

# **COLLECTIVE AGREEMENT**

**BETWEEN**

**HUSBAND FOOD VENTURES LTD. (IGA #11)**

**AND:**

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1518**

**Duration: July 6, 2014 – July 6, 2019**

**Ratified by Membership Vote: July 8, 2015**

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**MEMORANDUM OF AGREEMENT made this 8th day of July, 2015.**

**BY AND BETWEEN:**           **HUSBAND FOOD VENTURES LTD. (IGA #11)**, a body corporate carrying on business in the Province of British Columbia

(hereinafter referred to as the "EMPLOYER")

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

(hereinafter referred to as the "UNION")

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

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

**Section 1 – BARGAINING AGENCY**

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1.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all employees of the Employer covered by the certification issued by the B.C. Labour Relations Board, with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement.

**Section 2 – UNION SHOP**

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

2.02 The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to union membership and outlining the provisions of Section 7.06 of this Agreement, 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 Employer will have new employees sign the check-off and union membership cards when the employee is hired. The Employer further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.

### **Section 3 – DEDUCTION OF UNION DUES**

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

### **Section 4 – CLERKS WORK CLAUSE**

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- 4.01 Subject to the scope of the unit in Section 1 of this Agreement, all work in the handling and selling of merchandise in the retail store 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) Owners and Store Manager to a maximum of three (3) people including the Store Manager.
  - (b) Rack Jobbers – current practice will continue. (For example, bread drivers, chip drivers and pop merchandisers continuing to fill their respective products. Inventory and janitorial crews already in place)

A list will be provided of the Current Rack Jobbers. All new work will be performed by Bargaining Unit staff.

- (c) Salespersons handling bakery specialties products (if merchandise is carried in the truck).

The term "Salespersons handling bakery specialties products" is meant to be similar in concept to the term "Rack Jobber" and covers such operators as Mrs. Willman's and Rotary Pies, but neither the term "Rack Jobber" nor the term "Salespersons" of bakery specialties products is considered to mean bread driver salespersons such as Weston's, McGavins, Mother Hubbard's or Venice. However, it is permissible for Driver Salespersons of these companies to stock sweetgoods products such as butterhorns, cakes, doughnuts, etc., providing such products are carried with them in their trucks.

- (d) Demonstrators.

- (e) Special Personnel assisting prior to the store opening and during major store remodelling.
- (f) Special displays (not built of product or merchandise) may be erected, designed and decorated by salespersons, provided that initial stocking and replenishing of product or merchandise shall be performed by employees of the Employer.

"Salespersons" for purposes of this Section shall mean persons other than employees of the Employer.

Salespersons or driver salesmen in the employ of Soft Drink Distributors may only sort and pick up their company's returns in the course of their duties for their Employers.

Kraft Foods Representatives may remove their own Company's off-code product unsuitable for sale from shelves or display cases and put such off-code product in a shopping buggy. Once the off-code product is in a buggy, it must then be handled by a retail clerk. This means that a retail clerk must either wheel the buggy into the back room or out to the Kraft Representative's car - whichever is desired. Also, any replacement of Kraft stock must be done by a retail clerk. If the Kraft Representative wishes to make an immediate replacement of stock, such stock shall be put into the stock room and retail clerks shall place it on the shelf or in the display case. To further ensure compliance by Kraft Foods Salesmen with the immediately preceding paragraph, the Employer hereby agrees to write to Kraft Foods Ltd., advising them of the permitted scope of their activities in the Employer's stores, and further, informing them that salesmen who violate the provisions of the foregoing paragraph will be excluded from the stores of the Employer concerned.

- (g) **Truck Drivers**  
The Company agrees that, unless directed by the General Clerk or permitted under Section 4.01(b) of the Collective Agreement, Truck Drivers will not work in the sales or stockroom areas of the store. When General Clerks are working in the store, they will direct where the merchandise is to be placed by the driver in the stockroom.
- (h) In the event that there are major Section changes due to the introduction of new product lines, the Employer may use outside help to initially stock the new product only. This outside help would set up the space allocation for the existing product to be replaced.

Penalties for violation of this clause:

When there is a violation of the clerks work clause in any one store, the following penalties shall apply:

1. **First violation**
  - a written warning from the Union will be given to the Employer.

2. Second violation within the twelve (12) month period following written notice as per Point #1
  - a two hundred dollar (\$200.00) fine.
3. Third and subsequent violations within the twelve (12) month period
  - a three hundred dollar (\$300.00) fine for each violation.

Where no violation occurs for a period of twelve (12) months, a further violation will result in a return to a written warning. Fines will be paid to the Union.

## **Section 5 – BASIC WORKWEEK - STATUTORY HOLIDAYS**

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### 5.01 Basic Workweek

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

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

Full-time employees shall not suffer a reduction in the workweek by reason of the Employer voluntarily reducing the hours that the store is open to the public to less than nine (9) hours per day.

### 5.02 Working on Statutory Holidays

Commencing with their fifth (5th) week of employment, full-time employees shall receive forty (40) hours pay at straight-time rates and shall work four (4) days, thirty-two (32) hours, including work on the statutory holiday, in a week in which one (1) statutory holiday occurs; three (3) days, twenty-four (24) hours, including work on the statutory holiday, in a week in which two (2) statutory holidays occur. Time worked in excess of forty (40) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one half (1½).

1. The hours in excess of thirty-two (32) hours of work shall be offered by seniority and shall be voluntary.
2. If sufficient employees are not available, hours of work to the above maximum may be assigned by reverse seniority to qualified employees.
3. Work on the statutory holiday shall be paid at the appropriate statutory holiday rates.

### 5.03 Statutory Holidays

The following days shall be considered statutory holidays:

New Year's Day, **Family Day**, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments, provided that all other major retail grocery stores close on any such holiday proclaimed, and further, that in the



case of a statutory holiday proclaimed by a Municipality, only those stores of the Employer in that Municipality shall be affected by the requirements of this Section.

Commencing with their fifth (5th) week of employment, employees shall receive the following statutory holiday pay:

Twenty (20) but less than twenty-four (24)  
- Four (4) hours pay for each holiday

Twenty-four (24) but less than thirty-two (32)  
- Six (6) hours pay for each holiday

Thirty-two (32) hours or more  
- Eight (8) hours pay for each holiday

For purposes of determining statutory holiday pay entitlement for full-time employees, all paid time off and hours absent due to sickness or accident, not exceeding five (5) consecutive weeks calculated from the first day of such continuous illness or accident, shall be counted as hours worked if the full-time employee would have been scheduled to work such hours they were absent.

For purposes of determining statutory holiday pay entitlement for part-time employees, hours spent on paid vacation and hours paid for statutory holidays shall count as time worked. Should the "four (4) weeks preceding the week in which a holiday occurs" include time off without pay which is connected with vacation pay received at some other time of the year, then the "four (4) week test" shall not include such absence. In this case, the "four (4) weeks" shall be the last four (4) weeks excluding such absences.

All work performed on a statutory holiday shall be paid for at the rate of time and one half (1½) the employee's rate of pay and, where so entitled, the employee shall also receive pay for the statutory holiday.

If an employee is eligible for statutory holiday pay while on Weekly Income benefits, Workers' Compensation or sick leave, it is understood and agreed that the maximum amount of pay that he or she will receive from such sources for any particular day shall not be more than one hundred percent (100%) of his or her normal daily pay.

By the employee's choice and mutual agreement of the Employer, statutory holidays may be scheduled in the week prior or the week following the week in which the statutory holiday occurs. Further, it is agreed rescheduled statutory holidays will be scheduled with a day off.

#### 5.04 Posting of Schedules

Work schedules will not be used for disciplinary or discriminatory purposes.

Full- and Part-Time Employees: The Employer shall post the weekly work schedule for all employees not later than three (3) weeks 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, 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 changes to their work schedule once it has been posted in advance.

In the case of students, they must be notified on the day before of any change to his or her schedule or be given an additional two (2) hours pay if the schedule is changed for a school day and four (4) hours pay if the schedule is changed for a non-school day.

#### 5.05 Requested Time Off (R.T.O.)

The Employer will attempt to ensure that part-time employees, who request R.T.O. prior to the posting of the work schedule will know whether their hours of work for the week will be reduced as a result of their accepting this 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.

Requested Time Off Calendar: A Time Off Calendar will be posted in the same location as posted schedules. Prior to the posting of schedules, employees may request time off on the calendar provided for this purpose. If a part-time employee requests and is granted Requested Time Off (RTO) prior to the posting of the weekly work schedules then the employee will not a reduction in normal scheduled hours.

