

# UNOFFICIAL, UNSIGNED **COLLECTIVE AGREEMENT**

Between

**Overwaitea Food Group, common employer  
(PriceSmart Foods)**

And

**United Food and Commercial Workers Union, Local 1518**

Duration of Agreement: April 1, 2015 – March 31, 2022

Ratified by Membership Vote: February 10, 2017



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**MEMORANDUM OF AGREEMENT** made this 10th day of February, 2017.

**BY AND BETWEEN: OVERWAITEA FOOD GROUP**, a division of Great Pacific Industries Inc., carrying on business as **PriceSmart Foods**

(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, A.F.L., C.I.O., C.L.C.

(Hereinafter referred to as the "UNION")

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

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

## **SECTION 1 – Bargaining Agency**

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### **1.01 Management Structure Exclusions (Per Store):**

**Store Manager,  
Up to two (2) Assistant Store Managers,  
Pharmacy Manager\*,  
Pharmacists as required by the Employer**  
*\* Applies only if a Pharmacy exists in the store.*

**Existing excluded Supervisors may elect to remain excluded under the same terms as they currently receive.**

**The primary function of exclusions (except Pharmacists) in the Collective Agreement shall be managerial in nature.**

#### **Key Personnel**

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

**This new management structure is designed to encourage a more engaged workforce. The Union and Employer agree that this transition is necessary to**

**contribute to the future success of the stores and job security for all employees.**

**Effective Sunday after ratification 2017, the Employer shall phase in the following management structure in existing stores:**

**Bargaining Unit Supervisors, Department Managers, Team Leaders & Specialists**

**Bargaining Unit Supervisors, Department Managers, Team Leaders & Specialists as determined by the Employer in consultation with the Union (consistent with discussions during bargaining) with the following terms:**

- 1. Shall be placed on a weekly salary and shall be considered management under the *Employment Standards Act* and thereby exempt from overtime requirements.**
- 2. Hours worked by Supervisors, Department Managers, Team Leaders or Specialists shall not be subject to claim.**
- 3. Supervisors, Department Managers and Team Leaders shall be permitted to perform any duties within the store. Specialists shall perform duties assigned in their work area.**
- 4. The Employer will phase in these changes in stores so that no current employees will lose hours due to the implementation of the new structure.**
- 5. These salaries shall be reviewed by the Union and Employer on an annual basis.**

**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.**

***Equal Opportunity:* The Employer will provide all employees with equal opportunity to fill vacant Key Personnel positions.**

**Key Personnel Promoted to Exclusions**

**When an employee in a “Key Personnel” position is promoted into an excluded management position with the Employer it is agreed that the employee will be considered to have taken a two (2) year leave of absence from the Contract Area. This leave of absence is granted one time only. In the event the employee elects to return to the Contract Area within the two (2) year leave of absence time period the Union and the Employer shall meet to determine where the employee will be returned, following the general principles outlined below:**

- a) The parties will attempt a placement that provides the least impact on other Contract Area employees.**
- b) The employee will be granted full *hire date of seniority as defined under Section 14* for the scheduling in hours when the employee is placed into a classification within a Contract Area.**



- c) The parties will consider the employee's request(s) with respect to which store(s) to examine.
- d) New Stores will be given first consideration, then the store where the employee is currently working, then the employee's original Contract Area and lastly other stores where the employee worked with the Employer.

### **Step Down/Demotion Process**

***The following provision applies to all employees who hold a Key Personnel position:***

**This process shall follow a principle of 40 hours in - 40 hours out from incumbents coming from any classification. The Employer shall decide the suitability of the replacement manager or supervisor. Placement will consider the following options:**

- 1. Internally within the store if there is a suitable internal candidate, or**
- 2. In close geographic proximity of the store or other store where there is a suitable candidate to replace the stepped down or demoted manager.**

**Employees promoted to a management position on a temporary basis, by mutual agreement between the Employer and the Union, to cover seasonal business fluctuations, medical leave, maternity or parental leave shall not be subject to the above step down language. These employees will return to their previous position and store.**

## **1.02 Shared Values**

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

### **Honesty**

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

### **Integrity**

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

### **Trust**

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

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

## **SECTION 2 – Union Shop**

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- 2.01 The Employer agrees to retain in its employ, within the bargaining unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said non-members, whether part- or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- 2.02 The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to Union membership and outlining the provisions of Section 6.02 of this Agreement, and to provide the Union in writing with the name and address of each employee to whom they have presented the letter, along with the employee's date of hire. The Employer will have new employees sign the check-off and Union membership application upon successful completion of orientation. 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.
- 2.03 The Employer agrees to provide web portal access to the UFCW Local 1518 website on the Employer's website for employees ([myofgteamsite.com](http://myofgteamsite.com)).

## **SECTION 3 – Deduction of Union Dues**

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

## **SECTION 4 – Growing Our Future**

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### **Purpose**

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

### **Guiding Principles**

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

### **Scope**

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

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

### **Suggested Topics FOR Discussion:**

- Sharing Ideas on Improving Customer Service/Growing Sales in the Store**
- Solution-based discussion on any issues of concern that are raised**

- **Community Outreach by UFCW 1518 and/or OFG**
- **Management Update on Store and Company's Overall Performance**
- **Discussion on Contract Items (if there are questions on a specific area in the CBA)**
- **Topic of the Month (discuss Collective Agreement language on the specified Topic of the Month to be selected by a joint committee – 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 5 – Time Off for Union Business - Union Representation**

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**5.01** 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 any one Store.



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

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

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

5.03 **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 each Store of the Employer shall be granted time off.

(b) Fifty (50) or more employees in the store – two (2) employees shall be granted time off.

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

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

5.05 **Visits of Union Representatives:** Duly authorized representatives of the Union shall be entitled to visit the Store for the purpose of observing working conditions,

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

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

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

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

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

The Employer agrees to recognize shop stewards and alternate shop stewards for the purposes of overseeing the terms of the Collective Bargaining Agreement being

implemented and for the purposes of presenting complaints and grievances to the designated management of the store.

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

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

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

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

## **SECTION 6 – Union's Recognition of Management's Rights**

6.01 The Union agrees that the management of the company, including the right to plan, direct and control the Store operations, the direction of the working force and the termination of employees for just or proper cause, are the sole rights and functions of the Employer. During the first four (4) calendar months of employment, each new employee shall be on probation and will receive a written evaluation within three (3) months of employment. The decision whether to retain or not to retain the employee's

services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Sections 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, in accordance with Section 19.08.

Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of management, subject however, to discharge of employees on grounds of alleged incompetence being processed under Sections 15 and 16 of this Collective Agreement, providing that such employees have been employed by the Employer four (4) calendar months or more. The Parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

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

## **SECTION 7 – Clerks Work Clause**

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7.01 With the exception of excluded personnel listed in Section 1 of this Agreement and salespersons or vendor representatives whose product is delivered directly to the store, all work in the handling and selling of merchandise in the retail stores of the Employer shall be performed only by

employees of the bargaining unit who are members of UFCW Local 1518.

All vendors that fall under the definition contained in the above paragraph as of the Sunday after the Award (SAA) 2011 shall be considered red-circled in the event their product is no longer delivered directly to the store. In effect nothing changes in the store with respect to vendor representatives working their stock in the Employer's stores as is being done today.

For example, the Employer may make arrangements with Coke to have their products, which are currently delivered directly to PriceSmart Foods stores, delivered to the Employer's third party warehouse providers and then shipped with other inventory to the stores. Should this occur the Coke representative will continue to work the Coke stock as they do today.

## **SECTION 8 – Seniority**

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8.01 Seniority for employees shall mean length of continuous service with this Employer in British Columbia as a member of UFCW Local 1518. A full-time employee, for purposes of seniority, shall mean an employee who has been posted to a full-time position. Paid time off will be considered as hours worked. For clarification, continuous service shall include all leaves of absence from work pursuant to the Collective Agreement (i.e., vacations, accident, illness, and all approved leaves of absence). **Effective thirty (30) days**

**after ratification, employees shall revert to one (1) seniority date, their hire date, which shall be referred to as their “Seniority Date”.**

**The parties shall be guided by Part III of Colin Taylor’s May 23, 2012 “Conversion Seniority and Tie Breaker” Award to resolve any disputes in the event employees possess an identical seniority date.**

Seniority lists of all employees shall be forwarded to the Union office twice per year.

