

COLLECTIVE AGREEMENT

Between

Shoppers Wholesale Foods

And

United Food and Commercial Workers, Local 1518

May 18, 2018 to May 18, 2019

Ratified by member vote: May 28, 2018



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MEMORANDUM OF AGREEMENT made this 28th day of May, 2018

BY AND BETWEEN

**SHOPPERS WHOLESALE FOODS, a body corporate
carrying on business in Prince George, Province of
British Columbia
(hereinafter referred to as the “Employer”)**

AND

**UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 1518, chartered by the United Foods and
Commercial Workers International Union, C.L.C.
(hereinafter referred to as the “Union”)**

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

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

ARTICLE 1 – Bargaining Agency

- 1.1 The Employer recognizes and agrees that the Union is the sole and exclusive bargaining agent for the employees of the Employer employed at the place set out in the certificate of bargaining authority, except management, at 1959 Nicholson Street, Prince George.
- 1.2 This Agreement shall be binding on the Employer and the Union and their respective successors, and on each employee.

ARTICLE 2 – Management Rights

- 2.1 The Union agrees that the right to plan, direct and control warehouse operations, direct and schedule the working force, discharge employees for cause, and judgment as to the competency of the employee, are the sole right and function of the Employer.
- 2.2 The Parties agree that the Employer shall be the sole judge of the merchandise it may handle, process, manufacture or package, and of the manner in which these functions may be carried out, in and how the merchandise may be handled, stored, shipped or sold.
- 2.3 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 by this agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this agreement.

ARTICLE 3 – Union Security

- 3.1 Each employee covered by this agreement shall within (30) calendar days after entering the employ of the Employer become and remain a member in good standing of the Union as a condition of continued employment.
- 3.2 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 Article 3.1 of the Agreement, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The employer shall require that new employees complete the Union Check-off and Union Application Forms at the time of hiring. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.
- 3.3 The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union.
- 3.4 The Employer further agrees to automatically deduct Union dues from the wages of all new employees. The Union will supply an appropriate form to the Employer so that new employees, at the time of hire, will authorize Union dues deductions. The 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.
- 3.5 Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10) 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 four (4) week basis showing amount deducted each week, for what purpose and the total amount deducted during the four (4) week period. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

ARTICLE 4 – Union Recognition

- 4.1 **Shop Stewards Recognition**
There shall be a maximum of three (3) Shop Stewards appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.
- 4.2 The Shop Stewards shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- 4.3 The Employer will recognize the Shop Stewards selected in accordance with the Union rules and regulations as the representatives of the employees, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.

- 4.4 The Union will advise the Employer of the identity of the Shop Stewards.
- 4.5 Providing such does not interfere with the normal operations, the Shop Stewards shall be allowed to investigate and take up grievances during working hours without loss of pay.
- 4.6 The Shop Stewards may introduce new employees to the Union on their own time and to present membership cards for signature.
- 4.7 Time Off For Union Business

The Employer agrees to grant necessary time off, with pay and without discrimination, to not more than two (2) employees designated by the Union for a maximum of two (2) weeks, or such longer period as may be mutually agreed upon, to attend labour conventions, training programs, or to serve in an official capacity for the Union.

The employee or the Union must give the Employer at least twenty-one (21) days written notice prior to the requested leave of absence date. The Employer shall grant the leave of absence providing such absence does not interfere with the efficient operation of the Warehouse. The Employer shall bill the Union and the Union will reimburse the Employer for the wage and benefit cost.

- 4.8 An employee shall have the right to the presence of a shop steward or another employee of his or her choice, provided that they are in the workplace at the time, when the employee is:
- (a) given a reprimand which is to entered on the employee's personnel file
 - or
 - (b) suspended or discharged.

4.9 Human Rights

Both the Employer and the Union endorse the principles outlined under the Human Rights Act wherein it is illegal for neither the Employer and/or the Union to discriminate in respect to employment or membership in the Union because of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age or conviction for an offense unrelated to employment or membership to the Union.

4.10 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. The Employer and the Union agree to ensure that the Policy Against Harassment and Discrimination will be available and accessible to all employees.

