

COLLECTIVE AGREEMENT

Between

Health Ventures Ltd. (Lifestyle Markets)

And

United Food and Commercial Workers, Local 1518

July 29, 2020 to July 29, 2023

Ratification Date July 29, 2020

Ratified by member vote: July 29, 2020



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MEMORANDUM OF AGREEMENT made this 29 day of July 2020.

BETWEEN: **HEALTH VENTURES LTD (LIFESTYLE MARKET)**, whose principal place of business is located at **Victoria**, Province of British Columbia

(herein after referred to as the "EMPLOYER")

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

(herein after 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

1.01 Union Recognition: The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of Lifestyle Markets located at, 2950 Douglas Street (Douglas Street) and 343 Cook Street (Cook Street), Victoria, British Columbia, with respect to rates of pay, wages and all other conditions of employment set out in this agreement, except for those excluded by the Labour Relations Code of British Columbia, and the following,

- (a) Managers and Assistant Managers, including but not limited to, General, Store or Department Managers. The Cook Street Store will have a maximum of two (2) exempt managers. The Douglas Street Store will have a maximum of ten (10) exempt managers.

The Employer and the Union agree to allow for a ninety (90) day period, from the first Sunday After Ratification (SAR), to allow for any management restructuring that may be required by the implementation of this Agreement.

Any manager who may be stepped down as a result of a change in management structure, will be red circled at their existing wage rate, seniority, and benefits as a minimum to any increases under this agreement.

- (b) Administrative staff, including but not limited to the following classes of employees:
 - i. Social Media
 - ii. File Maintenance
 - iii. Admin
 - iv. Labour relations

- (c) It is agreed between the parties that the Home Delivery driver position is excluded from the bargaining unit for the term of this Agreement.

SECTION 2 – Union Shop

- 2.01 Union Membership:** Employees within the scope of the bargaining unit will be required to join the Union.

The Employer agrees to provide the Union, in writing, with the name, address and email address of each employee in the bargaining unit along with the employee's date of hire. The Employer will require new employees to sign a dues check-off form and Union membership application. The Employer further agrees to provide the Union once a quarter with a list containing names of all employees who have terminated their employment during the preceding three (3) months.

- 2.02 Union Dues:** 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. 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 names of the employees from whom the deductions were made, their social insurance numbers, the amount of each deduction and the calendar period to which each deduction applies. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

- 2.01 Probationary Period:** All new hire employees will be subject to a ninety (90) day probationary period. After being accepted for initial employment, employees will not be subject to seniority rights until completion of the probationary period, at which time they shall become credited with seniority from their date of hire.

Employee suitability will be fairly assessed by the Employer before the expiry of the probationary period and probationary employees may be terminated for proper cause – without notice, wages in lieu of notice, or severance pay, on the basis of unsuitability or otherwise for proper cause, at any time within the probationary period.

After successful completion of the probationary period, the employee becomes a permanent employee.

SECTION 3 – Jurisdiction

- 3.01 Clerks Work Clause:** With the exception of excluded personnel listed in Section 1 of this Agreement, all work in the handling and selling of merchandise in the retail stores of the Employer shall be performed only by employees of the bargaining unit who are members of UFCW Local 1518.

The Union and The Employer acknowledge that existing vendor stocking and third party services engaged by the employer at the date of ratification will continue.

The Union and the Employer agree to meet in good faith to discuss any additional third party services that will impact existing employees' hours of work, prior to those services being put in place.

SECTION 4 – Schedule, Overtime, Statutory Holidays

4.01 Work Schedule: The Employer reserves the right to schedule hours of store operation, employee hours of work, rest periods, meal periods and overtime work subject to the terms of the Agreement.

The Employer shall post a weekly work schedule for each full-time, part-time and casual employees on the Monday that occurs fourteen (14) days in advance of the first date of the work schedule. An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or reasons completely beyond the Employer's control, including unsuitable weather conditions, a power outage or other instances of force majeure.

In all other cases, at least forty-eight (48) hours of notice of any additional change must be given, or four (4) additional hours of pay will be given in lieu of notice. Employees shall be given verbal notice of a schedule change occurring after their schedule has been posted.

It will be considered sufficient compliance with this section if:

- (a) A message has been left on an answering machine or a voicemail or text on an employee's cell phone; or,
- (b) Two (2) telephone calls have been attempted, not less than twelve (12) hours apart with no answer.

Monday shall be considered the first day of work for the basic work week. Daily hours of work shall be consecutive with the exception of breaks. The schedule shall show the regular starting time and finishing time for each employee.

4.02 Shift Scheduling: All scheduled shifts will be between four (4) and eight and one half (8 ½) hours of work. The Employer may schedule shifts of less than four (4) hours of work if mutually agreed to between the Employer and employee.

Hours of work will be scheduled by department subject to seniority and based on maximization of employee hours of availability. The Employer maintains the ultimate right to schedule employees based on the Employer's operational needs.

4.03 Hours of Availability: Employees will complete an Hours of Availability form at the commencement of employment. All shifts will be scheduled subject to the Hours of Availability form.

Employee Hours of Availability may be changed by mutual agreement of the Employer and employee. An employee who seeks to change their availability, will provide a new Hours of Availability form to the Employer for approval. A change in availability request will not be unreasonably denied.

4.04 Recording Hours of Work: The Employer shall provide a punch clock to enable employees to record their hours of work for payroll purposes. Employees shall record the time they start and finish each shift through the recording system.

4.05 Interval Between Shifts: There shall be an interval of not less than ten (10) hours between shifts for all employees unless mutually agreed.

4.06 Minimum Daily Pay: All employees reporting for work according to the Work Schedule and finding their services are not required, shall receive a minimum of two (2) hours' pay if scheduled for a shift of four (4) or less hours.

All employees reporting for work according to the Work Schedule and finding their services are not required, shall receive a minimum of four (4) hours' pay if scheduled for a shift of over four (4) hours.

All employees are not entitled to minimum daily pay where:

- (a) the employee is unfit to work or fails to comply with Part two (2) of the Workers Compensation Act, or a regulation under that Part; or,
- (b) the work is suspended for reasons completely beyond the Employer's control, including unsuitable weather conditions, a power outage or other instances of force majeure.

4.07 Employee Classification and Days Off: Full-time (FT) employees will be scheduled to work between thirty (30) and forty (40) hours per week, with full availability and with set days off (including at least one (1) weekend day, if desired).

Part-time (PT) employees will be scheduled between sixteen (16) and twenty-nine (29) hours per week, with a minimum of sixteen (16) hours of availability per week, with set days off (including at least one (1) weekend day, if desired).

Casual (CAS) employees will be those employees who restrict their availability to less than sixteen (16) hours, and are not entitled to one (1) weekend day off.

4.08 Overtime Pay: Overtime shall be paid at the rate of one-and-one-half (1½) times the employee's regular rate of pay after eight (8) hours of work, up to twelve (12) hours of work. Overtime will be paid at the rate of two (2) times the employee's regular rate of pay after twelve (12) hours of work. Employees are to be paid time-and-a-half for any time worked over forty (40) hours worked in a week.

No employee will be required to work in excess of five (5) consecutive days. By mutual agreement of the employee and Employer, an employee may work in excess of five (5) days, up to seven (7) consecutive days, and will be paid one-and-one-half (1 ½) times the employee's regular rate of pay for hours of work on these days.

Overtime work shall, as much as possible be avoided, but where overtime work is required, reasonable notice shall be given to employees except in cases of emergency.

Overtime will be paid in the payroll period in which it is incurred. It will not be accrued or eligible for paid time off or sick leave.

4.09 Statutory Holidays: The following days shall be recognized as statutory holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and all other holidays proclaimed by the Federal, Provincial or Municipal Governments.