The Employer agrees to forward an annual list of all employees’ names and addresses to the Union office in addition to seniority lists, once per year.

Seniority will be lost if an employee:

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

The first seniority list for each (new) store will be created thirty (30) days after that store's opening date and will be updated and thereafter will be updated and posted as described above.

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

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

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

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

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

**8.03 Transfer of Seniority:** Seniority is only applied within a store except in the case of store closure where employees shall be able to exercise their seniority in other PriceSmart stores of the Employer or if employees are transferred to staff a new store at opening. Fifty percent (50%) of new full-time job opportunities shall be posted.

**8.04** The Union and the Employer shall create a Fraser Valley (Hope to Whistler) bargaining unit that will provide employees with the right to retain their seniority when transferring to another store in the Fraser Valley Bargaining Unit. No employee shall be transferred without mutual agreement between the employee and the Employer. It is agreed that the transfer of an employee to a store shall not negatively impact the hours of work of another employee.

**8.05 Department Closure**

**In the event of a department closure, the following options are available to employees residing in the department deemed to be closed.**

**OPTION A - Transfer to Different Classification in the Same Store**

- **Employees may make a written request for transfer to another classification exercising their seniority date in their current store.**



- Request will be given first consideration by the Employer, and if approved by the Employer, the transfer will commence.
- When/if transfer to new classification would receive fifty percent (50%) credit for experience in their previous department for hours worked to a maximum of nine (9) months credit (one thousand, five hundred and sixty [1560] hours).
- Rate would be at next highest rate in their new classification. Will progress to the next highest rate once having worked the number of hours required to meet the scale requirements (red-circled at next highest rate until having completed the necessary hours to progress through the scale).
- Employees exercising their Seniority and moving to a new classification will be subject to a sixty (60) day familiarization period. If within the sixty (60) day familiarization period it is determined that the employee cannot perform the duties required, the parties agree to meet and evaluate other opportunities to exercise Seniority within the employee's current store.
- Where the request to exercise Seniority to a new classification is not approved, the parties agree to meet and evaluate other opportunities to exercise seniority within the employee's current store.

**OPTION B - Severance Pay for Employees in a Closed Department**

- **Severance pay for those employees electing to leave the Company's employ as a result of their department closure.**
- **As per *Section 15.01* of the Collective Agreement for full-time Grid A employees.**
- **As per the Employment Standards Act for part-time employees.**
- **Employees selecting the severance package shall forfeit all rights to continued employment with the Employer.**

## **SECTION 9 – Hours of Work**

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

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

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

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

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

9.03 **Posting of Schedules:** A weekly work master schedule will be posted **by Saturday, three (3) weeks** in advance. The Employer is required to make reasonable effort to verbally advise individual employees of the changes to the work schedule once it has been posted. The Employer will endeavour to schedule employees' days off together where possible, subject to the operational needs of the store.

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

Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked. Employees shall not work longer than their scheduled work

day unless requested to do so by the Employer, in which case additional hours will be paid at the applicable rate of pay. **It is understood that there shall be no flat scheduling.**

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

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

**9.05 Statutory Holidays:** The following days shall be considered statutory holidays:

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

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

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

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

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

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

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

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

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

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

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

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

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

An employee's meal period shall not commence earlier than three (3) hours or later than five (5) hours after the start of an employee's shift. Rest periods shall not begin until one (1) hour after the commencement of an employee's shift or the end of a meal period. Rest periods during a four (4) hour shift must be taken one and one-half (1-1/2) hours prior to the end of the shift.

If an employee works six hours or more, the employee shall be able to request to combine the two fifteen (15) minute periods to allow for one paid thirty (30) minute rest period. The Employer shall not unreasonably deny such requests.

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

**9.07 Overtime Pay:** All time worked in excess of the basic workweek, as defined in Sections 5.01 and 5.05 and hours worked in excess of eight (8) hours in a day shall be paid at the rate of time and one-half (1½) the regular rate. All hours worked in excess of ten (10) hours in a day and in excess of 48 hours in a regular workweek shall be paid at twice the regular rate. Compensating time off shall not be given in lieu

of overtime pay. Employees shall be paid time and one half the regular rate for all hours worked after their fifth (5<sup>th</sup>) work day in a week.

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

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

**9.08 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.

Employees may elect to have less than the ten (10) hour shift interval (but no less than eight (8) hours) on the shift immediately after a late shift in order to be available to work an early shift or vice-versa.

**9.09 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.

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

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

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

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

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

- 9.11 Work Loads:** If an employee believes the amount of work he or she is required to perform is excessive over what is required from the rest of the staff and it will result in an occupational accident or occupational injury to him or her, the question shall be referred to Section 15 of this Agreement.
- 9.12 Personal Time Off (PTO):** Full-time employees may request to leave prior to the completion of their scheduled shift.

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

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

- 9.14** (1) Senior employees shall be scheduled at least as many hours as junior employees within each weekly work schedule. This does not imply an obligation on the Employer to schedule more hours than the Employer deems necessary for the efficient operation of the store.
- (2) All first day, short notice call-ins shall be filled by the most senior employee(s) not scheduled that day who

are not already scheduled for five (5) days in the week of absence. Second and subsequent days of confirmed absence would be scheduled by seniority.

(a) A short notice call-in results from an employee absence due to illness no-show, termination, or suspension. Short notice hours are not subject to claim by senior employees at the end of the week.

(3) In cases where shift extensions are required by the employer, the extension will be offered to the most senior employee(s) on shift at that time that is (are) trained to perform the work required.

(a) Hours arising out of Shift Extensions are not subject to claim by senior employees at the end of the week.

(4) In cases where it is identified that senior employees can receive more scheduled hours in a new department but do not have the required training to perform the duties, the Employer will provide the required training within the next two (2) scheduled weeks. During this period of time there shall be no hours claim in the new department.

**9.15** Employees shall have the option of restricting their weekly hours of work up to three (3) times per calendar year. Those employees who restrict to twenty (20) or fewer hours per week shall have the option of submitting a declaration of availability. Employees must be available for at least twelve (12) hours per week. All restricted employees must have

open availability for either Saturday or Sunday shifts. Employees shall be required to work according to their declaration of availability.

Employees shall not have the option of changing their availability for a period of six (6) months from the date of hire, except students who must remain available to work weekend shifts.

Full-time employees who restrict to part-time status shall be covered by the language in Section 11.02, 11.03 and 11.04. All hours worked by full-time employees that restrict their hours shall count as full-time hours for the purposes of Section 11.04. Full-time employees shall have the ability to reclaim full-time status without a posting being generated.