#### 5.06 Consecutive Day Off

The Employer shall schedule consecutive days off for all full-time employees. In consultation with Store Management or the Department Head non-consecutive days off may be arranged by mutual agreement between the employee(s) provided it does not result in any other employee(s) not getting consecutive days off.

**When scheduling a Statutory Holiday (with pay) as per Section 5.03, the Employer shall schedule the employee's two days off in conjunction with the Statutory Holiday, wherever possible. The intent of this provision is to allow the employee to have three days off in a row.**

#### 5.07 Short Notice Call-in

On the first day of a short notice absence (i.e. illness or accident), an employee's absence shall be filled by the most senior employee not scheduled that day and who is not already scheduled to work five (5) full-time days in the week the absence occurred. On second and subsequent days of absence due to illness, accident or for any other reason, the hours shall be scheduled by seniority. In all cases the senior employee must have the ability to do the work.

"Short notice" is defined as when an employee notifies the Employer shortly before beginning of his or her shift that he or she shall not be at work that day. Short notice also covers any calls that the store receives after 5:00 p.m. the afternoon prior to scheduled shifts that start before noon the following day. Short notice also covers notice given within a few hours of the shift commencing, which would result in the management of the store experiencing difficulties in finding a replacement by the normal method, without changing the schedule.

If the Employer has attempted to fill a short notice vacancy through the above mentioned processes, but has been unsuccessful, the Employer may then offer vacant hours in the following order:

1. First, to employees on shift, by seniority;
2. Second, to those who are scheduled to work that day, by seniority.

5.08 Late Closing Schedule

Employees scheduled to work store closing shifts shall not be scheduled later than thirty (30) minutes after store closing time, not only on the midnight shift but all closing shifts.

5.09 Evening Work Rotation

There shall be fair rotation of night work when the store is open for business insofar as this is practical for store operation. It is understood that students shall be excluded from this provision. **Evening work is defined as any shift ending at 8:00 pm or later.**

**Late Closing Shifts for Assistant Store Managers: Late closing shifts are shifts ending at or after midnight. Late closing shifts worked by the Assistant Store Managers will be fairly rotated. For example, a fair rotation is as follows:**

	Week 1	Week 2	Week 3
<b>Assistant Store Manager 'A'</b>	<b>2 (shifts)</b>	<b>2 (shifts)</b>	<b>3 (shifts)</b>
<b>Assistant Store Manager 'B'</b>	<b>2 (shifts)</b>	<b>3 (shifts)</b>	<b>2 (shifts)</b>
<b>Assistant Store Manager 'C'</b>	<b>3 (shifts)</b>	<b>2 (shifts)</b>	<b>2 (shifts)</b>

**The rotation may be averaged over successive weeks, to adjust for uneven distributions of the late closing shifts within a particular week. Assistant Store Managers will be required to cover additional late closing shifts where necessary due to vacation or leaves of Assistant Store Managers.**

5.10 Meal and Rest Periods

(a) Shifts of less than six (6) hours

Employees working a shift of less than six (6) hours will receive one (1) fifteen (15) minute paid rest period.

(b) Shifts of six (6) hours

Employees working a shift of six (6) hours will receive one (1) fifteen (15) minute paid rest period. Such employees will also have the option of taking a one-half (1/2) hour unpaid meal period.

(c) Shifts of more than six (6) hours

Employees working a shift of more than six (6) hours will receive two (2) fifteen (15) minute paid rest periods one in each half (1/2) of their shift. Such employees will also take a one-half (1/2) hour unpaid meal period close to the middle of their shift.

### 5.11 Overtime Pay

All time worked in excess of the basic workweek, as defined in Section 5.01 and Section 5.02, or the regular working day scheduled by the Employer, shall be paid at the rate of time and one-half (1-1/2) the regular rate. Compensating time off shall not be given in lieu of overtime pay. A part-time employee working on more than five (5) days in one (1) week shall be paid at the rate of time and one-half (1-1/2) for work performed on the sixth (6<sup>th</sup>) day. Time worked after 6:30 p.m. on Christmas Even and New Year's Eve shall be paid at double time.

All hours worked over ten (10) in any one (1) day shall be paid at double the basic rate.

All hours worked over forty-eight (48) in any one (1) week shall be paid at double the basic rate.

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

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

### 5.12 Overtime – Rest Period – Lunch Money

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

If an employee is required to work more than two (2) hours overtime, he or she will be given the same fifteen (15) minute rest period.

If an employee is required to work more than two (2) hours overtime, he or she will be given the same fifteen (15) minute paid rest period mentioned in the above paragraph and in addition receive a ten dollar (\$10.00) meal allowance.

This provision applies to overtime in excess of an eight (8) hour day. It is understood that all overtime of less than four (4) hours shall be continuous with the end of the shift, with the exception of a meal period where one is given as defined above.

### 5.13 Sunday Work

- (a) For purposes of the Collective Agreement, Sunday is considered the first (1st) day of the basic workweek and in the event an employee worked in excess of the basic workweek, the last such day or days worked in such weeks shall be considered as the day or days for which overtime applies.
- (b) The Employer will make an effort to rotate the scheduling of employees to work Sundays, recognizing that there are specific employees in specific key jobs that may disrupt such rotations.

5.14 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. By mutual agreement the interval may be reduced to eight hours without the time and half applying to the two (2) hours.

5.15 Consecutive Day Limit

Full-time employees will not be required to work in excess of six (6) consecutive days, and also whenever possible will not be required to work two (2) consecutive Saturday/Sunday shifts.

No part-time 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 days of work.

**When any employee works seven (7) consecutive days, from one workweek into another workweek, they shall be paid at the rate of time and one-half for the seventh day. On any subsequent consecutive days of work (8 days or more) they shall be paid at the rate of double time.**

**No premium rates will be payable unless the affected employee notifies management in writing within 5 days of the posting of the schedule. If the employee is on vacation or leave at the time of posting, the employee must notify management of the seven (7) or more consecutive day issue within 2 days of returning from leave or vacation.**

**No premium rates will be payable in the event that an employee volunteers to work seven (7) or more days in a row (i.e. for shift swaps, etc.).**

5.16 Night Stocking

The following rules shall apply to night stocking:

- (a) Night stocking shifts shall commence between 10:00 p.m. and 12:01 a.m. five (5) nights per week except as hereinafter provided.
- (b) As an alternative to point (a) above, one of the above shifts may be worked on any night of the week with the remaining shifts falling within the time outlined in point (d).
- (c) Shifts not commencing between 10:00 p.m. and 12:01 a.m. shall start on or after 5:00 a.m. and shall end before 12:00 p.m.
- (d) In any given week, an employee on a night stocking shift shall fall within the same eighteen (18) hour span.
- (e) Employees are specifically hired and trained to work on stocking shifts while the store is closed for business. Such employees would after one (1) year of service have the option of transferring onto the regular General Clerks schedule with full seniority.

The Employer agrees to schedule stocking crews consecutive days of work wherever possible, subject to the operational needs of the store. Where it can be demonstrated that the scheduling of consecutive days of work can be scheduled, the Union and the Employer will meet and attempt to find a method of solution.

The above shall be subject to emergencies as defined in Section 5.04 of this Agreement.

No Clerk shall be required to work alone on the premises on night shift.

## **Section 6 – CLASSIFICATION OF EMPLOYEES**

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### **6.01 General Clerks**

Will perform any duties assigned in the store, including the checkstand duties set out below. General Clerks shall not have their rate of pay reduced while assigned to perform other duties.

The General Clerks may be assigned to perform checkstand duties in the following circumstances:

- For relief for meal or rest periods.
- Unscheduled absences of staff.
- Due to unexpected business demands.

Unexpected business demands are defined as unexpected increases in customer business. This exception cannot be justified where it is used on a regular basis.

The Employer agrees not to make changes in the assignment of General Clerk duties that will have a significant negative effect on the number of hours worked by Clerk Cashiers over a significant period of time.

If the Union feels that changes have taken place contrary to the above, the Union and the Employer shall meet to discuss the problem.

### **6.02 Bakery Clerks**

Will perform any duties assigned in the Bakery Department.

### **6.03 Clerk Cashiers**

Duties:

1. Checkstand duties.
2. Price changes.
3. Office work.
4. Stocking in the checkstand area.
5. Cleaning and housekeeping duties relating to checkstand.
6. File maintenance duties.

