

COLLECTIVE AGREEMENT

BETWEEN

TRIWEST FOODS LTD. (IGA #49)

AND

**UNITED FOOD AND COMMERCIAL WORKERS, LOCAL
1518**

Duration: November 28, 2024 to March 31, 2028

Ratified by Membership Vote: November 28, 2024



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MEMORANDUM OF AGREEMENT made this 28th day of November, 2024.

BETWEEN: **TRIWEST FOODS LTD. (IGA 49)**, a body corporate
carrying on business in the Province of British Columbia

(hereinafter referred to as the "Employer")

AND: **UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 1518**, chartered to the United Food and Commercial
Workers International Union, C.L.C.

(hereinafter referred to as the "Union")

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

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

SECTION 1 - Bargaining Agency

The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all employees in the present and future retail establishments owned and/or operated by the Employer in the Cities of Vancouver, North Vancouver, New Westminster, White Rock and Victoria; the Towns of Port Coquitlam, Port Moody, Sidney; the Municipalities of Burnaby, West Vancouver, Coquitlam, Richmond, Delta, Surrey, Oak Bay, Esquimalt, Saanich and Central Saanich; the District of North Vancouver and Colwood; and unorganized territories surrounding Victoria, with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement, except and excluding Bakery Production Workers who may be under separate certification and employees working in the Meat Department. If additional retail food establishments are acquired by the Employer in the areas described herein, all terms and conditions of this Collective Agreement shall apply to such establishments and shall be binding on the parties hereto.

Further, in the event the Employer has more than ten (10) stores within the Bargaining Unit, it is agreed that the Union shall allow the Employer to split the stores into two (2) separate zones, and within the four (4) months immediately preceding March 31, 2003, only, deliver notice to commence negotiations for employees within either the Zone 1 or the Zone 2 Bargaining Unit, but not for both. The Union and the Employer agree that amendments negotiated for employees within the one Bargaining Unit shall apply to employees in the other Bargaining Unit. It is agreed that both Bargaining Units will never be struck or locked out at the same time during any collective bargaining to conclude a revision or renewal of this Agreement.

The Union will notify the Employer within one (1) year, but not less than six (6) months, prior to the expiry of the Collective Agreement as to which Bargaining Unit Zone the Union

intends to bargain.

The remaining Bargaining Unit Zone shall be subject to all terms and conditions negotiated, subject to ratification by the membership.

SECTION 2 - Union Shop

- (a) The Employer agrees to retain in its employ, within the Bargaining Unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said 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.
- (b) The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee their responsibility in regards to union membership and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Employer will have new employees sign a check-off and Union membership application upon successful completion of training/orientation. 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. **On a quarterly basis the Employer agrees to provide the Union in writing with the name, address, email address and telephone number of each employee in the bargaining unit along with the employee's date of hire.** 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.
- (c) **Excluded Personnel: The primary responsibilities of employees excluded from the Bargaining Unit are managerial in nature, but it is recognized that they may perform the duties of employees in classifications listed elsewhere in this Collective Agreement.**

The Union will recognize the current practice of allowing the store manager to perform Bargaining Unit work.

It is not the intent of the Employer to utilize excluded personnel to deny hours to Bargaining Unit employees.

The Union and the Employer will meet in good faith to resolve any issue which arises from this agreement and will amend this language as is deemed appropriate. Should the parties fail to reach an agreement the matter can be referred to a dispute resolution process.

SECTION 3 - Deduction Of Union Dues

The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, union dues, fines and

assessments as are authorized by regular and proper vote of the membership of the Union.

The Union will supply **access to** an appropriate form to the Employer so that new employees, at the time of hire, will authorize union dues deductions. **The employee shall, upon hire complete the online authorization form for such deductions.**

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

SECTION 4 - Clerks Work Clause

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

- (1) Supervisory and Specialist Personnel of the **Georgia Main Food Group** Employer.
- (2) **Hallmark Cards**
- (3) Demonstrators
- (4) Special Personnel assisting prior to the store opening and during major store remodeling.
- (5) Special displays (not built of product or merchandise) may be built, designed and decorated by salespersons, provided that initial stocking and replenishing of product or merchandise shall be performed by employees of the Employer.
- (6) **Sales Representatives outside of the Union may remove their own company's off-code product unsuitable for sale from shelves or display cases and put such off-code product in a shopping buggy. Once the off-code product is in a buggy, it must then be handled by a retail clerk.**
- (7) **Truck Drivers will not be permitted to work in the sales area or in the stock room of the store, except in the loading and unloading of trucks. However, the Employer agrees, where general clerks are scheduled to work and are working in the stores and deliveries of merchandise are made, that a food general clerk shall:**
 - (a) **Designate the area where the merchandise is to be placed in the stock room.**

(b) **Be present with the driver during loading and unloading of trucks.**

- (8) In the event that there are major Section changes due to the introduction of new product lines, the Employer may use outside help to initially stock the new product only. This outside help would set up the space allocation for the existing product to be replaced.

Penalties for violation of this clause:

When there is a violation of the **Section 4** 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 to **the United Food and Commercial Workers Pension Plan.**

SECTION 5 - Basic Workweek - Accumulated Time Off - Statutory Holidays

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:

a) 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 (1½).

- 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.

b) Accumulated Paid Time Off (A.T.O)

Regular full-time Clerk 1 employees shall accumulate paid time off at the rate of four (4) hours for each basic workweek completed. This clause does not apply to any other employees. Basic workweeks shall be those described in this Subsection and shall also include time off due to jury duty and witness duty as set out in Section 9(a), and funeral leave as set out in Section 9(e), provided the employee has actual hours worked in the week.

Beyond **June 3, 2022**, there will be no further progression from Clerk II to Clerk I status.

Restricted employees who lift their restriction and are able to proceed to full-time status based on their seniority. shall not be required to meet the full-time status requirement (forty (40) hours per week for eight (8) weeks) of the Collective Agreement.

It is understood where the above causes a junior full-time employee to be reduced to part-time status, this reduction is not a reduction by the Employer.

Days off with pay as a result of accumulated paid time off shall, in the week in which they are taken, be considered as hours of that basic workweek.

Eligible full-time employees shall accumulate the four (4) hours per week A.T.O. on all weeks of vacation if eligible.

When an employee has accumulated eight (8) hours, they shall receive a day off with pay scheduled by the Employer within the next four (4) weeks, such day to be combined with an employee's regular day off when it does not interfere with the operation of the store.

A.T.O. accumulation can vary to a maximum of plus or minus twenty (20) hours in employee A.T.O. bank.

Employees shall not be required to take an A.T.O. day if they are minus twenty (20) hours of A.T.O.

The plus/minus A.T.O. number may be altered by mutual agreement between the

employee and the Employer.

A.T.O. and Lateness: If an employee is chronically late and has been formally notified by management that further incidents of being late will result in loss of A.T.O., then A.T.O. may be cancelled for that week.

Sunday can be considered as a "regular day off" for purposes of combining days off.

An A.T.O. eligible employee who terminates or is terminated or reverts or is reverted from full-time to part-time status, or who is promoted out of the jurisdiction of the Union, shall receive payment for any hours of paid time off accumulation that they are entitled to at the time of their termination or promotion out of the jurisdiction of the Union.

"Replacement hours" shall be those hours that an employee works or is assigned that would normally be worked by another employee were it not for the latter's absence due to illness, vacation, leave of absence, Workers' Compensation, Weekly Indemnity or other contractual absence. The employee shall be advised when they work or are assigned replacement hours.

In the event that an employee working more than thirty-six (36) hours per week for the required period alleges that they are being prevented from working forty (40) available hours, they may request an explanation from the store manager concerned. If they are not satisfied with the explanation, the Union may lodge a grievance in accordance with Sections 18 and 19 to determine whether or not the employee should be working forty (40) hours per week.

Employees will be advised of their A.T.O. entitlement on a weekly basis in writing, according to current or developed practices.

(c) Statutory Holidays

The following are recognized as statutory holidays: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and any other statutory holiday declared by the British Columbia government. All recognized statutory holidays will be subject to the rules established for statutory holidays in the British Columbia *Employment Standards Act*, as amended.

(d) Posting of Schedules

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

Full- and Part-Time Employees:

The Employer shall post the weekly work schedule for all employees not later than three (3) weeks in advance. An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery or other instances of force majeure. In all other cases, at least twenty-four (24) hours' notice

of any change must be given, or four (4) additional hours' pay given in lieu of notice.

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

Subject to the needs of the business, the Store manager will endeavor to:

(a) Estimate, plan and schedule the work to be done each day, and

(b) Schedule the hours of work of each employee so that work assignments shall be completed in an efficient manner.

(e) Requested Time Off Calendar

A Time Off Calendar will be posted in the same location as posted schedules. Prior to the posting of schedules, employees may request time off on the calendar provided for this purpose. Where possible, employees granted time off shall not have their hours of work for the week reduced. It shall be optional for the Employer to reduce their hours or days for any request made and granted after the posting of the work schedule.

(f) Consecutive Day Off:

The Employer shall schedule consecutive days off for all full-time employees. In addition, wherever practical, A.T.O. days shall also be scheduled with consecutive days off. In consultation with Store Management or the Department Head, where it can be demonstrated by the Shop Steward that scheduling of consecutive days off with A.T.O. can be accomplished without an adverse effect on the operation of the department, the Employer shall do so. In consultation with Store Management or the Department Head non-consecutive days off may be arranged by mutual agreement between the employee(s) provided it does not result in any other employee(s) not getting consecutive days off.