#### **9.16 Weekday Restriction**

**All employees (except Students and employees who have submitted a Declaration of Availability) are eligible to submit a restriction to be scheduled off any one weekday. This Weekday Restriction shall be granted by seniority however the granting of a Weekday Restriction cannot circumvent participation in fair rotation of shifts. Employees can change their Weekday Restriction up to three (3) times per calendar year.**

#### **Declaration of Availability**

**Only employees who restrict to twenty-four (24) or fewer hours per week shall have the option of submitting a Declaration of Availability. Employees must be available for at least sixteen (16) hours per week. These**

**employees must be available for one late shift per week AND also have open availability on either Saturday or Sunday. This does not limit the number of weekend and/or late shifts an employee can be available for.**

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

**Employees shall have the option of submitting a Declaration of Availability three (3) times per calendar year including any weekly hours of work restrictions under Section 11.02.**

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

**Employees shall not have the option of changing their availability for a period of six (6) months from the date of hire, except students. All students are required to submit a schedule of classes and shall remain available to work when not attending class. All changes shall be effective the next posted schedule.**

### **Transition Plan**

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

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

**9.18** **Students**

- 1. A student is defined as any employee regularly attending High School, University, College, Vocational Institution or other educational institutions requiring attendance at scheduled classes. Students may be required to verify their attendance and class times.**
- 2. Students shall be considered to have restricted their availability and shall be scheduled by seniority within their classification.**
- 3. Employees shall inform the Employer using the “Student Status” form when:
  - a. Employees become or revert to student status, or**
  - b. It is established that they have ceased being a student and will not be resuming their studies in the next semester or school term, no exceptions.****
- 4. All students, without exception, shall not change their status of availability more than three times per calendar year, (by semester). Students are required to**

**notify management of changes to their availability, student status or restrictions no less than one (1) week in advance of the schedules being posted.**

- 5. It is understood that students shall not be available for certain shifts, which may limit their ability to maximize their hours. Minimum shifts for all students are four consecutive hours. Students must be available for shifts when not attending classes, *unless they have submitted a Declaration of Availability (Section 11.03).***
- 6. Students may elect to work / be scheduled regular night stocking shifts in accordance with Section 11.08.**
- 7. Students who wish to maximize their hours during their Christmas break, spring break (reading break) and summer break may temporarily lift their restriction during these time periods.**

#### **9.19 New Work Model Guiding Principles:**

- 1. To develop a new model for scheduling that addresses the business needs of running a store with the right amount of hours, is cost effective, is simple to implement and administer, creates an opportunity for increased hours to assist employees in achieving a living wage, that is fair, and provides personal flexibility for employees.**

- 2. Considers the ability for employees to be scheduled across more than one department – to maximize hours, be more efficient, and to provide better service.**
- 3. Provides a method in which hours of work are scheduled by seniority while ensuring incumbents' hours of work (in their pre-ratification classification) are not reduced as a result of more senior employees gaining more hours.**
- 4. Provides the opportunity for employees to maximize their hours of work by scheduling the longest shifts by seniority where possible, while also providing the Employer the flexibility to manage the hours distribution at the bottom of the schedule to ensure sufficient employees are retained and to ensure minimal schedule changes are made after the schedule is posted.**
- 5. Confirm the need to keep some departments or classifications separate due to specific operational requirements.**
- 6. Further to point 6, in the event the Employer introduces a new department or concept in consultation with the Union under the New Department language, the Employer may require the new classification or department to remain as a separate classification/department.**



**7. Develop and implement a Joint Scheduling Review Committee to ensure timely resolution of issues that may arise.**

**9.20 Cross Department Scheduling**

**There shall be three scheduling groups: Kitchen, Seafood and Food Clerk. Hours of work are scheduled by seniority within each group. Employees at ratification shall not receive fewer hours than what they would be entitled to, had the scheduling rules not changed.**

**For clarification, the hours employees will work across classifications must be new available hours created through growth or attrition.**

**Shifts shall be assigned to employees by seniority subject to the provisions of Section 11. No employee will lose hours as a result of cross-department scheduling. The parties acknowledge there are other factors such as but not limited to loss of sales, negative effects of competitive forces against the store, technology, or changes in work operation that may impact employee hours.**

**Pharmacy Assistant hours in the dispensary shall not be subject to claim however the Pharmacy Assistants shall be permitted to participate in cross-department work, subject to the needs of the Pharmacy Department. Regulated Pharmacy Technicians shall not participate in cross department work.**

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

### **Cross Department Scheduling Support**

**The parties have agreed to move cautiously when transitioning to cross classification work in the ethnic and western Meat, Bakery, Produce, Deli, Front End, Grocery, Frozen, Dairy, Bulk and Health & Beauty departments in order to minimize unintended impact on employees. During this transition the parties shall monitor the implementation to ensure the interests shared and principles developed during bargaining are met. A scheduling committee shall be appointed by the Senior Leaders of both organizations to oversee this process and address any issues that may arise.**

**The Scheduling Committee will be guided by the principles agreed to during bargaining and find a resolve to each matter that may arise.**

### **9.21 Night Work**

**In the event that night stocking becomes necessary, the Parties shall meet to discuss its implementation. If night stocking is implemented, one employee on the night stocking shift shall be designated as Lead Hand and shall be paid a premium of fifty cents (\$0.50) per hour in addition to their regular rate of pay.**

**Should there be available hours of night (graveyard) work in a store the Employer shall post a notice to**

**determine which employees are interested in performing night (graveyard) work. Employees may opt into a minimum two (2) month period of night (graveyard) work upon four (4) weeks' notice. In the event there is not a sufficient number of employees that opt into night (graveyard) work the Employer shall be entitled to hire externally. Hours of work on night shifts shall not be claimable.**

**In the event there is not a sufficient number of employees to cover the night (graveyard) work, the Employer will assign the work on a rotation basis.**

**If a rotation is necessary, the Manager and the Crew shall institute a fair system of scheduling for Night Crews.**

**No employee shall be required to return to the night stocking shift until all eligible employees have had a turn.**

**Should problems exist in individual stores regarding the rotation list the parties can refer the matter to *Growing Our Future* meetings.**

**The Employer agrees to schedule Stocking Crews consecutive days of work wherever possible, subject to the operational needs of the store. Where it can be demonstrated that the scheduling of consecutive days of work can be scheduled, the Union and the Employer shall meet and determine a method of solution.**

**The above shall be subject to emergencies as defined in Section 5.03 of this Agreement.**

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

**Senior employees whose years of service plus age equal seventy (70), may opt out of night stocking crew.**

**9.22 Equal Pay for Equal Work**

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

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

**SECTION 10 – Full-Time Vacancy Posting**

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

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

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

Ability to do the job means ability to competently perform the normal requirements of the job following an appropriate familiarization period or an appropriate training and trial period. The Employer may not curtail the training or trial period without just cause before it has run its normal course. In the event the employee is not able to or does not wish to complete the training or trial period, or cannot satisfactorily perform the job following the training or trial period, the employee shall be returned to their former position and wage rate, without loss of seniority and any other employee that has been promoted or transferred as a result of the posting shall similarly be returned to his/her former position.

- 10.02** Each vacancy posting shall be posted for a minimum of five (5) days. Applicants may only apply on forms supplied by the Employer. The applications shall be accepted by the Employer up to and including the closing date.
- 10.03** 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.

**10.04** Each job posting shall only include the following information:

- a) the classification
- b) store number and location
- c) closing date of the posting
- d) whether the posting is for night shift

This provision does not apply to postings for Assistant Supervisors, Team Leaders and Pharmacy Assistants, each of whom shall also include the criteria requirements for these positions.

All job postings covered by this Agreement shall be made available to employees in each store throughout the province. Once the successful applicant has been selected the successful applicant shall carry his or her seniority to the new position.

## **SECTION 11 – Wages - Classification of Employees**

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

deductions for the pay period covered. The Employer may discontinue the use of paper pay advices to be replaced with on-line access to the required pay information.

# SCHEDULE OF WAGE RATES

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## Wage Scale

	2017	2018	2019	2020	2021
Step 1	\$12.00	\$12.00	\$12.00	\$12.25	\$12.50
Step 2	\$12.05	\$12.05	\$12.05	\$12.30	\$12.55
Step 3	\$12.10	\$12.10	\$12.10	\$12.35	\$12.60
Step 4	\$12.15	\$12.15	\$12.15	\$12.40	\$12.65
Step 5	\$12.30	\$12.30	\$12.30	\$12.45	\$12.70
Step 6	\$12.35	\$12.35	\$12.35	\$12.50	\$12.75
Step 7	\$12.40	\$12.40	\$12.40	\$12.55	\$12.80
Step 8	\$12.45	\$12.45	\$12.45	\$12.60	\$12.85
Step 9	\$12.50	\$12.50	\$12.50	\$12.65	\$12.90
Step 10	\$12.90	\$12.90	\$12.90	\$12.90	\$12.95
Step 11	\$12.95	\$12.95	\$12.95	\$12.95	\$13.00
Step 12	\$13.00	\$13.00	\$13.00	\$13.00	\$13.05
Step 13	\$13.05	\$13.05	\$13.05	\$13.05	\$13.10
Step 14	\$13.15	\$13.15	\$13.15	\$13.15	\$13.15
Step 15	\$13.20	\$13.20	\$13.20	\$13.20	\$13.20
Step 16	\$13.25	\$13.25	\$13.25	\$13.25	\$13.25
Step 17	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50
Step 18	\$13.60	\$13.60	\$13.60	\$13.60	\$13.60
Step 19	\$13.70	\$13.70	\$13.70	\$13.70	\$13.70
Step 20	\$13.80	\$13.80	\$13.80	\$13.80	\$13.80
Step 21	\$13.90	\$13.90	\$13.90	\$13.90	\$13.90
Step 22	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00
Step 23	\$14.10	\$14.10	\$14.10	\$14.10	\$14.10
Step 24	\$14.20	\$14.20	\$14.20	\$14.20	\$14.20
Step 25	\$14.30	\$14.30	\$14.30	\$14.30	\$14.30