6.04 **Deli/Bistro**

Will perform any duties assigned in the **Deli/Bistro** Department.

**The Deli and Bistro classifications will be merged into a single classification (Deli/Bistro). Seniority will be dovetailed and duties will be merged.**

6.05 **Floral Clerks**

Will perform any duties assigned in the Floral Department.

6.06 **Meat Clerks**

Will perform any duties assigned in the Meat Department, excluding Meat Cutter duties.

6.07 **Meat Cutters**

Will perform Meat Cutter duties.

## **Section 7 – WAGES**

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7.01 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 if an employee is receiving a wage rate or premium rate for night work which is in excess of the rates herein contained, such wage rates or premium rate for night work shall not be reduced by reason of the signing of this Agreement.

There shall be a bi-weekly payroll for all employees. Each employee shall be provided with a statement of earnings and deductions for the pay period covered.

Upon request, an employee will be given an itemized explanation by the Store Management of the amount(s) shown in the "Premium Pay" and "Flat Adjustment" boxes of the Statement of Earnings and Deductions.

### **Retroactive compensation**

**The Employer agrees to pay all employees who are employed as at the date of ratification of this Agreement, the wage increase in this section, or 40 cents per hour, whichever is greater, as retroactive compensation for all hours worked from Sunday July 6<sup>th</sup>, 2014 to the Sunday after ratification of the collective agreement. This retroactivity shall be paid within thirty (30) days of ratification to all current bargaining unit employees.**

### **Wage Schedule**

All Clerks to be placed into rate based upon number of career hours.  
General Clerks, Clerk Cashiers, Meat, Produce, Floral, Delicatessen, Bakery, **Deli/Bistro**

Accumulated Hours	Current Rate	July 6, 2014	July 5, 2015	July 3, 2016	July 2, 2017	July 1, 2018
1 - 1040	\$11.10	\$11.35	\$11.60	\$11.85	\$12.10	\$12.35
1041 - 1560	\$11.52	\$11.77	\$12.02	\$12.27	\$12.52	\$12.77
1561 – 2080	\$11.92	\$12.17	\$12.42	\$12.67	\$12.92	\$13.17
2081 -2600	\$12.37	\$12.62	\$12.87	\$13.12	\$13.37	\$13.62
2601 - 3120	\$12.71	\$12.96	\$13.21	\$13.46	\$13.71	\$13.96
3121 -3640	\$13.24	\$13.49	\$13.74	\$13.99	\$14.24	\$14.49
3641 -4160	\$13.68	\$13.93	\$14.18	\$14.43	\$14.68	\$14.93
4161 - 4680	\$14.12	\$14.37	\$14.62	\$14.87	\$15.12	\$15.37
4681- 5200	\$14.55	\$14.80	\$15.05	\$15.30	\$15.55	\$15.80
5201 - 5720	\$14.98	\$15.23	\$15.48	\$15.73	\$15.98	\$16.23
5721 -6240	\$15.42	\$15.67	\$15.92	\$16.17	\$16.42	\$16.67
6241 -7000	\$15.86	\$16.11	\$16.36	\$16.61	\$16.86	\$17.11
7001+	\$16.50	\$16.90	\$17.30	\$17.70	\$18.10	\$18.50

**Current employees who are not at top rate (\$16.50) as of the date of ratification 2015:**

**These employees shall remain on the same step of the progression level on the wage scale, they shall receive the negotiated increases to the hourly rates of pay, and will continue to progress up the wage scale based on hours worked above.**



**Assistant Store Managers:**

July 6, 2014	July 5, 2015	July 3, 2016	July 2, 2017	July 1, 2018
\$22.60	\$23.20	\$23.80	\$24.40	\$25.00

**Department Managers:**

July 6, 2014	July 5, 2015	July 3, 2016	July 2, 2017	July 1, 2018
\$20.40	\$20.80	\$21.20	\$21.60	\$22.00

**Book Keeper:**

July 6, 2014	July 5, 2015	July 3, 2016	July 2, 2017	July 1, 2018
\$18.40	\$18.80	\$19.20	\$19.60	\$20.00

**Assistant Department Managers:**

July 6, 2014	July 5, 2015	July 3, 2016	July 2, 2017	July 1, 2018
\$18.40	\$18.80	\$19.20	\$19.60	\$20.00

**Meat Manager:**

July 6, 2014	July 5, 2015	July 3, 2016	July 2, 2017	July 1, 2018
\$24.90	\$25.30	\$25.70	\$26.10	\$26.50

**Assistant Meat Manager:**

July 6, 2014	July 5, 2015	July 3, 2016	July 2, 2017	July 1, 2018
\$23.40	\$23.80	\$24.20	\$24.60	\$25.00

**Meat Cutters:**

July 6, 2014	July 5, 2015	July 3, 2016	July 2, 2017	July 1, 2018
\$22.40	\$22.80	\$23.20	\$23.60	\$24.00

**Offscale increases as follows:**

**For those employees who are Overscale they shall receive Offscale increases as follows:**

July 6, 2014	Add 40 cents
July 5, 2015	Add 40 cents
July 3, 2016	Add 40 cents
July 2, 2017	Add 40 cents
July 1, 2018	Add 40 cents

**Terry Mullett as follows**

<b>July 6, 2014</b>	<b>status quo</b>
<b>July 5, 2015</b>	<b>Add 40 cents</b>
<b>July 3, 2016</b>	<b>Add 40 cents</b>
<b>July 2, 2017</b>	<b>Add 40 cents</b>
<b>July 1, 2018</b>	<b>Add 40 cents</b>

**7.03 Relief Rates**

An employee who temporarily takes Manager-paid position will receive the Manager's rate if they work at that job for more than one (1) week (five (5) days out of seven (7) consecutive).

An employee who, at the request of the Employer, temporarily takes on all manager duties for two (2) or more full shifts of eight (8) hours will be paid the manager's rate for all time worked.

**7.04 Head Cashiers**

Head Cashiers will be paid one dollar (\$1.00) above top rate on Clerk's scale (grid).

**7.05 Night Crew and Lead Hand Premiums**

Night Crew Premium of fifty cents (\$0.50) per hour, Lead Hand extra one dollar (\$1.00) per hour and subject to relief rates.

**7.06 Credit for Previous Experience**

All employees shall be classified according to previous comparable supermarket experience. Previous comparable experience shall be granted on the following basis:

1. Out of the industry for less than one year, will receive credit for fifty percent (50%) of their previous experience to a maximum credit of twelve (12) months credit for previous experience.
2. Out of the industry for more than one year, will receive credit for fifty percent (50%) of their previous experience up to a maximum of six (6) months credit for previous experience.

No previous experience will be considered unless it has been stated by the employee on his or her application for employment form. (This provision shall not apply where employees fail to indicate their previous comparable experience by agreement with management.) New employees having previous comparable experience may be paid at a lower scale of wage that their claimed experience calls for but not less than the minimum rate established by this Agreement for an evaluation period not to exceed forty-five (45) days from the date of employment, providing that if the employee's services are retained, evaluation rate paid and the rate for which their experience qualifies them retroactive to the date their experience. It shall be optional for the Employer to grant credit to those employees who are claiming previous experience if such employees have been out of the industry five (5) years or more.

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

- (a) provided the employee with the "New Employee" letter provided for in Section 2.02 of this Agreement not later than two (2) weeks from the date of employment; and
- (b) provided the employee with the written notification showing credit granted for previous experience within the forty-five (45) day period required by this Section; and
- (c) provided the Union with a copy of the letter showing credit granted for previous experience within the same period, then no consideration will be given to any disagreement pertaining to credit for previous experience if presented later than sixty (60) days from the date of employment.

#### 7.07 Staff Meetings

Staff meetings will be considered as time worked and will be paid at straight-time rates.

Staff meetings where attendance is optional may be held at any time and will not be considered as time worked.

#### 7.08 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.

#### 7.09 Cash Shortages

Employees are not required to make up cash register shortages however it is understood that where cash register shortages occur the Employer reserves the right to exercise its management rights.

#### 7.10 Learning Prices and Codes

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

#### 7.11 Minimum Hours of Work

All employees shall be paid their regular hourly rate for each hour worked. Each employee will be scheduled to work a minimum of four (4) consecutive hours. An employee who is called for work and, upon reporting, finds his or her services are not required, shall receive four (4) hours pay.

