

COLLECTIVE AGREEMENT

Between

Overwaitea Food Group (Urban Fare)

And

United Food and Commercial Workers Union, Local 1518

April 1, 2015 to March 31, 2025

Ratified by member vote: December 10, 2015



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MEMORANDUM OF AGREEMENT made this 10th day of December, 2015.

BY AND BETWEEN: OVERWAITEA FOOD GROUP, Common Employer, a body corporate carrying on business as Urban Fare

(Hereinafter referred to as the "EMPLOYER")

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

(Hereinafter referred to as the "UNION")

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

WHEREAS: The Employer and the Union, in administering this Agreement, are obligated to act reasonably, fairly, in good faith and in a manner consistent with the terms of this Agreement as a whole;

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

SECTION 1 – Shared Values

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

Honesty

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

Integrity

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

Trust

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

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

SECTION 2 – Bargaining Agency

- 2.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement for all employees in the Zone 1 bargaining unit, employed in Urban Fare retail stores located in the Fraser Valley area of BC, between and including Whistler, BC and Hope, BC, save and except the Store Manager, Assistant Store Manager, two (2) Operations Managers, Head Chef, five (5) Sous Chefs, Pharmacy Manager and Pharmacists.

Zone 1 Bargaining Unit – Store 7614, 7615, 7618

- 2.02 The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement for all employees in the Zone 1 bargaining unit, employed in Urban Fare retail stores located in the Fraser Valley area of BC, between and including Whistler, BC and Hope, BC, save and except the Store Manager, Assistant Store Manager, two (2) Operations Managers, Head Chef, five (5) Sous Chefs, Pharmacy Manager and Pharmacists.

Zone 2 Bargaining Unit – New stores opened after Ratification 2010.

SECTION 3 – Union Shop

- 3.01 The Employer agrees to retain in its employ, within the bargaining unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said non-members, whether part- or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- 3.02 The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form, along with the employee's date of hire. The Employer will have new employees sign the check-off and Union membership application upon successful completion of orientation. The Union shall bear the expense of printing the form, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.

SECTION 4 – Deduction of Union Dues

- 4.01 The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, Union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct Union dues from the wages of all new employees. The Union will supply an appropriate form to the Employer so those new employees, at the time of hire, will authorize Union dues deductions. This form will be applicable from the time the employee commences employment until such time as the Union submits an official dues checkoff to the Employer. The employee shall, within thirty (30) days after commencement of employment,

provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four-week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four-week period, as well as the Store number of each employee for whom the deductions were made. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

SECTION 5 – Union's Recognition of Management's Rights

- 5.01** The Union agrees that the management of the company, including the right to plan, direct and control the Store operations, the direction of the working force and the termination of employees for just or proper cause, are the sole rights and functions of the Employer. During the first four (4) months of employment, each new employee shall be on probation and will receive a written evaluation within three (3) months of employment. The decision whether to retain or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Sections 15 and 16 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. Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of management, subject however, to discharge of employees on grounds of alleged incompetence being processed under Sections 15 and 16 of this Collective Agreement, providing that such employees have been employed by the Employer four (4) months or more. The Parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.
- 5.02** The exercise of the foregoing shall not alter any of the specific provisions of this Agreement.
- 5.03** Subject to exclusions in Section 1 of this Agreement, all work in the handling and selling of merchandise in the Store shall be performed only by employees who are in the bargaining unit, with the following exceptions:
- (a) Excluded personnel as listed in Section 1.01 and Head Office personnel;
 - (b) Suppliers' representatives may handle their own merchandise items in-store only under the following circumstances:
 - i) items must be stocked on a rack;
 - ii) items cannot be pre-ordered;
 - iii) orders cannot be drop-shipped;
 - iv) the supplier or the representative must own the rack; and
 - v) the product is not normally carried by Urban Fare.
 - (c) Special personnel assisting prior to opening and during major remodeling;

- (d) Suppliers' representatives may remove their own Company's off-code product unsuitable for sale from shelves or display cases by checking code dates of products on store shelves;
- (e) In the event 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;
- (f) Suppliers' representatives may erect and initially stock in-store displays (including product) for non-traditional products only; and
- (g) Demonstrators;
- (h) Cooking classes, food and beverage tastings and similar events.

Vendors and sales representatives shall be identified by a badge or name tag supplied by the Employer.

When there is a violation of this sub-section, 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 following a written warning or from the date of the last fine, the Employer shall be entitled to another written warning from the Union.

Where the Employer has been fined, such fine is to be dispatched to BG Benefit Administrators who will notify the Union of receipt of such fine and the particulars in respect to which violation the fine was paid. BG Benefit Administrators will deposit the monies into the UFCW Industry Pension Plan.

SECTION 6 – Hours of Work

- 6.01 The Employer reserves the right to schedule hours of operation, employee hours of work, rest periods, meal periods and overtime work, subject to the provisions set out in this section.
- 6.02 The basic workweek shall be forty (40) hours, consisting of five (5) eight (8) hour shifts. Sunday shall be considered the first day of work for the basic workweek.

6.03 **Posting of Schedules**

- (1) Weekly work schedules will be posted on Monday thirteen (13) days prior to the workweek.
- (2) The Employer is required to make reasonable effort to verbally advise individual employees of the changes to the work schedule once it has been posted.

An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery or other instances of force majeure. In all other cases, at least twenty-four (24) hours' notice of any change must be given or four (4) additional hours' pay given in lieu of notice. A student must be notified on the day before of any change to his or her schedule or be given an additional two (2) hours' pay if the schedule is changed for a school day and four (4) hours' pay if the schedule is changed for a non-school day. These notice provisions do not apply where the Employer requests an employee and the employee volunteers to work additional hours not already scheduled.

6.04 **Requested Time Off**

Employees requesting and who are granted R.T.O. prior to posting of the work schedule, shall not have their hours of work for the week reduced as a result of the granting of the request. Employees shall exercise their seniority on those days that they are available. 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.

6.05 **Meal Periods**

Meal periods shall be one half ($\frac{1}{2}$) hour unless a longer time is mutually agreed upon. Part-time employees working over five (5) hours but less than eight (8) hours shall be entitled to a thirty (30) minute meal period.

6.06 **Rest Periods**

All employees shall be entitled to one (1) fifteen (15) minute rest period for each work period of three (3) hours. If the employee is entitled to a meal period, one (1) rest period will be granted before and one (1) after the meal period. Rest periods shall not begin until one (1) hour after the commencement of work or the end of a meal period. Rest periods shall not begin less than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

6.07 **Overtime Pay**

All time worked in excess of the basic workweek, as defined in Section 5.02 shall be paid at the rate of time and one half ($1\frac{1}{2}$) the regular rate for hours worked in excess of eight (8) in a day and at twice the regular rate for all hours worked in excess of eleven (11) in a day. Compensating time off shall not be given in lieu of overtime pay. Employees shall be paid time and one half the regular rate for all hours worked after their 5th work day in a week.

Time worked after 6:30 p.m. on Christmas Eve shall be paid at twice the regular 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 the employee has a valid reason. Such refusal shall be accepted provided there is another employee on the shift when overtime is required who is prepared to work the overtime and has the ability to perform the work required.

6.08 Interval Between Shifts

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

6.09 Minimum Hours

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

The above regulations apply to students who work on a day, which is not a school day. A student who is called for work on a school day must work a minimum of two (2) hours or be paid for two (2) hours. A student who is called for work on a school day and upon reporting for work finds that his or her services are not required shall receive two (2) hours pay.

6.10 Recording Hours of Work

The Employer shall provide a sign-in form or an electronic time recording process to enable employees to record their hours of work for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods. Employees who fail to record all time worked in the manner required by this subsection shall, upon complaint of the Union, be disciplined as follows:

- 1st violation
 - written warning
- 2nd violation
 - one (1) week suspension without pay
- 3rd violation
 - two (2) weeks suspension without pay
- 4th violation
 - termination of employment.

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

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

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

6.11 Restriction of Availability

An employee who works less than the basic workweek and restricts his or her availability shall sign a form so advising the Employer. An employee shall not be entitled to fill out such a form more than three (3) times per calendar year. A copy of the form shall be sent to the Union at the time the form is completed. Such employee shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. A change or lifting of restriction(s) shall be reflected on the next posted schedule.

