

UNION AGREEMENT

BETWEEN

**UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1518
BRITISH COLUMBIA**

AND

OVERWAITEA FOOD GROUP, COMMON EMPLOYER

**(COOPER'S FOODS)
BRITISH COLUMBIA**

MARCH 1, 2014 – FEBRUARY 28, 2019
FINAL OFFER SELECTION ARBITRATION AWARD
HEARING OF AUGUST 26, 2014 - PUBLISHED SEPTEMBER 11, 2014

CONTENTS

Section 1 – Shared Values	1
<i>Honesty</i>	<i>1</i>
<i>Integrity</i>	<i>1</i>
<i>Trust</i>	<i>1</i>
Section 2 - Bargaining Agency	2
Section 3 - Union Shop	2
Section 4 - Deduction of Union Dues	3
Section 5 - Clerks Work Clause	3
Section 6 - Basic Work Week, Accumulated Time Off, Statutory Holidays	4
6.01 Basic Work Week.....	4
6.02 Work Schedule	4
6.03 Meal Periods and Rest Periods	4
6.04 Evening and Sunday Shift Rotation.....	5
6.05 Time and One-Half.....	5
6.06 Double Time.....	5
6.07 No Pyramiding of Overtime	5
6.08 General Holidays	5
6.09 Shift Interval.....	6
6.10 Night Stocking.....	6
6.11 Personal Time Off (PTO)	6
6.12 Consecutive Days of Work.....	7
6.13 Express Checkouts	7
6.14 Requested Time Off (RTO).....	7
Section 7 - Pay Day	7
7.01 Pay Day	7
Section 8 -Wages	7
8.01 Staff Meetings	7
8.02 Equal Pay for Equal Work.....	7
8.03 Cash Shortages	7
8.04 Jury and Witness Duty Pay.....	8
8.05 Credit for Previous Experience.....	8
Section 9 - Vacations with Pay – Leaves of Absence	8
9.01 Vacations Entitlement and Pay.....	8
9.02 Vacation Scheduling.....	9
9.03 Single Day Vacation.....	10
9.04 Leaves of Absence	10
<i>General Leave</i>	<i>10</i>
<i>Compassionate Leave</i>	<i>10</i>
<i>Educational Leave</i>	<i>11</i>
<i>Military Leave</i>	<i>11</i>
Section 10 - Health and Welfare Plan	11
10.01 Benefit Booklet.....	11
10.02 Benefit Eligibility	11
10.03 Benefit Contributions	11
10.04 Physical Examinations.....	12
10.05 Medical Reports	12
10.06 Drug and Alcohol Assistance Program.....	12

10.07	Direct Pay Prescription Card	12
10.08	Self Pay While on Leave	12
Section 11 - Sick Leave Benefits, Funeral Leave, Maternity Leave		13
11.01	Funeral and Bereavement Leave	13
11.02	Pregnancy Leave	13
11.03	Parental Leave	14
11.04	Paternity/ Co-Parental Leave	14
11.05	Sick Leave	14
Section 12 - Pension		15
12.01	Normal Retirement Date	15
12.02	Pension Plan Eligibility	15
12.02	Contributions	15
12.03	UFCW Pension Plan – Pension Contributions	15
Section 13 - Seniority		16
13.01	Seniority Hours	16
	<i>Sick Call-In Scheduling</i>	16
13.02	Scheduling Restrictions	17
13.03	Seniority Defined	17
13.04	Seniority Lists	17
13.05	Role of Seniority	17
13.06	Seniority Tie-Breaker	17
13.07	Seniority Ranking	17
	<i>Ranking Issues</i>	17
13.08	Notice of Bumping	18
13.09	Multi Store Bumping	18
13.10	Seniority Retention	18
13.11	Recall from Layoffs	18
13.12	Role of Seniority	18
13.13	Posting of Vacancies	18
	<i>New Stores</i>	18
13.14	Employee Applications	19
13.15	Employer Evaluation	19
13.16	Trial Period	19
13.17	Restriction of Availability	19
13.18	Job Security	20
13.19	New Store, Remodel and Reline Work	20
13.20	Notice of Reduction to Part-Time Status	20
13.21	Full-Time Percentage	20
13.22	Severance Pay	20
Section 14 - Union’s Recognition of Management Rights		21
14.01	Management Rights	21
Section 15 - Grievance Procedure		21
15.01	Purpose	21
15.02	Grievance Defined	21
15.03	Grievance Procedure	21
15.04	Time Limits	22
Section 16 - Board of Arbitration		22
16.01	Power of the Arbitrator	22
16.02	Single Arbitrator	22
16.03	Arbitration Expenses	22
16.04	Expedited Arbitration	22
16.05	Troubleshooter	22

Section 17 - Miscellaneous	23
17.01 Union Decal.....	23
17.02 Employees Personnel File	23
17.03 Harassment	23
17.04 No Discrimination	23
17.05 Confidentiality.....	23
17.06 Picket Lines	23
17.07 Wearing Apparel	24
17.08 Safety Footwear.....	24
17.09 Tools and Equipment.....	24
17.10 Bulletin Board	24
17.11 Health, Safety and Education Fund	24
17.12 Changes in Work Operation	24
17.13 Duty to Accommodate.....	25
Section 18 - Health and Safety Store Committees	25
Section 19 - Time Off for Union Business.....	25
19.02 Store Visits of Union Representatives	26
19.03 Employer Obligation	26
19.04 Shop Steward Recognition	26
<i>Discipline Interview.....</i>	26
19.05 Growing Our Future	27
<i>Purpose.....</i>	27
<i>Guiding Principles.....</i>	27
<i>Scope.....</i>	27
<i>Suggested Topics FOR Discussion:</i>	27
<i>Topics NOT for Discussion:</i>	27
<i>Meeting Structure</i>	27
<i>Communication.....</i>	28
<i>Roll-Out</i>	28
Section 20 - Expiration and Renewal.....	29
20.01 Term and Notice to Bargain	29
20.02 Multi Year Agreement.....	29
20.03 New and Replacement Stores – Ten Years Labour Peace	29
SCHEDULE “A”	31
WAGES.....	31
Pay Grid “B”	31
<i>Grocery Clerks, Cashiers, Meat Wrappers, Meat Clerks, Cash Up Clerks, Lotto Clerks, Deli Clerks, Computer Clerks, Receivers, Floral Clerks, Produce Clerks, Bakery Clerks, Warehouse Clerks, Pharmacy Assistant.....</i>	31
<i>Meat Cutters</i>	31
<i>Service Clerks – Meat Cleanup</i>	32
Pay Grid “A”	32
<i>Cash-Up Clerks, Deli Clerks, Computer Clerks, Bakery Clerks, Warehouse Clerks, Pharmacy Assistant.....</i>	32
<i>Grocery Clerks, Cashiers, Meat Wrappers, Meat Clerks, Lotto Clerks, Receivers, Floral Clerks, Produce Clerks.....</i>	32
<i>Meat Cutters</i>	33
<i>Service Clerks – Meat Cleanup</i>	33
<i>Key Personnel Lead Hands</i>	33
GRID C EMPLOYEES	35
GRID B EMPLOYEES	35
<i>Lump Sums.....</i>	35
<i>Off-scale Increases</i>	35
GRID A EMPLOYEES	35
<i>Lump Sums.....</i>	36
<i>Off-scale Increases</i>	36

PHARMACY ASSISTANTS.....	36
LETTER OF UNDERSTANDING #1 – LABOUR CONTINUITY	38
LETTER OF UNDERSTANDING #2 – JOINT UNION MANAGEMENT QUARTERLY REVIEWS.....	38
LETTER OF UNDERSTANDING #3 – MOVEMENT BETWEEN PAY GRIDS	40
LETTER OF UNDERSTANDING #4 – EMPLOYMENT SECURITY	41
LETTER OF UNDERSTANDING #5 – NEW STORES	41
LETTER OF UNDERSTANDING #6 – REPLACEMENT STORES.....	42
LETTER OF UNDERSTANDING #7 – HEALTH & WELFARE, DENTAL AND PENSION TRUST	42
LETTER OF UNDERSTANDING #8 - NEW DEPARTMENTS.....	43
LETTER OF UNDERSTANDING #9	43
LETTER OF UNDERSTANDING #10	44
LETTER OF UNDERSTANDING #11 – MANAGEMENT STRUCTURE.....	44
LETTER OF UNDERSTANDING #12	45
LETTER OF UNDERSTANDING #13 – STUDENT SENIORITY	46
LETTER OF UNDERSTANDING #14 – ADJUSTMENTS TO SCHEDULE “A”	47
LETTER OF UNDERSTANDING #15 - PHARMACY ASSISTANT	48
LETTER OF UNDERSTANDING #16 - MOVEMENT BETWEEN BANNERS	48
LETTER OF UNDERSTANDING #17 – SCHEDULING AND CLASSIFICATION GROUPINGS.....	49
<i>Guiding Principles - merger of classifications of Groups 1 and 2:</i>	<i>49</i>
<i>Transition</i>	<i>49</i>
LETTER OF UNDERSTANDING #18 – MISSION PARK #7638 RESTAURANT DEPARTMENT	50
1. <i>Exclusions:.....</i>	<i>50</i>
2. <i>Classifications:</i>	<i>50</i>
3. <i>Wage schedule for #7638 Restaurant classifications:</i>	<i>51</i>
4. <i>Premiums:.....</i>	<i>51</i>
5. <i>Vacancies:</i>	<i>51</i>
6. <i>Transferability:.....</i>	<i>52</i>
LETTER OF UNDERSTANDING #19 –RESTAURANT DEPARTMENT.....	52
1. <i>Classifications:</i>	<i>52</i>
2. <i>Wage schedule for Restaurant classifications:</i>	<i>52</i>
3. <i>Premiums</i>	<i>53</i>
4. <i>Transferability</i>	<i>53</i>
LETTER OF UNDERSTANDING #20 – VOLUNTARY SEVERANCE	53
LETTER OF UNDERSTANDING #21 –THIRD PARTY LIABILITY	54
LETTER OF UNDERSTANDING #22 –SIMPLIFY THE COLLECTIVE AGREEMENT	54
LETTERS BETWEEN THE PARTIES – 2014 BARGAINING.....	55
<i>Re: Vacation Entitlement Balances for Coopers Foods Employees</i>	<i>55</i>
<i>Subject: Health and Safety follow through on concerns Dear Store Manager,.....</i>	<i>56</i>
Re: Section 10.03 - Benefit Contributions.....	57
<i>Re: Letter of Understanding #3, Movement between Pay Grids</i>	<i>58</i>

**THIS AGREEMENT entered into this 27th day of April, 2009, and
AMENDED BY Final Offer Selection Arbitration on the 26th day of August, 2014.**

BETWEEN: OVERWAITEA FOOD GROUP, COMMON EMPLOYER
(hereinafter referred to as the “EMPLOYER”)

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518
(hereinafter referred to as the “UNION”)

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

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

Section 1 – Shared Values

Representatives from the Employer and the Union developed and agreed to a set of Shared Values. These three shared values are as follows:

Honesty

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

Integrity

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

Trust

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

Both organizations have agreed to live by these shared values. They reflect how we will conduct ourselves, and we are committed to holding ourselves and each other accountable.

Section 2 - Bargaining Agency

- 2.01** The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agency for all employees employed by the Employer in the present and future Cooper's and Big Buy Foods stores owned and/or operated by the Employer in the Province of British Columbia, with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement, save and except excluded personnel and employees under separate certificate. In future stores the Collective Agreement shall be binding on the parties effective the date of store opening.
- 2.02** Existing working conditions and practices, written or oral, but not specifically mentioned herein, and as established by company and usage, shall continue in full force and effect and shall not be altered during the life of this Agreement, except by mutual consent of the parties. No past practice shall be used in such a manner as to alter the specific provisions in this Collective Agreement.
- 2.03** The term "employee" as used in this Agreement includes all employees of the Employer working in the Employer's operations except for those designated as excluded personnel including those with the authority to employ or dismiss which includes but not limited to the Store Manager, Assistant Store Manager, Operations Manager, Meat Manager, Produce Manager, Bakery/Deli Manager, Pharmacists, and Office staff.

Operations Managers may only be designated in **new stores for a period of two (2) years from date of store opening or acquisition** or stores that average sales of **\$200,000** or more in sales per week.

Bakery/Deli Managers may only be designated in combined Bakery/Delis that average sales of \$25,000 or more per week.

The sales averages referred to above shall be based on yearly sales over the fiscal calendar (fifty-two [52] or fifty-three [53] weeks) after the end of Period 12 with changes (additions or deletions) taking place by the end of Period 2 of the following year. This information will be shared with the Union at a senior level prior to implementation. New and Replacement stores shall be based on their projected budgeted sales with the end of year average sales based on the weeks opened in the new or replacement location.