Where it can be demonstrated by the Union that the scheduling of consecutive days off and A.T.O. can be accomplished, the Union and the Employer shall meet to determine a method of solution.

It is understood that if a penalty is paid under Section 5 (c), then no penalty shall be paid under Section 7 (e).

(g) Short Notice Call-in

"Short notice" is defined as when an employee notifies the Employer shortly before beginning of their shift that they shall not be at work that day as a result of accident, illness or injury. Short notice also covers any calls that the store receives after 5:00 p.m. the afternoon prior to scheduled shifts that start before noon the following day. This agreement anticipates "short notice" to mean notice given within a few hours of the shift commencing, which would result in the management of the store experiencing extreme difficulties in finding a replacement by the normal method, without changing the schedule.

During short notice, the Employer will offer hours based on seniority and

availability.

(h) 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.

Employees' daily hours of work shall be consecutive wherever possible, with the exception of meal periods.

(i) Late Closing Schedule

Cashiers scheduled to work store closing shifts shall not be scheduled later than thirty (30) minutes after store closing time, not only on the midnight shift but all closing shifts.

(j) Night Work Rotation

There shall be fair rotation of night work when the store is open for business insofar as this is practical for store operation. Night work is defined as any shift ending at 8:00 p.m. or later.

(k) Express Checkouts

Express Checkout duties will be rotated so that no Clerk Cashier will be required to serve more than three (3) hours per day in such duties. A premium of time and one half (1½) shall be paid for all hours over three (3) hours per day spent in the express checkout. It shall be the employee's responsibility to notify management when the three (3) hours are completed. An employee may finish the order in progress without the penalty applying.

(l) Meal Periods

Meal periods shall be one (1) hour unless a lesser time is mutually agreed upon. 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.

(m) 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.

Clerk Cashiers working more than a four (4) hour shift but not more than a five (5) hour shift shall have the right to a fifteen (15) minute unpaid rest period either with or separate from the existing fifteen (15).

Times for Clerk Cashiers' rest periods shall be set out by the Employer on a sheet which shall be available for Clerk Cashiers to review prior to the commencement of their shifts. Such times can be altered by Management (within the confines of Section 5 [m]) should the need arise.

The Employer will schedule rest periods for Clerk Cashiers on the check stand 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.

(n) Time Keeping System

Time keeping systems are to be installed in all stores. The Employer shall provide each store with a time keeping system in order to enable employees to record their time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods. Employees who fail to record all time worked in the manner required by this Subsection shall, upon complaint of the Union, be disciplined as follows:

1st violation

- 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 14 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.

(o) Overtime Pay

All time worked in excess of the basic workweek, as defined in Paragraphs (a) and (b), or the regular working day scheduled by the Employer, shall be paid at the rate of time and one half (1½) 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 (1½) 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.

(p) 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 **ten dollar (\$10.00)** 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.

(q) Sunday Work

For employees hired before **June 5, 1991**, all work performed on Sunday shall be paid at straight time rates plus a premium of one dollar sixty cents (\$1.60) per hour (eighty cents [80¢] for each full half hour worked).

For purposes of the Collective Agreement, Sunday is considered the first (1st) day of the basic workweek and in the event an employee worked in excess of the basic workweek, as set out in Subsection (a), the last such day or days worked in such

weeks shall be considered as the day or days for which overtime applies.

- (1) Work on Sunday shall be voluntary.
- (2) Sunday work shall be considered as "available hours" as set out in Section 15 (d), and shall be offered according to seniority.
- (3) Employees shall notify management at the beginning of each two (2) month period of their availability to work on Sundays.
- (4) If sufficient employees are not available to work on Sundays, the Employer shall have the right to schedule hours according to "reverse seniority", provided the employee has the ability to perform the work required.
- (5) Notwithstanding the foregoing, it is understood that the Employer may require "key personnel" to work on Sundays.

(r) Shift Differential (Night Premium)

Employees hired prior to **June 5, 1991**, who are required to work between the hours of 6:00 p.m. and 8:00 a.m. of the following day shall receive a differential at the rate of one dollar (\$1.00) per hour (fifty cents [50¢] for each full half hour worked) in addition to their regular hourly rate. It is agreed that an employee commencing a shift at 7:00 a.m. or between 7:00 a.m. and 8:00 a.m. shall not be entitled to this differential between 7:00 a.m. and 8:00 a.m. During hours that the store is open to the public, this differential shall not apply to students and part-time who work less than sixteen (16) hours during that week.

Premium pay for night work shall not be added to an employee's rate of pay for the purpose of computing overtime pay.

(s) 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 (1½) for time worked prior to the expiry of the ten (10) hour interval. If there is mutual agreement for a period of less than ten (10) hours (but no less than eight (8) hours) between shifts, the employee shall not be entitled to time and one half.

Shift interval may be decreased to eight (8) hours only by mutual agreement.

(t) Consecutive Day Limit

Full-time employees will not be required to work in excess of six (6) consecutive days and also will not be required to work two (2) consecutive Saturday/Sunday shifts.

No part-time 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.

(u) 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 them, the question shall be referred to Section 18 of this Agreement.

(v) 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, assistant manager or management personnel in charge, the person in charge shall not be compensated at less than the Lead Hand rate which shall be forty-five cents (45¢) per hour over the employee's regular rate. Effective November 20, 1988, the rate 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 number (1) above, one 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 number (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 p.m.
- (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) Senior employees whose years of service plus age equals 70, may opt out of night stocking crew, subject to operational requirements.

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 (d) of this Agreement. No Clerk shall be required to work alone on the premises on night shift.

(w) **Bakery/Deli Break Relief**

UFCW 1518 acknowledges the Company's concerns when serving customers in the evenings in the bakery and deli departments.

In the event that only one person is working in the deli department and one person is working in the bakery department in the evenings, the parties agree:

- 1) The UFCW 1518 bakery employee can provide customer service to deli customers when the UFCW 247 deli employee is absent on a break.
- 2) The UFCW 247 deli employee can provide customer service to bakery customers when the UFCW 1518 bakery employee is absent on a break.
- 3) It is understood that no "production" work will occur and the only reason for allowing this opportunity to cross0-jurisdictional lines is to provide service to customers.

SECTION 6 - Classification Of Employees

(a) **General Clerks**

To perform any duties assigned in the store, except as provided herein (a).

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.

Business emergencies are defined as 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.

(b) **Clerk Cashiers**

Duties restricted to following:

1. Checkstand duties.
2. Price changes, but not to include case lots, floor displays or end displays.
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 and Bake-Off Bakery duties.
8. Bulk foods (but not to include stocking).
9. File maintenance duties.
10. Facing store.

Variable duties will be assigned at the direction of management to clerk cashiers on a seniority basis. Such duties will be performed on the shift at the time said duties are required to be worked.

Variable Duties:

- i. **Candy Stocking.**
- ii. **Magazine Stocking.**
- iii. **Returns/Take-backs.**
- iv. **General Clean-Up.**

(c) **General Bookkeeper(s), Head File Maintenance Clerk, and Head Dairy Clerk**

A full-time Head File Maintenance Clerk, **Head Dairy Clerk and General Bookkeeper(s)** will be appointed in each store subject to the following:

1. The person appointed by Management shall be from within the bargaining unit.
2. Any vacancy for the lead positions shall be offered to all staff.
3. The General Bookkeeper, the Head File Maintenance, the Bistro clerk and Floral Clerks are considered to be part of the Cashier classification.
4. **The General Bookkeeper, the Head File Maintenance Clerk, and the Head Dairy Clerk will have fifty cents (\$0.50) added to their rate of pay while in that position.**

5. An employee trained as the back-up File Maintenance Clerk when relieving the Head File Maintenance Clerk for two (2) or more full shifts shall be paid an hourly premium of fifty cents (\$0.50) per hour for the scheduled File Maintenance hours.
 6. An employee trained as the back-up Dairy Clerk when relieving the Head Dairy Clerk shall be paid an hourly premium of fifty cents (\$0.50) per hour for the scheduled dairy hours.
 7. An employee trained as the back-up Bookkeeper when relieving the General Bookkeeper shall be paid an hourly premium of fifty cents (\$0.50) per hour for the scheduled bookkeeping hours.
- (d) **Home Shopping**
Hours utilized for picking orders will be considered to be part of the clerk cashier classification.

SECTION 7 - Wages

- (a) 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 as indicated.

There shall be a bi-weekly payroll and availability of direct deposit /electronic fund transfer for interested employees. 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 their Statement of Earnings and Deductions.

