COLLECTIVE AGREEMENT

Between

SAVE-ON-FOODS, a division of Pattison Food Group Ltd.

(SAVE-ON-FOODS)

And

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

April 1, 2023 to March 31, 2028

Re-Opener Ratified by member vote: **May 8, 2026**

USW
LOCAL 2009

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MEMORANDUM OF SETTLEMENT MADE THIS 23rd DAY OF APRIL, 2026

BY AND BETWEEN: **SAVE-ON-FOODS, a division of Pattison Food Group Ltd.**

(hereinafter referred to as the "EMPLOYER")

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

(hereinafter referred to as the "UNION")

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

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

Preamble – Land Acknowledgement

UFCW 1518 and Save-On-Foods gratefully acknowledge and respect that we live and do business on the unceded territories of the First Peoples of Turtle Island. These lands are colonially known as the province of British Columbia, Canada.

We support Truth and Reconciliation through our shared values, education, history, wisdom, and traditions from the past and present, for future generations.

SECTION 1 – Shared Values and Senior Leaders Meetings

1.01 Shared Values

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

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

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

Trust
- We are committed to act with integrity and honesty
- We will hold ourselves accountable for our actions

- We will not pass judgment without discussion

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

1.02 Monthly Senior Leaders Meetings
The parties have committed to a process whereby senior officials from the Union and Employer **may** meet on a monthly basis to discuss new business developments and other significant issues with the interest of resolving disputes on an expedited basis. The parties have appointed Arbitrator Mark Brown, Ken Saunders, Chris Sullivan**, or any other agreed to Arbitrator,** to be scheduled within two (2) weeks of **a** meeting to deal with any interpretation issues that remain unresolved.

SECTION 2 – Bargaining Agency

2.01 The Employer recognizes the Union as the sole and exclusive Collective Bargaining Agency for all employees in the Zone 1**, 2 and 3** bargaining unit**s** for the present and future Save-On-Foods stores owned and/or operated by the Employer in the Province of British Columbia, with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement, save and except excluded personnel and employees under separate certificate. In future stores the Collective Agreement shall be binding on the parties effective the date of store opening.

Zone 1 Bargaining Unit (includes the geographic area from Hope to Whistler)
Zone 2 Bargaining Unit (the rest of British Columbia outside of Zone 1)
Zone 3 Bargaining Unit (Script Care Facility)

SECTION 3 – Union Shop and Deduction of Union Dues

3.01 The Employer agrees to retain in its employ, within the Bargaining Unit as outlined in Section 2 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said 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.

3.02 The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee their responsibility in regard to Union membership and outlining the provisions of Section 9.2**9** of this Agreement, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Employer will have new employees sign the 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. The Employer further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.

3.03 Conflict of Interest
An employee shall avoid any conflict with the interest of the Employer.

A conflict of interest includes an obligation in a relationship with any person or organization which competes or does business with the Employer that could affect the employee's judgment in fulfilling their responsibilities to the Employer or which could affect the Employer's business interests.

3.04 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 Employer further agrees to automatically deduct Union dues from the wages of all new employees. The Union will supply an appropriate form to the Employer so that new employees, at the time of hire, will authorize Union dues deductions. This form will be applicable from the time the employee commences employment until such time as the Union submits an official Dues Checkoff to the Employer. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed Authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four 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 – Growing Our Future Meetings

Purpose

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

Guiding Principles

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

Scope

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

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

Suggested Topics FOR Discussion:

- Sharing Ideas on Improving Customer Service/Growing Sales in the Store
- Solution-based discussion on any issues of concern that are raised
- Community Outreach by UFCW 1518 and/or **Pattison Food Group.**
- Management Update on Store and Company's Overall Performance

- Discussion on Contract Items (if there are questions on a specific area in the CBA)
- Topic of the Month (discuss Collective Agreement language on the specified Topic of the Month to be selected by a joint committee – see last page of this document)
- Appreciation and Recognition (identifying things that are going well and/or people that should be recognized and appreciated)

Topics NOT for Discussion:

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

Meeting Structure

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

- Meetings shall be scheduled in advance and on a monthly basis in every store and shall not be rescheduled unless mutually agreed.
- Shop Stewards and Store Management will be scheduled to attend the meetings.
- A monthly schedule of meetings shall be confirmed during the January Growing Our Future meeting.
- Schedule members from various departments to attend meetings on a rotating basis to increase exposure of the process to all people in the store.
- Guests/Observers who volunteer to attend will be scheduled whenever possible to encourage employee participation.
- Union Representatives/LR Specialists are invited to attend the meetings.
- Responsibility for chairing meetings is to alternate each meeting between the Union and Management (all participants will be encouraged to take a turn as the chair). Shop Stewards will be permitted adequate time during a regularly scheduled shift to prepare an agenda in advance of meetings where the Union is the chair.
- Follow up and follow through on commitments in a timely and respectful manner.
- Meeting minutes are to be taken, agreed to and signed off by a Shop Steward and Management and then submitted to UFCW 1518 and **Pattison Food Group** Head Office by the end of the following business day.

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

Communication

- Meeting minutes are to be posted on the Union Board and Store Communications Board for all employees to read.
- The participants of the committee are to develop a timeline of completion for any action items that arise out of the meeting.
- Discussion on topics from the meeting should be followed up on in between meeting dates to ensure there is communication and follow up between the parties.
- Throughout the process participants are to hold each other accountable to the Shared Values and Goals by communicating concerns in this process.

Roll-Out

- A representative from both **Pattison Food Group** and UFCW 1518 will be responsible for providing support and guidance in the roll-out of this process. This will include an initial

orientation to the meeting structure, and this team will continue to be a resource to any store that requires assistance (i.e. 6 months -12 months).

- These representatives will review the monthly meeting minutes and follow up with specific stores if there are any questions or concerns that need to be addressed.

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

SECTION 5 – Shop Steward Recognition and Store Visits of Union Representatives

5.01 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.

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 Employer 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.

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

Shop Stewards may introduce new members to the Union within the first three (3) months of an employee's start date.

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.

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 **Shop Steward or a** witness of their choice. If during any other

private corrective interview with Management it is determined that there will be a discipline report on the employee's record or the employee feels there is a violation of Section 19.09, the interview shall be temporarily suspended so that the employee may call in a **Shop Steward or a** witness of their choice. Any witness used by the employee in the above situations will be another employee working in the store at the time the interview is being held. It is understood the witness is an observer and not a participant.

A copy of all **suspension and discharges shall be given to the Union through Store Management. All other corrective action reports shall be given to the Union through the Shop Steward.**

The Parties agree that subject to the foregoing language, during Discipline Interviews only, and not security interviews, the Shop Steward/witness will be briefed in advance of the meeting with the employee.

5.02 Store Visits of Union Representatives

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

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

A. Carried on in a place in the store that does not interfere with regular business operations.

B. Held whenever possible during the lunch period; however, if this **is** not practical,

C. 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.

D. 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 24* of this Agreement. It is understood the Union Representative may attempt to resolve problems through the Store Management prior to implementation of *Section 24*.

5.03 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:

A. Up to one hundred (100) employees in the Contract Area
   - one (1) employee.

B. For each additional one hundred (100) employees or part thereof in the Contract Area
   - one (1) employee but not to exceed a total of nine (9).

C. Not more than one (1) employee from any one (1) store.

The Union shall notify the Employer at least two (2) weeks in advance of the commencement of all such Leaves of Absence.

Upon at least two (2) weeks' notice the Employer shall grant a Leave of Absence for purposes of Union business to one (1) employee for 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 A.T.O.'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 be in accordance with the past practices of the parties.

The limitations described in *Section 5.03* (A, B, and C) are affirmed, except that the limit of one employee per store does not apply where the Union requires more than one Executive Board member from a store.

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:

A. One (1) employee from each store of the Employer shall be granted time off.

B. Fifty (50) or more employees in the store
   - two (2) employees shall be granted time off.

C. 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.

SECTION 6 – Management Structure

Guiding Principles

- The parties have renewed their commitment to reduce the overall number of 'management' positions as compared to the 2013 management structure.

- Through attrition add a Centre of Store Department Manager.

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

- A Management Trainee position will be filled by EOP and hours are not subject to claim. The Employer is committed to placing a priority on selecting internal applicants for a Management Trainee position.

6.01 Exclusions Per Store

Store Manager
Pharmacists as required by the Employer*
Up to two (2) Assistant Store Managers
Pharmacy Manager*
Operations Manager

_____
** Applies only if a Pharmacy exists in the store.*

An Operations Manager is only permitted in stores that have at least seventy-five (75) employees or in the place of an Assistant Store Manager in a store. Bargaining unit employees employed at ratification 2023 shall not have their hours impacted as a result of the implementation of this position.

The primary function of exclusions (except Pharmacists) in the Collective Agreement shall be managerial in nature.

6.02 Key Personnel

Key Personnel is defined as bargaining unit employees who have the following titles:

a) Supervisors (average 2 per store)
b) Department Managers: Bakery, Deli, Meat, Produce, Centre of Store, E-Commerce, Wine and Restaurant
c) Assistant Department Managers: Bakery, Deli, Meat, Produce, Restaurant, and Centre of Store (2)
d) Team leaders: E-commerce and Coffee

The Employer may leave any of the above positions vacant.

6.03 Bargaining Unit Supervisors and Department Managers

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

1. Shall be placed on a weekly salary, with no ATO, and shall be considered management under the *Employment Standards Act* and thereby exempt from overtime requirements**,** subject to the exceptions in point 2 below.

2. Any employee in a salary Department Manager or Supervisor position shall be on a weekly salary. The intent is that these employees will work forty (40) hours per week and eight (8) hours per day on a regular basis; however, there may be circumstances where this varies occasionally. Employees shall be paid time and one half for all hours worked over forty (40) in a basic work week (Sunday to Saturday) and they shall be eligible for time and one half hours worked on statutory holidays.

3. Hours worked by Supervisors or Department Managers shall not be subject to claim.

4. Supervisors and Department Managers shall be permitted to perform any duties within the store

5. Pre-2013 Department Managers, Assistant Department Managers and Assistant Operations Managers to remain red-circled in their existing positions and maintain their existing terms of employment (area of responsibility, wages and benefits).

6. **Successful Grid A candidates will** forgo their ATO benefit and shall be paid the corresponding Part-time hourly rate of pay converted to a weekly salary.

7. Employees promoted to these positions shall be paid a weekly salary of **$1,040** for Supervisors and Department Managers.

8. These salaries shall be reviewed by the Union and Employer on an annual basis.

   All active Supervisors and Department Managers (excluding Grid A) on the below dates shall receive the following off-scale increase to their salary.

April 2, 2023	$0.60 per hour
First Sunday in June 2024	$0.60 per hour
First Sunday in June 2025	$0.60 per hour
First Sunday in June 2026	$0.**65** per hour **or new salary of $1,040 (whichever is higher)**
First Sunday in June 2027	**$3.50%**

9. Existing Grid A employees promoted to Department Manager or Supervisor shall not be required to accept the weekly salaries referenced above. If selected for the position after ratification 2013 these employees shall be red-circled at their existing rate (not the pre-2013 Grid A department rate) with that rate converted to a salary with no ATO – they will be eligible for the same incentive and the same future monetary adjustments provided to Grid A employees.

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

Equal Opportunity: The Employer will provide all employees with equal opportunity to fill vacant Key Personnel positions.

The parties confirmed in bargaining 2018 that all salaried Department Managers and Supervisors are required to record all time worked. The parties also confirmed in bargaining 2018 that the intent is for salaried Department Managers and Supervisors to work forty (40) hours per week. There are unique circumstances in which it may be required for salaried managers to work more than forty (40 hours per week).

6.04 **Promotions and Transfers** to Exclusions

When an employee is promoted **or transferred** into an excluded position with the Employer it is agreed that the employee will be considered to have taken a two (2) year leave of absence from the **Bargaining Unit**. This leave of absence is granted one time only. In the event the employee elects to return to the **Bargaining Unit** within the two (2) year leave of absence time period the Union and the Employer shall meet to determine where the employee will be returned **with a placement that provides the least impact on other employees.**

6.05 Step Down/Demotion Process

The following provision applies to all employees who hold a Key Personnel position.

Employees who step down or are demoted shall revert back to their previous non-key personnel classification and remain in their current store, or upon mutual agreement, the employee may be placed in a store where there is minimal impact on employees' hours in the selected store.

Where the step down causes concern, the Union and Employer shall meet to mitigate the unforeseen circumstances resulting from the step down.

6.06 Key Personnel Red-Circled at Ratification 2013 (March 23, 2013)

The following provisions apply only to employees who were in designated Key Personnel positions at ratification March 23, 2013 (i.e. existing incumbents):

The Employer and the Union agree the following positions shall be considered *red-circled* "Key Personnel" positions:

Produce Manager	Bakery Manager
Meat Manager	Deli Manager
Assistant Operations Manager	Assistant Department Managers

Existing incumbents to remain red-circled in their existing positions and maintain their existing terms of employment (area of responsibility, wages and benefits).

The following wage scale is for existing incumbents who were red-circled in Department Manager positions at ratification 2013 (March 23, 2013):

F/T	P/T
$29.02	$30.31

Existing incumbents may elect to forgo their ATO benefit and shall be paid the corresponding Part-time hourly rate of pay converted to a weekly salary.

Key Personnel Red-circled at Ratification 2013 shall receive the following annual off-scale wage increases:

First Sunday in April 2020	$0.35
First Sunday in April 2022	$0.40

1. The Employer may elect to keep a *red-circled* "Key Personnel" position vacant and transfer management responsibilities to another *red-circled* "Key Personnel" or management position; however, this does not give the Employer the right to shift the *red-circled* "Key Personnel" position to another department in the store.

2. There shall be no claim against an employee's hours of work within the employee's classification as long as the employee holds a *red-circled* "Key Personnel" position,

6.0**7** Management Structure - Relief Rates and Premiums
The following language only applies to employees designated in a "Key Personnel" position at ratification 2013 (March 23, 2013):

A. Assistant Operations Managers designated by the Employer shall receive a premium of one dollar and twenty-five cents ($1.25) per hour for each hour worked.

B. Bakery Assistant Managers designated by the Employer shall receive a premium of one dollar and twenty-five cents ($1.25) per hour for each hour worked.

C. **Grid A Assistant Produce Managers relieving a Produce Manager absent for two (2) or more full shifts (8 hours) shall receive an additional one dollar ($1.00) per hour for all hours worked while performing relief duties.**

D. *Assistant Deli Manager*
The following applies ONLY to employees designated as an Assistant Deli Manager at ratification 2013 (March 23, 2013):

A designated Assistant Deli Manager who relieves the Deli Manager shall receive fifty-seven cents ($0.57) per hour for each full eight (8) hour shift.

E. *Assistant Meat Manager*
The following applies ONLY to employees designated as an Assistant Meat Manager at ratification 2013 (March 23, 2013):

A designated Assistant Meat Manager shall receive an additional twenty-three dollars ($23.00) per week or one dollar and twenty-one cents ($1.21) per hour for time during which they relieve the Meat Manager, whichever is greater.

F. Management Trainees shall receive a premium of one dollar ($1.00) per hour for all hours worked. Management Trainees shall receive the Department Manager Salary for any complete week in which they relieve the Department Manager for any absence of one or more complete weeks in duration.

6.0**8** Assistant Department Manager and Team Lead including E-commerce, Coffee wage scale:

All active Assistant Department Managers and Team Leads (excluding Grid A) on the below dates who are at **step 7** or higher shall receive the following off scale increase:

April 2, 2023	$0.60 per hour
First Sunday in June 2024	$0.60 per hour
First Sunday in June 2025	$0.60 per hour
First Sunday in June 2026	**$0.65 per hour or new top rate of $22.60 (whichever is higher)**
First Sunday in June 2027	**3.50%**

Assistant Department Manager/Team Lead Wage Scale

Step	Hours		Current	June 1, 2026
1	0	1040	$18.50	$19.25
2	1041	2080	$19.00	$20.00
3	2081	3120	$19.50	$20.50
4	3121	4160	$20.00	$21.00
5	4161	5200	$21.50	$21.75
6	5201	6240	$21.70	$22.25
7	6241	7280	$21.85	$22.60

Existing Assistant Department Managers and Team Leads will move to the next highest rate that is at least fifty cents ($0.50) higher than their current base rate of pay to a maximum of step 7 effective June 1, 2026.

Effective the first Sunday in June 2026, Assistant Department Manager (ADM) or Team Lead (TL) who are at step 7 on the TL/ADM wage scale and have completed 7280 hours, shall be paid one dollar per hour ($1.00/hr) premium for every hour worked in that position. Should they step down or are demoted from this position, the premium will no longer apply.

Any clerk who is promoted into an Assistant Department Manager or Team Lead position shall be placed at the next highest rate that is at least one dollar ($1.00) higher than their current base rate of pay to a maximum of step 7. In cases where their clerk base rate of pay is at or above the step 7 rate, they shall immediately qualify for the dollar an hour ($1.00/hr) premium outlined above in this Section.

This scale shall be reviewed by the Union and Employer on an annual basis.

SECTION 7 - Clerks Work Clause

7.01 Subject to exclusions in *Section 6.01* 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 United Food and Commercial Workers Union, Local 1518, with the following exceptions:

A. Excluded Personnel as listed in *Section 6.01* of this Agreement and Head Office 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.

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

B. The following salespersons or vendor representatives shall engage in the handling and selling of merchandise in the retail stores of the Employer:

   1. Primary Pop Vendors (currently Coca Cola and Pepsico)
   2. Primary Chip Vendors (currently Old Dutch and Frito Lay)
   3. Primary Bakery Vendors (currently Wonder Brands and Canada Bread)

   The above salespersons or vendor representatives shall be permitted to perform work in each store to a combined maximum of one and one-half percent (1.5%) of each store's total weekly bargaining unit hours. Vendors shall be required to sign in and out and that shall be accessible upon the Union's request. Any concerns regarding salespersons or vendor representatives exceeding these hours shall be addressed at the store Growing our Future Meeting and Senior Leaders meeting each month.

C. **Third Party Shopper Vendors (meaning any app-based or digital platform - e.g. Instacart, DoorDash, Uber Eats, etc.) acting on behalf of their customers are permitted. Currently, Third Party Shopper Vendors utilize the point-of-sale (POS) system. Any future change in the way these transactions are processed will not be used to reduce the bargaining unit hours of employees employed at the time of implementation. Section 19.17 Changes in Work Operation shall be used to resolve any applicable concerns related to Third Party Shopper Vendors.**

D. **Carlton Cards may assist in seasonal merchandise changeovers.**

   A member of the bargaining unit must work alongside the Carlton Cards representative on all aspects of the seasonal card changeover.

   Carlton Cards representatives will not perform seasonal card changeover work alone under any circumstances.

   After the initial seasonal changeover, all replenishment work related to seasonal card merchandise shall be performed exclusively by bargaining unit members.