Section 3 - Union Shop

- 3.01** The Employer agrees to retain in its employ, within the bargaining unit as outlined in Section 2 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said non-members, whether part-time or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- 3.02** The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Union shall bear

the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.

Section 4 - Deduction of Union Dues

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

Section 5 - Clerks Work Clause

5.01 Subject to exclusions in Section 2 of this Agreement, all work in the handling and selling of merchandise in the retail stores of the Employer shall be performed only by employees of the Employer who are in the Bargaining Unit and who are members of the United Food and Commercial Workers Union, Local 1518, with the following exceptions:

- a) Contracted Bakery personnel employed in the City of Kamloops
- b) Excluded personnel as listed in Section 2.03 of this Agreement, including office, packaging and bulk foods personnel.
- c) The primary responsibilities of employees excluded from the Bargaining Unit are managerial in nature but it is recognized that they may perform the duties of employees in classifications listed elsewhere in this Collective Agreement.
- d) The Employer and the Union agree that the current practice of in-store merchandising by outside vendors and sales persons will continue.

Section 6 - Basic Work Week, Accumulated Time Off, Statutory Holidays

6.01 Basic Work Week

The Employer reserves the right to schedule hours of store operation, employee hours of work, rest periods, meal periods and overtime work.

Because the stores are open seven (7) days per week the hours of work will be scheduled over the seven (7) day period. The work week will commence at 12:01 on Sunday and end at midnight Saturday.

The basic workweek for full-time employees shall be forty (40) hours, consisting of five (5) eight (8) hour days.

Part-time employees will be scheduled **by seniority according to daily maximization.**

Students reporting for work on a school day must be scheduled for a minimum of **four (4)** hours.

The consecutive day work limit shall be as per the *Employment Standards Act*.

6.02 Work Schedule

Work schedules will be posted on Thursday eleven (11) days in advance.

An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, power outage, breakdown of machinery or other instances of *force majeure*. In all other cases, at least twenty-four (24) hours' notice of any change must be given or four (4) additional hours' pay given in lieu of notice.

The Employer is required to make a reasonable effort to verbally advise individual employees of the change to their work schedule once it has been posted.

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

6.03 Meal Periods and Rest Periods

Employees who work a shift of four (4) hours but not more than five (5) hours will receive one (1) paid fifteen (15) minute rest period.

Employees who work a shift of five (5) hours but not more than six (6) hours will receive one (1) paid twenty (20) minute rest period.

Employees who work a shift of six (6) hours or more but less than seven (7) hours will receive two (2) paid fifteen (15) minute rest periods.

Employees who work a shift of seven (7) hours or more but less than eight (8) hours will receive two (2) paid twenty (20) minute rest periods or two (2) paid fifteen (15) minute rest periods with an optional thirty (30) minute unpaid meal period. Employees will indicate their meal period option twice per calendar year in the first full week of April and October.

Employees who work a shift of eight (8) hours or more will receive two (2) paid fifteen (15) minute rest periods and a thirty (30) minute unpaid meal period unless mutually agreed otherwise.

If an employee is required to work more than one (1) hour but not more than two (2) hours overtime, he/she will be given a fifteen (15) minute paid rest period

6.04 Evening and Sunday Shift Rotation

It is understood that the current practice in regard to rotation of Evening and Sunday shifts will continue.

The current practice is that everyone (including Key Personnel) will work on a fair rotation of Sundays and evenings.

The parties have agreed to utilize the Growing Our Future (GOF) 2014 post-Award meetings process as a platform to discuss and resolve concerns surrounding this topic.

6.05 Time and One-Half

Time and one-half will be paid for all hours worked in excess of eight (8) in a day and forty (40) in a week. Part-time employees who work a shift on a seventh (7th) day within a work week shall be paid at a rate of time and one-half (1-1/2X) for the length of that shift. Part-time employees shall have the option of not working on a sixth (6th) day within a work week if that is their wish.

6.06 Double Time

Double time will be paid for all hours worked in excess of eleven (11) hours in a day and forty-eight (48) in a week.

6.07 No Pyramiding of Overtime

Overtime paid on a daily basis will not be used to calculate weekly overtime.

6.08 General Holidays

a) The following days will be considered general holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

plus any additional days proclaimed as General Holidays by the Federal and Provincial Government

- b) To be eligible for a paid day off, or premium pay for working on a holiday, an employee must have been on the payroll at least thirty (30) calendar days in advance of the holiday.
- c) An eligible employee who works regular hours and has worked at least (15) of the (30) calendar days prior to the holiday is entitled to average days pay.

An eligible employee who has worked fewer than fifteen (15) of the thirty (30) calendar days prior to the holiday is entitled to prorated holiday pay.
- d) If an eligible employee works on a general holiday, then payment will be at 1 - ½ times normal rates. In addition, a day off with pay at a mutually convenient date will be accorded that employee.
- e) Where a general holiday falls during an employee's vacation or on a normal day of rest, then another day off with pay at a mutually agreed date will be accorded that employee.

6.09 Shift Interval

There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed a ten (10) hour interval between shifts shall be paid at the rate of time and one half (1-1/2) for time worked prior to the expiry of the ten (10) hour interval.

Employees may elect to have less than the ten (10) hour shift interval (but not less than eight [8] hours) on the shift immediately after a late shift in order to be available to work an early shift or vice versa.

6.10 Night Stocking

In the event that night stocking becomes necessary, the Parties shall meet to discuss its implementation. If night stocking is implemented, one (1) employee on the night stocking shift shall be designated as Lead Hand and shall be paid a premium of one dollar (\$1.00) per hour in addition to their regular rate of pay. This clause shall not apply to short-term initiatives lasting no more than two (2) weeks at a time.

If the parties cannot agree on terms of implementation, the matter shall be referred to Arbitration. The principles to be decided by the Arbitrator are fair rotation, flexible start times, and consistent start times.

6.11 Personal Time Off (PTO)

Full-time employees may request to leave prior to the completion of their scheduled shift.

If granted this Personal Time Off (PTO) shall be unpaid but the hours of PTO shall count for the purposes of accumulating Sick Leave, Vacations and Statutory Holidays.

6.12 Consecutive Days of Work

No employee shall be required to work more than six (6) consecutive days. It is understood that there will not be any “available hours” claim, involving a seventh (7th) or subsequent consecutive days of work.

6.13 Express Checkouts

Employees are not required to operate an Express Checkout (including the Service/Lotto Centre) for more than four (4) hours, including break times, per day. It shall be the employee’s responsibility to notify Management when the four (4) hours are completed.

6.14 Requested Time Off (RTO)

Full-time or part-time employees, requesting and who are granted RTO prior to the posting of the work schedule, shall not have their hours of work for the week reduced as a result of the granting of the request. It shall be optional for the Employer to reduce the hours or days for any request made and granted after the posting of the work schedule.

Section 7 - Pay Day

7.01 Pay Day

There shall be a regular weekly payday and each employee shall be provided with a Statement of Earnings and Deductions for the pay period covered.

Section 8 -Wages

8.01 Staff Meetings

Staff meetings, whether in the store or off the premises, shall be considered as time worked and paid for accordingly, except meal meetings at which the attendance is voluntary. Such meal meetings in excess of three (3) during each Contract year shall be considered as time worked and paid for accordingly.

8.02 Equal Pay for Equal Work

The Employer shall not discriminate between male and female employees by paying a female employee at a rate of pay less than the rate of pay paid to a male employee, or vice versa, for the same work performed in the same establishment.

A difference in the rate of pay between a female and a male employee based on any factor other than sex does not constitute a failure to comply with this provision.

8.03 Cash Shortages

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

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

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

8.04 Jury and Witness Duty Pay

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

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty or Witness Duty and actual work on the job in the store in one (1) day shall not exceed eight (8) hours for purposes of establishing the basic workday. Any time worked in the store in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the Contract.

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

8.05 Credit for Previous Experience

New employees shall be classified according to their previous comparable experience within the trades, retail, retail food, or food service industry. A credit for previous experience of a maximum of twelve (12) months shall be given as long as that employee has listed such experience on his or her Application for Employment form.

The Employer and the Union may expand or alter the above criteria and in such cases the Employer will provide the Union with a written notice of the program so that the Union and Employer can review, discuss, and modify details and specifics of any program(s). There shall be a fair and consistent application of any program(s). It is understood that the Employer has the right to implement any program if no agreement can be reached subject to the Union referring the matter to Arbitration to determine if the above requirements have been met.

Section 9 - Vacations with Pay – Leaves of Absence

9.01 Vacations Entitlement and Pay

Employees with the corresponding continuous years of employment with the Employer as a full-time or part-time employee will be entitled to the following vacation time off and vacation pay:

Employees Hired Before February 1, 1998			Employees Hired After January 31, 1998		
	Vacation Time Off	Vacation Pay		Vacation Time Off	Vacation Pay
One (1) or more years	2 weeks	4%	One (1) or more years	2 weeks	4%
Three (3) or more years	3 weeks	6%	Five (5) or more years	3 weeks	6%
Seven (7) or more years	4 weeks	8%	Nine (9) or more years	4 weeks	8%
Twelve (12) or more years	6 weeks	12%			
Seventeen (17) or more years	8 weeks	16%			

Effective January 1, 2017		
	Vacation Time Off	Vacation Pay
One (1) or more years	2 weeks	4%
Five (5) or more years	3 weeks	6%
Nine (9) or more years	4 weeks	8%
Thirteen (13) or more years	5 weeks	10%

9.02 Vacation Scheduling

The selection of holidays will commence with the most senior employee through to the least senior employee. Employees will pick their first two weeks of vacation starting with the most senior employees and finishing with the most junior. This process will take one week beginning December 1 of each year. The process will be repeated the following week for selection of the next two weeks of vacation time and will continue until all employees have selected their vacations. If employees fail to request specific vacation time off by April 1st, they can arrange their vacation at a later date at a time mutually acceptable to the supervisor.

Effective the 2016 vacation selection period, employees shall select their vacation using their Seniority Date within the store.

All eligible employees shall be entitled to two (2) weeks of vacation during the thirteen (13) weeks of summer. Eligible employees include those with twelve (12) months of continuous service.

Four (4) weeks per calendar year may be excluded from the vacation selection process to address the operational needs of the store. These four (4) weeks shall be determined before January 1 of each year.

These four (4) weeks shall be mutually agreed upon through the joint Union/ Management process in each store. If an agreement cannot be reached then the matter shall be referred to the Union Representative(s) and Employer Representative(s) who shall meet and, in good faith, shall earnestly endeavour to settle the matter.

The selected weeks shall be reviewed during the last joint Union/ Management meeting of the year and cannot be changed except by mutual agreement between the employee and the Employer.

Once vacations are approved by the Company, they shall not be changed, unless by mutual agreement between the employee and the Employer.

9.03 Single Day Vacation

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

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

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

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

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

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

Single Day Vacation will not impact another employee's ability to take a full week of vacation. When booking a single vacation day, all five (5) days must be booked at that time.

9.04 Leaves of Absence

General Leave

Upon one (1) month's notice, employees may request a leave of absence without pay for up to one (1) year. The employee will indicate the length of the request. The Employer is limited to only operational considerations when deciding whether or not to grant such leave. Leaves of absence shall not be unreasonably withheld. Notwithstanding the above, at least one employee at a time shall be entitled to be off on a General Leave in each store. If such a leave is granted, the employee must disclose to the Employer any new employment relationship for the purpose of determining if a conflict of interest arises.

Compassionate Leave

All employees are entitled to apply for a leave of absence of up to six (6) weeks in duration once per calendar year. Approval of the leave request and the length of the leave will be adjudicated on the basis of merit, compassion, length of service, and the operational needs of the store.

Educational Leave

Employees with four (4) years or more of continuous service shall be entitled to an unpaid leave of absence, for educational purposes, of up to one (1) year on a one-time only basis. This leave will not be denied if the request is made with a minimum of one (1) month’s notice. Only one (1) employee per store will be eligible at any one time. The employee must be attending an accredited educational institution and may be required to provide proof of such attendance.

Military Leave

An employee who is a member of the Canadian Armed Forces, including the Primary Reserve, and who is part of an operational deployment will be granted a leave of absence without loss of seniority. Employees may be required to provide documentation to support the leave request.

Section 10 - Health and Welfare Plan

10.01 Benefit Booklet

The details of the benefit plan are as contained in the Benefit Booklet and all matters of eligibility, coverage and benefits shall be as set out in the plan document and as determined by the carrier.

10.02 Benefit Eligibility

The plan is available to all employees who work twenty-two hours or more per week averaged over a twelve-week period. Employees must continue to average twenty-two or more to remain on the program.