Wage Schedule

Clerk I employees shall receive the following:

Accumulated Hours Worked	Ratification		January 1 2023		January 1 2024	
	F/T	P/T	F/T	P/T	F/T	P/T
0 to 520	17.34	17.34	17.59	17.59	17.84	17.84
521 to 1040	17.39	17.54	17.64	17.79	17.89	18.04
1041 to 1560	17.80	18.12	18.50	18.37	18.30	18.62
1561 to 2080	18.63	19.11	18.88	19.36	19.13	19.61
2081 to 2600	19.46	20.10	19.71	20.35	19.96	20.60
2601 to 3120	20.27	21.07	20.52	21.32	20.77	21.57

3121 to 3640	21.08	22.04	21.33	22.29	21.58	22.54
3641 to 4160	21.87	22.99	22.12	23.24	22.37	23.49
4161 to 4680	22.66	23.94	22.19	24.19	23.16	24.44
Over 4680	24.64	26.05	24.89	26.30	25.14	26.55

Clerk 1 employees who are above the grid at ratification Shall receive the following pay increases at the following times:

June 1, 2024 4% increase

June 1, 2025 3% increase

June 1, 2026 2.5 % increase

June 1, 2027 2.5% increase

All other Clerks:

Hours	June 1, 2024 (4%)	June 1, 2025 (3%)	June 1, 2026 (2.5%)	June 1, 2027 (2.5%)
Entry*	\$ 18.10	\$ 18.64	\$ 19.10	\$ 19.58
1040	\$ 18.10	\$ 18.64	\$ 19.10	\$ 19.58
2080	\$ 18.36	\$ 18.91	\$ 19.38	\$ 19.86
3120	\$ 18.98	\$ 19.55	\$ 20.04	\$ 20.54
4160	\$ 19.60	\$ 20.19	\$ 20.70	\$ 21.21
5200	\$ 19.81	\$ 20.41	\$ 20.92	\$ 21.44
6240	\$ 20.02	\$ 20.62	\$ 21.14	\$ 21.66
7280	\$ 20.23	\$ 20.83	\$ 21.36	\$ 21.89
8320	\$ 20.44	\$ 21.05	\$ 21.58	\$ 22.11
9360	\$ 20.70	\$ 21.32	\$ 21.85	\$ 22.40
10400	\$ 20.96	\$ 21.58	\$ 22.12	\$ 22.68
11440	\$ 21.22	\$ 21.85	\$ 22.40	\$ 22.96
12480	\$ 21.74	\$ 22.39	\$ 22.95	\$ 23.52
13520	\$ 22.26	\$ 22.92	\$ 23.50	\$ 24.08
14560	\$ 23.30	\$ 23.99	\$ 24.59	\$ 25.21

***During the term of the Collective Agreement, should the minimum wage set by the Province of British Columbia under the Employment Standards Regulation ("Minimum Wage") increase, the entry rate shall be no less than ten cents (\$0.10) more than the Minimum Wage.**

Bakery Manager, Produce Manager, and Assistant Managers: All Bakery Managers, Produce Managers, and Assistant Managers will be paid at the following rate:

June 1, 2024 (4%)	June 1, 2025 (3%)	June 1, 2026 (2.5%)	June 1, 2027 (2.5%)
\$ 31.68	\$ 32.63	\$ 33.44	\$34.28

(b) Relief Rates

Grid A employees who relieve a Produce Manager, Bakery Manager, or Assistant Manager who is absent for two (2) or more full shifts (8 hours each) shall be paid for such relief work for all time so employed at the Produce Manager, Bakery Manager or Assistant Manager rate established in this Agreement. Shifts do not have to be consecutive within the week.

All other Clerks who relieve a Product Manager or Baker Manager who is absent for two (2) or more full shifts (8 hours each) will receive a relief rate of two dollars fifty cents (\$2.50) per hour for all time spent relieving the Produce Manager. Shifts do not have to be consecutive within the week.

All relief time for Produce Manager, Baker Manager or Assistant Managers that is overtime will be paid using the rates as adjusted in this section above (e.g. a Grid A employee relieving a Produce Manager will receive overtime pay at the Produce Manager rate of pay).

When the Store Manager is absent for more than 2 days in a week, the senior Assistant Manager working each day of the Store Manager's absence will receive \$10 per day. There will be no pyramiding of this premium.

(c) Opening and Closing Store Rate

When an employee is assigned the responsibility of opening or closing the store, such employee will be designated by management and will receive fifty cents (\$0.50) each full half hour for all time, provided no member of store management personnel is present.

This is not paid during short-term breaks or absences by management, provided management returns from said absences.

(d) 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.

(e) Credit For Previous Experience

All employees who notify the employer prior to hiring will receive a credit of 50% of all previous comparable experience in the supermarket/grocery sector. For greater clarity, no credit for previous experience will be granted unless it has been stated by the employee on **their** application for employment form. The Employer's application form must require candidates to identify prior experience, with details of location and duration of employment.

(f) Staff Meetings

Staff meetings will be considered as time worked and will be paid at straight time

rates.

Staff meetings where attendance is optional may be held at any time and will not be considered as time worked.

(g) 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.

(h) 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 employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits.

No employee shall be held responsible for cash shortages unless they have exclusive access to their cash.

(i) 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.

(j) Transfers

All travelling time connected with the employee's job, except going to and from work, shall be paid for.

When an employee is transferred or moves to another store during their shift, they shall be paid for all time spent en-route from one store to another. In addition, the employee shall receive mileage in accordance with the Company's travel policy if the employee has a car, or bus fare and a time allowance (at straight-time rates).

All time paid under this clause is in addition to the shift scheduled and shall be paid at straight time rates.

Any employee requested to temporarily transfer outside of this Collective Agreement, shall receive the expense allowances as defined by the Employer. Such allowances to be discussed prior to the acceptance of the temporary transfer.

SECTION 8 - Vacations

Vacation Entitlement

- (a) For the purposes of this clause all hours of actual work shall include all time absent on paid vacation, paid statutory holidays, paid Accumulated Time Off (A.T.O.), 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 with the Employer within a calendar year.

Effective January 1, 1993 should an employee fail to meet the one thousand four hundred and fifty (1,450) hour test or the one thousand seven hundred (1,700) hour test for vacation eligibility because of the L.O.A. provisions in the Collective Agreement (i.e.: T.A.B., Education Leave, One Year Leave, etc.) the year will be removed from the calculation of continuous years. This will bridge the prior continuous years of service for vacation purposes with the subsequent year(s) of service.

(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 [b]).

Actual work 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 their discharge. For purposes of paid vacation where the services of an employee are retained by a purchaser of the business, their services shall be deemed to be uninterrupted by the sale or purchase of the business and shall be deemed binding upon the purchaser.

A "year of service" for purposes of paid vacation shall mean one thousand seven hundred (1,700) hours of actual work.

A "calendar year" shall mean any period of time between January 1 and December 31 of the same year.

- (b) 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.
 - Employees with eighteen (18) or more consecutive "years of service" shall receive six (6) weeks' vacation with pay annually.
 - Employees with twenty-three (23) or more consecutive "years of service" shall receive seven (7) weeks' vacation with pay annually.
- (c) Vacation pay for vacation provided in Subsection (b) of this Section shall be computed on the basis of forty (40) hours pay or one fifty-second ($1/52$) of the employee's earnings, whichever is greater, for the employee's calendar year prior to leaving on vacation, 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.
- (d) Employees who work a minimum of one thousand four hundred fifty (1,450) hours in each calendar year for three (3) consecutive years but who do not otherwise qualify for three (3) weeks' vacation with pay, shall be entitled each year in which they qualify to three fifty-seconds ($3/52$'s) of their prior year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof.
- Employees who work a minimum of one thousand four hundred fifty (1,450) hours in each calendar year for eight (8) or more consecutive years but who do not otherwise qualify for four (4) weeks' vacation with pay, shall be entitled each year in which they qualify to four fifty-seconds ($4/52$'s) of their prior year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof.
- (e) All employees, who do not otherwise qualify for vacation time as indicated above will receive two (2) weeks' vacation without pay in the calendar year following their date of hire and shall receive a vacation payout equal to two fifty-seconds ($2/52$'s) of the employee's earnings in the previous calendar year.
- (f) The pay to which an employee is entitled pursuant to Subsections (d) and (e) shall be paid to the employee not later than March 25th covering the calendar year ending December 31st of the previous year.
- (g) Vacation entitlement is to be maintained for employees whose hours are reduced, either by themselves or the Employer. Such entitlement shall be to a maximum of five fifty-seconds ($5/52$'s). Time off entitlement will be in accordance with the percentage entitlement.
- (h) Employees whose employment is terminated or if they terminate and give two (2) weeks' notice in writing to the Employer, shall receive all earned vacation pay, or applicable percentage of earnings, whichever is higher, less any paid vacation taken plus the applicable percentage of earnings for any period since the end of the calendar year and date of termination.

Employees terminating their employment without the above notice shall receive no more than two fifty-seconds ($2/52$'s) of earnings for vacations earned plus two

fifty-seconds (2/52's) of earnings for any period since the end of the calendar year and date of termination.

Vacation Scheduling

- (i) 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.
- (j) Upon request, wherever possible, the Employer will schedule full-time 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.
- (k) Vacations must be taken in units of not less than one (1) week.
- (l) Two (2) weeks of an employee's paid vacation shall be consecutive and given during the regular vacation period - April 1 to September 30. 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.

Once initial vacations have been selected during the regular vacation period (April 1 to September 30) 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 1 and April 1 and at a time requested by the employee, provided three (3) months prior notice has been given by the employee.

- (m) These vacations may be scheduled between April 1 and September 30 by mutual agreement. The foregoing shall not apply to the week that Christmas Day occurs and the two (2) weeks prior and the week following Christmas week. Should vacation time be made available during this "black- out" period, those vacation weeks shall be granted by seniority.
- (n) 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, an extra day's pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the Employer, an extra day's vacation with pay will interfere with vacation schedules or hamper operation.