   Counting Carlton Cards inventory is not considered bargaining unit work. Any inventory counts required for Carlton Cards merchandise shall be performed

exclusively by Carlton Cards representatives and will not form part of bargaining unit duties.

E. Salespersons handling bakery specialties products (if merchandise is carried in the truck).

The term "Salespersons handling bakery specialties products" is meant to be similar In concept to the term "Rack Jobber" and covers such operators as Mrs. Willman's and Rotary Pies, but neither the term "Rack Jobber" nor the term "Salespersons of bakery specialties products" is considered to mean Bread Driver Salespersons such as Weston's, Mother Hubbard's or Venice. However, it is permissible for Driver Salespersons of these companies to stock sweetgoods products such as butterhorns, cakes, doughnuts, etc., providing such products are carried with them in their trucks.

F. Demonstrators

G. Special Personnel assisting prior to the store opening and during major store remodeling.

H. 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.

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

Sales Representatives may remove their own company's product unsuitable for sale from shelves or display cases**.**

I. The Employer agrees that at no time will Truck Drivers be permitted to work in the sales area or in the stockroom of the store, except in the loading and unloading of trucks as noted below. The Union agrees that the long established method of receiving deliveries of produce is satisfactory to the Union.

J. 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 Clerks Work Clause in any one store, the following penalties shall apply:

1. First violation
   - a written warning from the Union will be given to the Employer.

2. Second violation within the twelve (12) month period following written notice as per Point 1.
   - a two hundred dollar ($200.00) fine.

3. Third and subsequent violations within the twelve (12) month period

- a three hundred dollar ($300.00) fine for each violation.

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

Where the Employer has been fined, such fine is to be dispatched to **Members Emergency Fund.**

K. The Employer agrees that Key Personnel and management **can** perform **bargaining unit** work from time to time**, but** their primary function is supervisory in nature.

SECTION 8 – Seniority

8.01 Seniority shall mean length of continuous service with the Employer in British Columbia.

For clarification, continuous service shall include all Leaves of Absence from work pursuant to the Collective Agreement, e.g. vacations, accident/illness, Leaves of Absence, etc.

Employees shall retain and continue to accrue seniority during such absences.

Where two (2) or more employees commence work on the same date in the same store, their seniority ranking shall be determined within 30 thirty days.

In the event an employee transferring into a store has the same seniority date as an existing employee, the incoming employee will be placed at the bottom of the ranking list for that seniority date.

In the event that scheduling groups within a store are merged resulting in two (2) or more employees with the same seniority date, career hours at the time of the merge shall be used to determine seniority ranking. This test would be applied to the employees ranked #1 in each classification, then to those ranked #2, and so on.

8.02 Full-Time Employee

An employee who has worked an average of at least thirty-six (36) hours per week during a thirteen (13) week consecutive period shall be considered full-time.

An employee's full-time status shall be notated on the posted schedule.

8.0**3** Layoff and Recall

Seniority shall govern in cases of layoff and recall, provided the employee has the ability to perform the work required. Employees shall be recalled by classification as required.

A. 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.

B. The foregoing shall not apply to:

1. Employees employed in "Key Personnel" positions who are not scheduled by company seniority.

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 rehired in accordance with *Section **8.03** (B)* above shall retain their previous length of service for the purposes of this Section and *Section 17*.

8.0**4** Reduction of Hours

Where there has been a reduction of hours worked in a store of more than twenty percent (20%), part-time employees whose hours have been reduced significantly, will be granted a transfer to another store in the province area in order to maximize their hours under the following conditions:

1. The decrease in hours worked shall be measured over a period of eight (8) consecutive weeks, compared to the same time period in the previous year.

2. In developing a solution, the Employer and the Union shall seek to minimize the impact of part-time employees transferring to other stores in the province. An employee will not transfer to a store or department which has experienced a similar reduction of hours.

8.0**5** Closure of a Department

As a result of a Specialty Department **or Silo Department** closure, the following options are available to employees residing in the department deemed to be closed.

OPTION A - Transfer to Another Store in the Same Department

- All employees may exercise their Specialty Department classification seniority within the bargaining unit in order to maintain employment in their current classification.

- Employees exercising their seniority within the bargaining unit will retain their current rate of pay and maintain credit for all experience hours within the Department classification.

- Employees exercising their seniority to move into another store will then be scheduled by seniority in their new store.

OPTION B - Transfer to Different Classification in the Same Store

- Employees **will be placed on the Cross Classification schedule with their seniority.**

OPTION C - Severance Pay for Employees in a Closed Department

- Severance pay for those employees electing to leave the Company's employ as a result of their department closure.

- As per *Section 18.01* of the Collective Agreement for full-time *Grid A* employees.

- As per the Employment Standards Act for part-time employees.

- Employees selecting the severance package shall forfeit all rights to continued employment with the Employer.

8.0**6** Sale or Closure of Store

A. In the event of the sale or closure of a store, all employees shall be able to exercise their seniority in other stores of the Employer throughout **the Bargaining Unit.**

B. Within thirty (30) days of an announcement to close a store, employees who wish to exercise their seniority under this clause will be required to declare in writing to which store(s) in the province they wish to transfer.

   After this thirty (30) day window the Employer and the Union shall meet to determine where employees will be transferred when the store is closed. The principles governing this meeting are that employees will be granted their request by seniority and stores accepting these employees will only be required to absorb up to five percent (5%) of their current employee count into their store.

C. In the event that the Employer closes a retail store resulting in employee(s) losing their employment, the Employer agrees to give the employee(s) first consideration, based on continuous service with the Employer in British Columbia for rehire within their previous classification, before hiring any new employees. Upon rehire within the same classification, an employee shall receive full credit for previous experience for the purpose of establishing their rate of pay.

The recall and rehiring of laid off employees shall be accomplished as laid out below:

1. The employee shall keep current with the Employer their proper address and telephone number**.**

2. Notice of rehire or recall from the Employer shall be by registered mail to the employee's last known address.

3. Employees shall register with the Employer, on a form provided by the Employer, a list of which stores within the **bargaining unit** chain they wish to be recalled to. Laid off employees may also indicate to the Employer on this form that they wish to be recalled to any store in the chain and/or any new stores the Employer may establish.

4. Re-hire rights will be terminated after two (2) years have elapsed or when the former employee declines an employment offer.

5. Employees recalled shall be given seven (7) days' notice to respond to the Employer's notice and seven (7) days to report for work. Such time periods may be extended by mutual agreement.

D. First Right of Refusal: In the event the Employer permanently closes a store (i.e., no Replacement Store is opened), it is agreed that the Union shall have the first right of refusal to purchase the store and operate it as an enterprise of the Union or some kind of employee cooperative.

8.0**7** Staffing New Stores or a Replacement Store

Employees transferring to a New or Replacement Store shall have their seniority date amended to reflect their company seniority.

When staffing new stores**:**

1. The Employer will determine the projected bargaining unit hours;
2. Available Positions are defined as twenty-five percent (25%) of these bargaining unit hours;
3. Available Positions shall be utilized to fill key personnel bargaining unit positions first;
4. 50% of the remaining Available Positions shall be posted;
5. If the Employer requires additional positions, bargaining unit employees shall be made aware of the opportunity through the Employer's Employment Opportunity Posting process (EOP);
6. The Employer shall post an additional two (2) postings within one (1) year of store opening;
7. The Employer shall post an additional one (1) posting within eighteen (18) months of store opening only in the event the store has achieved its projected sales target.

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 sixty (60) days.

8.0**8** No employee shall be transferred without mutual agreement between the employee and the Employer.

8.**09** Job Opportunity Postings

All employees will use their hire date to apply for job opportunities.

1. A Job Opportunity is created when a Grid A employee terminates employment or transfers to another store. The opportunity may be posted, in consultation with the union in another store in close proximity.

   Postings created by a Grid A transferring to another location will be limited to two (2) backfill postings.

2. Additional Job Opportunities shall be determined by the Employer in consultation with the Union. A Job Opportunity Posting will not be posted if it will put the store into financial hardship.

All **J**ob **Opportunities** will be posted to the province for ten (10) days. All employees are eligible to apply for Job Opportunity Postings. Positions shall be filled by seniority provided the employee is able to perform the normal requirements of the job. In cases where technical training is required (e.g. Pharmacy Assistant or Regulated Pharmacy Technician), the successful applicant must possess the appropriate experience or have successfully completed the approved training program (which is only available externally).

Employees that have opted out of cross classification work shall not be eligible to apply for postings in their own store.

The successful applicant shall not be eligible to apply for another posting for six (6) months.

A. The Job Opportunity Posting shall contain:

   i) the classification,
   ii) the store number and location, **and**
   iii) the closing date of the posting

B. The available position shall be posted in all stores within the province. Job Opportunity postings shall be posted on the first (1st) of each month for a period of ten (10) days. A notice of the posting will be forwarded to the Union at the time of the posting. Applicants may only apply online. A listing of the applicants and the successful applicant will be forwarded to the Union once the posting has been awarded.

C. Ability to do the job means ability to competently perform the normal requirements of the job following an appropriate familiarization period or, *where applicable*, an appropriate training and trial period. The Employer shall 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 to 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 their former position and wage rate, without loss of seniority and any other employee that has been promoted or transferred as a result of the posting shall similarly be returned to their former position.

D. All applicants must have attained six (6) calendar months seniority to competing for a Job Opportunity Posting.

E. Should a successful applicant decline the Job Opportunity Posting they will not be eligible to apply for a subsequent posting for a period of six (6) months.

F. The name of the successful applicant along with the applicant's seniority date shall be posted online within fifteen (15) days of the closing of the original posting.

G. Wages "Changes Of Classification"
Any employee who is a successful applicant for a Job Opportunity Posting and enters a new classification shall be placed at the next highest rate within the classification. In the event the successful applicant is at a rate of pay higher than the top rate in the new classification, they will receive the top rate for that classification and any applicable off-scale wage increases.

H. Key Personnel shall be able to apply for Job Opportunity Postings subject to the following terms. Key Personnel must complete a minimum of one (1) year of service in their key personnel role to be eligible to apply for a Job Opportunity Posting. In the event the successful applicant is in a key personnel position, the parties shall follow the same principles when managing step downs/demotions to determine rates of pay. Key Personnel will be deemed to have stepped down upon placement in the new position.

8.1**0** Transfer Opportunities

The parties agree to facilitate the movement of employees to other stores with the interest of providing employees **with** an opportunity to **work** closer to home. The following process shall be undertaken with the following principles in mind:

A. **C**ross classification employees with six (6) or more months seniority at the date of application will be invited to electronically indicate which stores they would like to transfer to on a bi-annual.

B. Transfers will be based on a 1 in, 1 out basis and shall be by seniority. By mutual agreement between the employee and Employer, employees who have electronically indicated their interest according to paragraph A, may choose to accept a one way transfer. One-way transfers must comply with paragraphs C to **E**.

An employee who has indicated interest under paragraph A, may decline a transfer request or remove their indication of interest at any time.

C. Transfers will not result in vacancies, back-fill vacancies, or postings.

D. Transfers will not put any stores into financial difficulty.

E. The parties will consider the impact on other employees' hours in the stores.

Any issues identified in the Transfer Opportunity process shall be addressed through the Provincial Growing Our Future.

SECTION 9 - Scheduling

9.01 **Scheduling** Principles

1. The parties are committed to scheduling that addresses the business needs of running a store with the right amount of hours, is cost effective, is simple to implement and administer, creates an opportunity for increased hours to assist employees in achieving a living wage, that is fair, and provides personal flexibility for employees.

2. Considers the ability for employees to be scheduled across more than one department to maximize hours, be more efficient, and to provide better service.

3. Provides a method in which hours of work are scheduled by seniority while ensuring incumbents' hours of work (in their pre-ratification 2013 classification) are not reduced as a result of more senior employees gaining more hours.

4. Provides the opportunity for team members to maximize their hours of work by daily maximization.

5. Provides flexibility for the Employer to manage the hours distribution at the bottom of the schedule to ensure sufficient employees are retained.

6. Confirm the need to keep some departments or classifications separate due to specific operational requirements.

7. Further to point 6, in the event the Employer introduces a new department or concept in consultation with the Union, the Employer may require the new classification or department to remain as a separate classification/department. Any seniority rights, rate of pay issues, or other related matters shall be reviewed and resolved by the parties.

8. The parties recognize the importance of ensuring the smooth operation of the store, including providing services required by customers. The parties agree employees may be assigned but not scheduled to perform work outside their classification or department. These employees shall not have their hourly rate of pay reduced while performing this work. Any issues arising from this clause will be referred to the Growing our Future meetings and/or Senior Leaders meetings to ensure consistency and compliance within the terms of the collective agreement.

The parties agree that employees in New Departments may apply for transfer to the Cross-Classification schedule at any time.

9.02 Cross Classification Work

Hours of work are scheduled by seniority within the group.

Clerk Cashiers at ratification 2013 shall keep their off-till duty ranking(s) and shall continue to maximize their hours in their current ranking.

The parties agree to continue Chris Sullivan's Feb 11, 2015 decision to advance off-till duty rankings as higher ranked off-till duty rankings are vacated, without the requirement for a Clerk Cashier to opt out of cross-classification work. There will be no new off-till duty postings.

Registered Pharmacy Technicians shall not participate in cross department work. Pharmacy Assistant hours in the dispensary shall not be subject to claim however the Pharmacy Assistants shall be permitted to participate in cross-department work, subject to the needs of the Pharmacy Department.

Wine Advisors' hours shall not be subject to claim however the Wine Advisors shall be permitted to participate in cross-department work, subject to the needs of the Wine Department.

The parties agree that employees in siloed departments may apply for transfer to the Cross-Classification schedule at any time.

Consistent with Section 9.01(8), the Employer requires some departments (i.e. Wine, Restaurant, Coffee) to remain scheduled as a silo department.

Any restaurant that opens after 2026 ratification shall be deemed as cross-classification work, unless the Employer notifies the Union that the restaurant is required to operate as a silo department.

The Employer shall unsilo three (3) current siloed Restaurant departments within ninety (90) days after ratification 2026.

9.03 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:

9.04 Basic Workweek

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

Sunday is considered the first (1st) day of the basic workweek and, in the event an employee worked in excess of the basic workweek,
the last such day or days worked in such weeks shall be considered as the day or days for which overtime applies.

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

Restricted Grid A employees who lift their restriction are able to proceed to full-time status based on their seniority**.**

9.05 *Overtime and Overtime Pay*

A. The hours in excess of the basic work week 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.

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

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

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

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

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

E. 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 or gift card.

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.

9.06 Statutory Holidays
The following days shall be considered statutory holidays:

New Year's Day	Family Day	Good Friday	Victoria Day
Canada Day	B.C. Day	Labour Day	National Day for Truth and Reconciliation
Thanksgiving Day	Remembrance Day	Christmas Day	Boxing Day

and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments, provided that all other major retail grocery stores close on any such holiday proclaimed and, further, that in the case of a statutory holiday proclaimed by a Municipality, only those stores of the Employer in that Municipality shall be affected by the requirements of this Section.

Commencing with their fifth (5th) week of employment, Grid A full-time employees **and salaried Key Personnel** shall receive forty (40) hours pay at straight time rates and shall work four (4) days, thirty-two (32) hours, including work on the statutory holiday, in a week in which one (1) statutory holiday occurs; three (3) days, twenty-four (24) hours, including work on the statutory holiday, in a week in which two (2) statutory holidays occur.

Time worked in excess of forty (40) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one half (1-1/2).

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

For employees hired on or after October 8, 1989, average hours worked in four (4) weeks preceding the week in which the holiday occurs:

Twenty (20) but less than twenty-four (24)
- Four (4) hours pay for each holiday

Twenty-four (24) but less than thirty-two (32)
- Six (6) hours pay for each holiday

Thirty-two (32) hours or more
- Eight (8) hours pay for each holiday.

For employees hired prior to October 8, 1989, average hours worked in four (4) weeks preceding the week in which the holiday occurs:

Sixteen (16) but less than twenty (20)
- Four (4) hours pay for each holiday

Twenty (20) but less than thirty-two (32)
- Six (6) hours pay for each holiday

Thirty-two (32) hours or more
- Eight (8) hours pay for each holiday.

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

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

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

If an employee is eligible for pay for a statutory holiday while on Weekly Income benefits, Workers' Compensation or Sick Leave, it is understood and agreed that the maximum amount of pay that they will receive from such sources for any particular day shall not be more than one hundred percent (100%) of their normal daily pay.

By the **full-time Grid A and salaried Key Personnel's** choice and mutual agreement of the Employer, Statutory Holidays may be scheduled in the week prior or the week following the week in which the Statutory Holiday occurs. Further, it is agreed that re-scheduled Statutory Holidays will be scheduled with a day-off or for full-time Grid A employees with A.T.O.

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

9.0**8** Daily Maximization

The parties have a shared interest in providing an opportunity for employees to access more hours of work. The Employer shall identify and schedule the longest shifts. These shifts shall be assigned to employees by seniority on a daily basis.

In the interest of creating stability towards the bottom of the schedule the parties have agreed that employees with less than **six (6)** months **of** seniority shall be scheduled in accordance with section**s** 9.01(5) **and 9.09.**

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 endeavor 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.

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 the 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.

9.0**9** **Weekly Maximization**

Within the first six (6) months of employment, employees shall be scheduled by weekly seniority, which means having as many hours, or more, by the end of the week than a junior employee.

Balancing of hours shall mean distributing hours throughout the week so that the Employer has more flexibility to call-in employees and occasionally redistribute shifts throughout the week. Where it is necessary to balance hours amongst this group, the employer shall not 'flat schedule', which means giving the group the same number of weekly hours, regardless of seniority.

Where a store has ten (10) or more newly hired employees with the same seniority date, the Parties agree to meet to manage the transition to daily maximization.

9.**10** Short Notice Shift Changes

All first day, short notice (illness or accident) employee absences shall be filled by the most senior employee(s) not scheduled that day who are not already scheduled for five (5) days in the week of absence. On second and subsequent days of confirmed absence due to illness, accident or for any other reason, the hours shall be scheduled by seniority.

"Short notice" is defined as when an employee notifies the Employer shortly before the beginning of their shift that they shall not be at work as a result of accident, illness or injury. 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 in the normal method, without changing the schedule.

Basically, "short notice" delineates a time period familiar to the parties and construed to be a day (i.e., 12:01 a.m. to 11:59 p.m.).

9.**11** Employee Availability

Only employees who restrict to thirty-two (32) or fewer hours per week shall have the option of submitting an Availability Form.

Employees who submit an Availability Form declaring the times and/or days they are available to work, must be available to work one (1) late shift per week and also have open availability on either Saturday or Sunday.

Employees who restrict their hours to less than sixteen (16) hours per week must be available to work Saturday and Sunday.

Eligible employees who restrict their availability shall sign an availability form. The availability form is to be sent 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. If an employee wishes to end their restricted status, the employee shall advise the Employer in writing on the availability form.

Employees may change their availability to a maximum of five (5) times per calendar year. Lifting their restriction to full availability does not count as one of the five (5) changes.