All employees who have been employed for a period of thirty (30) days and have worked fifteen (15) out of the last thirty (30) days, are entitled to full stat pay. An employee who works less than fifteen (15) days prior to the stat is entitled to pro-rated stat pay based on the number of hours of work.

An employee who works on a statutory holiday shall have the option of another day off in lieu of the statutory holiday, provided that suitable relief staff is available. This means that an employee who works on a statutory holiday shall not be required to work more than thirty-two (32) hours in that week.

4.10 Call-In Shifts: The Employer may be required to arrange call-in shifts in instances of an emergency or to cover for sudden employee absences. Call-in shifts are to be offered by seniority, on a department basis.

Employees reporting to work a call-in shift are to be paid a minimum of four (4) hours.

4.11 Meal Break and Rest Break(s): Employees shall be entitled to the following breaks:

Hours Worked	Break Entitlement
Shift of up to four (4) hours	One (1) fifteen (15) minute rest break, paid
Shift of four (4) to six (6) hours	One (1) additional thirty (30) minute meal break, unpaid
Shift of over six (6) hours	One (1) additional fifteen (15) minute rest break, paid

Those employees who have two (2) rest breaks will be scheduled one (1) rest break before and one (1) rest break after a meal break. Rest breaks are to be scheduled during a regularly scheduled shift, subject to business levels and by mutual agreement of the employee and Employer.

SECTION 5 – Seniority:

5.01 Seniority: Seniority is defined as number of paid hours including statutory leaves, disability leave, WCB leave and all leaves captured under Section 10 of this Agreement, from the most recent date of hire at Lifestyle Market. 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 bargaining unit employees' names and addresses to the Union office in addition to seniority lists with hourly rate of pay upon request up to twice per year.

Seniority will be lost if an employee:

- (a) Voluntarily leaves the employ of the Employer; or
- (b) Is discharged; or
- (c) Is absent without approved leave for a period of more than three (3) working days; or
- (d) Fails to report to work within five (5) working days of being recalled from a layoff.

The Employer agrees to give all employee two (2) weeks' 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.

SECTION 6 – Hiring: and Transfers:

- 6.01 Hiring:** All job vacancies, whether casual, part-time or full-time, will be awarded to internal candidates on a preferred basis over external applicants, based on seniority and commensurate experience with the job duties of the vacant position.
- 6.02 Transferring Departments/Stores:** Employees are permitted to transfer departments upon successful application to a vacant posting in a department of their choosing.

Employees are permitted to apply to vacant postings in both the Douglas Street and Cook Street Locations, regardless of the location of their current position of employment.

Employee applications for department and store transfers, will not be unreasonably denied.

An employee who transfers departments or stores will suffer no loss in seniority or other entitlements including, but not limited, to wage rates, benefits and employee classification, except to the extent that the other entitlements associated with the new position transferred to are a step down as per the agreement or any applicable benefit plan.

- 6.03 Guarantee of Full-time Positions:** The Employer agrees to make all reasonable efforts to maintain a minimum of 40% of employee positions at full-time status. Where the number of occupied full-time positions falls beneath 40%, the Employer must post vacancies for internal applications for a period of fourteen (14) days. Internal applicants will be awarded full-time positions, prior to external posting, based on seniority and commensurate experience with the job duties of the position being offered.

SECTION 7 – Wages

- 7.01 Wage Rates:** The Employer agrees to pay all employees covered by the terms of this Agreement not less than the schedule of wage rates contained in Appendix "A" attached hereto during such time as the Agreement is in force, provided that if an employee is receiving a wage rate in excess of the rates herein contained, such wage rates shall not be reduced by the signing of this Agreement.
- 7.02 Wages:** The Employer agrees to pay all employees according to the wage rates contained in Appendix "A" to the Agreement with the following exceptions:

- (a) All employees will be placed on to the new wage scale. If movement to the wage scale does not result in a minimum increase of \$0.85 per hour, as of Date of Ratification (July 29, 2020) the employee wage rate will be increased by the difference between the new wage rate and \$0.85.
- (b) All employees will receive a minimum scale increase of \$0.60 per hour on the first Anniversary of Ratification (July 29, 2021), and a minimum scale increase of \$0.55 per hour on the second Anniversary of Ratification (July 29, 2022).

- (c) If an existing employee, upon moving to the wage scale, is paid at or above the top step on the wage scale, the employee wage rate will be increased by \$0.85 per hour, as of July 29, 2020.

Employees who are paid at or above the top step on the wage scale as of the first Anniversary of Ratification (July 29, 2021) will receive a \$0.75 off-scale increase.

Employees who are paid at or above the top step of the wage scale as of the second Anniversary of Ratification, will receive a \$0.75 off-scale increase.

- (d) It is agreed that no employee will receive a reduction in wages by the terms of this agreement.

7.06 Holiday Bonus: The Employer is to continue to provide the Holiday Bonus which will be paid on an annual basis, payable on the first pay period of the month of December, subject to employee classification and seniority as follows:

- (a) All employees, whether PT, FT or CAS, who have been employed for less than ninety (90) days, will receive \$100.00.
- (b) All PT and CAS employees, employed for more than ninety (90) consecutive days and who are placed between Step One (1) and Step Six (6) on the wage scale, will receive \$150.00.
- (c) All PT and CAS employees placed between Step Seven (7) and Step Twelve (12) on the wage scale will receive \$250.00.
- (d) All FT employees, employed for more than ninety (90) consecutive days and who are placed between Step One (1) and Step Six (6) on the wage scale, will receive a \$250.00.
- (e) All FT employees placed between Step Seven (7) and Step Twelve (12) on the wage scale will receive \$350.00.

7.07 Retroactivity Entitlement: All employees will be paid the following lump sums in lieu of retroactive pay from the date of certification, subject to the following amounts:

- a) Casual - \$100.00 + \$125.00 LSM Gift Card
- b) Part-Time - \$250.00 + \$250.00 LSM Gift Card
- c) Full-Time - \$350.00 + \$350.00 LSM Gift Card

All lump sum payments including Hazard Pay and Retroactivity Entitlement are to be paid as of SAR.

7.08 Pay Periods: Pay periods shall be bi-weekly and each employee shall be provided with a statement of earnings and deductions for each pay period.

7.09 Credit for Previous Experience: New employees shall be classified according to previous comparable experience within the health and wellness sector, retail, retail food or food service industry. The Employer shall have discretion to credit new employees up to Step Six (6) on the wage scale. The Employer shall advise the Union for any credit for previous experience exceeding Step Six (6) on the wage scale and the increase shall be subject to Union approval.

The Employer agrees to advise all new hires of the credit for previous experience provision of the Agreement, prior to commencement of employment.

SECTION 8 – Vacations with Pay

8.01 All employees begin accumulating vacation hours on their date of hire. Employee vacation pay accrual will be based on a percentage of earnings.

Length of Employment	Vacation Entitlement	Vacation Pay (% of total earnings)
Year 1 from date of hire	2 weeks	4%
After one (1) year from date of hire	2 weeks	4%
After five (5) years from date of hire	4 weeks	8%

If multiple employees request vacation on the same dates and the store needs cannot accommodate all requests, the senior employee shall be granted vacation subject to management approval, which will include considerations such as the reason for the request and prior year’s vacation time.

Subject to store needs, vacation may be taken in single-day allotments.

Requests to book vacation in a continuous block will not be unreasonably denied.

Employees are encouraged to use their entire vacation entitlement in each calendar year. Unused vacation entitlement may be carried over for one (1) calendar year, following which it will be paid out if not used.