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.

Employees who restrict under this provision may restrict the day(s) of the week and/or the time(s) of day they are available, subject to the Employer's agreement.

Further, the Employer agrees not to schedule students while they are attending classes.

It is agreed that restrictions below sixteen (16) hours per week shall be red-circled for a period of one (1) year from date of this newly ratified Collective Agreement.

6.12 Restriction Requests

Employees may request (on a prescribed form) not to be scheduled specific days of the week and/or times of a day.

When employees make such requests they shall not be unreasonably denied by the Employer. The Employer agrees that they shall adjudicate such requests fairly, equitably and without favoritism.

If the request is granted it is understood the employee may receive fewer hours than the employee would have received had the employee been fully available. However this shall only be the case where it is not reasonably possible to grant the request without such a reduction in hours.

The parties agree that this request process shall be reviewed on a quarterly basis in conjunction with the quarterly Grid Movement meetings described in Section 9(c).

Any disputes arising from individual employee requests or from the overall application of the language under this section shall be referred to the Troubleshooter for resolve.

6.13 Call-Ins

Where it is necessary to call in additional employees to replace employees absent due to sickness or accident, the Employer shall contact available employees (subject to their restrictions) to work additional hours, in order of seniority, consistent with Section 13.01.

6.14 Consecutive Days of Work

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

SECTION 7 – Statutory Holidays

7.01 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.

Average hours worked in four (4) weeks preceding the week in which the holiday occurs:

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 thirty-nine (39) 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 (1-1/2) 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 pay for a statutory holiday while on Workers' Compensation or sick leave, the maximum amount of pay the employee will receive from such sources for any

particular day shall not be more than one hundred percent (100%) of the employee's normal daily pay.

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

SECTION 8 – Classification of Employees

8.01 Classifications/Duties

Food Store Clerk

– To perform duties assigned in the following departments: Front-End; Produce; Floral; Meat/Seafood; Bakery; Grocery (including Natural Foods and sub departments) and Deli (including the Cheese, Pasta & Olive Bar).

Pharmacy Assistant

– To perform assigned duties within the Pharmacy department.

Guest Services

– To perform duties assigned in the Guest Services department but shall not perform duties in other classifications (except for Section 8.02).

Cooks

– To perform duties assigned in the Restaurant and Coffee Bar.

Food Service Worker

– To perform duties assigned in the Restaurant and Coffee Bar.

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

8.03 Credit for Previous Experience

The Employer will classify new employees according to previous relevant experience on the following basis:

- (a) Relevant experience gained within one (1) year prior to date of hire may receive credit for fifty percent (50%) of their previous experience to a maximum credit of twelve (12) months' (i.e. 2,080 hours) credit for previous experience.
- (b) Relevant experience gained more than one (1) year prior to date of hire may receive credit for fifty percent (50%) of their previous experience up to a maximum of six (6) months' (i.e. 1,040 hours) credit for previous experience.

No previous experience will be considered unless the employee on his or her Application for Employment form has stated it. New employees having previous comparable experience may

be paid at a lower scale of wage than 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, then after the forty-five (45) day period they shall receive any difference between the evaluation rate paid and the rate for which their experience qualifies them retroactive to the date their employment started, and shall receive written notification showing the credit granted for previous experience.

8.04 Clerical Duties

The following duties shall be considered **Food Clerk** duties:

- Cash Office
- Payroll
- Price Changes
- SOM/UF Card Maintenance
- Books/Magazines

Within thirty (30) days of ratification the Employer shall post a list of employees currently ranked in the above Off-till duties. The parties shall confirm these lists within thirty (30) days of the list being posted. Any disputes shall be referred to the Troubleshooter.

An in-store posting system shall be used to fill vacant hours within the above duties. These vacancies shall be posted for a minimum of seven (7) days and awarded to the most senior Front End Food Store Clerk. All successful applicants are subject to an appropriate Training and Trial period.

The Employer shall assign **clerical** duties by rank. An employee cannot receive more hours, as a result of their ranking, in their classification than their seniority allows. In the event an employee receives more hours as a result of **clerical** duties, a posting must be posted to rectify the situation.

Employees who transfer or post to another Store or Department are considered to have relinquished their **clerical** duties.

Clerical duties list shall be maintained by the Store and shared with the Union upon request.

8.05 Lump Sum

Effective SAR, active Grid A Foodstore Clerk employees shall receive the follow lump sum amounts:

Fulltime	\$1350.00
24+ hours per week	\$1200.00
16+ hours per week	\$650.00
8+ hours per week	\$325.00

Effective the first Sunday of April 2016 active pre-ratification 2015 Grid A Foodstore Clerk employees shall receive the following lump sum amounts:

Fulltime	\$500.00
24+ hours per week	\$300.00

16+ hours per week	\$200.00
8+ hours per week	\$100.00

SECTION 9 – Wages

9.01 The Employer agrees to pay all employees covered by the terms of this Agreement not less than the following schedule of wages during such time, as this Agreement is in force, effective on dates as shown.

9.02 Wage Increases

Effective SAR 2015, there shall be no further movement of employees to Grid A Foodstore Clerk. Current Grid A Foodstore Clerk employees shall remain on their existing pay grid. All other employees shall be placed at the next highest rate on the 2015 wage scale and will progress up the scale after working 520 hours, and each 520 hours thereafter, subject to the wage rate formula.

Foodstore Clerk

Effective SAR, Grid C and Grid B Foodstore Clerk employees shall be placed at the next highest rate on the 2015 wage scale and will progress up the scale after working 520 hours, and each 520 hours thereafter, subject to the following wage rate formula:

Start Rate to a maximum of \$16.00	75% of FSC worked hours
\$16.50 to a maximum of \$19.00	25% of FSC worked hours

Existing pre-ratification 2015 Grid B Foodstore Clerk employees shall be placed at the next highest rate on the 2015 wage scale and will progress up the scale after working 520 hours, and each 520 hours thereafter, to a maximum rate of nineteen dollars (\$19.00).

These worked hours calculations (wage rate formula) are based on the existing Grid movement calculations.

Pre-ratification 2015 Grid A Foodstore Clerk employees shall receive offscale rate increases as follows:

First Sunday of April 2017	\$0.15
First Sunday of April 2018	\$0.20

Guest Services Clerk

Effective SAR Guest Services Clerk employees shall be placed at the next highest rate on the 2015 wage scale and will progress up the scale after working 520 hours, and each 520 hours thereafter, to a maximum rate of nineteen dollars (\$19.00).

Foodservice Worker

Effective SAR Foodservice Worker employees shall be placed at the next highest rate on the 2015 wage scale and will progress up the scale after working 520 hours, and each 520 hours thereafter, to a maximum rate of fourteen dollars (\$14.00).

Cook

Effective SAR Cook employees shall be placed at the next highest rate on the 2015 wage scale and will progress up the scale after working 520 hours, and each 520 hours thereafter, to a maximum rate of sixteen dollars fifty cents (\$16.50).

Supervisor and Management Trainee

Supervisor and Management Trainee rates of pay shall be included in the collective agreement.

