

UNION AGREEMENT

BETWEEN

**UNITED FOOD AND COMMERCIAL WORKERS UNION LOCAL 1518
BRITISH COLUMBIA**

AND

**SAVE-ON-FOODS LIMITED PARTNERSHIP (MISSION PARK URBAN FARE)
BRITISH COLUMBIA**

MARCH 1, 2019 – FEBRUARY 28, 2026

RATIFIED BY MEMBER VOTE: APRIL 24, 2021

CONTENTS

SECTION 1 – SHARED VALUES	1
<i>Honesty</i>	1
<i>Integrity</i>	1
<i>Trust</i>	1
SECTION 2 - BARGAINING AGENCY	2
SECTION 3 - UNION SHOP	2
SECTION 4 - DEDUCTION OF UNION DUES.....	2
SECTION 5 - CLERKS WORK CLAUSE	3
SECTION 6 - BASIC WORK WEEK, ACCUMULATED TIME OFF, STATUTORY HOLIDAYS.....	3
6.01 BASIC WORK WEEK.....	3
6.02 WORK SCHEDULE.....	3
6.03 MEAL PERIODS AND REST PERIODS	4
6.04 EVENING AND SUNDAY SHIFT ROTATION	4
6.05 TIME AND ONE-HALF.....	4
6.06 DOUBLE TIME	5
6.07 NO PYRAMIDING OF OVERTIME	5
6.08 GENERAL HOLIDAYS.....	5
6.09 SHIFT INTERVAL.....	5
6.10 NIGHT STOCKING.....	6
6.11 PERSONAL TIME OFF (PTO).....	6
6.12 CONSECUTIVE DAYS OF WORK.....	6
6.13 REQUESTED TIME OFF (RTO).....	6
SECTION 7 - PAY DAY.....	6
7.01 PAY DAY.....	6
SECTION 8 -WAGES.....	6
8.01 STAFF MEETINGS	6
8.02 EQUAL PAY FOR EQUAL WORK.....	7
8.03 CASH SHORTAGES.....	7
8.04 JURY AND WITNESS DUTY PAY.....	7
8.05 CREDIT FOR PREVIOUS EXPERIENCE	7
SECTION 9 - VACATIONS WITH PAY – LEAVES OF ABSENCE	8
9.01 VACATIONS ENTITLEMENT AND PAY	8
9.02 VACATION SCHEDULING	8
9.03 SINGLE DAY VACATION	9
9.04 LEAVES OF ABSENCE	9
<i>General Leave</i>	9
<i>Compassionate Leave</i>	10
<i>Educational Leave</i>	10
<i>Military Leave</i>	10
SECTION 10 - HEALTH AND WELFARE PLAN	10
10.01 BENEFIT CONTRIBUTIONS	10
10.02 PHYSICAL EXAMINATIONS	11
10.03 MEDICAL REPORTS	11
10.04 DRUG AND ALCOHOL ASSISTANCE PROGRAM.....	11

10.05	DIRECT PAY PRESCRIPTION CARD.....	11
10.06	SELF PAY WHILE ON LEAVE.....	11
SECTION 11 - SICK LEAVE BENEFITS, FUNERAL LEAVE, MATERNITY LEAVE		11
11.01	FUNERAL AND BEREAVEMENT LEAVE	11
11.02	PREGNANCY LEAVE	12
11.03	PARENTAL LEAVE	12
11.04	PATERNITY/ CO-PARENTAL LEAVE.....	13
11.05	SICK LEAVE	13
SECTION 12 - PENSION.....		14
12.01	NORMAL RETIREMENT DATE	14
12.02	PENSION PLAN ELIGIBILITY	14
12.03	CONTRIBUTIONS.....	14
12.04	UFCW PENSION PLAN – PENSION CONTRIBUTIONS.....	15
SECTION 13 - SENIORITY		15
13.01	SENIORITY HOURS.....	15
	<i>Sick Call-In Scheduling</i>	15
13.02	SENIORITY DEFINED.....	15
13.03	SENIORITY TIE-BREAKER.....	16
13.04	SENIORITY RANKING.....	16
	<i>Ranking Issues</i>	16
13.05	NOTICE OF BUMPING	16
13.06	MULTI STORE BUMPING.....	16
13.07	SENIORITY RETENTION	16
13.08	RECALL FROM LAYOFFS.....	16
13.09	ROLE OF SENIORITY	17
13.10	POSTING OF VACANCIES.....	17
	<i>New Stores</i>	17
13.11	TRIAL PERIOD	17
13.12	RESTRICTION OF AVAILABILITY.....	17
13.13	JOB SECURITY	18
13.14	NEW STORE, REMODEL AND RELINE WORK.....	18
13.15	NOTICE OF REDUCTION TO PART-TIME STATUS.....	18
13.16	SEVERANCE PAY	18
SECTION 14 - UNION’S RECOGNITION OF MANAGEMENT RIGHTS.....		19
14.01	MANAGEMENT RIGHTS	19
SECTION 15 - GRIEVANCE PROCEDURE.....		19
15.01	PURPOSE	19
15.02	GRIEVANCE DEFINED	19
15.03	GRIEVANCE PROCEDURE.....	19
15.04	TIME LIMITS.....	20
SECTION 16 - BOARD OF ARBITRATION		20
16.01	POWER OF THE ARBITRATOR.....	20
16.02	SINGLE ARBITRATOR	20
16.03	TROUBLESHOOTER	20
16.04	ARBITRATION AND TROUBLESHOOTER HEARINGS	20
SECTION 17 - MISCELLANEOUS.....		21
17.01	UNION DECAL	21
17.02	EMPLOYEES PERSONNEL FILE	21
17.03	HARASSMENT.....	21
17.04	NO DISCRIMINATION.....	21
17.05	PICKET LINES	21

17.06	WEARING APPAREL.....	21
17.07	TOOLS AND EQUIPMENT.....	22
17.08	BULLETIN BOARD	22
17.09	HEALTH, SAFETY AND EDUCATION FUND	22
17.10	CHANGES IN WORK OPERATION.....	22
17.11	DUTY TO ACCOMMODATE.....	22
SECTION 18 - HEALTH AND SAFETY STORE COMMITTEES		22
SECTION 19 - TIME OFF FOR UNION BUSINESS		23
19.01	UNION CONFERENCES, CONVENTIONS, SEMINARS AND NEGOTIATIONS	23
19.02	STORE VISITS OF UNION REPRESENTATIVES	23
19.03	EMPLOYER OBLIGATION	23
19.04	SHOP STEWARD RECOGNITION.....	23
	<i>Discipline Interview</i>	24
19.05	GROWING OUR FUTURE	24
	<i>Purpose</i>	24
	<i>Guiding Principles</i>	24
	<i>Scope</i>	24
	<i>Suggested Topics FOR Discussion:</i>	25
	<i>Topics NOT for Discussion:</i>	25
	<i>Meeting Structure</i>	25
	<i>Communication</i>	26
	<i>Roll-Out</i>	26
SECTION 20 - EXPIRATION AND RENEWAL		26
20.01	TERM AND NOTICE TO BARGAIN	26
20.02	MULTI YEAR AGREEMENT	27
20.03	REPLACEMENT STORES – TEN YEARS LABOUR PEACE.....	27
SCHEDULE “A”		29
	WAGES.....	29
LETTER OF UNDERSTANDING #1 – LABOUR CONTINUITY		32
LETTER OF UNDERSTANDING #2 – JOINT UNION MANAGEMENT QUARTERLY REVIEWS.....		32
LETTER OF UNDERSTANDING #3 – EMPLOYMENT SECURITY		34
LETTER OF UNDERSTANDING #4 – NEW STORES.....		34
LETTER OF UNDERSTANDING #5 – HEALTH & WELFARE, DENTAL AND PENSION TRUST.....		35
LETTER OF UNDERSTANDING #6 - NEW DEPARTMENTS.....		36
LETTER OF UNDERSTANDING #7		36
LETTER OF UNDERSTANDING #8.....		37
LETTER OF UNDERSTANDING #9 – MANAGEMENT STRUCTURE.....		37
LETTER OF UNDERSTANDING #10 – STUDENT SENIORITY		38
LETTER OF UNDERSTANDING #11 - PHARMACY ASSISTANT		39
LETTER OF UNDERSTANDING #12 - MOVEMENT BETWEEN BANNERS.....		39
LETTER OF UNDERSTANDING #13 – VOLUNTARY SEVERANCE		40
LETTER OF UNDERSTANDING #14 –THIRD PARTY LIABILITY		40
LETTER OF UNDERSTANDING #15 – CROSS CLASSIFICATION SCHEDULING PILOT.....		40
LETTERS BETWEEN THE PARTIES.....		42
	RE: SECTION 10.03 - BENEFIT CONTRIBUTIONS	42
	RE: EMPLOYEE PARKING AT 7638 MISSION PARK	43

