

COLLECTIVE AGREEMENT

Between

LOBLAW SOUTH SURREY DISTRIBUTION CENTRE

Formerly known as
Versacold Third Party Logistics Surrey ULC

And



**UNITED FOOD AND COMMERCIAL WORKERS
UNION, LOCAL NO. 247**

Chartered by the United Food and Commercial
Workers International Union, AFL-CIO, CLC

FOURTH PRINTING

Errors and Omissions Excepted

TERM OF AGREEMENT

February 1, 2015 August 1, 2021 (Amended)

**INCLUDING MEMORANDUM OF UNDERSTANDING
DATED JULY 11, 2017**

Dear Member:

This is your Union Collective Agreement. It represents the progress and efforts of many years of negotiations. Please read it and make sure you are receiving the benefits to which you are entitled.

Only by insisting on your rights, and refusing to let anyone abrogate them, can the Agreement be kept strong and meaningful. Any abuse of the Collective Agreement tends to undermine and weaken it.

Let's respect the Agreement; let's keep it strong and meaningful.

Make full use of your Shop Stewards.

SUZANNE HODGE
President

DAN GOODMAN
Secretary-Treasurer

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AGREEMENT

This Collective Bargaining Agreement is entered into this 1st day of February, 2015 between Versacold Third Party Logistics Surrey ULC ("Company"), located at 2755 190th Street in the Town of Surrey, BC, and United Food & Commercial Workers Local 247, AFL-CIO, CLC ("Union").

ARTICLE 1 - PURPOSE AND RECOGNITION

1.01 The Company recognizes the Union as the exclusive collective bargaining agent of all employees of Versacold Third Party Logistics Surrey ULC located at 2755 190th Street in the Town of Surrey, BC, save and except supervisors, those above the rank of supervisor, office, clerical, sales, inventory control, quality control, facility maintenance, sanitation, lumpers, auditors, wms type controllers and drivers.

ARTICLE 2 - UNION SECURITY AND DUES CHECK-OFF

2.01 It is agreed that all current, new and probationary employees of the Company, shall, as a condition of employment, become and remain active members as provided in the Constitution and By-laws of the Union. All current employees who have not already done so, new and probationary employees will be required to sign an application for membership and authorization

for check off of dues and initiation fee, supplied by the Union to the Company.

- 2.02** The Local Union copy of this form will be completed within one (1) week of the employees hire and forwarded to the Local Union Financial Secretary at the time of dues remittance.
- 2.03** The Employer agrees to deduct from the wages of each employee, initiation fees, Union dues, and assessments that are authorized by a regular and proper vote of the membership of the Union. It is the responsibility of the employee to maintain active membership as outlined in the International Constitution and the Local Union Policy. The Employer further agrees, automatically, to deduct Union dues from the wages of new employees.
- 2.04** All dues and initiation fees deducted must be remitted by cheque to the Local Union Financial Secretary within fifteen (15) working days, of the month following the deductions, along with a list of names and the amount of each deduction. The Union agrees to hold the Company harmless in any dispute arising from payment of dues or Union-related fees.

ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT

- 3.01** The Company and the Union agree that neither will discriminate against any employee with respect to any term or condition of employment to the extent set out in the BC Human Rights Code or any other applicable legislation. Similarly, both parties are committed to providing a harassment free workplace.
- 3.02** Where the term spouse or partner is used in this Agreement, it shall also mean same-sex spouse or partner.
- 3.03** Where the masculine pronoun is used it shall mean and include the feminine pronoun where the context applies.

ARTICLE 4 – MANAGEMENT’S RIGHTS

- 4.01** Except as specifically limited by the express provisions of this Agreement, the Company retains exclusive right to exercise all management rights or functions. These shall include:
- a) The right to formulate, enforce, revise and administer rules, policies and procedures covering the operations including but not limited to attendance, discipline and safety.

- b) The right to discipline or discharge for just cause.
- c) The right to select the products to be handled, choose customers, determine the methods and scheduling of shipping, receiving and warehousing, determine the type of equipment or vehicle used and the sequence of operating processes within the facility, determine the size and character of inventory and to introduce different shipping, receiving and warehousing methods. Without restricting the generality of the foregoing, the Union agrees that the Company has the right to study or introduce new or improved production methods or facilities
- d) The right to establish work schedules, to determine the number of employees necessary to operate any department, or classification of the Company, to determine management organization for each department, to hire, layoff, suspend, promote, transfer and demote, to assign work on a temporary and permanent basis, to establish or revise reasonable performance and quality standards.

