

COLLECTIVE AGREEMENT

Between

**Kootenay Markets Ltd.
(Store #1671, Elkford, BC)**

And

United Food and Commercial Workers, Local 1518

April 17, 2022 to April 17, 2027

Ratified by member vote: January 30, 2023



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MEMORANDUM OF AGREEMENT made this 16th day of December, 2022.

BY AND BETWEEN: **KOOTENAY MARKETS LTD. (STORE #1671), a body corporate carrying on business in Elkford in the Province of British Columbia**
(hereinafter referred to as the "EMPLOYER")

AND: **UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518, chartered by the United Food and Commercial Workers International Union**
(hereinafter referred to as the "UNION")

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

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

SECTION 1 – Bargaining Agency

The Employer recognizes the Union as the sole and exclusive collective Bargaining Agency for all employees in the present retail establishment operated by the Employer in Elkford with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement, except and excluding **three (3) personnel that are appointed by the Employer at its sole discretion and** employees working the Meat Department who may be under separate certification. The Employer shall notify the Union of the **Personnel** that are referred to above, and update the Union when changes are made.

SECTION 2 – Union Shop

- 2.01 The Employer agrees to retain in his employ, within the Bargaining Unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said nonmembers, whether part- or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- 2.02 The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee **their** responsibility in regard to Union membership and outlining the provisions of Section 7.05 of this Agreement, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employees' 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.

- 2.03 The Employer agrees to not employ persons who have a full-time job with another Employer. The onus of bringing violations of this subsection to the attention of the Employer shall rest upon the Union.

SECTION 3 – Deduction of Union Dues

- 3.01 The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, Union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union.

The Employer further agrees to automatically deduct Union dues from the wages of all new employees. The Union will supply an appropriate form to the Employer so 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 an official Dues Checkoff to the Employer. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed Authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues Checkoffs are to be submitted on a monthly or four (4) week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four (4) 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 employees' T-4 slip.

SECTION 4 – Clerks Work Clause

- 4.01 Subject to exclusions in Section 1 of this Agreement, all work in the handling and selling of merchandise in the retail store of the Employer shall be performed only by employees of the Employer who are in the Bargaining Unit and who are members of the United Food and Commercial Workers Union, Local 1518, with the following exceptions:
- a. Supervisor and Specialist personnel of the Employer.
 - b. Rack Jobbers.
 - c. Salespersons handling commercial bakery products, potato chips and other snack foods carried on the truck of the supplier personnel. This above exclusion is restricted to the following suppliers: McGavins, Westons, Old Dutch and Hostess. This provision does not prevent the Employer from changing suppliers, but the total number of suppliers cannot exceed four (4). The suppliers are permitted to stock their products on store shelves and other merchandising tables. It is agreed that the current practice of beverage suppliers (i.e., Coca Cola and Pepsi products) will continue, whereby on their delivery days they can unload and merchandise their respective products.

- d. Demonstrators.
- e. Special Personnel assisting prior to the store opening and during major store **remodeling**.
- f. Salespersons employed in the building of special displays.

Special promotions other than shelf or end displays may be built, designed and decorated by salespersons, provided that initial stocking and replenishing of merchandise shall be performed by employees of the Employer.

"Salespersons" for the purposes of this Section shall mean persons other than employees of the Employer.

- g. Truck Drivers as per Letter of Understanding.

Penalties for Violation of this Clause: When there is a violation of the Clerks Work Clause in any one store, the following penalties shall apply:

1. First Violation: A written warning from the Union will be given to the Employer.
2. Second violation within the twelve (12) month period following written notice as per Point #1: A two hundred dollar (\$200.00) fine.
3. Third and subsequent violations within the twelve (12) month period: A three hundred dollar (\$300.00) fine for each violation.

Where no violation occurs for a period of twelve (12) months following a written warning or from the date of the last fine, the Employer shall be entitled to another written warning from the Union.

Where the Employer has been fined, such fine is to be dispatched **into the Retail Clerks Industry Pension Plan with notification to the Union of receipt of such fine and particulars in respect to which violation the fine was paid.**

SECTION 5 – Basic Workweek - Statutory Holidays

- 5.01 The Employer reserves the right to schedule hours of store operation, employee hours of work, rest periods, meal periods and overtime work, subject to the following provisions:

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

Commencing with their fifth (5th) week of employment, full-time employees shall receive forty (40) hours pay at straight time rates and shall work four (4) days, thirty-two (32) hours, including work on the statutory holiday, in a week in which one (1) statutory holiday occurs; three (3) days, twenty-four (24) hours, including work on the statutory holiday, in a week in which two (2) statutory holidays occur. Time worked in excess of forty (40) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one half (1 1/2.)

- a) The hours in excess of thirty-two (32) hours of work shall be offered by seniority and shall be voluntary.
- b) If sufficient employees are not available, hours of work to the above maximum may be assigned by reverse seniority.
- c) Work on the statutory holiday shall be paid at the appropriate statutory holiday rates.

Full-time employees shall not suffer a reduction in the workweek by reason of the Employer voluntarily reducing the hours that the store is open to the public to less than nine (9) hours per day.

5.02 Statutory Holidays: The following days shall be considered statutory holidays: New Year's Day, **Family Day**, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments, provided that all other major retail grocery stores close on any such holiday proclaimed and, further, that in the case of a statutory holiday proclaimed by a Municipality, only those stores of the Employer in that Municipality shall be affected by the requirements of this Section.

Commencing with their fifth (5th) week of employment, employees shall receive the following statutory holiday pay:

- Average hours worked in four (4) weeks preceding week in which holiday occurs:
 - Sixteen (16) or less than twenty (20)
 - Four (4) hours pay for each holiday.
 - Twenty (20) but less than thirty-two (32)
 - Six (6) hours pay for each holiday.
 - Thirty-two (32) hours or more
 - Eight (8) hours pay for each holiday

For purposes of determining statutory holiday pay entitlement for full-time employees, all paid time off and hours absent due to sickness or accident, not exceeding thirty-nine (39) consecutive weeks calculated from the first (1st) day of such continuous illness or accident, shall be counted as hours worked if the full-time employee would have been scheduled to work such hours they were absent.

For purposes of determining statutory holiday pay entitlement for part-time employees, hours spent on paid vacation and hours paid for statutory holidays shall count as time worked. Should the "four (4) weeks preceding the week in which a holiday occurs" include time off without pay which is connected with vacation pay received at some other time of the year, then the "four (4) week test" shall not include such absence. In this case, the "four (4) weeks" shall be the last four (4) weeks excluding such absences.

All work performed on a statutory holiday shall be paid for at the rate of time and one half (1 1/2) the employee's rate of pay and, where so entitled, the employee shall also receive pay for the statutory holiday.

If an employee is eligible for pay for a statutory holiday while on Weekly Income benefits, Workers' Compensation, or Sick Leave, it is understood and agreed that the maximum

amount of pay that **they** will receive from such sources for any particular day shall not be more than one hundred percent (100%) of **their** normal daily pay.

5.03 Posting of Schedules: Work schedules will not be used for disciplinary or discriminatory purposes.

Full- and Part-Time Employees: The Employer shall ensure that there are always two (2) weeks of schedules posted, being the current week and the next week's schedule. If the Employer fails to comply with the above, the Employer shall pay a fine as outlined below to the Kootenay Market #1671 UFCW Pension Plan.

Offences within a calendar month:

1 st offence	\$ 50.00
2 nd offence	\$100.00
3 rd offence	\$150.00
4 th offence	\$200.00

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, break-down 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 agrees to schedule, subject to the operational needs of the store, consecutive days off for all full-time.

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

5.04 Students: The Employer shall ensure that there are always two (2) weeks of schedules posted, being the current week and the next week's schedule. If the Employer fails to comply with the above, the Employer shall pay a fine as outlined below to the Kootenay Market #1671 UFCW Pension Plan.

Offences within a calendar month:

1 st offence	\$ 50.00
2 nd offence	\$100.00
3 rd offence	\$150.00
4 th offence	\$200.00

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, break-down 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 **their** schedule or be given an additional two (2) hours' pay if the schedule is changed for a school day and four (4) hours' pay if the schedule is changed for a non-school day.

5.05 Split Shifts: There shall be a daily starting time for each employee. Daily hours of work for full-time employees shall be consecutive, with the exception of meal periods. Part-time employees shall not be required to work a split shift except by mutual agreement between the employee and the Employer. Such agreement shall be given by the employee in writing. When an employee has agreed to work split shifts and wishes to withdraw such agreement, twenty-four (24) hours' notice shall be given to the Employer. Agreement and withdrawal of same shall only take place once during the life of the Collective Agreement.

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

5.07 Meal Periods: Meal periods shall be one (1) hour unless a lesser time is mutually agreed upon. Employees at lunch counters may be scheduled for a one half (1/2) hour meal period. Meal periods shall be scheduled not later than the commencement of the employee's shift and normally will commence between the hours of 11:15 a.m. and 1:30 p.m. It is understood this schedule shall be inoperative under unusual circumstances.

Employees who work an eight (8) hour shift shall have a meal period to commence not earlier than three (3) hours or later than five (5) hours after commencement of the shift; however, when such employees commence their shift between 12:00 noon and 1:30 p.m., their meal period shall not be scheduled prior to 4:30 p.m. Part-time employees working over five (5) hours but less than eight (8) hours shall be entitled to a thirty (30) minute meal period.

Clerk Cashiers have the option of taking a fifteen (15) minute unpaid rest period either with or separate from an existing fifteen (15) minute paid rest period. This may be taken in lieu of the thirty (30) minute unpaid meal period. The employees will notify management of their option to ensure efficient scheduling.