THIS AGREEMENT entered into this 13th day of April, 2021, and

BETWEEN: SAVE-ON-FOODS LIMITED PARTNERSHIP (MISSION PARK URBAN FARE)

(hereinafter referred to as the “EMPLOYER”)

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518

(hereinafter referred to as the “UNION”)

WHEREAS it is the intent and the purpose of the parties hereto that this Agreement will promote an industrial and economic relationship between the employees and the Employer and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

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

Section 1 – Shared Values

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

Honesty

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

Integrity

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

Trust

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

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

Section 2 - Bargaining Agency

- 2.01** The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agency for all employees employed by the Employer in the present and future Cooper's and Big Buy Foods stores owned and/or operated by the Employer in the Province of British Columbia, with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement, save and except excluded personnel and employees under separate certificate. In future stores the Collective Agreement shall be binding on the parties effective the date of store opening.
- 2.02** Existing working conditions and practices, written or oral, but not specifically mentioned herein, and as established by company and usage, shall continue in full force and effect and shall not be altered during the life of this Agreement, except by mutual consent of the parties. No past practice shall be used in such a manner as to alter the specific provisions in this Collective Agreement.
- 2.03** The term "employee" as used in this Agreement includes all employees of the Employer working in **Mission Park Urban Fare location at #45-3155 Kelowna, BC**, except for those designated as excluded personnel including those with the authority to employ or dismiss which includes but not limited to the Store Manager, Assistant Store Manager, Operations Manager, **Head Chef and Sous Chefs**.

Section 3 - Union Shop

- 3.01** The Employer agrees to retain in its employ, within the bargaining unit as outlined in Section 2 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said non-members, whether part-time or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- 3.02** The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. 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.

Section 4 - Deduction of Union Dues

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

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

Section 5 - Clerks Work Clause

5.01 With the exception of excluded personnel listed in Section 2 of this Agreement and salespersons, vendor representatives, Head Office personnel and third parties, all work in the handling and selling of merchandise in the retail stores of the Employer shall be performed only by the employees of the bargaining unit who are members of UFCW Local 1518.

Section 6 - Basic Work Week, Accumulated Time Off, Statutory Holidays

6.01 Basic Work Week

The Employer reserves the right to schedule hours of store operation, employee hours of work, rest periods, meal periods and overtime work.

Because the stores are open seven (7) days per week the hours of work will be scheduled over the seven (7) day period. The work week will commence at 12:01 on Sunday and end at midnight Saturday.

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

Students reporting for work on a school day must be scheduled for a minimum of four (4) hours.

The consecutive day work limit shall be as per the *Employment Standards Act*.

6.02 Work Schedule

Work schedules will be posted on Thursday **ten (10)** days in advance.

An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, power outage, breakdown of machinery or other instances of *force majeure*. In all other cases, at least twenty-four (24) hours' notice of any change must be given or four (4) additional hours' pay given in lieu of notice.

The Employer is required to make a reasonable effort to advise individual employees of the change to their work schedule once it has been posted.

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

6.03 Meal Periods and Rest Periods

Employees who work a shift of four (4) hours but not more than five (5) hours will receive one (1) paid fifteen (15) minute rest period.

Employees who work a shift of five (5) hours but not more than six (6) hours will receive one (1) paid twenty (20) minute rest period.

Employees who work a shift of six (6) hours or more but less than seven (7) hours will receive two (2) paid fifteen (15) minute rest periods.

Employees who work a shift of seven (7) hours or more but less than eight (8) hours will receive two (2) paid twenty (20) minute rest periods or two (2) paid fifteen (15) minute rest periods with an optional thirty (30) minute unpaid meal period. Employees will indicate their meal period option twice per calendar year in the first full week of April and October.

Employees who work a shift of eight (8) hours or more will receive two (2) paid fifteen (15) minute rest periods and a thirty (30) minute unpaid meal period unless mutually agreed otherwise.

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

6.04 Evening and Sunday Shift Rotation

It is understood that the current practice in regard to rotation of Evening and Sunday shifts will continue.

The current practice is that everyone (including Key Personnel) will work on a fair rotation of Sundays and evenings.

The parties have agreed to utilize the Growing Our Future (GOF) 2014 post-Award meetings process as a platform to discuss and resolve concerns surrounding this topic.

6.05 Time and One-Half

Time and one-half will be paid for all hours worked in excess of eight (8) in a day and forty (40) in a week. Part-time employees who work a shift on a seventh (7th) day within a work week shall be paid at a rate of time and one-half (1-1/2X) for the length of that shift. Part-time employees shall have the option of not working on a sixth (6th) day within a work week if that is their wish.

6.06 Double Time

Double time will be paid for all hours worked in excess of eleven (11) hours in a day and forty-eight (48) in a week.

6.07 No Pyramiding of Overtime

Overtime paid on a daily basis will not be used to calculate weekly overtime.

6.08 General Holidays

a) The following days will be considered general holidays:

- | | |
|----------------|------------------|
| New Year's Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| BC Day | |

plus any additional days proclaimed as General Holidays by the Federal and Provincial Government

b) To be eligible for a paid day off, or premium pay for working on a holiday, an employee must have been on the payroll at least thirty (30) calendar days in advance of the holiday.

c) An eligible employee who works regular hours and has worked at least (15) of the (30) calendar days prior to the holiday is entitled to average days pay.

An eligible employee who has worked fewer than fifteen (15) of the thirty (30) calendar days prior to the holiday is entitled to prorated holiday pay.

d) If an eligible employee works on a general holiday, then payment will be at 1 - 1/2 times normal rates. In addition, a day off with pay at a mutually convenient date will be accorded that employee.

e) Where a general holiday falls during an employee's vacation or on a normal day of rest, then another day off with pay at a mutually agreed date will be accorded that employee.

6.09 Shift Interval

There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed a ten (10) hour interval between shifts shall be paid at the rate of time and one half (1-1/2) for time worked prior to the expiry of the ten (10) hour interval.

Employees may elect to have less than the ten (10) hour shift interval (but not less than eight [8] hours) on the shift immediately after a late shift in order to be available to work an early shift or vice versa.

6.10 Night Stocking

In the event that night stocking becomes necessary, the Parties shall meet to discuss its implementation. If night stocking is implemented, one (1) employee on the night stocking shift shall be designated as Lead Hand and shall be paid a premium of one dollar (\$1.00) per hour in addition to their regular rate of pay. This clause shall not apply to short-term initiatives lasting no more than two (2) weeks at a time.

If the parties cannot agree on terms of implementation, the matter shall be referred to **the Provincial Growing Our Future Committee**. The principles **for resolution** are fair rotation, flexible start times, and consistent start times.

6.11 Personal Time Off (PTO)

Full-time employees may request to leave prior to the completion of their scheduled shift.

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

6.12 Consecutive Days of Work

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

6.13 Requested Time Off (RTO)

Full-time or part-time employees, requesting and who are granted RTO 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 or days for any request made and granted after the posting of the work schedule.

Section 7 - Pay Day

7.01 Pay Day

There shall be a regular weekly payday and each employee shall be provided with a Statement of Earnings and Deductions for the pay period covered.

Section 8 -Wages

8.01 Staff Meetings

Staff meetings, whether in the store or off the premises, shall be considered as time worked and paid for accordingly, except meal meetings at which the attendance is voluntary. Such meal meetings in excess of three (3) during each Contract year shall be considered as time worked and paid for accordingly.

8.02 Equal Pay for Equal Work

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

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

8.03 Cash Shortages

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

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

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

8.04 Jury and Witness Duty Pay

An employee summoned to Jury Duty or Witness Duty, where subpoenaed in a court of law; or where subpoenaed to an Arbitration Hearing or Labour Board Hearing by the Employer; shall be paid wages amounting to the difference paid them for their services and the amount they would have earned had they worked on such days. Employees performing the said service shall furnish the Employer with such Statements of Earnings as the courts may supply.

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

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

8.05 Credit for Previous Experience

New employees shall be classified according to their previous comparable experience within the trades, retail, retail food, or food service industry. A credit for previous experience of a maximum of twelve (12) months shall be given as long as that employee has listed such experience on his or her Application for Employment form.