<b>Step 26</b>	<b>\$14.40</b>	<b>\$14.40</b>	<b>\$14.40</b>	<b>\$14.40</b>	<b>\$14.40</b>
<b>Step 27</b>	<b>\$14.50</b>	<b>\$14.50</b>	<b>\$14.50</b>	<b>\$14.50</b>	<b>\$14.50</b>
<b>Step 28</b>	<b>\$14.60</b>	<b>\$14.60</b>	<b>\$14.60</b>	<b>\$14.60</b>	<b>\$14.60</b>
<b>Step 29</b>	<b>\$14.80</b>	<b>\$14.80</b>	<b>\$14.80</b>	<b>\$14.80</b>	<b>\$14.80</b>
<b>Step 30</b>	<b>\$15.00</b>	<b>\$15.00</b>	<b>\$15.00</b>	<b>\$15.00</b>	<b>\$15.00</b>
<b>Step 31</b>	<b>\$15.50</b>	<b>\$15.50</b>	<b>\$15.50</b>	<b>\$15.50</b>	<b>\$15.50</b>
<b>Step 32</b>	<b>\$16.00</b>	<b>\$16.00</b>	<b>\$16.00</b>	<b>\$16.00</b>	<b>\$16.00</b>
<b>Step 33</b>	<b>\$16.50</b>	<b>\$16.50</b>	<b>\$16.50</b>	<b>\$16.50</b>	<b>\$16.50</b>
<b>Step 34</b>	<b>\$17.00</b>	<b>\$17.00</b>	<b>\$17.00</b>	<b>\$17.00</b>	<b>\$17.00</b>
<b>Step 35</b>	<b>\$17.50</b>	<b>\$17.50</b>	<b>\$17.50</b>	<b>\$17.50</b>	<b>\$17.50</b>
<b>Step 36</b>	<b>\$18.00</b>	<b>\$18.00</b>	<b>\$18.00</b>	<b>\$18.00</b>	<b>\$18.00</b>
<b>Step 37</b>	<b>\$18.50</b>	<b>\$18.50</b>	<b>\$18.50</b>	<b>\$18.50</b>	<b>\$18.50</b>
<b>Step 38</b>	<b>\$19.00</b>	<b>\$19.00</b>	<b>\$19.00</b>	<b>\$19.00</b>	<b>\$19.00</b>
<b>Step 39</b>	<b>\$19.50</b>	<b>\$19.50</b>	<b>\$19.50</b>	<b>\$19.50</b>	<b>\$19.50</b>
<b>Step 40</b>	<b>\$20.00</b>	<b>\$20.00</b>	<b>\$20.00</b>	<b>\$20.00</b>	<b>\$20.00</b>

## Wage Increases

### Food Clerk

Effective the Sunday After Ratification, current non-JSG Food Clerk employees shall be placed on the new wage scale at the next highest rate of pay PLUS an off-scale wage increase as follows:

Hired BEFORE March 31, 2015 - \$0.40/hr

Hired AFTER March 31, 2015 - \$0.20/hr

All employees shall progress up the wage scale every 520 hours worked until they reach the top rate of twenty dollars (\$20.00) per hour.

The following are examples of how this shall apply:

**Example A:** An employee who was hired BEFORE March 31, 2015 who is at a rate of \$11.90/hr will move to the next highest rate of pay on the wage scale (\$12.00/hr) PLUS will receive a \$0.40/hr wage increase to a rate of \$12.40/hr effective the Sunday After Ratification. They will continue to move up the wage scale every 520 hours worked.

**Example B:** An employee who was hired BEFORE March 31, 2015 who is at a rate of \$12.70/hr will move to the next highest rate of pay on the wage scale (\$12.90/hr) PLUS will receive a \$0.40/hr wage increase to a rate of \$13.30/hr effective the Sunday After Ratification. They will continue to move up the wage scale every 520 hours worked.

**Example C: An employee who was hired AFTER March 31, 2015 who is at a rate of \$11.00/hr will move to the next highest rate of pay on the wage scale (\$12.00/hr) PLUS will receive a \$0.20/hr wage increase to a rate of \$12.20/hr effective the Sunday After Ratification. They will continue to move up the wage scale every 520 hours worked.**

**Team Leader, Assistant Department Supervisor, Specialists,  
Restaurant Chef**

**The top rate of Assistant Department Supervisor, Team Leader, Specialist and Chef wage scales shall increase as follows:**

<b>Team Leader / Specialist</b>	
<b>Hours</b>	<b>Rate</b>
0	\$16.50
1041	\$16.75
2081	\$17.00
3121	\$17.25
4161	\$17.75
5201	\$18.25
6241	\$18.75
7281	\$19.25
8321	\$19.75
<b>SAR 2017</b>	<b>\$20.50</b>
<b>1<sup>st</sup> Sunday in April 2018</b>	<b>\$21.00</b>
<b>1<sup>st</sup> Sunday in April 2019</b>	<b>\$22.00</b>

**Less than \$17.75 per hour = \$1.25 per hour plus next highest rate.**

**Greater than \$17.75 per hour = immediate jump to \$20.50 per hour.**

<b>Assistant Department Supervisor / Chef</b>	
<b>Hours</b>	<b>Rate</b>
0	\$18.00
1041	\$18.75
2081	\$19.00
3121	\$19.25
4161	\$19.75
5201	\$20.25
6241	\$20.75
7281	\$21.25
8321	\$22.50
<b>SAR 2017</b>	<b>\$23.00</b>
<b>1<sup>st</sup> Sunday in April 2018</b>	<b>\$23.50</b>
<b>1<sup>st</sup> Sunday in April 2019</b>	<b>\$24.00</b>

**Less than \$20.00 per hour = \$1.00 per hour plus next highest rate.**

**Greater than \$20.00 per hour – immediate jump to \$23.00 per hour.**

**Employees promoted to these positions after ratification 2017 shall have their rate converted to a salary and shall be considered management under the Employment Standards Act and thereby exempt from overtime requirements. The parties agree to meet six (6) months after ratification to review a transition to salary for all existing non JSG Key Personnel, with the understanding that overtime currently being worked is to be reduced prior to any transition occurring.**

### **Restaurant Cook**

Effective SAR 2017 Restaurant Cook employees shall be hired at a starting rate of fourteen dollars (\$14.00) and shall progress to a top rate of seventeen dollars (\$17.00).

### **Restaurant Food Clerk**

Effective SAR 2017 Restaurant Food Clerk employees shall be placed at the next highest rate on the Wage Scale and shall progress to a top rate of fourteen dollars (\$14.00) per hour.

### **Pharmacy Assistants**

Pharmacy Assistants hired after ratification 2017 to perform qualified pharmacy assistant duties shall be placed at Step 30 on the wage scale and shall progress up the wage scale with each 520 hours worked.

### **Lump Sum Payments**

Effective SAR 2017 active non-JSG employees shall receive the following lump sum amounts:

32+ hours per week	\$1500.00
24+ hours per week	\$1000.00
16+ hours per week	\$750.00
8+ hours per week	\$500.00

The hours worked per week will be determined by calculating an average number of hours worked in the 52 weeks prior to Ratification 2017. All Employees who are on a leave (e.g. TAB, Leave of Absence, Maternity/Paternity Leave, WCB, etc.) will be eligible for lump sum payments.