5.08 Rest Periods: All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of four (4) hours but not more than six (6) hours shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or the end of a meal period. Rest periods shall not begin less than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

The Employer will schedule rest breaks for Clerk Cashiers on the checkstand so that no Clerk Cashier shall be scheduled to work more than three (3) consecutive hours. The parties recognize that rest periods may be delayed due to unexpected business fluctuations.

5.09 Time Cards and Time Clocks: The Employer shall provide each store with either a time clock or time sheet in order to enable employees to record their time for payroll purposes. Where time clocks are required the time card will be used for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods. Where time clocks are not used, time is to be recorded in ink (ballpoint pen acceptable). Where time sheets are used, a copy of the time sheet shall be forwarded weekly to the Union. Employees who fail to record all time worked in the manner required by this Subsection shall, upon complaint of the Union, be disciplined as follows:

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

Suspensions shall be implemented within forty-five (45) days of notification by the Union

unless a longer period is mutually agreed upon between the Union and the Employer or in the event that the requested suspension becomes subject to the Grievance procedure.

Any such dispute shall be subject to the Grievance and Arbitration Sections of this Agreement. Any employee terminated for the above reasons shall not be entitled to notice or pay in lieu of notice under Section 13 of this Agreement.

Management agrees to assume its full responsibility in seeing that all employees are compensated for all time worked. Management personnel who deliberately violate this provision shall be disciplined by the Employer.

- 5.10 Overtime Pay: All time worked in excess of the basic workweek, as defined in subsections 5.01 and 5.02, or the regular working day scheduled by the Employer, shall be paid at the rate of time and one half (1 /2) the regular rate. Compensating time off shall not be given in lieu of overtime pay. A part-time employee working on more than five (5) days in one (1) week shall be paid at the rate of time and one half (1 1/2) for work performed on the sixth (6th) day. Time worked after 6:30 p.m. on Christmas Eve and New Year's Eve shall be paid for at double time.

All hours worked over ten (10) in any one (1) day shall be paid at double the basic rate.

All hours worked over forty-eight (48) in any one (1) week shall be paid at double the basic rate.

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

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

- 5.11 Overtime - Rest Period - Lunch Money: If an employee is required to work more than one (1) hour but not more than two (2) hours overtime, **they** will be given a fifteen (15) minute paid rest period.

If an employee is required to work more than two (2) hours overtime **they** will be given the same fifteen (15) minute paid rest period mentioned in the above Paragraph and in addition receive a five dollar (\$5.00) meal allowance.

This provision applies to overtime in excess of an eight (8) hour day. It is understood that all overtime of less than four (4) hours shall be continuous with the end of the shift, with the exception of a meal period where one is given as defined above.

- 5.12 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.

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

- 5.14 Work Loads: If an employee believes the amount of work **they are** required to perform is excessive over what is required from the rest of the staff and it will result in an occupational accident or occupational injury to him, the question shall be referred to Section 17 of this Agreement.
- 5.15 Night Stocking: Where two (2) or more employees are working on a night shift in a store where regular or systematic night stocking is in effect and there is not a premium rate Clerk or Management personnel in charge, the person in charge shall not be compensated at less than the Lead Hand rate which shall be one dollar (\$1.00) per hour over the employee's regular rate.

The following rules shall apply to night stocking:

1. Night stocking shifts shall commence at 12:01 a.m. five (5) nights per week except as hereinafter provided.
2. As an alternative to Point #1 above, one (1) 12:01 a.m. shift may be worked on any night of the week with the remaining shifts falling within the time outlined in Point #3.
3. Shifts not commencing at 12:01 a.m. shall start on or after 5:00 a.m. and shall end before 12:00 midnight.
4. An employee's shift during one (1) week shall fall within the same eighteen (18) hour span.
5. Employees regularly assigned to stocking shifts while the store is closed for business shall be rotated to a shift every two (2) months which does not involve regular night stocking unless otherwise mutually agreed in writing between the employee and the Employer (a copy to be sent to the Union.) If this is not practically possible in certain stores, the Employer and the Union Representative will discuss alternatives that may provide a fair rotation system.
6. The Employer agrees to schedule Stocking Crews consecutive days of work wherever possible, subject to the operational needs of the store. Where it can be demonstrated that the scheduling of consecutive days of work can be scheduled, the Union and the Employer shall meet and determine a method of solution.

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

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

- 5.16 When days off are scheduled for employees the Employer will endeavor to schedule those days to be consecutive at least two (2) times per month and will be required to do the same once per month.

SECTION 6 – Classification of Employees

- 6.01 General Clerks: To perform any duties assigned in the store, except as provided herein 6.01.

Shall not be reduced in classification when assigned to duties listed under other categories.

The Employer agrees not to assign General Clerks to perform checkstand duties but both parties recognize that General Clerks may be required to perform these functions in the following circumstances:

- For relief for meal or rest periods.
- Unscheduled absences of staff.
- Due to business emergencies.
- Unexpected increases in customer business. This exception cannot be justified where it is used on a regular basis.

The Employer agrees not to make changes in the assignment of General Clerk duties that will have a significant negative effect on the number of hours worked by Clerk Cashiers. If the Union feels that changes have taken place contrary to the above, the Union and the Employer shall meet to discuss the problem.

If the parties cannot agree to a solution to the problem, either party may refer the matter under Section 112 of the *Labour Relations Code*.

6.02 Clerk Cashiers: Duties restricted to:

1. Checkstand duties.
2. Price changes.
3. Office work.
4. Stocking in the checkstand area.
5. Cleaning and housekeeping duties relating to checkstand, snack bar or Bakery counter.
6. Snack bar duties.
7. Bakery counter duties when a bakery clerk is not scheduled or during relief periods.
8. Bulk foods (but not to include stocking).
9. Complete bottle refunds, sorting of bottles and taking empty bottles to the back of store where applicable.

If Clerk Cashiers have time available due to lack of business to keep them productive with Clerk Cashier duties, they may assist in facing the grocery shelves as well as stocking until they are required to return to their regular duties. This provision shall not be used to intentionally take hours away from General Clerks.

6.03 Bakery Clerks: to perform all duties assigned in the bakery department.

6.04 General Merchandise Clerk: to perform all duties assigned in the handling of general merchandise in the store.

SECTION 7 – Wages

7.01 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 if an employee is receiving a wage rate or premium rate for night work which is in excess of the rates herein contained, such wage rates or premium rate for night work shall not be reduced by reason of the signing of this Agreement.

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

Upon request, an employee will be given an itemized explanation by the Store Management of the amount(s) shown in the "Premium Pay" and "Flat Adjustment" boxes of the Statement of Earnings and Deductions.

OFF-SCALE RATES

All employees will be paid according to the new wage scale. This may result in an employee receiving an off-scale rate. The employee shall remain at the off-scale rate until his/her experience qualifies him/her for the next higher rate of his/her classification.

All employees who are at the top rate scale or above, prior to June 1, 2023, and the minimum wage increase from June 1, 2022 to June 1, 2023 is less than \$0.50 per hour, shall receive the difference of \$0.50 per hour less the amount the minimum wage increased from June 1, 2022 to June 1, 2023. This concept shall be represented for the following years.

June 1, 2023 – June 1, 2024

June 1, 2024 – June 1, 2025

June 1, 2025 – June 1, 2026

WAGE SCHEDULE

When there is no **excluded personnel** on duty as outlined in Section 1, for one (1) week or longer, then the Employer will appoint a person in charge and that person shall receive a premium of \$40.00 per week over and above their regular established rate, for each full week the **excluded personnel** is not on duty.

General Clerks, Clerk Cashiers, Bakery Clerks, General Merchandise Clerks

EMPLOYEES

Accumulated Hours	Minimum Wage +	June 1, 2022 Minimum Wage
0-520	0.00	15.65
521-1040	0.25	15.90
1041-2080	0.50	16.15
2081-3120	0.75	16.40
3121-4160	1.00	16.65
4161-5200	1.25	16.90
5201-6240	1.50	17.15
6241-7280	1.75	17.40
7281-8320	2.00	17.65
8321+	2.25	17.90

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

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

7.03 Credit for Previous Experience: All employees shall be classified according to previous comparable supermarket experience. Previous comparable experience shall be granted on the following basis:

1. Out of the industry for less than one (1) year will receive credit for fifty (50) percent of their previous experience to a maximum credit of **2080 hours** credit for previous experience.
2. Out of the industry for more than one (1) year will receive credit for fifty (50) percent of their previous experience up to a maximum of **1040 hours** credit for previous experience.

No previous experience will be considered unless it has been stated by the employee on his or her Application for Employment form. (This provision shall not apply where the employees fail to indicate their previous comparable experience by agreement with Management.) New employees having previous comparable experience may be paid at a lower scale of wage than their claimed experience calls for, but not less than the minimum rate established by this Agreement for an evaluation period not to exceed **250 hours** providing that, if the employee's services are retained, then after the **250 hours** period they shall receive any difference between the evaluation rate paid and the rate for which their experience qualifies them retroactive to the date their employment started, and shall receive written notification showing the credit granted for previous experience. It shall be optional for the Employer to grant credit to those employees who are claiming previous experience if such employees have been out of the industry five (5) years or more.

In the event of any disagreement as to the credit granted for previous experience, such disagreement shall be considered a Grievance and the Grievance Procedure provided in this Agreement shall apply. Providing that the Employer has:

1. Provided the employee with the "New Employee" letter provided for in subsection 2.02 of this Agreement not later than two (2) weeks from the date of employment, and
2. Provided the employee with the written notification showing credit granted for previous experience within the **250 hour** period required by this Section, and
3. Provided the Union with a copy of the letter showing credit granted for previous experience within the same period, then no consideration will be given to any disagreement pertaining to credit for previous experience if presented later than sixty (60) days from the date of employment.