The Employer and the Union may expand or alter the above criteria and in such cases the Employer will provide the Union with a written notice of the program so that the Union and Employer can review, discuss, and modify details and specifics of any program(s). There

shall be a fair and consistent application of any program(s). It is understood that the Employer has the right to implement any program if no agreement can be reached subject to the Union referring the matter to Arbitration to determine if the above requirements have been met.

Section 9 - Vacations with Pay – Leaves of Absence

9.01 Vacations Entitlement and Pay

Employees with the corresponding continuous years of employment with the Employer as a full-time or part-time employee will be entitled to the following vacation time off and vacation pay:

Employees Hired Before February 1, 1998		
	Vacation Time Off	Vacation Pay
One (1) or more years	2 weeks	4%
Three (3) or more years	3 weeks	6%
Seven (7) or more years	4 weeks	8%
Twelve (12) or more years	6 weeks	12%
Seventeen (17) or more years	8 weeks	16%

Effective January 1, 2022

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

9.02 Vacation Scheduling

The selection of holidays will commence with the most senior employee through to the least senior employee. Employees will pick their first two weeks of vacation starting with the most senior employees and finishing with the most junior. This process will take one week beginning December 1 of each year. The process will be repeated the following week for selection of the next two weeks of vacation time and will continue until all employees have selected their vacations. If employees fail to request specific vacation time off by April 1st, they can arrange their vacation at a later date at a time mutually acceptable to the supervisor.

Effective the 2016 vacation selection period, employees shall select their vacation using their Seniority Date within the store.

All eligible employees shall be entitled to two (2) weeks of vacation during the thirteen (13) weeks of summer. Eligible employees include those with twelve (12) months of continuous service.

Four (4) weeks per calendar year may be excluded from the vacation selection process to address the operational needs of the store. These four (4) weeks shall be determined before January 1 of each year.

These four (4) weeks shall be mutually agreed upon through the joint Union/ Management process in each store. If an agreement cannot be reached then the matter shall be referred to the Union Representative(s) and Employer Representative(s) who shall meet and, in good faith, shall earnestly endeavour to settle the matter.

The selected weeks shall be reviewed during the last joint Union/ Management meeting of the year and cannot be changed except by mutual agreement between the employee and the Employer.

Once vacations are approved by the Company, they shall not be changed, unless by mutual agreement between the employee and the Employer.

9.03 Single Day Vacation

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

Single Day Vacation requests approved during the annual vacation selection process shall have preference over R.T.O. and A.T.O (where applicable).

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

Only one (1) single vacation day may be taken per week.

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

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

Single Day Vacation will not impact another employee's ability to take a full week of vacation. When booking a single vacation day, all five (5) days must be booked at that time.

9.04 Leaves of Absence

General Leave

Upon one (1) month's notice, employees may request a leave of absence without pay for up to one (1) year. The employee will indicate the length of the request. The Employer is limited to only operational considerations when deciding whether or not to grant such leave. Leaves of absence shall not be unreasonably withheld. Notwithstanding the above, at least one employee at a time shall be entitled to be off on a General Leave in each store. If such a leave is granted, the employee must disclose to the Employer any new employment relationship for the purpose of determining if a conflict of interest arises.

Compassionate Leave

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

Educational Leave

Employees with four (4) years or more of continuous service shall be entitled to an unpaid leave of absence, for educational purposes, of up to one (1) year on a one-time only basis. This leave will not be denied if the request is made with a minimum of one (1) month's notice. Only one (1) employee per store will be eligible at any one time. The employee must be attending an accredited educational institution and may be required to provide proof of such attendance.

Military Leave

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

Section 10 - Health and Welfare Plan

10.01 Benefit Contributions

- 1. Dental and Extended Health Benefits (E.H.B.)**
 - **The Employer shall provide Dental and EHB benefits with contributions set at thirty-eight cents (\$0.38) per hour effective the first Employer fiscal period after ratification, 2021.**
- 2. Medical Services Plan (MSP), Weekly Indemnity (W.I.), Long Term Disability (L.T.D.), Life Insurance, and/or Accidental Death & Dismemberment (AD&D).**
 - **Effective Sunday after ratification 2021 the Employer shall contribute thirty cents (\$0.30) per hour worked for the purposes of providing one or a combination of the above benefits.**
- 3. Any benefit costs over and above the foregoing will be borne by the employees.**
- 4. The Employer and Union Trustees shall oversee the implementation of the above benefits. Provincial Medical shall be administered by the Employer. The Employer and the Union can mutually agree to enhance some benefits in point 2 above, provided that any costs above the stated Employer contributions are funded by employee contributions.**
- 5. The Employer and Union Trustees shall be responsible to establish eligibility and qualification requirements for the above plan(s).**
- 6. Employees at date of ratification 2021 who have qualified for benefits under the Cooper's Foods benefit plan Pre-ratification 2021 (the "Plan") shall remain on**

that Plan based on the funding formula set out in the March 1, 2014 – February 28, 2019 collective agreement. Should the viability of the Pre-ratification 2021 Plan come into question, Arbitrator Christopher Sullivan shall mediate the parties in finding a reasonable resolve.

10.02 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. Except prior to commencement of employment and the first four (4) weeks of employment, such examinations shall be taken during the employee's working hours without loss of pay to the employee.

10.03 Medical Reports

The Employer agrees to pay the fee for medical reports required by the Employer for Sick Leave or Weekly Indemnity provisions to a maximum of fifty dollars (\$50.00).

10.04 Drug and Alcohol Assistance Program

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.

10.05 Direct Pay Prescription Card

The Employer agrees to provide a Direct Pay Prescription Drug Card for those employees who qualify for this benefit within six (6) months of Ratification of this Agreement. The card will be for use in pharmacies operated by the Employer. For employees who work in stores with no pharmacy the Employer will make arrangements for this service at a local pharmacy.

10.06 Self Pay While on Leave

Employees on General Leave or Education Leave shall be permitted to elect to self pay their pre-leave benefits for M.S.P., Extended Health Care, Life and AD & D Insurance, and Dental. Payment to the Employer shall be by Direct Debit on a monthly basis. Once the Employer's "Self Service" functionality is implemented, employees shall be able to select which of their pre-leave benefits they wish to self pay during their leave. Employees who were eligible for Weekly Indemnity and Long Term Disability Benefits prior to commencing a leave shall immediately disqualify for these benefits but shall become immediately eligible for these benefits upon returning to work.

Section 11 - Sick Leave Benefits, Funeral Leave, Maternity Leave

11.01 Funeral and Bereavement Leave

In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay of three (3) days. The term immediate family shall mean brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, or any relative living in the household of the employee. In the event of death of an employee's spouse, parent, or child, the employee will be granted leave of absence with pay of five (5) days.

Should an employee's entitlement to the one (1) week's leave of absence with pay occur while the employee is on vacation, the employee's week of vacation will be re-scheduled at some later date as mutually agreed between the employee and the Employer.

An employee's day off will not be altered to circumvent funeral leave benefits. This leave may be extended for up to five (5) working days by using vacation time and/or unpaid leave as long as there is another employee available and capable of performing the duties required.

Employees may request up to five (5) working days of vacation time or unpaid leave for time off in the event of death of other family members not listed above as long as there is another employee available and capable of performing the duties required.

11.02 Pregnancy Leave

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

11.03 Parental Leave

1. An employee who requests parental leave under this Section is entitled to the following:

- (a) for a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Section 11.02 - up to thirty five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section 11.02.
 - (b) For a birth mother who does not take a leave under Section 11.02 in relation to the birth of a child - up to thirty seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks after that event.
 - (c) for a birth father - up to thirty seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks of that event.
 - (d) for an adopting parent - up to thirty seven (37) weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
2. If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection 1 above.
 3. The employee is required to give the Employer four (4) weeks advance notice in writing of their intent to take a leave under subsection 1 (a)(b) or (c). The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
 4. Benefit entitlement for the above leaves shall be as required in the *Employment Standards Act*.

11.04 Paternity/ Co-Parental Leave

An employee about to become a father or co-parent shall be entitled to an unpaid leave of absence of up to five (5) days at the time of the birth of their child or the adoption of a pre-school child or children. The employee may use one (1) week's vacation at their option.

11.05 Sick Leave

Upon satisfactory completion of probation, all pre-September 14, 2014 regular full-time employees will be entitled to accumulate eight (8) hours of sick leave for each month of full employment to a maximum of ninety-six (96) hours. Upon satisfactory completion of probation, all pre-September 14, 2014 part-time employees whose average work week, over a twelve (12) week period, is a minimum of twenty-two (22) hours worked will be entitled to accumulate four (4) hours of sick leave for each month of employment to a maximum of forty-eight (48) hours. Upon satisfactory completion of probation, employees hired after September 14, 2014 whose average work week, over a twelve (12) week period, is a minimum of twenty-two (22) hours worked will be entitled to accumulate two (2) hours of sick leave for each month of employment to a maximum of twenty-four (24) hours. Sick leave will not accumulate during an absence for disability that exceeds two weeks in duration, including weekly indemnity, long-term disability, Workers' Compensation Board etc.