4.02 It is agreed that listing of the foregoing management rights shall not be deemed to exclude other rights of management not specifically listed.

ARTICLE 5 - GRIEVANCE PROCEDURE

5.01 Any complaint, disagreement or difference of opinion between the parties hereto, concerning the interpretation, application, operation of the Agreement, violation of the terms and provisions of this Agreement, shall be considered a grievance, subject to the grievance and arbitration provisions of this Agreement.

5.02 Grievances must be submitted to the Company, in writing, not later than seven (7) days from the event giving rise to the grievance, or it shall be waived by the aggrieved party.

5.03 The procedure for adjustment of grievance and disputes by an employee shall be as follows:

Step 1: Within seven (7) days of filing the grievance, the employee, with or without Shop Steward, must attempt to resolve the grievance with his immediate supervisor. If a satisfactory settlement cannot be reached within seven (7) days of the meeting outlined in this step, the Union may appeal to the General Manager.

Step 2: The Union representatives may take up the matter with the Company's General Manager or designee. If a satisfactory settlement

cannot be reached within fourteen (14) days of the meeting held in Step 1, the matter may then be referred to Arbitration, which is outlined in Article 6.

5.04 Unless the parties agree otherwise in writing, the withdrawal or settlement of a grievance will not operate as a precedent or a prior practice for any subsequent situations.

ARTICLE 6 – ARBITRATION

6.01 Either of the parties may, within thirty (30) days of a decision at Step 2 of the Grievance Procedure, notify the other party in writing of its desire to submit the grievance to arbitration.

6.02 The parties may mutually agree to select a single arbitrator. If the parties do not agree on a single arbitrator within ten (10) days, either party may make a request for the appointment of an arbitrator by the Minister of Labour for British Columbia.

6.03 In rendering a decision, the arbitrator will be governed and limited by this Agreement's provisions, applicable law and the expressed intent of the parties as set forth in this Agreement. The arbitrator will have no authority to add to, subtract from, or modify any of the terms and

provisions of this Agreement. The arbitrator's decision will be final and binding upon the parties, unless the arbitrator fails to comply with this Article.

6.04 The parties shall each pay one-half the remuneration and expenses of the arbitrator.

ARTICLE 7 - SENIORITY

7.01 Seniority will be established and maintained for all employees in the bargaining unit, and is defined as an employee's most recent period of continuous service with the Company.

7.02 All full-time employees' names will appear on a seniority list as of their date of hire, and be revised every month and posted on plant notice boards. A copy of this list will be given to the Union Representative.

7.03 Employees will be regarded as probationary employees for the first five hundred twenty (520) hours. Seniority will start from the first date of hire and the employee's name will appear on the seniority list in order of the respective date of hire. During the probationary period new employees may be discharged by the Company due to unsuitability, at its discretion. Probationary employees shall not be eligible for any fringe benefits

unless mandated by law or unless otherwise provided by the specific terms of this Agreement.

7.04 Employees hired on the same day will have their seniority standing determined by alphabetical order of their last name, on the date of hire, with “a” being the most senior. The status of an employee’s seniority will not change because of a name change.

7.05 Training by Seniority

Training shall be offered on the basis of seniority provided the senior employee will be working on the shift where training is required and have the merit, fitness and ability to perform the work. The Employer agrees to act in good faith and further agrees not to discriminate in any manner.

ARTICLE 8 - LOSS OF SENIORITY

8.01 Seniority rights shall cease and bargaining unit employment shall terminate for any of the following reasons:

1. If an employee voluntarily quits.
2. If an employee is discharged for just cause

3. If an employee misses three (3) consecutive shifts without prior and proper notice unless circumstances beyond the control of the employee prevent such notice.
4. If an employee fails to report for work within three (3) days after receipt of registered notice of recall, unless a satisfactory reason is given.
5. If an employee is laid off for a period of six (6) months, or for a period of time equal to his accumulated seniority, whichever is less.
6. If an employee fails to return to work upon the conclusion of an approved leave of absence without reasonable cause, or if an employee uses an approved leave of absence for reasons other than represented to the Company.
7. If an employee accepts a position with the Company outside of the bargaining unit for a period exceeding sixty (60) days.
8. If an employee fails to take a medical examination required by a duly qualified medical practitioner.
9. If an employee retires.