SECTION 9 – Health and Wellness, Harassment: Including Sexual Harassment, Bullying and Discrimination

9.01 Health and Dental Benefits: The Employer has agreed to establish a Group Health and Benefits Plan for all bargaining unit members that includes dental, pharma coverage and extended health. The plan is to be a minimum of 50% employer paid.

The implementation of the Group Health and Benefits plan will be subject to the terms of Letter of Understanding #1.

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

- (a) **Douglas Street** – A minimum of two (2) members of the bargaining unit employed in this location shall be elected by Bargaining Unit members or shall be appointed by the Union to the Health and Safety Committee.
- (b) **Cook Street** - A minimum of one (1) member of the bargaining unit, employed in this location, shall be elected by bargaining unit members or shall be appointed by the Union to the Health and Safety Committee.

The Employer, the Union and each employee have a shared 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 the Employer providing the Union with the details of the Employer's Health & Safety Program and all minutes for Health and Safety Meetings. The Union will be provided with applicable incident reports and recommendations flowing from any incident upon request with the consent of the employees involved.

The Employer and the Union agree to select Part-time and Full-time employees, wherever possible, to fill the positions of the Health and Safety Committee.

9.03 Safety Supplies: All safety clothing and personal protective equipment required by the Employer or by WCB shall be provided for and maintained by the Employer. The Employer will maintain a sufficient store of disinfectant, face masks, and other needed supplies, to be used in the event of a Provincially Declared Health Emergency. Safety clothing and personal protective equipment provided by the Employer are the sole property of the Employer.

9.04 Sick Pay: The Employer will provide two (2) days of paid sick time to all employees who are unable to report for work on account of a medical illness.

Sick leave cannot be used for absence of any kind other than for employee illness, injury or medical appointments. Employees will not be required to provide a doctor's note or the note of a medical practitioner as a condition of approval for paid sick time.

9.05 Retention Pay: The Employer will pay all those employees who remain employed since March 8, 2020, a one-time lump sum bonus, on the first Sunday after Ratification (SAR).

The lump sum bonus will be equivalent to an additional \$2.50 for each hour worked during the period March 8, 2020 to June 1, 2020.

The Employer agrees to meet with the Union in the event of any future pandemic that results in the declaration of a public health emergency under which employees are designated as essential service workers, to discuss in good faith additional safety measures and premium pay.

9.06 Duty to Accommodate: The Employer will share with the Union the full details of a proposed Accommodation prior to implementation so that the Union has the opportunity to critique and participate in finalizing the details of the Accommodation.

9.07 Harassment including Sexual Harassment, Bullying and Discrimination: The Employer and the Union recognize the rights of employees to work in an environment free from harassment, including sexual harassment, bullying and discrimination. Where an employee

alleges that harassment including sexual harassment, bullying, or discrimination has occurred on the job, the employee shall have the right to grieve under the Collective Agreement. The Employer recognizes that it is the Employer's ultimate responsibility to maintain a workplace free from harassment, including sexual harassment, bullying and discrimination. The Union and all employees recognize that this is a responsibility that is shared and agree to be proactive in addressing and resolving incidents of harassment including sexual harassment, bullying and discrimination.

Where an allegation of harassment, sexual harassment, bullying, or discrimination has been received by the Employer or the Union, it will be investigated on a priority basis.

An investigation will include prompt interview of the parties involved and a review of all related evidence. The outcome of the investigation will be provided to the parties in writing within fourteen (14) of receipt of the complaint.

If faced by any form of harassment, including sexual harassment, bullying and discrimination, an employee may perform the following:

- (a) Where possible will clearly tell the person(s) that they do not welcome such harassment and clearly tell the person(s) to stop;
- (b) Report the matter to their immediate superior or store manager, who will investigate the matter and report findings in writing to the employee who raises the complaint;

9.08 No Discrimination: Both the Employer and the Union endorse the principles outlined under the B.C. 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, gender identity or gender expression, 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 B.C. Human Rights Code.

SECTION 10 – Leaves

10.01 General Leave Provision: Employees are entitled to all job protected leaves as provided by the *B.C. Employment Standards Act* (the "ESA"), Part 6, as amended from time-to-time. Should any of the existing leaves be amended to reduce beneficial terms to the employee, the terms present at the time of amendment shall prevail.

The leaves recognized by this agreement include:

- (a) Illness and Injury leave
- (b) Maternity leave
- (c) Parental leave
- (d) Family responsibility leave*
- (e) Compassionate care leave
- (f) Critical illness or injury leave
- (g) COVID-19-related leave
- (h) Reservists leave

- (i) Leave respecting the disappearance of a child
- (j) Leave respecting the death of a child
- (k) Leave respecting domestic or sexual violence
- (l) Bereavement leave
- (m) Jury duty leave

10.02 Maternity Leave: 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, which may begin up to thirteen (13) weeks prior to the expected delivery date and no later than the actual birth date. The employee may choose to delay the commencement of their maternity leave, provided they are medically fit to perform the full range of duties of their position. This will not affect the employee's entitlement to pregnancy leave.

A birth mother 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, they are unable to return to work when their leave ends.

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.

In addition to the pregnancy leave set out above, an attending physician, upon 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.

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

10.03 Parental Leave: An employee who requests parental leave under this Section is entitled to:

- (a) for a birth mother who takes leave within one (1) year of the birth of a child or children and in conjunction with pregnancy leave taken under the Maternity Leave provision – up to sixty-one (61) consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under the Maternity Leave provision;
- (b) for a birth mother who does not take a leave under the Maternity Leave provision, in relation to the birth of a child or children – up to sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks of that event;
- (c) for a birth father – up to sixty-two (62) weeks of unpaid leave beginning after the child or children's birth and within seventy-eight (78) weeks of that event;
- (d) for the adopting parent – up to sixty-two (62) weeks of unpaid leave beginning within seventy-eight (78) weeks after the child or children are placed with the parent.

If certified by a licensed medical practitioner that the child requires an additional period of parental care as per Section 50(2) of the *Employment Standards Act*, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under the Maternity Leave provision.

The employee is required to give the Employer four (4) weeks' advanced 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.

Benefit entitlement for these above leaves shall be as required in the *Employment Standards Act*.

10.04 Optional Unpaid Supplemental Leave An employee, upon completion of the Maternity and Parental Leaves, is entitled, upon a four (4) week advance notice, to receive an unpaid leave of absence. This Leave is to be continuous with the Maternity and Parental Leave.

Employees will not accrue any benefits while they are on an extension of the Maternity Leave.

If an employee wishes to continue their eligibility for coverage for B.C. Medical Services Plan benefits, Extended Health and Group Life Insurance, the employee shall bear the full cost of the premiums during this Leave. These premiums are to be paid monthly in advance. If an employee opts to continue these benefits, then the three (3) month qualification period will not be required when the employee returns to work. If an employee does not opt to continue these benefits then the employee is to sign a waiver to this effect and the three (3) month qualification period shall apply upon the employee's return to work.

The maximum continuous period of Maternity Leave, Parental Leave and this unpaid supplemental Leave shall not exceed one (1) year from the commencement of the Maternity Leave.

10.05 Notice required for Maternity, Parental and Supplemental Leave. It is understood and agreed that an employee can give notice of request of all Leaves described under the Maternity, Parental and Optional Unpaid Supplemental Leave provisions. Should the employee decide to return to work earlier than the maximum leave entitlement to which they are entitled and have given notice, they shall be required to give four (4) weeks' notice of their intention to return to work.

10.06 Family Responsibility Leave: The Employer will meet and exceed the minimum standards of the *ESA* in respect to Family Responsibility Leave by providing up to three (3) days of leave during each year of employment to an employee who takes leave to meet responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or
- (b) the care, health or any other member of the employee's immediate family.