9.03 In Charge Premium

A person, designated by the Employer, to lock up, or designated to be in charge during the absence of a manager will receive a premium of \$1.25 per hour for each hour worked in this capacity

SCHEDULE OF WAGES

Grid A Food Store Clerk (Hired AFTER Ratification 2004 and PRIOR TO Ratification 2010)

Hours	Apr. 6, 2014
0 - 520	\$15.30
521 – 1040	\$15.35
1041 – 1560	\$15.40
1561 – 2080	\$15.50
2081 - 2600	\$16.00
2601 - 3120	\$16.50
3121 – 3640	\$17.00
3641 – 4160	\$17.50
4161 – 4680	\$18.00
4681 – 5200	\$18.50
5201 – 5720	\$19.00
5721 – 6240	\$19.50
6241 +	\$24.30

Grid A Food Store Clerk (hired PRIOR TO Ratification 2004)

Hours	Apr. 6, 2014
0 - 520	15.30
521 – 1040	15.35
1041 – 1560	15.59
1561 – 2080	16.38
2081 - 2600	17.18
2601 - 3120	17.97
3121 – 3640	18.77
3641 – 4160	19.56
4161- 4680	20.36
4681 +	24.30

Grid A Pharmacy Assistant (hired AFTER Ratification 2004)

Hours	Apr. 6, 2014
0 - 520	14.30
521 – 1040	14.35
1041 – 1560	14.40
1561 – 2080	14.45
2081 - 2600	14.50
2601 - 3120	14.55
3121 – 3640	14.60
3641 – 4160	14.75
4161 – 4680	15.00
4681 – 5200	15.25
5201 – 5720	15.50
5721 – 6240	15.75
6241 +	19.83

2015 Wage Scale

			Guest Services	Food Service	Food Store	Cook	Pharm
0	520	\$11.00		100%	75%		
521	1040	\$11.05		100%	75%		
1041	1560	\$11.10		100%	75%		
1561	2080	\$11.15		100%	75%		
2081	2600	\$11.45		100%	75%		
2601	3120	\$11.50		100%	75%		
3121	3640	\$11.55		100%	75%		
3641	4160	\$11.60		100%	75%		
4161	4680	\$12.10		100%	75%	100%	
4681	5200	\$12.15		100%	75%	100%	
5201	5720	\$12.20		100%	75%	100%	
5721	6240	\$12.25		100%	75%	100%	
6241	6760	\$12.75		100%	75%	100%	
6761	7280	\$12.80		100%	75%	100%	
7281	7800	\$12.85		100%	75%	100%	
7801	8320	\$12.90		100%	75%	100%	
8321	8840	\$13.40		100%	75%	100%	
8841	9360	\$13.45		100%	75%	100%	
9361	9880	\$13.50		100%	75%	100%	
9881	10400	\$14.00	100%	100%	75%	100%	
10401	10920	\$14.05	100%		75%	100%	
10921	11440	\$14.10	100%		75%	100%	
11441	11960	\$14.15	100%		75%	100%	
11961	12480	\$14.20	100%		75%	100%	100%
12481	13000	\$14.70	100%		75%	100%	100%
13001	13520	\$14.75	100%		75%	100%	100%
13521	14040	\$14.80	100%		75%	100%	100%
14041	14560	\$14.85	100%		75%	100%	100%
14561	15080	\$15.35	100%		75%	100%	100%
15081	15600	\$15.40	100%		75%	100%	100%
15601	16120	\$15.45	100%		75%	100%	100%
16121	16640	\$15.50	100%		75%	100%	100%
16641	17160	\$16.00	100%		75%	100%	100%
17161	17680	\$16.50	100%		25%	100%	100%
17681	18200	\$17.00	100%		25%		100%
18201	18720	\$17.50	100%		25%		100%
18721	19240	\$18.00	100%		25%		100%
19241	19760	\$18.50	100%		25%		100%
19761	20280	\$19.00	100%		25%		100%

Movement Between Pay Grids

Except for New Stores and Replacement Stores (Letters of Understanding #12 and #10 respectively), it is understood that 25% of the hours worked will be scheduled to employees in Pay Grid "A", 25% of the hours worked will be scheduled to employees in Pay Grid "B" and 50% of the hours worked will be scheduled to employees in Pay Grid "C".

- (a) When the hours scheduled in Pay Grid "A" fall below 25%, the Employer will promote the most senior employee paid under Pay Grid "B" to Pay Grid "A" to bring the hours back up to 25% provided that no more than fifty percent (50%) of hours scheduled in Pay Grid "A" shall be scheduled to employees classified as Food Store Clerks. Promoted employees from Pay Grid "B" will receive the next highest wage rate within Pay Grid "A" and progress through the wage schedule based on hours worked. For example, a Food Store Clerk earning \$13.25 per hour in Pay Grid "B", will move up to Pay Grid "A" at a rate of \$14.10 per hour and progress to \$14.50 after another 520 hours of work and so on. Employees in Supervisor positions as set out in Section 12.04 shall have their scheduled hours counted as Pay Grid "A" hours.
- (b) When the hours scheduled in Pay Grid "B" fall below 25%, the Employer will promote the most senior employee paid under Pay Grid "C" to Pay Grid "B" to bring the hours back up to 25% provided that no more than fifty percent (50%) of hours scheduled in Pay Grid "B" shall be scheduled to employees classified as Food Store Clerks. Promoted employees from Pay Grid "C" will receive the next highest wage rate within Pay Grid "B" and progress through the wage schedule based on hours worked. For example, a Food Store Clerk earning \$10.40 per hour in Pay Grid "C", will move up to Pay Grid "B" at a rate of \$10.95 per hour and progress to \$11.00 after another 520 hours of work and so on.
- (c) At the end of each quarter, i.e., February, May, August, November, the average hours scheduled in each Pay Grid will be reviewed to determine movement between the grids for the next quarter. In the event that the hours scheduled in Pay Grid "A" and/or "B" are more than 25%, the most junior employee(s) in the Grid will be moved down to the next Grid. It is agreed the practices established between the Employer and the Union at Cooper's Foods on managing the movement between pay grids shall be followed in this Agreement.
- (d) Notwithstanding point (c) above, where a Food Store Clerk Pay Grid "A" opportunity exists under point (c), that opportunity shall be posted under Section 14.01 (in accordance with Section 14.01(C) in a department determined by the Employer.
- (e) In the event the number of scheduled hours in the respective Pay Grid is below the required percentage and the most senior Pay Grid "B" or Pay Grid "C" employee is a Food Store Clerk but the promotion of the Food Store Clerk will cause the scheduled hours for Food Store Clerks to exceed the maximum percentages for Pay Grid "A" and Pay Grid "B" the Employer will create a job posting (in a department and classification determined by the Employer) to bring the hours back to the required percentage.
- (f) In the event Food Store Clerk scheduled hours exceed the maximum percentages for Pay Grid "A" and Pay Grid "B" the most junior Food Store Clerk in either Pay Grid will be moved down to the next Pay Grid.

An employee who moves to a higher paid classification and/or pay grid shall be paid the hourly rate of pay, which is immediately above his or her current hourly rate of pay and then progress up the new pay grid as the employee accumulates additional "experience hours".

An employee who moves to a lower paid classification shall be placed on the new pay grid based on the “experience hours” accumulated in the employee’s previous classification and then progress up the new pay grid as the employee accumulates additional “experience hours”.

“Experience Hours” are defined as hours worked by the employee, including time off for union business as set out in Section 18.

There shall be a regular weekly or bi-weekly payday and each employee shall be provided with an itemized statement of earnings and deductions for the pay period covered.

9.04 Jury Duty Pay

An employee summoned to Jury Duty or Witness Duty, where subpoenaed in a court of law, or where subpoenaed to an arbitration hearing or an LRB hearing by the Employer shall be paid wages amounting to the difference paid them for Jury or Witness service and the amount they would have earned had they worked on such days. Employees on Jury or Witness Duty shall furnish the Employer with such statements of earnings as the courts may supply.

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.

9.05 Staff Meetings

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

SECTION 10 – Benefit and Retirement Plan

10.01 Medical Services Plan (MSP)

In addition, effective the following month from date of ratification 2010, the Employer shall provide full-time employees with MSP benefits. Employees moving from part-time to full-time status shall qualify for MSP effective the month following the date they are made full-time.

Employee Benefit Plan

A. Benefit Contributions:

1. Dental and Extended Health Benefits (E.H.B.)

- **The Employer shall provide Dental and EHB benefits with contributions set at thirty-eight cents (\$0.38) per hour effective the first Employer fiscal period after ratification, 2015.**

2. Medical Services Plan (MSP), Weekly Indemnity (W.I.) Long Term Disability (L.T.D.); Life Insurance; and/or Accidental Death & Dismemberment (AD&D).