8.02 Employees must provide the Company with their address and telephone number immediately upon employment. Thereafter, employees must provide the Company with any change to their address or telephone number. This information will be provided on Company forms. Employees shall retain a signed copy of this form. Failure to comply with this Article will relieve the Company of any obligation to comply with any part of this Agreement where this information is necessary for compliance.

ARTICLE 9 - LAYOFF AND RECALL

9.01 The term “layoff” shall be defined as a reduction in the working force which arises from a shortage of work of two (2) weeks or greater that results in the elimination of a position. The Company will give at least seven (7) days’ notice of anticipated layoffs to employees and the Union where possible.

9.02 In the event of a layoff, probationary and part-time employees will be laid off first. The Company shall then layoff regular full time employees in reverse order of seniority on a bargaining unit wide basis.

9.03 Employees will be recalled in the reverse order in which they were laid off provided that the employees being

recalled have the qualifications and certifications to perform the work.

- 9.04** The Company will provide the Union Representative a copy of the layoff notices, the list of employees to be laid off or recalled, as well as copies of cancellation of layoff notices.
- 9.05** A reduction of the work force for a period of less than two (2) weeks will not be considered a layoff. In these circumstances the Company will adjust the workforce by canvassing for volunteers within the affected classification(s) and department(s) and granting leave based on seniority. If following this procedure there remains a need to adjust the workforce further, the most junior employee(s) in the affected classification(s) and department(s) will be displaced.
- 9.06** An employee because of a lack of qualification or certification who may be laid off out of line of seniority, or who may not be recalled by seniority will be given a seven (7) day training period to become qualified.

ARTICLE 10 – CLASSIFICATIONS & MINIMUM HOURLY RATES

10.01 SURREY- WAREHOUSE WAGE SCHEDULE

GENERAL WAREHOUSE

Hours	Current	S.F.R.	Jan-16	Jan-17	Jan-18	Jan-19
Start	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
520		\$15.25	\$15.25	\$15.25	\$15.25	\$15.25
1040		\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
1560		\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
2080	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
2600		\$16.25	\$16.25	\$16.25	\$16.25	\$16.25
3120		\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
3640		\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
4160	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
4680		\$17.25	\$17.25	\$17.25	\$17.25	\$17.25
5200		\$17.50	\$17.50	\$17.50	\$17.50	\$17.50
5720		\$17.75	\$17.75	\$17.75	\$17.75	\$17.75
6240+	\$18.00	\$18.50	\$19.00	\$19.30	\$19.55	\$19.85

Sunday Following Ratification (November 22, 2015):

Active employees in the progression will be provided a class hour credit of five hundred and twenty (520) hours and more to the equivalent rate on the Sunday Following Ratification Scale (S.F.R). It is understood that all active employees in the progression will receive a maximum of twenty-five cents (\$0.25) per hour retroactivity on all hours worked to the expiration of the previous collective agreement.

Active Full-Time (FT) Employees at end rate Sunday Following Ratification (S.F.R.) will move to eighteen dollars and fifty cents (\$18.50) per hour and receive fifty cents (\$0.50) per hour retro activity on all hours worked to the expiration of the previous collective agreement.

10.02 All wage upgrades including progression increases are effective the beginning of the first pay period following the identified dates above.

10.03 The Company may, from time to time, introduce, modify, or eliminate an incentive program. Any program would be in addition to the prevailing wage progression scales.

The Company agrees to continue the Productivity Incentive Plan for the life of the collective agreement.

The Company agrees to continue the Safety Incentive Plan for employees currently eligible for the life of the collective agreement.

ARTICLE 11 – PART-TIME EMPLOYEES

11.01 The parties agree that the Company has the right to utilize part-time employees. The use of part-time employees will be limited to twenty percent (20%) of regular full-time work hours. However, the use of a

part-time employee to replace a full-time employee who is absent for any reason will not be counted against the limitations on the use of part-time employees.

