (5) years' seniority

Two (2) weeks' of vacation and 4% of their regular earnings from the prior anniversary year

Employees with five (5) but less than ten (10) years' seniority

Three (3) weeks' of vacation and 6% of their regular earnings from the prior anniversary year

Employees with more than ten (10) years' seniority

Four (4) weeks' of vacation and 8% of their regular earnings from the prior anniversary year

Employees with fifteen (15) or more years' seniority

Five (5) weeks' of vacation and 10% of their regular earnings from the prior anniversary year

## **ARTICLE 11 – VACATION SCHEDULING**

---

**11.01** The vacation period will extend from January 1<sup>st</sup> to December 31<sup>st</sup> of each year. The Company reserves the right to limit and/or restrict the number of employee taking vacation during peak business periods to meet the demands of the operations.

- a) The Company will post a general announcement on November 1<sup>st</sup> asking employees to determine their vacation preference, if any, for the following year. Vacations must be scheduled in increments of four or five days (one work week), as applicable. It is understood that all submissions are deemed requests and that the Company reserves the right to maintain an adequately skilled workforce at all times.
- b) During the first two full weeks of November, commencing with the first Sunday of the month, eligible employees will be canvassed by seniority regarding their prime vacation preference. Employees who do not indicate a preference when canvassed will be allowed to

request vacation time by giving the Company at least two (2) weeks' written notice. These requests will be processed in the order received.

- c) The vacation schedules will be finalized and posted by December 1<sup>st</sup>.
- d) Employees who are going to be absent at the time of the canvassing must ensure that their preference, if any, is submitted in writing to the Company prior to the weeks of canvassing.
- e) Seniority in each classification/department and shift concerned will be the determining factor in preference on the vacation schedule.

**11.02** Vacations shall not be cumulative from year to year. Pay for vacation shall be granted to the employee on the regular pay day prior to the beginning of the vacation.

**11.03** Employees who are terminated for just cause shall be paid any outstanding vacation pay as per the *Employment Standards Act of British Columbia*.

**11.04** Where a general 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 they been working.

## **ARTICLE 12 – LEAVE OF ABSENCE**

---

**12.01** Upon written application, a leave of absence of up to six (6) months without pay may be granted to an employee with seniority for valid personal or compassionate reasons at the Company's sole discretion. The Company will advise the employee of its answer within seven (7) days.

If the leave of absence request involves out of the province/country travel, the employee will be required to provide a copy of their ticket, prior to commencing the leave, clearly showing a confirmed return date that allows sufficient time to return to work at the expiration of the leave. Failure to provide the required documentation prior to commencement of the leave shall result in the leave being revoked.

**12.02** Any employee of the Company [maximum of two (2) employees] elected or appointed to a full-time position in or temporarily assigned to the Local Union or National Union, will be granted a leave of absence without pay by the Company, for a period of up to twelve (12) months.

**12.03** The Company agrees to grant the necessary time off up to three (3) weeks, without pay or loss of seniority, to any employee designated by the Union to attend to official Union business [maximum of three (3) employees]. The Union will provide at least fourteen (14) days written notice to the

Company. There shall be no disruption of the Company's operations because of a lack of available employees.

**12.04** Employees who are granted leave pursuant to this Article will continue to accrue seniority.

**12.05** Company agrees to create account for Union Business.

### **ARTICLE 13 – GROUP RETIREMENT SAVINGS PLAN**

---

**13.01** The Employer agrees to participate in and contribute to the CANADIAN COMMERCIAL WORKERS' INDUSTRY PENSION PLAN.

The Employer will participate in the new CCWIPP Master Contribution Agreement, taking effect August 1, 2022.

All required contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee, and the number of hours worked or paid according to the above, shall be forwarded by the Employer within twenty-one (21) 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 below.