- (o) Vacation Schedules must be finalized and posted by March 25 for that year.

Vacation - Miscellaneous

- (p) Earned vacation pay shall mean vacation earned in accordance with Subsections (a) and (b) of this Section prior to the end of the calendar year.
- (q) Time spent on vacation shall be counted as time worked for purposes of qualifying for benefits under Section 9.
- (r) Maternity Leave shall count for vacation purposes. If vacation is outstanding from the previous year for those returning from Pregnancy and/or Parental Leave, the employee shall at their option take the vacation time immediately following the Maternity Leave regardless of what time of the year they return. 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.
- (s) 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.

SECTION 9 – Leaves Of Absence

- (a) Jury and Witness Duty Pay

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

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

An employee's day(s) off will not be altered to circumvent the foregoing.

- (b) 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.

Upon three (3) months' notice, all employees shall be entitled to a one (1) year unpaid Leave of Absence after **three (3)** years of continuous service. Employees

on such a Leave of Absence shall earn seniority.

- (1) This Leave of Absence is for one (1) year only.
- (2) Employees may return to work earlier than the scheduled end of the leave provided they give their Store Manager one (1) months' notice in writing of their early return to work date.
- (3) This Leave of Absence is only available once during an employee's career with the Employer.
- (4) While on this Leave of Absence an employee shall not take employment with any competitor in the food business. (Violation of this provision may result in termination.)
- (5) During the period of such Leave, the employee will be allowed to self- pay their pre-leave benefit status for M.S.P. and Life Insurance in advance.

(c) Educational Leave

Employees shall be entitled to a one (1) year leave of absence every **three (3)** years of continuous service with the Employer shall be entitled to an educational leave of absence for up to one (1) year.

The following terms and conditions shall apply to such leaves:

- (1) One (1) employee per store at any one time shall be eligible for educational leave. In stores with more than forty (40) employees, two (2) 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 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) months' 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. and Life Insurance in advance.

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.

(d) Take-A-Break Leave of Absence (TAB)

Employees with two (2) years or more of continuous service are entitled to apply for Take-A-Break leave of absence up to a maximum of one hundred and twenty (120) days per year, but not to exceed twenty- four (24) calendar weeks in duration, subject to the following conditions:

- 1. Application for such leaves must be in writing and are subject to the approval of the Store Manager and Human Resources Department. Every effort should be made to provide as much notice as possible.
- 2. Requests for Take-A-Break (T.A.B.) Leave of Absence will be granted to all employees provided there is another available employee in the store.
- 3. The Employer shall maintain Health and Welfare coverage for full-time employees during T.A.B. up to a maximum of eight (8) weeks per calendar year but not in excess of two (2) calendar weeks per calendar quarter.
- 4. Scheduled vacation time shall take precedence over the granting of Take-A-Break leave of absence.

The Union and the Employer agree that eligible employees may pyramid leaves of absence referenced above to a maximum of two (2) ears. For example, an employee may take a one (1) year Educational Leave immediately followed by a Take-A-Break Leave. There is no requirement to return to work between leaves.

(e) Funeral/Bereavement Leave

In the event of death of a 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, the Employer will grant up to three (3) paid days compassionate Leave of Absence. This leave will be granted to attend the funeral and such time off must be taken at the time of bereavement or the time of service.

In the event of death of spouse, father, mother, child, brother, sister, the employee shall be entitled to one

(1) week's leave of absence with pay at the time of bereavement. It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks. The family members listed in

this paragraph include “step” family members, for example, father also includes stepfather.

Time off due to the death of a member of an employee's family must be taken at the time of the bereavement or the time of service. An employee's day off will not be altered to circumvent funeral leave provisions. This leave may be extended for up to five (5) working days, with the agreement of the Employer, by using vacation time, A.T.O., R.T.O., or T.A.B.

Employees may request up to five (5) working days of vacation time, ATO, or unpaid leave for time off in the event of death of other family members not listed above.

(f) Pregnancy Leave

Benefit entitlement for the above Pregnancy Leave shall be as required by the B.C. *Employment Standards Act*, as amended:

https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96113_01

(g) Parental Leave

Benefit entitlement for the above Parental Leave shall be as required by the B.C. *Employment Standards Act*, as amended:

https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96113_01

(h) Co-parent Leave

An employee about to become a co-parent shall be entitled to an unpaid leave of absence of up to five (5) days at the time of birth of **their** child or **children** or the adoption of a child or children. The employee may use A.T.O.'s or one (1) weeks' vacation at their option.

(i) Unpaid Extended Parental Leave

Employees may request an unpaid leave of absence of up to one (1) year related to the birth or adoption of a child. This leave must commence within one (1) year of the birth or adoption.

Application for this leave shall be in writing and provided to store management at least one (1) month in advance. All other provisions of Section 8(aa) shall apply.

(j) Reservist Leave

An employee who is a member of the Canadian Armed Forces, including the Primary Reserve, and who is part of an operational deployment will, upon two (2) weeks' notice where possible, be granted a leave of absence without loss of seniority. Employees may be required to provide documentation to support the leave request.

Benefit entitlement for reservists' leave shall be as required by the B.C. *Employment Standards Act*, as amended:

https://www.bclaws.gov.bc.ca/civix/document/id/complete/statreg/96113_01

- (k) **Assignment or Promotion to Position covered by Separate Agreement.**
Any promotion or assignment of a Union member to a position covered by a separate agreement shall be considered a leave of absence without gain or loss of seniority for a period not to exceed twelve (12) months.

SECTION 10 – Health And Welfare Plan

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 (a), (b), (c) and (d) below shall be paid one hundred percent (100%) 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 of the employee's recall period as specified in Section 15 (c) 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.

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 their 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.

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.

The Employer shall also make available:

- Medical Services Plan (M.S.P.)
- Extended Health Benefit (E.H.B.)
- Hearing Aid, Eyeglass, Prescription Drug Plan (H.E.P.)

to employees who work an average of twenty-four (24) hours per week for a period of three (3) consecutive months. 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.

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.

Enrollment of group benefits shall be compulsory at the option of the Employer. The Employer, at **their** 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.

(a) 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 under the B.C. Medical Services Plan unless the spouse is covered separately.

(b) Eyeglass, Drug and Hearing Aid Plan

The Plan shall provide the following benefits to eligible employees:

- (1) Prepaid Drug Plan with no deductible.
- (2) Eyeglasses, lenses and frames, to a maximum of **four** hundred dollars **(\$400.00)** per person every two **(2)** years. Maximum for dependents under age 19 shall be **four** hundred dollars **(\$400.00)** each year.
- (3) Hearing Aids to a maximum of three hundred fifty dollars (\$350.00) per

person once every four years.

- (4) Services provided by a physiotherapist or registered massage therapist to a combined maximum of \$1,000.00 per year.
- (5) It is understood all employees' dependents shall be covered by this plan. Eligible dependents shall be spouse 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.
- (6) **Up to one thousand dollars (\$1000) per family per year for psychological services provided by a clinical psychologist (including registered clinical counselling).**

(c) Group Insurance and Weekly Indemnity Benefits

Weekly Indemnity benefits shall be paid commencing on:

- (1) The first (1st) day of hospitalization due to nonoccupational accident or sickness,

or

- (2) The fourth (4th) day of absence due to sickness or nonoccupational accident with a twenty-six (26) week benefit period.

Weekly Indemnity payments shall be in the amount of seventy-five percent (75%) of an employee's straight time rate of pay.

Group Life Insurance shall be a minimum of twenty-five thousand dollars (\$25,000.00.) Where Group Life Insurance plans have coverage in excess of twenty-five thousand dollars (\$25,000.00) then such plans shall continue in force during the currency of this Collective Agreement.

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.

Life Insurance - Conversion Privilege: If your coverage ceases because your employment or your membership within the eligible classes ends, you may convert your insurance to some form of individual life policy offered by the insurer without having to pass a physical examination.

If you qualify for the Retiree Death Benefit, the amount of it will be deducted from

the amount of life insurance you are otherwise entitled to convert.

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

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

(d) Long-Term Disability Plan

The Employer shall provide an L.T.D. Plan for eligible employees.

The Plan will provide sixty percent (60%) of salary and will activate when either W.I. or WCB benefits are exhausted.

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

The payment of the Weekly Indemnity benefit shall be based on a five (5) days per week basis for employees regularly working the basic workweek. Eligible part-time employees' Weekly Indemnity benefits shall be based on a seven (7) days per week basis. For example, a part-time employee shall receive one seventh (1/7th) 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 their intention to return to work.

Employees on Long Term Disability Benefit shall receive pension credits.

If an employee cannot work due to illness and their 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.

(e) 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.

SECTION 11 – Health Leave Benefits

(a) **Health 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, accumulated time off, 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 and seventy-six (376) hours.

Notwithstanding the above, all employees are entitled to paid days in accordance with the Illness or Injury leave as outlined in the *Employment Standards Act*, as amended.

It is agreed that accumulated **health** leave information will be made available to employees on a monthly basis.

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 **health** leave credits and may use such credits until the credits are exhausted. **Health** pay in such cases shall be applied only to absences on the employee's regularly scheduled workdays.