4.11 Formal Discipline Report

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.

All written warnings and reprimands shall be rescinded and removed from the employee's personnel file after a period of twelve (12) months after the date of the disciplinary action and shall not be used against the employee thereafter.

Subject to the Union's agreement, in certain circumstances, such as harassment issues, disciplinary letters may remain in the employee's file for a longer period of time.

4.12 Union Representatives – Site Visits

A Union representative shall be entitled to visit the premises for the purpose of interviewing employees and to ensure that the terms and conditions of the Collective Agreement are being implemented. The interview of an employee by a Union representative shall be permitted after notifying the Management and shall be:

- (a) carried on in a place designated by management;
- (b) held whenever possible during the lunch period, however, if this is not practical, during regular working hours:
- (c) held at such times as will not interfere with warehouse operations. Time taken for such interview in excess of five (5) minutes shall not be on company time unless with the approval of management.

4.13 Bulletin Boards

Bulletin boards will be supplied by the Union and will be placed in lunchrooms or other areas in the premises mutually agreed. It is understood that these bulleting boards are the property of the Union and shall be for its exclusive use.

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

- (a) Meeting notices
- (b) Safety information
- (c) Benefits Plan Information
- (d) Collective Agreement

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

4.14 Upon request, the Employer will provide a copy of the work schedule to the Union representative.

4.15 No Discrimination For Union Activity

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 provisions of this Agreement.

4.16 Legal Picket Line

The Employer agrees that in the event of a legal picket line of another trade union being in existence at the Employer's warehouse, the Employer will in no way require or force members to report to work behind such 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.

ARTICLE 5 – Seniority

5.1 Definition

Seniority shall mean length of continuous service with this employer as a member in good standing in the bargaining unit.

5.2 In the case where two (2) or more employees commence work on the same date, their seniority shall be determined at the end of the probationary period. At the end of the probationary period, the seniority dates of newly hired employees shall be sent to the Union office. The seniority will be determined by:

- (a) first, starting time;
- (b) second (if necessary), alphabetical order.

5.3 Seniority Lists

The Employer will prepare a Company seniority list for all employees in the bargaining unit showing length of service with the Employer. The seniority list provided to the Union will show the name, most recent date of hire, classification and rate of pay for each employee.

Copies of seniority lists, without pay rates, will be posted in each department with revised copies mailed to the Union office.

5.4 In the event of layoff, reduction of hours of work, and re-hire of employees, seniority shall prevail provided the senior employee has the ability and qualifications to do the work to be performed.

- (a) Should an employee who has the necessary qualifications exercise their seniority outside their classification, they will be given a reasonable opportunity to do the job in a competent manner. For the purpose of this Article reasonable opportunity shall mean a maximum of forty (40) hours.
- (b) Employees exercising their seniority under (a) above may be restricted to one opportunity to do a job outside of their classification.

5.5 Probationary Period

All employees hired shall be considered probationary for the first three (3) months after hiring. During this period, seniority will not be applicable and the Employer may

terminate the probationary employee. The employee shall be granted seniority from date of hire.

- 5.6 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.
- 5.7 Paid vacations and statutory holidays, pregnancy/parental leave, paid medical absence, and other paid absences shall be considered as time worked for all purposes of the Collective Agreement.
- 5.8 Seniority of an employee shall be considered broken and all rights forfeited when an employee voluntarily leaves the service of the Employer, or is dismissed with just cause, or fails to report back to work within seventy-two (72) hours from the time of recall, or is laid off for a period in excess of twenty-six (26) consecutive weeks. In cases of recall, the Employer will telephone and/or send a registered letter to the employee.

ARTICLE 6 – Clerks Work Clause

Subject to exclusions in Section 1 of this Agreement, all work in the handling and selling of merchandise in the warehouse of the Employer shall be performed only by employees of the Employer who are in the bargaining unit and who are members of the Union, with the following exceptions:

- (a) Supervisory and specialist personnel that are employees of the Employer;
- (b) Rack jobbers; which includes chip and pop drivers who are entitled to order and initially stock their respective products in their section and/or display, twice per week, with any further stocking or replenishing of their sections and/or display during the week to be performed by bargaining unit members only;
- (c) Sales representatives may re-allocate their sections by laying out facings of product only, stocking to be done by employees of the Employer;
- (d) Demonstrators;
- (e) Truck drivers.