#### 7.12 Assistant or Department Managers Posting into Non-Manager Position

An existing Assistant Department Manager, Department Manager or Assistant Store Manager may give the Employer written notice that he/she wishes to return to specific non-manager

positions. If notice was given prior to the date of a posting in such a position, the person has the right to apply for the posting.

## Section 8 – VACATIONS

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### Vacation Entitlement

8.01 For the purposes of this clause all hours of actual work shall include all time absent on paid vacation, paid statutory holidays, and time lost due to sickness or accident not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident with the Employer within a calendar year.

Should an employee fail to meet the one thousand four hundred and fifty (1,450) hour test for vacation eligibility because of the L.O.A. provisions in the Collective Agreement (i.e.: T.A.B., Education Leave, One Year Leave, etc.) the year will be removed from the calculation of continuous years. This will bridge the prior continuous years of service for vacation purposes with the subsequent year(s) of service.

(Note: An employee absent due to sickness or accident in excess of thirty-nine (39) consecutive weeks shall earn "time" only as it relates to Section 8.02).

Actual work shall also be deemed to include any period which an employee served in the armed forces during time of war or declared national emergency, provided that he or she was an employee of the Employer immediately prior to joining the armed services and resumed employment with the Employer immediately following his or her discharge. For purposes of paid vacation where the services of an employee are retained by a purchaser of the business, his or her services shall be deemed to be uninterrupted by the sale or purchase of the business and shall be deemed binding upon the purchaser.

A "year of service" for purposes of paid vacation shall mean one thousand four hundred fifty (1,450) hours of actual work.

A "calendar year" shall mean any period of time between January 1 and December 31 of the same year.

8.02 The following vacation schedule shall apply:

- Employees with one (1) "year of service" but less than four (4) consecutive "years of service" shall receive two (2) weeks vacation with pay annually.
- Employees with four (4) or more consecutive "years of service" shall receive three (3) weeks vacation with pay annually.
- Employees with ten (10) or more consecutive "years of service" shall receive four (4) weeks vacation with pay annually.
- Employees with fifteen (15) or more consecutive "years of service" shall receive five (5) weeks vacation with pay annually.

### Vacation Pay

8.03 Vacation pay for vacation provided in Section 8.02 shall be computed on the basis of forty (40) hours pay or two percent (2%) of the employee's earnings, whichever is greater, for the employee's calendar year prior to leaving on vacation, for each week of paid vacation to which the employee is entitled. Employees must take vacation to which they are entitled and cannot receive pay in lieu of vacation.

8.04 Employees who work a minimum of one thousand four hundred fifty (1,450) hours in each calendar year for four (4) consecutive years but who do not otherwise qualify for three (3) weeks vacation with pay, shall be entitled each year in which they qualify to six percent (6%) of their prior year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof.

Employees who work a minimum of one thousand four hundred fifty (1,450) hours in each calendar year for ten (10) or more consecutive years but who do not otherwise qualify for four (4) weeks vacation with pay, shall be entitled each year in which they qualify to eight percent (8%) of their prior year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof.

8.05 All employees, who do not otherwise qualify for vacation time as indicated above will receive vacation based upon BC Employment Standards.

8.06 The pay to which an employee is entitled pursuant to Sections 8.04 and 8.05 shall be paid to the employee not later than March 25th covering the calendar year ending December 31st of the previous year.

8.07 Employees whose employment is terminated or if they terminate and give two (2) weeks notice in writing to the Employer, shall receive all earned vacation pay, or applicable percentage of earnings, whichever is higher, less any paid vacation taken plus the applicable percentage of earnings for any period since the end of the calendar year and date of termination.

Employees terminating their employment without the above notice shall receive no more than four percent (4%) of earnings for vacations earned plus four percent (4%) of earnings for any period since the end of the calendar year and date of termination.

### Vacation Schedules

8.08 Vacation schedules, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer. Seniority shall apply in preference for vacations.

8.09 **For the purposes of scheduling vacation, an employee may request to be scheduled with days off adjacent to a vacation as follows:**

1. **The Friday and Saturday prior to the week of vacation;**
2. **The Saturday prior to the week of vacation and the Sunday following the week of vacation; or**
3. **The Sunday and Monday following the week of vacation.**

**The Employer will not refuse such a request except in the case of a bona fide scheduling conflict.**

**Also, whenever possible, the employee's starting time for the first shift upon returning from vacation shall be written on the schedule prior to leaving on vacation.**

8.10 Vacations must be taken in units of not less than one (1) week. **For the purposes of this provision, a week is defined as Sunday through Saturday.**

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

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

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

Vacations in excess of two (2) weeks are to be scheduled between October 1 and April 1 and at a time requested by the employee, provided three (3) months prior notice has been given by the employee.

8.12 These vacations may be scheduled between April 1 and September 30 by mutual agreement. The foregoing shall not apply to the month of December except where vacations are arranged by mutual agreement.

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

8.14 Vacation Schedules must be finalized and posted by March 25 for that year.

#### Vacation - Miscellaneous

- 8.15 (a) Earned vacation pay shall mean vacation earned in accordance with Sections 8.01 and 8.02 prior to the end of the calendar year.
- (b) Time spent on vacation shall be counted as time worked for purposes of qualifying for benefits under Section 10.
- (c) Maternity Leave shall count for vacation purposes. Leaves of absence for union business relating to conventions shall count for the purposes of vacations for a period of twelve (12) months.

- (d) Full-time employees who wish to receive their vacation pay in advance of the normal time must notify the Employer, in writing, by Saturday of the week prior to the week in which the vacation pay is desired.

## Section 9 – LEAVES OF ABSENCE

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### 9.01 Funeral/Bereavement Leave

In the event of death of a 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, the Employer will grant one (1) paid day's compassionate Leave of Absence. This leave will be granted to attend the funeral and such time off must be taken at the time of bereavement.

In the event of death of spouse, father, mother, child, brother, sister, current stepmother, current stepfather, the employee shall be entitled to three (3) days leave of absence with pay at the time of bereavement. It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks.

Time of due to the death of a member of an employee's family must be taken at the time of the bereavement. An employee's day of will not be altered to circumvent funeral leave provisions. this leave may be extended with the agreement of the Employer, by using vacation time, R.T.O. or T.A.B.

### 9.02 Jury and Witness Duty Pay

An employee summoned to Jury Duty or Witness Duty, where subpoenaed by 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.

An employee's day(s) off will not be altered to circumvent the foregoing.

### 9.03 Personal Emergency Leave

Where an emergency arises in an employee's personal life and no other leave is available under the terms of the collective agreement, the Employer will consider a request for leave by the employee for up to two (2) months

#### 9.04 Leaves of Absence

Except as otherwise indicated in the Collective Agreement, applications for leaves of absence without pay will be adjudicated on the basis of merit, compassion, length of service and the operational needs of the store.

Upon three (3) months' notice, all employees shall be entitled to a one (1) year unpaid Leave of Absence after four (4) years of continuous service. Employees on such a Leave of Absence shall not earn seniority after two months.

- (a) This Leave of Absence is for one (1) year only.
- (b) Employees may return to work earlier than the scheduled end of the leave provided they give their Store Manager one (1) month's notice in writing of their early return to work date.
- (c) This Leave of Absence is only available once during an employee's career with the Employer.
- (d) While on this Leave of Absence an employee shall not take employment with any competitor in the food business. (Violation of this provision may result in termination.)
- (e) During the period of such Leave, the employee will be allowed to self-pay their pre-leave benefit status for M.S.P. and Life Insurance in advance.

#### 9.05 Educational Leave

As an alternative to Unpaid Leave of Absence, an employee may be entitled to a one (1) year leave of absence every four (4) years of continuous service with the Employer shall be entitled to an educational leave of absence for up to one (1) year. Employees on such a Leave of Absence shall not earn seniority after two months.

The following terms and conditions shall apply to such leaves:

- (a) One (1) employee per store at any one time shall be eligible for educational leave. In stores with more than forty (40) employees, two (2) people per store will be entitled to educational leave.
- (b) Written application for the leave shall be coordinated through the Human Resources Department. Notification of the person going on leave shall be provided to the store, Union and employee involved.
- (c) Seniority shall be the determining factor in scheduling the leave.
- (d) Such leave will be granted on a one time only basis per employee.
- (e) The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case.
- (f) While on leave the employee shall not take employment with any competitor in the food business. (Violation of this provision may result in termination.)
- (g) It is understood a person on leave could be offered minimal part-time work with the Employer without seniority or rights to such work, for the duration of the leave.
- (h) The period of time off will not count towards time worked for vacation entitlement.