Should a pre-September 14, 2014 full-time employee be off work and sick one day in a month, they will receive a day's pay and accumulate eight (8) hours sick pay for that month or four

(4) hours per month if a pre-September 14, 2014 part-time employee, or two (2) hours per month for employees hired after September 14, 2014, as long as they maintain a minimum of twenty-two (22) hours per week.

11.06 Domestic Violence Leave

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason and upon verification of the situation, the Employer agrees that an employee who is a direct victim of an abusive or violence situation will not be subject to discipline if the absence or performance issue is the result of an abusive or violent situation.

Verified absences, which are not covered by other terms of the collective agreement, will be granted as absent with permission without pay not to exceed two (2) months. Employees shall have the ability to fund these absences through any paid time off they have accumulated under the collective agreement at the time of the absence.

Paid time off for this leave shall be provided to a maximum of one (1) day.

Should there be changes in government regulations that allows paid leave for domestic violence, the one (1) day paid in this section shall be considered as part of the paid leave as per the government regulations.

Section 12 - Pension

12.01 Normal Retirement Date

Normal Retirement Date is the first of the month following an employee's 65th birthday.

12.02 Pension Plan Eligibility

Upon completion of one year of service, employees who have worked an average of 22 hours or more per week for the twelve (12) weeks immediately preceding their anniversary day, must join the plan and remain in it while they continue to be employed by the Employer.

Employees, who have completed one year of service but have not maintained this average, must join the plan and remain in it once they have attained this average for a future twelve (12) week period.

12.03 Contributions

Employees who qualify for benefits are required to join the Plan upon completing one year of service. The Employer will contribute an amount equal to 2% of the employee's earnings. Employees are required to contribute 5% of their earnings, less contributions to CPP. Employees may increase the size of their pension investment by making voluntary contributions up to the limits specified by the Income Tax Act.

The Employer will determine who manages the fund.

12.04 UFCW Pension Plan – Pension Contributions

Effective the first contribution period after Ratification of this Agreement, the Employer shall commence contributions to the Joint UFCW Pension Trust on behalf of all employees under separate cost group within the Overwaitea Division of the UFCW Pension Plan Trust.

The initial level of Employer contributions shall be at 2.50% of an employee’s earnings and shall increase to the following amounts in January of each of the following years:

2010 – 3.00%	2011 – 3.50%
2012 – 4.00%	2013 – 5.00%
2014 – 5.50%	2015 – 6.00%
2016 – 6.50%	2017 – 7.00%
2018 – 7.50%	2019 – 8.00%

Effective January 2014, employee contributions shall commence as follows:

Age 18 to under age 30 – 1% of earnings
Age 30 to under age 40 – 2% of earnings
Age 40 and above – 4% of earnings

Each employee shall have the option of transferring their existing pension funds to the Joint UFCW Pension Plan and use these funds to obtain past pensionable service and/or they may use other funds to purchase past pensionable service subject to actuarial calculation. Once this option is exercised Letter of Understanding #7 – Health & Welfare, Dental and Pension Trust can be deleted.

Section 13 - Seniority

13.01 Seniority Hours

On a weekly basis the Employer will schedule the required number of hours per classification and employees will be assigned shifts on a seniority basis with the most senior employees receiving the most hours. The Employer shall identify and schedule the longest shifts. These shifts shall be assigned to employees by seniority on a **weekly** basis. **The Employer will endeavour to schedule full eight (8) hour shifts to full time employees who have restricted their hours.**

Sick Call-In Scheduling

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

13.02 Seniority Defined

Seniority shall mean length of continuous service with the Employer for employees other than students. For students, seniority shall mean total hours paid by the Employer.

If a student becomes a regular employee, his/her seniority hours will be converted to a service date on the basis that each 173 hours of seniority will be considered 1 month of seniority.

A full-time employee shall mean an employee who has worked forty (40) hours per week during a twelve (12) consecutive week period. This shall be considered a full-time vacancy and be posted within five (5) days of identifying the vacancy.

13.03 Seniority Tie-Breaker

In the case where two (2) or more employees commence work on the same date, their seniority shall be determined at the end of thirty (30) days by the Employer. If this does not occur, then their ranking will be determined by their placement on the schedule.

13.04 Seniority Ranking

Effective Sunday after Ratification (2009), employees with the same seniority date within a store shall be ranked by Hours Worked at the time the ranking occurs. The hours worked shall include Pregnancy Leave, Parental Leave, paid Medical Leave, Vacation time off, and Statutory Holidays. Employees with the same seniority date within a classification shall maintain the rank they currently hold. This seniority ranking language is intended to address ranking issues across classifications and stores.

Ranking Issues

The parties agree to meet within thirty days from Ratification (2009) to address and resolve any prior ranking issues (in particular Cooper's Foods #160). If the matter cannot be resolved, the outstanding issues will be referred to Vince Ready for a final and binding decision.

13.05 Notice of Bumping

Layoffs will be by seniority and classification within a store. An employee issued lay-off notice may apply their company seniority to bump a more junior employee in the same store provided they are capable of doing the work.

13.06 Multi Store Bumping

In a city area where there is more than one store employees laid off in one store may use their company seniority to bump a more junior employee in another store provided they can perform the job. Bumping into another store will only occur if the lay-off is expected to exceed two (2) weeks in duration.

13.07 Seniority Retention

Laid off employees will retain their seniority for six (6) months if they have less than one year seniority and for twelve (12) months if they have more than one year seniority.

13.08 Recall from Layoffs

Employees on lay-off will be recalled on the basis of company seniority provided they are capable of performing the available work.

Laid-off employees must keep the Employer apprised of telephone numbers and address and must report for work within two (2) days of being recalled unless the Employer agrees to extend the reporting time.

13.09 Role of Seniority

The Employer subscribes to the principal of promotions from within wherever possible. The parties agree that length of service shall be the governing factor provided capability, merit and ability are relatively equal amongst those being considered for the vacancy.

13.10 Posting of Vacancies

All job vacancies for positions in the bargaining unit will be posted for seven (7) days.

Job postings are awarded by seniority.

Jobs will be posted within the store first. If there is no successful applicant, the job will be posted in the following geographic areas:

1. Okanagan (Vernon to Westbank)
2. Cariboo (Kamloops, Merritt, Revelstoke)
3. Lower Mainland (including Hope)

New Stores

The Employer and Union will determine which geographic area a new store is placed. Fifty percent (50%) of the non-Key Personnel full-time positions in a new store shall be posted and made available to employees in the geographic area. A minimum of two (2) full-time positions will be posted.

A maximum of two (2) successful applicants per year will be permitted to move via the job posting process from the Revelstoke store to another location within the Cariboo job posting area.

The Employer will provide the Union with a report each quarter, showing part-time employees who have worked twelve (12) consecutive weeks at forty (40) hours per week.

13.11 Trial Period

The successful applicant will be on a thirty (30) shift trial period and if unsuccessful will move back into their previously held position as will all others affected by the posting.

13.12 Restriction of Availability

A part-time employee who works less than the basic workweek and restricts his or her availability shall sign a form so advising the Employer. One copy of the form is to be mailed to the Union by the Employer. Such employee shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. When reductions in hours occur, the junior employee, whether or not he or she is of restricted status, shall be reduced first. In an employee wishes to end his or her restricted status, the employee shall so advise the Employer in writing. The employee's full seniority rights shall begin from the date of the next posted schedule after he or she advises the Employer of his or her full availability. An employee shall not be entitled to fill out a form, as outlined above, more than once per twelve (12) month period as of the anniversary date of the lifting of their restriction unless otherwise mutually agreed.

Employees shall not be permitted to restrict their availability below **eight (8)** hours per week except for health reasons supported by objective medical information supplied by a doctor, or unless mutually agreed between the Employer and the employee.

13.13 Job Security

To enhance the job security of employees covered by this Agreement, employees affected by a permanent closure of their store (i.e. no replacement store is opened), shall be permitted to exercise their Company Seniority into other stores in the province. Employees will be granted their request by seniority and stores accepting these employees will only be required to absorb up to five percent (5%) of their current employee count into their store. The Employer and the Union shall meet to determine where employees will be transferred when the store is closed.