- **Effective Sunday after ratification (December 13, 2015) the Employer shall contribute thirty cents (\$0.30) per hour worked for the purposes of providing one or a combination of the above benefits.**

- 3. Any benefit costs over and above the foregoing will be borne by the employees.**
- 4. The Employer and Union Trustees shall oversee the implementation of the above benefits. Provincial Medical shall be administered by the Employer. The Employer and Union can mutually agree to enhance some benefits in point 2 above prior to 2020, provided that any costs above the stated Employer contributions are funded by employee contributions.**
- 5. The Employer and Union Trustees shall be responsible to establish eligibility and qualification requirements for the above plan(s).**

B. Direct Pay Prescription Drug Card:

The Employer agrees to provide a Direct Pay Prescription Drug Card for those employees who qualify for EHB. The card will be for use in pharmacies operated by the Employer.

- 10.02** Effective January 2, 2005, the Employer shall contribute on behalf of each employee, one percent (1%) of earnings for each calendar year of employment (based on the employee's years of service each January 1st) to a maximum of six percent (6%) contribution to the UFCW Industry Pension Plan Trust Fund (Trust). Contributions will be made to the Trust on or before the 15th day of each month for earnings paid in the previous month. Effective December 26, 2010, the Employer shall provide a supplementary pension contribution, on behalf of each employee, equal to 0.25% of earnings. **The Employer shall provide supplementary pension contribution, on behalf of each employee, as follows:**

Last Sunday of 2015	0.75%
Last Sunday of 2016	0.25%
Last Sunday of 2017	0.25%
Last Sunday of 2018	0.25%
Last Sunday of 2019	0.25%

Participation in the Trust will be through a separate Division. It is agreed and understood that the Union and the Employer will request the Trustees of the Plan to create such separate Division by allocating it to the liabilities for accrued benefits in respect of active and disabled employees subject to the collective agreement, and retired and terminated vested employees who were subject to the collective agreement at their retirement or termination, along with a pro-rata share of the assets of the Division of the Trust in which they currently participate. Such allocation to be carried out as of August 15, 1999 on terms and conditions to be established by the Trustees on the advice of the Plan actuary.

Employees who have transferred in from other banners under Letter of Understanding #2 who were members of the Trust immediately prior to the transfer shall continue to remit contributions to the Trust on the following basis:

<u>Age Last Birthday</u>	<u>Percentage</u>
Less than 30	Nil
30 or more but less than 40	1% of earnings
40 ore more but less than 50	2% of earnings
50 or more	4% of earnings

Employee contributions shall be made by payroll deductions and shall be remitted to the Trust along with Employer contributions. Changes in employee contributions shall be effective the Sunday following the date on which the employee becomes age 30, 40 and 50 respectively.

The Trust will ensure sufficient funds are set aside to provide employees who transfer under Letter of Understanding #1 with the same benefits as provided to employees covered by the Overweitea Division of the Trust. For each employee who is transferred under Letter of Understanding #1, the Employer shall contribute the following percentage of earnings, effective on the dates shown below:

December 31, 2000	4% of earnings
December 30, 2001	5% of earnings
March 30, 2003	6% of earnings

10.04 Sick Time

Full-time employees shall be entitled to two (2) sick days per calendar year, accumulated on the basis of one-half (1/2) day per quarter. Employees shall have the opportunity to **bank a maximum of six (6) sick days**. Paid sick days will be based on the employee's previous thirteen (13) week average hours worked.

10.05 Duty to Accommodate

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

Once an Accommodation is established, a Form D shall be signed by the parties and the accommodated employee.

In the event there is a dispute between the parties regarding the details of an Accommodation, the parties agree that **David McPhillips** has the required jurisdiction to mediate the matter and in the absence of a mediated settlement, will order a final and binding decision. Upon mutual agreement, the parties can agree to use a different arbitrator.

SECTION 11 – Vacations

11.01 The date for determining an employee's vacation entitlement in a calendar year shall be January 1 of that calendar year. Employees who have completed less than one (1) year of continuous service with the Employer as of January 1 shall have their vacation entitlement pro-rated for that calendar year. Employees with the corresponding continuous years of employment with the Employer as a full-time employee will be entitled to the following paid vacation:

	Entitlement to Paid Vacation
One (1) or more years	2 weeks
Five (5) or more years	3 weeks
Eight (8) or more years	4 weeks
Thirteen (13) or more years	5 weeks
Eighteen (18) or more years	6 weeks
Twenty-three (23) or more years	7 weeks

11.02 Part-time employees shall be entitled to vacation time off and vacation pay as set out in the *Employment Standards Act of B.C.*

A part-time employee proceeding to full-time employment will be credited with the number of hours worked during the employee's continuous service with the Employer as a part-time employee, provided the employee's service is continuous from part-time to full-time. The number of hours worked will be divided by two thousand and eighty (2,080) to determine the number of continuous years of employment.

11.03 Vacation time off will be scheduled according to the employee's continuous years of employment with the Employer in this bargaining unit under the terms of this Collective Agreement. Employees must take the vacation time to which they are entitled and cannot receive vacation pay in lieu of vacation time off.

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

When a statutory holiday occurs during a part-time employee's vacation time off the part-time employee will be granted a day off in lieu, either before, after the vacation time off, or as agreed between the employee and store management.

11.05 The first eighteen (18) weeks of pregnancy leave shall count for vacation purposes for accumulating time only towards vacation entitlement (see Section 11.09). Leaves of absence for Union business relating to conventions and in the case of work in the Union office shall count for the purposes of vacations for a period of twelve (12) months.

SECTION 12 – Leaves of Absence

12.01 Leaves of Absence

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

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

Employees who are granted leave under this provision shall accumulate seniority.

12.02 Self-funded Leave

Employees shall be able to arrange a pre-determined and approved leave of absence for up to twelve (12) months' duration. The leave of absence will be funded by regular payroll deduction to their bank account, which may be then used to fund the leave.

12.03 One Year Leave

Upon three (3) months notice all employees shall be entitled to a one (1) year unpaid Leave of Absence after five (5) years of continuous service on the following conditions:

- (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 notice 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.)

12.04 Educational Leave

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

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 Store Manager. 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, see Section **12.07.**)

- (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.

12.05 Take-A-Break Leave (T.A.B.)

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

- (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 Leave of Absence will be granted to all employees provided there is another available employee in the store who is capable of doing the work required.
- (c) Employees on Take-A-Break Leave shall, if they wish to maintain coverage and entitlement, pay the full contribution amount of the Health and Welfare premiums.
- (d) Scheduled vacation time shall take precedence over the granting of Take-A-Break leave of absence.
- (e) Employees on a Take-A-Break Leave shall accumulate seniority.
- (f) Employees may take single or multiple day Take-A-Break leave (i.e., less than one [1] week in length) provided the cumulative total days where a Take-A-Break leave is taken does not exceed one hundred and twenty (120) calendar days per calendar year. It is understood that each day of Take-A-Break leave per week reduces the basic workweek by one (1) day.
- (g) The Store Manager may approve or deny requests for Take-A-Break leaves. Such requests will be considered with all other sections of the Collective Bargaining Agreement.
- (h) Employees may return to work earlier than the scheduled end of the leave provided they give their Store Manager one (1) month's notice of their early return to work date.

12.06 Employees may pyramid leaves. For example, an employee may start with a one hundred and twenty (120) day Take-A-Break Leave, then take a one (1) year Leave of Absence, then take a one (1) year Educational Leave and then take another one hundred and twenty (120) day Take-A-Break Leave, thereby taking two (2) years and eight (8) months off consecutively. There is no requirement to return to work between leaves.

12.07 Conflict of Interest

It is agreed that the term "competitor" raised in Section 11.03 (d) and 11.04 (f) of this Collective Agreement shall mean any food and/or drug retail establishment. An employee working for a competitor as defined herein may be placed in a conflict of interest with their

ongoing employment with the Employer, regardless whether the employee is on an approved leave or continues to work for the Employer.

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

A conflict of interest includes an obligation in a relationship with any person or organization which competes or does business with the Employer that could affect the employee's judgment in fulfilling his or her responsibilities to the Employer or which could affect the Employer's business interests.