7.04 Jury Duty Pay: An employee summoned to Jury Duty or Witness Duty, where subpoenaed in a court of law, shall be paid wages amounting to the difference paid them for Jury or Witness service and the amount they would have earned had they worked on such days. Employees on Jury or Witness Duty shall furnish the Employer with such Statements of Earnings as the courts may supply.

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

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

7.06 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.

7.07 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.

- 7.08 Cash Shortages: No employee may be required to make up cash register shortages unless **they are** 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 employees' 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 **they have** exclusive access to **their** cash.

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

SECTION 8 – Vacations with Pay - Leaves of Absence

- 8.01 A "year of service" for purposes of paid vacation shall mean one thousand seven hundred (1,700) hours of actual work with the Employer within a calendar year, provided, however, that all time absent on paid vacation and paid statutory holidays, and time lost due to sickness or accident not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident, shall be considered as time worked.

(Note: An employee absent due to sickness or accident in excess of thirty-nine (39) consecutive weeks shall earn "time" only as it relates to subsection 8.05.)

Full-time employees who wish to receive their vacation pay in advance of the normal time must notify the Employer, in writing, by Saturday of the week prior to the week in which the vacation pay is desired.

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

- 8.02 Two (2) weeks of an employee's paid vacation shall be consecutive and given during the regular vacation period - April 1st to September 30th. However, employees entitled to five (5) or more weeks of vacation may take three (3) consecutive weeks of vacation during the regular vacation period except during the prime time of July and August unless otherwise mutually agreed.

Employees entitled to four (4) or more weeks paid vacation shall receive a minimum of two

(2) of their additional weeks consecutively unless otherwise mutually agreed.

Vacations must be taken in units of not less than one (1) week.

Once initial vacations have been selected during the regular vacation period (April 1st to September 30th) subject to the operational needs of the store, any weeks in which no employee has chosen any vacations will be available for selection by seniority.

Vacations in excess of two (2) weeks are to be scheduled between October 1st and April 1st and at a time requested by the employee, provided three (3) months prior notice has been given by the employee. If more than two (2) employees from the same store request vacations for the same time, seniority shall govern. These vacations may be scheduled between April 1st and September 30th by mutual agreement. The foregoing shall not apply to the month of December except where vacations are arranged by mutual agreement.

Employees must take vacation to which they are entitled and cannot receive pay in lieu of vacation except as hereinafter provided.

- 8.03 Where an employee has worked throughout a calendar year for the same Employer, but for less than one thousand seven hundred (1,700) hours of that calendar year so that **they have** not earned an annual holiday, and where **their** employment with the Employer has not terminated, the Employer shall, in lieu of an annual holiday, pay to the employee, notwithstanding that **they** had not earned an annual holiday, an amount equal to four (4) percent of the employee's total wages and salary earned from that Employer during the calendar year.

The pay to which an employee is entitled pursuant to this Subsection shall be paid to the employee:

1. **No** later than February 15th covering the period ending December 31st of the previous year,
2. **An employee, other than a student, upon advising the Employer will be allowed to bank their vacation pay and take it when they take their vacation.**

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

- 8.05 The following vacation schedule shall apply:

- Employees with one (1) "year of service" but less than three (3) consecutive "years of service" shall receive two (2) weeks' vacation with pay annually.
- Employees with three (3) or more consecutive "years of service" shall receive three (3) weeks' vacation with pay annually.
- Employees with eight (8) or more consecutive "years of service" shall receive four (4) weeks' vacation with pay annually.

- Employees with thirteen (13) or more consecutive "years of service" shall receive five (5) weeks' vacation with pay annually.

Vacation pay for vacation provided in subsection 8.05 of this Section shall be computed on the basis of forty (40) hours pay or two (2) percent of the employee's earnings for the employee's calendar year prior to leaving on vacation, whichever is the highest, for each week of paid vacation to which the employee is entitled. Employees must take vacation to which they are entitled and cannot receive pay in lieu of vacation, except as hereinafter provided.

- 8.06 **Effective Sunday after ratification** employees who work **less than 1700** hours in a calendar year **and have been employed for more than 8 years** but who do not otherwise qualify for three (3) weeks' vacation with pay shall be entitled each year in which they qualify to six (6) percent of their current year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof.

Effective Sunday after ratification employees who work **less than 1700** hours in a calendar year **and have been employed for more than 13 years** but who do not otherwise qualify for four (4) weeks' vacation with pay, shall be entitled each year in which they qualify to eight (8) percent of their current year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof. Paid statutory holidays and vacations are considered as time worked.

- 8.07 Employees whose employment is terminated or if they terminate and give two (2) weeks' notice in writing to the Employer shall receive all earned vacation pay, or applicable percentage of earnings, whichever is higher, less any paid vacation taken plus the applicable percentage of earning for any period since the employee's last anniversary date and date of termination.

Earned vacation pay shall mean vacation earned in accordance with subsections 8.01 and 8.05 of this Section prior to the employee's last anniversary date.

Employees terminating their employment without the above notice shall receive no more than four (4) percent of earning for vacations earned plus four (4) percent of earnings for any period since the employee's last anniversary date and date of termination.

- 8.08 Part-time employees who have worked less than one thousand seven hundred (1,700) hours in the previous year but who have worked an average of twenty-four (24) or more hours per week shall be entitled to two (2) weeks vacation without pay. Time spent on such vacation shall be counted as time worked for purposes of qualifying for benefits under Section 9.
- 8.09 Any employee commencing employment between October 1st and December 31st shall be entitled to receive five (5) days' leave of absence the following year during the vacation period.
- 8.10 Vacation Scheduling: The vacation selection process shall commence on November 1st of each year. Employees shall submit their requests for vacation time off on or before February 28th of each year. The month of March shall be used to resolve all vacation selection

overlaps and deal with any issues relating to the operational needs of the store. The vacation selection process shall be completed by April 1st of each year and the final approved vacation schedule shall be posted at that time.

Vacation schedules, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer. Seniority shall apply in preference for vacations within a store. In cases where transfers of personnel into a store make the foregoing inoperable, the fairest alternate procedure shall be adopted.

Upon request, wherever possible, the Employer will schedule employees the first day of the week after vacation as a day off. Furthermore, the employee's starting time for the first shift upon returning from paid vacation shall be written on the schedule prior to leaving on vacation.

8.11 Vacation Maintenance:

1. Vacation entitlement is to be maintained for full-time or part-time employees whose hours are reduced, either by themselves or the Employer. Such entitlement shall be to a maximum of ten (10) percent. Time off entitlement will be in accordance with the percentage entitlement.
2. Maternity Leave shall count for vacation purposes. Leaves of Absence for Union business relating to conventions and in the case of work in the Union Office shall count for the purposes of vacations for a period of twelve (12) months.

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

8.13 Educational Leave: Employees with four (4) years or more of continuous service with the Employer shall be entitled to an Educational Leave of Absence for up to one (1) year without gain or loss of seniority as of the time the employee leaves.

The following terms and conditions shall apply to such Leaves:

1. One (1) employee per store at any one (1) time shall be eligible for Educational Leave. In stores with more than forty (40) employees, two (2) people per store will be entitled to Educational Leave.
2. Written application for the Leave shall be coordinated through the Human Resources Department. Notification of the person going on Leave shall be provided to the store, Union, and employee involved.
3. Seniority shall be the determining factor in scheduling the Leave.
4. Such Leave will be granted on a one (1) time only basis per employee.
5. The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case.
6. While on Leave, the employee shall not take employment with any competitor in the food business. (Violation of this provision may result in termination.)

7. It is understood a person on Leave could be offered minimal part-time work with the Employer, without seniority or rights to such work, for the duration of the Leave.
8. The period of time off will not count towards time worked for vacation entitlement.
9. One (1) month's notice of return to work must be given to the Employer unless a return date has been established prior to leaving.
10. During the period of such Leave, the employee will be allowed to self-pay their pre-leave benefit status for M.S.P., E.H.B., H.E.P., and Life Insurance in advance by quarterly installments.

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

8.14 Take-A-Break Leave (T.A.B.): Employees are entitled to apply for a Take-A-Break Leave of Absence up to a maximum of three (3) calendar weeks per year subject to the following conditions:

- a) Leaves of Absence cannot be taken during the weeks of June, July, August and December and cannot be taken during the week of Easter.
- b) Application for such Leaves must be in writing and are subject to the approval of the Store Manager and Employee Relations Manager. Every effort should be made to provide as much notice as possible.
- c) Requests for Take-A-Break Leave of Absence will be granted to all employees provided there is another employee available in the store who is capable of doing the work required.
- d) The Employer shall maintain Health and Welfare coverage for full-time employees during Take-A-Break up to a maximum of three (3) weeks per calendar year.

8.15 Personal Time Off (P.T.O.): Employees may request P.T.O. in the event of a medical appointment.

SECTION 9 – Health and Welfare Plan

9.01 The Employer shall make available the following or similar benefits as mutually agreed between the Employer and the Union to eligible regular full-time employees (as defined below).

The cost of the benefits under Subsections 9.06, 9.07, 9.08, 9.09, 9.10, 9.11 and 9.12 below shall be paid one hundred (100) percent by the Employer.

An eligible full-time employee shall be one who has three (3) consecutive months' current employment at the effective date of the Plan.

Benefits for full-time employees who are laid off will be maintained by the Employer for one half (1/2) of the employee's recall period as specified in Section 14.03 on the following basis:

- B.C. Medical Services Plan (M.S.P.)
- Group Life Insurance

- Hearing aid, eyeglasses and prescription drug coverage.

A regular full-time employee who does not have three (3) months' current consecutive full-time service at the effective date of the Plan, or a new employee, shall be eligible the day following the date their current consecutive full-time service reaches three (3) months.