**13.02 Hourly Pension Contributions from the Employer are as follows:**

Effective August 1, 2022 – one dollar and forty-five cents (\$1.45)

In addition, Member contributions will be deducted from the employees as follows effective August 1, 2022

<u>Period of Continuous Service</u>	<u>Member Contribution Rate</u>
Less than 2 years	0 cents/hour
2 years but less than 8 years	22 cents/hour
8 or more years	40 cents/hour

**ARTICLE 14 – BENEFIT PLAN**

---

**14.01** “Employees shall be entitled to paid sick leave as per Employment Standards Legislation.”

**ARTICLE 15 – SAFETY SHOES AND CLOTHING ALLOWANCE**

---

**15.01** All employees who work in the refrigerated areas of the facility will be provided with a jacket or freezer suit. The Company will replace a jacket or freezer suit upon return of a damaged or worn jacket or suit. Employees are responsible for the proper care and maintenance of Company issued clothing. Lost articles must be replaced at the employee’s expense.

## **ARTICLE 16 – INJURY ON THE JOB**

---

- 16.01** Employees who are injured at work and are unable to continue at their job or are sent home by the Company because of injury shall be paid their regular earnings for the balance of the shift on which the injury occurred. If an employee is injured at work and requires medical treatment, the Company will pay the cost to transport the employee to a hospital or clinic, as well as the cost to transport the employee home or back to work.

## **ARTICLE 17 – HEALTH & SAFETY**

---

- 17.01** The Company, and the Union, will make every effort to comply in a timely manner with the *Occupational Health and Safety Act* and its Regulations and will continue to co-operate in the prevention of accidents and promotion of health and safety.
- 17.02** The Joint Health and Safety Committee (JHSC) will have a total of six (6) members, three (3) representing the Union, and three (3) representing the Company. Each member of the Joint Health and Safety Committee (JHSC) shall be certified and a co-chair for each party will be designated. The cost of the training will be paid by the Company and the training will be provided by the Workers Health and Safety Centre.



- 17.03** The Joint Health and Safety Committee (JHSC) shall meet during regular working hours at least once each month or, where meetings are required as a result of an emergency or other special circumstance. The Committee shall function in accordance with all applicable Health and Safety legislation and shall actively promote co-operative efforts of continuously improving the Health and Safety of all employees of the Company. Matters relating to ergonomics shall also be considered for resolution through the JHSC. The Company shall post in a conspicuous place or places, where they will likely come to the attention of the employees, the name and work location of the members of the JHSC.
- 17.04** Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this Agreement.
- 17.05** Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated. The co-chairs or designate shall investigate the accident or incident. Any employee who fails to report an accident will be terminated.
- 17.06** The Company shall supply all employees with the necessary tools, equipment and protective safety clothing and devices at no cost to the employee to ensure that a job is performed safely and properly.

These shall be maintained and replaced, where necessary, at the Company's expense. Employees agree to keep all Company-issued clothing and devices in good repair and shall immediately report all equipment defects to their supervisor.

## **ARTICLE 18 – ADMINISTRATION OF DISCIPLINE**

---

- 18.01** No employee shall be subject to a disciplinary interview or be given a written reprimand, warning letter, or be suspended or dismissed except in the presence of a shop steward, or in their absence, another member of the bargaining unit, selected by the employee. When a shop steward is present in the workplace, they shall be used as a witness for discipline unless the employee being disciplined chooses otherwise.
- 18.02** Disciplinary reprimands and suspensions which predate twenty-four (24) months of continuous discipline-free employment shall not be used in any disciplinary action after that time.
- 18.03** Verbal coaching or notes to file in an employee's personnel file shall not be considered a part of the progressive disciplinary process. Upon request, employees shall be given copies of any discipline documented in their personnel file. Where appropriate, discipline shall be conducted on Company time at or near the end of the employee's shift. A "disciplinary interview" is defined as a

meeting with an employee where the Employer is intending to discipline the employee.

## **ARTICLE 19 – MISCELLANEOUS**

---

- 19.01** When the term days is used in this Agreement, it will mean calendar days.
- 19.02** Management personnel may perform bargaining unit work for training, experimental and emergency purposes. Management is allowed to operate equipment in these circumstances.

## **SOUTH SURREY WAREHOUSE – LETTER OF UNDERSTANDING NO. 1**

---

**Voluntary Time Off (VTO)** – will be honoured by department, shift seniority and position (classification) subject to qualified personnel available to perform the work.

**Mandated Time Off (MTO)** – will be in reverse order of shift seniority subject to qualified personnel.

**Overtime (OT)** – employees scheduled overtime will go into selector pool on overtime shift and will maintain their seniority. They will be eligible for bump ups, however in the event there is a bump down, they would be bumped down before a regular posted employee. Employees mandated overtime will be scheduled for their regular posted position and maintain their seniority. They will be eligible for bump ups and bump downs as a regularly scheduled shift.