- (i) One (1) month's notice of return to work must be given to the Employer unless a return date has been established prior to leaving.
- (j) During the period of such Leave, the employee will be allowed to self-pay their pre-leave benefit status for M.S.P. and Life Insurance in advance.

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

#### 9.06 Take-A-Break Leave of Absence

As an alternative to Unpaid Leave of Absence, employees with two (2) years or more of continuous service are entitled to apply for Take-A-Break leave of absence up to a maximum of one hundred and twenty (120) days per year, but not to exceed twenty-four (24) calendar weeks in duration, subject to the following conditions:

- (a) Application for such leaves must be in writing and are subject to the approval of the Store Manager. Every effort should be made to provide as much notice as possible.
- (b) Requests for Take-A-Break (T.A.B.) Leave of Absence will be granted to all employees provided there is another available employee in the store, able to do the work required.
- (c) The Employer shall maintain Health and Welfare coverage for full-time employees during T.A.B. up to a maximum of eight (8) weeks per calendar year but not in excess of two (2) calendar weeks per calendar quarter.
- (d) Scheduled vacation time shall take precedence over the granting of Take-A-Break leave of absence.

#### 9.07 Pregnancy Leave

1. A pregnant employee who requests leave 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 her 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 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 point (1) or (2).
4. All such requests must be submitted in writing at least two (2) weeks prior to the employee's return to work date.
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. If required by the Employer, the request must 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 B.C. *Employment Standards Act*.

#### 9.08 Parental Leave

1. An employee who requests parental leave under this Section is entitled to:
  - a) for a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Section 9.07 – up to thirty five (35) weeks of unpaid leave beginning immediately after the end of the leave taken under Section 9.07.
  - b) for a birth mother who does not take a leave under Section 9.07 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 after 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 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 intention to take a leave under subsection 1 (a) (b) (c). The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to the leave.
4. Benefit entitlement for the above leaves shall be as required by the B.C. *Employment Standards Act*.

#### 9.09 Paternity Leave

An employee about to become a father shall be entitled to an unpaid leave of absence of up to five (5) days at the time of birth of his child or the adoption of a child or children.

## Section 10 – HEALTH AND WELFARE

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### 10.01 Health and Welfare Benefit Package

All employees averaging at least thirty-six (36) hours over a thirteen (13) week average, calculated from the last Saturday in the month, who have been employed by the Employer for at least three (3) months are eligible to participate in the Health & Welfare Benefit Plan (Benefit package current at Ratification of 2007 Collective Agreement, as listed in Letter of Understanding #2). The Employer will pay seventy percent (70%) of the costs of the Benefit Package and the Employee shall pay thirty percent (30%) of the costs of the Benefit Package.

### 10.02 Maintenance of Benefit Costs

The Employer will maintain the costs of the employee's benefits while the employee is receiving Workers' Compensation benefits, EI sick benefits and/or approved medical leave to a maximum of six (6) months.

### 10.03 Sick Leave

All employees working an average of thirty-six (36) or more hours per week, who have been employed by the Employer for at least two (2) years will receive two (2) hours per month (sick bank) to a maximum of three (3) days.

### 10.04 Medical Reports

The Employer agrees to pay the fee for medical reports required by the Employer for sick leave or Weekly Indemnity provisions.

## Section 11 – NOTICE OR PAY IN LIEU OF NOTICE

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11.01 Commencing after four (4) months from date of employment, full-time employees when terminated by the Employer, **unless for just cause**, shall receive notice in writing or pay in lieu of notice as follows:

- After first four (4) months and up to two (2) years of continuous service, one (1) week's notice in writing or one (1) week's wages in lieu thereof.
- From two (2) years up to five (5) years continuous service, two (2) weeks' notice in writing or two (2) weeks' wages in lieu thereof.
- More than five (5) years continuous service, four (4) weeks' notice in writing or four (4) weeks' wages in lieu thereof.

11.02 This Section shall not invalidate an employee's right to process his or her termination and to be reinstated as set out in Section 13.02, providing the employee has been employed by the Employer for more than four (4) calendar months.

11.03 The Employer agrees to give full-time employees one (1) week's notice in writing prior to layoff. Such notice shall not be required in cases of layoffs due to fire, flood or other cases of force majeure.

- 11.04 Full-time employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time, unless terminated for **just cause**.
- 11.05 A copy of notice of dismissal or layoff of full-time employees who have been employed more than four (4) calendar months shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

## Section 12 – SENIORITY

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### 12.01 Seniority, Definition

- (a) Company Seniority shall mean length of continuous service with the Employer.
- (b) Full-time employee, for the purpose of seniority, shall mean an employee who has worked an average of thirty-six (36) hours per week during a thirteen (13) consecutive week period. All other employees will be considered part-time.
- (c) Part-time employees shall proceed to full-time status according to their rights under the Collective Agreement.
- (d) For purposes of clarification, any employee who moves from one classification to another classification under the terms of the collective agreement will retain their full seniority.**

### 12.02 Layoff and Recall

- (a) Seniority shall govern in cases of layoffs and recall, provided the employee has the ability to perform the work required. Employees shall be recalled by classification.

The foregoing shall not apply to:

Assistant Department Managers: **Two (2)** Produce; two (2) Bakery; **three (3) Deli/Bistro**; one (1) Meat; and three (3) Assistant Store Managers at Employer's discretion to appoint and scheduled notwithstanding their seniority.

Department and Assistant Managers: One (1) Produce; one (1) Bakery; **two (2) Deli/Bistro**; one (1) Meat and three (3) Assistant Store Managers at Employer's discretion to appoint and scheduled notwithstanding their seniority.

**Deli/Bistro: Seniority will be dovetailed within manager groups.**

Head Cashiers: Not more than three (3) at Employer's discretion to appoint and scheduled notwithstanding their seniority. They will be paid \$1.00 above top rate on Clerk's Scale (Grid).

Cashiers, Office: Not more than two (2) at Employer's discretion to appoint and scheduled notwithstanding their seniority and paid on Clerk's Scale. They will be paid \$1.00 above top rate on Clerk's Scale (Grid).

(b) Where the Employer determines recall is necessary, the following will apply:

1. Employees with less than one (1) year of service will maintain seniority for six (6) months since the last day worked;
2. Employees with one (1) year or more of service, will maintain their seniority for twelve (12) months since the last day worked by the employee;
3. The employee reports for duty within twenty-four (24) hours from time of recall.

All employees shall keep the Employer informed of their current address and telephone number. If the Employer is unable to contact the employee within five (5) working days, or if the employee is contacted and refuses the employment without proper and sufficient reason by the end of the five (5) day period, the employee will be dropped from the seniority list.

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

Employees rehired with the above shall retain their previous length of service for the purposes of this Section.

### 12.03 **Daily Maximization of Hours**

**For the purposes of this Section, there are the following classifications:**

- **General Clerks**
- **Cashiers**
- **Meat Department**
- **Bistro & Deli Department**
- **Bakery Department**
- **Floral Department**

**The Employer will assign hours within each classification by seniority to ensure senior employees receive the maximum number of hours available each day.**

**The Employer reserves the right to assign employees to particular shifts, in accordance with the rights and obligations otherwise prescribed by the Collective Agreement, so long as hours are maximized in accordance with this Section.**

**The Employer is not required to schedule more hours in any classification than the Employer has determined are necessary.**

**Employees must report any violation of this Section at the earliest possible time, to the Employer.**

**If the Employer breaches this Section, its liability is limited to the period beginning two (2) weeks prior to the date the complaint is first received by the Employer.**

**This Section becomes effective on the 3<sup>rd</sup> full week following ratification of the Collective Agreement.**

#### 12.04 Scheduling of Overlapping and Abutting Shifts

Where it can be shown that overlapping and abutting shifts have been scheduled to deny senior employees available hours, this shall be discussed between the parties. Where a disagreement arises under this Subsection and results in a grievance, the parties will have two (2) weeks from date the matter is brought to the attention of the Employer to correct any errors in scheduling before a claim for lost wages can be filed.

#### 12.05 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. If an employee wishes to end his or her restricted status, the employee shall so advise the Employer in writing. The employee's full seniority rights shall begin from the date 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 year unless otherwise mutually agreed.

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 a letter from a doctor, or unless mutually agreed between the Employer and the employee.