- 9.02 A regular full-time employee reduced to part-time shall continue to be eligible to participate in the Plan. Full-time employees reducing to below thirty-two (32) hours per week shall receive proportionate Weekly Indemnity benefits.

Employees shall return completed Enrollment forms as soon as possible. The Employer will only offer benefits after first eligibility test is met. If refused at that time by the employee, further testing is not required. If an employee later wants coverage, it is his or her responsibility to make application to the Employer. If **they are** eligible for coverage, the same rules regarding late enrollment as apply to full-time staff may be imposed.

- 9.03 The Employer shall also make available the benefits to employees (except Students) who work an average of thirty-two (32) hours per week for a period of three (3) consecutive months. Such employees shall receive the same benefits as set out for full-time employees in this Section of the Agreement. The employee must fail to meet the above hour requirement for a period of three (3) consecutive months from the time **they** first fail to meet it before they are disqualified.

- 9.04 New employees who are covered by the B.C. Medical Services Plan at the date of their employment can elect to maintain their continuity of coverage to be paid as defined above.

- 9.05 Enrollment of Group Benefits shall be compulsory at the option of the Employer. The Employer, at his option, may require all Enrollment Cards to be signed within three (3) months from the date that regular full-time employment commenced.

If, under exceptional circumstances, an employee does not sign an Enrollment Card within three (3) months of employment, **they** may be allowed a further month of grace at the option of the Employer. A period of grace longer than one (1) month may be allowed by the Employer, but in such cases a medical examination at the employee's own expense shall be compulsory and a three (3) month penalty period may be imposed.

- 9.06 Medical Benefits: The B.C. Medical Services Plan. In addition, the M.S.A. Extended Health Plan or its equivalent on the basis of a twenty-five dollar (\$25.00) maximum of eligible medical expenses to be paid by the employee. It is understood that Extended Health Benefits shall be made available to employees who are covered under their spouse's B.C. Medical Services Plan or similar coverage, provided the employee is otherwise eligible.

Dependent coverage shall be available under the Medical Plan. A dependent shall be as defined under the B.C. Medical Services Plan or as may be mutually agreed. Employees may elect to have their spouse and children covered by the B.C. Medical Services Plan unless the spouse is covered separately.

- 9.07 Eyeglass, Drug and Hearing Aid Plan: A Plan will be established providing the following benefits to full-time employees and employees (except Students) who work an average of thirty-two (32) hours per week for a period of three (3) consecutive months (as set out in this Section): (Amendments effective one (1) month after ratification.)

1. Prepaid Drug Plan with no deductible.

2. Eyeglasses, lenses and frames, to a maximum of three hundred dollars (\$300.00) per person every two (2) years. Maximum for dependents under age nineteen (19) shall be three hundred dollars (\$300.00) each year.
3. Hearing aids to a maximum of five hundred dollars (\$500.00) per person once every five (5) years.
4. It is understood all employees' dependents shall be covered by the above Welfare Plan. Eligible dependents shall be wife, husband, and a covered employee's unmarried children under the age of nineteen (19), or under the age of twenty-five (25) while attending an educational institution provided such person is still dependent on the employee.

9.08 Weekly Indemnity Benefits: Weekly Indemnity benefits shall be paid commencing on:

1. The first (1st) day of hospitalization due to non-occupational accident or sickness, or
2. The fourth (4th) day of absence due to sickness or non-occupational accident with a twenty-six (26) week benefit period.

A "day of absence" shall mean absence from a scheduled workday for the employee concerned.

Weekly Indemnity payments shall be in the amount of sixty-five percent (65%) of straight time rates of pay up to a maximum of the E.I. level. The weekly benefit for part-time employees shall be the average of earnings during the thirteen (13) weeks immediately proceeding the date of accident or illness up to a maximum of the E.I level.

The payment of the Weekly Indemnity benefit shall be based on a five (5) day per week basis for employees regularly working the basic workweek. Eligible part-time employees' Weekly Indemnity benefits shall be based on a seven (7) day per week basis. For example, a part-time employee shall receive one seventh (1/7) of the weekly income rates for each day that **they are** entitled to benefits. Once on benefits, a part-time employee will receive such payments for each day of the week, including Sundays, statutory holidays, and regularly scheduled days off.

Upon recuperation from an accident or illness, an employee will give the Employer as much notice as possible of his intention to return to work.

If an employee cannot work due to illness and his Weekly Indemnity is about to lapse, **they** shall have the right to continued coverage for life insurance by paying the full premium.

Where an employee submits a claim to the Workers' Compensation Board which would, were it not for the existence of Workers' Compensation, entitle the employee to Weekly Indemnity benefits under this Section and such claim is disputed or delayed by the Workers' Compensation Board, the employee may submit a claim for Weekly Indemnity benefits. If the Workers' Compensation Board later accepts responsibility for the payment of such disputed or delayed claim, then Weekly Indemnity benefits received are to be reimbursed to the Employer upon receipt of payment from the Workers' Compensation Board.

9.09 Third Party Liability: Effective Sunday after ratification, should an employee receive Weekly Indemnity benefits as the result of an accident and **they** subsequently receive a wage loss settlement from I.C.B.C. covering the same period, the amount by which Weekly Indemnity benefits and Sick Leave benefits cause the total replacement income to exceed the employee's regular earnings shall be reimbursed to the Company.

Any banked sick days which may have been used shall be returned to the employee's banked sick days' accumulation."

- 9.10 Long-Term Disability Plan: The Employer has agreed to establish an L.T.D. Plan effective April 1, 1980, for full-time employees and employees (except Students) who work an average of thirty-two (32) hours per week for three (3) consecutive months (as set out in this Section).

Pension credits shall apply for all time while receiving this benefit.

The Long Term Disability Plan shall be based on fifty percent (50%) of an employee's salary and will commence when Workers' Compensation or Weekly Indemnity is exhausted.

Benefits are payable monthly in arrears from the date the benefit period commences to age sixty (60), the employee's retirement date, at which time **they** can retire on pension without actuarial reduction under the applicable pension plan, recovery or death, whichever first occurs, for both accident and sickness."

- 9.11 Group Life Insurance: Group Life Insurance shall be a minimum of twenty-five thousand dollars (\$25,000.00).

- 9.12 Conversion Privilege - Life Insurance: If an employee's coverage ceases because his or her employment or membership within the eligible classes ends, the employee may convert the insurance to some form of individual life policy offered by the insurance carrier without having to pass a physical examination.

If an employee qualifies for the Retiree Death benefit, the amount of it will be deducted from the amount of life insurance **they are** otherwise entitled to convert.

An employee will have thirty-one (31) days to make application for conversion and to pay the required premium following termination of insurance. However, if you are given written notice of your right to convert, the employee has no more than thirty-one (31) days from the date of termination of insurance, or until twenty-five (25) days after the employee is given notice, whichever is the later date.

If an employee should die within the thirty-one (31) day period after the coverage ends, the amount of insurance will be paid to the beneficiary. If the life insurance is payable under the group policy, payment will not be made under the converted policy; and the premiums paid for the converted policy will be refunded.

SECTION 10 – Sick Leave Benefits - Funeral Leave - Maternity Leave

- 10.01 Sick Leave Benefits: Regular full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment, up to a maximum of three hundred seventy-six (376) hours. Credits shall commence to accumulate from date of full-time employment but can only be applied after completion of a three (3) month full-time employment eligibility period.

All paid time off such as statutory holidays, vacations, sickness or accident not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident, etc., will be counted for the purposes of determining a full month of employment.

Part-time employees who work an average of thirty-six (36) hours per week for thirteen (13)

consecutive weeks will accumulate credits at the rate of four (4) hours for each full month of employment, including any absence from work for which compensation is received under the terms of the Collective Agreement, up to a maximum of three hundred seventy-six (376) hours.

It is agreed that accumulated Sick Leave information will be made available to employees on a monthly basis. The procedures to be used will be discussed with each Employer individually.

If an employee fails to meet the above hour requirement for a period of thirteen (13) consecutive weeks from the time **they** first fail to meet it, such an employee shall be disqualified. However, such disqualified employees shall retain their "bank" of accumulated Sick Leave credits and may use such credits until the credits are exhausted. Sick pay in such cases shall be applied only to absences on the employee's regularly scheduled workdays.

The Employer shall apply any accumulated Sick Leave to absences due to sickness or non-compensable accident not covered by Insured Weekly Indemnity benefits (or similar benefits) and shall supplement Weekly Indemnity benefits (or similar benefits), at the employee's request in writing, but not to exceed the employee's normal earnings.

An employee, having accumulated Sick Leave benefits and who is reduced to less than thirty-six (36) hours per week, will be paid Sick Leave to the extent of such accumulation for actual time off the job, due to illness, not covered by Weekly Indemnity.

Employees, if found abusing this privilege, shall be disciplined by the Employer. In such cases, the Employer may discontinue or reduce the benefit of the employee or terminate the employee.

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

The employee shall make every effort to notify the Employer of the absence as well as advising the Employer as to the estimated length of the absence and give notice of when they are able to return to work.

- 10.02 Sick Leave Payout: Employees who retire on pension or who voluntarily terminate their employment with the Employer, or who are permanently laid off from their employment with the Employer, shall upon termination or retirement be paid any Sick Leave accumulation they may have to their credit. Employees who are terminated for just cause will not be entitled to the payout of any Sick Leave accumulation. Employees hired after December 15, 1993 will not be paid out unused sick leave hours upon termination of employment for reasons other than retirement, pension or disability.

Employees hired prior to December 15, 1993 who have a Sick Leave credit balance in excess of twelve (12) days (ninety-six (96) hours), as of December 31, 1983, and on each December 31st thereafter shall receive a cash payout to a maximum of six (6) unused Sick Leave days (forty-eight (48) hours), provided no employee's Sick Leave bank shall fall below twelve (12) days (ninety-six (96) hours), as a result of a cash payout. Eligible employees shall receive a cash payout prior to January 31st of each year.