Eligible employees may opt out of the benefits by providing the Employer with a signed letter declining benefit coverage. It is understood that this means opting out of all of the benefit coverage. Employees may opt back in at any time for full benefit coverage upon providing thirty (30) days written notice.

10.03 Benefit Contributions

Effective the first contribution period after Ratification of this Agreement, the Employer shall commence contributing sixty-nine cents (\$0.69) per hour worked to the Joint UFCW Health & Welfare Trust to provide eligible employees with the following benefits:

- | | |
|----------------------|----------------------------------|
| Life Insurance | Accidental Death & Dismemberment |
| Extended Health Care | Dental Care |

Employer contributions shall increase as follows:

- For 2010 to seventy cents (\$0.70)
- For 2011 to seventy-five cents (\$0.75)
- For 2012 to eighty cents (\$0.80)
- For 2013 to eighty-five cents (\$0.85)

Initially, the benefits provided shall remain as currently in effect under the Trust, however, the Trustees shall have the authority to make changes.

Employee contributions shall continue to be made on a monthly basis by eligible employees and shall be remitted to the Joint UFCW Health & Welfare Trust to provide employees with Weekly Indemnity and Long Term Disability benefits. The Trustees shall determine the amount of monthly contributions and the level of coverage.

Eligible employees shall be provided with Medical Services Plan (MSP) benefits, paid for by the Employer.

10.04 Physical Examinations

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

10.05 Medical Reports

The Employer agrees to pay the fee for medical reports required by the Employer for Sick Leave or Weekly Indemnity provisions to a maximum of fifty dollars (\$50.00).

10.06 Drug and Alcohol Assistance Program

The Employer and the Union recognize that drug and alcohol abuse can have serious negative impact on both the Employer and the employee. The parties mutually agree to cooperate in resolving problems with drug and alcohol abuse with a view towards rehabilitating employees suffering from such abuse.

10.07 Direct Pay Prescription Card

The Employer agrees to provide a Direct Pay Prescription Drug Card for those employees who qualify for this benefit within six (6) months of Ratification of this Agreement. The card will be for use in pharmacies operated by the Employer. For employees who work in stores with no pharmacy the Employer will make arrangements for this service at a local pharmacy.

10.08 Self Pay While on Leave

Employees on General Leave or Education Leave shall be permitted to elect to self pay their pre-leave benefits for M.S.P., Extended Health Care, Life and AD & D Insurance, and Dental. Payment to the Employer shall be by Direct Debit on a monthly basis. Once the Employer's "Self Service" functionality is implemented, employees shall be able to select which of their pre-leave benefits they wish to self pay during their leave. Employees who were eligible for Weekly Indemnity and Long Term Disability Benefits prior to commencing a leave shall immediately disqualify for these benefits but shall become immediately eligible for these benefits upon returning to work.

Section 11 - Sick Leave Benefits, Funeral Leave, Maternity Leave

11.01 Funeral and Bereavement Leave

In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay of three (3) days. The term immediate family shall mean brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, or any relative living in the household of the employee. In the event of death of an employee's spouse, parent, or child, the employee will be granted leave of absence with pay of five (5) days.

Should an employee's entitlement to the one (1) week's leave of absence with pay occur while the employee is on vacation, the employee's week of vacation will be re-scheduled at some later date as mutually agreed between the employee and the Employer.

An employee's day off will not be altered to circumvent funeral leave benefits. This leave may be extended for up to five (5) working days by using vacation time and/or unpaid leave as long as there is another employee available and capable of performing the duties required.

Employees may request up to five (5) working days of vacation time or unpaid leave for time off in the event of death of other family members not listed above as long as there is another employee available and capable of performing the duties required.

11.02 Pregnancy Leave

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

Employer, be accompanied by a physician's medical certificate stating the employee is able to return to work.

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

11.03 Parental Leave

1. An employee who requests parental leave under this Section is entitled to the following:
 - (a) for a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Section **11.02** - up to thirty five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section **11.02**.
 - (b) For a birth mother who does not take a leave under Section **11.02** in relation to the birth of a child - up to thirty seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks after that event.
 - (c) for a birth father - up to thirty seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks of that event.
 - (d) for an adopting parent - up to thirty seven (37) weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
2. If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection 1 above.
3. The employee is required to give the Employer four (4) weeks advance notice in writing of their intent to take a leave under subsection 1 (a)(b) or (c). The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
4. Benefit entitlement for the above leaves shall be as required in the *Employment Standards Act*.

11.04 Paternity/ Co-Parental Leave

An employee about to become a father or co-parent shall be entitled to an unpaid leave of absence of up to five (5) days at the time of the birth of their child or the adoption of a pre-school child or children. The employee may use one (1) week's vacation at their option.

11.05 Sick Leave

Upon satisfactory completion of probation, all **pre-September 14, 2014** regular full-time employees will be entitled to accumulate eight (8) hours of sick leave for each month of full employment to a maximum of ninety-six (96) hours. Upon satisfactory completion of probation, all **pre-September 14, 2014** part-time employees whose average work week, over

a twelve (12) week period, is a minimum of twenty-two (22) hours worked will be entitled to accumulate four (4) hours of sick leave for each month of employment to a maximum of forty-eight (48) hours. **Upon satisfactory completion of probation, employees hired after September 14, 2014 whose average work week, over a twelve (12) week period, is a minimum of twenty-two (22) hours worked will be entitled to accumulate two (2) hours of sick leave for each month of employment to a maximum of twenty-four (24) hours.** Sick leave will not accumulate during an absence for disability that exceeds two weeks in duration, including weekly indemnity, long-term disability, Workers' Compensation Board etc.

Should a **pre-September 14, 2014 full-time** employee be off work and sick one day in a month, they will receive a day's pay and accumulate eight (8) hours sick pay for that month or four (4) hours per month if a **pre-September 14, 2014 part-time employee, or two (2) hours per month for employees hired after September 14, 2014**, as long as they maintain a minimum of twenty-two (22) hours per week.

Section 12 - Pension

12.01 Normal Retirement Date

Normal Retirement Date is the first of the month following an employee's 65th birthday.

12.02 Pension Plan Eligibility

Upon completion of one year of service, employees who have worked an average of 22 hours or more per week for the twelve (12) weeks immediately preceding their anniversary day, must join the plan and remain in it while they continue to be employed by the Employer.

Employees, who have completed one year of service but have not maintained this average, must join the plan and remain in it once they have attained this average for a future twelve (12) week period.

12.02 Contributions

Employees who qualify for benefits are required to join the Plan upon completing one year of service. The Employer will contribute an amount equal to 2% of the employee's earnings. Employees are required to contribute 5% of their earnings, less contributions to CPP. Employees may increase the size of their pension investment by making voluntary contributions up to the limits specified by the Income Tax Act.

The Employer will determine who manages the fund.

12.03 UFCW Pension Plan – Pension Contributions

Effective the first contribution period after Ratification of this Agreement, the Employer shall commence contributions to the Joint UFCW Pension Trust on behalf of all employees under separate cost group within the Overwaita Division of the UFCW Pension Plan Trust.

The initial level of Employer contributions shall be at 2.50% of an employee's earnings and shall increase to the following amounts in January of each of the following years:

2010 – 3.00%	2011 – 3.50%
2012 – 4.00%	2013 – 5.00%
2014 – 5.50%	2015 – 6.00%
2016 – 6.50%	2017 – 7.00%
2018 – 7.50%	2019 – 8.00%

Effective January 2014, employee contributions shall commence as follows:

- Age 18 to under age 30 – 1% of earnings
- Age 30 to under age 40 – 2% of earnings
- Age 40 and above – 4% of earnings

Each employee shall have the option of transferring their existing pension funds to the Joint UFCW Pension Plan and use these funds to obtain past pensionable service and/or they may use other funds to purchase past pensionable service subject to actuarial calculation. Once this option is exercised Letter of Understanding #7 – Health & Welfare, Dental and Pension Trust can be deleted.

Section 13 - Seniority

13.01 Seniority Hours

On a weekly basis the Employer will schedule the required number of hours per classification and employees will be assigned shifts on a seniority basis with the most senior employees receiving the most hours. **The Employer shall identify and schedule the longest shifts. These shifts shall be assigned to employees by seniority on a daily basis.**

Sick Call-In Scheduling

All first day, short notice employee absences (illness, accident, or no shows) shall be filled by the most senior employee(s) not scheduled that day who are not already scheduled for five (5) days in the week of absence or by employees already on shift (via shift extensions) and shall not be subject to claim by senior employees at the end of the week. If less than four (4) hours notice is given, the Employer may utilize shift extensions first, in order to deal with the immediate business needs. On second and subsequent days of confirmed absence due to illness, accident or for any other reason, the hours shall be scheduled by seniority.

Short notice is defined as a notice of absence at any time within a twenty-four (24) hour period prior to the commencement of the scheduled shift. For example, an employee scheduled for a 9:00 a.m. to 6:00 p.m. shift on a Wednesday who calls in sick on Tuesday at 10:00 a.m. would trigger the “Short Notice” clause as 10:00 a.m. is within twenty-four (24) hours (twenty-three (23) in this example) of the start of the scheduled shift.

The first day is the first shift the employee will miss due to illness or accident. However, if the employee only calls in sick for one (1) shift then calls in sick the next day for the following shift, that next shift is also considered the first day. The reason for this is that management is faced with the same kind of short notice as they were on the first day.

If an employee calls in sick for more than one shift, all the shifts that follow the first shift are considered to be “second and subsequent days of confirmed absence.” These shifts must be reassigned by seniority.

13.02 Scheduling Restrictions

It is understood that the current practice in regard to Scheduling Restrictions will continue.

13.03 Seniority Defined

Seniority shall mean length of continuous service with the Employer for employees other than students. For students, seniority shall mean total hours paid by the Employer.

If a student becomes a regular employee, his/her seniority hours will be converted to a service date on the basis that each 173 hours of seniority will be considered 1 month of seniority.

A full-time employee shall mean an employee who has worked forty (40) hours per week during a twelve (12) consecutive week period. This shall be considered a full-time vacancy and be posted within five (5) days of identifying the vacancy.

13.04 Seniority Lists

Seniority lists will be updated on January 1 and July 1 of each year.

13.05 Role of Seniority

The parties agree that job security shall increase with the length of service.

13.06 Seniority Tie-Breaker

In the case where two (2) or more employees commence work on the same date, their seniority shall be determined at the end of thirty (30) days by the Employer. If this does not occur, then their ranking will be determined by their placement on the schedule.

13.07 Seniority Ranking

Effective Sunday after Ratification (2009), employees with the same seniority date within a store shall be ranked by Hours Worked at the time the ranking occurs. The hours worked shall include Pregnancy Leave, Parental Leave, paid Medical Leave, Vacation time off, and Statutory Holidays. Employees with the same seniority date within a classification shall maintain the rank they currently hold. This seniority ranking language is intended to address ranking issues across classifications and stores.

Ranking Issues

The parties agree to meet within thirty days from Ratification (2009) to address and resolve any prior ranking issues (in particular Cooper’s Foods #160). If the matter cannot be resolved, the outstanding issues will be referred to Vince Ready for a final and binding decision.

13.08 Notice of Bumping

Layoffs will be by seniority and classification within a store. An employee issued lay-off notice may apply their company seniority to bump a more junior employee in the same store provided they are capable of doing the work.

13.09 Multi Store Bumping

In a city area where there is more than one store employees laid off in one store may use their company seniority to bump a more junior employee in another store provided they can perform the job. Bumping into another store will only occur if the lay-off is expected to exceed two (2) weeks in duration.

13.10 Seniority Retention

Laid off employees will retain their seniority for six (6) months if they have less than one year seniority and for twelve (12) months if they have more than one year seniority.

13.11 Recall from Layoffs

Employees on lay-off will be recalled on the basis of company seniority provided they are capable of performing the available work.

Laid-off employees must keep the Employer apprised of telephone numbers and address and must report for work within two (2) days of being recalled unless the Employer agrees to extend the reporting time.

13.12 Role of Seniority

The Employer subscribes to the principal of promotions from within wherever possible. The parties agree that length of service shall be the governing factor provided capability, merit and ability are relatively equal amongst those being considered for the vacancy.

13.13 Posting of Vacancies

All job vacancies for positions in the bargaining unit will be posted for seven (7) days.

Job postings are awarded by seniority.

Jobs will be posted within the store first. If there is no successful applicant, the job will be posted in the following geographic areas:

1. Okanagan (Vernon to Westbank)
2. Cariboo (Kamloops, Merritt, Revelstoke)
3. Lower Mainland (including Hope)

New Stores

The Employer and Union will determine which geographic area a new store is placed. Fifty percent (50%) of the non-Key Personnel full-time positions in a new store shall be posted and made available to employees in the geographic area. A minimum of two (2) full-time positions will be posted.