Employees hired after Ratification 2026 cannot change their availability during the probationary period unless approved by Store Management. Such requests will not be unreasonably denied.

Employees shall be required to work within their Restriction of Availability and may lose hours as a result. This means if a shift falls outside of an employee's availability it shall not be subject to claim.

If sufficient employees are not available to work on any day, the Employer may deny further requests to restrict such day(s). Requests to restrict will not be unreasonably denied.

Employees cannot utilize Leaves provisions or R.T.O. to circumvent the intent of this language.

All changes shall be effective the next posted schedule. Restricted employees do not have a right to claim any hours above their restriction.

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. Restrictions less than sixteen (16) hours shall not be granted between May 31st and September 1st, and/or November 30th to January 2nd. Employees restricted to less than sixteen (16) hours shall not be required to lift their restriction during these times."

The Employer will endeavor to schedule full eight (8) hour shifts.

9.**12** Weekday Restriction

All employees (except employees who have submitted an Availability Form) are eligible to submit a restriction to be scheduled off any one weekday. This Weekday Restriction shall be granted by seniority however the granting of a Weekday Restriction cannot circumvent participation in fair rotation of shifts. Employees can change their Weekday Restriction up to five (5) times per calendar year.

A Sunday Restriction cannot be used in conjunction with the Weekday Restriction.

All changes shall be effective the next posted schedule.

9.**13** Sunday *Restriction and Sunday Work*

1. Work on Sunday shall be voluntary for employees hired prior to ratification 2013 (March 23, 2013*).*

2. Sunday work shall be offered according to seniority.

3. Employees hired prior to ratification 2013 (March 23, 2013) shall notify Management 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.

For employees hired before October 8th, 1989, 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). Service Clerks shall receive a premium of one dollar ($1.00) per hour (fifty cents ($.50) per half hour).

9.**14** Weekly Work Schedules

Work schedules will not be used for disciplinary or discriminatory purposes. It is the responsibility of the Store Manager to estimate, plan and schedule the work to be done each day, and schedule the hours of work of each employee so that work assignments shall be completed in an efficient manner.

1. Weekly work schedules for employees shall be posted by Saturday, **two (2)** weeks in advance.

2. 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. In the event a text message is not acknowledged, the Employer will make a reasonable effort to verbally advise an employee of a work schedule change.

Employees are not required to use their personal mobile phones for the purposes of notifying employees of shift changes when they are assigned such duties.

9.**15** A.T.O. and Consecutive Days Off

The following language applies to Grid A employees employed at ratification 2013 (March 23, 2013):

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, 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 non-consecutive days off shall be arranged by mutual agreement between the employee(s) provided it does not result in any other employee(s) not getting consecutive days off.

9.16 Late Closing Schedule (Midnight Stores)

Subject to the operational needs of the store, employees scheduled to work store closing shift(s) will not be scheduled later than thirty (30) minutes after store closing time.

9.**17** Split Shifts

Employees shall not be required to work a split shift except by mutual agreement between the employee and the Employer.

9.**18** Evening Work Rotation

There shall be fair rotation of evening work when the store is open for business insofar as this is practical for store operation. It is understood that students shall be excluded from this provision. A late shift shall be defined as any shift that ends at 8:00 p.m. or later, except for employees employed at ratification 1997 (August 17**,** 1997) where a late shift shall be defined as any shift that ends after 6pm.

1. Fair rotation must be done in conjunction with daily maximization and the new scheduling model.

2. Employees cannot utilize Leaves **or RTO** provisions to circumvent the intent of fair rotation.

9.**19** Shift Differential (Night Premium)

The following language only applies to employees hired prior to October 8, 1989:

Employees hired prior to October 8th, 1989, 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 part-time employees 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.

9.**20** Requested Time Off (R.T.O.)

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

Requested Time Off (RTO) is not an entitlement, it is a request. RTO language cannot circumvent the intent of fair rotation.

9.**21** Shift Interval

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

Employees may elect to have less than the ten (10) hour shift interval (but no less than eight (8) hours) on the shift immediately after a late shift in order to be available to work an early shift or vice-versa.

9.**22** Consecutive Days of Work

Grid A full-time employees will not be required to work two (2) consecutive Saturday/Sunday shifts.

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

9.**23** **Overn**ight Work

Employees may opt into a minimum two (2) month period of **over**night (graveyard) work upon four (4) weeks' notice. Hours of work on night shifts shall not be claimable. In the event there is not a sufficient number of employees to cover the **overnight** work, the Employer will assign the work on a rotation basis.

If a rotation is necessary, the Manager, Lead Hand and the Crew shall institute a fair system of scheduling for **Overn**ight Crews.

No employee shall be required to return to the **over**night stocking shift until all eligible employees have had a turn.

Should problems exist in individual stores regarding the rotation list, the parties can refer the matter to Growing Our Future meetings. *(See Section 4.)*

The following rules shall apply to **over**night stocking:

1. **Overnight** shifts shall commence at 12:00 midnight or 11:30 P.M.

2. As an alternative to Point (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 (5).

3. Shifts not commencing at 12:00 midnight or 11:30 P.M. shall start on or after 5:00 A.M. and shall end before 12:00 midnight. The only exception to this rule, is for employees scheduled in Ecommerce who may be scheduled for a shift commencing no earlier than 4:00 A.M.

4. An employee may request to start between 9:00 p.m. and 12:00 a.m.

5. An employee's shift during one (1) week shall fall within the same eighteen (18) hour span.

6. The Employer agrees to schedule Stocking Crews consecutive days of work wherever possible, subject to the operational needs of the store. Where it can be demonstrated that the scheduling of consecutive days of work can be scheduled, the Union and the Employer shall meet and determine a method of solution.

7. Senior employees whose years of service plus age equals seventy (70), may opt out of **Overn**ight Stocking Crew.

The above shall be subject to emergencies as defined in Section **9.11 (2)** of this

Agreement.

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

All employees, including Key Personnel, doing night work for shifts that begin after 9:00 p.m. shall be paid at a premium of two ($2.00) dollars per hour.

Where there are no Key Personnel working an overnight shift, the Employer shall designate a Lead Hand to be paid a one dollar ($1.00) per hour premium.

9.**24** Meal Periods

Meal Periods shall be one (1) hour unless a lesser time is agreed upon. 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 the commencement of the shift. Part-time employees, at their option, working over five (5) hours but less than eight (8) hours shall be entitled to a thirty (30) minute meal period.

9.**25** Rest Periods

All employees shall have two (2) fifteen (15) minute rest periods for shifts in excess of six (6) hours, one before, one after the meal period.

Employees whose meal period is scheduled three (3) hours but not more than three and one-half (3-1/2) hours after the start of the shift shall have the option of taking their two (2) rest periods after the meal period. Employees shall have the right to opt in or out of this process on a quarterly basis. This option shall be available for shifts that start at 12:00 noon or later.

Employees who work a shift of four (4) hours but not more than six (6) hours shall receive one (1) paid fifteen (15) minute rest period.

Rest periods shall be taken without loss of pay to the employees.

Employees shall 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. Employees shall notify their schedule writer of the optional provisions to ensure efficient scheduling.

The Employer will schedule rest periods for employees scheduled to work on the check-stand so that no employee shall be scheduled to work more than three (3) consecutive hours, on the check-stand. The parties recognize that rest periods may be delayed due to unexpected business fluctuations.

Meal and Rest period times for employees working on a check stand shall be set out by the Employer on a sheet which shall be available for employees to review prior to the commencement of their shifts.

9.**26** Express Checkouts

Express checkout duties will be rotated so that no employee will be required to serve more than three (3) hours per day in such duties. A premium of time and one half (1-1/2) 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.

9.**27** **Recording of** Time

The Employer shall provide each store with a time **recording device** in order to enable employees to record their time for payroll purposes. Employees recording their time worked shall enter the time they start and finish work and the time they commence and return from meal periods. Employees who are found to have failed to record all time worked in the manner required by this subsection shall, upon complaint of the Union, and/or as a result of an audit under the January 24, 2005 Vince Ready Award, 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 17 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. Where disciplinary action has been taken against a Manager under this section, the Union will, upon request, be advised what action has been taken.

9.**28** Minimum Hours

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

9.**29** Credit For Previous Experience

All **new** employees shall be classified according to previous comparable experience **as follows:**

A. **New hires shall be granted** fifty percent (50%) of their previous experience to a maximum credit of **four thousand one hundred and sixty-one (4161) hours**.

B. Any employee who is rehired by Save-On-Foods BC within 90 days of their termination date shall be considered a new employee for the purposes of this

collective agreement, except for their rate of pay and experience hours, which shall be maintained in full up to a maximum of top rate on the **Clerk** Wage Scale, and their vacation entitlement, up to the maximum allowable under Section 11.01(A) Vacation Entitlement. The six (6) month waiting period shall be waived for benefits under 13.01 Employee Benefit Plan.

C. **Employees rehired after ninety (90) days of their termination date shall be granted fifty percent (50%) of their previous experience.**

No previous experience will be considered unless it has been stated by the employee on their Application for Employment form. (This provision shall not apply where employees fail to indicate their previous comparable experience by agreement with Management).

It shall be optional for the Employer to grant credit to those employees who are claiming previous experience if such employees have been out of the industry five (5) years or more.

Employees hired on or after ratification July 2023 shall have the opportunity to provide proof of previous experience as stated on their application form to the Employer within two (2) weeks of Ratification for credit consideration effective Ratification 2026.

9.**30** Staff Meetings

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

9.**31** Accumulated Paid Time Off (A.T.O.)

The following language only applies to Grid A employees employed at ratification 2013 (March 23, 2013):

Regular Grid A full-time employees shall accumulate paid time off at the rate of four (4) hours for each basic workweek completed. 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 12.01, and Funeral Leave as set out in Section 12.02, provided the employee has actual hours worked in the week.

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.

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

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

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

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

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 efficient operation of the store.

9.**32** A.T.O. Entitlement

The following language only applies to Grid A employees employed at ratification 2013 (March 23, 2013):

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

An 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.

For the purposes of this Section, a part-time employee who works forty (40) hours per week, including statutory holidays, for eight (8) consecutive weeks, exclusive of replacement hours, shall be entitled to receive accumulated paid time off as provided in this Section at the appropriate full-time rate of pay.

"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 24 and 25 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.

9.**33** Personal Time Off (P.T.O.)

Grid A full-time employees may request to leave prior to the completion of their scheduled shift.

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

9.**34** Consecutive Days Off

The Employer will endeavor to schedule employees' days off together where possible,

subject to the operational needs of the store.

9.35 Pre-1997 Scheduling Rights

Employees hired before August 17, 1997, will have first opportunity to work daytime, weekday shifts if they so choose. A "late shift" for these employees is any shift that ends after 6:00 p.m.

SECTION 10 – Wages and Classifications

For the purposes of Section 10.01 through Section 10.09, classifications are defined as:

Store Clerk
Pharmacy Assistant
***Registered** Pharmacy Technician*
Service Clerk
*Restaurant **Clerk***
Restaurant Cook
*Wine **Advisor***
*Coffee Bar **Clerk***

10.01 The Employer agrees to pay all persons covered by the terms of this Agreement not less than the following schedule of wages during such time as this Agreement is in force, effective on dates as shown, and provided that if an employee is receiving a wage rate or premium rate for night work which is in excess of the rates herein contained, such wage rates or premium rate for night work shall not be reduced by reason of the signing of this Agreement.

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

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

10.02 **Clerk** Wage Scale

Non-Grid A Clerk Wage Scale (including Store Clerk, Restaurant Clerk, Restaurant Cook, Coffee Bar Clerk, and Wine Advisor):

Step	Hours	June 1, 2025	**June 1, 2026**	**June 1, 2027**
1	0 - 1040	$17.85	**$18.25**	**MW**
2	1041 - 2080	$17.95	**$18.30**	**$18.75**
3	2081 - 3120	$18.05	**$18.35**	**$18.80**
4	3121 - 4160	$18.15	**$18.50**	**$18.85**
5	4161 - 5200	$18.25	**$18.60**	**$19.00**
6	5201 - 6240	$18.35	**$18.70**	**$19.10**
7	6241 - 7280	$18.45	**$18.80**	**$19.20**
8	7281 - 8320	$18.55	**$19.00**	**$19.30**
9	8321 - 9360	$18.65	**$19.25**	**$19.40**
10	9361 - 10400	$18.75	**$19.50**	**$21.00**
11	10401 - 11440	$18.85	**$19.75**	
12	11441 - 12480	$21.00	**$21.00**	

Employees will move across the wage scale with their experience hours and receive the corresponding new rate.

As of June 1, 2027, any employee in steps 10 or 11 shall move to $21.00 per hour. As of January 1, 2028, step 10 of the Non-Grid A Clerk Wage Scale will move to $21.50 per hour.

The parties agree to meet after each annual increase to the minimum wage to discuss adjustments to the wage scale.

10.03 Off-scale Increases Non-Grid A

Active non-Grid A employees (except Key Personnel and Pharmacy Assistants) at twenty-one dollars ($21.00) or greater at time of payment shall receive the following off-scale increases:

April 2, 2023	5%
First Sunday of June 2024	3%
First Sunday of June 2025	2%
First Sunday of June 2026	**2.5%**
First Sunday of June 2027	**3.5%**

10.04 **Off-scale Increases Grid A**

All active Grid A employees (except Pharmacy Assistants) at top rate of pay at time of payment shall receive the following off-scale increases:

April 2, 2023	5%
First Sunday of June 2024	3%
First Sunday of June 2025	2%
First Sunday of June 2026	**2.5%**
First Sunday of June 2027	**3.5%**

Accumulated Hours Worked	F/T	P/T
0 to 520	$15.80	$15.80
521 to 1040	$16.03	$16.19
1041 to 1560	$16.86	$17.18
1561 to 2080	$17.69	$18.17
2081 to 2600	$18.52	$19.16
2601 to 3120	$19.33	$20.13
3121 to 3640	$20.14	$21.10
3641 to 4160	$20.93	$22.05
4161 to 4680	$21.72	$23.00
Over 4680	$23.70	$25.11

10.05 Pharmacy Assistants

Note: Pharmacy Assistants shall be permitted to participate in cross-department work, subject to the needs of the Pharmacy Department.

Pharmacy Assistant to perform any duties assigned in the Pharmacy Department.

Hours worked by Pharmacy Interns and Pharmacist Students shall not impact the hours of work for Pharmacy Assistant. It is understood that this agreement does not cover reductions in hours of work for Pharmacy *Assistants* that may result due to business fluctuations or situations where Pharmacy Assistants hours temporarily increase due to a temporary vacancy of Pharmacists.

It is agreed that should an issue arise in a store regarding the allocation of hours for Pharmacy Assistants the Union may request a meeting with the Employer to review that store's issue. Such meeting shall take place within two (2) weeks of the request.

It is understood that all persons hired in the future for the position of Pharmacy Assistant will be required to have either a Pharmacy Assistant certification from a recognized educational institution, or two (2) years full-time equivalent experience in a dispensary as determined by the Employer.

If qualified candidates are not available, the Employer can either canvass existing employees or hire a new employee who is willing to attain the appropriate certification or experience in a dispensary.

- An existing employee shall continue on the Wage Scale.
- A new employee shall be hired at Step 1 on the Wage Scale, unless they receive credit for previous experience (Section 9.26).
- Once qualified as determined by the Employer, the employee shall be placed on the Pharmacy Assistant scale at the next highest rate.

New Pharmacy Assistant Wage Scale:

STEPS	HOURS	SAR 2023
(520 Hours)		
1	0 to 520	$19.00
2	521 to 1040	$19.25
3	1041 to 1560	$19.50
4	1561 to 2080	$19.75
5	2081 to 2600	$20.00
6	2601 to 3120	$20.50
7	3121 to 3640	$21.50
8	3641 to 4160	$22.00
9	4161 to 4680	$22.50
10	Over 4680	$23.00

Non-grid A Pharmacy Assistants at top rate at time of payment shall receive the following off-scale increases:

First Sunday of June 2024	3%
First Sunday of June 2025	2%
June 1, 2026	**2.5%**
June 1, 2027	**3.5%**

All Grid A Pharmacy Assistants at top rate at time of payment shall receive the following off-scale increases:

April 2, 2023	$1.35
First Sunday of June 2024	$0.85
First Sunday of June 2025	$0.55
June 1, 2026	**$0.75**
June 1, 2027	**3.5%**

10.06 Registered Pharmacy Technicians

Registered Pharmacy Technicians duties will be prescribed by the Provincial and other regulatory authorities. If there are any conflicts the Parties agree to meet to resolve them.

STEPS	ACCUMULATED HOURS WORKED	2021 (Expired)	SAR 2023
1	0-520	$21.00	$24.50
2	521-1040	$21.23	$25.00
3	1041-1560	$21.48	$25.50
4	1561-2080	$21.73	$26.00
5	2081-2600	$21.98	$26.50
6	2601-3120	$22.23	$27.00
7	3121-3640	$22.48	$27.50
8	3641-4160	$22.73	$28.00
9	4161-4680	$22.98	$28.50
10	4681-5200	$23.53	$29.00
11	5201-5720	$24.23	$29.50
12	Over 5720	$25.20	$31.50

All Registered Pharmacy Techniciansat top rate or greater at time of payment shall receive the following off-scale increases:

June 1, 2026	**2.5%**
June 1, 2027	**3.5%**

The Employer shall pay annual licensing fees, liability insurance and reimburse for any required annual training for Registered Pharmacy Technicians, as is the current practice.

10.07 *Service Clerks*

Service Clerks hired at ratification 2013 (March 23, 2013) shall have the right to opt in to cross-classification work.

Service Clerks who do not opt in to cross classification work are restricted to the following duties:

A. Wrapping groceries and taking them to customers' vehicles and collecting shopping buggies.

B. Complete bottle refunds, sorting of bottles and taking empty bottles to the back of store, where applicable.

C. Stock bags or boxes in checkstand area.

D. Clean in checkstand area (including sweeping only of the checkstand).

E. Price checks and return of perishable goods only from checkstand (but not to include stocking).

F. Cleaning parking lot.

G. Clean spills and breakage.

H. Hang signs and window banners.

I. Getting change for Clerk Cashiers.

J. Pick up all items from sales area for customers going through the checkstands.

K. Water, cleaning and arranging outside garden centre.

Penalties for violation of Service Clerk duties:

(i) Service Clerk

- 1st violation
  - written warning from Union

- 2nd violation
  - two (2) weeks suspension without pay

- 3rd violation
  - termination of employment.

(ii) Bargaining Unit Employee: Directing Service Clerk to violate rules re Service Clerk duties:

- Same penalties as Service Clerk, Section 10.07 (i), above.

(iii) Non-bargaining Unit Person: Directing Service Clerk to violate rules re Service Clerk duties:

- 1st violation
  - written warning from Union

- 2nd violation
  - five hundred dollar ($500.00) fine

- 3rd and subsequent violations within a twelve (12) month period of the date of the last violation will result in fines of one thousand dollars ($1,000.00) for each violation. Where twelve (12) months has elapsed from the date of the written warning or the last fine without infraction, the Employer is entitled to another notice.