10.07 Jury Duty Leave: The Employer will meet and exceed the minimum standards of the *ESA* in respect to Jury Duty Leave where an employee summoned to Jury Duty or Witness Duty, where subpoenaed in a court of law; or where subpoenaed to an Arbitration Hearing or Labour Board Hearing by the Employer; shall be paid wages amounting to the difference paid them for their services and the amount they would have earned had they worked on such days. Employees performing 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.

10.08 Duties of Employer: The Employer must not, because of an employee's approved leave, terminate employment or change a condition of employment without the employee's written consent. The Employer must place the employee in the same position the employee held before taking leave, or in a comparable position, upon the employees return from leave.

SECTION 11 - Union Related Business, Shop Steward Recognition, Joint Labour Management

11.01 Union Leave: The Employer agrees that employees chosen to attend Union conventions, conferences, seminars or Union negotiations shall be given time off up to fourteen (14) days according to the following formula:

- (a) Not more than three (3) employees at any given time and provided that not more than one (1) employee come from the Cook Street Store.
- (b) The Union shall notify the Employer at least three (3) weeks in advance of the commencement of all such leaves of absence.

Upon at least six (6) weeks' notice, the Employer shall grant a leave of absence, for purposes of Union business, up to two (2) employees on the following basis:

- (c) Up to six (6) months' leave of absence. Any further time would be subject to mutual agreement.

The Employer will bill the Union and the Union will reimburse the Employer, within thirty (30) days of receipt of the Employer's invoice, for wages and benefits paid to an employee during a Union approved leave of absence.

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

The interview of an employee by a Union Representative, while on duty, is not to exceed five (5) minutes in duration or interfere with service to the public. Interviews may exceed five (5) minutes at the discretion of the Employer. The Union agrees to endeavour to conduct interviews during break times.

Union Representatives shall be permitted to check employee time records including work schedules. It is understood that the Union Representative may attempt to resolve problems through Store Management prior to referring a matter to the grievance procedure.

Upon reasonable notice to the Employer, Union Representatives shall be permitted access to the Douglas Street location for the purposes of conducting elections for Shop Stewards and Health and Safety Committee Members.

11.03 Shop Stewards: 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.

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice shall be made aware of any disciplinary interview and be present if the employee requests it, when that member of the Bargaining Unit is given a reprimand which is to be entered on the employee's personnel file and/or when the member is to be suspended or discharged.

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

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

11.04 Discipline Policy: The parties agree that the Employer will utilize a progressive discipline policy which will be applied in the store. The Union retains the right to grieve the application of the progressive discipline policy.

11.05 Discipline Interview: Where an employee attends an interview with Management for the purpose of receiving a formal discipline report, the employee shall have the right to a witness of their choice.

If, during any other private corrective interview with Management, it is determined that there will be a discipline report on the employee's record, the interview may be temporarily suspended so that the employee may call in a witness of their 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.

11.06 Employee Personnel File: A copy of any 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's advance notice, employees shall have access to their personnel file within three (3) days of a request.

11.07 Annual Performance Review: The Employer will conduct an Annual Performance Review of each employee, to be completed within thirty (30) days of the twelve (12) month anniversary of the start date of employment. Should the employee disagree with the contents of the review, such disagreement may be referred to the grievance procedure under Section 12.01.

The criteria of the Annual Performance Review is to be reviewed and agreed to between the Employer and the Union within sixty (60) days of the Ratification of this Agreement.

11.08 Joint Labour Management: It is agreed that Joint Labour Management meetings will be held on a regular basis, at least once per quarter, involving an equal number of management and employee representatives to a maximum of three (3) employee representatives and three (3) Employer representatives. The purpose of these meetings is to promote a harmonious relationship between management and employees, and the expectation is for a good faith discussion related to issues in the workplace.

The taking of minutes will alternate between the Employer and employees. Minutes are to be kept by the Employer and provided to the Union within two (2) weeks of the meeting date upon which the minutes are approved.

SECTION 12 – Grievance Procedure and Arbitration

12.01 Grievance Procedure: 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. The Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union within ten (10) business days of receipt of the grievance.

- (a) **Step one (1):** Grievances shall be submitted by the Union and the Employer within twenty-one (21) days of the event giving rise to the grievance, must be presented in writing, and shall clearly set forth the grievance and the contentions of the aggrieved party.
- (b) **Step two (2):** 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 is to be established in the manner provided in Section 12.02 of this Agreement.

12.02 Board of Arbitration: The Board of Arbitration shall be composed of a mutually agreeable single Arbitrator. Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue. In reaching a 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.

The findings and decision of the Arbitrator shall be binding and enforceable on the parties.

SECTION 13 - Change in Work Place Policy

13.01 Policy Change: If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of bargaining unit employees, the Employer will give fifty (50) days' notice before the date on which the measure, policy, practice or change is to be effected, and offer to meet in good faith, and endeavour to develop an adjustment plan, which may include any provisions respecting any of the following:

- (a) Consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the Collective Agreement;
- (b) Human resource planning and employee counselling and retraining;
- (c) Notice of termination;
- (d) Severance pay;

SECTION 14 – Miscellaneous

14.02 Union Board: The Employer will provide a dedicated bulletin board for the exclusive use of the Union to be posted in a visible location. Shop Stewards or Union Representatives shall be the only authorized people to post material.

In the event management has concerns related to content on the bulletin board, the material will be removed and the parties shall have a good faith discussion related to the concerns.

14.03 Uniforms: Employees are permitted to wear personal clothing to work provided that garments are clean and in good repair, this includes black denim jeans. Should the Employer provide aprons, smocks or other uniform attire, the uniforms shall be cleaned and maintained at the Employer's expense.

14.04 Tools and Supplies: The Employer is to provide and maintain all tools and equipment required to perform job related duties.

14.05 Free Bin and Samples: All samples and appropriate unused merchandise will be placed in the free bin for employee use on a first come first served basis.

Samples and merchandise not to be sold will be provided to employees through the free bin.

14.06 Store Discount: The Employer will continue the longstanding practice of providing a 20% discount on merchandise for purchase by employees during regular operating hours. The store discount will be capped at a total amount of purchases per month of \$1,500.00 (max discount of \$300.00), per calendar month, per employee.

14.07 Training: The Employer will cover the cost of all additional training provided by third parties with respect to natural, organic health-based food products, vitamins, supplements or any store based merchandise. Training time will be paid at the employee's regular hourly rate.

14.08 Start-Up Agreement: In recognition that this is a start-up Agreement, both Parties agree that upon request from either the Employer or the Union, the parties shall meet and resolve any and all outstanding problems in relation to the start-up Agreement which may include the amendment of existing contractual language as may be mutually agreed.

14.09 Classifications and Job Descriptions: The Employer agrees to provide, as Appendix "B" to this Agreement, a list of classifications and corresponding job duties for each classification to be reviewed and agreed to by the Union within six (6) months of Ratification of the Agreement. The following are the job classifications as provided:

- (a) Clerk
- (b) Grocery Clerk
- (c) Bulk Clerk
- (d) Deli Clerk
- (e) Produce Clerk
- (f) Body Care Clerk
- (g) Cashier
- (h) Consultant
- (i) Stock Transfer
- (j) Receiver

- (k) Consultant Supervisor
- (l) Cashier Supervisor
- (m) Grocery Supervisor

14.10 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 them 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.

14.12 Sale or Closure of a Store: In the event of sale or closure of an employee's store, employees affected shall have first right of hire at other Lifestyle Market locations covered by a UFCW 1518 Collective Agreement.

SECTION 15 – Expiration and Renewal

15.01 Duration: The provisions of this agreement shall be binding and remain in full force and effect to midnight on the thirty-six (36) month Anniversary of Ratification (July 29, 2023) and thereafter in accordance with this Section.