Any violation of this clause may be treated as a grievance under this Agreement.

ARTICLE 7 – Classifications

- 7.1 For purposes of seniority, employees shall be divided into four (4) classifications: Warehouse Workers, Clerks, Drivers and Meat Cutters.
- 7.2 The Employer shall post all full-time job vacancies for a period of five (5) days. Skills, qualifications and seniority will be taken into consideration in selecting the successful

candidate. When more than one candidate has the required skills and qualifications, the candidate with the most company seniority will be selected.

A full-time vacancy shall exist when a full-time employee transfers or terminates employment and a full-time position remains open.

All employees are eligible to apply for posted vacancies. 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.

The name of the successful applicant along with their seniority date will be posted within ten (10) days of the original posting. The Employer will forward a copy to the Union.

ARTICLE 8 – Hours of Work

8.1 The following provisions are established for payroll calculation purposes only, and shall not be construed as a representation or guarantee by the Employer of any time or period of work or employment.

8.2 The workweek shall be between the seven (7) day period Sunday to Saturday inclusive.

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

8.4 Employees shall be paid at their regular, hourly rate for each hour worked, except when scheduled for less than two (2) hours; in which event, they shall receive a minimum of four (4) hours pay.

8.5 Reporting Pay

If an employee is called by the Employer to report for work, and upon reporting finds that his services are not needed, he shall receive two (2) hours pay, except in the event of emergency.

8.6 Meal Periods

Meal periods shall be thirty (30) minutes unless a greater time is mutually agreed upon. Employees who work on eight (8) hour shift shall have an unpaid meal period to commence not earlier than three (3) hours nor later than five (5) hours after commencement of the shift. Employees working over five (5) hours but less than eight (8) hours shall be entitled to a thirty (30) minute unpaid meal period.

8.7 Rest Periods

(a) An employee working six (6) hours or longer shall be scheduled for two (2) rest periods with pay.

(b) An employee working four (4) hours but less than six (6) hours shall be scheduled for one (1) rest period with pay.

(c) Each rest period shall be for a period not to exceed fifteen (15) minutes.

8.8 Working Schedules

Weekly work schedules for employees shall be posted by Saturday, two (2) weeks in advance. The Employer shall verbally advise individual employees of the changes to the work schedule once it has been posted.

The Employer will provide at least twenty-four (24) hours verbal notice to affected employees of any changes to their work schedule. This may not be possible due to staff absences from work and emergencies such as power failures, weather conditions and other instances of *force majeure*.

The Employer will endeavor to schedule eight (8) hour shifts subject to the operational needs of the business.

Available Hours of work shall be scheduled by seniority to employees in the same classification within the operation provided they are available and can perform the work.

All employees hired on or before Ratification 2010 will be scheduled by daily seniority. Weekly seniority will apply to employees hired after Ratification 2010.

The term "daily" seniority shall mean that the senior employee will be scheduled for the longest shift on a daily basis to a maximum of eight (8) hours per day for five (5) days per week. The term "weekly" seniority shall mean that the senior employee will be scheduled for at least as many hours or more than junior employees in their classification within each weekly work schedule to a maximum of five (5) days and forty (40) hours per week.

8.9 Shift Interval

There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed a ten (10) hour interval between shifts shall be paid at the rate of time and one half (1 ½) for time worked prior to the expiry of the ten (10) hour interval.

8.10 It is the obligation of the employee to provide as much notice as possible when they are unable to report for a scheduled shift.

8.11 Where the absence is due to the Employees illness or injury, the employee shall make every effort to notify the Employer as well as advising the Employer as to the estimated length of the absence and give notice of when they are able to return to work.