13.14 New Store, Remodel and Reline Work

If the Employer uses employees from other stores to lead work crews involved in a New Store opening, Remodel or Major Reline, there will be no negative impact on employee’s existing hours of work. Employees borrowed to lead these work crews will continue to accumulate seniority in their home store. Additional hours that become available due to a Major Remodel or Reline will be offered to employees in the store and are not subject to the weekly store scheduling parameters within the store.

13.15 Notice of Reduction to Part-Time Status

Full-time employees will be given one week’s notice in writing in the event that they are reduced to part-time status (ie. Moving to less than 40 hours worked per week).

13.16 Severance Pay

In the event there is a permanent closure of a store, causing a full-time employee to lose his or her employment, the Employer shall pay such employee severance pay at his or her regular hourly rate of pay according to the following schedule:

<u>Full-Time Consecutive Service</u>	<u>Severance Pay</u>
Up to two (2) years	One (1) week
Over two (2) years	One (1) week's pay for every year of full-time service to a maximum of twenty (20) weeks

Should a full-time employee be reduced to part-time by the Employer and later lose employment due to the circumstances set out above, then such employee shall be entitled to severance pay as set out above.

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

Employees who are laid off as the result of a store closure can elect to receive their severance pay at any time up to the expiry of their recall period.

Section 14 - Union's Recognition of Management Rights

14.01 Management Rights

The Union agrees that the management of the Employer, including the right to plan, direct and control the Store operations, the direction of the scheduling and direction of the work force and the termination of employees for proper cause, are the sole rights and functions of the Employer. During the first five hundred (500) hours of actual work, each new employee shall be on probation. The decision whether or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Sections **15 and 16** of this Agreement. Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of management, subject however, to discharge of non-probationary employees on grounds of alleged incompetence being processed under Sections **15 and 16** of this Collective Agreement. The Parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

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

Section 15 - Grievance Procedure

15.01 Purpose

This procedure is designed to have grievances dealt with as expeditiously as possible. The parties agree to make an earnest effort to resolve grievances at the earliest stages of the procedure.

15.02 Grievance Defined

A grievance is a violation or an alleged violation of this collective agreement.

15.03 Grievance Procedure

- Step 1 Must occur within 14 calendar days of the incident giving rise to the grievance. This is the informal stage between the grievor and the Department Manager. The grievor may involve the Shop Steward in this step if that is their wish. The grievor may involve the Union Staff Representative if a Shop Steward is absent or in unique situations where the grievor is uncomfortable raising the issue with a Shop Steward.
- Step 2 Failing a settlement at step 1 the grievance may be advanced to step 2 within 14 days of receiving the answer at step 1. This step is in writing and includes the grievor and the Shop Steward meeting with the Department Manager. A written answer must be rendered within 7 calendar days of the meeting. The grievor may involve the Union Staff Representative in this step if that is their wish.
- Step 3 Failing a settlement at step 2 and prior to going to arbitration the Store Manager will meet with the Union Staff Representative to make one last effort to resolve the issue.

15.04 Time Limits

Time limits outlined in the grievance procedure may be extended by mutual agreement of the parties.

Section 16 - Board of Arbitration

16.01 Power of the Arbitrator

An Arbitrator will render a binding resolution to a grievance referred to him/her but he/she shall not alter the terms and condition of the collective agreement.

16.02 Single Arbitrator

The parties agree to use a single Arbitrator who shall be either Mr. Vince Ready, Mr. Stephen Kelleher, Ms. Judy Korbin or Colin Taylor or such other Arbitrators as mutually agreed to.

16.03 Troubleshooter

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

16.04 Arbitration and Troubleshooter Hearings

The parties agree to use technology such as but not limited to video conferencing whenever possible for arbitration and troubleshooter hearings.

Section 17 - Miscellaneous

17.01 Union Decal

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

17.02 Employees Personnel File

Employees can have access to their Personnel file upon request. The review of the file will be done in the presence of a Manager.

17.03 Harassment

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.

17.04 No Discrimination

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

17.05 Picket Lines

The Employer agrees that, in the event of a legal picket line of another trade union being in existence at any of the Employer's stores within the Bargaining Unit, the Employer will in no way require or force members to report to work behind such a picket line. Nor 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.

17.06 Wearing Apparel

When an employee is required by the Employer to wear a uniform or special article of wearing apparel, such uniform or special article of wearing apparel shall be furnished by the Employer, free of cost to the employee.

Notwithstanding the above paragraph and within three (3) months after Ratification (2009), the Employer shall provide each employee with two (2) shirts each calendar year. Employees shall be responsible for laundering and pressing these shirts and shall only wear these shirts while at work. Employees who terminate their employment with the Employer shall return all of their shirts to their store. If an employee's shirt is damaged while working the Employer will provide a replacement.

On a one-time only basis, within three (3) months after Ratification (2009), all employees who had worked an average of twenty-eight (28) hours or more in the thirteen (13) weeks prior to Ratification will receive a third (3rd) shirt from the Employer.

17.07 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.

17.08 Bulletin Board

The Employer shall provide a bulletin board in each store, for the purpose of posting Union notices.

17.09 Health, Safety and Education Fund

The Employer agrees to contribute three cents (\$.03) per hour for every hour worked by Employees to the United Food and Commercial Workers, Local 1518, Health, Safety & Education Fund effective on the start of the pay period following implementation of this Agreement. Hours worked for this purpose will include hours actually worked as well as paid vacation and statutory holiday hours to a maximum of 40 hours per week.

17.10 Changes in Work Operation

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

17.11 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.

Section 18 - Health and Safety Store Committees

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

The Committee shall consist of a minimum four (4) members including a Worker Co-chair and a Worker Representative (both of whom are either elected by the bargaining unit or

appointed by the Union), an Employer Co-chair, and another representative who is mutually selected by the two Co-chairs. Additional members above the minimum shall be mutually selected by the Co-chairs.

Any unresolved issues from these meetings shall be referred to the Provincial Health & Safety Committee for resolve.

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

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

Section 19 - Time Off for Union Business

19.01 Union Conferences, Conventions, Seminars and Negotiations

The Employer agrees that employees selected to attend Union Business including Conferences, Conventions, Seminars, and Negotiations etc. will be provided with time off.

At the request of the Union, the Employer will continue to compensate the employee at their regular rate of pay during this absence. In this event, the Union will reimburse the Employer, on receipt of a detailed invoice, for the cost of the pay and benefits applicable to this period. It is understood that no more than one (1) employee per store will be absent for this purpose at the same time.

Two (2) employees will be permitted to attend the annual provincial Union Conference unless mutually agreed otherwise.

19.02 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, signing up unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

19.03 Employer Obligation

The Employer reserves the right to discipline employees for just and reasonable cause.

19.04 Shop Steward Recognition

The Employer and the Union agree that Shop Stewards play a useful role in Employer-employee relations.

It is recognized that Shop Stewards shall 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.

Two (2) Shop Stewards (three (3) in stores with over fifty (50) employees and four (4) in stores with over one hundred (100) employees) per store will be elected or appointed by the

Union. Only up to two (2) Shop Stewards are entitled to attend JLM meetings. They are recognized for the purpose of overseeing the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and Grievances to designated Management of the store.

The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice shall be present when a member of the Bargaining Unit is given a reprimand which is to be entered on the employee's personnel file or is suspended or discharged. A copy of all such formal notices of discipline shall be given to the Union through the Shop Steward.

Discipline Interview

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

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

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

19.05 Growing Our Future

Purpose

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

Guiding Principles

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

Scope

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

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

Suggested Topics FOR Discussion:

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

Topics NOT for Discussion:

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

Meeting Structure

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

Meetings shall be held in every store on the second Tuesday or Wednesday of every month.

Shop Stewards and Store Management will be scheduled to attend the meetings.

Schedule members from various departments to attend meetings on a rotating basis to increase exposure of the process to all people in the store.

Guests/Observers who volunteer to attend will be scheduled whenever possible to encourage employee participation.

Union Representatives/LR Specialists are invited to attend the meetings.

Responsibility for chairing meetings is to alternate each meeting between the Union and Management (all participants will be encouraged to take a turn as the chair).

Follow up and follow through on commitments in a timely and respectful manner.

Meeting minutes are to be taken, agreed to and signed off by a Shop Steward and Management and then submitted to UFCW 1518 and OFG Head Office by the end of the following business day.

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

Communication

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

Discussion on topics from the meeting should be followed up on in between meeting dates to ensure there is communication and follow up between the parties.