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

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

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

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

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

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

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

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

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

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

**11.07 Premiums – Employees receiving a premium under Section 7.07 at ratification 2017 will continue to receive**



**it so long as they are in a Key Personnel position. Any employee receiving the premium under LOU #1 at ratification 2017 will continue to receive the premium until they cease performing the work. The Employer shall provide a list of all employees receiving the premium at ratification 2017.**

### **11.08 Movement Between Pay Grids**

Except for New Stores, Replacement Stores and Store #2204 Queensborough (Letters of Understanding #6 , #7 and 8, respectively), it is understood that thirty percent (30%) of the hours worked will be scheduled to employees in Pay Grid A, fifty percent (50%) of the hours worked will be scheduled to employees in Pay Grid B and twenty percent (20%) of the hours worked will be scheduled to employees in Pay Grid C.

- (a) When the hours scheduled in Pay Grid A fall below thirty percent (30%), the Employer will promote the most senior employee paid under Pay Grid B to Pay Grid A to bring the hours back up to thirty percent (30%). 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.
- (b) When the hours scheduled in Pay Grid B fall below fifty percent (50%), the Employer will promote the most senior employee paid under Pay Grid C to Pay Grid B to bring the hours back up to fifty percent (50%). 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.

- (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 thirty percent (30%) and fifty percent (50%), respectively, 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.

**11.09 Credit for Previous Experience:** New employees shall be classified according to previous comparable experience within the retail, retail food or food service industry. The Employer shall **credit Food Clerk and Restaurant Food Clerk employees up to Step 5 on the wage scale, Cooks up to Step 27 on the wage scale, and Pharmacy Assistants up to Step 35 on the wage scale.**

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

**11.11** In the event of any disagreement as to credit granted for previous experience, such disagreement shall be considered

a grievance and the grievance procedure in this Agreement shall apply. However, if the Employer has:

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

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

## **SECTION 12 – Vacations**

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**12.01 A. The following vacation entitlement schedule for employees shall be effective SAR 2017:**

	<b>Time Off</b>	<b>Vacation Pay*</b>
<b>Less than 3 years continuous service</b>	<b>2 weeks</b>	<b>4%</b>
<b>3 or more years continuous service</b>	<b>3 weeks</b>	<b>6%</b>
<b>8 or more years continuous service</b>	<b>4 weeks</b>	<b>8%</b>
<b>13 or more years continuous service</b>	<b>5 weeks</b>	<b>10%</b>
<b>(*Percentage (%) of Gross pay)</b>		

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

- C. Employees whose employment is terminated or if they terminate and give two (2) weeks' notice in writing to the Employer, shall receive all applicable percentage of earnings, less any paid vacation taken plus the applicable percentage of earnings for any period since the employee's last anniversary date and date of termination.**
  
- D. Any employee commencing employment between October 1 and December 31 shall be entitled to receive five (5) days' Leave of Absence the following year during the vacation period. Employees terminating their employment without the above notice shall receive no more than four percent (4%) of earnings for vacations earned plus four percent (4%) of earnings for any period since the employee's last anniversary date and date of termination.**

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

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

Single Day Vacation requests approved during the annual vacation selection process shall have preference over RTO and TAB.

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

Only one (1) Single Day Vacation may be taken per week.

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

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

Single Day Vacation will not impact other employees' ability to take a full week of vacation.

**12.03** When a statutory holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had the employee been working. 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.

- 12.04** Pregnancy Leave shall count for purposes of accumulating time towards vacation entitlement only (see Section 10.05).
- 12.05** Paid vacations for full-time employees and statutory holidays for all employees shall be considered time worked for all purposes of the Collective Agreement.
- 12.06** Employees whose employment is terminated or if they terminate and give two (2) weeks' notice in writing to the Employer, shall receive all earned vacation pay or applicable percentage of earnings, whichever is higher, less any paid vacation taken plus the applicable percentage of earnings for any period since the employee's last anniversary date and date of termination.

## **SECTION 13 – Health and Welfare**

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### **13.01 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, 2017.**
  
- 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 2017 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.**

Benefits shall be as set out in the Plan and as determined by the carrier.

**13.02 Return to Work After Illness:** After absence due to illness or injury, the employee must be returned to his or her job when capable of performing his or her duties.

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

**13.04 Medical Reports:** The Employer agrees to pay the fee for medical reports required by the Employer for Sick Leave or Weekly Indemnity provisions to a maximum of forty dollars (\$40.00).

**13.05 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.

**13.06 Maintenance of Benefits:** The Employer agrees to maintain the full cost of Health and Welfare premiums when an employee is absent on Weekly Indemnity or Workers' Compensation claims or on Sick Leave to a maximum of six (6) months. The employee shall reimburse the Employer for the tax portion of such payments upon his or her return to work, within a reasonable time period. If unable to return to work, the employee shall have the option to pre-pay for MSP benefits for an extended period of time.

**13.07 Pension Plan:** Effective December 30, 2001, the Employer agrees to participate in the UFCW Industry Pension Plan and Trust Fund.

The Employer shall make contributions to the Plan on the basis of the percentage of earnings, set forth below, of each participating employee. The percentage applicable shall be as follows:

<b>Effective Date</b>	<b>Percentage</b>
<b>Last Sunday of 2015</b>	<b>9.25%</b>
<b>Last Sunday of 2016</b>	<b>9.50%</b>
<b>Last Sunday of 2017</b>	<b>9.75%</b>
<b>Last Sunday of 2018</b>	<b>10.00%</b>
<b>Last Sunday of 2019</b>	<b>10.25%</b>
<b>Last Sunday of 2020</b>	<b>10.50%</b>
<b>Last Sunday of 2021</b>	<b>10.75%</b>

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

Furthermore, it is agreed that the following contributions shall be made to the Plan and Trust, by each employee, a percentage of their earnings received from the Employer. The percentage applicable to each employee shall be as follows:

<b><u>Age at Last Birthday</u></b>	<b><u>Percentage</u></b>
Less than 30 years	Nil
30 or more but less than 40 years	one percent (1%)
40 or more but less than 50 years	two percent (2%)
50 years or more	three percent (3%)

Contributions by participating employees shall be made by payroll deduction.

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

Pay period shall mean the weekly period from Sunday through Saturday used by the Employer for paying earnings to participating employees.

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

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

### **13.08 Long-Term or Indefinite Joint Accommodation**

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

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

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

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

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

## **SECTION 14 – Leaves of Absence**

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

- i) Employees who are granted a leave up to six (6) weeks shall accumulate seniority;
- ii) After four (4) years of continuous service and upon giving three (3) months' notice, all employees shall be entitled to an unpaid leave of absence of the following conditions:

- (a) The leave of absence shall be for a maximum period of one (1) year.
- (b) Employees who are granted leave under this provision shall have their seniority frozen for the duration of the approved leave and shall neither earn nor lose seniority. Employees on such Leave of Absence shall neither earn nor lose seniority. For example, an employee with a January 1, 2000 seniority date shall have their seniority date adjusted to January 1, 2001.
- (c) Employees may return to work earlier than the scheduled end of the leave provided they give their Store Manager one (1) month notice of their early return to work date. Upon their return to work these employees will be scheduled in accordance to their revised seniority date (actual leave).
- (d) While on this approved leave of absence an employee shall not take employment with any competitor in the food business. (Violation of this provision may result in termination, see Section 10.03)
- (e) Written application for a leave shall be made to the Store Manager. Written approval of a leave shall be provided to the Union and the employee involved.
- (f) Seniority shall be the determining factor in scheduling leaves of absence.

(g) An employee who is on a leave of absence could be offered minimal part-time work with the Employer without seniority or rights to such work for the duration of the leave.

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

iii) Employees who transfer to another banner of the Employer shall be deemed to be on a one-year leave of absence from her/his bargaining unit.