8.12 Return To Work After Illness/Injury

After absence due to illness or injury, the employee must be returned to his or her duties when capable of performing their duties, provided reasonable notice has been provided.

8.13 Time Clocks

The Employer shall provide a time clock to enable employees to record their time for payroll purposes. Employees shall record their own time at the time they start and finish and the time they commence and return from meal periods and rest periods. Management agrees to assume its full responsibility in seeing that all employees are compensated for all the time worked.

8.14 Hours of Work

Daily hours of work shall be consecutive with the exception of the meal period. Employees shall not be required to work a split shift except at the mutual agreement of the employee and the Employer. Such agreement shall be given by the employee in writing. When an employee has agreed to work split shifts and wishes to withdraw such agreement, twenty-four (24) hours' notice shall be given to the Employer.

8.15 Consecutive Day Limit

No employees shall be required to work more than six (6) consecutive days.

8.16 All Clerks who work primarily as cash register operators shall be entitled to at least one (1) weekend Saturday/Sunday off every two (2) months. A planner will be posted regarding weekends off at least one (1) month in advance. Weekends for the purposes of this provision may be modified at the employees request to be Friday/Saturday or Sunday/Monday.

8.17 Requested Time Off

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

8.18 Night Stocking

Night stocking shifts shall commence at 12 midnight or 11:30 p.m. The employer agrees to schedule night stocking crews consecutive days of work where ever possible subject to the operational needs of the warehouse.

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

8.20 Restriction of Availability

A fulltime employee who reverts to part-time status shall be considered to have restricted their availability.

ARTICLE 9 – Overtime

9.1 All time worked in excess of the basic workweek or work day, as defined in Article 8 of this Agreement, shall be paid at the rate of time and one half (1-1/2) times the regular hourly rate.

9.2 Notwithstanding the above, all hours worked in excess of ten (10) hours in a work day and forty-eight (48) in the work week shall be paid at two (2) times the regular hourly rate, provided overtime pay has not been received for such hours.

9.3 All overtime work must be authorized by management or those authorized or designated by the Employer to authorize overtime.

- 9.4 Employees required to work must be authorized by management or those authorized or designated by the Employer to authorize overtime.
- 9.5 Overtime shall be offered by classification seniority to those employees working at the time. When requested to work overtime, an employee may decline. 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.

Where there are no volunteers with the ability to do the work, reverse seniority will apply, and the most junior employee able to perform the work will be required to work the overtime.

ARTICLE 10 – Wages

- 10.1 The Employer agrees to pay all persons covered by the terms of this Agreement not less than the schedule of wages contained in Appendix A during the life of this Agreement.
- 10.2 Pay Period
The Employer shall every second Friday pay each employee all wages earned by the employee up to and including the previous Saturday.
- 10.3 Statement of Earnings
Each employee shall receive a statement of earnings for each pay period. This statement will include wage rates, hours paid, overtime, all deductions and any other information necessary to explain the calculations of earnings.
- 10.4 Any employees resigning his position or terminated by the Employer shall be paid all monies due to him on the next regular pay day.
- 10.5 Staff Meetings
Staff meetings, called by the Employer, whether in the warehouse or off premises, shall be considered as time worked and paid for accordingly, except meal meetings at which the attendance is voluntary. Such meal meetings in excess of three (3) during each contract year shall be considered as time worked and paid accordingly.
- 10.6 Physical Examinations
Where the Employer requires an employee to take a physical examination, doctor's fees for such examination shall be paid by the Employer.

ARTICLE 11 – Vacations

- 11.1 All employees shall be entitled to annual vacation time and pay according to their completed years of continuous service with the Employer at the beginning of each vacation year, as follows:

Less than one (1) year	One (1) vacation day per completed month worked, to a maximum of ten (10) vacation days, and four percent (4%) of gross wages as vacation pay;
One (1) year or over	Two (2) weeks vacation and four percent (4%) of gross wages earned in the preceding vacation year as vacation pay;
Four (4) years or over	Three (3) weeks vacation and six percent (6%) of gross wages earned in the preceding vacation year as vacation pay;
Nine (9) years or over	Four (4) weeks vacation and eight percent (8%) of gross wages earned in the preceding vacation year as vacation pay;
Sixteen (16) years or over	Five (5) weeks vacation and ten percent (10%) of gross wages earned in the preceding vacation year as vacation pay.