15.02 Notice to Bargain: This agreement may be opened for collective bargaining by a duly authorized representative of the Employer or the Union giving written notice to the other party on or after four (4) months prior to July 29, 2023. Where no notice is given by either party prior to July 29, 2023, both parties shall be deemed to have given notice under this Section on the date of one (1) month after July 29, 2023, and thereupon Section 15.03 applies.

15.03 Commencement of Bargaining: Where a party to this Agreement has given notice under Section 15.02, the parties shall, within ten (10) calendar days after the notice was given, commence collective bargaining.

15.04 Change in Agreement: This Agreement may be changed at any time during the life of this Agreement by written mutual agreement of the parties.

15.05 Agreement to Continue in Force: Both parties shall comply with the terms of this Agreement during the period of collective bargaining and until a new Collective Agreement is signed by the parties without prejudicing the position of the new or revised agreement in making any matter retroactive in such revised agreement. Notwithstanding the foregoing, the Parties shall have the right to effect a legal strike or a legal lockout, as the case may be.

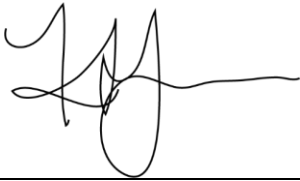
15.06 Effective Date of Agreement: The provisions of this agreement shall come into force and effect on the date of ratification of this Agreement.

15.07 Exclusion of Operation: The parties agree to exclude the operation of Section 50(2) of the Labour Relations Code of British Columbia and any subsequent equivalent legislation.

SIGNED THIS 31 DAY OF July, 2020.

**FOR THE UNION
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518**

**FOR THE EMPLOYER
HEALTH VENTURES LIMITED
ASSOCIATION**



Kim Novak, President

Keira Zikmanis, Committee Member

Alyssa Fox, Committee Member

Chris O’Kane, Committee Member

APPENDIX “A” – Wage Scale

**APPENDIX “A”
(Wage Scale)**

Clerk

STEP	HOURS	HOURLY SPREAD	JULY 29, 2020	JULY 29, 2021	JULY 29, 2022
1	0 to 499	500	\$15.85	\$16.45	\$17.00
2	500 to 999	500	\$16.10	\$16.70	\$17.25
3	1000 to 1499	500	\$16.35	\$16.95	\$17.50
4	1500 to 1999	500	\$16.60	\$17.20	\$17.75
5	2000 to 2499	500	\$16.85	\$17.45	\$18.00
6	2500 to 3499	1000	\$17.10	\$17.70	\$18.25
7	3500 to 4499	1000	\$17.35	\$17.95	\$18.50
8	4500 to 5499	1000	\$17.60	\$18.20	\$18.75
9	5500 to 6499	1000	\$17.85	\$18.45	\$19.00
10	6500 to 8499	1000	\$18.10	\$18.70	\$19.25
11	8500 to 10499	1000	\$18.35	\$18.95	\$19.50
12	10499 and over	0	\$18.60	\$19.20	\$19.75

Receiver/Stock Transfer

STEP	HOURS	HOURLY SPREAD	JULY 29, 2020	JULY 29, 2021	JULY 29, 2022
1	0 to 499	500	\$16.35	\$16.95	\$17.50
2	500 to 999	500	\$16.60	\$17.20	\$17.75
3	1000 to 1499	500	\$16.85	\$17.45	\$18.00
3	1500 to 1999	500	\$17.10	\$17.70	\$18.25
5	2000 to 2499	500	\$17.35	\$17.95	\$18.50
6	2500 to 3499	1000	\$17.60	\$18.20	\$18.75
7	3500 to 4499	1000	\$17.85	\$18.45	\$19.00
8	4500 to 5499	1000	\$18.10	\$18.70	\$19.25
9	5500 to 6499	1000	\$18.35	\$18.95	\$19.50
10	6500 to 8499	1000	\$18.60	\$19.20	\$19.75
11	8500 to 10499	1000	\$18.85	\$19.45	\$20.00
12	10499 and over	0	\$19.10	\$19.70	\$21.25

Consultant

STEP	HOURS	HOURLY SPREAD	JULY 29, 2020	JULY 29, 2021	JULY 29, 2022
1	0 to 499	500	\$16.85	\$17.45	\$18.00
2	500 to 999	500	\$17.10	\$17.70	\$18.25
3	1000 to 1499	500	\$17.35	\$17.95	\$18.50
4	1500 to 1999	500	\$17.60	\$18.20	\$18.75
5	2000 to 2499	500	\$17.85	\$18.45	\$19.00
6	2500 to 3499	1000	\$18.10	\$18.70	\$19.25
7	3500 to 4499	1000	\$18.35	\$18.95	\$19.50
8	4500 to 5499	1000	\$18.60	\$19.20	\$19.75
9	5500 to 6499	1000	\$18.85	\$19.45	\$20.00
10	6500 to 8499	1000	\$19.10	\$19.70	\$20.25
11	8500 to 10499	1000	\$19.35	\$19.95	\$20.50

12	10499 and over	0	\$19.60	\$20.20	\$20.75
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Clerk Supervisor

STEP	HOURS	HOURLY SPREAD	JULY 29, 2020	JULY 29, 2021	JULY 29, 2022
1	0 to 499	500	\$17.85	\$18.45	\$19.00
2	500 to 999	500	\$18.10	\$18.70	\$19.25
3	1000 to 1499	500	\$18.35	\$18.95	\$19.50
4	1500 to 1999	500	\$18.60	\$19.20	\$19.75
5	2000 to 2499	500	\$18.85	\$19.45	\$20.00
6	2500 to 3499	1000	\$19.10	\$19.70	\$20.25
7	3500 to 4499	1000	\$19.35	\$19.95	\$20.50
8	4500 to 5499	1000	\$19.60	\$20.20	\$20.75
9	5500 to 6499	1000	\$19.85	\$20.45	\$21.00
10	6500 to 8499	1000	\$20.10	\$20.70	\$21.25
11	8500 to 10499	1000	\$20.35	\$20.95	\$21.50
12	10499 and over	0	\$20.60	\$22.20	\$21.75

Consultant Supervisor

STEP	HOURS	HOURLY SPREAD	JULY 29, 2020	JULY 29, 2021	JULY 29, 2022
1	0 to 499	500	\$18.35	\$18.95	\$19.50
2	500 to 999	500	\$18.60	\$19.20	\$19.75
3	1000 to 1499	500	\$18.85	\$19.45	\$20.00
3	1500 to 1999	500	\$19.10	\$19.70	\$20.25
5	2000 to 2499	500	\$19.35	\$19.95	\$20.50
6	2500 to 3499	1000	\$19.60	\$20.20	\$20.75
7	3500 to 4499	1000	\$19.85	\$20.45	\$21.00
8	4500 to 5499	1000	\$20.10	\$20.70	\$21.25
9	5500 to 6499	1000	\$20.35	\$20.95	\$21.50
10	6500 to 8499	1000	\$20.60	\$21.20	\$21.75
11	8500 to 10499	1000	\$20.85	\$21.45	\$22.00
12	10499 and over	0	\$21.10	\$21.70	\$22.25

APPENDIX “B” – Job Classifications and Duties

APPENDIX “B” (Job Classification and Duties)

Position:	Grocery Clerks
Reports to:	Grocery Manager
General Function:	To take instruction and carry out work related duties as assigned by supervisory staff in the grocery department.