Where the Employer has been fined, such fine is to be dispatched to **Convyta Partners** who will notify the Union of receipt of such fine and the particulars in respect to which violation the fine was paid. **Convyta Partners** will deposit the monies into the UFCW Union Pension Plan.

Working Ratio: The Employer shall be permitted to work a maximum of one (1) Service Clerk per check-stand in the store at any one time.

Identification: The parties agree that Service Clerks shall be identified so they are easily recognizable in the store.

10.**08** Classifications: Employees Who Opt Out of Cross-Classification Work
Note: Only employees hired at ratification 2013 (March 23, 2013) have a right to opt out of cross-classification work.

The following classifications apply only to employees hired prior to ratification 2013 (March 23, 2013) who have opted out of cross classification work:

General Clerk
Clerk Cashier
Bakery Clerk
Meat/Deli/Seafood Clerk
Meat Wrapper
Meat Cutter
Journeyperson Meat Cutter

1. General Clerks
   The following language only applies to employees classified as General Clerks at ratification 2013(March 23, 2013) who have opted out of cross-classification work:

- to perform any duties assigned in the store, except as provided herein Section **10.08**.

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.

There are limitations as to when a General Clerk can perform Clerk Cashier duties, specifically for relief of breaks and where Clerk Cashiers are unexpectedly absent. In addition, General Clerks may be assigned checkstand duties during “business emergencies” when there is an unexpected and short-term demand for checkstand duties. Where General Clerks perform Clerk Cashier duties under the above circumstances it is not intended to deny Clerk Cashiers their hours of work.

The Employer agrees not to make changes in the assignment of General Clerk duties that will have a significant negative effect on the number of hours worked by Clerk Cashiers.

If the Union feels that changes have taken place contrary to the above, the Union and the Employer shall meet to discuss the problem.

If the parties cannot agree to a solution to the problem, either party may refer the matter under Section 104 of the Labour Code.

2. Bakery Department
The following language only applies to employees classified as Bakery Clerks at ratification 2013 (March 23, 2013) who have opted out of cross classification work:

Employees employed in the Bakery Department shall not exercise their seniority outside the Bakery Department. Where a bakery employee wishes to maximize their hours and it can be shown that by transferring to another department in the same classification this can be accomplished, the employee may make an application in writing. Such transfers will take place within two (2) weeks subject to a trained employee being available to replace the transferring employee. It is understood that such transfers may be initiated by management as well as employees.

3. Clerk Cashiers

The following language only applies to employees classified as Clerk Cashiers at ratification 2013(March 23, 2013) who have opted out of cross-classification work:

- duties restricted to the following:

A. Checkstand duties.

B. Stocking in the checkstand area.

C. Cleaning and housekeeping duties relating to checkstand, snack bar or bakery counter.

D. Snack bar duties.

E. Bakery counter duties.

F. Bulk foods (but not to include stocking).

G. Stocking repacks.

H. Facing in the Centre of Store.

I. Stocking HABA.

J. Employees classified as Clerk Cashiers at Ratification 2008 may opt out of work under Points (G), (H), and (I) and may amend this decision twice per calendar year.

Opted out General Clerks or Clerk Cashiers who perform duties listed in Service Clerk this section shall not have their rate of pay reduced while assigned to perform such duties. Where Service Clerk duties are assigned to other classifications, no claim for available hours shall exist from Service Clerks.

10.**09** Off-Till Duties

The following language only applies to employees who held off-till duty ranking at ratification 2013 (March 23, 2013):

Clerk Cashiers at ratification shall keep their off-till duty ranking(s) and shall continue to maximize their hours in their current ranking.

The parties agree to continue Chris Sullivan's Feb 11, 2015 decision to advance off-till duty rankings as higher ranked off-till duty rankings are vacated, without the requirement for a clerk cashier to opt out of cross-classification work. There will be no new off-till duty rankings after Ratification 2013.

Off-till duties	i)	fixed
	ii)	variable
Fixed defined as	a)	office work
	b)	file maintenance
	c)	front end s*ervice centre*

d) *books (where this was recognized as a fixed off -ill duty at ratification 2013)*
e) *cigarettes/candy (where this was recognized as a fixed off-till duty at ratification 2013)*

Variable Duties

- Any off-till duties not specified as fixed above, which constitute off-till duties which constitute off-till duties and are not scheduled to employees engaged in cross classification work shall be assigned to the most senior opted out Clerk Cashier on the shift.

- If, through the implementation of this language a disagreement arises, the Union and the Company will meet to resolve the issue.

PRACTICES - Principles of the Implementation of Off-Till Duty Language

- If a cashier is currently performing a fixed duty and voluntarily decides that they do not want to perform those duties anymore, they can return to their regular cashier duties

- If through a change of operation or method, a fixed duty is eliminated by the Company, the most junior cashier in any fixed duty will be returned to their regular cashier duties.

- It is understood that some fixed duties may be required to be done on Sunday.

- Any cashier who has a fixed duty will not be exempt from performing a variable duty when not performing their fixed duty.

The following example will service to answer a specific problem with respect to fixed duties in the Clerk Cashier classification.

The specific problem is exampled as:

> *A junior Clerk Cashier performs a fixed duty which has an eight-hour shift attached to it, e.g. 12 a.m. to 8:30 a.m., the senior Cashier has voluntarily decided not to perform the fixed "off-till" duty but in doing so risks the possibility that the regular cashiering duty shift may be less than eight hours, as compared to the fixed "off-till" duty shift.*

This example shows that a junior Cashier could be scheduled more hours on a particular day than a senior Clerk Cashier provided they are performing a fixed "off-till" duty.

To address this problem, the parties (Union and Company) shall meet to resolve the matter on an individual basis.

It is agreed that General Clerks currently performing file maintenance duties shall be "red-circled".

10.**10** Transfers

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

1. Temporary: When an employee is transferred or moves to another store during their work shift, they shall be paid for all time spent en route from one store to the other and will be paid either the bus fare or its equivalent if they have a car. When an employee is transferred or moves to a store outside of the area covered by this Agreement at the Employer's request, they shall receive mileage in accordance with the company's travel policy and a time allowance (at straight time rates). For the Lower Mainland and Vancouver Island areas the mileage and permitted time as an allowance are agreed to be as follows:

   Lower Mainland

   Vancouver - Chilliwack
   - 120 miles return - 2 hours per day

   Vancouver - Abbotsford
   - 80 miles return - 1-1/2 hours per day

   Vancouver - Mission
   - 90 miles return - 1-1/2 hours per day

   Vancouver - Haney
   - 50 miles return - 1 hour per day

   Vancouver Island

   Victoria - Duncan
   - 70 miles return - 1-1/2 hours per day

   It is understood the above time is an allowance only and the employee would be required to work the workday scheduled.

10.**11** Cost of Living Clause

The Employer and the Union shall meet to determine if there has been more than a three percent (3%) increase in the B.C. Consumer Price Index (CPI)* over the past year. The determination (CPI Increase) will be based on a comparison of the March, B.C. CPI to the March 2003 B.C. CPI**, of the previous year.**

If the CPI Increase exceeds three percent (3%) then the Employer shall pay *Grid A* employees *(except Service Clerks)* at top rate of their classification, one cent ($0.01) per hour paid and one half cent ($0.005) per hour paid *for all other employees* for each one-third of one percent (.333%) that the CPI Increase exceeds three percent (3%). Hours paid shall mean the hours paid in the fifty-two (52) weeks prior to March **of the current year.**

The above calculation shall be made in April, as follows:

*B.C. CPI as supplied by Statistics Canada for example for April, 2005:

1.	March, 2005: B.C. CPI.	=	154.8
2.	March, 2004: B.C. CPI.	=	140.7
3.	154.8 divided by 140.7	=	10.0213% increase in B.C. CPI
4.	10.0213% minus 3%	=	7.0213%
5.	7.0213% divided by .3333	=	$0.2107 per hour paid
6.	2080 hours paid** times $0.2107	=	$438.26

**Hours paid in the 52 weeks prior to March 27, 2005.

SECTION 11- Vacation

11.01 Vacation Entitlement

A. *The following language applies to all employees, except employees who were on Grid A at ratification 2013 (March 23, 2013):*

The following vacation entitlement schedule for employees, except for Grid A, **is as follows:**

	Time Off	Vacation Pay*
Less than 3 years continuous service	2 weeks	4%
3 or more years of continuous service	3 weeks	6%
8 or more years of continuous service	4 weeks	8%
13 or more years of continuous service	5 weeks	10%
18 or more years of continuous service	**6 weeks**	**12%**
*Percentage (%) of Gross Pay		

The Employer shall delay payment of **e**mployees' earned vacation pay until their scheduled vacation time off. Employees who do not have enough accrued vacation monies to fund their week of vacation time off shall not be required to take the vacation time off. Those Employees who have vacation monies left in their vacation bank at the end of the year shall be paid out those monies.

B. "Years of service" shall also be deemed to include any period which an employee served in the Armed Forces during time of war or declared national emergency.

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

D. Any employee commencing employment between October 1 and December 31 shall be entitled to receive five (5) days' Leave of Absence the following year.

11.02 Vacation Entitlement **for Grid A Employees**
The following vacation schedule for Grid A employees shall apply:

	Time Off	**Vacation Pay***
Less than 1 year continuous service	**2 weeks**	**4%**
3 or more years of continuous service	**3 weeks**	**6%**
8 or more years of continuous service	**4 weeks**	**8%**
13 or more years of continuous service	**5 weeks**	**10%**
18 or more years of continuous service	**6 weeks**	**12%**
23 or more years of continuous service	**7 weeks**	**14%**
***Percentage (%) of Gross Pay**		

A. Effective January 1, 2027, vacation entitlement is determined by consecutive years of service since hire or rehire date. Continuous service shall include all Leaves of Absence from work pursuant to the Collective Agreement, e.g. vacations, accident/illness, Leaves of Absence, etc., and shall also include any period which an employee served in the Armed Forces during time of war or declared national emergency.

B. **In a transition year during which an additional week of vacation entitlement is earned, an employee shall commence accrual of the additional percentage of earnings, as calculated from the employee's hire date. Eligibility to take the additional week of vacation shall take effect on January 1 of the following calendar year.**

C. **Vacation will be accrued and taken within the same calendar year. Employees accrue vacation monies based on the percentage outlined in the table above.**

D. **Each week of vacation shall be paid based on the employee's average weekly hours worked over the thirteen (13) weeks immediately preceding the vacation. Vacation pay is provided on the assumption that the employee will continue to work similar hours for the remainder of the vacation year, thereby fully earning and funding the vacation time taken.**

E. **Employees shall be required to take a minimum of three (3) weeks of their vacation entitlement each year. Employees may elect, with appropriate notice as per Section 11.03, to forgo taking any additional week(s) of vacation entitlement. Excess vacation pay that would otherwise have been used for those weeks, shall be paid out in the following calendar should an excess amount exist.**

F. **Where an employee takes paid vacation in advance of accruing sufficient vacation pay, a deficit vacation bank may result and will be carried forward. A deficit vacation bank arises when the employee's vacation pay advanced exceeds the vacation pay accrued at the time the vacation is taken, as calculated based on a percentage of gross pay earned.**

G. **Any outstanding deficit vacation bank balance shall be recovered, by mutual agreement, from the employee on termination of employment, including resignation or retirement. Any excess vacation bank balance shall be paid out to the employee on termination of employment.**

H. **During the vacation selection period, the Employer shall make available a form annually for Grid A employees who have a negative vacation balance greater than $500 as of year-end, setting out the options available to mitigate the negative vacation balance.**

11.03 Vacation Scheduling

Definitions

Blackout Period: The week that Christmas Day occurs and the week prior shall be considered blackout weeks, or other weeks as mutually agreed between the Union and Employer. Should Christmas Day fall on a Sunday, the blackout weeks shall be defined as the two (2) weeks prior to December 25th.

Prime Time: Means the months of July and August. A partial week is considered to be Prime Time if the majority of days fall within July or August.

Timelines

Last week of October ("Snapshot Week"): The Employer shall review the posted schedule to determine the minimum number of employees permitted off on vacation in a department or classification in a week.

November 1st: The Employer shall commence the vacation selection process by providing a vacation selection form to all employees.

January 31st: Employees shall submit their requests for vacation time off on or before January 31st of each year. Employees must declare if they wish to break one (1) or two (2) weeks of their vacation into single days.

February 15th: The vacation selection process shall be completed by February 15th of each year, and the final approved vacation schedules shall be posted.

March 31st: Prime Time vacation weeks shall only be available to request by March 31st. No further vacation requests for Prime Time shall be approved after this date.

A Shop Steward shall be present during the finalization of vacation selections.

Process

a) Vacation schedules shall be approved by seniority.

b) The minimum number of employees permitted off on vacation in a department or classification in a week shall be the total amount of employees in the department or classification as of the Snapshot Week, divided by nine (9). For further clarity, silo departments shall be calculated separately.

c) The result of the formula calculation will be reduced by one (1) for stores that have at least 20% Grid A staff count at the time of the Snapshot Week.

d) The formula number will be rounded up from 0.5 (example 9.5 = 10) and rounded down from 0.4 (example 9.4 = 9).

e) Probationary employees will be excluded from the calculation.

f) Those employees on Leaves of Absence contained in the Collective Agreement, Maternity Leave, WorkSafe Claims, Unpaid Sick Leave, or other leaves of a statutory nature whose expected return to work date falls after September 15th will be excluded from the calculation.

g) Any employee who is off on a leave of absence and who is not expected to return in the upcoming vacation year, shall be entitled to select vacation weeks by seniority, however, they shall be counted in addition to the minimum number of employees allowed off in one week.

h) It is agreed that each department in a store shall have at least one (1) available vacation time slot for each week of the year (except for the black-out weeks in December as defined above).

i) The maximum allotment of vacation weeks approved during Prime Time shall be two (2) weeks in the first round of selection, one (1) week in the second round of selection, to a maximum of three (3) weeks total.

j) Single Day Vacation: Any employee who is entitled to vacation time off may request to take up to two (2) weeks of vacation and break it into up to ten (10) Single Day Vacation days off.

- **i. Single Day Vacation requests approved during the annual vacation selection process shall have preference over R.T.O., A.T.O. and T.A.B.**
- **ii. A maximum of four (4) single vacation days may be taken in Prime Time, provided they are not in the same week. This will not count towards the allotted vacation time off slots for vacation weeks.**
- **iii. Single Day Vacation cannot be used in the same week as a Statutory Holiday.**
- **iv. Single Day Vacation days are subject to the operational needs of the department and in the case of multiple requests, the requests will be denied in order of reverse seniority.**
- **v. Single Day Vacation days will not be applicable in the blackout period as defined above. Employees shall be eligible to book Single Day Vacation days for any days that fall after Christmas Day during the regular vacation selection.**

k) Once the vacation schedule is posted, any changes to the vacation schedule shall be by mutual agreement. Any additional vacation time off requests, not already booked, shall be granted on a "first come, first serve" basis.

Upon request, wherever possible, the Employer will schedule full-time employees the first day of the week after vacation as a day off.

Dispute Resolution
Should the Employer have bonafide operational issues regarding the vacation schedule or request to modify the current vacation formula on a store-by-store basis, **they shall contact the Union Representative for the store to resolve. The request** shall be guided by the interest whereby the most employees can take vacation in any given week as long as the store has a sufficient number of employees available to operate the store. **If no agreement can be reached, the matter shall be referred to Troubleshooter no later than February 15th, so that a decision can be issued for the vacation schedule to be posted by March 2nd.**

11.04 Vacation Maintenance
The following language applies to all employees:

A. Vacation entitlement is to be maintained for full-time or part-time employees whose hours are reduced, either by themselves or the Employer. Such entitlement shall be to a maximum of ten percent (10%). Time off entitlement will be in accordance with the percentage entitlement.

B. Maternity Leave shall count for vacation purposes. Leaves of Absence for Union business relating to conventions and, in the case of work in the Union office, shall count for the purposes of vacations for a period of twelve (12) months.

SECTION 12 – Leaves of Absence

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

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

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

12.02 Funeral Leave/Bereavement Leave
In the event of death of a sibling, parent in-law, sibling in-law, grandparent, 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, parent/legal guardian, or child, 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.

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

An employee's day off will not be altered to circumvent funeral leave benefits. This leave may be extended for up to five (5) working days by using vacation time, A.T.O. and/or unpaid leave.

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

12.03 Military Leave

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

12.04 Leaves of Absence

A. 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.

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

2. One (1) year Leave of Absence: Upon three (3) months' notice all employees shall be entitled to a one (1) year unpaid Leave of Absence after four (4) years of continuous service. This leave of absence is only available once during an employee's career with the Employer.

3. Educational Leave: Employees with two (2) years or more of continuous service with the Employer shall be entitled to an Educational Leave of Absence for up to one (1) year. This leave of absence is only available once during an employee's career with the Employer.

a. 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.

b. 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.

c. Seniority shall be the determining factor in scheduling the Leave.

d. 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.

B. The Employer and the Union agree that employees who are granted leave(s) under this provision shall accumulate seniority.

C. Self-funded Leave: Employees shall be able to arrange a pre-determined and approved leave of absence for up to twelve (12) months duration.

The leave of absence will be funded by regular payroll deductions to their bank account which may be then used to fund the leave.

D. Employees may return to work earlier than the scheduled end of the leave provided they give their Store Manager one (1) months' notice of their early return to work date.

E. While on any leave of absence an employee shall not take employment with any competitor in the food business, as defined in Section 3.03 (Conflict of Interest) in the CBA.

F. 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.

G. The period of time off will not count towards time worked for vacation entitlement.

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.

12.05 Take-A-Break Leave (T.A.B.)

Employees with two (2) years or more of continuous service are entitled to apply for a Take-A-Break leave of absence up to a maximum of one hundred and twenty (120) days per year, subject to the following conditions:

1. Application for such Leaves shall be in writing. The Employer has provided the Store Manager the ability to approve such Leaves. Every effort should be made to provide as much notice as possible.

2. Requests for Take-A-Break Leave of Absence will be granted to all employees provided there is another available employee in the store who is capable of doing the work required.

3. The Employer shall maintain Health and Welfare coverage for Grid A full-time employees during Take-A-Break 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.

5. The Employer and the Union agree that employees on a Take-A-Break Leave shall accumulate seniority.

   It is also agreed that employees may take single or multiple day Take-A-Break leave (i.e., less than one [1] week in length) provided the cumulative total days where a Take-A-Break leave is taken does not exceed one hundred and twenty (120) calendar days per calendar year. It is understood that each day of Take-A-Break leave per week reduces the basic work week by one day.

6. The Employer has provided the Store Manager with the responsibility to approve or deny requests for Take-A-Break leaves in accordance with Section 12.07. Such requests will be considered with all other sections of the Collective Bargaining Agreement.

   Employees may return to work earlier than the scheduled end of the leave provided they give their Store Manager one (1) months' notice of their early return to work date.