11.2 (a) The Employees must take their scheduled annual vacation within each vacation year. The vacation year shall mean the period between January 1st of one (1) calendar year to January 1st of the next calendar year.

(b) Vacation Schedule

A vacation calendar shall be posted by the Employer by January 31 of given year.

The selection of holidays will commence with the most senior employee through to the least senior employee. Employees will pick their first two (2) weeks of vacation by shift in the case of warehouse employees starting with the most senior employee and finishing with the most junior. This process will take three (3) weeks beginning January 31st of each year. The process will be repeated for selection of the next two (2) weeks of vacation time and will continue until all employees have selected their vacations; the second selection process must be completed prior to March 31st.

A maximum of two employees per classification per shift, provided there are more than five (5) employees in the classification, can be off at one time. The last week in February will be allotted for the Employer to remedy any vacation scheduling issues and approve first selection.

The ability for two members to receive vacation time will not be denied by the need of excluded management to take vacation time other than those normally requested to relieve management.

11.3 Paid vacations and paid statutory holidays shall be considered as time worked for all purposes of the Collective Agreement.

11.4 When an employee resigns or is terminated, in the course of payment of his final pay entitlement, he will receive payment for any annual vacation entitlement earned but unpaid.

ARTICLE 12 – Statutory Holidays

12.1 The Employer shall give to each eligible employee a holiday with pay on each of the designated Statutory Holidays. To qualify for Statutory Holiday pay employees must

have been employed for at least thirty (30) calendar days and have worked on at least fifteen (15) of the thirty (30) days before the statutory holiday.

Employees who have established seniority in accordance with Article 5 and who have worked their last working shift scheduled by the Employer within thirty (30) days previous to the Statutory Holiday and who work their first working day scheduled by the Employer within thirty (30) days following the Statutory Holiday, shall receive their regular wages for such holiday.

Qualified employees who work on a statutory holiday shall be paid time and a half (1 ½) for the first ten (10) hours worked and double time after ten (10) hours.

Plus an average days pay. An average day's pay is the total regular earnings divided by the number of days worked in the previous thirty (30) calendar days.

Regular earnings includes wages, and vacation pay received for vacations taken, but does not include overtime pay.

Days worked includes all days where wages were earned as well as any days of annual vacation taken in the thirty (30) calendar days before the statutory holiday.

The parties may agree to substitute another day for a statutory holiday. The substitute day must be treated the same as a statutory holiday.

12.2 The designated Statutory Holidays shall be:

New Years Day	Family Day
Good Friday	Victoria Day
Canada Day	British Columbia Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

and all other public holidays proclaimed by the Federal or Provincial Governments.

12.3 When a Statutory Holiday falls within an employee's scheduled vacation, he or she shall receive a day off with pay in conjunction with his or her vacation.

ARTICLE 13 – Leaves of Absence

13.1 Pregnancy Leave

1. A pregnant employee who requests leave shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) weeks, up to eleven (11) weeks prior to the expected delivery date and at least six (6) weeks after the actual delivery date. The employee may choose to delay the commencement of her pregnancy leave, provided she is medically fit to perform the full range of duties of her position. This will not affect the employee's entitlement to pregnancy leave.

2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
3. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under point (1) or (2).
4. All such requests must be submitted in writing at least two (2) weeks prior to the employee's return to work date.
5. In addition to the Pregnancy Leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.
6. An employee requesting a shorter period than six (6) weeks after the actual birth to return to work must provide written notice to the Employer of not less than one (1) week before the date the employee proposes to return to work. If required by the Employer, the request must be accompanied by a physician's medical certificate stating the employee is able to return to work.
7. Benefit entitlement for the above leaves shall be as required by the B.C. *Employment Standards Act*.