- 10.03 Return to Work After Illness: After absence due to illness or injury, the employee must be returned to his or her job when capable of performing his or her duties.
- 10.04 Workers' Compensation Supplement: Where a regular full-time employee is qualified for

Workers' Compensation, the Employer shall make up the difference between the employee's regular straight time earnings at his regular hourly rate of pay and what **they** receive from the Workers' Compensation Board for the first three (3) scheduled working days of absence from the job. This is to be taken out of the Sick Leave credits of the employee if such credits exist. Otherwise, the Employer shall pay this amount. Thereafter, the Employer shall make up the difference between seventy-five (75) percent of the employee's straight time earnings based on his regular hourly rate of pay and what **they** receive from the Workers' Compensation Board for a period of up to thirteen (13) weeks from the first (1st) day of absence due to injury on the job.

Part-time employees shall be entitled to use their Sick Leave accumulation for make up to one hundred (100) percent for the first three (3) scheduled working days of absence.

In the event the Workers' Compensation Board challenges initial coverage or, after going on Workers' Compensation Board benefits the Workers' Compensation Board terminates such benefits because the Board has decided that the employee's disability is not longer related to the compensable injury, the Employer will pay the Workers' Compensation Board portion and an amount equal to the difference between seventy-five (75) percent of the employee's straight time earnings and the Workers' Compensation Board portion for a period up to thirteen (13) weeks as an advance until the matter is decided. If the claim is later allowed by the Workers' Compensation Board, the Employer will be refunded that portion of the advance paid by the Workers' Compensation Board either directly from the Board or, if not possible, from the employee. At the Employer's option, the employee will pursue the appeals procedure under the Workers' Compensation Board.

- 10.05 Funeral Leave: In the event of death in the immediate family of an employee, the employee will be granted Leave of Absence with pay. The length of such absence shall be at the discretion of the Employer. The term "immediate family" shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild or any relative living in the household of the employee.

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

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

- 10.06 Maternity Leave: An employee who is pregnant shall be given Leave of Absence without loss of seniority or other privileges for eleven (11) weeks prior to the delivery until six (6) weeks after delivery. The employee may choose to delay the commencement of her Maternity Leave provided **they are** medically fit to perform the full range of duties of her position. This will not affect the employee's entitlement to eighteen (18) weeks of Maternity Leave. Benefit coverage of this period shall be according to the Employment Standards Act (eighteen (18) weeks).

An employee may request a further additional Leave of Absence for a specified period of time not to exceed thirty-four (34) weeks. All such requests must be submitted in writing at least two (2) weeks prior to their return to work date. The request must specify the length of the extension and the revised date the employee will be available to return to work. The length of the extension can be modified by mutual consent. Employees will not accrue any benefits (except as specified for the eighteen (18) weeks under the Employment Standards

Act) while they are on an extension of Maternity Leave.

In addition to the Maternity Leave set out above, such Leave prior to delivery may be extended by the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work.

By request, in writing, Maternity Leave of up to six (6) weeks will be granted on the adoption of preschool children. This may be extended by mutual agreement for an additional Leave of Absence not to exceed twelve (12) weeks.

Prior to the commencement of any Leave of Absence (extension), the employee will be allowed to self-pay their pre-leave benefit status for M.S.P., E.H.B., H.E.P., and Life Insurance.

- 10.07 Paternity Leave: An employee about to become a father, or upon the adoption of a preschool age child or children, shall be entitled to an unpaid Leave of Absence of up to three (3) days at the time of birth or adoption.
- 10.08 Parental Leave: An employee is entitled to a maximum of twelve (12) weeks unpaid Parental Leave at the employee's request. For the natural father and mother, this leave is to be taken within the fifty-two (52) week period after the birth of the child. For the adoptive mother or father, this leave is to be taken within the fifty-two (52) week period after the child comes into your actual custody.

If the newborn or adopted child suffers from a physical, psychological or emotional condition and will be at least six (6) months of age before coming into your actual care and custody, you are entitled to an additional period of parental leave of up to five (5) weeks. Your doctor or the agency that placed the child must certify that an additional period of parental leave is required.

The conditions in 10.06 - Maternity Leave, in the Collective Bargaining Agreement, and those other conditions in Employment Standards Act, under Parental Leave, shall also apply to the Parental Leave.

- 10.09 **Leaves under the *Employment Standards Act of BC*: The parties recognize that all applicable leaves under the *Employment Standards Act (ESA)* shall be granted to employees who qualify, including those ESA leaves that are not included in this collective agreement.**

- 10.10 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 twenty dollars (\$20.00).

- 10.11 Maintenance of Benefits: The Employer agrees to maintain the full cost of Health and Welfare premiums when an employee is absent on Weekly Indemnity or Workers' Compensation claims or on Sick Leave to a maximum of six (6) months. The employee shall reimburse the Employer for the employee portion of such payments upon his return to work, or if unable to return to work, within such reasonable time as agreed between the Employer and the employee.

The Employer agrees to maintain the cost of the following Health and Welfare premiums only for those employees on long-term disability, as follows:

- B.C. Medical Services Plan (M.S.P.))
- Group Life Insurance) For duration of L.T.D.
- Extended Health Plan covering eyeglasses,)
- drugs and hearing aid benefits)

SECTION 11 – Retail Clerks Dental Plan

11.01 The Employer agrees with the Union, along with other employers who have similar agreements with the Union, to establish a Retail Clerks Dental Plan, such Plan to be an incentive Plan unless this later proves inoperable. This Plan will cover members of the Union employed by those Employers, and the dependents of such members, in accordance with the eligibility provisions adopted by the Trustees. The Plan may also cover such other persons in the industry and their dependents on whose behalf contributions have been made and who are approved by the Trustees.

There shall be a Board of Trustees made up of three (3) persons appointed by the Employers who are signatory to the Agreement and three (3) persons appointed by the Union. The Trustees shall appoint a Chairman and, if the Trustees are unable to agree on the selection of a Chairman, they shall request the Supreme Court of British Columbia to appoint such person from among their number.

The Trustees shall select a Trust Company, or such other financial institution, to whom contributions by the Employer to the Plan shall be paid pending the establishing of the Retail Clerks Dental Plan by the Trustees.

The Employer agrees to make contributions to the fund **as defined by the plan** for each straight time hour of actual work by all employees within the Bargaining Unit of this Collective Agreement. If it is determined by Actuarial advice that different contributions are required to maintain benefits under the Plan, then the contributions shall be changed in amounts and on dates determined by such Actuarial advice.

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

Contributions, along with a list of employees for whom they have been made and the amount of the weekly contribution for each employee shall be forwarded by the Employer to the Trust Company or a financial institution, and subsequently to the Retail Clerks Dental Plan as established, and shall do so not later than twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated herein.

The Trustees shall meet and shall decide on the type and form of the Retail Clerks Dental Plan and shall employ counsel or consultants as they may deem necessary and advisable.

It is agreed that, in the event the Government of Canada or the Province of British Columbia provide a noncontributory dental care plan with similar benefits, the Employer's obligations to continue contributions to the Retail Clerks Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Retail Clerks Dental Plan and the Employer's contribution in respect to the cost of these benefits shall cease.

SECTION 12 – Retail Clerks Industry Pension Plan

12.01 **The** Employer contribution rate for all employees is seven and one-half percent (7.5%).

Paid vacation for full-time employees and statutory holidays for all employees shall be considered as time worked for all purposes of the Collective Agreement.

The contributions shall be accompanied by a written statement showing the hours paid for each employee. In addition, the Employer agrees to pay interest on all such contributions which are not postmarked or deposited within thirty (3) days of the last day of the contribution period at the Bank of Canada Prime Rate as in effect on January 1st and July 1st of each year, from the last day of the period. Each contribution period shall comprise not less than four (4) nor more than five (5) weeks.

The Employer and the Union agree to the original method of selection of Employer and Union Trustees to administer the Plan. It is agreed that the terms of the Plan and its administration shall be entirely the responsibility of these original Trustees or their valid replacements, provided that the Plan is administered consistently with this Collective Agreement, subject to any applicable government law or regulation and with the intention of meeting all of the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the Employer and the Union agree to be bound by the actions taken by the Employer and Union Trustees under the Plan.

Employees on long-term disability benefit shall receive pension credits.

SECTION 13 – Notice or Pay in Lieu of Notice

13.01 Commencing after sixty (60) calendar days from date of employment, full-time employees when terminated by the Employer, unless guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave unless having a bona fide reason for such absence, shall receive notice in writing or pay in lieu of notice as follows:

- After first sixty (60) calendar days up to two (2) years of continuous service
 - one (1) week's notice in writing or one (1) week's wages in lieu thereof.
- From two (2) years up to five (5) years' continuous service
 - two (2) weeks' notice or two (2) weeks' wages in lieu thereof.
- More than five (5) years' continuous service
 - four (4) weeks' notice in writing or four (4) weeks' wages in lieu thereof.

13.02 This Section shall not invalidate an employee's right to process his or her termination and to be reinstated as set out in Section 17, providing the employee has been employed by the Employer sixty (60) calendar days or more.

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

13.04 Full-time employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time, unless

terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave except where the employee has a bona fide reason for such absence.