#### 12.06 Declaration of Availability

**Employees who wish to work twenty-four (24) or fewer hours per week shall have the option of submitting a written Declaration of Availability to the Employer (a "Declaration"). The Declaration will not be effective until the next un-posted work schedule is posted (i.e. approximately three (3) weeks following receipt of the Declaration by the Employer).**

**In the Declaration, the employee will indicate when he or she is available to work each week. The employee must be available for at least sixteen (16) hours per week. The employee must also be available for at least one evening shift (other than on a Sunday) AND have open availability on Sunday for any shift.**

**The employee, the Employer and the Shop Steward must sign a copy of the Declaration, and the Employer must provide a copy of the Declaration to the Union.**

If an employee wishes to continue the Declaration from the previous year into the coming calendar year, the employee must still fully complete a new Declaration for the coming calendar year. Unless so renewed, all Declarations will terminate at the end of their respective calendar years.

The employee may modify an active Declaration once during the Calendar year, to change the scope of the Declaration.

The employee may terminate a Declaration during a calendar year, and then issue a second Declaration at a later time within the same calendar year.

No more than two Declarations will be permitted within a calendar year for any one employee.

If an employee wishes to terminate his or her Declaration, the employee must indicate so in writing on the Declaration form.

A modification or termination of a Declaration will not take effect until the next un-posted schedule is posted (i.e. approximately three (3) weeks later).

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

An employee who has an active Declaration may be asked to work additional shifts, however it is understood that all other employees who do not have a Declaration shall be asked to work those shifts first. An employee who has an active Declaration has the right to decline additional shifts outside their Declaration.

Schedules shall reflect all Declarations in effect.

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

Except in the case of a student, an employee cannot submit a Declaration until the employee has continuously worked for the Employer for 6 months from date of hire.

All students who have submitted a Declaration are required to submit a schedule of classes and must remain available to work when not attending class.

Only ten (10) employees, store-wide, may have an active Declaration at any one time, unless the Employer has agreed otherwise.

#### **12.07** Seniority List

The Employer shall post an updated seniority list for the store two (2) times per year.

#### **12.08** Classifications / Transfers

For the purposes of this Section, there shall be **seven (7)** classifications:

- General Clerk
- Clerk Cashier
- Meat Cutter
- Meat Clerk
- Bakery
- Floral
- **Deli/Bistro Clerk**

Where an employee terminates his/her employment and the Employer concludes some or all of those hours need to be filled, the following will apply:

The vacant hours will be given to the most senior employee within the classification provided that the employee is available and can perform the work and provided he/she has not restricted his/her availability.

The filling of vacant hours within the classification by senior employees who are available and can perform the work will continue until vacant hours within the classification no longer exist.

Such vacant hours within the classification will be filled as follows:

1. During each month employees will be invited to sign a request for transfer sheet for the following month.
2. Where vacant hours become available, the Employer will offer those hours to the most senior employee from the transfer sheet who can perform the vacant work and who is available.
3. Hours left vacant as a result of that employee taking on the new position can be filled with a new employee.

It is agreed that for the first thirteen (13) weeks of being in the new classification, the employee will be scheduled each week, should work be available for people of her/his seniority and ability, for the same number of hours of work in her/his new and former classification as she/he had averaged for the previous thirteen (13) weeks in their former classification.

## **12.09 Students**

- (a) Student Definition A student is defined as any employee attending High School, University, College, Vocational Institution or other educational institutions requiring attendance at scheduled classes.
- (b) Student Status: In recognition that long-term employees may wish to further their education at a recognized educational institution, a Student Program will be available:
  1. Employees will accrue seniority while classified as a Student.
  2. It will remain the responsibility of the Student to provide the Store Manager with a written notice thirty (30) days prior to commencement of their course of studies.



3. It will remain the responsibility of the Student to provide the Store Manager with a written notice thirty (30) days prior to termination of their course of studies.
4. All students must complete a Student Restriction Form, no exceptions.

#### **12.10 Job Posting**

The Parties agree that the following will become effective within forty-five (45) days of ratification (2011).

**All vacant full-time positions in a classification will be posted for ten (10) calendar days. There shall be a dedicated Job Posting Board located in the staff room and it is reserved for job postings only.**

1. The posting will include the position, the classification and the closing date of the posting.
2. Employees in all departments may apply for the posting on forms provided by the Employer.
3. In selecting the successful applicant(s) for the posting, length of continuous service will be the deciding factor where the qualifications and ability to perform the posted position are equal between the applicants.
4. "Ability to perform" means the ability and skill to competently perform the normal requirements of the job.
5. The successful applicant may return to their former job, or be returned if they are unable to perform the duties of the job, within twenty-one (21) days of moving into the new job. All affected employees will be returned to their former positions.
6. A successful positing applicant will not be eligible to apply for another posting for a period of at least six (6) months.

#### **Section 13 - GRIEVANCE PROCEDURE**

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- 13.01 Any complaint, disagreement or difference in opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance.

Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union representative or representatives and the Employer representative or representatives shall meet and in good faith shall earnestly endeavour to settle the grievance submitted. In addition to the grievance form provided, the Union will agree to add a brief letter with a more detailed description of the issue being grieved. All such letters are tendered on a "without prejudice" basis. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board

of Arbitration, such Board to be established in the manner provided in Section 14 of this Agreement.

- 13.02 Grievances involving the dismissal or layoff of an employee must be submitted to the Employer within ten (10) working days from the date of dismissal or layoff or be waived by the aggrieved party, provided notice has been given as required under Section 11.02.
- 13.03 Any employee alleging wrongful dismissal may place his or her allegation before the Union representative and, if the Union representative considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement.
- 13.04 The Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union.
- 13.05 The parties by mutual agreement may make application to the Labour Relations Board under the applicable provisions of the Labour Relations Code to facilitate the settling of grievances.

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, a Settlement Officer of the Labour Relations Board or an Arbitrator agreed to by the parties, shall at the request of either party:

1. investigate the difference;
2. define the issue in the difference; and
3. make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and for those five (5) days from that date, time does not run in respect of the grievance procedure.

#### Section 14 – BOARD OF ARBITRATION

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- 14.01 (a) The Board of Arbitration shall be composed of three (3) members and shall be established as follows: (The parties may, by mutual consent, agree upon a single arbitrator.)

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Employer and the Union shall each select a representative to serve on the Board of Arbitration. The representative of the Employer and the representative of the Union shall, within five (5) days (excluding Sundays and holidays) after they have both been selected, choose an additional member to act as Chairman. In the event of failure of the nominees of the Union and the Employer to agree upon a Chairman within the five (5) day period specified, the Minister of Labour of British Columbia shall be immediately requested to name a third member who shall act as Chairman of the Board of Arbitration.

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

No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitration Board shall be in writing and shall clearly specify the nature of the issue.

In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the impartial Chairman shall be borne equally by the Employer and the Union unless otherwise provided by law.

The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties. A decision of a majority of the Board of Arbitration shall be deemed to be a decision of the Board.

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

14.02 Expedited Arbitration may be proposed by the Union or the Employer within forty-five (45) days after the grievance has been filed as per Section 13. Within fourteen (14) days of referral to Expedited Arbitration either party must respond as to their decision to proceed to Expedited Arbitration or Arbitration under Section 14. Provided that the Union and the Employer mutually agree to an Expedited Arbitration the following five (5) points shall apply:

- (a) Access to the Expedited Arbitration procedure shall be limited to discharge cases, and other cases provided Expedited Arbitration is invoked within forty-five (45) days of the grievance being filed as per Section 13.
- (b) Within seven (7) days of being referred to Expedited Arbitration, an attempt to mediate the dispute shall be made.
- (c) If mediation should fail, Expedited Arbitration shall be held no less than ninety (90) days after referral to Expedited Arbitration.
- (d) A final and binding decision will be handed down within twenty (20) days of the Expedited Arbitration case being held.
- (e) Within sixty (60) days of ratification the Employer and the Union shall develop a list of arbitrators that are agreeable to both parties.

## Section 15 - MANAGEMENT'S RIGHTS

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- 15.01 The Union acknowledges that the Employer has and retains the exclusive right and responsibility to manage its store as it sees fit, including but not limited to the following:
1. To hire employees and to direct the working forces, including the right to decide the number of employees needed or required for any task, to organize and assign the work, to schedule shifts, to maintain order, discipline and efficiency of all operations.
  2. To make and to alter from time to time rules and regulations to be observed by all employees and to immediately inform the Union of any changes made to the rules and regulations.
  3. To discipline or discharge employees for proper cause.