The Company reserves the right to post positional overtime based on the needs of the operation. It is understood that positional overtime is not the first choice only utilized if there are no available qualified personnel available for bump ups. The positional OT shift will be bumped down before a regular posted position.

**SOUTH SURREY WAREHOUSE – LETTER OF  
UNDERSTANDING NO. 2  
RE: DISCIPLINE**

---

After the Company is made aware of an incident that could give rise to discipline, they shall have seven (7) days to issue the discipline. If the employee is absent for any type of leave before the Employer can hold a meeting, these days shall not be counted towards the seven (7) day period.

**SOUTH SURREY WAREHOUSE – LETTER OF  
UNDERSTANDING NO. 3  
RE: BANKED HOLIDAY PAY**

---

Full-time employees may bank their holiday pay up to a maximum of forty (40) hours per calendar year in eight (8) or ten (10) hour increments as applicable. An employee will notify the Employer in writing of their desire to have the public holiday pay banked in the week prior to the applicable public holiday.

An employee may request to have their banked holiday pay paid out under the following scenarios:

- a) At the time they notify the Company they will be absent for their shift.
- b) At the time of accepting voluntary time off (VTO) during their shift.
- c) A date scheduled by mutual agreement between the Employer and the employee.

Banked holiday pay must be taken before December 1<sup>st</sup> of the year in which the holiday pay was earned or the employee shall be paid any outstanding banked holiday pay.

**SOUTH SURREY WAREHOUSE – LETTER OF  
UNDERSTANDING NO. 4  
RE: FREEZER PREMIUM**

---

A freezer premium of two dollars (\$2.00) per hour will be paid for all time spent working in the freezer in excess of one (1) hour.

**SOUTH SURREY WAREHOUSE – LETTER OF  
UNDERSTANDING NO. 5  
RE: FULL-TIME TO PART-  
TIME EMPLOYMENT**

---

“Full-time employees will have the ability to change to part-time status once during the term of the collective agreement for reasons other than working at alternative full-time employment. Employees may make this request during the period of January 10<sup>th</sup> to November 1<sup>st</sup> of any given year. Changes will be made in a timely fashion as to not interfere with efficient operation of the business. Full-time employees moving to part-time will be required to submit a declaration of availability form and shall maintain their seniority and class hours.”

**SOUTH SURREY WAREHOUSE – LETTER OF  
UNDERSTANDING NO. 6  
RE: HOME-GROWN  
PROGRAM**

---

“Employees will participate in the Home-Grown Program for a maximum of six (6) months unless covering for a leave of absence.”

DRAFT

Signed at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of July 2022.

**FOR THE EMPLOYER**

\_\_\_\_\_  
Barry Jimenez

\_\_\_\_\_  
Sean McLennan

\_\_\_\_\_  
Alex Vazquez

\_\_\_\_\_  
Sid Belcher

\_\_\_\_\_  
Jennifer Mason

\_\_\_\_\_  
Lee Jones

\_\_\_\_\_  
Darcy Scott

\_\_\_\_\_  
Greg Herman

**FOR THE UNION**

\_\_\_\_\_  
Dan Goodman

\_\_\_\_\_  
Charles Pratt

\_\_\_\_\_  
Dean Patriquin

\_\_\_\_\_  
Tima Dickerson

\_\_\_\_\_  
Susan Espin

\_\_\_\_\_  
Sandra Peters

\_\_\_\_\_  
Dawn Stevenson

\_\_\_\_\_  
Sandra Geldart



**FOR THE EMPLOYER**

---

Troy Dennison

---

Andrew Mackenzie

---

Christine Morrison

---

Lyndsay Brannon

---

---

---

---

---

**FOR THE UNION**

---

John Lewinski

---

David Mowatt

---

Tony Nguyen

---

Raj Chawla

---

Bryce Kusel

---

Ashton Cooper

---

Dave French

---

Dan Asselin

---

Dino Castellarin

**FOR THE EMPLOYER**

**FOR THE UNION**

---

---

Eric Nielson

---

---

Wojitec Rojewski

---

---

Bjorn Clavecilla

DRAFT

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