- 13.05 A copy of notice of dismissal or layoff of full-time employees who have been employed more than sixty (60) calendar days shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

SECTION 14 – Seniority

- 14.01 Seniority shall mean length of continuous service with the Employer.
For clarification, continuous service shall include all Leaves of Absence from work pursuant to the Collective Agreement e.g. vacations, accident/illness, Leaves of Absence, etc.
Employees shall retain and continue to accrue seniority during such absences except as specified in Section 8.13, "Education Leave," and Section 14.07, "Student Seniority."
- 14.02 Full-Time Employee: A full-time employee, for purposes of seniority, shall mean an employee who has worked an average of at least forty (40) hours per week during a thirteen (13) consecutive week period in the Bargaining Unit in the area covered by the Collective Agreement. Paid time off will be considered as hours worked, as well as absence due to sickness or accident, but limited to hours the employee would have been scheduled to work.
- 14.03 Part-time employees shall proceed to full-time status according to their Bargaining Unit seniority. For purposes of proceeding to available full-time positions, part-time seniority is extended to include the entire Bargaining Unit.
- 14.04 Layoff and Recall: Length of continuous employment with the Employer shall govern in cases of layoffs and recall, provided the employee has the ability to perform the work required. Employees shall be recalled by classification as required. The foregoing shall not apply to:

Employees hired to work on relief staff or replace employees who are absent due to vacations, sickness, accident or other Leaves of Absence.

Employees laid off in accordance with the above provisions by the Employer shall be recalled to work in order of length of service with the Employer, provided:
1. No more than six (6) months has elapsed since the last day worked by the employee, and
 2. All employees with more than three (3) years continuous service, no more than twelve (12) months has elapsed since the last day worked by the employee,
 3. The employee reports for duty within twenty-four (24) hours from time of recall.
- If an employee, when contacted, for proper and sufficient reason is not immediately available to commence work, the next employee on the list can be hired temporarily. If the contacted employee cannot report for work until three (3) working days later, **they** shall exchange his seniority with the next employee on the list who is immediately available for employment, until his is recalled, at which time **they** shall resume his original seniority status. If **they do** not report in one (1) calendar week from date of recall without proper or sufficient reason, **they** shall be dropped from the seniority list.

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

4. The employee is capable of performing the work.

Employees rehired in accordance with Points #1 and #2 above shall retain their previous length of service for the purposes of this Section and Section 13.

- 14.05 Reduction and Increase of Hours: For the purposes of this Section, there shall be **four (4)** classifications: General Clerk, Clerk Cashier, (as set out in subsection 14.08 of this Section), Bakery Clerk, and General Merchandise Clerk.

Preference in available hours of work in a store shall be given to senior employees in the same classification within the store, provided they are available and can perform the work, subject to Section 14.06 of this Section.

It is understood that the employee shall assume his or her responsibility in notifying or in reporting any violation of the Seniority Clause in the allocation of hours at the earliest possible time. Any monetary adjustment or compensation arising from incorrect scheduling shall not be paid retroactively for a period greater than two (2) weeks prior to the time the Grievance was first lodged.

The Employer will endeavour to maximize the number of hours scheduled for part-time employees in accordance with their seniority and the Collective Agreement, provided they are available and can perform the work and provided they have not restricted their availability. The foregoing does not imply an obligation to schedule more hours in any classification than the Employer has determined are necessary.

- 14.06 Restriction of Availability: An employee who works less than the basic workweek shall be able to restrict his or her availability, subject to agreement by the Employer, and if such agreement is granted, the employee 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 **they are** of restricted status, shall be reduced first. If 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 **they** advise 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 year unless otherwise mutually agreed.

A full-time employee who reverts to part-time status at his or her own request shall be considered to have restricted his or her availability and the foregoing shall apply.

Employees shall not be permitted to restrict their availability below sixteen (16) hours per week except for health reasons supported by a letter from a doctor, or unless mutually agreed between the Employer and the employee.

- 14.07 Student Seniority: Students regularly attending classes at an authorized educational institution shall be considered to have restricted their availability and shall have seniority only over junior students. The parties agree that employees who take one (1) or two (2) classes per week shall not be considered as students for restriction purposes, subject to their reporting to work

for scheduled shifts.

Hours normally worked by current Student employees shall not be subject to claim by current junior non-student employees. Effective Monday after ratification, Student hours, up to a maximum of twenty (20) per week, shall not be subject to claim by junior non-students (new hires.)

Where a disagreement arises regarding this Clause and results in a Grievance, the parties will have two (2) weeks (from date the matter is brought to the attention of the Employer) to correct any errors in scheduling before a claim for lost wages can be filed.

A Student Clerk shall commence to accumulate regular seniority as part-time or full-time employee when it is established that **they have** ceased being a Student and will not be resuming his or her studies in the next school year or semester. Students shall inform the Store Manager in writing when they have ceased being a Student.

When a Student proceeds to part-time status, they shall be given credit for their Student years of service according to the following formula:

1. Students proceeding to part-time status shall be given credit for fifty (50) percent of their Student years for seniority purposes only once they have achieved full-time status in their classification.
2. Students transferring to part-time status would be the junior part-timer for seniority purposes. Once you achieve full-time status, you will be credited with fifty (50) percent of your Student time, i.e.:

Student Four (4) years

Part-Time Three (3) years

Achieve Full-Time Three (3) years part-time + fifty (50) percent of four (4) years as a Student = five (5) years seniority as a full-time employee

3. Students who proceed to part-time status maintain their twenty (20) hour protection right as described in Paragraph 2.

When more than one (1) Student in a store ceases being a Student at approximately the same time of year, the part-time seniority ranking among those persons will be the same as was their Student seniority ranking in accordance with the above.

Should a Student proceed to part-time under the second paragraph above and then revert to Student status in the subsequent school year or semester, that person shall be considered on the bottom of the Student seniority list.

In the event problems arise regarding Student seniority, the Union and the Employer may meet to discuss such problems. The parties shall have authority to make any appropriate adjustment to an employee's seniority.

- 14.08 Departmental Staff Reductions: Where there are reductions in staff in departments of the store employees affected by such reduction shall be given first opportunity to apply for any new positions that become available in the other departments. If hired in a new classification,

the employee's seniority date will be changed to the date of hire in the new classification and the employee's rate of pay will be the start rate of the new classification.

It is understood the foregoing applies only to employees in the top progression rate of their classification.

- 14.09 Sale or Closure of Store: In the event of sale or closure of a store, part-time employees who have worked an average of twenty-eight (28) hours per week or more in the past thirteen (13) weeks shall be able to exercise their seniority in other stores of the Employer within the same contract area.

In the event that the Employer closes a retail store resulting in employee(s) losing their employment, the Employer agrees to give the employee(s) first consideration based on continuous service with the Employer in British Columbia Bargaining Unit(s) for rehire within their previous classification, before hiring any new employees in other Bargaining Units within the province of British Columbia. Upon rehire within the same classification, an employee shall receive full credit for previous experience for the purpose of establishing their rate of pay. This Clause shall be effective for a maximum of six (6) months after store closure.

It shall be the sole responsibility of the employee to keep in contact with the Employer to be aware of potential vacancies with the Company. The Employer shall not be obligated to contact the employee of any vacancies.

- 14.10 Clerk Cashier Transferability: Clerk Cashiers wishing to transfer to General Clerk may do so in accordance with the following procedures:

- A. Clerk Cashiers wishing to become General Clerks shall make application for such transfer on a form supplied by the Employer upon request.
- B. All Clerk Cashiers shall be advised of the details of the program and their rights and obligations under same.
- C. Any employee who makes application for the program within the first thirty (3) days after the details have been circulated shall be eligible to receive General Clerk hours, as they become available, in accordance with his or her seniority.
- D. Employees making application after this period shall become eligible for the program in order of their date of application. Should the time of application of two (2) or more employees coincide, then seniority shall be the determining factor among such employees.
- E. Applicants must be prepared to perform the full scope of the General Clerk's job.
- F. Applicants cannot maintain any restrictions regarding number of hours of work per week until all hours are in the General Clerk's category.
- G. There will be a training period of two hundred forty (240) hours of actual work within an eight (8) week period to decide:
 1. If the employee wants the work, and

2. If the employee can perform the work. (Such determination to be subject to the Grievance Procedure.)

If it appears that the training period should be adjusted in any individual case, the Union and the Employer shall meet to consider the merits of the particular situation. The training period may then be lengthened or shortened by mutual agreement between the Employer and the Union.

If the employee wishes to opt out of the program during the training period, **they** may do so at any time. If, prior to the expiration of the training program, the Employer claims that the employee is clearly incapable of performing the duties, the Employer shall consult with the Union and the matter shall be investigated to establish that a fair opportunity has been extended to the employee and that the employee will not be able to perform the duties by the end of the training period.

General Clerks shall not be able to exercise their seniority in claiming these hours as they are hours made available for the purpose of training and evaluation.

- H. If either 14.11 (G)(1) or 14.11 (G)(2) above are negative, the employee would return to his or her former Clerk Cashier status.

Employees, except Students, who are being paid the General Clerk rate for all hours worked on the date the Clerk Cashier makes application, would have first option on available hours except as set out in 14.11(G) above.

- I. Clerk Cashiers on the program receiving General Clerk's hours must relinquish a corresponding number of hours as Clerk Cashiers. They may claim available hours only in the General Clerk category until **they** receive forty (40) hours per week in the General Clerk category.

Similarly, if there is a reduction in the number of General Clerk hours available to such employee, **they** may exercise his or her seniority in claiming a corresponding number of hours as Clerk Cashier.

When full-time hours have been achieved by the employee transferring into the General Clerk classification in accordance with the above procedure, seniority shall govern in all decisions involving preference in available hours or layoffs subject to Section 14.04.

The foregoing shall not impair an employee's seniority for the purpose of vacation scheduling.

- J. Employees involved in the transfer program at any stage will not be subject to the provisions of Section 6.02 of the Collective Agreement regarding maintenance of rate.
- K. Transfers from Clerk Cashier to General Clerk shall take place in employee's store only. However, if there is more than one (1) Cashier in a store waiting to transfer to General Clerk and another store in the area is going to hire a new General Clerk, then if one of the Cashiers wishes to transfer to that store the parties will meet to discuss the practicality of the transfer.