### 15.02 Probationary Period

During the first four (4) months of employment, new hires shall be on probation and will receive a written evaluation within three (3) months of employment. The decision whether to retain or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Sections 13 and 14 of this Agreement. It is agreed that the probationary period will not apply if it can be shown that an employee has been terminated for any lawful union activity as set forth in 16.09 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 employees on grounds of alleged incompetency being processed under Sections 13 and 14 of this Collective Agreement, providing that such employees have been employed by the Employer sixty (60) calendar days or more.

- 15.03 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 16 – MISCELLANEOUS

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### 16.01 Maintenance of Adequate Heating Facilities

The Employer agrees to maintain adequate heating facilities in each store.

### 16.02 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.

### 16.03 Wearing Apparel

The Employer and Union agree the current practice will continue. Generally stated, the Employer will furnish a clean smock or an apron to the employees.

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 free of cost to the said employee by the Employer and no deduction from the wages of the employee, or other charge upon the employee, shall be made by the Employer for such uniform or special article of wearing apparel. **The Employer agrees to provide three shirts to each employee who works more than 4 shifts per week, on an eight (8) week average. If a shirt becomes damaged, or is worn out, the employee can bring the shirt to management to obtain a replacement.**

Special clothing, such as rain capes and parkas, are to be supplied by the Employer where required. Members shall be permitted to wear sweaters, providing they are acceptable to the Employer.

The parties recognize the need for employee name tags. The Employer will provide each employee with a name tag upon commencement of employment. Tags that are lost by the employee will be replaced by the Employer at a cost to the employee of \$5.00 if lost within a 6 month time period.

#### 16.04 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.

#### 16.05 Charitable Donations

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

#### 16.06 Time Off to Vote

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

#### 16.07 Polygraph Tests

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

#### 16.08 Information

Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Employer agrees to co-operate to supply such information back to a period of one (1) year or such longer time as may be required to establish his or her proper rate of pay.

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

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

#### 16.09 Intimidation

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

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

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

#### 16.10 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 with the Employer discipline or in any way discriminate against an employee who refuses to work while a legal picket line exists at his or her place of work.

#### 16.11 Deemed Time Worked

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

#### 16.12 Lockers

The Employer shall provide secure lockers for employees to store their personal belongings.

#### 16.13 Union Bulletin Boards

Bulletin Boards will be supplied by the Union and will be placed in lunch rooms or other area in the store as mutually agreed. It is understood that these Bulletin Boards are the property of the Union and shall be for their exclusive use.

Bulletins authorized by the Union concerning the following may be posted by a person so authorized by the Union:

1. Meeting notices
2. Dental Plan information
3. Pension Plan information
4. Safety information

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

#### 16.14 Human Rights

The Employer and the Union jointly recognize the right of employees to work in an environment free from harassment and discrimination as defined by the *B.C. Human Rights Code*. The Employer will publish a Policy against harassment and discrimination after consultation with the Union. 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 and/or the Union, it will be investigated on a priority basis in accordance with the Policy. The Employer and the Union agree to ensure that their respective policies on harassment be available to all employees.

#### 16.15 Employee's Personnel File

A copy of formal discipline report to be entered on an employee's file will be given to the employee. Such signature will indicate receipt of formal reprimand only. It is understood that any disciplinary record on file at the time of implementing the above will not be invalid because the employee does not have a copy.

Subject to giving the Employer advance notice, employees shall have access to their personnel file.

#### 16.17 Discipline Interview

Where an employee attends an interview with management for the purpose of receiving a formal discipline report or for a security interview, the employee has the right to request a witness of his or her choice. If during any other private corrective interview with management it is determined that there will be a discipline report on the employee's record or the employee feels there is a violation of Section 16.09, the interview may be temporarily suspended so that the employee may call in one or the other of the following.

The employee may call in another employee working in the store at the time the interview is being held. It is understood this employee is only an observer and not a participant. Or the employee may call in an available shop steward:

1. Where possible, the employee will be given the opportunity to brief the Shop Steward in advance of the meeting.
2. The shop steward may have input during the meeting to assist in the completion of the interview.

Where a Shop Steward is not on duty, and the employee chooses another employee to observe, the same practices will be followed with this employee.

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

#### 16.18 Technological Change

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Collective Agreement.

- (1) Where the Employer introduces or intends to introduce a technological change that:
  - (i) affects the terms and conditions or security of the employment of a significant number of employees to whom this Collective Agreement applies; and
  - (ii) alters significantly the basis upon which the Collective Agreement was negotiated, either party may if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Section 14 of his Collective Agreement, by by-passing all other steps in the grievance procedure.
  
- (2) The Arbitration Board shall decide whether or not the Employer has introduced or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change, the Arbitration Board shall inform the Minister of Labour of its findings, and then or later make any one or more of the following orders:
  - (i) that the change is made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
  - (ii) that the Employer reinstate any employee displaced by reason of the technological change;
  - (iii) that the Employer pay to the employee such compensation in respect to his displacement as the Arbitration Board feels reasonable;
  - (iv) that the matter be referred to the Labour Relations Board (as provided for in the Labour Relations Code of British Columbia).
  
- (3) The Employer will give to the Union in writing at least ninety (90) days notice of any intended technological change that:
  - (i) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies; and
  - (ii) alters significantly the basis upon which the Collective Agreement applies.

#### 16.19 Health and Safety Store Committee

The Employer agrees to maintain Health and Safety Standards as set forth in the WCB Health and Safety Regulations. The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees.

This will include but not be limited to providing the Union with the details of the Employer's Violence in the Workplace initiatives. The Employer will apprise the Union of any violent incidents that may occur provided any employee's right to privacy is not compromised.



#### 16.20 Time Off for Union Business

Subject to the operational needs of the store the Employer agrees to grant two (2) employees time off at a time to attend to Union business in connection with education, conventions, conferences or seminars up to seven (7) days. The Union shall notify the Employer at least three (3) weeks in advance of the commencement of all such leaves of absence. The Company and Union agree to meet if more than six (6) employees are requested and granted time off in a 12 month period. These additional requests will not be unreasonably denied.

With at least one (1) week's notice, the Employer agrees to grant one (1) employee a leave of absence of up to six (6) months without review for purposes of Union business, and a further six (6) months by mutual agreement.

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

The Employer will bill the Union and the Union will reimburse the Employer for wages paid to the employee (and Dental and pension contributions made on the employee's behalf during such absences). (Momentary issue) When the employee is off for more than seven (7) days in a row the Union will reimburse the Company the employee's wages plus thirty (30) percent.

Negotiating Committee members will be exempt from the above calculations, restrictions and reimbursement formula while involved in the collective bargaining process. Leave of absence procedures for Negotiating committee members will be wages plus benefits not to exceed twenty (20) percent.

#### 16.21 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 and to ensure that the terms of the Collective Agreement are being implemented.

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

1. Carried on in a place in the store designated by management.
2. Held whenever possible during the lunch period; however, if this not practical, during regular working hours with the approval of management.
3. Time taken for an interview in excess of five (5) minutes shall not be on Employer time, unless with the approval of management.
4. Held at such times as will not interfere with service to the public.

Union Representatives shall be permitted to check employee time records, including work schedules, and in the event of any discrepancies, they shall be presented under Section 13 of this Agreement. It is understood the Union Representative may attempt to resolve problems through the store management prior to implementation of Section 13.

## 16.22 Shop Steward Recognition

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

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

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

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

1. The Company agrees to recognize up to two (2) Union Shop Stewards and one (1) Alternate Shop Steward.
2. Alternate Shop Stewards will be recognized when the Shop Steward is absent. The Union shall inform the Employer in writing of the Alternate Shop Stewards.
3. Chief Shop Steward: The Employer and the Union agree to recognize a Chief Shop Steward.

## 16.23 Duty to Accommodate

The Parties agree that under the *BC Human Rights Code* that there is a duty to accommodate employees due to disabilities and other enumerated grounds.

## Section 17 - EXPIRATION AND RENEWAL

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This Agreement shall be for the period from and including **July 6, 2014**, to and including **July 6, 2019**, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding **July 6, 2019**, or any subsequent anniversary date thereafter to:

- (a) Terminate this Agreement, in writing, effective **July 6, 2019**, or any subsequent anniversary thereof,
- (b) Require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

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

- (1) The Union gives notice of strike in compliance with the *Labour Code of British Columbia*, or

(2) The Employer gives notice of lockout in compliance with the Labour Code of British Columbia.