13.2 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 Article 16.3 – up to thirty five (35) weeks of unpaid leave beginning immediately after the end of the leave taken under Article 16.3.
 - (b) for a birth mother who does not take a leave under Article 16.3 in relation to the birth of a child – up to thirty seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks after that event.
 - (c) for a birth father – up to thirty seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks after that event.
 - (d) for an adopting parent – up to thirty seven (37) weeks of unpaid leave beginning within fifty two (52) weeks after the child is placed with the parent.
2. If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1) above.

3. The employee is required to give the Employer four (4) weeks' advance notice in writing of their intention to take a leave under subsection 1 (a) (b) (c). The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to the leave.
4. Benefit entitlement for the above leaves shall be as required by the B.C. *Employment Standards Act*.

13.3 Family Responsibility Leave

An employee can take up to five (5) days of unpaid leave in each employment year to attend to the care, health or education of a child in the employee's care, or to the care or health of any other member of the employee's immediate family.

13.4 Compassionate Care Leave

An employee can take up to eight weeks of unpaid leave within a twenty-six (26) week period to care for a gravely ill family member. The employee must obtain a medical certificate which states that the family member is gravely ill with a significant risk of death within twenty-six (26) weeks.

13.5 Compassionate leaves to all employees will be dealt with on an individual basis.

13.6 Bereavement Leave

An employee is entitled to up to three (3) days of paid leave on the death of a family member of the employee's immediate family. This leave may be for the purpose other than to attend a funeral.

- (a) The term "immediate family" shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchild, or any relative living in the household of the employee.
- (b) Time off due to death of a member of an employee's family must be taken at the time of bereavement.

13.7 Jury and Witness Duty Pay

An employee summoned to Jury Duty shall be paid wages amounting to the difference paid them for their services and the amount they would have earned had they worked on such days. Employees performing the said service shall furnish the Employer with such Statements of Earnings as the courts may supply.

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

- 13.8 In any instance where an employee accepts other employment in the industry, without the consent of the Employer, when on leave of absence for any reason, his employment may be terminated, subject to proper proof of same.
- 13.9 Leaves of absences shall be considered on the basis of merit. All leaves of absences shall be at the sole discretion of the Employer. Such leave shall not to be unreasonable denied. It is also understood that where practical all leaves of absences must be applied for in writing.

ARTICLE 14 – Committees

14.1 Health and Safety Committee

The Employer agrees to maintain a Health and Safety Committee in the work place. The committee shall function in accordance with the WorkSafe B.C. Safety Regulations. An employee shall be elected by Bargaining Unit members or be appointed by the Union to the Committee.

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

14.2 Standing Committee

On the request of either party, the parties shall meet as least once every two (2) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement.

14.3 Adjustment Committee

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, condition or security of employment of a significant number of employees to whom this Agreement applies,

- (a) the Employer shall give notice to the Union at least six (60) days before the date on which the measure, policy practice or change is to be effected, and
- (b) after notice has been given, the Employer and the Union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - i) consideration of alternatives to the proposed measure, policy, practice or change, including amendments of provisions of the Collective Agreement;
 - ii) human resource planning and employee counseling and retraining;
 - iii) notice of termination;
 - iv) severance pay;
 - v) entitlement to pension and other benefits including early retirement benefits;
 - vi) a bipartite process for overseeing the implementation of the adjustment plan.

If, after a meeting in accordance with subsection (a), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the Collective Agreement.

Subsections (a) and (b) do not apply to the termination of the employment of employees referred to in Section 65 of the Employment Standards Act.

ARTICLE 15 – Health and Welfare

15.1 On request the Employer agrees to make available to eligible employees the Shoppers Wholesale Food Group Benefit Plan.

The Health and Welfare plan is available for employees who work an average of the hours as set out below over a thirteen (13) week period:

- 25 hours or more — Full Plan
- 16 to 25 hours — MSP only

15.2 Benefits – Full Plan

- (a) Medical Services Plan of British Columbia
- (b) Dental Plan
- (c) Life Insurance
- (d) Dependant life Insurance
- (e) Accidental Death and Dismemberment
- (f) Long Term Disability
- (g) Preferred Vision Services

ARTICLE 16 – Severance Pay

16.1 Full time employees when terminated by the Employer, unless terminated for cause, shall receive notice in writing or pay in lieu of notice as follows:

After four (4) months and up to one (1) years of continuous service, one (1) week's notice in writing or one (1) week's wages in lieu thereof.