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

12.08 Funeral Leave

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

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

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

12.09 Pregnancy Leave

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

- (6) An employee requesting a shorter period than six (6) weeks after the actual birth to return to work must provide written notice to the Employer of not less than one (1) week before the date the employee proposes to return to work, and if required by the Employer, be accompanied by a physicians medical certificate stating the employee is able to return to work.
- (7) Benefit entitlement for the above leaves shall be as required by the *Employment Standards Act*.

12.10 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 11.09 - up to thirty five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section 11.09.
 - b. For a birth mother who does not take a leave under Section 11.09 in relation to the birth of a child - up to thirty seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks after that event.
 - c. for a birth father - up to thirty seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks of that event.
 - d. for an adopting parent - up to thirty seven (37) weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- (2) If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection 1 above.
- (3) The employee is required to give the employer four (4) weeks advance notice in writing of their intent to take a leave under subsection 1 (a)(b) or (c). The employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) Benefit entitlement for the above leaves shall be as required in the *Employment Standards Act*.

12.11 Military Leave

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

SECTION 13 – Seniority

- 13.01** Seniority shall mean length of continuous service with this Employer in the Province of BC within the employee's current Contract Area.

The seniority list will be prepared no later than thirty (30) days after New Store openings, showing the seniority of the various employees, which shall become the seniority list. Seniority lists shall be updated and reposted every six (6) months thereafter.

Where two (2) or more employees commence work on the same day and in the same classification, their seniority ranking will be determined at the end of thirty (30) days.

Employees who are transferred from British Columbia Save-On-Foods or Overwaitea Foods banners to a newly opened or existing Urban Fare store to replace a Supervisory position shall be deemed to have "continuous service with the Employer" for the purpose of seniority.

- 13.02** Once an employee has attained full-time status the employee shall be scheduled to work five (5), eight (8) hours shifts per week, subject to Letter of Understanding #6. **All references in regards to Accumulated Time Off (A.T.O.) shall pertain to pre-2015 Grid A Employees only.**

Full-time employees that gained full-time through the full-time job posting process, who restrict themselves to part-time, or are reduced by the Employer to part-time, will be returned to their former full-time status as full-time positions become available.

Employees that were made full-time outside the full-time job posting process, who restrict themselves to part-time or are reduced by the Employer to part-time, are required to regain their full-time status through the full-time job posting process in Section 14.

13.03 **Layoff and Recall**

Seniority as defined in Section **13.01** above shall govern in cases of layoffs and recall, provided the employee has the ability to perform the work required.

Employees laid off in accordance with the above provisions may be recalled, provided no more than six (6) months has elapsed since the last day worked by the employee.

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

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

- 13.04 a)** The following positions shall be considered Supervisor positions:

Deli Supervisor
Produce Supervisor
Management Trainee

Bakery Supervisor
Meat/Fish Supervisor

The Employer may elect to keep a Supervisor position vacant and transfer management responsibilities to another Supervisor position or excluded management position. There may be a maximum of two (2) Management Trainee positions if there is only one Operations Manager.

One senior full-time Food Store Clerk position may be designated as a "Front-End Supervisor."

There shall be no claim against an employee's hours of work within the employee's classification and department as long as the employee holds a Supervisor position.

b) Consistent with discussions during bargaining 2015, effective SAR (December 13, 2015) the following management structure shall be phased in:

- 1. Supervisors and Management Trainees shall be permitted to perform any duties within the store. The Employer will phase in these changes as not to impact current incumbents due to the implementation of the new structure.**
- 2. Hours worked by Supervisors or Management Trainees shall not impact non-key personnel employees' hours, nor will they be subject to claim.**
- 3. Employees promoted to these positions shall be paid an hourly wage rate of \$24.00 for Supervisors and \$22.00 for Management Trainees. It is not the intent of the parties to reduce an employee's rate of pay as a result of being promoted to a Supervisor or Management Trainee position. These wage rates shall be reviewed by the Union and Employer on an annual basis.**
- 4. Employees in Supervisor and Management Trainee positions shall average 40 hours per week and shall be considered management under the Employment Standards Act and thereby exempt from overtime requirements. All hours worked will be recorded and tracked; any hours in excess of an average of 40 hours per week banked and taken off in lieu of overtime pay.**
- 5. Incumbent Department Supervisors and Management Trainees, subject to step-down or demotion, shall remain red-circled in their existing positions and shall not have their wage reduced as a result of the above management structure changes.**
- 6. An incumbent Department Supervisor and Management Trainee shall not be reduced in Wage or Benefit coverage as a result of the new management structure. Incumbents shall be eligible to receive the same Lump Sum and off-scale wage increases as provided to Foodstore Clerk Grid A employees.**
- 7. The Employer and Union shall meet on a regular basis to discuss any issues arising out of management structure on a store by store basis and work towards a solution that aligns with the interests shared during our discussions in bargaining and that supports the business plan.**

c) Employees promoted to Supervisor, from within Urban Fare, who either step down or are demoted from the positions outlined in this Subsection shall be permitted to return to their previous classification with full seniority, subject to an assessment of the hours impact on other employees.

Employees transferred into Urban Fare under Section 12.01 who either step down or are demoted from the positions outlined in this Subsection shall be placed within Urban Fare with full seniority if a "40 in/40 out" scenario is present around the time of the step down or demotion, otherwise the employee will be placed within Urban Fare with their Urban Fare seniority date.

This step down and demotion process shall be managed jointly by the Employer and the Union.

13.05 Chocolatier

The Employer shall have the option of instituting a Chocolatier position within store #7618 only. The Chocolatier is limited to performing Chocolate department duties only. There shall be no claim against an employee's hours of work as long as the employee holds a Chocolatier position. In the Chocolatier's absence, all work shall be assigned to Grocery Food Store Clerks.

SECTION 14 – Scheduling Hours of Work

14.01 Hours of work shall be scheduled by classification within a department within a store. Senior employees in a classification shall be scheduled at least as many hours as junior employees in their classification and department within each weekly work schedule. Hours of work outside of an employee's classification and department as described in Section 8.01 and 8.02 shall not be subject to claim by other employees.

14.02 Flat Scheduling

There will be no flat scheduling.

SECTION 15 – Vacancy Posting

15.01 A full-time vacancy shall exist if the minimum full-time percentage set out in Letter of Understanding #5 is not being achieved under the terms of that Letter. Further, it is agreed that should the Employer decide to exceed the minimum full-time percentage, the promotion of a part-time employee to full-time status shall be considered a full-time vacancy under this subsection.

All vacancies shall be posted and filled as set out below. All employees are eligible to apply for posted vacancies.

A. When a Pharmacy Assistant position is posted the senior applicant must possess the required qualifications and ability to perform the normal duties of the job.

- B. When a Cook 1 position is posted, employees classified as Cook 2 will be given first consideration, by seniority, for the vacancy provided they possess the ability to perform the normal duties of the job.
- C. For Food Store Clerk postings and positions the senior applicant will be awarded the posting and must be available for shifts as required by the Employer. These shifts may be subject to change based upon operational needs. The Employer will continue to consider an employee's request under Section 5.12.
- D. All other vacancies shall be awarded by seniority, provided the senior applicant has the ability to perform the normal duties of the job.

The job posting shall contain the following information:

- (i) the classification;
- (ii) an outline of the duties and qualifications;
- (iii) the closing date of the position; and
- (iv) the effective date of the position.

15.02 Each vacancy posting **notice** shall be posted **electronically and in-store** for a minimum of five (5) days. **Electronic** applications shall be accepted by the employer up to and including the closing date.

15.03 In filling a posted vacancy under Section 14.01(A), seniority shall be the determining factor provided the applicant has the ability to perform the normal duties of the job and required qualifications. In filling a posted vacancy under Section 14.01 (B), (C), or (D), seniority shall be the determining factor provided the applicant has the ability to perform the normal duties of the job.

“Required qualifications” means successful completion of a recognized educational program and possession of any required educational or vocational certificates and professional licenses.

“Ability to perform the normal duties of the job” means the ability to competently perform the normal requirements of the job following an appropriate familiarization period or an appropriate training and trial period. The Employer may not curtail the training or trial period without just cause before it has run its normal course.

15.04 The name of the successful applicant along with their seniority date will be posted within fifteen (15) days of the original posting. The Employer will forward a copy to the Union.