Responsibilities:

- To develop a positive working relationship with staff, customers, suppliers and managing partners that will result in ongoing improvements and successes for Lifestyle Markets.
- Stock and face grocery shelves on a daily basis.
- Face over “out of stock” items to minimize the loss of retail space.
- Ensure all items have shelf tags of a price sign. Tags of “out of stock” items must be inverted until product has arrived.
- Clean and face the displays as set up by supervisor.
- Monitor general cleanliness and sweep the floor.
- Assist customers with product inquiries in a friendly and courteous manner.
- Receive goods as per company policy and procedures.
- Clean and organize the warehouse.
- Assist customers by carrying purchases to their vehicles.
- Report any inconsistencies to store management.
- Provide ongoing security for the store.
- Other related duties.

Qualifications:

- Ability to take and follow instructions.
- Ability to work in a team environment and communicate with other employees.
- Ability to learn policies and procedures and effectively apply them.
- Ability to bend, twist, lift heavy loads and stand for up to 8 hour shifts.

Position: **Deli Service Clerks**

Reports to: Deli Manager

General Function: To provide service to customers as required and the necessary labour to the deli operation.

Responsibilities:

- To develop a positive working relationship with staff, customers, suppliers and managing partners that will result in ongoing improvements and successes for Lifestyle Markets.
- Preparation of various products for sale in the deli department.
- Receive goods as per company policy and procedures.
- Serve customers in a prompt, polite and friendly manner with an emphasis on providing the highest level of customer service.
- Maintain high standards of sanitation and safety by constantly cleaning the deli department and eating area.
- Handling cash transactions and providing change when necessary.
- Fill, rotate and check freshness and “best before” dates on products for sale in all deli areas of the store daily.
- Ensure all signage is displayed and accurate.
- Ensure all Food Safe practices are followed.
- Receive script.
- Other related duties.

Qualifications:

- Possess excellent interpersonal skills, be friendly and helpful and customer service orientated.
- Ability to operate an electronic cash register and related equipment accurately and efficiently.
- Ability to learn and retain produce products and codes.
- Ability to function effectively.

Position: Dairy Clerks

Reports to: Grocery Manager

General Function: To take instruction and carry out work related duties as directed by supervisory staff in the grocery department. To order, receive and stock a designated section of the department.

Responsibilities:

- To develop a positive working relationship with staff, customers, suppliers and managing partners that will result in ongoing improvements and successes for Lifestyle Markets.
- Ordering, stocking and facing dairy shelves on a daily basis.
- Receiving goods as per company policy and procedures.
- Writing and processing credits according to company procedures.
- Facing over out of stock items to minimize the loss of retail space.
- Ensure all items have price shelf tags. Tags of out of stock items must be inverted until product has arrived.
- Cleaning and facing displays as set up by supervisor.
- Maintaining high level of cleanliness (i.e. sweep and mop floors as needed)
- Assist customers with product inquiries in a friendly and courteous manner (i.e. showing them to the products, carrying purchases to their vehicles, etc.)
- Cleaning and organizing warehouse and back stock area.
- Reporting any inconsistencies to store management.
- Provide ongoing security for the store.
- Be proficient in shelf space management.
- Assist in creating attractive displays and support all promotional events.

Qualifications:

- Ability to take and follow instructions efficiently and effectively.
- Ability to work in a team environment and support other staff members.
- Possess excellent communication skills.
- Ability to learn policies and procedures and effectively apply them.
- Ability to repeatedly twist, bend, lift heavy loads and stand for up to 8 hour shifts.

Position: Bulk Clerks

Reports to: Grocery Manager

General Function: To order, receive, stock and rotate the bulk section efficiently and consistently. Maintain the high standards as set out by the Grocery Manager and Assistant.

Responsibilities:

- To develop a positive working relationship with staff, customers, suppliers and managing partners that will result in ongoing improvements and successes for Lifestyle Markets.
- Order, receive and inspect incoming products for quality and accuracy.
- Supervise support staff and ensure bulk and grocery department is stocked, cleaned and staffed.
- Adhere to department's financial plans and budgets.
- Maintain high standard of cleanliness and organization of work station and surrounding areas.
- Continual sweeping of the floors to maintain safe and clean environment.
- Maintain point of purchase signage.
- Follow all guidelines and procedures in health and safety manuals.
- Provide leadership and consistency.
- Activate price changes as required.
- Assist in production of tags and signage for promotions.
- Possess excellent inventory management and merchandising skills.
- Inform your supervisor immediately regarding any scanning inaccuracies and errors.
- Place orders with suppliers and process credits with vendors.
- Work with customers to fulfill their needs, requests and special orders (i.e. mail order, home delivery, internet, etc.)
- Assist other departments as required and other related duties.

Qualifications:

- Good mathematical skills (i.e. ability to factor margins, intelligent interpretation of where retails come from, analytical and inventory management skills).
- Excellent customer service, communication and negotiation skills.
- Extensive product knowledge with an emphasis on organic and certification procedure.
- Possess a willingness to learn and keep current with latest trends and products.
- Ability to handle many things at once with a sense of humor and calm and remain detail orientated.
- Ability to work efficiently and effectively with little or no supervision.
- Ability to bend, twist, lift heavy loads and stand for up to 8 hour shifts.

Position: Cashiers

Reports to: Customer Service Manager

General Function: To process customer orders in a fast, friendly and efficient manner with a focus on customer service.

Responsibilities:

- To develop a positive working relationship with staff, customers, suppliers and managing partners that will result in ongoing improvements and successes for Lifestyle Markets.
- Operate an electronic cash register and related equipment.
- Scan and/or price customer purchases.
- Wrap and/or bag goods as required.
- Identify products and enter corresponding codes into the electronic cash register.
- Receive payment for products processed.
- Maintain a clean work station and surrounding area.
- Greet customers when possible as they enter the store.
- Solicit comments from customers as they are checking out.
- Record any errors in pricing or product information.
- Learn all procedure codes and weekly advertisements.
- Learn and follow all company policy and procedures related to the cashier function.
- Retrieve grocery carts and baskets.
- Assist grocery department on down times by facing and cleaning shelves and products and other related duties.

Qualifications:

- Must be friendly and helpful and customer service orientated.
- Ability to operate an electronic cash register and related equipment accurately and efficiently.
- Ability to learn and retain produce product and codes.
- Ability to function effectively.

Position: Full Time Produce Clerk

Reports to: Assistant Grocery Manager

General Function: To ensure the produce department is run at superior level to meet and exceed the expectations of the customers and management. Also to complete the appropriate routines and objectives of the department.

Responsibilities and Expectations:

- Ensure Lifestyle Markets has the largest, freshest, and finest selection of certified organic produce available at competitive prices.
- Order, receive and inspect incoming produce for quality and accuracy and process credits when necessary.
- To develop a positive working relationship with staff, customers, suppliers and managing partners that will result in ongoing improvements and successes for Lifestyle Markets.
- Ensure produce department is consistently and abundantly stocked.
- To constantly look for ways to increase profit margin of department.
- Follow daily, weekly and monthly routines.
- Maintain cleanliness and organization of work station and surrounding areas.
- Maintain point of purchase signage and assist File Maintenance with the production of new signs.
- Responsible for bi-weekly invoice costing and price setting.
- Follow all guidelines and procedures in health and safety manuals.
- Provide leadership and consistency on a daily basis.
- Answer phones in a professional and friendly manner.
- Possess excellent inventory management and merchandising skills.
- Complete a weekly gross margin ledger.
- Source and price monthly flyer items as with their write ups and meet flyer deadlines.
- Find ways of dealing with shrinkage and waste to turn into profit.
- Responsible for overall look of department.
- Promote continuous improvements in merchandising practices in produce department.
- Work with customers to fulfill their needs, requests and special orders.