The Employer shall apply any accumulated **health** 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 **health** leave benefits and who is reduced to less than thirty-six (36) hours per week, will be paid **health** 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.

(b) **Health 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 **health** leave accumulation they may have to their credit.

Employees who have a **health** leave credit balance in excess of twelve (12) days (ninety-six (96) hours), as of December 31st **of each calendar year** shall receive a cash payout to a maximum of six (6) unused **health** leave days (forty-eight (48) hours), provided no employee's **health** 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.

(c) **Return to Work After Illness**

After absence due to illness or injury, the employee must be returned to their job when capable of performing their duties.

(d) **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 their 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 ninety percent (90%) of the employee's net straight time earnings based on their 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 percent (100%) for the first three (3) scheduled working days of absence.

In the event the Workers' Compensation Board challenges initial coverage or, after going on WCB benefits the Workers' Compensation Board terminates such benefits because the Board has decided that the employee's disability is no longer related to the compensable injury, the Employer will pay the Workers' Compensation Board portion and an amount equal to the difference between ninety

percent (90%) of the employee's net 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.

(e) W.C.B. Rehabilitation Program

In the case of employees on a W.C.B. Rehabilitation Program the Employer agrees to maintain benefits for the term of rehabilitation at the level existing at the date of injury to a maximum of a three (3) month period in addition to the six (6) months set out below in Section 11(g). At the end of this maintenance period, benefits shall be determined by hours worked. This benefit maintenance shall not apply to an employee who is being retrained for a job outside any of the Bargaining Unit.

Employees that return from an approved W.C.B. leave to pre-leave hours do not have to re- qualify for benefits.

(f) 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 **one hundred (\$100.00)**.

(g) Maintenance of Benefits

The Employer agrees to maintain the full cost of Health & 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 their 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.) | } | For duration |
| - Group Life Insurance | } | |
| - Extended Health Plan covering | } | of L.T.D. |
| eye- glasses, drugs and | } | |
| hearing aid benefits | } | |

SECTION 12 - UFCW Dental Plan

The Employer agrees to continue participation in the UFCW Local 1518 Dental Plan (the "Plan"), as approved by the Board of Trustees (the "Trustees"). 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.

There shall be Trustees made up of three (3) persons appointed by the Employer and three (3) persons appointed by the Union.

The Trustees shall **approve the** Company, or such other financial institution, to which contributions by the Employer to the Plan shall be paid.

The Union shall provide the Trustees with reasonable information in relation to the Plan.

The Employer agrees to make contributions to the fund of seventy-seven cents (\$.77) per hour for each straight time hour of actual work by all employees within the Bargaining Unit of this Collective Agreement, including hours worked on Sunday if such hours are part of the basic workweek of an employee. Such contributions shall not exceed thirty dollars and eighty cents (\$30.80) per week for any one employee. 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.

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 Plan as established, and shall do so not later than twenty-one (21) days after the close of the Employer's four or five 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 Plan and shall employ counsel or consultants as they may deem necessary and advisable.

SECTION 13 - UFCW Union Pension Plan

The Employer agrees to contribute **1.4% of annual earnings from the Employer, on behalf of each employee covered by this Collective Agreement to the UFCW Pension Plan (the "Pension Plan")**.

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 (30) 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) or more than five (5) weeks.

There shall be a Board of Trustees (the "Pension Trustees") made up of three (3) persons appointed by the Employer and three (3) persons appointed by the Union.

It is agreed that the terms of the plan and its administration shall be entirely the responsibility of these Trustees or their valid replacements, provided that the **Pension** 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 **Pension** Trustees under the plan.

Long-Term Disability benefits and eligibility for Long Term Disability benefits cease at age 60 or earlier if the UFCWUPP allows an earlier unreduced retirement benefit.

UFCW UNION PENSION PLAN

I. Terms and Conditions

The Employer and the Union will participate in the United Food and Commercial Workers Union Pension Plan (hereinafter referred to as the Plan and/or Trust, as applicable) on the following terms and conditions:

- i) Effective January 1, 1999, participation in the Plan and Trust will be through a separate Division (Triwest Foods Ltd.) as provided for under the Plan and Trust, as follows:
 - (a) All contributions payable to the Plan and Trust pursuant to this Collective Agreement subsequent to the date set forth above shall be credited to Triwest Foods Ltd. except as provided below:
 - (b) The Union and Employer will request the Trustees of the Plan to allocate to Triwest Foods Ltd. the liabilities for accrued benefits in respect of active and disabled employees subject to the Collective Agreement and retired and terminated vested employees who were subject to the Collective Agreement at their retirement or termination, along with a pro-rata share of the assets of the Local 1518 Division of the Trust in which they will have accrued benefits. Such allocation to be carried out as of January 1, 1999, on terms and conditions to be established by the Trustees on the advice of the Plan actuary.
- ii) Under the terms of the Plan and Trust, provision is to be made for a Retirement Committee with equal representation from the Employer and any Unions in such Division, with responsibility for separate Division of the Plan and Trust described above.

The Employer and the Union will appoint appropriate persons and their replacement to act as members of the Retirement Committee for the Divisions in which they participate.

If the Employer desires, the Union will designate a person for the Employer to appoint as a Retirement Committee member for the Divisions in which they participate.

- iii) Commencing with the first day of employment of each participating employee and for the duration of the Collective Agreement between the Union and the Employer, and any renewals or extensions thereof, or until otherwise changed through collective bargaining or mutual agreement by the Union and the Employer, it is agreed that the following contributions

shall be made to the Plan and Trust:

- (a) By each participating employee - a percentage of their earnings received from the Employer. The percentage applicable to each participating employee shall be as follows:

<u>Age Last Birthday</u>	<u>Percentage</u>
Less than 30	NIL
30 or more but less than 40	1%
40 or more but less than 50	2%
50 or more	4%

Contributions by participating employees shall be made by payroll deduction.

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

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

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

Participating employee shall mean each employee of the Employer as of December 27, 1998, who is subject to the Collective Agreement and each future employee who becomes subject to the Collective Agreement from the date they are first employed, except for:

1. employees who are disabled on December 27, 1998, and are receiving (or entitled to receive) wage loss benefits under a Weekly Indemnity of Long Term Disability Plan to which the employer makes contributions, as long as they continue to be disabled and entitled to such benefits;
2. employees who are disabled on December 27, 1998, and are receiving (or entitled to receive) wage loss benefits from WCB as long as they continue to be disabled and entitled to such benefits;
3. employees who are absent from work at December 27, 1998, as a result of statutory maternity or parental leave as long as they continue to qualify for such leave.

The Employer will provide to the **Pension** Trustees a listing of all employees subject to the Collective Agreement who are subject to each of the foregoing three paragraphs.

- (b) By the Employer - the percentage set forth below of the earnings of each participating employee. The percentage shall be as follows:

<u>Date</u>	<u>Percentage</u>
March 30, 2003	8%
December 30, 2007	8.75%
December 28, 2008	9%

- (c) Employee and Employer contributions, along with a list of participating employees for whom they have been made, shall be forwarded by the Employer to the Trust Company or other financial institution designated by the Trustees of the Plan to receive these and shall do so not later than twenty-one (21) days after the close of each Employers' four (4) or five (5) week accounting periods. These listings shall be prepared in alphabetical order and shall show for each participating employee:

1. their earnings;
2. the employee contribution deducted from their earnings;
3. the Employer contribution made in respect of the participating employee;
4. the date they became an employee if they first became a participating employee in the Employer's four (4) or five (5) week accounting period;
5. the date they ceased to be an employee and the reason for cessation if they are no longer a participating employee at the end of the Employer's four (4) or five (5) week accounting period;
6. such other data as the Trustees indicate they require for the administration and operation of the Plan.

II. General

- i) It is agreed and understood that the Plan and the Trust shall not require the Employer to guarantee the benefits or assure its solvency.
- ii) The Employer agrees to be bound by the terms and conditions of the Trust Agreement, which governs the Plan and Trust, and carry out the duties and obligations of an Employer thereunder.

- iii) The Plan and Trust is and will continue to be registered under the *Income Tax Act* and the *B.C. Pension Benefits Standards Act*.
- iv) It is understood and agreed that with respect to the operation of Triwest Foods Ltd. to which contributions are payable pursuant to this agreement, except for any unfunded actuarial liabilities which exist or are created effective as of January 1, 1999, no unfunded actuarial liabilities will be created by making Plan improvements in respect of accrued benefits as of the date an improvement is to be made.

SECTION 14 – Notice Or Pay In Lieu Of Notice

- (a) Commencing after four (4) months from date of employment, full-time employees when terminated by the Employer, unless guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave unless having a bona fide reason for such absence, shall receive notice in writing or pay in lieu of notice as follows:
 - After first four (4) months and up to two (2) years of continuous service, one (1) weeks' notice in writing or one (1) week's wages in lieu thereof.
 - From two (2) years up to five (5) years continuous service, two (2) weeks' notice in writing or two (2) weeks' wages in lieu thereof.
 - More than five (5) years continuous service, four (4) weeks' notice in writing or four (4) weeks' wages in lieu thereof.
- (b) This Section shall not invalidate an employee's right to process their termination and to be reinstated as set out in Section 18, providing the employee has been employed by the Employer for more than four (4) calendar months.
- (c) The Employer agrees to give full-time employees one (1) weeks' notice in writing prior to layoff. Such notice shall not be required in cases of layoffs due to fire, flood or other cases of force majeure.
- (d) 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.
- (e) A copy of notice of dismissal or layoff of full-time employees who have been employed more than four (4) calendar months shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

SECTION 15 - Seniority

(a) Seniority Definition

Seniority shall mean length of continuous service with the Employer in British Columbia as a member of UFCW 1518 from date of hire.