From one (1) year up to three (3) years continuous service, two (2) week's notice in writing or two (2) weeks' wages in lieu thereof..

More than three (3) years of continuous service, one (1) weeks notice in writing or one (1) weeks wages in lieu thereof for each completed year of employment to a maximum of eight (8) weeks.

ARTICLE 17 – General Provisions

17.1 Time off to Vote

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

17.2 Adequate Heating and Cooling

The Employer agrees to maintain adequate heating facilities in the warehouse.

17.3 The Employer agrees, during the term of this Agreement, to furnish and maintain first-aid equipment in its operations, as required by the WorkSafe B.C. regulation.

17.4 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.

17.5 Tools and Equipment

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

17.6 Uniforms

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

17.7 Gloves

The Employer will supply gloves to employees who require them in the performance of their duties.

17.8 Safety Footwear Allowance

The Employer shall pay seventy-five dollars (\$75.00) per year for Safety Footwear every January for all employees employed three (3) months or more.

17.9 Medical Notes

The Employer agrees to pay the fee for medical reports and/or notes required by the Employer in writing.

ARTICLE 18 – Savings Clause

If any Article of this Agreement should be held invalid by operation or by law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal, pending a final determination as to its validity, the remainder of the Agreement shall not be affected thereby.

ARTICLE 19 – Grievance Procedure

- 19.1 Should a dispute arise between the Employer and the employee or the Union as an entity regarding the interpretation, application or violation of this Agreement, it shall be resolved in the following procedural manner:

Step A:

At the first opportunity from the time the grievance arose or the employee became aware of the violation, the employee, accompanied by the Shop Steward if the employee so wishes or the shop steward shall discuss the matter with the immediate supervisor.

Step B:

Should a solution not be reached under Step A then a Union Representative, accompanied by the employee if the employee or Union Representative so wish, shall within fourteen (14) days, discuss the matter with a representative of the Employer. If a solution is reached, this shall be final.

Step C:

Should a solution not be reached under Step B then the Union Representative shall, within twenty-one (21) days state the grievance in writing, describing the grievance and specifying the Article or Articles which are alleged to have been violated as well as the remedy sought, date and sign the grievance and discuss the matter with the general manager or designate. If a solution is reached, this shall be final.

- 19.2 The Employer agrees to reply in writing within fourteen (14) days as to the disposition of all grievances submitted by the Union.

- 19.3 The parties may agree to extend any time limits in the grievance procedure.

- 19.4 The parties, by mutual agreement, may invoke Section 103 of the British Columbia Labour Code to facilitate the settling of Grievances.

- 19.5 Troubleshooter

Grant McArthur (or any other individual agreed by the parties) shall conduct expedited hearings on the following basis:

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

the process may be adjourned to allow a fair opportunity for analysis and reply.

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

ARTICLE 20 – Arbitration Procedure

- 20.1 If the procedures set forth in Section 16.1, Step A, Step B, and Step C, do not result in a solution being reached within twenty-one (21) days of the first discussion between a Union representative of the Union and a representative of the Employer, or within such further period as the Employer and the Union agree to in writing, the dispute shall be referred to an agreed upon single Arbitrator, who will meet with the authorized representatives of the Union and the Employer to hear both sides of the grievance.
- 20.2 Should either parties not agree on an Arbitrator within three (3) weeks of the referral to arbitration, then either party may apply to the Labour Relations Board. To appoint an Arbitrator.
- 20.3 The parties may agree to extend any time limits in the arbitration procedure.
- 20.4 The Arbitrator shall endeavor to hand down his decision within three (3) weeks following completion of the hearing. The Arbitrator shall not have authority in any manner to amend, alter or change any provision of this Agreement.
- 20.5 The expenses and remuneration of the Arbitrator shall be paid by the parties in equal shares.
- 20.6 Expedited Arbitration
In the event of a grievance filed with respect to discipline or termination of employment, the parties may process the grievance on an expedited basis. In that case, the grievance will immediately be referred to Step C of the grievance procedure and failing resolution, within 7 days in the case of a termination grievance, may immediately be referred to a third party for adjudication.