Qualifications:

- Good product knowledge in produce with emphasis on organic and certification procedure and a willingness to learn and keep current.
- Good mathematical skills (i.e. ability to factor margins, intelligent interpretation of where retail comes from, analytical and inventory management skills).
- Excellent organization, prioritization and negotiation skills.
- Ability to communicate in a positive and cheerful manner.
- Computer literate (MS WORD, EXCEL, ACCESS).
- Ability to work well under pressure and with little or no supervision and remain detail orientated.
- Ability to bend, twist, lift heavy loads and stand for up to 8 hour shifts.
- Possess a valid Drivers License.

Position: Part Time Produce Clerk

Reports to: Full Time Product Clerk and Produce Manager

General Function: To complete appropriate routines and take direction from supervisory staff in the grocery or produce departments.

Responsibilities and Expectations:

- To develop a positive working relationship with staff, customers, suppliers and managing partners that will result in ongoing improvements and successes for Lifestyle Markets.
- To ensure Lifestyle Markets has the largest, freshest and finest selection of certified organic produce available.
- Ensure produce department is consistently and abundantly stocked.
- Follow daily, weekly and monthly routines.
- Maintain cleanliness and organization of work station and surrounding areas.
- Maintain point of purchase signage and assist File Maintenance or nightly supervisor with production of new signs.
- Follow all guidelines and procedures in health and safety manuals.
- Answer phones in a professional and friendly manner.
- Find ways of dealing with shrinkage and waste and turn into profit.
- Work with customers to fulfill their needs, requests and special orders.
- Complete appropriate tasks left in the Produce Communication Log.
- To check with appropriate supervisor if routine duties are completed before moving on to any other tasks.
- Assisting customer with product inquiries in a friendly and courteous manner (i.e. showing them to the products, carrying purchases to their vehicles, etc.)

Qualifications:

- Ability to take and follow instructions efficiently and effectively.
- Ability to work in a team environment and support other staff members.
- Possess excellent communication skills.
- Ability to learn policies and procedures and effectively apply them.
- Ability to repeatedly twist, bend, lift heavy loads and stand for up to 8 hour shifts.

Position: H.B.C. Receiver

Reports to: H.B.C. Inventory Manager

General Function: To accurately receive and process products. To organize, clean and rotate stock. To merchandise products and maintain high level of standards as set out by the Inventory Manager.

Responsibilities:

- To develop a positive working relationship with staff, customers, suppliers and managing partners that will result in ongoing improvements and successes for Lifestyle Markets.
- Assist in receiving product and ensure company procedures are followed.
- Assist with customer orders (i.e. mail, internet, etc.) and ensure company procedures are followed.
- Fill shelves with overstocks from drawers and display as required.
- Work all warehouse overstock to floor overstock or shelves as required.
- Maintain all shelf tags for product items, replace and update as required.
- Answer telephone inquiries in a friendly and professional manner.
- Response to customers' suggestions and/or complaints in a timely manner.
- Prepare and submit all required credit requests (i.e. supplier or vendor shorts)
- Tag all manual codes on products without UPC.
- Maintain a high level of organization and cleanliness in your department (e.g. sweep and mop floors, etc.)
- Provide home delivery services as required.

Qualifications:

- Excellent mathematical, organizational and communication skills.
- Ability to prioritize objectives effectively and accomplish goals.
- Be very detail orientated.
- Ability to work well under pressure with little or no supervision.
- Ability to bend, twist, lift heavy loads and stand for up to an 8 hour shift.
- Possess a valid Drivers License.

Position: H.B.C. Stock Person

Reports to: H.B.C. Inventory Manager

General Function: To accurately stock, deliver and process products. To organize, clean and rotate stock. To maintain high level of standards as set out by the Inventory Manager.

Responsibilities:

- To develop a positive working relationship with staff, customers, suppliers and managing partners that will result in ongoing improvements and successes for Lifestyle Markets.
- Assist with customer orders (i.e. mail, internet, etc.) and ensure company procedures are followed.
- Fill shelves with overstocks from drawers and display as required.
- Work all warehouse overstock to floor overstock or shelves as required.
- Maintain all shelf tags for product items, replace and update as required.
- Answer telephone inquiries in a friendly and professional manner.
- Respond to customers' suggestions and/or complaints in a timely manner.
- Prepare and submit all required credit requests (i.e. supplier or vendor shorts).
- Tag all manual codes on products without UPC.
- Maintain a high level of organization and cleanliness in your department (eg. Sweep and mop floors, etc.).
- Provide home delivery services as required.
- Must maintain a positive work atmosphere with co-workers and management.
- Pick, scan, pack and delivery stock to Lifestyle Select store safely and accurately.
- Pick and delivery home deliveries safely and accurately.
- Pack and ship out mail orders accurately and efficiently.
- Stock shelves in the vitamin department accurately and efficiently.
- Must possess a valid and "clean" drivers license.
- Must be able to work independently.
- Must maintain a safe and clean work environment.
- Must have safe work habits.
- Must possess excellent customer service skills in dealing with the general public.
- Must be one of good character and work ethic.

Qualifications:

- Excellent mathematical, organization and communication skills.
- Ability to prioritize objectives effectively and accomplish goals.
- Be very detail orientated.
- Ability to work well under pressure with little or no supervision.
- Ability to bend, twist, lift heavy loads and stand for up to an 8 hour shift.
- Possess a valid Drivers License.

Position: H.B.C. Consultants

Reports to: H.B.C. Manager

General Function: To facilitate the sales of products sold at Lifestyle Markets.

Responsibilities:

- To develop a positive working relationship with staff, customers, suppliers and managing partners that will result in ongoing improvements and successes for Lifestyle Markets.
- Promote continuous improvement in merchandising.
- Keep current with latest trends and changes.
- Provide information to customers regarding products and assist with making purchases in a courteous demeanor.
- Provide the highest level of service for our customers.
- Stock shelves and face products as required.
- Ensure all company policies and procedures are followed.
- Maintain a high level of cleanliness and organization.
- Answer phones in a friendly and professional manner.
- Other related duties.

Qualifications:

- Possess extensive knowledge of vitamin supplements and related products.
- Must be pleasant, personable and outgoing.
- Must be able to make specific product recommendations.

Position: **Body Care Consultant**

Reports to: Body Care Manager

General Function: To facilitate the sales of products sold at Lifestyle Markets.

“Lifestyle Markets has a beautiful and diverse selection of Natural Body Care Products including makeup, beauty aids, aromatherapy, baby products, therapeutic skin care and daily essentials”

DEPARTMENT GOAL:

To provide knowledgeable and professional customer service to all customers that enter our department. Knowing that every person is unique, it is important that we look at each customer individually and find the absolute best product to suit their own personal needs. Considering that many people are beginning to transition from conventional Body Care products to one that is natural, it is our job to teach them about the differences and point them in the right direction. Knowledge of our products is key and ongoing. We want every customer to leave satisfied; receiving the product and/or information that they came for.

Consultants are highly encouraged to research the products as well as chemicals in skin care to be able to steer customers towards a more natural alternative. We look at trending products and incorporate those items into our department when applicable.

RESPONSIBILITIES:

Customer Service

Customer service is of the utmost priority for all staff members in body care.

- When customers enter our department, always stop what you are doing and approach the person with eagerness to help. If you are already with a customer, call another consultant to help or let the waiting customer know that you will be with them as soon as you can.
- Be polite and attentive. Show an interest in what the customer is needing.
- Not all customers want help. Offer your service by either asking them if they would like assistance or by letting them know that you are there if they need assistance.
- If the situation arises that you have an abrasive customer and need help, call a manager to assist.
- Be prompt in getting the customer what they need whether it be information, their special order or a returned phone call.
- Nutrition and supplements also play a part in body and skin health. Take a customer to related departments for additional help with nutritional needs if required.