12.06 Leave Pyramid and Maintenance of Benefits

The Union and the Employer agree that employees may pyramid leaves to a maximum of three (3) years. For example, an employee may start with a one hundred and twenty (120) day Take-A-Break Leave, then take a one (1) year Leave of Absence, then take a one (1) year Educational Leave and then take another one hundred and twenty (120) day Take-A-Break Leave, thereby taking two (2) years and eight (8) months off consecutively. There is no requirement to return to work between leaves.

While employees are on leave under Sections 12.03, 12.04, 12.05 or 12.10, employees shall be permitted to elect to self-pay their pre-leave benefits for M.S.P., E.H.B./H.E.P, Life and AD & D Insurance, and Dental. Payment to the Employer shall be by Direct Debit on a monthly basis. Employees shall be able to select which of their pre-leave benefits they wish to self-pay during their leave.

Employees who were eligible for Weekly Indemnity and Long-Term Disability Benefits prior to commencing a leave shall immediately disqualify for these benefits but shall become immediately eligible for these benefits upon returning to work.

12.07 Pregnancy Leave

(a) An employee who is pregnant shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) consecutive weeks, taken during the period that begins no earlier than thirteen (13) weeks prior to the expected birth date and no later than the actual birth date and ends no later than seventeen (17) weeks after the leave begins. The employee may choose to delay the commencement of pregnancy leave, provided they are medically fit to perform the full range of duties of their position. This will not affect the employee's entitlement to pregnancy leave.

(b) An employee who's unable to return to work after the end of a leave under this section is entitled to up to twelve (12) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

(c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the birth parent is unable to return to work when their leave ends under subsection (a) or (b).

(d) All such requests must be submitted in writing at least two (2) weeks prior to the day the employee proposes to begin their leave.

(e) In addition to the pregnancy leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.

(f) An employee requesting a shorter period than six (6) weeks after the actual birth to return to work must provide written notice to the Employer of not less than one (1) week before the date the employee proposes to return to work, and if required by the Employer, be accompanied by a physician's medical certificate stating the employee is able to return to work.

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

12.08 Parental Leave

(a) An employee who requests parental leave under this Section has the following entitlement:

i) for a birth parent who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Section 12.07 up to sixty-one (61) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section 12.07.

ii) For a birth parent, other than an adopting parent, who does not take a leave under Section 12.07 in relation to the birth of a child - up to sixty-two (62) weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks after the birth of the child or children.

iii) for an adopting parent - up to thirty seven (37) weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.

(b) If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional

consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (a) above.

(c) The employee is required to give the Employer four (4) weeks advance notice in writing of their intent to take a leave under subsection (a) (i), (ii) or (iii). The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.

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

12.09 Paternity Leave

Employees about to become fathers or co-parents shall be entitled to an unpaid leave of absence of up to five (5) days at the time of the birth of their child or children, or the adoption of a preschool child or children. Employees , may use A.T.O.'s (provided they qualify for A.T.O.'s) or one (1) week's vacation at their option.

12.10 Unpaid Pregnancy/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.

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 *12.04* shall apply.

12.11 Domestic Violence Leave

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

Leaves for domestic violence, which are not covered by other terms of the collective agreement, will be granted as absent with permission without pay not to exceed fifteen (15) weeks. Employees shall have the ability to fund these leaves through any paid time off they have accumulated under the collective agreement at the time of the absence.

Paid time off for this leave shall be provided to a maximum of five (5) days.

12.12 Leaves under the Employment Standards Act of BC:

The parties recognize all applicable leaves in the Employment Standards Act (ESA). Employees who qualify can access such leaves, including those ESA leaves that are not included in this collective agreement.

SECTION 13 – Health and Welfare Plan

Note: Health and Welfare benefits and eligibility requirements for all employees (except Grid A) shall be determined by the Trustees of the Joint Health and Welfare Benefit Trust.

13.01 Employee Benefit Plan

This language in Section 13.01 applies to all employees (except Grid A, including Service Clerks):

A. Benefit Contributions:

1. Dental and Extended Health Benefits (E.H.B.)

    - *The Employer shall* provide Dental and EHB benefits with contributions set at thirty-eight cents ($0.38) per hour effective the first Employer fiscal period after ratification, 2013.

2. Medical Services Plan (MSP), Weekly Indemnity (W.I.) Long Term Disability (L.T.D.); Life Insurance; and/or Accidental Death & Dismemberment (AD&D).
    - Effective Sunday after ratification (March 23, 2013) the Employer shall contribute thirty cents ($0.30) per hour worked for the purposes of providing one or a combination of the above benefits.

3. Effective January 1, 2022, the benefit contribution shall increase by ten cents ($0.10) per hour for all employees except Grid A to a total of seventy-eight cents ($0.78) per hour

4. Any benefit costs over and above the foregoing will be borne by the employees.

5. The Employer and Union Trustees shall oversee the implementation of the above benefits. Should the Trustees implement Provincial Medical, it shall be administered by the Employer. **T**he parties agree to implement the following benefit improvements as recommended by the Actuaries and guided by the contributions funding the Plan:

    1. Implement a Weekly Indemnity Plan

    2. Reduce the qualification period require for eligibility for Medical Services Plan (M.S.P.), Extended Health Benefits (E.H.B.) and Dental.

    The Employer and Union can mutually agree to enhance some benefits in the points above, provided that any costs above the stated Employer contributions are funded by employee contributions.

6. The Employer and Union Trustees shall be responsible to establish eligibility and qualification requirements for the above plan(s).

B. Direct Pay Prescription Drug Card

The Employer agrees to continue to provide a Direct Pay Prescription Drug Card for those employees who qualify for EHB. The card will be for use in pharmacies operated by the Employer. For employees who work in stores with no pharmacy the Employer will make arrangements for this service at a local pharmacy.

The parties have committed to include the birth control pill under the current prescription drug plan for both respective Plans.

13.02 *The language in Section 13.02 applies only to Grid A employees, including Service Clerks:*

The cost of benefits listed in this Collective Agreement provided to Grid A employees, including Service Clerks shall be paid one hundred percent (100%) by the Employer.

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. Hearing, Eyeglasses and Prescription (HEP)
The Plan shall provide the following benefits to eligible employees:

1. The Employer agrees to continue to provide a Direct Pay Prescription Drug Card for those employees who qualify for this benefit. The card will be for use in pharmacies operated by the Employer. For employees who work in stores with no pharmacy the Employer will make arrangements for this service at a local pharmacy.

2. Eyeglasses, lenses and frames, to a maximum of **three hundred dollars ($300.00)** per person every two years. The maximum for dependents under age nineteen (19) shall be **three hundred dollars ($300.00)** each year.

3. Hearing Aids to a maximum of three hundred and fifty dollars ($350.00) per person once every four (4) years.

4. It is understood all employees' dependents shall be covered by this plan. Eligible dependents shall be **a** 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.

13.03 *This language in Section 13.03 applies only to Grid A employees, including Service Clerks:*

A. The Employer shall also make available to Grid A employees, including Service Clerks who work an average of twenty four (24) hours per week for a period of three (3) consecutive months based on the entitlement and disentitlement tests set out in Section 13.05 below.

- Medical Services Plan (M.S.P.)

- Extended Health Benefit (E.H.B.)

- Hearing Aid, Eyeglasses, Prescription Drug Plan (H.E.P.)

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 in 13.05 (3) below.

The parties have committed to include the birth control pill under the current prescription drug plan for both respective Plans.

13.04 *This language in Section 13.04 applies only to Grid A employees, including Service Clerks:*

A. The Employer shall, in addition to the benefits listed in Section 13.03, make the following benefits available to Grid A employees, including Service Clerks who work an average of thirty-two (32) hours per week for a period of three (3) consecutive months based on the entitlement and disentitlement tests set out in Section 13.05

   - Group Life Insurance

   - Weekly Indemnity (W.I.)

   - Long Term Disability (L.T.D.)

   - W.C.B. Advance

B. Group Insurance
   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.

   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 Sun-Life without having to pass a physical examination.

   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.

C. Weekly Indemnity Benefits

Weekly indemnity benefits shall be paid commencing on:

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

   or

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

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

   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.

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

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

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 W.C.B. benefits are exhausted.

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

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**s** shall receive pension credits.

E. W.C.B. Advance

In the event the W.C.B. challenges initial coverage or, after going on W.C.B. benefits, the W.C.B. terminates such benefits because the Board has decided that the employee's disability is no longer related to the compensable injury, the employee will be entitled to a W.C.B. advance as specified below.

If an employee is entitled to Long Term Disability and/or Weekly Indemnity benefits, pursuant to Section 9, the Employer shall process an employee's application for such benefits on the condition that should an appeal to the W.C.B. result in the payment of wage-loss benefits, that portion of the Long Term and/or Weekly Indemnity benefits paid to the employee by the Employer shall be reimbursed to the Employer 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.

13.05 For the purpose of entitlement and disentitlement the conditions set out below will apply to *Grid A employees, including Service Clerks*:

1. Employees who average thirty-two (32) hours per week for a three (3) month period will be eligible for all benefits under Section 13 on the first of the month following meeting this requirement. Eligibility verifications will be done each month ending on the last Saturday of the month on a 4, 4, 5 basis: i.e. if an employee had averaged thirty-two (32) hours per week in the three (3) months prior to April 25th, they would become eligible for the benefit package on May 1st, and provided that their enrollment forms are returned by the end of May, coverage will commence June 1st.

2. If an employee fails to meet the eligibility test, they will continue to be eligible for three (3) months. At that time, they will be tested again and if eligible will continue receiving benefits. If not eligible, will cease receiving benefits, i.e. if an employee has not averaged thirty-two (32) hours per week in the three (3) months prior to April 25th, they would become ineligible for the benefit package on May 1st and coverage will end on May 31st. Thereafter, at the end of each month, the employee's eligibility will be tested and as soon as they become eligible again, benefits will be reinstated as in (1) above.

3. The Union and the Company agree employees who have been disqualified from the B.C. Medical Plan benefit, Extended Health and H.E.P. shall be permitted to continue their benefit on a self-pay basis. Premiums will be deducted monthly from payroll. In the event the employee has no income to deduct premiums these benefits shall be terminated.

   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.

   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.

13.06 Benefits for Grid A 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 8.0**3** on the following basis:

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

- Group Life Insurance

- Hearing aid, eyeglasses and prescription drug coverage.

13.07 Physical Examinations
The following shall apply to all employees:

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.

13.08 Third Party Liability
The following shall apply to all employees:

Effective Sunday after ratification, should an employee receive Overwaitea Foods 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 Employer.

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

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

13.09 Drug and Alcohol Assistance Program
The Employer and the Union recognize that drug and alcohol abuse can have serious negative impact on both the Employer and the employee. The parties mutually agree to cooperate in resolving problems with drug and alcohol abuse with a view towards rehabilitating employees suffering from such abuse.

13.10 1. Effective January 1, 1998, the Union and the Employer agree to deliver certain benefits to employees of the Employer who are subject to the terms and conditions of this Collective Agreement, through a Jointly Trusteed Health & Welfare Trust (The Trust) on the following terms and conditions:

2. The Trust used shall be one designated by the Union and there shall be a Board of Trustees made up of members appointed by the Employer(s) and the Union. The **Pattison** Food Group will be permitted to appoint fifty percent (50%) of the Trustees if only one Employer is participating in the Trust and at least one of the Trustees if other employers are participating in the Trust.

3. The Trust will segregate the costs of the Employer from other employer or groups of employers so that the contributions made to the Trust for its employees will not be used to pay the costs of benefits of employees of other employers. This limitation shall not preclude the employers of the Trust from sharing the cost of such items as the expense of operation and the cost of purchasing various forms of risk protection for the Trust provided that the sharing of costs is pro-rated on an equitable basis.

4. Subject to the terms of the Trust, it is expected that a Health & Welfare Committee will be provided for, with an equal number of members appointed by the Employer and the Union. It is expected that this Committee will have the power to determine the benefits to be provided to the employees, the conditions of eligibility for such benefits and other terms and conditions as they deem necessary to include. It is understood that the Committee shall have the power to amend or modify the terms and conditions of the plans and the eligibility rules provided that no change or modification is inconsistent with the Collective Agreement unless specifically agreed to by the Employer and the Union.

   Subject to the approval of the Trustees, the Health & Welfare Committee will ensure that the benefits provided to employees (except Grid A, including Service Clerks) will reflect the level of contribution provided for in this Agreement for these persons.

5. The Employer will make contributions to the Trust, or other financial institution as designated by the Trustee to receive them, and will forward these contributions not later than twenty-once (21) days after the close of the Employer's four (4) or five (5) week accounting period along with a report, including a list of employees for whom they have been made.

6. a) The initial rate of contribution for benefits other than Extended Health Benefits, in respect of Grid A employees, including Service Clerks, will be agreed to between the Employer and the Union and any subsequent changes to this rate will be determined by the Trustees as necessary to adequately finance the benefits provided to employees.

      1) Once the initial rate of contribution has been established for each benefit, the Employer and the Union will agree to a basis to track benefit experience cost savings against the costs in effect when the Trust is established.

      2) From these savings, the Trustees will first set aside reasonable contingency reserves to allow for cost fluctuations and secondly, apply any cost savings as follows:

         i) 50% to reduce future Employer contributions
         ii) 50% to improve the benefits available to employees.

   b) The rate of contributions for Extended Health Benefits, which are provided in respect of Grid A employees, including Service Clerks, will be agreed to between the Employer and the Union and may be subsequently changed by the Trustees as necessary to adequately finance those benefits.

7. It is agreed that the Employer and the Union are interested in and committed to identifying ways in which the plans may be modified in order to provide a more

effective level of protection for employees at no increase in Employer cost, and it is understood that the Health & Welfare Committee, subject to the approval of the Trustees, shall be charged with the task of identifying how this might be accomplished. Any recommended changes to the plans, and the cost implications associated with these changes, are subject to the approval of the Employer and the Union before implementation by the Trustees.

8. It is agreed with respect to the Short and Long Term Disability benefits that:

    a) the Health & Welfare Committee will adopt a process for resolving disputed claims;

    b) the Health & Welfare Committee will pursue with the Employer and the Union all possible ways to minimize claim costs including such initiatives as a Joint Return to Work and Rehabilitation Program and others to minimize the impact of a Disability on a claimant and permit their early return to active employment.

9. It is agreed that the administration of the plans and the Trust as it applied to the employees covered by the Collective Agreement may continue to be provided by persons employed by the Employer and not covered by the Collective Agreement provided that:

    a) the Employer provides these services at no cost to the Trust;

    b) either the Employer, the Health & Welfare Committee or the Trustees can determine that it is necessary to terminate this arrangement;

    c) a period of reasonable notice shall be provided by the party terminating this arrangement to the other parties;

    d) the Employer will fully cooperate in the transfer of all records and administrative services being performed to whatever organization is designated by the Trustees to provide ongoing administrative services.

10. It is agreed that the Trust will only pay for claims that are incurred on or after January 1, 1998. However in order to ensure the proper future treatment of existing disabled employees, the Employer will provide to the Trustees a list of all employees subject to the Collective Agreement who are in receipt of Short or Long Term Disability benefits at January 1, 1998, containing at least the following information:

    a) Identification number
    b) Type of benefits being paid
    c) Date of disability
    d) Status of Life Premium waiver
    e) Such other information as the Trustees determine necessary

11. Payment of disability income benefits in respect of a date of disability prior to January 1, 1998 will remain the responsibility of the Employer. The Employer will also be responsible for obtaining a waiver of Life Insurance premiums for any Long Term Disability claims in respect of dates of disability prior to January 1, 1998.

12. The Trustees will ensure that the Short Term Disability Plan meets the ongoing provisions established by the Government of Canada for E.I. Premium Reduction unless agreed otherwise by the Employer and the Union.

13. The disability plan will make provision for the payment of benefits to employees who perform modified duties, as part of the Return to Work program.

14. The Employer will continue to make Medical Services Plan (MSP) benefits available to Grid A employees, including Service Clerks, who work an average of twenty-four (24) hours per week for a period of three (3) consecutive months based on the entitlement and disentitlement tests set out in Section *13.05* of this Agreement.

SECTION 14 – Sick Leave Benefits

14.01 Medical Reports

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

14.02 Sick Leave Benefits

Regular full-time Grid A 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 the 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 Grid A employees, including Service Clerks, who work an average of thirty-six (36) hours per week for thirteen (13) consecutive weeks will accumulate credits at the rate of four (4) hours for each full month of employment, including any absence from work for which compensation is received under the terms of the Collective Agreement, up to a maximum of three hundred seventy-six (376) hours.

It is agreed that accumulated Sick Leave information will be made available to employees on a monthly basis.

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

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

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

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

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

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

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.

All employees, except Grid A employees, after six (6) months of service who average work week, over thirteen (13) consecutive weeks, is a minimum of thirty-two (32) hours worked will be entitled to accumulate two (2) hours of sick leave for each month of employment to a maximum of thirty-six (36) hours. The average hours calculation will not include unpaid absences except vacation.

14.03 Sick Leave Payout

Grid A employees, including Service Clerks, who retire on pension, or who voluntarily terminate their employment with the Employer, or who are permanently laid off from their employment with the Employer shall, upon termination or retirement, be paid any Sick Leave accumulation they may have to their credit.

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

14.04 Workers' Compensation Supplement

Where a regular Grid A 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 seventy-five percent (75%) of the employee's 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.

14.05 Maintenance of Benefits

The Employer agrees to maintain the full cost of Health and Welfare premiums when an employee is absent on Weekly Indemnity or Workers' Compensation claims or on Sick Leave to a maximum of six (6) months. The employee shall reimburse the Employer for the employee portion of such payments upon 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.)
- Group Life Insurance) For
- Extended Health Benefit covering) duration
  eyeglasses, drugs and hearing) of
  aid benefits) L.T.D.

14.06 Workers' Compensation Rehabilitation Benefit Maintenance

The Employer and the Union mutually agree to cooperate with the W.C.B. or any other agency in efforts to rehabilitate an injured worker. Where reentry into the Bargaining Unit is not possible because of permanent disability, the parties agree to cooperate to retrain an injured worker.

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 above in Section 14.05. 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 Contract Bargaining Units.

14.07 Long-Term or Indefinite Accommodation

The Union and the Employer committee as established shall ensure its policies and procedures adhere to the Duty to Accommodate Protocol Agreement, as amended from time to time.

It is acknowledged that the Employer, the Union and the employees all have a responsibility to accommodate disabled employees who return to work.

SECTION 15 – UFCW Local 1518 Dental Plan

The language in Section 15 only applies to Grid A employees, including Service Clerks.

15.01 The Employer agrees with the Union, along with other employers who have similar agreements with the Union, to participate in a UFCW Local 1518 Dental Plan, such plan to be an incentive Plan unless this later proves inoperable. This Plan will cover members of the Union employed by those Employers and the dependents of such members, in accordance with the eligibility provisions adopted by the Trustees. The Plan may also cover such other persons in the industry and their dependents on whose behalf contributions have been made and who are approved by the Trustees.