#### **14.02 Take-A-Break Leave of Absence:**

**Employees with two (2) years or more of continuous service are entitled to apply for a Take-A-Break leave of absence up to a maximum of one hundred and twenty (120) days per year, subject to the following conditions:**

- 1. Application for such Leaves shall be in writing. The Employer has provided the Store Manager the ability to approve such Leaves. Every effort should be made to provide as much notice as possible.**
- 2. Requests for Take-A-Break Leave of Absence will be granted to all employees provided there is another available employee in the store who is capable of doing the work required.**

**3. Scheduled vacation time shall take precedence over the granting of Take-A-Break leave of absence.**

**4. The Employer and the Union agree that employees on a Take-A-Break Leave shall accumulate seniority.**

**It is also agreed that 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 work week by one day.**

**In the event of a family care emergency the two (2) year requirement will be waived and such TAB will not be unreasonably withheld. The Employee may be required to provide details of the family care situation including proof that they will be providing the supportive care.**

**Employees will be given the opportunity to use paid time off (i.e. vacation monies) in the event of a family emergency.**

**14.03 Conflict of Interest:** It is agreed that the term “competitor” raised in Section 10.01 above shall mean any food and/or drug retail establishment. An employee working for a competitor as defined herein will be placed in a conflict of interest with their ongoing employment with the Employer.



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

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

**14.04 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.

The family members listed in this provision include "step" family members, for example, father also includes step-father.

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

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

#### **14.05 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 her maternity 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 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).
- (3) All such requests must be submitted in writing at least two (2) weeks prior to their return to work date. The request must specify the length of the extension and the revised date the employee will be available to return to work. The length of the extension can be modified by mutual consent.

- (4) 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.
- (5) Benefit entitlement for the above leaves shall be as required by the *Employment Standards Act*.

#### **14.06 Parental Leave:**

- (1) An employee who requests parental leave under this Section is entitled to:
  - (a) for a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Section 10.04 - up to thirty five (35) weeks of unpaid leave beginning immediately after the end of the leave taken under Section 10.04.
  - (b) for a birth mother who does not take a leave under Section 10.04 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 beginning within fifty-two (52) weeks after the child is placed with the parent.

- (2) If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1) above.
- (3) The employee is required to give the Employer four (4) weeks' advance notice in writing of their intention to take a leave. 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 these above leaves shall be as required in the *Employment Standards Act*.

**14.07 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.

**14.08 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. Employees on an "Educational Leave" shall earn seniority.

**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) employees per store shall be eligible for Educational Leave.**
- B. Written application for the Leave shall be coordinated through the Human Resources Department. Notification of the person going on Leave shall be provided to the store, Union and employee involved.**
- C. Seniority shall be the determining factor in scheduling the Leave.**
- D. Such Leave will be granted on a onetime only basis per employee.**
- E. The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case.**
- F. While on Leave the employee shall not take employment with any competitor in the food business (violation of this provision may result in termination).**
- G. It is understood a person on Leave could be offered minimal part-time work with the Employer without**

**seniority or rights to such work for the duration of the Leave.**

- H. The period of time off will not count towards time worked for vacation entitlement.**
- I. One (1) months' notice of return to work must be given to the Employer unless a return date has been established prior to leaving.**

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

## **SECTION 15 – Severance Pay**

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

**Full-Time Consecutive Service**

Up to two (2) years

Over two (2) years

**Severance Pay**

- One (1) week

- One (1) week's pay for every year of full-time service to a maximum of twenty (20) weeks

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

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

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

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

## **SECTION 16 – Notice or Pay in Lieu of Notice**

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**16.01** Commencing after four (4) months from date of employment, full-time employees when terminated by the Employer, unless guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave unless having a bona fide reason for such absence, shall receive notice in writing or pay in lieu of notice as follows:

- After four (4) months and up to two (2) years of continuous service
  - one (1) week's notice in writing or one (1) week's wages in lieu thereof.
- From two (2) years up to five (5) years' continuous service
  - two (2) weeks' notice in writing or two (2) weeks' wages in lieu thereof.
- From five (5) years up to eight (8) years' continuous service
  - three (3) weeks' notice in writing or three (3) weeks' wages in lieu thereof.
- More than eight (8) years' continuous service
  - four (4) weeks' notice in writing or four (4) weeks' wages in lieu thereof.

**16.02** This section shall not invalidate an employee's right to process his or her termination and to be reinstated as set out in Section 17, providing the employee has been employed by the Employer four (4) calendar months or more.

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

**16.04** Full-time employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time shall be given whatever pay in lieu of



notice they were entitled to immediately prior to the date of their reduction to part-time, unless terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave except where the employee has a bona fide reason for such absence.

**16.05** A copy of notice of dismissal or layoff of full-time employees who have been employed more than four (4) calendar months shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

## **SECTION 17 – Grievance Procedure**

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

**17.02** Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union representative or representatives and the Employer representative or representatives shall meet and in good faith shall earnestly endeavor to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration,

such Board to be established in the manner provided in Section 18 of this Agreement.

- 17.03 Grievances involving the dismissal or layoff of an employee must be submitted to the Employer within ten (10) working days from the date of dismissal or layoff to be waived by the aggrieved party, provided notice has been given as required under Section 16.05.
- 17.04 Any employee alleging wrongful dismissal may place his allegation before the Union representative and, if the Union representative considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement.
- 17.05 Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union.
- 17.06 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 18 – Arbitration**

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- 18.01 The Board of Arbitration shall be composed of a single arbitrator. (The parties may, by mutual consent, agree upon a three (3) person board of arbitration.)
- 18.02 Within thirty (30) days of appointment, the Arbitrator shall hear the matter in dispute and shall render a decision within fourteen (14) days of completing the hearing. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.
- 18.03 Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue.
- 18.04 In reaching its decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions.
- 18.05 The findings and decision of the Arbitrator shall be binding and enforceable on the parties.
- 18.06 **Expedited Arbitration:** Expedited Arbitration may be proposed by the Union or the Employer within forty-five (45) days after the grievance has been filed as per Section 17.01. Within seven (7) days of referral to Expedited Arbitration, either party must respond as to their decision to proceed to Expedited Arbitration or Arbitration under Section 18.01.

## **SECTION 19 – Miscellaneous**

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19.01 **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.

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

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

The Company will post a policy on Wearing Apparel, dress code and protective clothing following these principles:

1. The Company will provide and launder aprons as required.
2. The Company will provide uniforms as required but will only launder uniforms for Bakery Clerks and Meat Cutters.
3. Coveralls provided to Utility Clerks and Janitors are not required. Should an employee receive a coverall, the employee will be responsible for laundering.

Commencing in the first quarter of 2012, the Employer shall provide each employee with two (2) shirts each calendar year. Employees shall be responsible for laundering and

pressing these shirts. Employees who terminate their employment with the Employer shall return all of their shirts to their store.

- 19.03 **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.
- 19.04 **Charitable Donations:** Employee donations to charity funds shall be on a strictly voluntary basis.
- 19.05 **Time Off to Vote:** The Employer agrees that it will fully comply with any law requiring that employees be given time off to vote.
- 19.06 **Polygraph Tests:** The Employer agrees that polygraph or similar lie detector tests will not be used.
- 19.07 **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 cooperate 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.

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

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

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

**19.09 Picket Lines:** The Employer agrees that in the event of a legal picket line of another trade Union being in existence at any of the Employer's Stores covered by this Agreement, the Employer will in no way require or force members to report to work behind such a picket line. Nor will the Employer discipline or in any way discriminate against an employee

who refuses to report to work while a legal picket line exists at his or her place of work.

**19.10 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.

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

**Shop Steward Involvement:** The Parties agree that pursuant to Section 19.11 the following general provisions shall govern:

1. The Shop Steward will be involved in meetings and discussions with employees which will result in discipline, wherever possible.
2. The nature of this involvement should include briefing the Shop Steward in advance or calling the employee to the discipline interview and could result in input from the Shop Steward which assists in the completion of the interview.
3. Where a Shop Steward is not on duty and discipline must proceed, the same practices should be followed with a designated witness. However, a concerted effort shall be made to include the Shop Steward in these matters, wherever possible.