15.05 The successful applicant shall not be eligible to apply for another posting for a period of one (1) year from the effective date of the job posting.

15.06 Fifty percent (50%) of the non-supervisory full-time positions in a New Store shall be posted and made available to employees in existing Urban Fare stores.

SECTION 16 – Grievance Procedure

- 16.01** Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance.
- 16.02** Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union representative or representatives and the Employer representative or representatives shall meet and in good faith shall earnestly endeavor to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 16 of this Agreement.
- 16.03** Grievances involving the dismissal or layoff of an employee must be submitted to the Employer within ten (10) working days from the date of dismissal or layoff or be waived by the aggrieved party.
- 16.04** Any employee alleging wrongful dismissal may place his allegation before the Union representative and, if the Union representative considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement.
- 16.05** The Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union.

SECTION 17 – Arbitration

- 17.01** The Board of Arbitration shall be composed of a single arbitrator. (The parties may, by mutual consent, agree upon a three [3] person board of arbitration).
- 17.02** Within thirty (30) days of the appointment, the Arbitrator shall hear the matter in dispute and shall render a decision within fourteen (14) days of completing the hearing. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.
- 17.03** Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue.
- 17.04** In reaching its decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions.
- 17.05** The findings and decision of the Arbitrator shall be binding and enforceable on all parties.
- 17.06** Troubleshooter

A list of arbitrators as agreed by the parties shall be scheduled on a rotating basis to conduct expedited hearings each month on the following basis:

1. Either party may refer grievances to this process upon providing the other party with three weeks notice of a grievance being referred.
2. Only grievances where the parties have shared all relevant information regarding the grievance, and all reliance documents and facts have been exchanged, shall be referred. The parties agree that disclosure of information and documents will take place in a timely manner.
3. New evidence, including facts or documents, may be introduced after the referral is made only where disclosure of this new evidence was not possible prior to the referral. In such cases, the party that is introducing the new evidence shall provide immediate disclosure to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow a fair opportunity for analysis and reply.
4. Interpretation grievances or grievances regarding the discharge of employees shall not be referred to this process unless mutually agreed by both parties.
5. Decisions of the Troubleshooter shall be in writing but shall be without prejudice, non-precedent setting and shall not be publicly communicated outside the store.
6. Legal counsel shall not be used by either party.
7. The parties shall develop other procedures or guidelines as necessary.

SECTION 18 – Miscellaneous

18.01 Union Decal

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

18.02 Wearing Apparel

The Employer shall make available a smock or apron to each employee. Hairnets will be supplied by the Employer and must be worn by employees whenever working with open food. Employees are required to supply their own safety footwear.

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

18.03 Tools and Equipment

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

18.04 Charitable Donations

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

18.05 Time Off to Vote

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

18.06 Polygraph Tests

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

18.07 Information

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

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

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

18.08 Intimidation

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

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

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

18.09 Picket Lines

The Employer agrees that in the event of a legal picket line of another trade Union being in existence at the Store covered by this Agreement, the Employer will in no way require or force members to report to work behind such a picket line. Nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at his or her place of work.

18.10 Employee's Personnel File

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

18.11 No Discrimination

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

18.12 Bulletin Boards

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

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

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

18.13 Physical Examinations

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

18.14 Cash Shortages

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

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

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

18.15 Harassment and Discrimination

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

18.16 Health and Safety Committee

The Employer agrees to maintain a Health and Safety Committee. The Committee shall function in accordance with the Workers' Compensation Board Health and Safety Regulations. **The Committee shall consist of a minimum four (4) members including a Worker Co-chair, a Worker Representative, an Employer Co-chair, and another representative who is mutually selected by the two Co-chairs. Additional members above the minimum shall be mutually selected by the Co-chairs.**

Members of the bargaining unit shall be elected by Bargaining Unit members in the store or shall be appointed by the Union to the Health and Safety Committee.

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

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

18.17 Changes in Work Operation

Where the Employer introduces or intends to introduce a change in the method, style, or concept of the Employer's operation and, should these changes have an adverse effect on the employees' wage rates or scheduled hours of work, the Employer and the Union shall meet and determine a reasonable solution that will minimize or eliminate the adverse affect on affected employees. The parties acknowledge that non-prejudicial amendments to the Collective Agreement may be required. If agreement on a reasonable solution cannot be reached, the matter shall be referred to the expedited arbitration process. In arbitrating the effect of the change on the employee(s), with regard to rate of pay or hours of work, the Arbitrator may accept the Employer's position, the Union's position, or fashion an alternate "reasonable solution" which is based upon the positions of the two parties.

18.18 Sous Chefs

Sous Chefs shall be limited to working in the Restaurant department (which shall include the Capp Bar(s)).

18.19 Video Surveillance

Video surveillance has become a valuable resource for the protection of the Employer's assets and assuring the safety of its employees. This type of surveillance has proven to be a major deterrent to criminals and we will never know how many thefts and robberies have been prevented. Unfortunately, it is sometimes our own employees who are observed committing criminal acts in our stores.

Should the Employer choose to use video cameras, they shall do so within the confines of the law.

SECTION 19 – Time Off for Union Business - Union Representation

19.01 The Employer agrees that employees chosen to attend to Union business in connection with conventions, conferences, seminars or Union negotiations shall be given time off up to seven (7) days according to the following formula:

- (a) Not more than one (1) employee from the Store.

The Union shall notify the Employer at least three (3) weeks in advance of the commencement of all such leaves of absence.

19.02 Upon at least three (3) weeks' notice the Employer shall grant a leave of absence, for purposes of Union business, to two (2) employees on the following basis:

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

19.03 Provincial Conferences

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

- (a) One (1) employee from the Store of the Employer shall be granted time off.
- (b) One hundred (100) or more employees in the store – two (2) employees will be granted time off.

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

19.04 The Employer will bill the Union and the Union will reimburse the Employer for wages and benefits paid to the employee during leaves set out in 18.01, 18.02 and 18.03.

19.05 Visits of Union Representatives

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

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

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

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

19.06 Shop Stewards Recognition

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

The Employer agrees to recognize Shop Stewards and Alternate Shop Stewards for the 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 cards for signature.

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice shall be present when a member of the Bargaining Unit:

- (i) Is given a reprimand, which is to be entered on the employee's personnel file.
- (ii) Is suspended or discharged.

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 shall have the right to a witness. 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 17.08, the interview may be temporarily suspended so that the employee may call in a witness. Any witness used by the employee in the above situations will be the Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice in the store at the time the interview is being held. It is understood the witness is an observer and not a participant.

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.

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

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

1. Where there are less than fifty (50) employees in a store a minimum of one (1) Shop Steward.
2. In stores where there are fifty (50) or more employees in the store, two (2) Shop Stewards and one (1) additional Shop Steward for every fifty (50) employees thereafter.
3. Alternate Shop Stewards will be recognized in the store when the Shop Steward is absent. The Union shall inform the Employer in writing of the Alternate Shop Stewards.

The Employer and the Union agree that Shop Stewards play a useful role in Employer-Employee relations. The Employer agrees to provide the Union with two (2) weeks notice, in writing, of a transfer of a Shop Steward to another store within the bargaining unit. It is further

agreed that Shop Stewards will only be transferred for grounds which are fair and reasonable and only by written mutual agreement between the Shop Steward and the Employer.

(NOTE: The parties have agreed to refer this issue (Shop Steward Recognition) to another forum already commenced between the Employer and Union. The parties agree that Urban Fare shall adopt any changes as agreed in that forum.)