There shall be a Board of Trustees made up of three (3) persons appointed by the Employers who are signatory to the Agreement and three (3) persons appointed by the

Union. The Trustees shall appoint a Chairman and, if the Trustees are unable to agree on the selection of a Chairman, they shall request the Supreme Court of British Columbia to appoint such person from among their number.

The Trustees shall select a Trust Company, or such other financial institution, to whom contributions by the Employer to the Plan shall be paid.

The Employer agrees to make contributions to the fund of sixty-four cents ($0.64) per hour for each straight time hour of actual work by all Grid A employees, including Service Clerks within the Bargaining Unit of this Collective Agreement including hours worked on Sunday if such hours are part of the basic work week of an employee. Such contributions shall not exceed twenty-four dollars ($24.00) 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.

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

Contributions, along with a list of employees for whom they have been made and the amount of the weekly contribution for each employee, shall be forwarded by the Employer to the Trust Company or a financial institution and, subsequently, to the UFCW Local 1518 Dental Plan as established, and shall do so not later than twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated herein.

The Trustees shall meet and shall decide on the type and form of the UFCW Local 1518 Dental Plan and shall employ counsel or consultants as they may deem necessary and advisable.

It is agreed that, in the event the Government of Canada or the Province of British Columbia provide a noncontributory dental care plan with similar benefits, the Employer's obligations to continue contributions to the UFCW Local 1518 Dental Plan shall cease. It is further understood, should a Government plan create duplicate benefits, then these benefits shall be deleted from the UFCW Local 1518 Dental Plan and the Employer's contribution in respect to the cost of these benefits shall cease.

The orthodontic limit shall be three thousand dollars ($3,000.00) on the above basis for eligible dependents who have not exceeded the previous twenty-five hundred dollar ($2,500.00) limit.

The orthodontic limit shall be two thousand two hundred fifty dollars ($2,250.00) on the above basis for members and dependents age 19 and over who have not exceeded previous limits.

The parties agree to merge the Dental Trust into the Health and Welfare Trust subject to the agreement of the respective Trustees.

SECTION 16 – UFCW Pension Plan

16.01 UFCW Retirement Plan

Any employee who is not eligible for contributions to be made into the UFCW Pension Plan in accordance with pension legislation, shall have those employer contributions made to the Employee Benefit Plan.

I. Commencing with the later of December 21, 1997 or 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:

Age Last Birthday	Percentage
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 pay period following the date in which they become age 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 form 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 21, 1997 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 20, 1997 and are receiving (or entitled to receive) wage loss benefits under a Weekly Indemnity or 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 20, 1997 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 20, 1997 as a result of a statutory, maternity or parental leave as long as they continue to qualify for such leave.

b) The Employer and Union agree to the schedule of Employer contribution rates connected to plan benefit improvements provided by the Actuaries of the UFCW Pension Plan to the Trustees. These recommendations were approved by the Trustees on September 8, 2023.

In the unlikely event the Plan is required to make adjustments to meet regulatory funding requirements, it is agreed by the parties that the Employer contributions for any given year (the “recommendations approved by the Trustees” referred to in the language above) shall not be decreased in any year without the benefit improvements being implemented for that year.

The Bridge Benefit and Minimum Benefit resolution passed by the Trustees on September 8, 2023 are now fully funded and shall not be impacted by any change to contribution levels.

Pension Contributions over the age of 71:
Divert employers' contributions to members over the age of 71 to the Health and Welfare Trust.

II. Existing Employer Pension Plan (Existing Plan)

i) It is agreed that as of December 21, 1997 all participating Employees who are then covered by the Existing Plan shall cease any further accrual of pension benefits under the Existing Plan, except as specifically provided for in this Agreement.

ii) It is agreed that future participating Employees shall not become covered by the Existing Plan.

iii) Participating Employees as of December 20, 1997, and employees who are not actively at work at December 20, 1997 but are entitled to accrue service and benefits under the Existing Plan as at that date and former Employees who have retired or terminated and were subject to the Collective Agreement between the Employer and Union at their date of retirement or termination shall be covered under the Existing Plan for accrued benefits in respect of service up to December 20, 1997, on the following terms and conditions.

a) The Employer shall make no changes to the terms and conditions of the Existing Plan as it applied to persons in (iii) above without an Agreement between the Employer and the Union.

b) The Employer shall amend the Existing Plan to ensure that service, whenever that term is used for benefits eligibility, shall include all periods of credited service under this Plan and Trust. It is understood that the Plan and Trust will

similarly recognize service for benefit eligibility purposes all periods of credited service under the Existing Plan.

c) If the Retirement Committee of the Overwaitea/Save-On-Foods Division of the Plan and Trustees provide:

1. a pension benefit or an increase in pension benefit in respect of service prior to December 21, 1997 for those participating Employees including employees who are specifically excluded from the definition of participating Employee, who first became covered by the Plan and Trust as of that date; and

2. an increase in pension benefit in respect of service prior to December 21, 1997 above the level of benefit in effect for such service under the Existing Plan as of December 20, 1997, for participating Employees, including employees who are specifically excluded from the definition of participating Employee, who are already covered by the Plan and Trust as of December 20, 1997.

then the Employer shall be required to provide an increase in accrued benefits for each employee then covered under the Existing Plan provided that such employee is then eligible to retire at an early retirement date under the terms of the Plan and existing Plan. The amount of the increase in benefit that must be provided by the Employer under the Existing Plan shall equal fifty percent (50%) of the increased pension benefit granted in respect of service prior to December 21, 1997 for participating employees who are already covered by the Plan and Trust as of December 20, 1997 and then eligible to retire at an early retirement date under the terms of the Plan and Existing Plan.

It is expected under the foregoing arrangement that the increases in benefit granted by the Trustees in respect of service prior to December 21, 1997 to employees already covered by the Plan and Trust as of December 20, 1997 who are eligible for early retirement under the terms of the Plan and Existing Plan shall be twice as large as those granted to employees who satisfy the same condition as to early retirement but only became covered by the Plan and Trust on December 21, 1997. This will result in equal treatment of both groups of employees.

d) The Employer will provide to the Trustees a listing of all employees subject to the Collective Agreement as of December 21, 1997 who are specifically excluded from the definition of participating Employee in this Agreement, including the reason for their exclusion.

iv) Each employee of the Employer as of December 21, 1997, who is covered by the Existing Plan at December 20, 1997 and who is specifically excluded from the definition of participating Employee in this Agreement, shall continue to accrue benefits under the Existing Plan until such time as the definition of participating Employee is met or until the date of retirement, termination or death, whichever occurs first.

v) If, at a subsequent date, the Employer desires to transfer the liabilities (and appropriate assets) in respect of participating Employees under the Existing Plan to the Trustees of the Plan, the Union will assist the Employer in working out with the Trustees an appropriate basis for doing so.

III General

i) It is agreed and understood that the Plan and Trust shall not require the Employer to guarantee the benefits or assure its solvency.

ii) The Employer agrees to participate under 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 will continue to be registered under the Income Tax Act and the B.C. Pension Benefits Standards Act.

iv) The Employer will work with the Trustees to coordinate payment of benefits to participating Employees.

v) It is understood that initially only, the Retirement Committee/Trustees may desire to improve the benefits for service to December 20, 1997 under the Plan and Trust for participating Employees and for employees specifically excluded from the definition of participating Employees and for employees specifically excluded from the definition of participating Employee in this Agreement, who are covered by the Plan and Trust as of December 20, 1997, and in doing so this may create an unfunded actuarial liability which must be funded pursuant to the minimum funding requirements of the B.C. Pension Benefit Standards Act. Except for this improvement, it is agreed that in the operation of the Overwaitea/Save-On-Foods Division of the Plan and Trust, no unfunded liabilities will be created by making Plan improvements in respect of accrued benefits as of the date an improvement is to be made.

SECTION 17 – Notice or Pay in Lieu of Notice

The language in Section 17 applies only to Grid A employees (excluding Service Clerks and Demonstrators) who were employed at ratification 2013 (March 23, 2013):

17.01 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 four (4) months and up to two (2) years of continuous service
  - one (1) week's notice in writing or one (1) week's wages in lieu thereof.

- From two (2) years up to five (5) years' continuous service
  - two (2) weeks' notice 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.

17.02 This Section shall not invalidate an employee's right to process their termination and to be reinstated as set out in Section 24, providing the employee has been employed by the Employer four (4) calendar months or more.

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

17.04 Full-time employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time, unless terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without Leave except where the employee has a bona fide reason for such absence.

17.05 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 18 – Severance Pay

The language in Section 18 only applies to Grid A employees (excluding Service Clerks and Demonstrators) hired at ratification 2013 (March 23, 2013).

18.01 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:

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

Should a full-time employee go to part-time and later lose their employment due to the circumstances set out in Section **18.01**, 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 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.

Employees who qualify shall not be entitled to the benefits contained in Section 17.01 of this Agreement.

SECTION 19 – Miscellaneous

19.01 Maintenance of Adequate Heating Facilities

The Employer agrees to maintain adequate heating facilities in each store. Furthermore, the Employer shall follow the guidelines for temperature control, including absolute minimum and maximum temperatures as required by the government and/or W.C.B. regulations for the parcel pickup areas.

19.02 Union Decal

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

19.03 Wearing Apparel

The Employer shall furnish a smock or an apron to each employee and shall pay for the laundering of same.

The Employer shall provide each employee with two (2) shirts each calendar year. Employees shall be responsible for laundering and pressing these shirts. Employees who terminate their employment with the Employer shall return all of their shirts to their store.

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.

The Company will post a policy on Wearing Apparel, dress code and protective clothing following these principles:

1. The Company will provide and launder aprons as required.

2. The Company will provide uniforms as required but will only launder uniforms for Bakery Clerks and Meat Cutters.

3. Should an employee receive a coverall, the employee will be responsible for laundering.

19.04 Tools and Equipment

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

19.05 Charitable Donations

Employee donations to charity funds shall be on a strictly voluntary basis.

19.06 Time Off to Vote

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

19.07 Polygraph Tests

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

19.08 Information

Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Employer agrees to 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.

19.09 Intimidation

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

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

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

19.10 Picket Lines

The Employer agrees that, in the event of a legal picket line of another trade union being in existence at any of the Employer's stores within the Bargaining Unit, the Employer will in no way require or force members to report to work behind such a picket line. Nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at their place of work.

19.11 Bulletin Boards

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

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

A. Meeting notices.

B. Dental Plan information.

C. Pension Plan information.

D. Safety information.

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

19.1**2** Employee's Personnel File

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

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

19.1**3** 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 **25** of this Collective Agreement by bypassing all other steps in the Grievance Procedure.

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

   (i) That the change is made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;

   (ii) That the Employer will not proceed with a technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;

   (iii) That the Employer reinstate any employee displaced by reason of the technological change;

(iv) That the Employer pay to the employee such compensation in respect to their displacement as the Arbitration Board feels reasonable;

(v) That the matter be referred to the Labour Relations Board (under Section 54 of the Labour Code of British Columbia).

3. The Employer will give to the Union in writing at least ninety (90) days' notice of any intended technological change that:

(i) Affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and

(ii) Alters significantly the basis upon which the Collective Agreement applies.

19.1**4** Video Surveillance

Video surveillance has become a valuable resource for the protection of the Employer's assets and assuring the safety of its employees. This type of surveillance has proven to be a major deterrent to criminals and we will never know how many thefts and robberies have been prevented. Unfortunately, it is sometimes our own employees who are observed committing criminal acts in our stores.

Within the confines of the law, the Employer may use video cameras in almost any part of the store. The vast majority of employees have no need to be concerned and may be assured that common sense and discretion will prevail in choosing who is allowed access to any monitoring equipment or video tapes.

19.1**5** Changes in Work Operation

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

19.1**6** 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 24 of this Agreement.

19.1**7** Interpretation Guide Manual

All agreed interpretations shall be "With Prejudice" and be available for reliance purposes in arbitration hearings. Disputed interpretations shall be referred to expedited arbitration for resolution.

SECTION 20 – Harassment, Including Sexual Harassment, Bullying, and Discrimination

The Employer and the Union recognize the rights of employees to work in an environment free from harassment, including sexual harassment, and discrimination. Where an employee alleges that harassment including sexual harassment, bullying, or discrimination has occurred on the job the employee shall have the right to grieve under the Collective Agreement. Where an allegation of harassment sexual harassment, bullying, or discrimination has been received by the Employer or the Union, it will be investigated on a priority basis in accordance with the joint policy.

No Discrimination: Both the Employer and the Union endorse the principles outlined under the BC *Human Rights Code* wherein it is illegal for either the Employer and/or the Union to discriminate in respect to matters such as employment or membership in the Union because of race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or gender expression and age or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the employment or to the intended employment of that person. The Parties agree that this list of protected grounds shall be amended concurrently when there are amendments to the BC *Human Rights Code*.

SECTION 21 – Health, Safety & Education Fund

The Employer agrees to continue to contribute ten cents ($0.10) per hour for every hour worked by members of the UFCW Local 1518 Contract Area, based on Dental Plan hours, to the United Food and Commercial Workers, Local 1518, Health, Safety and Education Training Fund. Employer contributions shall increase by one cent ($0.01) per hour the first Sunday in April 2017 and increase a further one cent ($0.01) the first Sunday in April each year thereafter until Employer contributions become 20 cents ($0.20) per hour:

Effective Date	New Contribution Rate (per hour worked)
April 2, 2017	11 cents ($0.11)
April 1, 2018	12 cents ($0.12)
April 7, 2019	13 cents ($0.13)
April 5, 2020	14 cents ($0.14)
April 4, 2021	15 cents ($0.15)
April 6, 2022	16 cents ($0.16)
April 2, 2023	17 cents ($0.17)
April 7, 2024	18 cents ($0.18)
April 6, 2025	19 cents ($0.19)
April 5, 2026	20 cents ($0.20)

SECTION 22 – Health and Safety Store Committees

22.01 The Employer agrees to maintain a Health and Safety Committee in each store. The Committee shall function in accordance with the Workers' Compensation Board Health and Safety Regulations. The Committee shall consist of a minimum four (4) members including a Worker Co-chair, a Worker Representative, an Employer Co-chair, and another representative who is mutually selected by the two Co-chairs. Additional members above the minimum shall be mutually selected by the Co-chairs.

A member of the bargaining unit shall be elected by Bargaining Unit members in the store or shall be appointed by the Union to the Health and Safety Committee.

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

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

22.03 Provincial Health and Safety Committee and Training

The parties agree to establish a Provincial Health and Safety Committee of three (3) representatives from the Union and three (3) representatives from the Employer.

The parties are committed to enhancing and promoting the Health & Safety that is consistent with our Shared Values. Therefore, it shall be the responsibility of the Provincial Health & Safety Committee to develop strategic plans to implement the following objectives:

1. To raise Health & Safety awareness and engagement of all team members through timely and effective two-way communication of Health and Safety Initiatives.

2. To ensure consistent and effective Health & Safety training to empower team members and increase confidence in health and safety knowledge.

3. To ensure thorough and accurate reporting, and timely follow-up on Health & Safety issues at store level.

4. To meet, or where mutually agreed, exceed all applicable statutory and regulatory standards, including but not limited to, WorkSafe BC, Occupational Health and Safety Regulations, etc.

5. To develop a process to ensure all third party contractors, including the equipment and supplies they use, are in compliance with WorkSafe BC regulations to ensure the safety of all Team Members and customers.

6. To allocate the necessary time and resources in-store Health & Safety Committees to follow through on the objectives listed above.

The Provincial Health and Safety Committee shall have the discretion to modify the objectives listed above by mutual consent.

The committee shall meet on a quarterly basis. Committee functions include:

A. Establish and implement health and safety policy.

B. Discuss and decide issues arising from unresolved work site committee recommendations.

C. Assist and ensure compliance with WCB regulations.

D. Develop and implement Employer/Union ergonomics programs.

E. Establish and implement ergonomic training for committee members and employees at risk of M.S.I.

In the event of a disagreement, and when there is no consensus of the committee members, the issue(s) may be referred to an independent third party chosen by mutual agreement of the parties, who shall recommend reasonable solutions to be implemented by the committee.

All safety clothing and protective equipment (excluding safety footwear) required for the protection of employees, or as required by the Employer, or as per WCB orders on the Employer, shall be provided for and maintained by the Employer. The Employer will continue the present practice of providing a selection of rubber safety boots for use by employees for as long as the employees, employed at date of ratification 1997 *(August 17, 1997)*, in the store desire this option.

In an effort to strengthen the effectiveness of our store joint committees, the parties shall jointly develop and facilitate eight (8) hours of annual training and education which satisfies the Educational Leave requirement in the *Workers' Compensation Act*. An employee may opt out of the joint training session but only if the employee is taking another recognized training program.

22.04 The Employer and the Union agree to the following to improve the effectiveness of the Provincial Health and Safety Committee.

A. Ensure proper protocol at store level, utilizing the in-store Health and Safety Committee to address the store specific issues.

B. As per protocol, if efforts are exhausted at store level, the issue must be raised at the Provincial Committee level for resolution.

C. Provincial Committee to jointly respond to the specific stores in a timely manner.

D. If deemed necessary by the Employer or the Union, the Joint Committee may refer unresolved issues to mediation using an independent third party for resolution.

SECTION 23 – Management Rights

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

During the first four (4) months of employment, new hires 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. **In the event a probationary employee is absent from work for more than fifteen (15) cumulative calendar days during the probationary period, excluding discretionary leaves, such as R.T.O., the probationary period shall be extended by a period equal to the total duration of such absence. The Employer shall notify the Union should an employee's probationary period be extended.** It is agreed that the probationary period will not apply if it can be shown that an employee has been terminated for any lawful Union activity as set forth in Section 19.09 of this Agreement. Those matters requiring judgment as to competency of employees are also agreed to be the sole right

and function of Management subject, however, to discharge of employees on grounds of alleged incompetency being processed under Sections 24 and 25 of this Collective Agreement, providing that such employees have been employed by the Employer four (4) calendar months or more. 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 24 – Grievance Procedure

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

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

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.

24.02 Grievances involving the dismissal or layoff of an employee must be submitted to the Employer within ten (10) working days from the date of dismissal or layoff or be waived by the aggrieved party, provided notice has been given as required under Section **17**.

24.03 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.

24.04 The Employer agrees to reply in writing as to the disposition of all Grievances submitted by the Union.

SECTION 25 – Board of Arbitration

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

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Employer and the Union shall each select a representative to serve on the Board of Arbitration. The representative of the Employer and the representative of the

Union shall, within five (5) days (excluding Sundays and holidays) after they have both been selected, choose an additional member to act as Chairperson. In the event of failure of the nominees of the Union and the Employer to agree upon a Chairperson within the five (5) day period specified, the Minister of Labour of British Columbia shall be immediately requested to name a third member who shall act as Chairperson of the Board of Arbitration.

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

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

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

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

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.

25.02 Arbitration Procedure

This Section applies to interpretation grievances or grievances regarding the discharge of an employee.