For clarification, continuous service shall include all leaves of absence from work pursuant to the Collective Agreement; i.e., vacations, accident / illness leaves of absence and service with another employer whose operations were purchased by the Employer, provided such service is continuous.

Effective January 1, 2012, employees whose seniority date was changed due to reclassification or transfer, will regain all lost seniority due to said reclassification or transfer.

Employees who are appointed to management positions in a classification other than their own shall keep and continue to accrue seniority in their former classifications, e.g., Cashiers appointed to Assistant Managers.

(b) Full-time Employee

A full-time employee, for purposes of seniority, shall mean an employee who has worked an average of at least thirty-six (36) 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.

(c) Part-time Employees Proceeding to Full-time

Part-time employees shall proceed to full-time status according to their Bargaining Unit seniority.

(d) Part-time Transfers

The right to transfer for part-time employees shall be subject to the following process:

1. A part-time employee requesting a transfer must notify the Employer by letter by December 31 and May 31 of each year.
2. The Employer agrees to meet with the Union to discuss the placement of part-time employees requesting a transfer by January 15th and June 15th respectively.
3. Both the Employer and the Union agree that seniority determines the placement of the part-time employee for the maximization of hours.
4. The Employer agrees to place the part-time employees by the last week of January and June respectively.
5. The Employer and the Union reserve the right to deal with problems that may arise with the intent of this clause.

(e) 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:

1. Assistant Manager (not more than two [2]) and Produce Manager, and
2. 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;
2. For employees with one (1) year or more of service, no more than twelve (12) months has elapsed since the last day worked by the employee;
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 their seniority with the next employee on the list who is immediately available for employment, until they are recalled, at which time they shall resume their 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 their current address and telephone number. If the Employer is unable to contact the employee within five (5) working days, or if the employee is contacted and refuses the employment without proper and sufficient reason by the end of the five (5) day period, the employee will be dropped from the seniority list.

4. The employee is capable of performing the work.

Employees rehired in accordance with Points 1 or 2 above shall retain their previous length of service for the purposes of this Section and Section 14.

(f) Reduction and Increase of Hours

For the purposes of this Section, there shall be two (2) classifications:

- General Clerk

- Clerk Cashier

Preference in available **shifts** 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.

It is understood that the employee shall assume their 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. All staff hired prior to July 1, 2008 shall be scheduled in accordance with daily maximization (i.e., as per all pre-ratification employees).

(g) Scheduling of Overlapping and Abutting Shifts

Where it can be shown that overlapping and abutting shifts have been scheduled to deny senior employees available hours, this shall be discussed between the parties. Where a disagreement arises under this Subsection 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.

(h) Restriction of Availability

Employees who works less than the basic workweek and restricts their availability shall sign a form so advising the Employer. **Forms shall be available to the Union upon request.** 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 their restricted status, the employee shall so advise the Employer in writing. The employee's full seniority rights shall begin **within three (3) weeks** from the date they **start**. An employee shall not be entitled to fill out a form as outlined above more than **two (2) times** per year unless otherwise mutually agreed.

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

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

The Employer will endeavour to schedule full eight (8) hour shifts, where requested by the employee.

Clerk II's shall be scheduled for evening and weekend shifts where practicable, based on seniority.

- (i) Greater Victoria, including Victoria, Sidney, Oak Bay, Esquimalt, Saanich and Central Saanich, Colwood, and unorganized territories surrounding Victoria, shall be in a separate Bargaining Unit from Greater Vancouver.

- (j) Sale or Closure of Store

In the event of sale or closure of a store, employees shall be able to exercise their seniority in other stores of the Employer within the same contract areas.

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 B.C. Bargaining Unit(s) for rehire within their previous classification, before hiring any new employees in other Bargaining Units within the Province of B.C. Upon rehire within the same classification, an employee shall receive full credit for previous experience for the purpose of establishing their rate of pay.

- (k) Clerk Cashier and General Clerk Transferability

Clerk Cashiers wishing to transfer to General Clerk, **or General Clerks wishing to transfer to Cashier** may do so in accordance with the following procedures:

1. **Employees** wishing to **transfer** shall make application for such transfer on a form supplied by the Employer upon request.
2. Employees shall be advised of the details of the program and their rights and obligations under same.
3. Any employee who makes application for the program within the first thirty (30) days after the details have been circulated shall be eligible to receive **their new classification** hours, as they become available, in accordance with their seniority.
4. 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.
5. Applicants must be prepared to perform the full scope of the new classification.
6. Applicants cannot maintain any restrictions regarding number of hours of work per week until all hours are in the **new classification** category.
7. There will be a training period of two hundred forty (240) hours of actual work within an eight (8) week period to decide:
 - (a) if the employee wants the work, and

- (b) 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.

Employees 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.

If either (a) or (b) above are negative, the employee would return to their former **classification**.

8. **Employees** on the program receiving **new** hours must relinquish a corresponding number of hours **in their former classification**. They may claim available hours only in the **new classification** until they receive forty (40) hours per week in **that classification**.

Similarly, if there is a reduction in the number of **new classification** hours available to such employee, they may exercise their seniority in claiming a corresponding number of hours **in their former classification**.

When full-time hours have been achieved by the employee transferring into the **new** classification in accordance with the above procedure, seniority shall govern in all decisions involving preference in available hours or layoffs subject to Section 15 (c).

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

9. Should an employee who transferred into **a new classification** face layoffs within twenty-seven (27) months from the time they **transferred** under the program, they shall be able to exercise their seniority in the **former** classification.

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

10. Clerk II Transferability

A Clerk II may make a written request for transfer to another Clerk II classification. Such transfer shall be granted based upon available openings, seniority, and ability. The applicant must have demonstrated satisfactorily to the Company the abilities required in the new classification and must meet a fair and reasonable standard as established by the Company. Clerk II's moving to these positions shall be subject to a sixty (60) day probationary period. If within the sixty (60) day period it is determined that the employee cannot perform the duties required, they shall have the right to return to their previous classification with full seniority.

It is understood that a Clerk II shall not be able to exercise this option more than once and shall not be allowed to exercise this option within the first year of employment unless mutually agreed to by the parties.

(m) Staffing New Stores or a Replacement Store

If the Employer transfers employees from one contract area to another for the purpose of staffing a new store, such employees shall hold the seniority they had immediately prior to being transferred to the new store. At the end of one (1) calendar week after the store has opened, a seniority list will be prepared showing the seniority of the various employees which shall then become the seniority list in the new contract area. A copy of such list shall be posted in the store. The term "new store" shall not be taken to mean a "remodel" or replacement store.

The procedure outlined in the foregoing paragraph shall not apply to any new store opening in the bargaining areas of Greater Vancouver or Victoria.

In the case of new store openings where two (2) or more employees commence work on the same date, their seniority shall be determined at the end of the thirty (30) day probationary period. At the end of the thirty (30) day period after the store opening, the seniority dates of transferred and newly hired employees will be sent to the Union office.

The Employer agrees that employees will only be transferred from one bargaining area to another with their consent.

Full-time employees permanently transferred out of the area of this Collective Agreement will resume their seniority rights in the area up to their original date of transfer if transferred back to the area within twelve (12) months.

Full-time employees transferred on a temporary basis shall retain their full seniority rights in the area for six (6) months from the date of transfer.

(n) Seniority List

Each store shall post an updated seniority list for that store, two (2) times per year.

(o) Job Posting

1. Full-time positions shall be posted and filled within the specified time limits as set out below. No present full-time employee will be bumped from their present store assignment as a result of implementation of this provision.

- (A) The job posting shall contain:
 - 1. The classification
 - 2. The store number and location
 - 3. The closing date of the posting
 - 4. The effective date of the position
- (B) The posted positions shall be:
 - 1. General Clerk
 - 2. Clerk Cashier

The successful applicant must be moved to the new position within thirty (30) days.

Should the employer introduce a new department, the Employer and the Union will meet in good faith to resolve any issues which arise from this agreement and will amend the language as is deemed appropriate. Should the parties fail to reach an agreement the matter can be referred to the grievance procedure under Section 18.

- 2. Full-time positions shall be posted and filled in accordance with the following procedure:

- (A) Full-time positions shall be posted within five (5) days.

The available position shall be posted in all stores with the Bargaining Unit for a period of ten (10) days. A copy of the posting will be forwarded to the Union at the time of posting. The posting shall be returned to the Human Resources Department at the end of the posting period and shall be signed by the Store Manager and the Shop Steward (or other member of the Bargaining Unit in their absence) respectively in each store to confirm that the posting was publicly displayed for the required period.

- (B) Positions shall be filled by seniority (provided the employee is able to perform the normal requirements of the job).

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

- (C) Applicants may only apply on forms supplied by the Company. The

applications shall be accepted by the Company up to and including the closing date.