Throughout the process participants are to hold each other accountable to the Shared Values and Goals by communicating concerns in this process

Roll-Out

A representative from both OFG and UFCW 1518 will be responsible for providing support and guidance in the roll-out of this process. This will include an initial orientation to the meeting structure, and this team will continue to be a resource to any store that requires assistance (i.e. 6 months -12 months). These representatives will review the monthly meeting minutes and follow up with specific stores if there are any questions or concerns that need to be addressed.

After the initial roll-out of the Growing Our Future Meetings, further meetings will be held with Shop Stewards and Management to discuss the importance of all participants to sign off on the Values and Goals at store level.

Section 20 - Expiration and Renewal

20.01 Term and Notice to Bargain

- (a) This Agreement shall be for the period from and including **March 1, 2019** to **February 28, 2026** and from year to year thereafter, subject to the right of either Party to the Agreement, within four (4) months immediately preceding **February 28, 2026** or any subsequent anniversary date thereafter to require the other party to this Agreement, in writing, to commence bargaining to conclude a revision or renewal of this Agreement.
- (b) Should either Party give notice pursuant to (a) above, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other terms or condition of employment until the Union and the Employer have agreed to amend the terms of this Agreement.
- (c) Should the Parties fail to agree to terms to revise or renew successive collective agreements between **March 1, 2019** and **February 28, 2026**, the disputed items shall be referred to Binding Interest Arbitration as referenced in Letter of Understanding – Labour Continuity.
- (d) It is agreed that until **February 28, 2026**, only the expiry date (set out in Section **20.01** (a)) of Section **20.01** shall be amended by the Parties.

20.02 Multi Year Agreement

It is mutually agreed that the operation of Subsection 2 of Section 50 of the *Labour Relations Code* of BC is specifically excluded from this Agreement.

20.03 Replacement Stores – Ten Years Labour Peace

The Union and Employer agree that the following shall apply to all Replacement stores (including acquisitions).

1. The Parties agree that for ten years from the date of the opening of each or Replacement store the following shall apply:
 - a) The Employer agrees not to authorize or implement a lockout of the employees at any stores that meet the requirements of this provision;
 - b) The Union agrees not to authorize or implement a strike of the employees at any stores that meet the requirements of this provision; and
 - c) The Union agrees not to picket at any stores that meet the requirements of this provision.

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

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

Signed this _____ day of _____, _____.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President

FOR THE EMPLOYER
**SAVE-ON-FOODS LP MISSION
PARK URBAN FARE**



Ian Kato

SCHEDULE "A"

SCHEDULE OF WAGES

WAGES

The Employer agrees to pay all persons covered by the terms of this Agreement not less than the following schedule of wages during such time as this Agreement is in force, effective on dates as shown, and provided that an employee is receiving a wage rate.

There shall be a regular weekly payday and each employee shall be provided with a Statement of Earnings and Deductions for the pay period covered.

Employees hired prior to September 14, 2014 who were covered by the Cooper's Collective Agreement and are currently above the top rate in this collective agreement shall be red-circled in their wage rate and will receive any off-scale increases and lump sums as defined below.

Wage Scale

Employees hired after September 14, 2014 shall be placed on the Wage Scale below.

Step #	Experience Hours	2020	2021	2021	2022
		Current	SAR	1-Jun	1-Jun
1	0 - 520	\$14.70	\$15.45	\$15.70	\$15.70
2	521 - 1,040	\$14.75	\$15.50	\$15.75	\$15.75
3	1,041 - 1,560	\$14.80	\$15.55	\$15.85	\$15.85
4	1,561 - 2,080	\$14.85	\$15.60	\$15.95	\$15.95
5	2,081 - 2,600	\$14.90	\$15.65	\$16.05	\$16.05
6	2,601 - 3,120	\$14.95	\$15.70	\$16.15	\$16.15
7	3,121 - 3,640	\$15.00	\$15.75	\$16.25	\$16.25
8	3,641 - 4,160	\$15.05	\$15.80	\$16.35	\$16.35
9	4,161 - 4,680	\$15.10	\$15.85	\$16.45	\$16.45
10	4,681 - 5,200	\$15.15	\$15.90	\$16.55	\$16.55
11	5,201 - 5,720	\$15.20	\$15.95	\$16.65	\$16.65
12	5,721 - 6,240	\$15.25	\$16.00	\$16.75	\$16.75
13	6,241 - 6,760	\$15.30	\$16.05	\$16.85	\$16.85
14	6,761 - 7,280	\$15.35	\$16.10	\$16.95	\$16.95
15	7,281 - 7,800	\$15.40	\$16.15	\$17.05	\$17.05
16	7,801 - 8,320	\$15.45	\$16.20	\$17.15	\$17.15
17	8,321 - 8,840	\$15.50	\$16.25	\$17.25	\$17.25
18	8,841 - 9,360	\$15.55	\$16.30	\$17.35	\$17.35
19	9,361 - 9,880	\$15.60	\$16.35	\$17.45	\$17.45
20	9,881 - 10,400	\$15.65	\$16.40	\$17.55	\$17.55
21	10,401 - 10,920	\$15.70	\$16.45	\$17.65	\$17.65
22	10,921 - 11,440	\$15.75	\$16.50	\$17.75	\$17.75
23	11,441 - 11,960	\$15.80	\$16.55	\$17.85	\$17.85
24	11,961 - 12,480	\$15.85	\$16.60	\$17.95	\$17.95
25	12,481 - 13,000	\$15.90	\$16.65	\$18.05	\$18.05
26	13,001 - 13,520	\$15.95	\$16.75	\$18.15	\$18.15

27	13,521 – 14,040	\$16.00	\$16.95	\$18.25	\$18.25
28	14,041 – 14,560	\$16.05	\$17.25	\$18.35	\$18.35
29	14,561 – 15,080	\$16.15	\$17.55	\$18.45	\$18.45
30	15,081 – 15,600	\$16.35	\$17.85	\$18.55	\$18.55
31	15,601 – 16,120	\$16.65	\$18.15	\$18.65	\$18.65
32	16,121 – 16,640	\$16.95	\$18.45	\$18.75	\$18.75
33	16,641 – 17,160	\$17.25	\$19.00	\$19.00	\$19.00
34	17,161 - 17,680	\$17.55			
35	17,681 – 18,200	\$17.85			
36	18,201+	\$19.00			

Cook 2 employees at \$14.85 or greater shall be placed at Step 7 (\$15.75) and will progress up the scale every 520 hours worked.

Effective Sunday after Ratification 2021, employees hired on or before March 1, 2019 earning less than \$19.00 per hour at time of payment and who are still active at time of payment shall receive the following lump sum amount:

32+hours per week.....	\$300.00
24+ hours per week.....	\$200.00
8+ per week.....	\$100.00

Effective Sunday after Ratification 2021, employees at \$19.00 per hour or greater at time of payment and who are still active at time of payment shall receive the following lump sum amount:

32+hours per week.....	\$2000.00
24+ hours per week.....	\$750.00
8+ per week.....	\$400.00

On the first Sunday in April 2023, all active employees at \$19.00 or greater at time of payment (on the above dates) shall receive the following lump sum amount:

32+hours per week.....	\$750.00
24+ hours per week.....	\$400.00
8+ per week.....	\$100.00

Off-scale Increases

The following off-scale increases shall be paid to employees at \$19.00 or greater:

First Sunday in April 2022	\$0.25
First Sunday in April 2024	\$0.25

In addition to the above, Bargaining Unit Supervisors and Department Managers shall receive an additional \$0.20 per hour off-scale increase effective Sunday after ratification.

Premiums

- a) **In charge Premium:** A person, designated by the Employer to lock up, or designated to be in charge during the absence of a manager for at least one week, will receive a premium of \$1.00 per hour for each hour worked in this capacity.

- b) **First Aid Premium:** When an employee is designated by the Employer to provide first aid coverage, the Employer will pay the cost of any recognized first aid course and furthermore, for those employees who have a recognized Industrial First Aid Designation, a premium of \$0.35 in addition to their normal wages will be paid. Two employees per store will be recognized for Industrial tickets, and five employees per year for emergency first aid.

LETTER OF UNDERSTANDING #1 – LABOUR CONTINUITY

The Union and the Employer agree as follows:

1. If after collective bargaining the Union and the Employer are unable to conclude a settlement of all bargaining demands, the Parties shall each formulate their own final offer for a renewed Collective Agreement, both of which shall be referred to a final offer selection arbitration for resolution in a final and binding settlement to a sole arbitrator. The final offers shall include the items previously agreed and each party shall set out their final position on the outstanding issues.
2. The final offer selection arbitrator shall hear submissions from each of Parties and then select one of the final offers and award it as the new Collective Agreement.
3. The final offer selection arbitrator shall have the power to amend this Collective Agreement, but is subject to Section 20.01 (d), and the arbitrator's decision shall be final and binding.
4. The Parties shall make every effort to agree to an arbitrator. If agreement cannot be reached on an arbitrator, then either Party may request the BC Labour Relations Board to appoint an arbitrator.
5. Subject to what the Parties agree to at the first full reopener in 2024, there may be additional full reopeners prior to February 28, 2026.