(a) Any interpretation grievance or grievance regarding the discharge of an employee which has been processed through the relevant Steps of the grievance procedure without being settled may be submitted to a single arbitrator.

At the time that either party serves notice, in writing, of its intention to proceed to arbitration, it shall at the same time notify the other party of the names of up to three (3) potential arbitrators.

The other party shall not be obligated to agree to one (1) of the names put forward. Nevertheless, the Union and the Employer shall, within fifteen (15) working days of notification being received by the other party, agree on a single arbitrator.

Should the parties fail to agree on the selection of an arbitrator within the prescribed time limit, application may be made by either party pursuant to

Section 86 of the Labour Relations Code of British Columbia to appoint an arbitrator.

(b) The arbitrator shall be requested to render a decision within a period of one (1) month following their appointment. The arbitrator's decision shall be final and binding on both parties to this Agreement.

(c) The arbitrator shall not be vested with the power to change, modify or alter any part of this Collective Agreement except under the provisions of Section 89 of the Labour Relations Code of British Columbia.

(d) Each party shall pay one-half (1/2) of the fees and expenses of the arbitrator, including any disbursements incurred by the arbitration proceedings.

25.03 Expedited Arbitration

In the event Section 104 of the BC Labour Relations Code is deleted from the Code, the provisions of Section 104 shall be adopted and included in this Agreement.

25.04 Board of Arbitration

Ken Saunders, Colin Taylor and Chris Sullivan (or any other individual agreed by the parties) may be scheduled on a rotating basis to conduct expedited hearings each month on the following basis:

1. Either party may refer grievances to this process upon providing the other party with three (3) weeks notice of a grievance being referred.

2. Only grievances where the parties have shared all relevant information regarding the grievance, and all reliance documents and facts have been exchanged, shall be referred. The parties agree that disclosure of information and documents will take place in a timely manner.

3. New evidence, including facts or documents, may be introduced after the referral is made only where disclosure of this new evidence was not possible prior to the referral. In such cases, the party that is introducing the new evidence shall provide immediate disclosure to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow a fair opportunity for analysis and reply.

4. Interpretation grievances or grievances regarding the discharge of employees shall not be referred to this process unless mutually agreed by both parties.

5. Decisions of the Troubleshooter shall be in writing but shall be without prejudice, non-precedent setting and shall not be publicized.

6. Legal counsel shall not be used by either party.

7. The parties shall develop other procedures or guidelines as necessary.

SECTION 26 – Expiration and Renewal

26.01 This Agreement shall be for the period from and including **April 1, 2023,** 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, 2028**, 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 Section 26.01 (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 Code of British Columbia, or

2. The Employer gives notice of lockout in compliance with the Labour Code of British Columbia.

The operation of Sections 50(2) and 50(3) of the Labour Code of British Columbia are hereby excluded.

26.02 Bargaining Protocol

It is agreed that the Union shall within the four (4) months immediately preceding March 31, 2028, only deliver notice pursuant to Section 26.01 (B) of the Collective Agreement for employees within either the Zone 1 Bargaining Unit or the Zone 2 Bargaining Unit, but not 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 that six (6) months prior to the expiry of the Collective Bargaining 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.

The Employer agrees that in the event of a strike or lock-out no management exclusions from the other bargaining unit may work in the struck or locked-out area.

26.03 New and Replacement Stores – Ten Years Labour Peace as follows:

The Union and Employer agree that the following shall apply to all New and Replacement stores (including acquisitions) opened after January 1, 2013.

1. The Parties agree that for ten years from the date of the opening of each New (including acquisitions) or Replacement store the following shall apply:

a) The Employer agrees not to authorize or implement a lockout of the employees at any stores that meet the requirements of this provision;

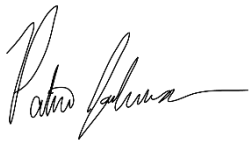
b) The Union agrees not to authorize or implement a strike of the employees at any stores that meet the requirements of this provision; and

c) The Union agrees not to picket at any stores that meet the requirements of this provision.

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

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

SIGNED THIS ____ DAY OF_____ , 2026.

FOR THE UNION	FOR THE EMPLOYER
	
Patrick Johnson	Ian Kato
Ronda Melbourne	Nicole Noel
Jason Frank	Brandi Bruneau
Ashley Cambell	Tess Frey
Dave Diamond	Kevin Steward
Jaime Emerson	Matt Hexter
Marylou Fonda	Chris Abraham
James (Jimbo) Grant	Andrew Warrington
Kathleen Guerin	Emily Wessel
David Gutierrez	Harjit Kaur
Chris Holowka	Grace Lee
Erica Jones	Champathi Tennakoon
Anita Letendre	
Niska Vollert	

LETTER OF UNDERSTANDING #1 – Re-Opening

The Union and the Employer agree as follows:

1. Within six (6) months immediately preceding March 31, 2026, or any subsequent anniversary date thereafter, either party may give notice to the other party to negotiate changes to the current collective agreement.

2. If the parties are unable to agree on what if any changes the collective agreement are to occur, the parties shall resolve their dispute through final offer selection interest arbitration for a binding settlement.

3. The parties will agree to the appointment of the interest arbitrator.

4. Each party shall formulate their own final offer, which shall include the items previously agreed to in their negotiations.

5. The final offer selection arbitrator shall hear submissions from each of the Parties and then select one of the final offers. The final offer selection arbitrator shall take into consideration the economic and competitive climate of the Employer's business, and the interests raised in 2012/2013 bargaining.

6. The final offer selection arbitrator shall not have the power to change the expiration date of this collective agreement which is March 31, 2023. Subject to what the Parties agree to at the first full re-opener in 2018, there shall be additional full re-openers prior to March 31, 2023, upon request by either party.

RENEWED THIS 27 DAY OF October, 2026.

FOR THE UNION	FOR THE EMPLOYER
Patrick Johnson President	Ian Kato Director, HR Operations

LETTER OF UNDERSTANDING #2 – No more Grid A Promotions and 4000 + Grid B Employees

Effective Sunday after ratification 2013 there shall be no further movement of Grid B employees or employees hired after ratification 2013 to the Grid A rates of pay and benefits.

Any 4000+ hour Grid B employees (those identified as 4000+ Grid B at ratification 2008) who are still Grid B at Sunday after ratification 2013 (including those who are frozen in Quarterly Review stores) shall have the following opportunity:

a) Those under $20 per hour shall receive 25 cent per hour rate of pay increases every further 520 hours worked until they achieve a $20 per hour top rate of pay.

b) Those over $20 per hour shall be red-circled at their current rate of pay and, along with those that achieve the $20 per hour top rate of pay after ratification, will be provided with other yearly monetary adjustments set out in this Agreement for Grid A employees.

c) All 4000+ hour Grid B employees shall be provided with full Grid A benefits (including vacation), except ATO, provided they work the required number of average weekly hours to qualify for benefits.

d) All 4000+ hour Grid B employees shall be provided with a voluntary severance offer – with terms to be determined by the Employer under LOU #7.

e) All 4000+ hour Grid B employees shall be provided with a $5,000 lump sum payment should they decline their voluntary severance offer – this payment shall be made within 3 months of ratification.

Chris Sullivan – Various Matters (October 12, 2018)
All active Grid B 4000+ at top rate shall receive a twenty cent ($0.20) off-scale wage increase with each 520 hours worked until they achieve a top rate of twenty-two dollars twenty-five cents ($22.25) per hour.

RENEWED THIS 27 DAY OF October, 2026.

FOR THE UNION	FOR THE EMPLOYER
Patrick Johnson	Ian Kato

LETTER OF UNDERSTANDING #3 – Joint Union/Management Quarterly Reviews

COMMITMENT STATEMENT – The Quarterly Review process is intended to improve a store's financial viability, including preventing store closure and to provide employment security for its employees. The Employer will advise the two senior officials of the Union at least three (3) months in advance of its intention to refer a store to the Quarterly Review process and will work with the Union to ensure the issues giving rise to the viability concerns are sufficiently communicated to the employees.

The Employer agrees to meet within thirty (30) days after ratification with the Senior Officials of the Union to discuss threshold standards to ensure the parties have a common understanding of the reasons behind a store being referred under this process.

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

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

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

The Employer and the Union shall first examine measures within the Collective Agreement that could be taken. If necessary, the Employer and the Union shall have the authority to make amendments to the Collective Agreement**,** including temporary modifications. If no agreement can be reached on Collective Agreement amendments, the matter may be referred to final offer selection arbitration for final and binding resolution. The arbitrator shall consider similar provisions within this Agreement and the particular store(s) economic position in the local marketplace. The Employer shall not initiate the Quarterly Review process for the purposes of modifying terms of the Collective Agreement for any more than five (5) stores per year unless mutually agreed to by the parties, with the exception of acquisition stores for which the Employer shall have detailed discussions with the Senior Officials of the Union, including any temporary measures that can be taken, prior to initiating any such process.

Further, should the Employer consider converting stores in the Zone 2 Bargaining Unit to a banner not covered by this Agreement, it is agreed that this matter shall be referred to the process described below.

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

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

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

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

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

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

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

It is agreed the arbitrator will engage the parties in mediation prior to commencing the final offer selection arbitration. The parties agree to disclose which specific areas of the collective agreement they intend to modify prior to the mediation process commencing.

The Employer agrees no stores shall be placed on Quarterly Review in 2018, 2019 or the last year in the term of this Collective Agreement.

On a one-time only and without prejudice basis, active employees at ratification 2021 in existing Quarterly Review stores shall be paid the applicable lump sum payments contained in this 2021 Memorandum of Settlement as well as the lump sums contained in the collective agreement for the year 2021.

SIGNED THIS 27 DAY OF October, 2026.

FOR THE UNION

Patrick Johnson

FOR THE EMPLOYER

Ian Kato

Ian Kato

LETTER OF UNDERSTANDING #4 – New Banners

In the event the **Pattison** Food Group decides to open stores operating under a new banner, that are different in size or type 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. The Employer will review information with the Union regarding the number of stores and type of operation contemplated. This information will be reviewed in confidence and in a meeting format and printed information will not be available for retention by the Union.

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

The parties confirm their agreement that the Job Security Guarantees in Letter of Understanding #8 shall apply to all employees impacted by a conversion or proximity event.

RENEWED THIS 27 DAY OF October, 2026.

FOR THE UNION	FOR THE EMPLOYER
Patrick Johnson	Ian Kato

LETTER OF UNDERSTANDING #5 – Customer Service Program

If the Employer introduces a “Customer Service Program”, it will not in any way threaten the job security or the normal working environment of any employee.

The purpose of the Employer’s Customer Service Program is to objectively assess the store’s performance as it pertains to the delivery of service to the customers and will not be used as an evaluation of an individual employee’s performance.

RENEWED THIS 27 DAY OF October, 2026.

FOR THE UNION	FOR THE EMPLOYER
Patrick Johnson	Ian Kato

LETTER OF UNDERSTANDING #6 – Simplify CBA

The Employer and Union have agreed to undertake a review of the collective agreement with the intention of making it easy to use and understand. In the Growing our Future recommendations and discussions during bargaining, the parties identified the following principles upon which to follow.

Guiding Principles:

1. Simplify the Collective Agreement consistent with the parties' commitment during Canadian Professional Management Services (CPMS) Labour Relations sub-committee discussions.

2. Create a Summary of the Collective Agreement that captures the meaning and intent of the language and that is easy to use and understand by everyone. This Summary shall explain the Collective Agreement in clear language to ensure a proper understanding of the meaning behind the language.

3. Ensure the Summary of the Collective Agreement is the document to be accessed when searching for the 'answer' (i.e., **r**ather than have to search for pre-existing arbitration awards).

4. Ensure information contained in the Summary is easy to find.

5. Remove any outdated, redundant, repetitive or conflicting language.

6. Review the Growing our Future Report dated January 17 2012 and review the feedback as well as the CPMS Recommendations as they relate to a simplification of the current Collective Bargaining Agreement.

Process and Timing:
The Parties agree that a committee will be formed with representatives from both the Employer and the Union to develop the Summary of the Collective Agreement and shall have the above process complete within one (1) year. This committee will provide interim progress reports to the senior leadership from both organizations every 90 days at the Senior Leaders Committee Meetings.

3rd Party Resolution Process:
If the Summary is not completed within the timeline set out above it is agreed that the bargaining committees will retain a facilitator to guide the committees through the outstanding issues and interests in an attempt to resolve all issues.

If all issues cannot be resolved within 30 days of the appointment of the facilitator any outstanding issues will be referred to the Senior Leaders Committee.

RENEWED THIS 27 DAY OF October, 2026.

FOR THE UNION	FOR THE EMPLOYER
Patrick Johnson	Ian Kato
Patrick Johnson	Ian Kato

LETTER OF UNDERSTANDING #7 – Voluntary Severance

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

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

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

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

It is understood that hours of work that become available as a result of this offer will flow to other employees in accordance with the terms and conditions of the collective agreement and will not be considered “bought hours.”

RENEWED THIS 27 DAY OF October, 2026.

FOR THE UNION	FOR THE EMPLOYER
Patrick Johnson	Ian Kato

LETTER OF UNDERSTANDING #8 – Job Security Guarantee

This Letter of Understanding reflects the discussions that took place during collective bargaining regarding job security and growth.

It is understood that the Employer is committed to continuing to grow the business of the **Pattison** Food Group with a primary focus on either Save-On-Foods or **Pattison Foods Group** and through this growth to provide secure employment to members of the bargaining unit.

In addition, to help create growth opportunities that may not otherwise be available, the Employer has invested in the development and acquisition of alternate banners. The Employer voluntarily recognized UFCW Local 1518 to represent these banners and the Union and Employer have negotiated collective agreements for them in accordance with Letter of Understanding #4**.**

The parties recognize that these banners are essential to overall growth and security and that they have been introduced to enhance the primary business of the company and are not intended to adversely impact employees.

Therefore, the Employer and Union agree the following Job Security Guarantees shall apply to all employees impacted by either a conversion or proximity event. Further, should this Letter of Understanding be deleted at some future date, impacted employees protected by this Letter of Understanding shall continue to receive the protections set out below for the balance of their career. In addition, any changes negotiated to the job security guarantees shall apply to employees previously impacted by a conversion or proximity event.

1. If the Employer opens a store under a banner not covered by this Collective Agreement, in close proximity to a store covered by this Agreement, employees covered by the Job Security Guarantee will not suffer a reduction of hours, pay or benefits as a result of this store opening.

2. If the Employer converts a store covered by this Collective Agreement, to a banner not covered by this Collective Agreement, employees covered by the Job Security Guarantee will not suffer a reduction of hours, pay or benefits as a result of this store conversion.

If one of the above events occurs, and an employee covered by the Job Security Guarantee is impacted, the employee may be transferred to another store covered by this Collective Agreement within the Contract Area. As an alternative, the employee may be transferred to a store operated by the Employer, which is covered under another Collective Agreement.

For purposes of this provision, it is understood that an employee will not be transferred to a store which is more than forty (40) kilometres away from the impacted store.

For purposes of this provision, “hours” is defined as the average weekly hours worked by the employee in the fifty-two (52) weeks immediately prior to the event. All paid time including absence due to sickness and any LOA, TAB, WCB, WI, and LTD shall be considered time worked. This provision does not restrict an impacted employee from increasing their number of hours worked should additional hours become available.

For purposes of this provision, “pay” is defined as the rate of pay the employee is receiving for their classification at the time of the event and is subject to adjustment consistent with adjustments made for employees in the classification in the future.

For purposes of this provision, “benefits” is defined as the benefit program, including pension that the employee is participating in at the time of the event and is subject to adjustment consistent with adjustments made for employees in the classification in the future. This provision does not restrict an impacted employee from achieving additional benefit coverage that may result from working additional hours of work.

In the event of a conversion, an employee shall maintain any Sunday restriction, off-till duties, assignments in the same classification, consecutive days off, consecutive days of work, and/or daily seniority that the employee had at the time of the conversion.

The Employer and the Union agree that the following process shall be employed by the parties to manage the transition for employees in impacted stores.

a) The Employer agrees to meet with the Union when an announcement of the opening of a New Store or a conversion is about to be made.

b) The meeting with the Union will review projections (sales, hours of work) for the new location or converted store and the projected impact if any, on the sales and hours or work for other stores in the marketplace.

c) If an impact on hours of work is projected, the impact will be quantified and analyzed to determine where the impact will occur in each of the classifications and/or departments in the impacted store.

d) In the event that transfers of employees covered by the Guarantee are required, the Union and the Employer will work together to manage the placement of these employees.

e) Impacted employees may volunteer to accept a transfer to a store which is further than forty (40) kilometers away from the impacted store or to other stores outside of their Contract Area within their Job Security Zone. If such a transfer does occur, the employee shall retain their seniority date.

f) The Union and the Employer shall maintain the right to develop any other job protection initiatives, on a mutually agreed basis, so long as there is no impact on the rights of other employees. For example, the parties may review a process to facilitate the transfer back to a store covered by this Collective Agreement for an impacted employee who has moved to a store covered by another Collective Agreement.

g) After conversion has occurred impacted employees shall be given the opportunity to return to their former banner’s Bargaining Unit when vacancies occur.

   It is agreed that impacted employees shall be able to compete for job postings in their former banner’s Bargaining Unit as if they were still in that Bargaining Unit. This will ensure non-impacted employees continue to have access to full time vacancies as both impacted and non-impacted employees shall compete for full time vacancies by seniority (in the case of impacted employees they shall use their former Bargaining Unit’s seniority date).

In the event that a store is converted to a banner not covered by this Collective Agreement, the Collective Agreement in effect for that banner will cover all employees except for employees who move into the store under the Job Security Guarantee.

In the event that an existing Save-On-Foods store is impacted by the opening of a new Save-On-Foods in close proximity, the parties agree on a without prejudice basis to micro-manage any significant negative impact on hours to any employee covered by Pay Grid A. This will be done on the same basis as “Key Personnel” reductions, i.e. vacant positions in other stores within forty (40) kilometres.

RENEWED THIS 27 DAY OF October, 2026.

FOR THE UNION	FOR THE EMPLOYER
Patrick Johnson	Ian Kato

LETTER OF UNDERSTANDING #9 – Replacement Stores

A Replacement Store is defined as:

(a) a store which is completely rebuilt, or

(b) a store which is expanded in size through the movement of a perimeter wall, or

(c) a store which is remodeled, provided that the remodel is significant in scope subject to mutual agreement

(d) In the case of Replacement Stores that fall under the definition in (c) above, the following provisions and procedures will occur:

Prior to commencement of the remodel project, the Employer will meet with the Union and communicate the intention to complete the remodel project and have it considered a Replacement Store.

The scope of the project, the anticipated timeline for completion and the estimated cost of the project will be reviewed.

It is understood that these projects will go beyond simple maintenance and equipment replacement and involve considerable improvements in the store to drive additional business. On completion of this review, the parties will confirm that the project qualifies under the Replacement Store definition.