19.07 Growing Our Future

Purpose

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

Guiding Principles

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

Shared Goals

Economic Security

- **Sustainable growth is critical to allow OFG to grow profitably for the benefit of all**
- **Educating all employees that working together is critical for the future success and growth of the organizations**
- **Working to provide the opportunity for everyone to make a living wage**

Quality Relationships

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

Desirable Workplace

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

Scope

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

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

Suggested Topics FOR Discussion:

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

Topics NOT for Discussion:

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

Meeting Structure

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

- **Meetings shall be held in every store on the second Tuesday or Wednesday of every month.**
- **Shop Stewards and Store Management will be scheduled to attend the meetings**
- **Schedule members from various departments to attend meetings on a rotating basis to increase exposure of the process to all people in the store**
- **Guests/Observers who volunteer to attend will be scheduled whenever possible to encourage employee participation**
- **Union Representatives/LR Specialists are invited to attend the meetings**
- **Responsibility for chairing meetings is to alternate each meeting between the Union and Management (all participants will be encouraged to take a turn as the chair)**
- **Follow up and follow through on commitments in a timely and respectful manner**
- **Meeting minutes are to be taken, agreed to and signed off by a Shop Steward and Management and then submitted to UFCW 1518 and OFG Head Office by the end of the following business day**

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

Communication

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

- Discussion on topics from the meeting should be followed up on in between meeting dates to ensure there is communication and follow up between the parties.
- Throughout the process participants are to hold each other accountable to the Shared Values and Goals by communicating concerns in this process

Roll-Out

- A representative from both OFG and UFCW 1518 will be responsible for providing support and guidance in the roll-out of this process. This will include an initial orientation to the meeting structure, and this team will continue to be a resource to any store that requires assistance (i.e. 6 months -12 months).
- These representatives will review the monthly meeting minutes and follow up with specific stores if there are any questions or concerns that need to be addressed.
- After the initial roll-out of the Growing Our Future Meetings, further meetings will be held with Shop Stewards and Management to discuss the importance of all participants to sign off on the Values and Goals at store level

SECTION 20 – Expiration and Renewal

20.01 This Agreement shall be for the period from **April 1, 2015**, to and including **March 31, 2025**, and from year to year thereafter, subject to the right of either Party to the Agreement, within four (4) months immediately preceding **March 31, 2025**, or any subsequent anniversary date thereafter to:

- terminate this Agreement, in writing, effective **March 31, 2025**, or any subsequent anniversary thereof,
- 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:

- The Union gives notice of strike in compliance with the *Labour Relations Code* of British Columbia, or
- The Employer gives notice of lockout in compliance with the *Labour Relations Code* of British Columbia.

The operation of Section 50 (2)(3) of the *Labour Relations Code* of British Columbia is hereby excluded.

20.02 Bargaining Protocol

It is agreed that the Union shall within the four (4) months immediately preceding March 31, **2025**, only deliver notice pursuant to Section 19.01 of the Collective Agreement for employees within the Zone 1 Bargaining Unit. The Union and the Employer agree that amendments negotiated for employees within the Zone 1 Bargaining Unit shall apply to employees in the

Zone 2 Bargaining Unit. It is agreed that the Union shall not deliver notice pursuant to Section 19.01 for the Zone 2 Bargaining Unit at any time, in other words, stores in the Zone 2 Bargaining Unit will not be struck or locked out at any time during any Collective Bargaining to conclude a revision or renewal of this Agreement.

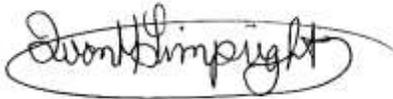
The remaining Bargaining Unit Zone shall be subject to all terms and conditions negotiated, subject to ratification by the membership.

The Employer agrees that in the event of a strike or lock-out no management exclusions from the "me too" bargaining unit may work in the struck or locked-out area.

SIGNED THIS _____ DAY OF November, 2017.

FOR THE UNION
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
OVERWAITEA FOOD GROUP



Ivan Limpright, President

LETTER OF UNDERSTANDING #1 – Employees Transferred from Other Banners

The Employer and the Union agree to facilitate the transfer of employees from the Save-On-Foods and Overwaitea Foods banners to provide employees at these other banners with employment opportunities and to provide the necessary experience to staff Urban Fare. The Employer retains full discretion on who will transfer to Urban Fare. An employee who is transferred under the terms of this Letter of Understanding shall retain the right to return to their previous position within one (1) year of the date of transfer.

LETTER OF UNDERSTANDING #2 – Joint Union Management Quarterly Reviews

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

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

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

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

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

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

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

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

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

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

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

LETTER OF UNDERSTANDING #3 – New Departments

The parties recognize that the hiring of persons or movement of existing Urban Fare employees to staff new or changed functions may create situations where seniority rights, rate of pay and other matters may need to be reviewed and resolved. The parties reserve the right to amend the Agreement during its life to resolve, on a mutually satisfactory basis, issues that may arise due to the introduction of a new department or changes to existing departments.

LETTER OF UNDERSTANDING #4 – Pharmacists

The parties agree that the status of Pharmacists' positions as they pertain to this Agreement will follow the determination made with regards to the Industry Agreement.

LETTER OF UNDERSTANDING #5 – Scheduling and Hours of Work

A minimum of twenty-five percent (25%) of non-supervisory bargaining unit hours will be assigned to full-time employees. All remaining bargaining unit hours will be assigned to part-time employees. Part-time employees shall be entitled to benefits of statutory declaration only, unless otherwise provided for under Section 9.

Vacancies shall be posted under the provisions set out in Section 14.01.

LETTER OF UNDERSTANDING #6 – Accumulated Time Off for Pre-Ratification 2015 Grid A Foodstore Clerks Only

All regular, full-time non-supervisory Food Store Clerk Grid “A” employees shall accumulate paid time off at the rate of four (4) hours for each basic workweek completed. Basic workweeks shall be those described in Section 5.02 and shall include time off due to Jury Duty (see: Section 8.02) and Funeral Leave (see: Section 11.08) and Statutory Holiday provided the employee has actual hours worked in the week. Paid Vacation shall also be included. Full-time status, for seniority purposes (see: Section 12.02) shall mean an employee who has worked thirty-six (36) hours per week during a thirteen (13) consecutive week period. Any re-scheduled statutory holiday will be scheduled with the employee’s day off or ATO day (see Section 6.01)

Days off with pay as a result of accumulated paid time off shall, in the week in which they are taken, be considered as hours of that basic workweek. When an employee has accumulated eight (8) hours, he or she shall receive a day off with pay scheduled by the Employer within the next four (4) weeks, such day to be combined with an employee’s regular day off when it does not interfere with the efficient operation of the store.

If an employee is chronically late and has been formally notified by management that further incidents of being late will result in loss of ATO , then ATO may be cancelled for that week.

Sunday can be considered as a “regular day off” for purposes of combining days off.

An employee who terminates or is terminated, or reverts or is reverted from full-time to part-time status, or who is promoted out of the jurisdiction of the Union, shall receive payment for any hours of paid time off accumulation that he or she is entitled to at the time of his or her termination or promotion out of the jurisdiction of the Union.

LETTER OF UNDERSTANDING #7 – Night Stocking

In the event that night stocking becomes necessary, the Parties shall meet to discuss its implementation.

LETTER OF UNDERSTANDING #8 – Future Jurisdiction

In the event that the Overwaitea Food Group decides to open additional Urban Fare retail stores within British Columbia, outside the scope of this Collective Agreement, the Employer will recognize the Union as the bargaining agent and will negotiate with the Union to develop a Collective Agreement that is appropriate for the proposed new store. Should a dispute arise as to the terms of the Collective Agreement, the items in dispute shall be referred to a final offer selection process.

LETTER OF UNDERSTANDING #9 – Health, Safety and Education Fund

The Employer agrees to contribute two cents (\$0.02) per hour worked by bargaining unit members, to the United Food and Commercial Workers, Local 1518, Health, Safety and Education Fund, effective Sunday after ratification. The contributions shall be forwarded to the union office monthly.

LETTER OF UNDERSTANDING #10 – Replacement Stores

The Employer and the Union agree that should an opportunity arise to replace or remodel an existing store, the parties shall meet to discuss the application of the terms and conditions of this Agreement in that new or remodeled location and to review associated employee opportunities.

LETTER BETWEEN THE PARTIES

The Employer agrees to consider part-time employees from existing stores for opportunities to transfer to new stores.

LETTER OF UNDERSTANDING #11 – Establishment of Bargaining Zones

The Employer and the Union agree to establish two (2) Bargaining Zones in order to facilitate future collective bargaining and the growth of new stores without the risk of a labour dispute at new stores.