- L. An employee transferring from Clerk Cashier to General Clerk hours shall be paid for such hours at the next highest rate on the General Clerk's progression scale for the duration of the training period. Such rate is to be increased to the nine (9) month General Clerk's rate upon completion of the training period. Normal progression increases shall follow in accordance with number of hours worked. If an employee has previously worked regularly at the General Clerk's rate for all or part of their hours, **they** shall receive the top General Clerk's rate or the rate applicable in accordance with their hours. They shall not, in any case, receive less than the General Clerk rate that is next higher to their Clerk Cashier rate.
- M. Should an employee who transferred into the General Clerk category from the Clerk Cashier category face layoffs within twenty-seven (27) months from the time **they** started work as a General Clerk under the program, **they** shall be able to exercise **their** seniority in the Clerk Cashier classification.

An employee may revert to the former classification after having made a choice under Section 14.11(G) on the same basis as proceeding to General Clerk. The wage rate would then be changed to the applicable rate in the new classification.

Transfer from one classification to another and back can only occur once per individual.

14.11 General Clerk to Clerk Cashier: It is the understanding of the parties to provide such a transfer program on the same general basis as the Cashier transferability.

14.12 Seniority Lists: Each store shall leave posted an updated seniority list for that store two (2) times per year.

SECTION 15 – Severance Pay

15.01 In the event there is a permanent closure or sale or transfer of ownership of the store(s) or part thereof, causing a regular full-time employee to lose **their** employment, the Employer hereby agrees to pay such an employee severance pay at **their** regular 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

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

Should an existing full-time employee at date of ratification and/or future full-time employee go to part-time and later lose **their** employment due to the circumstances set out in Section 15, then such employee shall be entitled to severance pay under this Section according to **their** most recent years of full-time consecutive service only.

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

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

SECTION 16 – Union's Recognition of Management's Rights

- 16.01 The Union agrees that the Management of the Company, including the right to plan, direct and control store operations, the direction of the working force and the termination of employees for proper cause, are the sole rights and functions of the Employer.

During the first **Two Hundred Fifty (250) hours** of employment, each new employee shall be on probation. The decision whether to retain or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Sections 17 and 18 of this Agreement. It is agreed that the probationary period will not apply if it can be shown that an employee has been terminated for any lawful Union activity as set forth in Section 19.09 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 employees on grounds of alleged incompetency being processed under Sections 17 and 18 of this Collective Agreement, providing that such employees have been employed by the Employer **for more than two hundred fifty (250) hours**. 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 17 – Grievance Procedure

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

Grievances shall be presented in writing and shall clearly set forth the Grievance and the contentions of the aggrieved party, following which the Union Representative or Representatives and the Employer Representative or Representatives shall meet and, in good faith, shall earnestly endeavour to settle the Grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the Grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the Grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 18 of this Agreement.

- 17.02 Grievances involving the dismissal or layoff of an employee must be submitted to the Employer within ten (10) working days from the date of dismissal or layoff or be waived by the aggrieved party, provided notice has been given as required under Section 13.05.

- 17.03 Any employee alleging wrongful dismissal may place his allegation before the Union Representative and, if the Union Representative considers that the objection of the employee has merit, the dismissal shall become a Grievance and be subject to the Grievance Procedure as established by this Agreement.
- 17.04 The Employer agrees to reply in writing as to the disposition of all Grievances submitted by the Union.
- 17.05 The parties by mutual agreement may invoke Section 103 of the British Columbia *Labour Relations Code* to facilitate the settling of Grievances. Section 103 of the British Columbia *Labour Relations Code* states as follows:

"Where a Collective Agreement contains the following provision:

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, **an arbitrator as** agreed to by the parties, shall at the request of either party:

- A. Investigate the difference;
- B. Define the issue in the difference; and
- C. Make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and for those five (5) days from that date, time does not run in respect of the Grievance Procedure.

The Minister of Finance, on the Minister's requisition, shall pay out of the consolidated Revenue Fund one third (1/3) of the cost incurred by the parties for payment of reasonable remuneration, travelling and out-of-pocket expenses of the person named or his substitute."

SECTION 18 – Board of Arbitration

- 18.01 The Board of Arbitration shall be composed of three (3) members and shall be established as follows: (The parties may, by mutual consent, agree upon a single Arbitrator.)

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Employer and the Union shall each select a Representative to serve on the Board of Arbitration. The Representative of the Employer and the Representative of the Union shall, within five (5) days (excluding Sundays and holidays) after they have both been selected, choose an additional member to act as Chairman. In the event of failure of the nominees of the Union and the Employer to agree upon a Chairman within the five (5) day period specified, the Minister of Labour of British Columbia shall be immediately requested to name a third member who shall act as Chairman of the Board of Arbitration.

Within five (5) days of the appointment of the impartial Chairman, the Board of Arbitration shall sit to consider the matter in dispute and shall render a decision within fourteen (14) days after its first session. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.

No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitration Board shall be in writing and shall clearly specify the nature of the issue.

In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the impartial Chairman shall be borne equally by the Employer and the Union unless otherwise provided by law.

The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties. A decision of a majority of the Board of Arbitration shall be deemed to be a decision of the Board.

- 18.02 In the case of discharge which the Board of Arbitration has determined to have been for an improper cause, the Board shall order the reinstatement of the employee and shall award **them** full or part back pay.

SECTION 19 – Miscellaneous

- 19.01 Maintenance of Adequate Heating Facilities: The Employer agrees to maintain adequate heating facilities in each store.
- 19.02 Union Decal: The Employer agrees to display the official Union decal of the United Food and Commercial Workers International Union in a location where it can be seen by customers.
- 19.03 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 and maintained by the employee. When such uniform, apron, or special article is damaged or worn and can no longer be maintained by the employee, it shall be replaced by the Employer.
- Special clothing, such as rain capes and parkas, are to be supplied by the Employer where required. Members shall be permitted to wear sweaters, providing they are acceptable to the Employer.
- 19.04 Tools and Equipment: All tools and equipment which are required to be used by the employees shall be supplied and kept in repair by the Employer at no cost to the employee. These items must be kept on the premises.
- 19.05 Charitable Donations: Employee donations to charity funds shall be on a strictly voluntary basis.
- 19.06 Time Off to Vote: The Employer agrees that **they** will fully comply with any law requiring that employees be given time off to vote.
- 19.07 Polygraph Tests: The Employer agrees that polygraph or similar lie detector tests will not be used.
- 19.08 Information: Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Employer agrees to cooperate

to supply such information back to a period of two (2) years or such longer time as may be required to establish **their** proper rate of pay.

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

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

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

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

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

- 19.10 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 **their** place of work.

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

- 19.12 Lockers: Surveys have been made and each Employer will meet the Union to discuss reasonable changes that can be made should they be necessary.

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

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

1. Meeting notices
2. Dental Plan information
3. Pension Plan information
4. Safety information.

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

- 19.14 Sexual Harassment: Where an employee alleges that sexual harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement and

British Columbia Human Rights.

- 19.15 Employee's Personnel File: A copy of formal discipline report to be entered on an employee's file will be given to the employee. The employee will be required to sign Management's copy. Such signature will indicate receipt of formal reprimand only. It is understood that any disciplinary record on file at the time of implementing the above will not be invalid because the employee does not have a copy.

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

- 19.16 Discipline Interview: Where an employee attends an interview with Management for the purpose of receiving a formal discipline report or for a security interview, the employee shall have the right to a witness of **their** choice. If, during any other private corrective interview with Management, it is determined that there will be a discipline report on the employee's record or the employee feels there is a violation of Section 19.09, the interview may be temporarily suspended so that the employee may call in a witness of **their** choice. Any witness used by the employee in the above situations will be another employee working in the store at the time the interview is being held. It is understood the witness is an observer and not a participant.

- 19.17 No discrimination: Both the Employer and the Union endorse the principles outlined under the B.C. Human Rights Act wherein it is illegal for either the Employer and/or the Union to discriminate in respect to employment or membership in the Union because of race, creed, colour, sex, nationality, ancestry, or place of origin.

- 19.18 Technological Change: During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the Bargaining Representatives of the two parties to this Collective Agreement.

1. Where the Employer introduces or intends to introduce a technological change that:

- i. Affects the terms and conditions or security of the employment of a significant number of employees to whom this Collective Agreement applies; and
- ii. Alters significantly the basis upon which the Collective Agreement was negotiated, either party may if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Section 18 of this Collective Agreement, by bypassing all other steps in the Grievance Procedure.

2. The Arbitration Board shall decide whether or not the Employer has introduced or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change, the Arbitration Board shall inform the Minister of Labour of its findings, and then or later make any one or more of the following orders:

- i. That the change is made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
- ii. That the Employer will not proceed with a technological change for such period,

not exceeding ninety (90) days, as the Arbitration Board considers appropriate;

- iii. That the Employer reinstate any employee displaced by reason of the technological change;
 - iv. That the Employer pay to the employee such compensation in respect to his displacement as the Arbitration Board feels reasonable;
 - v. That the matter be referred to the Labour Relations Board (under Section 77 of the *Labour Relations Code* of British Columbia).
3. The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:
- i. Affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and
 - ii. Alters significantly the basis upon which the Collective Agreement applies.

SECTION 20 – Health and Safety Store Committee

20.01 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.

A member of the Bargaining Unit shall be elected by Bargaining Unit members in the store or shall be appointed by the Union to the Health and Safety Committee. Meeting time is to be paid at straight time rates.

SECTION 21 – Time Off for Union Business - Store Visits

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

1. Up to one hundred (100) employees in the Bargaining Unit
- one (1) employee.
2. For each additional one hundred (100) employees or part thereof in the Bargaining Unit
- one (1) employee but not to exceed a total of nine (9).
3. Not more than one (1) employee from any one (1) store.