A maximum of two (2) successful applicants per year will be permitted to move via the job posting process from the Revelstoke store to another location within the Cariboo job posting area.

The Employer will provide the Union with a report each quarter, showing part-time employees who have worked twelve (12) consecutive weeks at forty (40) hours per week.

13.14 Employee Applications

Employees who meet the qualifications on the posting may submit a written application for consideration.

13.15 Employer Evaluation

The Employer will evaluate capability, merit and ability in a just manner and award the position.

13.16 Trial Period

The successful applicant will be on a thirty (30) shift trial period and if unsuccessful will move back into their previously held position as will all others affected by the posting.

13.17 Restriction of Availability

A part-time employee who works less than the basic workweek and restricts his or her availability shall sign a form so advising the Employer. One copy of the form is to be mailed to the Union by the Employer. Such employee shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. When reductions in hours occur, the junior employee, whether or not he or she is of restricted status, shall be reduced first. In an employee wishes to end his or her restricted status, the employee shall so advise the Employer in writing. The employee's full seniority rights shall begin from the date of the next posted schedule after he or she advises the Employer of his or her full availability. An employee shall not be entitled to fill out a form, as outlined above, more than once per twelve (12) month period as of the anniversary date of the lifting of their restriction unless otherwise mutually agreed.

Employees who lift their restriction shall have a right to return to a weekly average of hours based on the hours worked by the employee over a thirteen (13) week period prior to the date the employee restricted their availability.

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

Employees shall not be permitted to restrict their availability below sixteen (16) hours per week except for health reasons supported by objective medical information supplied by a doctor, or unless mutually agreed between the Employer and the employee.

The Employer agrees to provide a letter to the Union stating that the Employer will provide the Union with a copy of all restriction forms, either by fax or other electronic means, and that effective within thirty (30) days of ratification (2009) an employee's restrictions will be noted on the in-store schedules.

13.18 Job Security

To enhance the job security of employees covered by this Agreement, employees affected by a permanent closure of their store (i.e. no replacement store is opened), shall be permitted to exercise their Company Seniority into other stores in the province. Employees will be granted their request by seniority and stores accepting these employees will only be required to absorb up to five percent (5%) of their current employee count into their store. The Employer and the Union shall meet to determine where employees will be transferred when the store is closed.

13.19 New Store, Remodel and Reline Work

If the Employer uses employees from other stores to lead work crews involved in a New Store opening, Remodel or Major Reline, there will be no negative impact on employee’s existing hours of work. Employees borrowed to lead these work crews will continue to accumulate seniority in their home store. Additional hours that become available due to a Major Remodel or Reline will be offered to employees in the store and are not subject to the weekly store scheduling parameters within the store.

13.20 Notice of Reduction to Part-Time Status

Full-time employees will be given one week’s notice in writing in the event that they are reduced to part-time status (ie. Moving to less than 40 hours worked per week).

13.21 Full-Time Percentage

Twenty percent (20%) of the bargaining unit hours will be used to calculate the number of employees to be scheduled on a full-time basis. The calculation will be done twice each year (end of February and end of August) and the positions will be assigned on a province-wide basis as determined by the Employer. The Parties will meet twice yearly to review the calculation.

13.22 Severance Pay

In the event there is a permanent closure of a store, causing a full-time employee to lose his or her employment, the Employer shall pay such employee severance pay at his or her regular hourly rate of pay according to the following schedule:

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

Should a full-time employee be reduced to part-time by the Employer and later lose employment due to the circumstances set out above, then such employee shall be entitled to severance pay as set out above.

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

Employees who are laid off as the result of a store closure can elect to receive their severance pay at any time up to the expiry of their recall period.

Section 14 - Union's Recognition of Management Rights

14.01 Management Rights

The Union agrees that the management of the Employer, including the right to plan, direct and control the Store operations, the direction of the scheduling and direction of the work force and the termination of employees for proper cause, are the sole rights and functions of the Employer. During the first five hundred (500) hours of actual work, each new employee shall be on probation. The decision whether or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Sections **15 and 16** of this Agreement. Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of management, subject however, to discharge of non-probationary employees on grounds of alleged incompetence being processed under Sections **15 and 16** of this Collective Agreement. The Parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

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

Section 15 - Grievance Procedure

15.01 Purpose

This procedure is designed to have grievances dealt with as expeditiously as possible. The parties agree to make an earnest effort to resolve grievances at the earliest stages of the procedure.

15.02 Grievance Defined

A grievance is a violation or an alleged violation of this collective agreement.

15.03 Grievance Procedure

- Step 1 Must occur within 14 calendar days of the incident giving rise to the grievance. This is the informal stage between the grievor and the Department Manager. The grievor may involve the Shop Steward in this step if that is their wish. The grievor may involve the Union Staff Representative if a Shop Steward is absent or in unique situations where the grievor is uncomfortable raising the issue with a Shop Steward.
- Step 2 Failing a settlement at step 1 the grievance may be advanced to step 2 within 14 days of receiving the answer at step 1. This step is in writing and includes the grievor and the Shop Steward meeting with the Department Manager. A written answer must be rendered within 7 calendar days of the meeting. The grievor may involve the Union Staff Representative in this step if that is their wish.

Step 3 Failing a settlement at step 2 and prior to going to arbitration the Store Manager will meet with the Union Staff Representative to make one last effort to resolve the issue.

15.04 Time Limits

Time limits outlined in the grievance procedure may be extended by mutual agreement of the parties.

Section 16 - Board of Arbitration

16.01 Power of the Arbitrator

An Arbitrator will render a binding resolution to a grievance referred to him/her but he/she shall not alter the terms and condition of the collective agreement.

16.02 Single Arbitrator

The parties agree to use a single Arbitrator who shall be either Mr. Vince Ready, Mr. Stephen Kelleher, Ms. Judy Korbin or Colin Taylor or such other Arbitrators as mutually agreed to.

16.03 Arbitration Expenses

The parties agree to bear their own costs including lost wages for witnesses, legal and travel costs. The parties will share equally the cost of the Arbitrator and the cost of the meeting room.

16.04 Expedited Arbitration

At any time prior to arbitration the parties may agree to refer the dispute to section 104 (Expedited Arbitration). If referred the parties agree that the decision will be final and binding.

16.05 Troubleshooter

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

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

4. Interpretation grievances or grievances regarding the discharge of employees shall not be referred to this process unless mutually agreed by both parties.
5. Decisions of the Troubleshooter shall be in writing but shall be without prejudice, non-precedent setting and shall not be publicized.
6. Legal counsel shall not be used by either party.
7. The parties shall develop other procedures or guidelines as necessary.

Section 17 - Miscellaneous

17.01 Union Decal

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

17.02 Employees Personnel File

Employees can have access to their Personnel file upon request. The review of the file will be done in the presence of a Manager.

17.03 Harassment

The Employer and the Union recognize the rights of employees to work in an environment free from harassment including sexual harassment and discrimination. Where an employee alleges that harassment or discrimination has occurred on the job the employee shall have the right to grieve under the collective agreement. Where an allegation of harassment or discrimination has been received by the Employer or the Union, it will be investigated on a priority basis in accordance with the joint policy.

17.04 No Discrimination

Both the Employer and the Union endorse the principles outlined under the BC Human Rights Code wherein it is illegal for either the Employer and/or the Union to discriminate in respect to matters such as employment or membership in the Union because of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, and age or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the employment or to the intended employment of that person. The Parties agree that this list of protected grounds shall be amended concurrently when there are amendments to the *BC Human Rights Code*.

17.05 Confidentiality

Grievances under this clause will be handled with all possible confidentiality and dispatch. Under this article, any step of the Grievance Procedure may be waived.

17.06 Picket Lines

The Employer agrees that, in the event of a legal picket line of another trade union being in existence at any of the Employer's stores within the Bargaining Unit, the Employer will in no

way require or force members to report to work behind such a picket line. Nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at his or her place of work.

17.07 Wearing Apparel

When an employee is required by the Employer to wear a uniform or special article of wearing apparel, such uniform or special article of wearing apparel shall be furnished by the Employer, free of cost to the employee.

Notwithstanding the above paragraph and within three (3) months after Ratification (2009), the Employer shall provide each employee with two (2) shirts each calendar year. Employees shall be responsible for laundering and pressing these shirts and shall only wear these shirts while at work. Employees who terminate their employment with the Employer shall return all of their shirts to their store. If an employee's shirt is damaged while working the Employer will provide a replacement.

On a one-time only basis, within three (3) months after Ratification (2009), all employees who had worked an average of twenty-eight (28) hours or more in the thirteen (13) weeks prior to Ratification will receive a third (3rd) shirt from the Employer.

17.08 Safety Footwear

Receivers who purchase safety footwear for use in their job, will be provided with a payment in the amount of ten dollars by the Employer as a partial reimbursement for the cost of this footwear.

17.09 Tools and Equipment

All tools and equipment which are required to be used by the employees shall be supplied and kept in repair by the Employer at no cost to the employee. These items must be kept on the premises.

17.10 Bulletin Board

The Employer shall provide a bulletin board in each store, for the purpose of posting Union notices.

17.11 Health, Safety and Education Fund

The Employer agrees to contribute three cents (\$.03) per hour for every hour worked by Employees to the United Food and Commercial Workers, Local 1518, Health, Safety & Education Fund effective on the start of the pay period following implementation of this Agreement. Hours worked for this purpose will include hours actually worked as well as paid vacation and statutory holiday hours to a maximum of 40 hours per week.

17.12 Changes in Work Operation

The Employer and the Union agree that where it can be shown that changes made by the Employer in the work presently performed by the employees in the Bargaining Unit results from a change in the method, style, or concept of the Employer's operation and, should these changes have an adverse effect on the employees' wage rates or scheduled hours of work, the Employer and the Union shall meet and determine a reasonable solution. The parties

acknowledge that non-prejudicial amendments to the Collective Agreement may be required. If agreement on a reasonable solution cannot be reached, the matter shall be referred to the Expedited Arbitration process. In arbitrating the effect of the change on the employee(s), with regard to rate of pay or hours of work, the Arbitrator may accept the Employer's position, the Union's position, or fashion an alternate "reasonable solution" which is based upon the positions of the two parties.

17.13 Duty to Accommodate

The Employer will share with the Union the full details of a proposed accommodation, prior to implementation, so that the Union has the opportunity to critique and participate in finalizing the details of the accommodation.

Section 18 - Health and Safety Store Committees

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

The Committee shall consist of a minimum four (4) members including a Worker Co-chair and a Worker Representative (both of whom are either elected by the bargaining unit or appointed by the Union), an Employer Co-chair, and another representative who is mutually selected by the two Co-chairs. Additional members above the minimum shall be mutually selected by the Co-chairs.

Any unresolved issues from these meetings shall be referred to the Provincial Health & Safety Committee for resolve.

18.02 The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventive and corrective, to protect the health and safety of employees.

This will include, but is not limited to, providing the Union with the details of the Employer's Violence in the Workplace "Prevention and Response Program". The Union will be provided with applicable incident reports and recommendations flowing from any incident.

Section 19 - Time Off for Union Business

19.01 The Employer agrees that employees selected to attend Union Business including Conferences, Conventions, Seminars, and Negotiations etc. will be provided with time off.

At the request of the Union, the Employer will continue to compensate the employee at their regular rate of pay during this absence. In this event, the Union will reimburse the Employer, on receipt of a detailed invoice, for the cost of the pay and benefits applicable to this period. It is understood that no more than one (1) employee per store will be absent for this purpose at the same time.

Two (2) employees will be permitted to attend the annual provincial Union Conference unless mutually agreed otherwise.

19.02 Store Visits of Union Representatives

Duly authorized full-time Representatives of the Union shall be entitled to visit the stores for the purpose of observing working conditions, interviewing members, signing up unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

19.03 Employer Obligation

The Employer reserves the right to discipline employees for just and reasonable cause.

19.04 Shop Steward Recognition

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

It is recognized that Shop Stewards shall be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or elections.

Two (2) Shop Stewards (three (3) in stores with over fifty (50) employees and four (4) in stores with over one hundred (100) employees) per store will be elected or appointed by the Union. Only up to two (2) Shop Stewards are entitled to attend JLM meetings. They are recognized for the purpose of overseeing the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and Grievances to designated Management of the store.

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice shall be present when a member of the Bargaining Unit is given a reprimand which is to be entered on the employee's personnel file or is suspended or discharged. A copy of all such formal notices of discipline shall be given to the Union through the Shop Steward.

Discipline Interview

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

When a Shop Steward is investigating a Grievance or a complaint on Employer time, the Steward must first obtain permission from his/her immediate Supervisor or the Store Manager. Such permission will not be unreasonable denied.