SIGNED THIS 18th DAY OF APRIL 2009.

RENEWED AS AMENDED THIS 13th DAY OF APRIL, 2021.

LETTER OF UNDERSTANDING #2 – JOINT UNION MANAGEMENT QUARTERLY REVIEWS

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

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

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

The Employer and the Union shall first examine measures within the Collective Agreement that could be taken. If necessary, the Employer and the Union shall have the authority to make amendments to the Collective Agreement. If no agreement can be reached on

Collective Agreement amendments, the matter may be referred to final offer selection arbitration for final and binding resolution. The arbitrator shall consider similar provisions within this Agreement and the particular store(s) economic position in the local marketplace.

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

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

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

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

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

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

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

SIGNED THIS 18th DAY OF APRIL 2009.

RENEWED THIS 13th DAY OF APRIL _____, 2021.

LETTER OF UNDERSTANDING #3 – EMPLOYMENT SECURITY

The parties agree that individuals employed under another banner of the Overwaitea Food Group have no rights to positions within the Cooper's and Big Buy Foods stores. If such an employee wishes to be considered for a position with Cooper's or Big Buy Foods, they would, if hired become new employees.

If however, an Overwaitea Food Group store operating under another banner is converted to a Cooper's or Big Buy Foods store, employees retained would have their current company seniority converted to Cooper's or Big Buy Foods seniority and would be slotted into the appropriate pay grid consistent with the structure outlined in Letter of Understanding #3.

SIGNED THIS 20TH DAY OF JANUARY 1999.

LETTER OF UNDERSTANDING #4 – NEW STORES

The Employer and the Union agree that the following terms and conditions of employment shall apply to all new stores (including acquisitions) that open after March 1, 1999.

1. 25% of the available hours will be scheduled to employees in Pay Grid "A"
2. 75% of the available hours will be scheduled to employees in Pay Grid "C"
3. It is understood that once employees included in Pay Grid "C" accumulate 4,681 hours, the senior employee will be moved into Pay Grid "B". This practice will continue until 25% of the available hours are being scheduled in Pay Grid "B".

All new stores (including acquisitions) opened after Sunday after Ratification 2009 shall operate under the following terms and conditions of employment with respect to Pay Grids and Expiration and Renewal:

1. 25% of the available hours will be scheduled to employees in Pay Grid "A".
2. 75% of the available hours will be scheduled to employees in Pay Grid "C".
3. It is understood that the above percentages for Pay Grid "A" and "C" shall remain in place for a maximum period of seven (7) years from the date of opening the New Store.
4. After the seven (7) year period, employees in Pay Grid "C" shall be moved to Pay Grid "B", by seniority, until 25% of the available hours are being scheduled in Pay Grid "B".

Effective Sunday After Award (SAA) 2014 there shall be no further movement of employees to Grid B or Grid A rates of pay and no grid rebalancing.

SIGNED AS AMENDED THIS 18th DAY OF APRIL, 2009.

SIGNED AS AMENDED THIS 26th DAY OF August, 2014.

**LETTER OF UNDERSTANDING #5 – HEALTH & WELFARE, DENTAL AND
PENSION TRUST**

Each year, on the anniversary of this agreement, the parties agree to meet to discuss the possibility of providing Health & Welfare, Dental and Pension benefits to employees covered by this agreement through the appropriate United Food & Commercial Workers Local 1518 Trust.

If the decision to make this change does not occur earlier, it is agreed that it will be made by January 1, 2004 with the Employer making contributions to the Trust to provide these benefits. It is understood that this contributions will not exceed the premium costs in effect at December 31, 2003.

SIGNED THIS 20TH DAY OF JANUARY 1999.

RENEWED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #6 - NEW DEPARTMENTS

The parties recognize that the hiring of persons or movement of existing employees to staff new or changed functions may create situations where seniority rights, rate of pay and other matters need to be reviewed and resolved.

The parties have reviewed this matter in general terms during negotiations and specifically reserve the right to amend the Agreement during its life to resolve, on a mutually satisfactory basis, this matter.

SIGNED THIS 20TH DAY OF JANUARY 1999.

RENEWED THIS 26th DAY OF August, 2014.

RENEWED THIS 13th DAY OF APRIL, 2021.

LETTER OF UNDERSTANDING #7

It is not the intent of the Employer to adversely impact the employees by opening new stores that they own and operate under the Save-On-Foods or Overwaitea Foods banner.

In the event that there is impact, the Employer and the Union will meet to determine what steps can be taken to assist the affected employees including such things as the transfer of employees between banners and the implementation of the process referred to in Letter of Understanding #2.

The general principle is that, in the event that an employee moves to a store which the Employer owns and operates under the save-On-Foods or Overwaitea Foods banner, they will be covered by the collective agreement in place for that banner, subject to any terms agreed to by the Employer and the Union.

In the event that a Cooper's or Big Buy foods in converted to an Overwaitea Foods or Save-On-Foods banner, it will be covered by the collective agreement in place for that banner.

SIGNED THIS 20TH DAY OF JANUARY 1999.

RENEWED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #8

In recognition that this Agreement 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 relations to the start up Agreement which may include the amendment of existing contractual language.

SIGNED THIS 20TH DAY OF JANUARY 1999.

RENEWED THIS 26th DAY OF August, 2014.

RENEWED THIS 13th DAY OF APRIL, 2021.

LETTER OF UNDERSTANDING #9 – MANAGEMENT STRUCTURE

Exclusions per store:

- One Store Manager
- One Assistant Store Manager
- One Operations Manager¹
- One Head Chef**
- Up to five (5) Sous Chefs**
- Pharmacists as required by the Employer

Existing Sous Chefs will have two (2) options:

- 1. Transfer their status to excluded personnel**
- 2. Relinquish their role as Sous Chef and move to the next highest rate on the 2021 Wage Scale. Experience hours will be reset so the next raise will occur after 520 hours worked**

Bargaining Unit Supervisors and Department Managers as determined by the Employer in consultation with the Union with the following terms:

1. Existing incumbents to remain red-circled in their existing positions and maintain their existing terms of employment (area of responsibility, wages and benefits).
2. Shall be placed on a weekly salary averaging 40 hours per week and shall be considered management under the Employment Standards Act and thereby exempt from overtime requirements.
3. Hours worked by Supervisors or Department Managers shall not be subject to claim.
4. Supervisors and Department Managers shall be permitted to perform any duties within the store.
5. Employees promoted to these positions shall be paid a weekly salary of \$880.00

¹ Section 2.03 – Operations Managers may only be designated in new stores for a period of two years from date of store opening or acquisition or stores that average sales of \$200,000 or more in sales per week.

for Department Managers and \$960.00 for Supervisors. These salaries shall be reviewed by the Union and Employer on an annual basis.

Existing excluded managers may elect to remain excluded.

The Employer and Union shall meet on a regular basis to discuss any issues arising out of management structure and work towards a solution that aligns with the interests shared during our discussions in bargaining and that supports the business plan.

The parties recognize the need for stability and developmental positions in certain areas of the store. With that in mind, the Employer may add up to a maximum of two (2) Management Trainees unless agreed otherwise.

A Management Trainee position will be posted in-store and hours are not subject to claim.

Management Trainees shall receive a premium of one dollar (\$1.00) per hour for all hours worked.

SIGNED THIS 26th DAY OF August, 2014.

RENEWED AS AMENDED THIS 13th DAY OF APRIL, 2021.

LETTER OF UNDERSTANDING #10 – STUDENT SENIORITY

1. A Student is defined as any employee regularly attending High School, University, College, Vocational Institution or other educational institutions requiring attendance at scheduled classes. Students may be required to verify their attendance and class times.
2. Students shall be considered to have restricted their availability and shall be scheduled by seniority within their classification.
3. Employees shall inform the Employer using the “Student Status” form when:
 - (a) employees become or revert to student status; or
 - (b) it is established that they have ceased being a student and will not be resuming their studies in the next semester or school term, no exceptions.
4. All students, without exception, shall not change their status of availability more than three times per calendar year (by semester). Students are required to notify management of changes to their availability, student status or restrictions no less than one (1) week in advance of the schedules being posted.
5. It is understood that students shall not be available for certain shifts, which may limit their ability to maximize their hours. Minimum shifts for all students are four (4) consecutive hours. Students must be available for shifts when not attending classes.
6. Students may elect to work/be scheduled regular night stocking shifts in accordance with Section 6.10.