The Union shall notify the Employer at least one (1) week in advance of the commencement of all such Leaves of Absence.

Upon at least one (1) week's notice, the Employer shall grant a Leave of Absence, for purposes of Union business, to one (1) employee on the following basis:

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

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

1. One (1) employee from each store of the Employer shall be granted time off.
2. Fifty (50) or more employees in the store, two (2) employees shall be granted time off.
3. One hundred (100) or more employees in the store, three (3) employees shall be granted time off.

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

The Employer will bill the Union and the Union will reimburse the Employer for wages paid to the employee and Dental and Pension contributions made on the employee's behalf during such absence.

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

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

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

Union Representatives shall be permitted to check employee time records, including work schedules and, in the event of any discrepancies, they shall be presented under Section 17 of this Agreement. It is understood the Union Representative may attempt to resolve problems through the Store Management prior to implementation of Section 17.

21.04 Shop Steward's Recognition: It is recognized that Shop Stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or election. Transfers shall not be used to discriminate against Shop Stewards.

The Employer agrees to recognize Shop Stewards and Alternate Shop Stewards for the purpose of overseeing the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and grievances to designated management of the store.

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

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

- a) is given a reprimand, verbal or written, which is to be entered on the employee's personnel file.
- b) is suspended or discharged.

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

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

- 21.05 The Union and the Employer agree to attend and participate in Joint Union-Management meetings in March and September of each year. The parties shall involve the management team, union representative(s) and shop stewards. The purpose of the meetings is to resolve workplace issues and promote a harmonious relationship, building a positive and constructive relationship going forward into the future.

SECTION 22 – Expiration and Renewal

- 22.01 This Agreement shall be for the period from and including **April 17, 2022** to and including **April 17, 2027** and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding **April 17, 2027** or any subsequent anniversary date thereafter to:

- a. Terminate this Agreement, in writing, effective **April 17, 2027** or any subsequent anniversary thereof,
- b. Require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

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

1. The Union upon commencement of lawful strike in compliance with the *Labour Relations Code* of British Columbia, or
2. The Employer upon commencement of lawful lockout in compliance with the *Labour Relations Code* of British Columbia.

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

SIGNED THIS 18th DAY OF April, 2023.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President

FOR THE EMPLOYER
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MEMORANDUM OF UNDERSTANDING #1

Weekly Indemnity Payment Responsibility

It is understood and agreed between the Employer and the Union that Weekly Indemnity payments to entitled employees shall be the responsibility of the Employer. If payment of valid claims is not made by the Insurance Company within two (2) weeks from the time the Employer receives the completed application, the Employer shall then pay to the claiming employee an amount equal to his entitlement. Similarly, when payments are stopped by the Carrier, while the employee's entitlement continues, the employee shall be able to claim the amount of his entitlement from the Employer.

Payments made by the Employer for claims later found to be invalid, or payments made by the Employer which are later paid by the Carrier, shall be returnable to the Employer.

RENEWED THIS 12th DAY OF October , 2017 .

RENEWED THIS 13th DAY OF January , 2023 .

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President

FOR THE EMPLOYER
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MEMORANDUM OF UNDERSTANDING #2

Right to Amend Agreement

The parties recognize that the hiring of persons or movement of existing employees to staff new or changed functions has created 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.

RENEWED THIS 12th DAY OF October, 2017.

RENEWED THIS 13th DAY OF January, 2023.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President

FOR THE EMPLOYER
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MEMORANDUM OF UNDERSTANDING #3

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 co-operate in resolving problems with drug and alcohol abuse with a view towards rehabilitating employees suffering from such abuse.

RENEWED THIS 12th DAY OF October , 2017 .

RENEWED THIS 13th DAY OF January , 2023 .

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President

FOR THE EMPLOYER
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MEMORANDUM OF UNDERSTANDING #4

Health, Safety and Education Fund

The Employer agrees to contribute one (\$.01) cent per hour for every hour worked by members of the UFCW Local 1518 Bargaining Unit, based on Dental Plan hours, to the United Food and Commercial Workers, Local 1518, Health, Safety and Education Fund, effective Sunday after ratification.

RENEWED THIS 12th DAY OF October, 2017.

RENEWED THIS 13th DAY OF January, 2023.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President

FOR THE EMPLOYER
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MEMORANDUM OF UNDERSTANDING #5

Pension Plan

Effective Sunday after ratification, benefit leave to be raised to thirty-eight dollars (\$38.00) per month per year of service and effective January 1, 1987, the early retirement discount for those between the ages of 55 and 60 reduced from six (6%) percent per year to three (3%) percent per year.

RENEWED THIS 12th DAY OF October, 2017.

RENEWED THIS 13th DAY OF January, 2023.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
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Kim Novak, President

George Wood

MEMORANDUM OF UNDERSTANDING #6

Re: Scheduling

The Company agrees to meet with the Union to discuss scheduling issues which may arise on a store by store basis. If these scheduling issues cannot be resolved, the disagreement will be subject to the Grievance Procedure.

RENEWED THIS 12th DAY OF October , 2017 .

RENEWED THIS 13th DAY OF January , 2023 .

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



Kim Novak, President

**FOR THE EMPLOYER
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MEMORANDUM OF UNDERSTANDING #7

Scheduling New Hires, as at Date of Ratification 2000

Notwithstanding any other provision in the Collective Agreement (including Memorandums and Letters of Understanding), the Employer and the Union agree as follows:

In scheduling part-time employees in each classification, the most available part-time hours of work on a weekly basis shall be assigned to such employees within the classification on the basis of seniority, provided the employee has the qualifications and the ability to handle the work to be performed in a competent manner.

RENEWED THIS 12th DAY OF October, 2017.

RENEWED THIS 13th DAY OF January, 2023.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President

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MEMORANDUM OF UNDERSTANDING #8

Hours to be Scheduled in the Least Number of Days

Roxann German is the only pre-ratification employee (employed prior to the new Agreement in April 2000) still on payroll. It is agreed that the weekly base hours for Roxann German shall be set at 32 hours. Roxann may exercise her seniority rights to achieve her 32 hours per week in the least amount of days. Once the above objective is achieved, she shall have no other claim for hours in that week.

RENEWED THIS 12th DAY OF October, 2017.

RENEWED THIS 13th DAY OF January, 2023.

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



Kim Novak, President

**FOR THE EMPLOYER
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MEMORANDUM OF UNDERSTANDING #9

Re: Article 14.05 - Expedited Arbitration

In recognition of past difficulties relating to Article 14.05, the parties agree to resolve any grievance alleging a violation of this clause in the following manner.

1. The Union will notify the Employer in writing of the issue in dispute and the remedy sought.
2. If the grievance is not resolved within fifteen (15) working days from the time of notification the matter shall be referred to Mediation/Arbitration.
3. The Mediator/Arbitrator shall schedule a hearing within thirty (30) days of notification.
4. The Mediator/Arbitrator will attempt to mediate a resolve to the grievance and, if not successful, shall render a binding decision within thirty (30) days from the date of hearing.
5. The decision of the Mediator/Arbitrator shall set no precedent and the parties agree this process will not involve legal counsel by either party.
6. The Mediator/Arbitrator shall be selected in the following order:

**Mark Brown
Ken Saunders,
Rick Coleman,
Joan Gordon**

In the event none of the above Mediators/Arbitrators are available to render a decision within the above time frame either party shall request the Associate Chair of the Labour Relations Board to appoint a Mediator/Arbitrator who can comply with the above time limits.

7. The parties shall share equal costs of the Mediator/Arbitrator.

RENEWED THIS 12th DAY OF October, 2017.

AMENDED THIS 13th DAY OF January, 2023.

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



Kim Novak, President

**FOR THE EMPLOYER
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MEMORANDUM OF UNDERSTANDING #10

Re: General Merchandise Clerk

The Employer will decide when to implement the General Merchandise Clerk classification and will continue to have General Clerks and Clerk Cashiers perform such duties until this classification is implemented. After such implementation, General Clerks and Clerk Cashiers may still be required to perform duties in this classification if directed by the Employer.

RENEWED THIS 12th DAY OF October, 2017.

RENEWED THIS 13th DAY OF January, 2023.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President

FOR THE EMPLOYER
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MEMORANDUM OF UNDERSTANDING #11

Re: Employee Discount

The Employer agrees that all employees shall be entitled to a fifteen percent (15%) discount once per month, so long as they spend a minimum of \$50.00, excluding tobacco and all applicable taxes, and the maximum discount shall be \$30.00.

RENEWED THIS 12th DAY OF October, 2017.

AMENDED THIS 13th DAY OF January, 2023.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
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Kim Novak, President

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MEMORANDUM OF UNDERSTANDING #12

Re: Student Rate

Effective Sunday after ratification (SAR) there will no longer be a student rate. As such, effective SAR all existing student whose life to date (LTD) hours are greater than 520, will have their LTD hours reset to 521.

SIGNED THIS 13th DAY OF January, 2023.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President

FOR THE EMPLOYER
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MEMORANDUM OF UNDERSTANDING #13

Re: Days off before and after vacation

The Employer will consider giving employees, the Saturday before and the Sunday after their vacation as days off. This consideration shall be for a portion of the employee's vacation time and not considered every time an employee takes vacations.

SIGNED THIS 13th DAY OF January, 2023.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President

FOR THE EMPLOYER
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MEMORANDUM OF UNDERSTANDING #14

Re: Roxann German

With the elimination of 6 week and 7 weeks' vacation entitlement in section 8.5, Roxann German shall maintain her 7 weeks' vacation entitlement.

SIGNED THIS 13th DAY OF January, 2023.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518



Kim Novak, President

FOR THE EMPLOYER
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George Wood

George Wood

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