The two (2) Zones shall establish two separate Collective Agreements for each Zone necessitating two (2) distinct bargaining units under Section 1.01, however, the remainder of the collective agreement shall be identical for each Zone, including the ability to transfer between the two (2) Zones.

Zone 1 shall encompass Stores 7614, 7615, 7618

Zone 2 shall encompass new stores that open after ratification 2010, with these stores remaining in Zone 2 for a period of 5 years from the opening date of each new store. In the event a store has not achieved its leveraged payback, within 5 years of opening, the store shall be entitled to a further 5-year time period within Zone 2. If the parties are unable to agree that the leveraged payback has not been achieved the matter shall be referred to arbitration for final and binding resolution.

Sections **2** and **20** of the Collective Agreement shall be amended to reflect this new structure.

LETTER OF UNDERSTANDING #12 – Pending Regulatory Changes in Pharmacy

As a result of a review of pending changes by the College of Pharmacists of BC to the duties, certification, registration and regulation of Pharmacy Assistants, the Employer and the Union agree:

- To continue discussions on this issue once it becomes clear a change will be taking place and an effective date is announced.
- An appropriate title change shall be implemented should this be necessary to protect the duties, responsibilities and hours of current Pharmacy Assistants. Hours for all Pharmacy Assistants employed at the time of implementation shall be protected from the introduction of the “Regulated” Pharmacy Assistant. The protection shall be a red-circling of hours worked at the time of implementing the new position in the store based on a 52 week average hours worked for each individual Pharmacy Assistant.
- Current Pharmacy Assistants shall have an opportunity to fill vacant “Regulated” Pharmacy Assistant positions provided they have satisfied the College of Pharmacists of BC regulations.
- Should the Employer decide to implement the “Regulated” Pharmacy Assistant position, the Employer and the Union shall meet to negotiate an appropriate wage and benefit package that is competitive within the retail food industry.

LETTER OF UNDERSTANDING #13 – Joint Union and Employer Diversity and Training Initiative

The Employer and the Union have agreed to establish a Joint Diversity and Training Committee where both parties shall have an equal voice in the development and implementation of initiatives. The Union and the Employer shall seek additional government funding, if available. Commencing March 2011, the parties shall work in conjunction with initiatives currently underway between the Employer and Union.

LETTER OF UNDERSTANDING #14 – Olympic Village Store

The following terms shall apply exclusively in Store **#7623 which opened on June 8, 2012:**

1. The vendor stocking restrictions outlined in 4.03 shall be suspended for a period of five (5) years from date of opening.
2. Section 7.01 shall be modified to provide one classification in the store – Food Clerk. A Food Clerk may be scheduled hours anywhere within the store.
3. Food Clerks shall follow the Food Store Clerk pay scales.
4. Section 13.01 shall be modified to allow scheduling across all departments.
5. In the event the Employer is unable to satisfy the 25% full time requirement as set out in Letter of Understanding #5 (Scheduling and Hours of Work) as a result of there being insufficient 8 hour shifts, the Employer shall not use the following positions: Head Chef, Pharmacy Manager and Pharmacists, Operations Manager(s), and Supervisory positions outlined in Section 12.04. The Employer shall have the ability to utilize two (2) Sous Chefs and two (2) Management Trainees within this store.

LETTER OF UNDERSTANDING #15 – Re-opening

The Union and Employer agree as follows:

- 1. Within six (6) months immediately preceding March 31st, 2020, or any subsequent anniversary date thereafter, either party may give notice to the other party to negotiate changes to the current collective agreement.**
- 2. If the parties are unable to agree on what if any changes to the collective agreement are to occur, the parties shall resolve their dispute through final offer selection interest arbitration for a binding settlement.**
- 3. The parties will agree to the appointment of the interest arbitrator.**
- 4. Each party shall formulate their own final offer, which shall include the items previously agreed to in their negotiations.**
- 5. The final offer selection arbitrator shall hear submissions from each of the parties and then select one of the final offers. The final offer selection arbitrator shall take into consideration the economic and competitive climate of the Employer's business.**
- 6. The final offer selection arbitrator shall not have the power to change the expiration date of the collective agreement which is March 31, 2025. Subject to what the parties agree to at the first full re-opener in 2020, there shall be additional full re-openers prior to March 31, 2025 upon request by either party.**

LETTER OF UNDERSTANDING #16 – Team Member Option to Maximize in a Secondary Dept.

The parties have a shared interest in providing employees access to available hours of work in areas other than their home department.

A Department Work Scheduling process will be introduced on a pilot/trial basis at one (1) store to be selected by the Employer in consultation with the Union. The trial period will be no longer than six (6) months but may be extended by the Employer for a further six (6) months. Any extension of this procedure beyond the twelve (12) months at the one (1) stores or expansion of this procedure to other stores will be on a mutually agreed basis.

Employees shall have the option of staying in their current department and not participating in Cross-department work but can opt to widen the scope of their work at any time in the future. Once employees opt into the program, they commit themselves for at least six (6) months after which they may opt out with three (3) weeks notice. Employees that are maximized in their home department will not be eligible for work in another department.

Employees participating in the program shall be scheduled within their home department each week and may request one secondary department for working additional available hours. Employees participating in the program may achieve more hours worked than employees who do not and these additional hours are not subject to claim.

Employees may post across departments when full-time vacancies occur.

For Pharmacy Assistants, there is no claim of hours if the junior employee is a Pharmacy Assistant obtaining hours out of seniority and those hours worked only occurred within the Pharmacy (hours within the Pharmacy shall be by seniority). This is to recognize the training required that is only available outside the company.

Hours are scheduled within each department by seniority. This department Work Scheduling process does not prevent the Employer from hiring new employees in a department.

LETTER OF UNDERSTANDING #17 – Transition from Restaurant Classification to another Classification

Employees hired in restaurant departments shall not progress further than \$14.00 per hour should the employee decide to remain in the restaurant. Employees employed as “Cooks” in restaurant departments shall have the opportunity to progress up to \$16.50 per hour. Once restaurant employees have achieved either \$14.00 or Cooks who have received \$16.50 per hour, these employees shall have the ability to transfer to other classification/department in the store in order to progress further up the 2015 Wage Scale – this will be known as the Restaurant Employee Transfer Program.

Employees on this transfer program will be placed on the bottom of the receiving department’s schedule during a 520 hour training period (and work between the restaurant and the other department to maintain their regular hours of work) and after the training period is complete shall fully transfer, with full seniority, to the new department and will then move to the next highest rate on the 2015 Wage Scale.

Example #1 - Restaurant Employees will be hired at the start of the 2015 Wage Scale (if they do not have any previous experience) and will continue to progress up the wage scale every 520 hrs worked until they reach \$14.00/hr. Once a Restaurant Employee reaches \$14.00/hr they will have the ability to transfer to another classification/department and continue to progress up the 2015 Wage Scale.

If the Restaurant Employee opts to stay in the Restaurant after they have reached \$14.00/hr they will remain at that wage rate. Advancement on the Food Clerk scale remains subject to the Wage Rate Formula.

Example #2 - Cooks will be hired at the rate of pay for 4161 experience hours on the 2015 Wage Scale and will progress up the 2015 Wage Scale every 520 hours up to \$16.50/hr. Advancement on the Food Clerk scale remains subject to the Wage Rate Formula.

LETTER BETWEEN THE PARTIES

November 18, 2015

Monica Staff
UFCW Local 1518
350 Columbia Street
New Westminster, B.C.
V3L 1A6

Dear Ms. Staff,

Re: Employee Late Night Escort

This letter reflects the discussions of the parties at the bargaining table regarding the well-being of employees leaving the workplace late at night.

The parties have discussed that Urban Fare employees have varying habits of commuting, with the majority of employees either walking or using public transit, and that the common practice of management escorting an employee to their vehicle is seldom required. Despite this, the Employer remains committed to the health and safety of its employees and at the request of an employee will take reasonable steps to provide safe exit from the workplace.

The parties agree that each store's Health and Safety committee will assess store specific risks during their annual violence in the workplace review. These assessments will be provided to the Union.

Sincerely,

Eric Bourke
Labour Relations

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