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

19.05 Growing Our Future

Purpose

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

Guiding Principles

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

Scope

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

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

Suggested Topics FOR Discussion:

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

Topics NOT for Discussion:

- Changing the terms of the contract;
- Grievances, Employee Specific Issues, Duty To Accommodates, Harassment;
- Complaints and/or Specific Discipline Cases.

Meeting Structure

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

Meetings shall be held in every store on the second Tuesday or Wednesday of every month.

Shop Stewards and Store Management will be scheduled to attend the meetings.

Schedule members from various departments to attend meetings on a rotating basis to increase exposure of the process to all people in the store.

Guests/Observers who volunteer to attend will be scheduled whenever possible to encourage employee participation.

Union Representatives/LR Specialists are invited to attend the meetings.

Responsibility for chairing meetings is to alternate each meeting between the Union and Management (all participants will be encouraged to take a turn as the chair).

Follow up and follow through on commitments in a timely and respectful manner.

Meeting minutes are to be taken, agreed to and signed off by a Shop Steward and Management and then submitted to UFCW 1518 and OFG Head Office by the end of the following business day.

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

Communication

Meeting minutes are to be posted on the Union Board and Store Communications Board for all employees to read. The participants of the committee are to develop a timeline of completion for any action items that arise out of the meeting.

Discussion on topics from the meeting should be followed up on in between meeting dates to ensure there is communication and follow up between the parties.

Throughout the process participants are to hold each other accountable to the Shared Values and Goals by communicating concerns in this process

Roll-Out

A representative from both OFG and UFCW 1518 will be responsible for providing support and guidance in the roll-out of this process. This will include an initial orientation to the meeting structure, and this team will continue to be a resource to any store that requires assistance (i.e. 6 months -12 months). These representatives will review the monthly meeting minutes and follow up with specific stores if there are any questions or concerns that need to be addressed.

After the initial roll-out of the Growing Our Future Meetings, further meetings will be held with Shop Stewards and Management to discuss the importance of all participants to sign off on the Values and Goals at store level.

Section 20 - Expiration and Renewal

20.01 Term and Notice to Bargain

- (a) This Agreement shall be for the period from and including **March 1, 2014** to **February 28, 2019** and from year to year thereafter, subject to the right of either Party to the Agreement, within four (4) months immediately preceding **February 28, 2019** or any subsequent anniversary date thereafter to require the other party to this Agreement, in writing, to commence bargaining to conclude a revision or renewal of this Agreement.
- (b) Should either Party give notice pursuant to (a) above, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other terms or condition of employment until the Union and the Employer have agreed to amend the terms of this Agreement.
- (c) Should the Parties fail to agree to terms to revise or renew successive collective agreements between **March 1, 2009 and February 28, 2019**, the disputed items shall be referred to Binding Interest Arbitration as referenced in Letter of Understanding – Labour Continuity.
- (d) It is agreed that until **February 28, 2019**, only the expiry date (set out in Section **20.01** (a)) of Section **20.01** shall be amended by the Parties.

20.02 Multi Year Agreement

It is mutually agreed that the operation of Subsection 2 of Section 50 of the *Labour Relations Code* of BC is specifically excluded from this Agreement.

20.03 New and Replacement Stores – Ten Years Labour Peace

The Union and Employer agree that the following shall apply to all New and Replacement stores (including acquisitions) opened after April 1, 2014.

- 1. The Parties agree that for ten years from the date of the opening of each New (including acquisitions) or Replacement store the following shall apply:**
 - a) **The Employer agrees not to authorize or implement a lockout of the employees at any stores that meet the requirements of this provision;**
 - b) **The Union agrees not to authorize or implement a strike of the employees at any stores that meet the requirements of this provision; and**
 - c) **The Union agrees not to picket at any stores that meet the requirements of this provision.**

The Parties agree that this provision will be in full force for ten years at any New and Replacement (including acquisitions) store.

If in the future, the Employer acquires stores, the parties shall meet to develop a transition plan.

Signed this _____ day of _____, _____.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
OVERWAITEA FOOD GROUP,
COMMON EMPLOYER

Ivan Limpright, President

Major Brar

Frank Pozzobon, Secretary Treasurer

Eric Bourke

SCHEDULE "A"

SCHEDULE OF WAGES

WAGES

The Employer agrees to pay all persons covered by the terms of this Agreement not less than the following schedule of wages during such time as this Agreement is in force, effective on dates as shown, and provided that an employee is receiving a wage rate.

There shall be a regular **weekly** payday and each employee shall be provided with a Statement of Earnings and Deductions for the pay period covered.

Pay Grid "B"

Grocery Clerks, Cashiers, Meat Wrappers, Meat Clerks, Cash Up Clerks, Lotto Clerks, Deli Clerks, Computer Clerks, Receivers, Floral Clerks, Produce Clerks, Bakery Clerks, Warehouse Clerks, Pharmacy Assistant

Accumulated Hours Worked	Hourly Rate
0 to 520	\$13.40
521 to 1040	\$13.70
1041 to 1560	\$14.10
1561 to 2080	\$14.50
2081 to 2600	\$14.90
2601 to 3120	\$15.30
3121 to 3640	\$15.70
3641 to 4160	\$16.10
4161 to 4680	\$16.50
4681+	\$17.35

Meat Cutters

Accumulated Hours Worked	Hourly Rate
0 to 520	\$17.55
521 to 1040	\$17.80
1041 to 1560	\$18.10
1561 to 2080	\$18.40
2081 to 2600	\$18.70
2601 to 3120	\$19.00
3121 to 3640	\$19.30
3641 to 4160	\$19.60
4161 to 4680	\$19.90
4681+	\$20.50

Service Clerks – Meat Cleanup

Accumulated Hours Worked	Hourly Rate
0 to 520	\$9.25
521 to 1040	\$9.45
1041 to 1560	\$9.65
1561 to 2080	\$9.85
2081	\$10.55

Pay Grid “A”

Cash-Up Clerks, Deli Clerks, Computer Clerks, Bakery Clerks, Warehouse Clerks, Pharmacy Assistant

Accumulated Hours Worked	Hourly Rate
0 to 520	\$17.45
521 to 1040	\$17.50
1041 to 1560	\$17.55
1561 to 2080	\$17.60
2081 to 2600	\$17.65
2601 to 3120	\$17.70
3121 to 3640	\$17.75
3641 to 4160	\$17.80
4161 to 4680	\$17.90
4681+	\$18.05

Grocery Clerks, Cashiers, Meat Wrappers, Meat Clerks, Lotto Clerks, Receivers, Floral Clerks, Produce Clerks

Accumulated Hours Worked	Hourly Rate
0 to 520	\$17.45
521 to 1040	\$17.50
1041 to 1560	\$17.55
1561 to 2080	\$17.60
2081 to 2600	\$17.65
2601 to 3120	\$18.05
3121 to 3640	\$18.65
3641 to 4160	\$19.30
4161 to 4680	\$20.55
4681+	\$22.73

Meat Cutters

SAR 09	Hourly Rate
0 to 520	\$20.60
521 to 1040	\$20.70
1041 to 1560	\$21.10
1561 to 2080	\$21.50
2081 to 2600	\$21.90
2601 to 3120	\$22.30
3121 to 3640	\$22.70
3641 to 4160	\$23.10
4161 to 4680	\$23.50
4681+	\$24.40

Service Clerks – Meat Cleanup

Accumulated Hours Worked	Hourly Rate
0 to 520	\$9.25
521 to 1040	\$9.45
1041 to 1560	\$9.65
1561 to 2080	\$9.85
2081	\$10.55

Key Personnel Lead Hands

Position	Hourly Rate
Bakery	\$20.00
Deli	\$20.00
Bakery/Deli	\$20.00
Operations	\$23.23
Produce	\$23.23
Meat	\$24.90

2014-2019 Wage Scale

Employees hired after September 14, 2014 shall be placed on the 2014 – 2019 Wage Scale below.

Step #	Experience Hours		2014	2015	2016	2017	2018
1	-	520	\$ 10.50	\$ 10.75	\$ 10.85	\$ 11.00	\$ 11.00
2	521	1,040	\$ 10.65	\$ 10.85	\$ 11.10	\$ 11.10	\$ 11.10
3	1,041	1,560	\$ 10.80	\$ 10.95	\$ 11.20	\$ 11.20	\$ 11.20
4	1,561	2,080	\$ 10.95	\$ 11.05	\$ 11.30	\$ 11.30	\$ 11.30
5	2,081	2,600	\$ 11.10	\$ 11.15	\$ 11.40	\$ 11.40	\$ 11.40
6	2,601	3,120	\$ 11.25	\$ 11.25	\$ 11.50	\$ 11.50	\$ 11.50
7	3,121	3,640	\$ 11.40	\$ 11.40	\$ 11.65	\$ 11.65	\$ 11.65
8	3,641	4,160	\$ 11.55	\$ 11.55	\$ 11.80	\$ 11.80	\$ 11.80
9	4,161	4,680	\$ 11.70	\$ 11.70	\$ 11.95	\$ 11.95	\$ 11.95
10	4,681	5,200	\$ 11.85	\$ 11.90	\$ 12.15	\$ 12.15	\$ 12.15
11	5,201	5,720	\$ 12.00	\$ 12.10	\$ 12.35	\$ 12.35	\$ 12.35
12	5,721	6,240	\$ 12.15	\$ 12.30	\$ 12.55	\$ 12.55	\$ 12.55
13	6,241	6,760	\$ 12.30	\$ 12.50	\$ 12.75	\$ 12.75	\$ 12.75
14	6,761	7,280	\$ 12.45	\$ 12.70	\$ 12.95	\$ 12.95	\$ 12.95
15	7,281	7,800	\$ 12.65	\$ 12.90	\$ 13.15	\$ 13.15	\$ 13.15
16	7,801	8,320	\$ 12.85	\$ 13.10	\$ 13.35	\$ 13.35	\$ 13.35
17	8,321	8,840	\$ 13.05	\$ 13.30	\$ 13.55	\$ 13.55	\$ 13.55
18	8,841	9,360	\$ 13.25	\$ 13.50	\$ 13.75	\$ 13.75	\$ 13.75
19	9,361	9,880	\$ 13.45	\$ 13.70	\$ 13.95	\$ 13.95	\$ 13.95
20	9,881	10,400	\$ 13.65	\$ 13.90	\$ 14.15	\$ 14.15	\$ 14.15
21	10,401	10,920	\$ 13.85	\$ 14.10	\$ 14.35	\$ 14.35	\$ 14.35
22	10,921	11,440	\$ 14.05	\$ 14.30	\$ 14.55	\$ 14.55	\$ 14.55
23	11,441	11,960	\$ 14.25	\$ 14.50	\$ 14.75	\$ 14.75	\$ 14.75
24	11,961	12,480	\$ 14.50	\$ 14.70	\$ 14.95	\$ 14.95	\$ 14.95
25	12,481	13,000	\$ 14.75	\$ 15.10	\$ 15.35	\$ 15.35	\$ 15.35
26	13,001	13,520	\$ 15.00	\$ 15.30	\$ 15.55	\$ 15.55	\$ 15.55
27	13,521	14,040	\$ 15.25	\$ 15.50	\$ 15.75	\$ 15.75	\$ 15.75
28	14,041	14,560	\$ 15.50	\$ 15.70	\$ 15.95	\$ 15.95	\$ 15.95
29	14,561	15,080	\$ 15.75	\$ 15.90	\$ 16.15	\$ 16.15	\$ 16.15
30	15,081	15,600	\$ 16.00	\$ 16.10	\$ 16.35	\$ 16.35	\$ 16.35
31	15,601	16,120	\$ 16.25	\$ 16.30	\$ 16.65	\$ 16.65	\$ 16.65
32	16,121	16,640	\$ 16.35	\$ 16.35	\$ 16.95	\$ 16.95	\$ 16.95
33	16,641	17,160	\$ 16.65	\$ 16.65	\$ 17.25	\$ 17.25	\$ 17.25
34	17,161	17,680	\$ 16.95	\$ 16.95	\$ 17.55	\$ 17.55	\$ 17.55
35	17,681	18,200	\$ 17.25	\$ 17.25	\$ 17.85	\$ 17.85	\$ 17.85
36	18,201 +		\$ 17.55	\$ 17.55	\$ 19.00	\$ 19.00	\$ 19.00

GRID C EMPLOYEES

Effective March 1, 2014 Grid C employees shall be placed at the next highest rate of pay on the 2014-2019 Wage Scale and progress up the wage scale with every 520 hours worked and have the ability to reach the top rate of pay of \$19.00. This retroactivity to March 1, 2014 is for hours credit purposes only.