The operation of Section 66 (2) of the *Labour Code of British Columbia* is hereby excluded.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

FOR THE UNION  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518

FOR THE EMPLOYER  
**HUSBAND FOOD VENTURES LTD. (IGA #11)**



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Ivan Limpricht  
President

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**Don Husband**  
**Owner**

LETTER OF UNDERSTANDING #1 - Re: Implementation

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It is mutually agreed between the parties that every endeavour will be made to maintain a harmonious relationship between the parties.

The parties agree to work towards a smooth transition in the implementation of this agreement.

The parties agree to meet if there are issues that arise in the implementation and have the Labour Relations Board Mediator, Grant McArthur, or designate, party to those meetings.


SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

RENEWED THIS 5TH DAY OF AUGUST, 2011.

**RENEWED THIS 8TH DAY OF JULY, 2015.**

FOR THE UNION  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518

FOR THE EMPLOYER  
**HUSBAND FOOD VENTURES LTD. (IGA #11)**



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Ivan Limpright  
President

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**Don Husband  
Owner**

LETTER OF UNDERSTANDING #2 - Re: Benefits

---

Benefit costs based upon current Plan:

Dental

- A 100% basic
- B 50% major (crowns)
- C 50% ortho, to a maximum of \$1,250

Extended Health

Prescription: 100%  
Eyeglasses: \$100.00 per year

	Single	Couple	Family
Dental	\$ 51.68	\$ 98.24	\$163.24
Extended Health	\$ 55.24	\$ 82.86	\$127.06
MSP	\$ 54.00	\$ 96.00	\$108.00
Monthly	<hr/> \$160.92	<hr/> \$277.10	<hr/> \$398.30
30% monthly cost to Employee	\$ 48.28	\$ 83.13	\$118.59

It is mutually agreed between the parties that in the life of the Agreement that the Union's Health and Welfare Trust will be able to do a cost comparison to the current benefit plans to determine the viability of transferring all members to the Union's Trust Plans. There will be no obligation for the Employer to change to the Union Plan(s).

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

RENEWED THIS 5TH DAY OF AUGUST, 2011.

**RENEWED THIS 8TH DAY OF JULY, 2015.**

FOR THE UNION  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518

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**HUSBAND FOOD VENTURES LTD. (IGA #11)**



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Ivan Limpricht  
President

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**Don Husband  
Owner**

LETTER OF UNDERSTANDING #3 - Re: Drug And Alcohol Assistance Program

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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 co-operate in resolving problems with drug and alcohol abuse with a view towards rehabilitating employees suffering from such abuse.

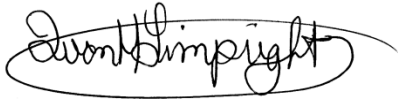
SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

RENEWED THIS 5TH DAY OF AUGUST, 2011.

**RENEWED THIS 8TH DAY OF JULY, 2015.**

FOR THE UNION  
UNITED FOOD AND COMMERCIAL  
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Ivan Limpricht  
President

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**Don Husband**  
**Owner**

LETTER OF UNDERSTANDING #4 - Re: Off-Till Duties

---

When the Employer is seeking candidates for the positions of Head Cashier, File Maintenance, or Bookkeeper, the Employer will issue a memo, inviting applications from interested employees.

The Employer will review these applications when determining who will be assigned the duties.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

RENEWED THIS 5TH DAY OF AUGUST, 2011.

**RENEWED THIS 8TH DAY OF JULY, 2015.**

FOR THE UNION  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518

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Ivan Limpricht  
President

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**Don Husband  
Owner**

LETTER OF UNDERSTANDING #5 - Re: Excluded Personnel

---

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 in this Collective Agreement.

The Union will recognize the current practice of allowing the owners and store manager (see Section 4.01(a)) to perform Bargaining Unit work.

It is not the intent of the Employer to utilize excluded personnel to deny hours to Bargaining Unit employees.

The Union and the Employer will meet in good faith to resolve any issue which arises from this agreement. Should the parties fail to reach an agreement the matter can be referred to a dispute resolution process.

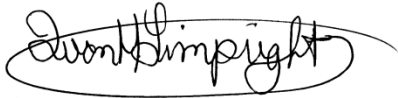
SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

RENEWED THIS 5TH DAY OF AUGUST, 2011.

**RENEWED THIS 8TH DAY OF JULY, 2015.**

FOR THE UNION  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518

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**HUSBAND FOOD VENTURES LTD. (IGA #11)**



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Ivan Limpricht  
President

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**Don Husband**  
**Owner**



LETTER OF UNDERSTANDING #6 - Re: Harassment

---

The Employer and the Union recognize the right of employees to work in an environment free from harassment and agree that employees who engage in such conduct should be subject to discipline.

Harassment means verbal or physical behaviour that is known or ought reasonably to be known to be abusive or offensive to another person and may be based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, or sexual orientation.

Harassment does not include actions occasioned through the exercising in good faith the Employer's supervisory rights and responsibilities.

**Harassment Complaint Procedure**

A complainant who wishes to pursue a concern arising from an alleged harassment may submit a complaint to the Store Manager, in writing and within one (1) month of the latest alleged occurrence.

The alleged harasser shall be given notice of the substance of such a complaint and shall be entitled to attend, participate in, and be represented at a hearing into this matter.

The Store Manager, or her designate, shall investigate the complaint and, within ten (10) days of concluding the investigation, shall give any orders as may be necessary to resolve the issue. The Union Staff Representative, the complainant, and the respondent shall be apprised of the store Manager's conclusion. Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.

Where either the complainant or the respondent, in conjunction with the Union, is not satisfied with the Store Manager's response, the Union may refer the complaint to arbitration within ten (10) days of the Store Manager's report and decision.


This clause does not preclude an employee from filing a complaint under Section 8 of the *BC Human Rights Code*.

SIGNED THIS 5TH DAY OF AUGUST, 2011.

**RENEWED THIS 8TH DAY OF JULY, 2015.**

FOR THE UNION  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518

FOR THE EMPLOYER  
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---

Ivan Limpright  
President

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**Don Husband**  
**Owner**

LETTER OF UNDERSTANDING #7 - Re: Troubleshooter

---

**Grant McArthur, Mark Brown and Julie Nichols** (or any other person agreed to 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 a grievance to this process within three weeks of the grievance procedure being concluded.
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 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. The Parties shall agree on other procedures or guidelines as necessary.
7. The Employer agrees that wherever possible she will not use legal assistance but may use the assistance of someone else.

SIGNED THIS 5TH DAY OF AUGUST, 2011.

**RENEWED THIS 8TH DAY OF JULY, 2015.**

FOR THE UNION  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518

FOR THE EMPLOYER  
**HUSBAND FOOD VENTURES LTD. (IGA #11)**



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Ivan Limpricht  
President

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**Don Husband**  
Owner

LETTER OF UNDERSTANDING #8 - Re: Merchant Displays

---


A merchandiser's representative with the specific skills or experience that are required to set up the merchant's display will be allowed to perform such work. For each such representative, there must be a bargaining unit employee assisting the representative.

SIGNED THIS 5TH DAY OF AUGUST, 2011.

**RENEWED THIS 8TH DAY OF JULY, 2015.**

FOR THE UNION  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518

FOR THE EMPLOYER  
**HUSBAND FOOD VENTURES LTD. (IGA #11)**



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Ivan Limpricht  
President

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**Don Husband  
Owner**

**LETTER OF UNDERSTANDING #9 – Deli/Bistro Merger**

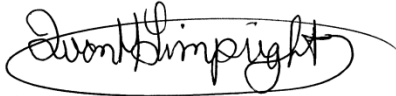
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1. Any employee as of the date of ratification of the Collective Agreement who is working in the Deli or Bistro will have his or her “average weekly hours” “protected”.
2. For the purposes of this LOU, “average weekly hours” means the average of hours worked in each of the 52 weeks immediately prior to ratification.
3. For the purposes of the LOU, “protected” shall mean that the protected employee will be entitled to continue working in the Deli/Bistro for their determined average weekly hours, or if such hours are not available, that employee will be entitled to obtain hours in another department in the store, subject to seniority.
4. This LOU will expire three (3) years from the date of ratification, along with all of its attendant rights and obligations.

SIGNED THIS 24TH DAY OF JULY, 2015.

FOR THE UNION  
UNITED FOOD AND COMMERCIAL  
WORKERS, LOCAL 1518

FOR THE EMPLOYER  
HUSBAND FOOD VENTURES LTD. (IGA #11)



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Ivan Limpricht  
President

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Don Husband  
Owner

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