- (D) The name of the successful applicant along with their seniority date will be posted in all stores in the Bargaining Unit within fifteen (15) days of original posting. The Company will forward a copy to the Union.
 - (E) The successful applicant shall not be eligible to apply for another posting for a period of six (6) months from the effective date of the job posting, provided the successful applicant has not been reduced to part-time as a result of a reduction in hours.
 - (F) In the event that a job posting becomes available while an employee is on an approved absence of six (6) months or less under the Collective Agreement, that employee shall be considered to have applied for the posting provided the employee has an application for transfer to the store and classification of the posting prior to the posting of the position.
 - (G) The Employer shall mail laid off employees a copy of postings available to them at their address of record. It shall be the responsibility of the employee to submit their application within the stated time limits on the posting.
 - (H) In staffing new or replacement stores in existing Bargaining Units, fifty percent (50%) of the additional full-time positions under 1.b) shall be posted according to this clause.
3. If the position is not filled from within the Bargaining Unit, it shall immediately be posted in all other stores within UFCW Local 1518 Bargaining Units of the Employer on the above basis except that positions shall be filled by the senior of the applicants.

(p) Student Definition

A student is defined as any employee attending High School, University, College, Vocational Institution or other educational institutions requiring attendance at scheduled classes.

A. It will be the responsibility of the Student to provide their Store Manager with a written notice thirty (30) days prior to commencement of their course of studies.

B. It will be the responsibility of the Student s to provide their Store Manager with a written notice thirty (30) days prior to *termination* of their course of studies.

(q) Employee Transfers

In the event an employee does not wish to be transferred, the Employer shall consider the merit of the employee's circumstances. If a grievance should arise,

the parties shall make every effort to find an acceptable solution. If the parties are not able to resolve the matter, the grievance shall be referred to a third party on an expedited basis. without prejudice, for a final and binding decision.

SECTION 16 – Severance Pay

In the event there is a permanent closure or sale or transfer of ownership of the store or part thereof, causing a regular full-time employee to lose their employment, the Employer hereby agrees to pay such 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 x 1.15
Over two (2) years	One (1) week's pay x 1.15 for every year of full-time service to a maximum of twenty (20) x 1.15 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 a 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 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 14 (a) of this Agreement.

SECTION 17 – Union's Recognition Of Management Rights

- (a) 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.
- (b) Probationary Period:
During the first four (4) months of employment, part-time new hires (only) shall be on probation and will receive a written evaluation within three (3) months of employment. The decision whether to retain or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Sections 18 and 19 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 20(i) 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 18 and 19 of this Collective Agreement, providing that such employees have been employed by the Employer sixty (60) calendar days or more.

- (c) 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 18 – Grievance Procedure

- (a) 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. In addition to the grievance form provided, the Union will agree to add a brief letter with a more detailed description of the issue being grieved. All such letters are tendered on a "without prejudice" basis. 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 19 of this Agreement.

- (b) 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 14 (e).
- (c) Any employee alleging wrongful dismissal may place their 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.
- (d) The Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union.

SECTION 19 – Board Of Arbitration

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Employer and the Union shall each select an arbitrator to agree on an arbitrator, either party may seek appointment of an arbitrator under the *Labour Relations Code*.

Within five (5) days of the appointment of an arbitrator, the arbitrator 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 as arbitrator who is involved or directly interested in the controversy under consideration. Grievances submitted to arbitration shall be in writing and shall clearly specify the nature of the issue.

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

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

1. Expedited Arbitration may be proposed by the Union or the Employer within forty-five (45) days after the grievance has been filed as per Section 15. Within fourteen (14) days of referral to Expedited Arbitration either party must respond as to their decision to proceed to Expedited Arbitration or Arbitration under Section 19. Provided that the Union and the Employer mutually agree to an Expedited Arbitration the following five (5) points shall apply:
 - a) Access to the Expedited Arbitration procedure shall be limited to discharge cases, and other cases provided Expedited Arbitration is invoked within forty-five (45) days of the grievance being filed as per Section 15.
 - b) Within seven (7) days of being referred to Expedited Arbitration, an attempt to mediate the dispute shall be made.
 - c) If mediation should fail, an Expedited Arbitration shall be held no less than ninety (90) days after referral to Expedited Arbitration.
 - d) A final and binding decision will be handed down within twenty (20) days of the Expedited Arbitration case being held.
 - e) Within sixty (60) days of ratification the Employer and the Union shall develop a list of arbitrators that are agreeable to both parties.

2. Troubleshooter

Chris Sullivan, or any other individual agreed by the parties, shall be scheduled on a rotating basis to conduct expedited hearings on the following basis:

- a) Either party may refer grievances to this process upon providing the other party with three (3) weeks' notice of a grievance being referred. Both parties must agree before a grievance is placed on the troubleshooter agenda.
- b) Only grievances where the parties have shared all relevant information regarding the grievance and all reliance documents and facts have been exchanged shall be referred. The parties agree that disclosure of information and documents will take place in a timely manner.
- c) New evidence, including facts or documents, may be introduced after the referral is made only where disclosure of this new evidence was not possible prior to the referral. In such cases, the party that is introducing the new evidence shall provide immediate disclosure to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow a fair opportunity for analysis and reply.
- d) Decisions of the troubleshooter shall be in writing but shall be without prejudice, non- precedent setting and shall be publicized. Legal counsel shall not be used by either party.
- e) The parties shall develop other procedures or guidelines as necessary.

SECTION 20 - Miscellaneous

- (a) Maintenance of Adequate Heating Facilities
The Employer agrees to maintain adequate heating facilities in each store.
- (b) 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.
- (c) Wearing Apparel
The Employer shall furnish a smock or an apron to each employee and shall pay for the laundering of same.

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, cleaned, laundered, repaired or given similar services connected with the upkeep thereof free of cost to the said employee by the Employer and no deduction from the wages of the employee, or other charge upon the employee, shall be made by the Employer for such uniform or special article of wearing

apparel or for the cleaning, laundering, repairing or upkeep thereof.

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.

(d) 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.

(e) Time Off to Vote

The Employer agrees that **they** will fully comply with any law requiring that employees be given time off to vote.

(f) Polygraph Tests

The Employer agrees that polygraph or similar lie detector tests will not be used.

(g) Information

Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Employer agrees to co-operate to supply such information back to a period of two (2) years or such longer time as may be required to establish 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.

(h) 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 their position to maintain the proper operation of the store.

(i) 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.

(j) Deemed Time Worked

Unless otherwise specified, paid vacations and statutory holidays for all employees shall be considered as time worked for all purposes of the Collective Agreement.

(k) Lockers

The Employer will continue to provide locker space for Employees to store their personal belongings.

(l) Bulletin Boards

Bulletin Boards will be supplied by the Union and will be placed in lunchrooms or other area 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.

(m) Human Rights

The Employer and the Union jointly recognize the right of employees to work in an environment free from harassment and discrimination as defined by the *B.C. Human Rights Code*. The Employer will publish a Policy against harassment and discrimination after consultation with the Union. The Employer and the Union agree to ensure that their respective policies on harassment be available to all employees.

(n) 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.

(o) 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 **Union Representative or shop steward**. 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 20(i), the interview shall 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.

The Parties agree that pursuant to Section 20(p), the following provisions shall govern:

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

A copy of all such formal notices of discipline (i.e.: written warnings, suspensions and discharges) shall be given to the Union through the Shop Steward.

(p) 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 19 of this Collective Agreement, by bypassing all other steps in 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 **their** 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 significantly the basis upon which the Collective Agreement applies.

(q) Employee Discount

All employees and one (1) designated intimate partner who resides with the employee, are entitled to a ten (10)% discount on store merchandise purchased at any Triwest Foods Ltd. location.

SECTION 21 – Health And Safety

- a) The Employer agrees to maintain Health and Safety Standards as set forth in the WCB Health and Safety Regulations. The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees. **In addition, the Company's safety programs will continue to promote injury prevention, awareness and education of safe work procedures, and ensuring all store management comply with all WorkSafe BC's OHS regulations.**

This will include but not be limited to providing the Union with the details of the Employer's Violence in the Workplace initiatives. The Employer will apprise the Union of any violent incidents that may occur provided any employee's right to privacy is not compromised.

b) Annual Education

Each member of the OHS committee is entitled to attend an annual educational leave totaling eight (8) hours, or a longer period if prescribed by regulation, for the purposes of attending occupational health and safety training courses conducted by or with the approval of WorkSafe BC. The Employer will ensure that every member of the OHS committee utilizes this entitlement on an annual basis.

(c) Work Accommodation

Where required, the Employer will work with the Union where it appears that accommodation of an employee may be necessary. The Parties agree to meet to discuss and resolve issues concerning said accommodation files.

The Employer agrees to advise employees requesting an accommodation that they can seek support from the Union in relation to the same.

(d) **Drug and Alcohol Assistance Program**

The Employer and the Union recognize that drug and alcohol abuse and dependency can have serious negative impacts on both the Employer and the employee. The Employer agrees to advise employees suffering from drug and alcohol abuse or dependency that they can seek support from the Union in relation to the same. To the extent the Union becomes involved in such issues, 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 or dependency.

SECTION 22 – Time Off For Union Business – Store Visits

- (a) **Union Business:** 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
- **Two (2)** employees.
- (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 **two (2)** employee from any one 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.

Time off for Union business, as requested in writing by the Union, shall be considered as time worked for all purposes of the Collective Bargaining Agreement (except for time in excess of eight [8] hours on each day while off on Union business) and shall be calculated as an accumulation of hours for the Employer and the Union on a weekly basis.