**19.12 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 an allegation of harassment or discrimination has been received by the Employer or the Union, it will be investigated on a priority basis in accordance with the joint policy.**

**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*.**

**19.13 Bulletin Boards:** Bulletin boards will be supplied by the Union and will be placed in lunchrooms or other areas in the store as mutually agreed. It is understood that these bulletin boards are the property of the Union and shall be for their exclusive use.

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

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

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

**19.15 Drug and Alcohol Assistance:** The Employer and the Union recognize that drug and alcohol abuse can have serious negative impact on both the Employer and the employee. The parties mutually agree to cooperate in resolving problems with drug and alcohol abuse with a

**view towards rehabilitating employees suffering from such abuse.**

**19.16 Employee 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. It is understood that any disciplinary record on file at the time of implementing the above will not be invalid because the employee does not have a copy.**

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

**19.17 Information: Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Employer agrees to co-operate to supply such information back to a period of 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.**

## **SECTION 20 – Health and Safety Committee**

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**20.01 Health and Safety Committee:** The Employer agrees to maintain a Health and Safety Committee in each store. The Committee shall function in accordance with the **WorkSafeBC’s** 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. A member 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.**

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

This will include, but is not limited to, providing the Union with the details of the Employer’s Violence in the Workplace “Prevention and Response Program”. The Union will be

provided with incident reports and recommendations flowing from any incident.

- 20.03 Provincial Health and Safety Committee and Training:**  
The parties agree to establish a Provincial Health and Safety Committee of three (3) representatives from the Union and three (3) representatives from the Employer.

**The parties are committed to enhance and promote Health & Safety that is consistent with our Shared Values. Therefore, it shall be the responsibility of the Provincial Health & Safety Committee to develop strategic plans to implement the following objectives:**

- 1. To raise Health & Safety awareness and engagement of all team members through timely and effective two-way communication of Health and Safety initiatives.**
- 2. To ensure consistent and effective Health & Safety training to empower team members and increase confidence in health and safety knowledge.**
- 3. To ensure thorough and accurate reporting, and timely follow-up on Health & Safety issues at store level.**
- 4. To meet, or where mutually agreed, exceed all applicable statutory and regulatory standards, including but not limited to, WorkSafe BC, Occupational Health and Safety Regulations, etc.**
- 5. To develop a process to ensure all third party contractors, including the equipment and supplies they use, are in compliance with WorkSafe BC**

**regulations to ensure the safety of all Team Members and customers.**

- 6. To allocate the necessary time and resources in-store for Health & Safety Committees to follow through on the objectives listed above.**

**The Provincial Health and Safety Committee shall have the discretion to modify the objectives listed above by mutual consent.**

The committee shall meet **on a quarterly basis. Committee functions include:**

- A. Establish and implement health and safety policy.
- B. Discuss and decide issues arising from unresolved worksite committee recommendations.
- C. Assist and ensure compliance with **WorkSafeBC** regulations.
- D. Develop and implement Employer/Union ergonomics programs.
- E. Establish and implement ergonomic training for committee members and employees at risk of M.S.I.

In the event of a disagreement, and when there is no consensus of the committee members, the issue(s) may be referred to an independent third party chosen by mutual agreement of the parties, who shall recommend reasonable solutions to be implemented by the committee.

All safety clothing and protective equipment (excluding safety footwear) required for the protection of employees, or

as required by the Employer, or as per WCB orders on the Employer, shall be provided for and maintained by the Employer. The Employer will provide a selection of rubber safety boots for use by employees.

**In an effort to strengthen the effectiveness of our store joint committees, the parties shall jointly develop and facilitate eight (8) hours of annual training and education which satisfies the Educational Leave requirement in the *Workers' Compensation Act*. An employee may opt out of the joint training session but only if the employee is taking another recognized training program.**

**20.04 The Employer and the Union agree to the following to improve the effectiveness of the Provincial Health and Safety Committee:**

**A. Ensure proper protocol at store level, utilizing the in-store Health and Safety Committee to address the store specific issues.**

**B. As per protocol, if efforts exhausted at store level, the issue must be raised at the Provincial Committee level for resolution.**

**C. Provincial Committee to jointly respond to the specific stores in a timely manner.**

**D. If deemed necessary by the Employer or the Union, the Joint Committee may refer unresolved issues to mediation using an independent third party for resolution.**

## **SECTION 21 – Expiration and Renewal**

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21.01 This Agreement shall be for the period from and including **April 1, 2015** to and including **March 31, 2022** and from year to year thereafter, subject to the right of either Party to the Agreement, within four (4) months immediately preceding **March 31, 2022** or any subsequent anniversary date thereafter to:

- (a) Terminate this Agreement, in writing, effective **March 31, 2022** or any subsequent anniversary thereof,
- (b) Require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

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

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

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

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

For the Union

For the Employer

\_\_\_\_\_  
Ivan Limpricht, President

\_\_\_\_\_  
Major Brar



## **LETTER OF UNDERSTANDING #1 – New Departments**

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

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

When a new department is established, the Department Supervisor of that Department will be added to the exclusions under Article 1 provided a minimum of ten (10) employees are employed in the newly created department. To enhance the Employer's ability to develop supervisory staff, there shall be created the position of Assistant Department Supervisor. The Assistant Department Supervisor shall: be filled by individuals hired or selected on the basis of their merit, qualifications, ability and seniority as determined by Management; shall be required to provide all relief for a Department Manager; and, when not relieving, shall receive hours equal to but not more than the senior employee in the Department.

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

## **LETTER OF UNDERSTANDING #2 – Start-up Agreement**

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In recognition that this is a start-up Agreement, both parties agree that upon request from either the Employee or the Union that both parties shall meet and resolve any and all outstanding problems in relation to the start-up Agreement.

## **LETTER OF UNDERSTANDING #3 – Transfers**

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In the event that the Employer operates two or more PriceSmart stores in the same town, the parties shall meet to determine if there is mutual benefit to creating a multi-store bargaining unit.

## **LETTER OF UNDERSTANDING #4 – Health, Safety and Education Fund**

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

Effective Sunday After Award (SAA), Employer contributions shall increase to ten cents (\$0.10) for each hour worked.

Effective the first Sunday in September, 2012, Employer contributions shall increase to thirteen cents (\$0.13) for each hour worked.

Effective the first Sunday in September, 2013, Employer contributions shall increase to sixteen cents (\$0.16) for each hour worked.

Effective the first Sunday in September, 2014, Employer contributions shall increase to twenty cents (\$0.20) for each hour worked.

## **LETTER OF UNDERSTANDING #5 – New Stores**

---

The Employer and the Union agree that the following terms and conditions of employment shall apply to all new stores (including acquisitions) that open after ratification, 2004.

1. Thirty percent (30%) of the available hours will be scheduled to employees in Pay Grid A.
2. Seventy percent (70%) of the available hours will be scheduled to employees in Pay Grid C for a maximum period of five (5) years from date of opening except as specified in point 3 below.
3. At seven (7) years from the date of opening it is understood that once employees included in Pay Grid C accumulate four thousand six hundred eighty-one (4,681) hours, the senior employee will be moved into Pay Grid B. This practice will continue until fifty percent (50%) of the available hours are being scheduled in Pay Grid B.

## **LETTER OF UNDERSTANDING #6 – Replacement Stores**

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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.

All new replacement or remodeled stores shall move to seventy percent (70%) of the available hours being scheduled to Grid C through attrition. These stores shall remain at seventy percent (70%) Grid C for a minimum of seven (7) years from the date of the opening of the replacement or remodeled store.

## **LETTER OF UNDERSTANDING #7 – Movement Between Banners**

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This agreement shall apply in each banner of the Overwaitea Food Group where this Letter of Understanding has been ratified (or awarded).

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

This provision shall only be available to employees who are members of a Bargaining Unit.