Cleaning

- Keep all shelving clean and dust free.
- Clean all makeup displays daily including disinfecting makeup brushes and wiping mirrors.
- Call on intercom for wet clean up (to area) when spills happen and put up caution sign. Do not leave a spill unattended.

Ordering and Merchandising

- Order stock as required.

- Merchandise products appropriately and create displays when needed.
- Always stock products onto a clean shelf.
- Make sure all products have a price tag and sale sign if necessary. Request tags as needed.

Stocking and Back-stocking

- Stock orders onto the shelf, checking for upside down tags (which indicate an out of stock item) and turn them back up.
- Always check the UPC on product and tag for any changes and notify file maintenance if necessary.
- Rotate stock appropriately and check for recent expiry dates.
- Report any damaged or missing products to manager.
- Keep back-stock area clean and organized.
- Check for customer special orders upon product arrival. Scan to make sure they are in the system. Report to file maintenance with any discrepancies.

Communication

- Follow through with all customer requests or complaints.
- Develop and maintain a positive and open working relationship with staff, customers, suppliers and managing partners that will result in ongoing improvement and successes for Lifestyle Markets.
- Answer the phone in a professional and friendly manner and make sure customers are not left waiting picking up in a timely manner (not past three rings)
- Ensure that all company policies and procedures are followed. When in doubt consult the Employee Handbook.

Learning

- Research information pertaining to our products, ingredients and chemical information, doing so during quiet times of the day.
- Attend product seminars as required (some may be mandatory)
- If you don't know the answer to a customer question, do what you can to find the answer by doing research or seeking help from another staff member. If the question is not answered at that point, take the customer contact information for callback and pass it along to your manager.

Safety

- Practice all safety instructions as instructed by management and safety committee.
- Follow the guidelines of the employee handbook to ensure job safety and security.
- Watch for theft and act accordingly (see handbook).
- Call appropriate staff member for help when needed.

QUALIFICATIONS:

- Must show strong interest in health and wellness as well as learn about body care products and makeup application.
- Appearance needs to be professional, clean and maintained.
- Will feel confident in recommending products to customers based on their request and individual requirements.
- Must be pleasant and personable with an eagerness to learn.
- Must be able to work independently and be self-directed.

Position: Front End Supervisor

Reports to: Customer Service Manager

General Function: To meet and exceed the expectations of the customers and assume the responsibilities of the Customer Service Manager when he/she is absent.

Responsibilities:

- To develop a positive working relationship with staff, customers, suppliers and managing partners that will result in ongoing improvements and successes for Lifestyle Markets.
- Provide leadership and direction for department.
- Oversee department staff members and monitor for customer service, staffing and day to day responsibilities.
- Responsible for cash handling including debt collection, gift certificates, authorization of refunds, as well as cash security systems.
- Manage and adhere to department's financial plan and budgets, work continuously to improve sales and profit, labour and inventory levels.
- Assist staff with questions and guidance.
- Provide and demonstrate excellent customer service at all times.
- Responsible for maintenance and cleanliness of department.
- Implement and follow all guidelines and procedures regarding health and safety.
- Possess strong merchandising skills.
- Train, evaluate and provide recognition to staff.
- Develop plan of action to attain ongoing improvements and success throughout store.

Qualifications:

- Efficient and accurate cash handling and mathematical skills.
- Excellent customer service, organizational and prioritization skills.
- Ability to work well under pressure with little or no supervision.
- Ability to bend, twist, lift heavy loads and stand for up to 8 hour shifts.

Position: Deli Supervisor

Reports to: Deli Manager

General Function: To assist the Deli manager in the management of the deli department with a high level of skill, knowledge and leadership abilities to surpass the customers' and management's expectations.

Responsibilities:

- To develop a positive working relationship with staff, customers, suppliers and managing partners that will result in ongoing improvements and successes for Lifestyle Markets.
- Work with deli staff and direct team activity ensuring company guidelines and plans are followed to ensure excellent, consistent product quality and service.
- Maintain high standards of cleanliness and ensure all procedures meet food safe guidelines.
- Ensure recipe preparation and quantities are consistent and food safe practices are strictly adhered to by all staff.
- Develop and maintain staff training plan to ensure high quality and efficient preparation, cooking and presentation skills for all deli items.
- Provide performance planning and follow through.
- Train and ensure staff follow all standards, policies and procedures.
- Train and ensure staff follow the proper use of equipment and rotation systems.
- Provide and demonstrate consistent, friendly, and efficient communications skills.
- Continuously strive to improve labour costs, sales, profit, and shrink levels.
- Ensure accurate ordering and product availability.
- Be a leader in prompt and friendly customer service.

Qualifications:

- Supervisory work experience in food service industry.
- Computer literate (MS WORD, EXCEL, ACCESS).
- Demonstrated efficiency and accuracy with cash handling and mathematical skills.
- Excellent organizational, prioritization and customer service skills.
- Ability to work well under pressure with little or no supervision.
- Good cooking skills (i.e. ability to follow recipes, make basic soups, sauces, etc.)
- Experience in basic food costing, waste management, etc.
- Ability to coach and supervise staff.
- Must be a self motivated team player that is highly energetic and be able to handle many tasks at once.
- Must display a positive and professional attitude especially in the face of difficult situations.
- Must be flexible to the business needs and be willing to work a variety of shifts.

Position: **Grocery Supervisor**

Reports to: Grocery Manager and Assistant Grocery Manager

General Function: To assist the management team with skill, knowledge and positive leadership abilities such that each department, singularly and collectively will meet and exceed customers and shareholders' level of expectation.

Responsibilities:

- To develop a team of goal setting, self motivated people who are invested in the values and objectives of Lifestyle Markets.
- To be responsible for the reporting of repairs and maintenance of Lifestyle Markets.
- To provide exceptional leadership by guiding, directing and motivating your department teams.
- To effectively complete the display floor plan in a timely manner.
- To promote continuous improvement practices in merchandising that stimulates, excites and interests customers while maintain a readiness for busy.
- To develop a positive working relationship with your staff, suppliers and managing partners that will result in ongoing improvements and successes for Lifestyle Markets.
- To report any product shortages to ensure product availability.
- To assist in the planning of shelf space management, merchandising and promotional events.
- Aid in the creation of new training systems and support them as the company grows.
- To train and develop the new staff on all aspects of grocery retailing and communicate any concerns to management.

Qualifications:

- A good knowledge of the natural food industry and natural food retailing.
- Good personal organization skills (planning goals and objectives)
- Excellent organizational, decision making, prioritization and communication skills.
- Must be a self motivated team player that is highly energetic and be able to handle many tasks at once.
- Must display a positive and professional attitude especially in the face of difficult situations.
- Must be flexible to the business needs and be willing to work a variety of shifts.
- Ability to lift heavy objects for long periods of times.

Letter of Understanding #1

Re: Introduction of Group Health Benefits Plan:

The Employer has agreed to establish a Group Health and Benefits Plan for all bargaining unit members that includes at a minimum: dental, prescription drug coverage and extended health. The plan is to be a minimum of 50% employer paid.

The Employer and the Union agree to meet within ninety (90) days of ratification to give effect to the implementation of the plan. In acknowledgement of the challenges and variables associated with the first-time implementation of a Group Health Benefits Plan, the Employer and the Union agree to meet in good faith to resolve any issues that may arise and to refer any potential contractual changes for discussion as permitted under Section 14.08 (Start-Up Agreement).

SIGNED THIS 31 DAY OF July, 2020 .

**FOR THE UNION
UNITED FOOD & COMMERCIAL
WORKERS, LOCAL 1518**

**FOR THE EMPLOYER
HEALTH VENTURES LIMITED
ASSOCIATION**



Kim Novak, President

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