GRID B EMPLOYEES

Grid B employees shall receive the following lump sum payments and off-scale wage increases

Lump Sums

Effective the first full pay period after September 14, 2014, active Grid B employees shall receive a lump sum payment as follows:

32 or more hours worked per week	\$1500.00
24 hours to 31 hours worked per week.....	\$1000.00
16 hours to 23 hours worked per week.....	\$500.00
8 hours to 15 hours worked per week	\$250.00

Off-scale Increases

The following off-scale increases shall be paid to Grid B employees at top rate:

First Sunday in April 2014	\$0.30 (This payment shall be retroactive)
First Sunday in April 2015	\$0.30
First Sunday in April 2016	\$0.30
First Sunday in April 2017	\$0.30
First Sunday in April 2018	\$0.30

Grid B employees not at top rate shall receive a twenty-five cent (\$0.25) per hour off-scale increase the first Sunday in April of each year (commencing in 2015), up to and including April 1, 2018 (as outlined above), or until they achieve the top rate of pay on their Grid B wage scale. Upon achieving top rate on the existing Grid B wage scale, they shall start receiving the increase set out for the year they achieve top rate and subsequent years as detailed in the Top Rate Grid B table above.

Off-scale wage increases shall not impact employees' ability to reach the next highest rate of pay on the wage scale. For example, if an employee has worked 320 hours towards his/her next highest rate on the wage scale and receives a \$0.25 per hour off-scale increase, they will work 200 hours and reach the next highest rate of pay on the wage scale.

GRID A EMPLOYEES

Grid A employees shall receive the following lump sum payments and off-scale wage increases

Lump Sums

Effective the first full pay period after September 14, 2014, active Grid A employees (including Pharmacy Assistants) shall receive a lump sum payment as follows:

32 or more hours worked per week	\$1500.00
24 hours to 31 hours worked per week.....	\$1000.00
16 hours to 23 hours worked per week.....	\$500.00
8 hours to 15 hours worked per week	\$250.00

Off-scale Increases

The following off-scale increases shall be paid to Grid A employees as follows:

First Sunday in April 2014	\$0.30 (This payment shall be retroactive)
First Sunday in April 2015	\$0.25
First Sunday in April 2016	\$0.25
First Sunday in April 2017	\$0.20
First Sunday in April 2018	\$0.20

Off-scale wage increases shall not impact employees’ ability to reach the next highest rate of pay on the wage scale. For example, if an employee has worked 320 hours towards his/her next highest rate on the wage scale and receives a \$0.25 per hour off-scale increase, they will work 200 hours and reach the next highest rate of pay on the wage scale.

PHARMACY ASSISTANTS

Existing Pharmacy Assistants shall continue to progress through their current wage scale and receive the same off-scale/lump sum payment as outlined for Grid A employees.

Employees hired after September 14, 2014, to perform qualified Pharmacy Assistant duties in the dispensary, shall be placed at 9881 hours on the 2014-2019 Wage Scale, and will progress up the wage scale every 520 hours worked. These positions shall be treated as a separate classification unless the parties agree otherwise.

Cost of Living Clause:

Commencing in April 2004, the Employer and the Union shall meet to determine if there has been more than a three percent (3%) increase in the B.C. Consumer Price Index (CPI)” over the past year. The determination (CPI Increase) will be based on a comparison of the March 2004 B.C. CPI to the March 2003 B.C. CPI.

*B.C. CPI as supplied by Statistics Canada

If the CPI increase exceeds three percent (3%) then the Employer shall pay employees at the top rate of their classification one cent (\$0.01) per hour paid and one-half cent (\$0.005) per hour paid to the Lotto, Service Clerk, Warehouse Store Clerk, Student Part-Time and all Grid “C” (except Meat Cutter) classifications for each one-third of one percent (0.333%) that the CPI increase exceeds three percent (3%). Hours paid shall mean the hours paid in the fifty-two (52) weeks prior to March 28, 2004.

The above calculation shall also be made in April 2005, April 2006, April 2007 and April 2008 as follows:

Calculation Date	CPI Increase Comparison	Hours Paid Calculation
April 2005	March 2005 vs. March 2004	52 weeks prior to March 27, 2005
April 2006	March 2006 vs. March 2005	52 weeks prior to April 2, 2006
April 2007	March 2007 vs. March 2006	52 weeks prior to April 1, 2007
April 2008	March 2008 vs. March 2007	52 weeks prior to March 30, 2008

Example for April 2005:

1. March 2005: B.C. CPI = 154.8
2. March 2004: B.C. CPI = 140.7
3. 154.8 divided by 140.7 = 10.0213% increase in B.C. CPI
4. 10.0213% minus 3% = 7.0213%
5. 7.0213% divided by .3333 = \$0.2107 per hour paid
6. 2080 hours paid** times \$0.2107 = \$438.26

**Hours paid in the 52 weeks prior to March 27, 2005.

Premiums

- a) **In charge Premium:** A person, designated by the Employer to lock up, or designated to be in charge during the absence of a manager for at least one week, will receive a premium of \$1.00 per hour for each hour worked in this capacity.
- b) **First Aid Premium:** When an employee is designated by the Employer to provide first aid coverage, the Employer will pay the cost of any recognized first aid course and furthermore, for those employees who have a recognized Industrial First Aid Designation, a premium of \$0.35 in addition to their normal wages will be paid. Two employees per store will be recognized for Industrial tickets, and five employees per year for emergency first aid.

LETTER OF UNDERSTANDING #1 – LABOUR CONTINUITY

The Union and the Employer agree as follows:

1. If after collective bargaining the Union and the Employer are unable to conclude a settlement of all bargaining demands, the Parties shall each formulate their own final offer for a renewed Collective Agreement, both of which shall be referred to a final offer selection arbitration for resolution in a final and binding settlement to a sole arbitrator. The final offers shall include the items previously agreed and each party shall set out their final position on the outstanding issues.
2. The final offer selection arbitrator shall hear submissions from each of Parties and then select one of the final offers and award it as the new Collective Agreement.
3. The final offer selection arbitrator shall have the power to amend this Collective Agreement, but is subject to Section **20.01** (d), and the arbitrator's decision shall be final and binding.
4. The Parties shall make every effort to agree to an arbitrator. If agreement cannot be reached on an arbitrator, then either Party may request the BC Labour Relations Board to appoint an arbitrator.
5. Subject to what the Parties agree to at the first full reopener in 2014, there may be additional full reopeners prior to February 28, 2019.

SIGNED THIS 18th DAY OF APRIL 2009.

LETTER OF UNDERSTANDING #2 – JOINT UNION MANAGEMENT QUARTERLY REVIEWS

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

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

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

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

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

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

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

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

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

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

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

SIGNED THIS 18th DAY OF APRIL 2009.

LETTER OF UNDERSTANDING #3 – MOVEMENT BETWEEN PAY GRIDS

It is understood that 25% of the hours worked will be scheduled to employees in Pay Grid “A”, 25% of the hours worked will be scheduled to employees in Pay Grid “B” and 50% of the hours worked will be scheduled to employees in Pay Grid “C”.

- a) The employees listed in Appendix “A” will continue to be scheduled in Pay Grid “A” as long as they continue to be employed by the Employer.

The employees listed in Appendix “B” will continue to be scheduled in Pay Grid “B” as long as they continue to be employed by the Employer or until they are scheduled in Pay Grid “A” as described in point c) as follows.

- b) When the hours scheduled in Pay Grid “A” fall below 25%, the Employer will post the required vacancy(ies) to bring the hours back up to 25%. The successful applicant from Pay Grid “B” will receive the next highest wage rate within Pay Grid “A” and progress through the wage schedule based on hours worked. For example, a Clerk Cashier earning \$13.25 per hour in Pay Grid “B”, will move up to Pay Grid “A” at a rate of \$14.90 per hour and progress to \$16.77 after another 500 hours of work and so on.
- c) When the hours scheduled in Pay Grid “B” fall below 25%, the Employer will post the required vacancy(ies) to bring the hours back up to 25%. The successful applicant from Pay Grid “C” will receive the next highest wage rate within Pay Grid “B” and progress through the wage schedule based on hours worked. For example, a Clerk Cashier earning \$10.00 per hour in Pay Grid “C”, will move up to Pay Grid “B” at a rate of \$10.65 per hour and progress to \$11.95 after another 1000 hours of work and so on.
- d) At the end of each quarter, i.e. February, May, August, November, the average hours scheduled in each Pay Grid will be reviewed to determine movement between the grids for the next quarter. In the event that the hours scheduled in Pay Grid “A” and/or “B” are more than 25%, the most junior employee(s) in the Grid will be moved down to the next Grid, subject to points a) and b) above.
- e) The Employer agrees to complete and post quarterly grid reports within four (4) weeks from the end of the quarter. Copies of the Grids Movement will be posted within the store and will be forwarded to the Union Office.

Effective Sunday After Award (SAA) there shall be no further movement of employees to Grid B or Grid A rates of pay and no grid rebalancing.

SIGNED THIS 18th DAY OF APRIL 2009.

SIGNED AS AMENDED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #4 – EMPLOYMENT SECURITY

The parties agree that individuals employed under another banner of the Overwaitea Food Group have no rights to positions within the Cooper's and Big Buy Foods stores. If such an employee wishes to be considered for a position with Cooper's or Big Buy Foods, they would, if hired become new employees.

If however, an Overwaitea Food Group store operating under another banner is converted to a Cooper's or Big Buy Foods store, employees retained would have their current company seniority converted to Cooper's or Big Buy Foods seniority and would be slotted into the appropriate pay grid consistent with the structure outlined in Letter of Understanding #3.

SIGNED THIS 20TH DAY OF JANUARY 1999.

LETTER OF UNDERSTANDING #5 – NEW STORES

The Employer and the Union agree that the following terms and conditions of employment shall apply to all new stores (including acquisitions) that open after March 1, 1999.

1. 25% of the available hours will be scheduled to employees in Pay Grid "A"
2. 75% of the available hours will be scheduled to employees in Pay Grid "C"
3. It is understood that once employees included in Pay Grid "C" accumulate 4,681 hours, the senior employee will be moved into Pay Grid "B". This practice will continue until 25% of the available hours are being scheduled in Pay Grid "B".

All new stores (including acquisitions) opened after Sunday after Ratification 2009 shall operate under the following terms and conditions of employment with respect to Pay Grids and Expiration and Renewal:

1. 25% of the available hours will be scheduled to employees in Pay Grid "A".
2. 75% of the available hours will be scheduled to employees in Pay Grid "C".
3. It is understood that the above percentages for Pay Grid "A" and "C" shall remain in place for a maximum period of seven (7) years from the date of opening the New Store.
4. After the seven (7) year period, employees in Pay Grid "C shall be moved to Pay Grid "B", by seniority, until 25% of the available hours are being scheduled in Pay Grid "B".

Effective Sunday After Award (SAA) 2014 there shall be no further movement of employees to Grid B or Grid A rates of pay and no grid rebalancing.

SIGNED AS AMENDED THIS 18th DAY OF APRIL, 2009.

SIGNED AS AMENDED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #6 – REPLACEMENT STORES

All Replacement Stores (close an existing store and replace with a new store) opened after Sunday after Ratification (2009) shall operate under the following terms and conditions of employment with respect to Pay Grids and Expiration and Renewal:

1. 75% of the additional available hours will be scheduled to employees in Pay Grid “C”.
2. 25% of the additional available hours will be scheduled to employees in Pay Grid “A” to maintain the store at the 25% Grid “A”.
3. It is understood that the above provision for additional hours into Pay Grid “C” shall remain in place for a maximum period of seven (7) years from the date of opening the Replacement Store.
4. After the seven (7) year period, employees in Pay Grid “C shall be moved to Pay Grid “B”, by seniority, until 25% of the available hours are being scheduled in Pay Grid “B”.

Effective Sunday After Award (SAA) 2014 there shall be no further movement of employees to Grid B or Grid A rates of pay and no grid rebalancing.

SIGNED AS AMENDED THIS 18th DAY OF APRIL, 2009.

SIGNED AS AMENDED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #7 – HEALTH & WELFARE, DENTAL AND PENSION TRUST

Each year, on the anniversary of this agreement, the parties agree to meet to discuss the possibility of providing Health & Welfare, Dental and Pension benefits to employees covered by this agreement through the appropriate United Food & Commercial Workers Local 1518 Trust.

If the decision to make this change does not occur earlier, it is agreed that it will be made by January 1, 2004 with the Employer making contributions to the Trust to provide these benefits. It is understood that this contributions will not exceed the premium costs in effect at December 31, 2003.

SIGNED THIS 20TH DAY OF JANUARY 1999.

RENEWED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #8 - NEW DEPARTMENTS

The parties recognize that the hiring of persons or movement of existing employees to staff new or changed functions may create situations where seniority rights, rate of pay and other matters need to be reviewed and resolved.

The parties have reviewed this matter in general terms during negotiations and specifically reserve the right to amend the Agreement during its life to resolve, on a mutually satisfactory basis, this matter.

SIGNED THIS 20TH DAY OF JANUARY 1999.