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

## **LETTER OF UNDERSTANDING #8 – Labour Continuity**

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**New and Replacement Stores – Ten Years Labour Peace as follows:**

**The Union and Employer agree that the following shall apply to all New and Replacement stores (including acquisitions) opened after ratification 2017.**

**The Parties agree that for ten years from the date of the opening of each New (including acquisitions) or Replacement store the following shall apply:**

- a) The Employer agrees not to authorize or implement a lockout of the employees at any stores that meet the requirements of this provision;**
- b) The Union agrees not to authorize or implement a strike of the employees at any stores that meet the requirements of this provision; and**
- c) The Union agrees not to picket at any stores that meet the requirements of this provision.**

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

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



## **LETTER OF UNDERSTANDING #9 – Regulated Pharmacy Technician**

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**The Parties agree that the following guidelines will be used regarding the Regulated Pharmacy Technician classification.**

- 1) Regulated Pharmacy Technicians are a separate classification. Employees must be properly licensed in accordance with Provincial regulations to fill this position.**
- 2) The Employer will determine the number of Regulated Pharmacy Technicians, if any, required in each pharmacy and will determine the status of needed position(s).**
- 3) In initially staffing the classification in a store the Employer will:**
  - a) Offer the vacancy position(s) to internal applicants by way of in-store notice. The successful applicant(s) will be chosen based on Seniority.**
  - b) In the event there isn't an in store applicant the position will be offered by notice in other PriceSmart Foods stores. The successful applicant(s) will be chosen based on Seniority.**
  - c) If there are insufficient internal candidates, vacant Regulated Pharmacy Technician positions will be filled by qualified external candidates. The Employer will determine the initial status of these employees.**

- 4) Once the initial staffing in each store is complete part time vacancies will be filled as per point 3 above, and fulltime vacancies will be posted in accordance with the job posting provisions of the collective agreement.**
- 5) Internal reclassified Regulated Pharmacy Technicians will be subject to a 60 day trial period for**
  - a) The employee to decide if they want the work, and**
  - b) The Employer to determine if the employee is capable of performing the necessary duties.**
- 6) Regulated Pharmacy Technician duties will be prescribed by the Provincial and other regulatory authorities. If there are any conflicts the Parties agree to meet to resolve.**
- 7) The Employer will continue with the current practice with Pharmacist Interns and Pharmacist Students. Pharmacy Assistant hours will not be impacted by this practice.**
- 8) The employer will grant internal Pharmacy Assistants a sum in the amount of five hundred dollars (\$500.00) once they have been selected by the Employer and reclassified as Regulated Pharmacy Technicians.**
- 9) Regulated Pharmacy Technicians shall access the Employee Benefit Package.**
- 10) Regulated Pharmacy Technician Wage Scale:**

<b>Accumulated Hours Worked</b>	
<b>0-520</b>	<b>\$20.73</b>
<b>521-1040</b>	<b>\$20.98</b>
<b>1041-1560</b>	<b>\$21.23</b>
<b>1561-2080</b>	<b>\$21.48</b>
<b>2081-2600</b>	<b>\$21.73</b>
<b>2601-3120</b>	<b>\$21.98</b>
<b>3121-3640</b>	<b>\$22.23</b>
<b>3641-4160</b>	<b>\$22.48</b>
<b>4161-4680</b>	<b>\$22.73</b>
<b>4681-5200</b>	<b>\$23.53</b>
<b>5201-5720</b>	<b>\$24.23</b>
<b>Over 5720</b>	<b>\$25.20</b>

**Existing internal Pharmacy Assistants with less than 520 experience hours will have their career hours established at zero and placed on the Regulated Pharmacy Technician Wage Scale (above) at the appropriate scale rate. All other internal Pharmacy Assistants will be placed on the Regulated Pharmacy Technician Wage Scale (above) according to their career hours to a maximum of 4680.**

## **LETTER OF UNDERSTANDING #10 – Transition from Restaurant Classifications to another Classification**

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**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 \$17.00 per hour. Once restaurant employees have achieved either \$14.00 or Cooks who have received \$17.00 per hour, these employees shall have the ability to transfer to other classification/department in the store in order to progress further up the 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.**

**Upon achieving \$17.00/hr, Cooks who opt to move into another classification/department shall be red-circled at that rate until they have worked the experience hours to move to the next highest rate on the Wage Scale. Hours worked in the Cook Classification shall be credited towards these experience hours.**

### **Example #1**

***Restaurant Employees will be hired at the start of the 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 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.***

**Example #2**

***Cooks will be hired at the \$14.00 on the Wage Scale (if they do not have any previous experience) and will progress up the Wage Scale every 520 hours up to \$17.00/hr. Cooks transferring to a new classification will be required to work a cumulative 18721 experience hours before progressing past \$17.00 in the new classification.***

## **LETTER OF UNDERSTANDING #11 – Changes in Work Operation**

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

## **LETTER OF UNDERSTANDING #12 – Voluntary Severance**

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

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

If the Employer does determine that an offer is to be made, the full details of the offer will be provided to the eligible employees with a copy provided to the Union. It is understood that employees will be given a reasonable period of time to consider the offer and to seek advice on it as they deem appropriate.

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

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

## **LETTER OF UNDERSTANDING #13 – Job Transfer of Save-On-Foods JSG Grid A Employees**

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**Consistent with discussions during bargaining, within six (6) months following the date of ratification 2017 the Employer will reduce the number of employees identified as Job Security Guarantee (“JSG”) Grid A under the Overwaitea Foods/Save-On-Foods collective agreement at PriceSmart Foods #2274.**

**The parties agree to the following steps to facilitate this transition:**

- 1. A Voluntary Severance offer shall be made to all JSG Grid A employees at PriceSmart Foods #2274 and #2281 including key personnel.**
- 2. In the event there are fewer than thirty (30) JSG Grid A employees who accept the Voluntary Severance offer at PriceSmart Foods #2274, within six (6) months from the conclusion of the Voluntary Severance offer, JSG Grid A employees at PriceSmart Foods #2274 shall have the option to voluntarily transfer to a Save-On-Foods store or PriceSmart Foods #2281. The Employer will provide JSG Grid A employees with a list of Save-On-Foods throughout British Columbia to consider, along with the maximum number of employees that will be permitted in each of these stores. Store selection preference shall be by seniority.**



- 3. In the event there are fewer than thirty (30) JSG Grid A employees at PriceSmart Foods #2274 who either accept the Voluntary Severance offer or voluntary transfer opportunity, the Employer will transfer JSG A employees from PriceSmart Foods #2274 by reverse seniority to an eligible Save-On-Foods store until the number of JSG Grid A employees at PriceSmart Foods #2274 is reduced by thirty (30). Employees will not be transferred more than 30km away from PriceSmart Foods #2274. The Parties agree to meet to address any anomalies that arise.**
  
- 4. No Save-On-Foods Store shall be placed on the Quarterly Review process as a result of employees transferring out of PriceSmart Foods #2274 and into a Save-On-Foods store.**

**No Grid A employee in a Save-On-Foods store shall have their hours reduced as a result of an employee from PriceSmart Foods #2274 transferring into their store.**

# **LETTER OF INTENT**

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## **Letter Between the Parties**

**August 4, 2016**

**Donna Tremblay  
UFCW Local 1518  
350 Columbia Street  
New Westminster, B.C.  
V3L 1A6**

**Dear Ms. Tremblay,**

**Re: Free Time and Failure to Report All Time Worked**

**This letter reflects the discussions of the parties at the bargaining table regarding “free-timing” in the Restaurant and other areas of PriceSmart Foods stores.**

**The parties will meet to review and make relevant the January 24<sup>th</sup>, 2005 Vince Ready Free Timing and Failure to Report All Time Worked award and communique. In the event a dispute occurs the matter shall be referred to senior leaders of the Employer and Union who will be provided 5 business days to find a resolve to the issue before the matter is referred to Vince Ready or another arbitrator.**

**Once the terms of the award and communique are agreed to the Employer will translate this modified Joint Communique to Chinese and will distribute both the original and translated**

**versions of the Communique to employees of PriceSmart  
Foods stores.**

**Sincerely,**

**Eric Bourke  
Manager, Labour Relations**

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