ARTICLE 21 – Duration

- 21.1 Any of the conditions of this agreement may be amended at any time if both parties agree such amendment is desirable.

- 21.2 This Agreement shall be in force and effect from and including **May 18, 2018** to and including **May 18, 2019** and shall continue in full force and effect from year to year thereafter subject to the right of either party to this Agreement, to give written notice to the other party to commence Collective Bargaining.
- 21.3 There shall be no strike or lock out so long as this Agreement continues in force.
- 21.4 Should either party give written notice to the other party pursuant hereto, or such notices be deemed to be given by operation of law, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the Agreement, or in crease 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:
- (a) the Union shall commence a legal strike;
 - (b) the Employer shall commence a legal lockout;
 - (c) the parties shall conclude a renewal or revision of the Agreement or a new Collective Agreement.
- 21.5 The parties hereto agree that the operation of the Sections 50(2) and 50(3) of the Labour Relations code of British Columbia is excluded from this Agreement.

SIGNED THIS _____ DAY OF _____, _____

FOR THE UNION
 UNITED FOOD & COMMERCIAL
 WORKERS, LOCAL 1518

FOR THE EMPLOYER
 SHOPPERS WHOLESALE
 FOODS



 Ivan Limpricht, President

 Larry Hyette, Owner/Operator

APPENDIX A

SHIFT PREMIUM:

\$1.00 per hour for all employees required to work between the hours of 6:00 p.m. and 7:00 a.m.

FREEZER PREMIUM:

\$1.00 per hour if working two (2) hours or more in the freezer during a shift. Premium to be paid for time spent in the freezer.

MANAGER RELIEF PREMIUM:

When an employee is requested by management to relieve an absent excluded personnel position as listed in LOU #1 for days off, sickness, vacation or any other absenteeism, the member shall receive a \$2.00 per hour premium in addition to their current wage.

The Employer will post notice on the punch notice board advising who the relieving management person is at any given time.

OUT-OF-TOWN DRIVERS:

If in-town drivers are required to drive out-of-town routes the driver will be paid the next higher rate than their current rate on the out-of-town driver's rate of pay. In-town drivers will be offered the shift in order of seniority unless there is less than twenty-four (24) hours' notice as a result of sickness or *force majeure*.

Drivers will be canvassed twice per year (spring & fall) regarding their availability to drive out of town. Trips will be offered by seniority for those who have indicated the willingness. Any driver who has volunteered and who declines to drive without reasonable cause will forfeit their right to work out of town until the next canvass opportunity.

COST SHARING of BENEFITS

MSP 75% employee paid

Life Ins. AD&D 100% employee paid

LTD 100% employee paid

Ext. Health 40% employee paid. Effective January 1, 2014: 30% employee paid

Dental 40% employee paid. Effective January 1, 2014: 30% employee paid.

R.R.S.P.: Employer and Employee contributions to increase to 3% effective 2013 tax year. Employer to match up to 3%.

WAGE INCREASES

Effective May 18, 2018

\$0.50/hour

No employee's wages will be reduced as a result of the signing of this agreement.

Letter of Understanding #1

Exclusions

The parties agree that to the following individuals and their positions are excluded from the terms and conditions of this Collective Bargaining Agreement:

Terry Wong	Warehouse Manager
Garry Curle	General/Floor Manager
Marcella Lupul	Merchandising Manager
Denise Smith	Alliance Coordinator/Manager
Cliff Lockwood	Afternoon Shift Warehouse Foreman
Ron Auld	Produce Manager

Signed this 20th day of December, 2007

Renewed this 7th day of December, 2013

Renewed this 29th day of August, 2016

Renewed this 28th day of May, 2018


For the Union

For the Employer

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