7. Students who wish to maximize their hours during their Christmas break, spring break (reading break) and summer break may temporarily lift their restriction to forty (40) hours and open availability during these time periods.

SIGNED AS AMENDED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #11 - PHARMACY ASSISTANT

Pharmacy Assistant will be added as a new classification to the collective agreement. Pharmacy Assistants will follow the seniority and scheduling principles outlined in the Collective Agreement.

Pharmacy Assistants must satisfy one of the following criteria:

- a. Possess a certificate from a recognized educational institution as determined by the Employer;
- b. Have at least 2 years fulltime equivalent dispensary experience as determined by the Employer; or
- c. Successfully pass a challenge exam administered by the Employer.

Employees hired into this classification without the above criteria shall only perform work as directed by the Pharmacist and will get scheduled hours accordingly.

The Employer agrees that hours worked by Pharmacy Interns, Pharmacy students and Floater Pharmacists shall not impact the hours of work for Pharmacy Assistants. It is understood that this agreement does not cover reductions in hours of work for Pharmacy Assistants that may result due to business fluctuations or situations where Pharmacy Assistants' hours temporarily increase due to a temporary vacancy of Pharmacists.

SIGNED THIS 18th DAY OF APRIL, 2009.

RENEWED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #12 - MOVEMENT BETWEEN BANNERS

This Agreement shall apply in each banner of the Overwaitea Food Group where this Letter of Understanding has been ratified.

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

This provision shall only be available to employees who are members of a bargaining unit.

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

SIGNED THIS 18th DAY OF APRIL, 2009.

RENEWED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #13 – VOLUNTARY SEVERANCE

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

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

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

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

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

SIGNED THIS 26th DAY OF August, 2014.

RENEWED THIS 13th DAY OF APRIL, 2021.

LETTER OF UNDERSTANDING #14 – THIRD PARTY LIABILITY

The parties agree to request the Trustees to adopt a reimbursement policy, with respect to Third Party Liabilities

SIGNED THIS 26th DAY OF August, 2014.

LETTER OF UNDERSTANDING #15 – CROSS CLASSIFICATION SCHEDULING PILOT

- a. The parties have a shared interest in providing an opportunity for employees to access more hours of work.**

- b. Shifts shall be assigned to employees by seniority on a weekly basis. No employee will lose hours as a result of cross-department scheduling.
- c. The parties acknowledge there are other factors such as but not limited to loss of sales, negative effects of competitive forces against the store, technology, or changes in work operation that may impact employee hours.
- d. The following classifications shall be merged into the main scheduling group: Cook 1, Cook 2, and Food Service Worker.
- e. Effective one (1) year after ratification 2021, the “pilot” for cross classification shall cease unless the Employer and the Union agree to continue the program.

- f. If the parties agree to continue the program, points a through d above shall be moved into the Collective Agreement.

SIGNED THIS 13th DAY OF APRIL, 2021.

LETTERS BETWEEN THE PARTIES

August 26, 2014

Frank Pozzobon
UFCW Local 1518
350 Columbia Street
New Westminster, B.C.
V3L 1A6

Dear Mr. Pozzobon,

Re: Section 10.03 - Benefit Contributions

This letter reflects the discussions of the parties at the bargaining table regarding Benefit Contributions.

The parties acknowledge that the current contribution levels are adequately funding the benefits in this section. In the event the funding levels fall into a deficit position over a six (6) month period the parties shall meet to find an acceptable resolve including any additional funding that may be required. With this commitment the parties will ensure the plan is not in a deficit position at the expiry of the current collective agreement which expires in 2019.

Sincerely, Major Brar
Managing Director, Labour Relations

March 16, 2021

**Melinda Driedger
Union Representative
UFCW 1518**

Dear Melinda,

Re: Employee Parking at 7638 Mission Park

This letter is intended to capture the discussions at the bargaining table regarding employee parking at 7638 Mission Park. During our discussions the Employer committed to having team member parking as a topic of discussion during the store's Growing Our Future Meetings, with the intent of receiving and listening to input from committee members and employee guests regarding the distribution of available parking passes.

I trust this captures the details of our discussions at the table.

Yours truly,



**Ian Kato
Director, Labour Relations**

INDEX

A

Arbitration	20
Arbitration And Troubleshooter Hearings.....	20

B

Bargaining Agency.....	2
Basic Work Week.....	3
Benefit Contributions	10
Bulletin Board	22
Bumping.....	16

C

Cash Shortages	7
Changes In Work Operation.....	22
Clerks Work Clause	3
Compassionate Leave.....	10
Consecutive Days Of Work.....	6
Contributions.....	14
Credit For Previous Experience.....	7

D

Direct Pay Prescription Card.....	11
Discipline Interview	24
Discrimination.....	21
Domestic Violence Leave	14
Double Time.....	5
Drug And Alcohol Assistance Program	11
Duty To Accommodate	22

E

Educational Leave	10
Employee.....	2
Employee's Schedule	3
Employer Obligation	23
Employment Security	34
Equal Pay For Equal Work.....	7
Evening And Sunday Shift Rotation	4
Excluded Personnel.....	2
Expiration And Renewal	26

F

First Aid Premium.....	31
Funeral And Bereavement Leave	11

G

General Holidays.....	5
General Leave	9
Grievance Defined.....	19
Grievance Procedure	19
Growing Our Future	24

H

Harassment.....	21
Health & Welfare, Dental And Pension Trust.....	35

Health And Safety Store Committees.....	22
Health And Welfare Plan.....	10
Health, Safety And Education Fund	22

I

In Charge Premium.....	31
------------------------	----

J

Job Postings	17
Job Security	18
Jury And Witness Duty Pay.....	7

L

Labour Continuity.....	32
Leaves Of Absence.....	9

M

Management Rights.....	19
Management Structure.....	37
Maternity Leave.....	See Pregnancy Leave
Meal Periods	4
Medical Reports.....	11
Military Leave	10
Movement Between Banners	40
Multi Store Bumping	16
Multi Year Agreement.....	27

N

New And Replacement Stores	27
New Departments	36
New Store, Remodel And Reline Work.....	18
New Stores.....	17
New Stores.....	34
Night Stocking.....	6
No Discrimination	21
Notice Of Reduction To Part-Time Status.....	18

P

Parental Leave	12
Paternity/ Co-Parental Leave.....	13
Pay Day	6
Pension Plan	15
Pension Plan Eligibility	14
Personal Time Off (Pto)	6
Personnel File	21
Pharmacy Assistant.....	40
Physical Examinations.....	11
Picket Lines	21
Posting Of Vacancies.....	17
Power Of The Arbitrator.....	20
Pregnancy Leave.....	12
Premiums	31
Prescription Card	11
Pyramiding Of Overtime	5

Q

Quarterly Reviews.....32

R

Ranking Issues.....16
Recall From Layoffs.....16
Reduction To Part-Time Status18
Requested Time Off (Rto).....6
Rest Periods.....4
Restriction Of Availability17
Retirement Date.....14
Role Of Seniority17

S

Schedule Of Wages29
Self Pay While On Leave11
Seniority15
Seniority Defined15
Seniority Hours15
Seniority Ranking.....16
Seniority Retention.....16
Seniority Tie-Breaker16
Severance Pay18
Shared Values.....1
Shift Interval.....5
Shop Steward Recognition23
Sick Call In Scheduling.....15
Sick Leave.....13
Single Arbitrator.....20
Single Day Vacation.....9
Staff Meetings6
Step 1, Grievance Procedure19
Step 2, Grievance Procedure19

Step 3, Grievance Procedure..... 19
Store Visits Of Union Representatives 23
Student Seniority 38
Student’s Schedule 4

T

Term And Notice To Bargain 26
Third Party Liability 41
Time And One-Half..... 4
Time Limits For Filing Grievances 20
Time Off For Union Business..... 23
Tools And Equipment..... 22
Trial Period..... 17
Troubleshooter..... 20

U

UFCW Pension Plan..... 15
Union Conferences, Conventions, Seminars And
Negotiations..... 23
Union Decal..... 21
Union Dues 2
Union Shop..... 2

V

Vacations Entitlement And Pay..... 8
Vacations Scheduling 8
Voluntary Severance..... 41

W

Wages 6
Wages 29
Wearing Apparel..... 21
Work Schedule 3