(e) The following reflects the discussions and understanding between the Employer and the Union in regards to certain store remodels that the Employer may complete during the term of the current collective agreement.

Also, under the Replacement Store provisions of the agreement, in situations where the Employer remodels a store and such remodel is significant in scope, the parties may mutually agree that the store will be considered a Replacement Store.

To reach this agreement, the Employer will review available information with the Union including project scope, timelines, cost, project plans and an overall summary of the project. This information will be reviewed in a meeting format and printed information will not be available for retention by the Union.

It is understood that the parties will agree to consider the store a Replacement Store if the Employer makes a significant financial investment in the remodel. For purposes of this provision, a significant financial investment has been defined as an investment of at least $2 million.

RENEWED THIS 27 DAY OF October, 2026.

FOR THE UNION	FOR THE EMPLOYER
Patrick Johnson	Ian Kato

LETTER OF UNDERSTANDING #10 – Movement between Banners

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

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

This provision shall only be available to employees who are members of a Bargaining Unit.

The parties agree to the following pilot:

- Non-grid A employees from SOF BC, PriceSmart Foods and Urban Fare stores (including Mission Park) shall be eligible to apply for key personnel positions across this banner group.

- The successful applicant moving under this provision shall maintain their seniority date in the store they move to. Once the employee moves to the other banner store, the employee shall be covered by all of the terms of that banner's collective agreement and will become a member of the Bargaining Unit covered by that collective agreement.

- If the successful applicant is accepting a lateral move across banners, their rate will be placed on the new banner scale or salary with their experience hours.

- If the successful applicant is being promoted, they will move to the next highest rate on the wage scale or salary, whichever is applicable.

- If the successful applicant is currently earning a higher wage than the top rate on the receiving banner wage scale or salary, they will be red circled at their current rate and will receive future raises based on the terms in the receiving collective agreement.

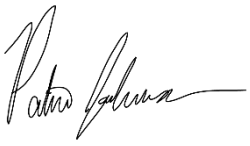
- Vacation entitlement and benefit qualification to the new banner shall transition with the intent that the successful applicant will keep what they currently have, up to the maximum of the receiving banner's collective agreement.

- Should the employee step down or be demoted within six (6) months following the move, they shall return to the sending banner store. Upon return, the employee shall be covered by all of the terms of that banner's collective agreement and will become a member of the Bargaining Unit covered by that collective agreement.

The pilot will be reviewed after six (6) months from the date of this agreement at which time the parties can agree to modify, extend or end the pilot. Should no agreement be reached at this time then the pilot will end at the 2026 re-opener.

RENWED THIS 27 DAY OF October, 2026.

FOR THE UNION



Patrick Johnson

FOR THE EMPLOYER



Ian Kato

LETTER OF UNDERSTANDING #11 – Open Availability Premium Pilot

- **Eligible employees will receive up to a $3.00/hour premium up to a maximum of $21.00/hour for actual hours worked (a.k.a. "feet on the floor" hours).**

- **Eligible team members are non-grid A team members (including Management Trainees, Team Leads and Assistant Department Managers):**
  - **whose rate of pay is less than $21.00/hour, and**
  - **who are fully available to work any hours at any time during the week, including days, evenings, weekends, and overnight shifts.**

- **Team members who restrict their hours and/or availability will not receive the premium.**

- **Top rate employees (excluding Department Managers and Supervisors, Team Leads and Assistant Department Managers) who are fully available to work any hours at any time during the week, including days, evenings, weekends, and overnight shifts will receive a dollar ($1.00) premium for all hours worked.**

- **Eligible employees (including Grid A) must be fully available to work any hours at any time during the week, including days, evenings, weekends, and overnight shifts.**

- **Should the Employer cease the Pilot in any store, they shall notify the Union and the affected employees with at least two (2) months' notice.**

The union reserves the right to grieve and arbitrate any modification to the premium pilot from what is outlined in this agreement, so long as that change was not mutually agreed to by the parties. The agreement to this premium pilot is without prejudice to the union and any future position it may take on any related matter.

SIGNED THIS 27 DAY OF October, 2026.

FOR THE UNION	FOR THE EMPLOYER
Patrick Johnson	Ian Kato

LETTER OF UNDERSTANDING #12 – Script Care

This language only applies to Pharmacy Assistants employed at ratification 2013 (March 23, 2013) who have opted out of cross-classification work:

In addition to the terms of agreement already in place between the parties regarding the movement of retail Pharmacy Assistants to the Script Care facility, the Employer will address any additional impact in hours by permitting Pharmacy Assistant to work hours in other areas of the store until they achieve their average hours of work prior to their store participating in the Script Care facility. When working in a classification with a higher top rate, Pharmacy Assistants will receive the next highest rate of pay. When working in other classifications that are not higher, Pharmacy Assistants will receive their current classification rate of pay.

RENEWED THIS 27 DAY OF October, 2026.

FOR THE UNION	FOR THE EMPLOYER
Patrick Johnson	Ian Kato

LETTER OF UNDERSTANDING #13 – Conversion Store Transition Matters

Coopers Foods Transition Matters

The parties agree that those Cooper's Foods employees covered by the Sullivan Award dated October 1 2015 shall receive wage increases consistent with the respective Grid A and Grid B off-scale wage increases and lump sums in this settlement. These employees shall continue to receive the benefits captured in paragraph 1 points a through e.

A. Section 9.01 – Vacation Entitlement and Pay
B. Section 10 – Health and Welfare
C. Section 11.05 – Sick Leave
D. Section 12 – Pension
E. Schedule A – Schedule of Wages

*or the relevant section of the collective agreement

The parties agree to refer the transition of all current former Cooper's Foods employees to the SOF BC CBA to Arbitrator Chris Sullivan, who shall assist the parties in forming a recommendation to the Trustees.

PriceSmart Foods – Red-Circled Key Personnel
The parties agree that red-circled Team Leaders in former PriceSmart stores that have converted to Save-On-Foods shall be placed on the Lead Hand wage scale and be eligible for the non-Grid A lump sum and off-scale wage increases in this settlement.

The parties agree that red-circled Assistant Department Supervisors in former PriceSmart stores that have converted to Save-On-Foods shall receive the off-scale wage increases outlined in this settlement for non-Grid A Key Personnel.

RENEWED THIS 27 DAY OF October , 2026.

FOR THE UNION

Patrick Johnson

FOR THE EMPLOYER

Ian Kato

Ian Kato

LETTER OF UNDERSTANDING #14 – Retail Trainers

Retail Trainers

Further to the Employer's commitment to training during the re-opener negotiations in 2018, the parties anticipate the need to assign regional training duties to bargaining unit members. The parties agree that bargaining unit employees may be selected to perform training work for the Save-On-Foods banner and such employees shall be referred to as Retail Trainers. Retail Trainers shall:

- continue to be paid through their home store as a bargaining unit member and will not be required to take a leave of absence or a TAB.
- work with the Langley Office business units to train employees in new stores, renovating stores, and in the implementation of new programs
- support proper training in all Save-On-Foods stores
- perform other duties related to training as assigned
- have their hours of work not negatively impact the hours of any bargaining unit employee

A bargaining unit Retail Trainer may work in this position for up to two (2) years without affecting their bargaining unit seniority. For further clarity, the parties agree that a bargaining unit Retail Trainer cannot use any leave provisions in the Collective Agreement to protect their seniority and/or prolong their role in this position beyond the two (2) years.

It is noted that if the above positions become vacant, the work may be assigned to bargaining unit employees and/or excluded employees at the discretion of the Employer.

Should any issues arise that are associated with this Letter of Understanding, the parties in good faith shall meet to seek a remedy.

RENEWED THIS 27 DAY OF October, 2026.

FOR THE UNION	FOR THE EMPLOYER
Patrick Johnson	Ian Kato

LETTER OF UNDERSTANDING #15 – Basic Work Week – Modified Schedule

RE: 4 day work week

The Parties agree to establish a sub-committee comprised of an equal number of Union and Employer representatives, for the purposes of developing and implementing a modified work schedule pilot project.

The sub-committee will establish a modified work schedule containing at least one (1) of the following options:

a) four (4) shifts per week, ten (10) hours per shift

b) (4) shifts per week, nine (9) hours per shift.

The sub-committee will meet within ninety (90) days of ratification of the collective agreement.

Pending agreement between the parties, the sub-committee may implement the modified work schedule pilot in a minimum of five (5) stores within one year after ratification of the collective agreement.

The Parties agree that modified terms of the collective agreement may be necessary for operation of the modified work schedule pilot project.

Either party may terminate the pilot by providing at least sixty (60) days' notice to the other party and impacted employees.

RENEWED THIS 27 DAY OF October, 2026.

FOR THE UNION	FOR THE EMPLOYER
Patrick Johnson	Ian Kato

LETTER OF UNDERSTANDING #16 – New Store Concepts

Consistent with Section 9.01(**7**), stores with full concept departments, including Sunwood Square and Park and Tilford will have the following additional structure when such concept department is implemented.

1. Exclusions:
    - **a.** 3rd Assistant Store Manager
    - **b.** Head Chef

2. Key **P**ersonnel:

    - **a.** Department Managers: Floral, Seafood, Ecommerce, Cake Centre, Health, Beauty and Wellness

    - **b.** Team Lead**s:** Ecommerce (3).

    - **c.** Assistant Department Manager**s**: Seafood, **Cake Centre, Wine**

    - **d. Assistant Head Chef**

    - **e. Sous Chefs**

    - **f. Chef de Parties**

3. Specialists:
    - **a. Specialists: Nutrition,** Cheese, Bakery Fresh, Meat Demo, **Cut Fruit**.

    - **b. Rate of pay for Specialists (except Nutrition) shall follow the Team Lead wage scale. If programs are discontinued, then the Specialists will merge into cross-classification with their seniority.**

    - **c.** Nutrition Specialists wage scale**:**

Steps			Nutritionist Specialist
1	0	1040	21.00
2	1041	2080	21.50
3	2081	3120	22.00
4	3121	4160	22.50
5	4161	5200	22.75
6	5201	6240	23.00
7	6241	7280	23.25
8	7281	8320	23.50

The employer will consult with the union on rates of pay for the Assistant Head Chef, Sous Chefs and Chef de Parties positions.

The Department Manager, Meats in Sunwood and Park & Tilford shall be paid at a higher rate than department managers outlined in **S**ection 6.03.

a) The annual salary for this position is $55,000 ($26.44/hr.)
b) The Employer shall consult with the Union before any change in salary.
c) This position will continue to receive the off-scale raises outlined in section 6.03.
d) This position is unique to Sunwood and Park & Tilford, and employees in this position will not transfer to another SOF store with this unique salary.

The Employer may leave any of the above positions vacant.

Should the Employer open other stores that have a new concept that is a different size and/or offering, they will advise the union and meet to discuss terms.

RENEWED THIS 27 DAY OF October, 2026.

FOR THE UNION	FOR THE EMPLOYER
Patrick Johnson	Ian Kato

LETTER OF UNDERSTANDING #17 – Front End Manager Pilot

The parties agree to pilot a Front End Manager position in up to five (5) existing stores and up to five (5) conversion stores, to a maximum of ten (10) stores. The selection of the existing stores shall be in consultation with the Union.

The intent of the program is to provide employees with a pathway for career advancement and growth and to strengthen customer service by improving support, coordination, and leadership for employees on the front end.

The parties acknowledge that the Front End Manager position is managerial in nature.

Employees who hold a Service Desk ranking will continue to be maximized in their off-till duty ranking and these hours will not be negatively impacted by the implementation of this position.

The Employer will not promote a second Centre of Store Assistant Department Manager in any stores participating in the pilot that do not already have a second Centre of Store Assistant Department Manager at the time of joining the pilot.

This position shall be posted as per Section 6.03 (9) (EOP).

The pilot will expire at the end of the Collective Agreement. The parties are committed to reviewing the pilot during bargaining 2028.

SIGNED THIS 27 DAY OF October, 2026.

FOR THE UNION	FOR THE EMPLOYER
Patrick Johnson	Ian Kato
Patrick Johnson	Ian Kato

LETTER OF UNDERSTANDING #18 – Open Availability Bonus Time (BTO) Pilot

The purpose of the Open Availability Bonus Time Off Pilot is to recognize and provide paid Bonus Time Off (BTO) for non-Grid A (excluding Key Personnel) employees who maintain open availability.

Open Availability means that the employee is fully available to work any hours at any time during the week, including days, evenings, weekends, and overnight shifts (except for employees under 9.20 (7)). Employees who have open availability will still have the option of one (1) Weekday Restriction as per Section 9.12.

Effective six (6) months from date of hire an employee shall be eligible to participate in the pilot. New employees who complete six (6) months of employment during a fiscal quarter shall be eligible to participate effective the first day of the next fiscal quarter. Employees are not entitled to pro-rated Bonus Time Off.

Active employees who maintain Open Availability for each completed fiscal quarter shall be credited with eight (8) hours of Bonus Time Off, to a maximum of thirty-two (32) hours in any twelve (12) month period.

Any unused Bonus Time Off remaining at the end of the calendar year shall be paid out. Bonus Time Off accrued in the last quarter of the fiscal year shall be rolled over into the following year.

Bonus Time Off shall be paid at the employee's regular straight-time hourly rate and scheduled by request subject to operational requirements.

The pilot will expire at the end of the Collective Agreement. The parties are committed to reviewing the pilot during bargaining 2028.

This will be piloted in ten (10) stores, to be determined by the employer and the union within 60 days of ratification.

SIGNED THIS 27 DAY OF October, 2026.

FOR THE UNION	FOR THE EMPLOYER
Patrick Johnson	Ian Kato

LETTER OF UNDERSTANDING #19 – Registered Pharmacy Technician Premium

The Employer has significant challenges in recruiting and retaining RPTs, which is having a negative impact on pharmacy operations in British Columbia.

The Parties met to discuss solutions to address the staffing and retention issues, and they agree to the following on a without prejudice basis:

1. All RPTs shall receive a $5.00/hour premium for actual hours worked (a.k.a. “feet on the floor” hours) above their earned step rate, effective January 4, 2026.

2. Should any issues arise, the parties in good faith shall meet to seek a remedy.

This agreement shall remain in effect until the renewal of the current collective agreement, or upon notice of either party to negotiate changes to the above terms.

SIGNED THIS 27 DAY OF October, 2026.

FOR THE UNION	FOR THE EMPLOYER
Patrick Johnson	Ian Kato

Agreement Between the Parties: New Banners (Acquisition of Non-Union Stores and Banners)

During collective bargaining, the Employer indicated that it may wish to explore the opportunity to acquire and operate non-union stores and banners, including grocery stores, convenience stores, drug stores and/or pharmacies.

While the parties discussed changes to LOU **New Banners** in bargaining, ultimately the parties did not reach agreement on changes to LOU **New Banners**. However, the Parties did reach an agreement that notwithstanding LOU **New Banner**, and notwithstanding and without prejudice to either party's position with respect to the Union's bargaining agency under this collective agreement or any other collective agreement:

1. Subject only to paragraph 3 below, LOU **New Banner** and the Union's bargaining agency under this collective agreement or any other collective agreement shall not apply to:

    a. any stores and/or banners that:

        i. are acquired by the Employer from the Jim Pattison Group or any associated, related, or affiliated entity, structure, division or related, associated, or affiliated company thereof (collectively "JPG"), provided that the acquired stores, were owned or operated by JPG;

        ii. are acquired by the Employer December 31, **2033**, from any person or entity other than JPG (collectively "Acquired Stores");

    b. any new store(s) opened and/or operated by the Employer under an Acquired Store's name and/or banner name ("New Stores");

    c. any Acquired Stores or New Stores that the Employer changes the name of, rebrands, or combines with other Acquired Stores or New Stores.

2. Acquired Stores and New Stores shall be and continue to be non-union, unless and until the Union obtains representational rights for those employees. The Union agrees that the only way it will seek representational rights for those employees are as follows:

    a) Obtaining sufficient support from those employees for an application under the *Labour Relations Code*;
    b) An application under section 35 of the Labour Relations Code, in the event that an Acquired Store or New Store was a unionized store immediately prior to the acquisition or opening; or
    c) Voluntary recognition by a means other than LOU **New Banner** or any other rights of recognition found in this collective agreement or any other collective agreement.
    d) The parties agree at the time the Employer acquires any new stores they shall meet with the Union to discuss the opportunity to convert acquired stores to a unionized banner outlined in pt 3 of this letter.

    For clarity, nothing in this Letter of Agreement shall in any way prevent the Employer from defending any application made by the Union under paragraph 2(a) or 2(b). For

further clarity, nothing in this Letter of Agreement extinguishes the Union's right to continue to represent the employees at a store under a unionized banner if the Employer converts that store to a different banner.

3. If the Employer changes the name of an Acquired Store or New Store to a unionized banner, (e.g. Save-On-Foods, PriceSmart Foods, Urban Fare, Cooper's Foods, Bulkley Valley Wholesale), the collective agreement for that banner shall apply to the Acquired Store or New Store where the name has been so changed, but not to any other Acquired Stores or New Stores where the name has not been so changed. The Employer commits to converting a minimum of 5 stores and up to 15 stores to a unionized banner named in this paragraph prior to December 31, 2028.

4. The acquisition of an Acquired Store and the opening of a New Store that is in close proximity, including convenience stores, drug stores and pharmacies to a Save-On-Foods store shall constitute a proximity event under Letter of Understanding #**8** – Job Security Guarantee.

5. The Employer remains committed to growing its primary banner Save-On-Foods. The Employer agrees that it will not grow non-union banner stores while reducing Save-On-Foods stores from the number that exist as of the date of this Letter Agreement (118) except due to circumstances outside of the Employer's control. Examples of circumstances outside of the Employer's control include but are not limited to: a lessor decides to terminate or not renew a lease agreement with the Employer, or a natural disaster occurs that requires the store to close. Arbitrator Chris Sullivan, or another arbitrator mutually agreed to by the parties, has jurisdiction to determine whether a Save-On-Foods store is closed due to circumstances outside of the Employer's control.

6. No bargaining unit work or department covered by any of the Union's collective agreements with the Employer will be taken out of and transferred to an Acquired Store or New Store.

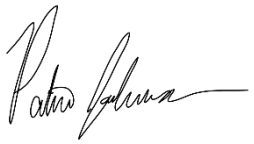
7. This agreement does not limit, in any manner, the Union's right to seek to organize non-union employees at Acquired Stores or New Stores.

8. The Parties can rely on this binding Letter Agreement in any proceeding, including but not limited to arbitration and labour relations board proceedings. Without limiting the foregoing, the Employer has the right to rely on this agreement if the Union were to ever seek to assert representational rights under this collective agreement, including LOU **New Banner**, or any other collective agreement, for the Acquired Stores or New Stores.

9. The parties expressly agree that this Letter Agreement is binding on the parties beyond March 31, 2023 and shall continue to be reviewed by the parties upon expiry of any timelines outlined in this letter.

RENEWED THIS 27 DAY OF October, 2026.

FOR THE UNION



Patrick Johnson

FOR THE EMPLOYER



Ian Kato

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