The Employer shall not schedule ATO's and/or days off when granting time off for Union business unless specifically requested by the Union.

The parties further agree that the rate of compensation for time off of more than seven (7) days shall be reimbursed by the Union as follows:

Eight (8) days to thirty (30) days = Wages plus twenty percent (20%)

Thirty-one (31) days to sixty (60) days = Wages plus thirty percent (30%)

Sixty-one (61) days or more = Wages plus forty percent (40%)

Negotiating Committee members will be exempt from the above calculations, restrictions and reimbursement formula while involved in the collective bargaining process. Leave of absence and reimbursement procedures for Negotiating Committee members will not exceed twenty percent (20%).

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. In the case of full-time employees, the Union shall pay an additional ten percent (10%) in lieu of A.T.O.

(b) Store Visits of Union Representatives

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

The interview of an employee by a Union Representative 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 not practical,
3. During regular working hours. Time taken for such an interview in excess of five (5) minutes shall not be on Employer time, unless with the approval of management.
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 18 of this Agreement. It is understood the Union Representative may attempt to resolve problems through the store management prior to implementation of Section 18.

(c) Shop Stewards Recognition

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

The Union Representative and Human Resources must approve any arrangement between the Shop Steward and Store Manager on behalf of the parties.

The Employer agrees that within the first three (3) months of their start date, the Stewards shall be given reasonable time to meet with new hires and provide an overview of Joint Labour Management and the role of Shop Stewards. Such time shall be scheduled with the Store Manager, subject to operational needs.

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

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

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

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

1. Where there are less than fifty (50) employees in a store
 - a minimum of one (1) Shop Steward.
2. 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.

3. 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.
4. Joint Union/Management Meetings: The Employer and the Union agree to hold Joint Union/Management meetings as needed - only with Union Representative present. The purpose of these meetings is to promote a harmonious relationship between management and the employees at store level.

SECTION 23 - Expiration And Renewal

This Agreement shall be for the period from date of ratification to and including **March 31, 2028**, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding **March 31, 2028**, or any subsequent anniversary date thereafter to:

- (a) Terminate this Agreement, in writing, effective March 31, 2024 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 gives notice of strike in compliance with the *Labour Relations Code of British Columbia*, or
- (2) The Employer gives notice of lockout in compliance with the *Labour Relations Code of British Columbia*.

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

SIGNED THIS 29 DAY OF May, 2025.

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



Patrick Johnson, President

**FOR THE EMPLOYER
TRIWEST FOODS LTD.**

Kelly Smith

Kelly Smith (May 29, 2025 16:29 PDT)

LETTER OF UNDERSTANDING #1 – Re: New Banners

In the event Triwest Foods Ltd. decides to open stores operating under a new banner, that are different in size of operation from its conventional stores, the employer will enter into negotiations with the Union to develop a Collective Agreement that is appropriate for the type of business contemplated.

Should a dispute arise as to the terms of the Collective Bargaining Agreement, the items in dispute shall be referred to a final offer selections process.

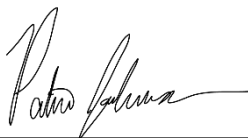
SIGNED THIS 8th DAY OF December, 1998.

RENEWED THIS 3RD DAY OF JUNE, 2022.

RENEWED THIS 28th DAY OF November, 2024.

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

**FOR THE EMPLOYER
TRIWEST FOODS LTD.**



Patrick Johnson, President

Kelly Smith

Kelly Smith (May 29, 2025 16:29 PDT)

LETTER OF UNDERSTANDING #2 Re: Joint Seminars for Store Management and Shop Stewards

Once the Collective Agreement is complete, the Company and the Union shall **make reasonable efforts to explain the changes within the new Collective Agreement to employees in the Bargaining Unit.**

SIGNED THIS 20th DAY OF April, 2009.

RENEWED THIS 3RD DAY OF JUNE, 2022.

RENEWED THIS 28th DAY OF November, 2024.

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

**FOR THE EMPLOYER
TRIWEST FOODS LTD.**



Patrick Johnson, President

Kelly Smith

Kelly Smith (May 29, 2025 16:29 PDT)

LETTER OF UNDERSTANDING #3 - Re: Interpretation of Section 9(e) Bereavement/ Funeral Leave

The following information is provided to both managers and employees to help with the interpretation of sections and clauses contained within the Collective Agreement. It is how the company will administer those that have the potential or have been a cause for misunderstandings. This will ensure that all employees who are covered under the same Collective Agreement are treated fairly and consistently.

SECTION OR CLAUSE

The Funeral/Bereavement Clause (Section **9(e)**) contained within the Collective Agreement was intended as a guarantee that no employee would suffer the loss of any wages due to the death of one of the relatives indicated. With this in mind, the Clause will be administered in the following manner

UP TO THREE (3) DAYS – PARAGRAPH ONE

An employee may have an entitlement of up to three (3) days of Funeral/ Bereavement leave. The three days of paid leave may be granted in the event of the death of a 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. The employee will receive approved Funeral/ Bereavement Leave if attending the funeral (service) beginning on the day of service unless otherwise specified in this interpretation. If the service is held within the City (GVRD) the employee will be granted a one (1) day leave. If the service is 250km or less from the GVRD, then the employee will be granted two (2) days of leave. Three days of leave will be granted in the event that the service is held in a location that is greater than 250km from the GVRD. The first day of the three days will be granted for the weekday before the service and the third will be for the next weekday after the service. If the employee will not be attending the service, they will be granted a Funeral/ Bereavement Leave of only one (1) day on the date of the service.

ONE (1) WEEK – PARAGRAPH TWO

An employee is entitled to one (1) week of Funeral/ Bereavement Leave in the event of the death of a spouse, father, mother, child, brother, sister, current step-mother, or current stepfather. Approved Bereavement Leave will start the next calendar day after the employee was notified or could have been notified of the death. In the event that the employee is notified prior to starting their shift the first day will be approved for the same day. A reasonable test will be applied to the “could have been notified” portion of this interpretation. The leave will be approved for the seven (7) continuous calendar days starting with the first day of the leave as set out above.

Part-time employees who are approved for one (1) week of Funeral/ Bereavement Leave will receive pay based on the following. The pay will be based on the average of the previous four (4) weeks they worked. If there was an approved vacation period during those four (4) weeks, they will be removed and an equal number of weeks will be added into the calculation from the period immediately prior to the vacation.

PARAGRAPH THREE

The above noted dates will be the only dates that Management will recognize as starting

dates for the purpose of approving Funeral/ Bereavement Leave. Special circumstances regarding travel arrangements may be considered by management when approving the starting date for this leave. The employee's schedule will not be altered for the purpose of receiving a paid Funeral/ Bereavement Leave. You will only receive paid leave for those days that you were scheduled to be working but were not able to because of an approved leave under this clause. An employee's approved vacation or unpaid time off from work will not be reversed or changed for the purposes of this clause. Provided operational requirements allow it, an employee may be able to extend either period of the Funeral/ Bereavement leave using any of the paid or unpaid leaves they would normally be entitled to under the Collective Agreement.

Management has the right to request confirmation of the above dates, therefore, an employee may be required to provide acceptable proof if asked. If acceptable proof cannot be provided, the employee will not receive paid Funeral/ Bereavement Leave.

The following examples will illustrate how this clause will be administered.

Schedule

Sunday (a)	Monday (b)	Tuesday (c)	Wednesday (d)	Thursday (e)	Friday (f)	Saturday (g)
Off	Off	8:00 to 4:30	8:00 to 4:30	8:00 to 4:30	ATO	8:00 to 4:30

Example 1

Using the above schedule, the employee's grandmother has passed away on the Thursday before this schedule and the funeral is on Tuesday (c). The funeral is in Burnaby. The employee is entitled to 1 day of Bereavement Leave with pay for Tuesday (c).

Example 2

Using the above schedule, the employee's grandmother has passed away on the Thursday before this schedule and the funeral is on Tuesday (c). The funeral is in Hope. The employee is entitled to 2 days of Bereavement Leave with pay for Tuesday (c) and Wednesday (d).

Example 3

Using the above schedule, the employee's grandmother has passed away on the Thursday before this schedule and the funeral is on Tuesday (c). The funeral is in Edmonton. The employee has an entitlement of up to 3 days of Bereavement leave with pay. They would only receive pay for Tuesday (c) and Wednesday (d). Monday (b) is a scheduled day off; it would remain as a scheduled day off.

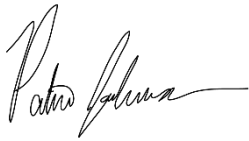
Example 4

Using the above schedule, the employee's grandmother has passed away on the Thursday before the schedule and the funeral is on Thursday (e). The funeral is in Edmonton. The employee is entitled to 3 days of Bereavement Leave with pay for Wednesday (d), Thursday (e) and Friday (f) – note that the ATO will be reversed, and the employee will receive a Bereavement Leave day with pay for Friday (f).

RENEWED THIS 3RD DAY OF JUNE, 2022.

RENEWED THIS 28th DAY OF November, 2024.

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



Patrick Johnson, President

**FOR THE EMPLOYER
TRIWEST FOODS LTD.**

Kelly Smith

Kelly Smith (May 29, 2025 16:29 PDT)

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