RENEWED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #9

It is not the intent of the Employer to adversely impact the employees by opening new stores that they own and operate under the Save-On-Foods or Overwaitea Foods banner.

In the event that there is impact, the Employer and the Union will meet to determine what steps can be taken to assist the affected employees including such things as the transfer of employees between banners and the implementation of the process referred to in Letter of Understanding #2.

The general principle is that, in the event that an employee moves to a store which the Employer owns and operates under the save-On-Foods or Overwaitea Foods banner, they will be covered by the collective agreement in place for that banner, subject to any terms agreed to by the Employer and the Union.

In the event that a Cooper's or Big Buy foods in converted to an Overwaitea Foods or Save-On-Foods banner, it will be covered by the collective agreement in place for that banner.

SIGNED THIS 20TH DAY OF JANUARY 1999.

RENEWED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #10

In recognition that this Agreement is a start up Agreement, both parties agree that upon request from either the Employer or the Union, the parties shall meet and resolve any and all outstanding problems in relations to the start up Agreement which may include the amendment of existing contractual language.

SIGNED THIS 20TH DAY OF JANUARY 1999.

RENEWED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #11 – MANAGEMENT STRUCTURE

The parties have agreed to transition the stores to an efficient management structure that allows the parties to reduce the overall number of ‘management’ positions and free up bargaining unit hours on a store-by-store basis without giving up the opportunity to implement the right structure to protect and grow the stores and provide employee opportunity.

The parties acknowledge that bargaining unit work is performed by excluded managers and key personnel as a part of their duties due to the nature of the Coopers Foods business.

Effective Sunday After Award (SAA) 2014, the Employer shall phase in the following management structure:

Exclusions per store:

- One Store Manager
- One Assistant Store Manager
- One Operations Manager¹
- Pharmacists as required by the Employer

Bargaining Unit Supervisors and Department Managers as determined by the Employer in consultation with the Union (consistent with discussions during 2014 bargaining) with the following terms:

1. Existing incumbents to remain red-circled in their existing positions and maintain their existing terms of employment (area of responsibility, wages and benefits).

¹ Section 2.03 – Operations Managers may only be designated in new stores for a period of two years from date of store opening or acquisition or stores that average sales of \$200,000 or more in sales per week.

2. Shall be placed on a weekly salary averaging 40 hours per week and shall be considered management under the Employment Standards Act and thereby exempt from overtime requirements.
3. Hours worked by Supervisors or Department Managers shall not be subject to claim.
4. Supervisors and Department Managers shall be permitted to perform any duties within the store. Existing incumbents may elect to perform any duties within the store. The Employer will phase in these changes in stores so that no current employees will lose hours due to the implementation of the new structure.
5. Employees promoted to these positions after Award (September 14, 2014) shall be paid a weekly salary of \$880.00 for Department Managers and \$960.00 for Supervisors. These salaries shall be reviewed by the Union and Employer on an annual basis.

Existing excluded managers may elect to remain excluded.

The Employer and Union shall meet on a regular basis to discuss any issues arising out of management structure on a store-by-store basis and work towards a solution that aligns with the interests shared during our discussions in bargaining and that supports the business plan.

SIGNED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #12

It is understood and agreed that Cooper's and Big Buy Foods Employees on payroll, on the date of implementation, will be subject to the "Rand Formula" in respect to Union Membership. In other words, Union Membership will be optional for these employees but all employees will be required to pay Union dues.

Employees hired after implementation, will be required to join the Union.

SIGNED THIS 20TH DAY OF JANUARY 1999.

RENEWED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #13 – STUDENT SENIORITY

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

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

- 3. Employees shall inform the Employer using the “Student Status” form when:
(a) employees become or revert to student status; or
(b) it is established that they have ceased being a student and will not be resuming their studies in the next semester or school term, no exceptions.**

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

- 5. It is understood that students shall not be available for certain shifts, which may limit their ability to maximize their hours. Minimum shifts for all students are four (4) consecutive hours. Students must be available for shifts when not attending classes.**

- 6. Students may elect to work/be scheduled regular night stocking shifts in accordance with Section 6.10.**

- 7. Students who wish to maximize their hours during their Christmas break, spring break (reading break) and summer break may temporarily lift their restriction to forty (40) hours and open availability during these time periods.**

SIGNED AS AMENDED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #14 – ADJUSTMENTS TO SCHEDULE “A”

Between: 573131 British Columbia Ltd., a body corporate carrying on business in the Province of British Columbia under the name of Cooper’s and Big Buy Foods.

(hereinafter referred to as the “Employer”)

And: United Food and Commercial Workers Union, Local 1518

(hereinafter referred to as the “Union”)

This Letter of Understanding sets out the agreement between the Employer and the Union with respect to a review of the Schedule of Wages under the terms of Letter of Understanding #1 – Adjustments to Schedule “A”.

The Employer and the Union agree to implement the following wage increases without prejudice to any position either party may undertake in future reviews under Letter of Understanding #1– Adjustments to Schedule “A”.

Wage Increases

Employees who were employed by the Employer on November 26, 2003 in all classifications will receive a wage increase of 35¢ per hour effective April 2, 2006. Those employees that are not at top rate will receive the increase and be placed off scale until their experience hours allow them to progress to the next on-scale rate in the classification.

The top rate for each classification will be adjusted by the above increase. The rates in the scales will remain unchanged.

Future Reviews

As anticipated by the Collective Agreement, the Employer and the Union agree to conduct a further review in January 2007 under Letter of Understanding #1 – Adjustments to Appendix “A”.

It is agreed that if the Employer and the Union cannot agree on adjustments by January 31, 2007, this process shall be referred to a final offer selection process.

In order to expedite the final offer selection process the Employer and the Union agree to establish set dates in the later part of February, 2007 such that a decision can be implemented by April 1, 2007. The selection of the arbitrator, along with the February, 2007 dates shall be finalized prior to September 1, 2006.

RENEWED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #15 - PHARMACY ASSISTANT

Pharmacy Assistant will be added as a new classification to the collective agreement. Pharmacy Assistants will follow the seniority and scheduling principles outlined in the Collective Agreement.

Pharmacy Assistants must satisfy one of the following criteria:

- a. Possess a certificate from a recognized educational institution as determined by the Employer;
- b. Have at least 2 years fulltime equivalent dispensary experience as determined by the Employer; or
- c. Successfully pass a challenge exam administered by the Employer.

Employees hired into this classification without the above criteria shall only perform work as directed by the Pharmacist and will get scheduled hours accordingly.

The Employer agrees that hours worked by Pharmacy Interns, Pharmacy students and Floater Pharmacists shall not impact the hours of work for Pharmacy Assistants. It is understood that this agreement does not cover reductions in hours of work for Pharmacy Assistants that may result due to business fluctuations or situations where Pharmacy Assistants' hours temporarily increase due to a temporary vacancy of Pharmacists.

SIGNED THIS 18th DAY OF APRIL, 2009.

RENEWED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #16 - MOVEMENT BETWEEN BANNERS

This Agreement shall apply in each banner of the Overwaitea Food Group where this Letter of Understanding has been ratified.

The Employer and the Union shall meet after Ratification of this Agreement to set out rules and procedures to facilitate the movement of employees from one banner to another.

This provision shall only be available to employees who are members of a bargaining unit.

An employee moving under this provision shall use their seniority date, both in the process of moving and for the scheduling of hours of work, in the store he or she moves to. Once the employee moves to the other banner store, the employee shall be covered by all of the terms of that banner's collective agreement and will become a member of the bargaining unit covered by that collective agreement.

SIGNED THIS 18th DAY OF APRIL, 2009.

RENEWED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #17 – SCHEDULING AND CLASSIFICATION GROUPINGS

During bargaining 2014 the parties renewed their commitment to continue with cross classification work. Specifically, the parties will merge Group 1 and Group 2.

Guiding Principles - merger of classifications of Groups 1 and 2:

1. **Considers the ability for employees to be scheduled across more than one department – to maximize hours, be more efficient, and to provide better service.**
2. **Provides a method in which hours of work are scheduled by seniority while ensuring incumbents' hours of work (in their pre-ratification Group) are not reduced as a result of more senior employees gaining more hours.**
3. **Provides flexibility for the Employer to manage the hours distribution at the bottom of the schedule to ensure sufficient employees are retained.**
4. **Confirms the need to keep some departments separate due to specific operational requirements. (i.e. Pharmacy)**
5. **Further to point 4, in the event the Employer introduces a new department or concept in consultation with the Union under the New Department language, the Employer may require the new department to remain as a separate department. One example is the introduction of a Restaurant.**
6. **Develop and implement a Joint Scheduling Review Committee to ensure timely resolution of issues that may arise.**

Transition

The following transition process will be used for employees employed at Ratification 2014:

1. **The parties shall manage this transition by store to alleviate the Employer's concerns of how short notice call-ins and longer absences are filled. The parties recognize the difficulty in balancing hours by seniority against assigning work to trained employees. As these situations arise on a store-by-store basis the parties shall meet to find mutually acceptable solutions. In the event the parties are unable to find a resolve the matter shall be referred to arbitration on an expedited basis. The parties agree all awards arising out of this process shall be without prejudice and without precedence.**
2. **For Pharmacy Assistants, there is no claim of hours if the junior employee is a Pharmacy Assistant obtaining hours out of seniority and those hours worked only occurred within the Pharmacy (hours within the Pharmacy shall be by**

seniority). This is to recognize the training required that is only available outside the company.

3. Hours of work are scheduled by seniority within the store. Employees at ratification shall not receive fewer hours than what they would be entitled to, had the scheduling rules not changed. For clarification, the hours employees will work across classifications must be new available hours created through growth or attrition.
4. No employee will lose hours as a result of cross-department scheduling. The parties acknowledge there are other factors such as but not limited to loss of sales, negative affects of competitive forces against the store, technology, or changes in work operation that may impact employee hours.

The parties shall meet after ratification to develop a transition plan on a store-by-store basis. The Employer shall provide the Union with electronic access to all store schedules.

SIGNED AS AMENDED THIS 26th DAY OF August, 2014.

**LETTER OF UNDERSTANDING #18 – MISSION PARK #7638 RESTAURANT
DEPARTMENT**

Due to the unique restaurant offering at #7638, Restaurant Department employees will be assigned to perform duties in the Restaurant Department subject to the following terms. These terms shall apply only to store #7638.

1. **Exclusions:**

One (1) Head Chef position shall be added to the excluded management positions outlined in Section 2.03.

This excluded member shall be limited to working in the Restaurant department (which shall include the Coffee Bar).

Existing incumbent Sous Chef(s) to remain red-circled in their existing positions and maintain their existing terms of employment (area of responsibility, wages and benefits).

2. **Classifications:**

The parties have established that, due to the unique requirements of this new department, the parties have established the following classifications which are separate from the existing Classification Groups.

(a) **Sous Chef: Up to 5 positions**

- i. **To perform duties assigned in the Restaurant and Coffee Bar.**

- ii. Shall be placed on a weekly salary averaging 40 hours per week and shall be considered management under the Employment Standards Act and thereby exempt from overtime requirements.
 - iii. Hours worked by Sous Chef(s) shall not be subject to claim.
- (b) **Cook 1:** To perform duties assigned in the Restaurant and Coffee Bar.
 - (c) **Cook 2:** To perform duties assigned in the Restaurant and Coffee Bar.
 - (d) **Food Service Worker:** To perform duties assigned in the Restaurant and Coffee Bar.

The above description of duties does not preclude the Employer from assigning employees to perform work outside their classification, to ensure the smooth operation of the store, including providing services required by customers during peak business periods and short-term business rushes. Employees assigned to perform work outside their department shall not have their hourly rate of pay reduced.

3. Wage schedule for #7638 Restaurant classifications:

- (a) **Sous Chef**
Hours of work and rates of pay shall be established by the Employer and shared with the Union.
- (b) **Cook 1**
Cook 1 classification employees shall progress up the 2014-2019 wage scale each 520 hours worked to a maximum rate of \$16.35 per hour.
- (c) **Cook 2**
Cook 2 classification employees shall progress up the 2014-2019 wage scale each 520 hours worked to a maximum rate of \$14.35 per hour.
- (d) **Food Service Worker**
Food Service Worker classification employees shall progress up the 2014- 2019 wage scale each 520 hours worked to a maximum rate of \$11.50 per hour.

The hiring of employees into the above classifications shall be subject to the Employer's specific selection criteria.

4. Premiums:

Premiums as outlined in Schedule A shall not apply to work performed in the restaurant department.

5. Vacancies:

When a Cook 1 position is posted, employees classified as Cook 2 will be given first consideration, by seniority, for the vacancy provided they possess the ability to perform the normal duties of the job.

6. **Transferability:**

Once restaurant employees have achieved the top rate of pay in their classification, these employees shall have the ability to transfer to the other classification group in the store – employees on this transfer program will be placed on the bottom of the other group schedule during a 520 hour training period (and work between the restaurant and the other scheduling group to maintain their regular hours of work) and after the training period is complete shall fully transfer, with full seniority, to the new department.

SIGNED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #19 –RESTAURANT DEPARTMENT

Restaurant employees will be hired on the 2014-2019 Wage Scale and assigned to perform duties in the Restaurant Department as determined by mutual agreement of the parties prior to the opening of any Restaurant department.

1. **Classifications:**

The parties have established that, due to the unique requirements of this new department, the addition of a Department Manager and Lead Hand is not required. Rather, the parties have established the following classifications which are separate from the existing Classification Groups.

- (a) **Restaurant Manager (1 per store)**
The Employer may elect to keep this position vacant and transfer management responsibilities to another “Key Personnel” or management position.
- (b) **Cook**
To perform duties assigned in the Restaurant.
- (c) **Restaurant Food Clerk**
To perform duties assigned in the Restaurant.

The above description of duties does not preclude the Employer from assigning employees to perform work outside their classification, to ensure the smooth operation of the store, including providing services required by customers during peak business periods and short-term business rushes. Employees assigned to perform work outside their department shall not have their hourly rate of pay reduced.

2. **Wage schedule for Restaurant classifications:**

- (a) **Restaurant Manager**

Restaurant Manager classification employees shall start at step 34 (17,161 experience hours) of the 2014-2019 Wage Scale and shall progress up the wage scale each 520 hours worked to a maximum rate of \$18.00 per hour.

- (b) **Cook**
Cook classification employees shall start at step 21 (10,401 experience hours) of the 2014-2019 Wage Scale and shall progress up the wage scale each 520 hours worked to a maximum rate of \$17.00 per hour.
- (c) **Restaurant Food Clerk**
Restaurant Food Clerk classification employees shall progress up the wage scale each 520 hours worked to a maximum rate of \$14.00 per hour.

The hiring of employees into the above classifications shall be subject to the Employer's specific selection criteria.

3. **Premiums**

Premiums as outlined in Schedule A shall not apply to work performed in the restaurant department.

4. **Transferability**

Once restaurant employees have achieved the top rate of pay in their classification, these employees shall have the ability to transfer to the other classification group in the store – employees on this transfer program will be placed on the bottom of the other group schedule during a 520 hour training period (and work between the restaurant and the other scheduling group to maintain their regular hours of work) and after the training period is complete shall fully transfer, with full seniority, to the new department.

SIGNED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #20 – VOLUNTARY SEVERANCE

From time to time the Employer may decide to offer a voluntary severance payment to employees in certain stores and in certain classifications.

The decision to offer or not offer such a payment, the maximum number of employees it will be offered to, the minimum number of employees required to accept it, and the amount of such payment, are at the sole discretion of the Employer and any offer made will be on a without prejudice basis. The Employer reserves the right to withdraw the offer if the designated minimum number of employees do not accept it.

If the Employer does determine that an offer is to be made, the full details of the offer will be provided to the eligible employees with a copy provided to the Union. It is understood that

employees will be given a reasonable period of time to consider the offer and to seek advice on it as they deem appropriate.

Acceptance of the offer is strictly voluntary and employees accepting it will be required to terminate their employment.

It is understood that hours of work that become available as a result of this offer will flow to other employees in accordance with the terms and conditions of the Collective Agreement.

SIGNED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #21 –THIRD PARTY LIABILITY

The parties agree to request the Trustees to adopt a reimbursement policy, with respect to Third Party Liabilities

SIGNED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #22 –SIMPLIFY THE COLLECTIVE AGREEMENT

The Employer and Union have agreed to undertake a review of the Collective Agreement with the intention of making it easy to use and understand. The parties will ensure the Collective Agreement is in clear language that is easy to find to ensure a proper understanding of the meaning behind the language. Any outdated, redundant, repetitive or conflicting language will be removed.

SIGNED THIS 26th DAY OF August, 2014.

LETTERS BETWEEN THE PARTIES – 2014 BARGAINING

May 21, 2014

Shari Jensen
UFCW Local 1518
350 Columbia Street
New Westminster, B.C. V3L 1A6

Dear Ms. Jensen,

Re: Vacation Entitlement Balances for Coopers Foods Employees

This letter reflects the discussions of the parties at the bargaining table regarding Vacation Balances.

The Employer will provide the Union with the Vacation Entitlement Balance for each Coopers Foods bargaining unit employee electronically on a monthly basis.

Sincerely, Eric Bourke
Labour Relations

From: Eric Bourke (Labour Relations)

Sent: Wednesday, June 11, 2014 12:49 PM

To: 104 Store Manager (Ernie Cordonier); 106 Store Manager (Dan Magee); 110 Store Manager (Bill Campbell); 124 Store Manager (Brad Laird); 126 Store Manager (Todd Ryder); 143 Store Manager (Paul Davidson); 145 Store Manager (Rob Bett); 149 Store Manager (Dave Perfitt); 150 Store Manager (Michael Bryant); 152 Store Manager (Greg Holmstrom); 157 Store Manager (Christine Schofield)

Cc: 148 Store Manager (Robert Cashato); Ken Sawyer (Regional Director); Paul Cope (Regional Director); Mark Bernardi (Save-On-Foods BC) (mark_bernardi@owfg.com); John McKenzie (Regional Director)

Subject: Health and Safety follow through on concerns Dear Store Manager,

Concerns have been raised at the bargaining table that issues identified in the monthly Health and Safety committee minutes are not being corrected or dealt with in a timely manner. Although we do not have specific examples from specific stores we ask that you follow through on your responsibility in making sure all health and safety issues are addressed within the timeline identified by the committee.

Thank you,

Eric Bourke

August 26, 2014

Frank Pozzobon
UFCW Local 1518
350 Columbia Street
New Westminster, B.C.
V3L 1A6

Dear Mr. Pozzobon,

Re: Section 10.03 - Benefit Contributions

This letter reflects the discussions of the parties at the bargaining table regarding Benefit Contributions.

The parties acknowledge that the current contribution levels are adequately funding the benefits in this section. In the event the funding levels fall into a deficit position over a six (6) month period the parties shall meet to find an acceptable resolve including any additional funding that may be required. With this commitment the parties will ensure the plan is not in a deficit position at the expiry of the current collective agreement which expires in 2019.

Sincerely, Major Brar
Managing Director, Labour Relations

August 26, 2014

Frank Pozzobon
UFCW Local 1518
350 Columbia Street
New Westminster, B.C.
V3L 1A6

Dear Mr. Pozzobon,

Re: Letter of Understanding #3, Movement between Pay Grids

This letter reflects the discussions of the parties at the bargaining table regarding Grid Movement.

The parties recognize that there are specific employees that have moved between pay grids each reporting quarter. Due to the varying rate of pay this movement has presented a hardship on those employees. Compounding this hardship is the fact that the movement between pay grids language is being eliminated and employees in pay grids B and C will no longer have the ability to move into a higher pay grid. In order to alleviate this hardship the Employer will move the following employees to their pre-Grid movement rate of pay effective Sunday after ratification 2014.

NAMES HAVE BEEN REMOVED FROM THIS DOCUMENT. MEMBERS COVERED BY LETTER OF UNDERSTANDING #3 WILL BE CONTACTED INDIVIDUALLY BY THEIR UNION REPRESENTATIVE

Sincerely, Major Brar
Managing Director, Labour Relations

INDEX

A

Accidental Death & Dismemberment	11
Arbitration	22
Arbitration Expenses	22

B

Bargaining Agency	2
Basic Work Week	4
Benefit Booklet	11
Benefit Contributions	11
Benefit Eligibility	11
Bulletin Board	24
Bumping	18

C

Cash Shortages	7
Changes in Work Operation	24
CLASSIFICATION GROUPINGS	49
Clerks Work Clause	3
Compassionate Leave	10
Confidentiality	23
Consecutive Days of Work	7
Contributions	15
Cost of Living Clause	36
Credit for Previous Experience	8

D

Dental Care	11
Direct Pay Prescription Card	12
Discipline Interview	26
Discrimination	23
Double time	5
Drug and Alcohol Assistance Program	12
Duty to Accommodate	25

E

Educational Leave	11
employee	2
Employee Applications	19
employee's schedule	4
Employer Evaluation	19
Employer Obligation	26
EMPLOYMENT SECURITY	41
Equal Pay for Equal Work	7
Evening and Sunday Shift Rotation	5
excluded personnel	2
Expedited Arbitration	22
Expiration and Renewal	29
Express Checkouts	7
Extended Health Care	11

F

First Aid Premium	37
Full-Time Percentage	20
Funeral and Bereavement Leave	13

G

General Holidays	5
General Leave	10

Grid "A"	32
Grid "B"	31
Grievance Defined	21
Grievance Procedure	21
Growing Our Future	27

H

Harassment	23
Health & Welfare Trust	12
HEALTH & WELFARE, DENTAL AND PENSION TRUST	42
Health and Safety Store Committees	25
Health and Welfare Plan	11
Health, Safety and Education Fund	24

I

In charge Premium	37
-------------------------	----

J

Job postings	18
Job Security	20
Jury and Witness Duty Pay	8

L

LABOUR CONTINUITY	38
Leaves of Absence	10
Life Insurance	11
Long Term Disability	12

M

Management Rights	21
MANAGEMENT STRUCTURE	44
Maternity Leave	See Pregnancy Leave
Meal Periods	4
Medical Reports	12
Medical Services Plan (MSP)	12
Military Leave	11
MISSION PARK #7638 RESTAURANT DEPARTMENT	50
MOVEMENT BETWEEN BANNERS	48
MOVEMENT BETWEEN PAY GRIDS	40
Multi Store Bumping	18
Multi Year Agreement	29

N

New and Replacement Stores	29
NEW DEPARTMENTS	43
New Store, Remodel and Reline Work	20
New Stores	18
NEW STORES	41
Night Stocking	6
No Discrimination	23
Notice of Reduction to Part-Time Status	20

P

Parental Leave	14
Paternity/ Co-Parental Leave	14
Pay Day	7
Pay Grid "A"	32
Pay Grid "B"	31
Pension Plan	15

Pension Plan Eligibility.....	15
Personal Time Off (PTO).....	6
Personnel File.....	23
PHARMACY ASSISTANT.....	48
Physical Examinations.....	12
Picket Lines.....	23
Posting of Vacancies.....	18
Power of the Arbitrator.....	22
Pregnancy Leave.....	13
Premiums.....	37
Prescription Card.....	12
Pyramiding of Overtime.....	5

Q

QUARTERLY REVIEWS.....	38
------------------------	----

R

Rand Formula.....	45
Ranking Issues.....	17
Recall from Layoffs.....	18
Reduction to Part-Time Status.....	20
REPLACEMENT STORES.....	42
Requested Time Off (RTO).....	7
Rest Periods.....	4
RESTAURANT DEPARTMENT.....	52
Restriction of Availability.....	19
Retirement Date.....	15
Role of Seniority.....	17, 18

S

Safety Footwear.....	24
SCHEDULE OF WAGES.....	31
SCHEDULING AND CLASSIFICATION GROUPINGS.....	49
Scheduling Restrictions.....	17
Self Pay While on Leave.....	12
Seniority.....	16
Seniority Defined.....	17
Seniority Hours.....	16
Seniority lists.....	17
Seniority Ranking.....	17
Seniority Retention.....	18
Seniority Tie-Breaker.....	17
Severance Pay.....	20
Shared Values.....	1

Shift Interval.....	6
Shop Steward Recognition.....	26
Sick Call In Scheduling.....	16
Sick Leave.....	14
SIMPLIFY THE COLLECTIVE AGREEMENT.....	54
Single Arbitrator.....	22
Single Day Vacation.....	10
Staff Meetings.....	7
Step 1, Grievance Procedure.....	21
Step 2, Grievance Procedure.....	21
Step 3, Grievance Procedure.....	22
Store Visits of Union Representatives.....	26
STUDENT SENIORITY.....	46
student's schedule.....	4

T

Term and Notice to Bargain.....	29
THIRD PARTY LIABILITY.....	54
Time and one-half.....	15
Time Limits for Filing Grievances.....	22
Time Off for Union Business.....	25
Tools and Equipment.....	24
Trial Period.....	19
Troubleshooter.....	22

U

UFCW Pension Plan.....	15
Union Decal.....	23
Union Dues.....	3
Union Membership.....	45
Union Shop.....	2

V

Vacations Entitlement and Pay.....	8
Vacations Scheduling.....	9
VOLUNTARY SEVERANCE.....	53

W

Wages.....	7
WAGES.....	31
Wearing Apparel.....	24
Weekly Indemnity.....	12
Work Schedule.....	4