- 11.02** Part-time employees will have a separate seniority list, the use of which shall be limited to determining the order in which the part-time employees can apply for full-time positions. If a part-time employee, applying for full-time position, has not completed his probationary period prior to electing regular, full-time status, the probationary period must be completed before the employee will be considered a regular, full-time employee.
- 11.03** Part-time employees will be offered regular, full-time positions before the Company hires from the outside. The seniority date for a part-time employee electing regular, full-time status will be the date they are granted regular, full-time status.
- 11.04** Part-time employees will be paid two dollars (\$2.00) an hour below the regular, full-time wage scale.
- 11.05** Eligibility for paid time off and fringe benefits for part-time employees who work thirty-two (32) hours of work or less per week will be governed by the Employment Standards Act (ESA). Part-time employees who work more than thirty-two (32) hours of work a week will be

entitled to all contractual time off and fringe benefits. To meet this standard, part-time employees must work more than thirty-two (32) hours per week for twelve (12) consecutive weeks. Once this standard has been met, it will be maintained unless the part-time employee works less than thirty-two (32) hours per week for twelve (12) consecutive weeks.

11.06 Part time will not be mandated outside of declared availability.

ARTICLE 12 - OVERTIME PAY

12.01 For full-time employees working five (5) eight (8) hour shifts, all time worked in excess of their regularly scheduled work day shall be paid at the rate of one and one-half (1½) times the regular hourly rate of pay for the first two (2) hours' overtime worked, and double (2x) the regular hourly rate for all hours worked in excess of two (2) hours overtime.

For full-time employees working four (4) ten (10) hour shifts, all time worked in excess of their regularly scheduled work day shall be paid at the rate of one and one-half (1½) times the regular hourly rate or pay for the first one (1) hour overtime worked, and double (2x) the regular hourly rate for all hours worked in excess of one (1) hour of overtime.

Provided a full-time employee has worked their regular work week, the first eight (8) hours of work on an extra day will be paid at one and one-half (1½) times the regular hourly rate of pay, and double (2x) the regular hourly rate or pay thereafter.

For Part-time employees, all hours worked in excess of eight (8) or ten (10) hours, as applicable, on a daily basis or forty (40) hours a week will be paid at the overtime rate of one and one half (1½) times the employee's regular hourly wage rate. All hours worked in excess of twelve (12) hours in a day will be paid at the overtime rate of two (2) times the employee's regular hourly wage rate.

12.02 There will be no pyramiding of overtime. Holiday premium pay will be considered overtime for purposes of this pyramiding prohibition.

ARTICLE 13 - HOURS AND SCHEDULES OF WORK

13.01 The regular work week shall consist of five (5) days of eight (8) consecutive hours, or four (4) days of ten (10) consecutive hours. The Company retains the right to establish various shift configurations provided that such shifts are in accordance with applicable legislation.

- 13.02** Work weeks and starting times for employees will be established to meet the requirements of the Company. Starting times will be posted no later than Friday of the previous week. This shall not be construed as a guarantee of any hours of work in a day or work week.
- 13.03** Upon providing at least two weeks' notice to employees and the Union, the Company may alter the regular start times. Emergency situations (power failure, Acts of God, fire, computer breakdown, and the like), may require a temporary change to starting times. In this case the Company will make every reasonable effort to notify affected employees at least four (4) hours before their scheduled start time.
- 13.04** Employees will receive an unpaid thirty (30) minute meal period which shall be scheduled, consistent with production requirements, in the middle of an employee's shift.
- 13.05** Employees will receive a paid fifteen (15) minute rest period during the first half of their shift and a second, paid fifteen (15) minute rest period in the second half of their shift. In addition, employees who are scheduled to work daily overtime of at least two (2) hours will receive a third, paid fifteen (15) minute rest period prior to the commencement of overtime.

- 13.06** Overtime will be first offered in order of seniority by department and mandated in reverse order of seniority by department.
- 13.07** Except in cases of emergency or customer service failure, mandated overtime including estimated duration time must be posted prior to the end of the last scheduled coffee break or minimum two (2) hours before scheduled end of shift.
- 13.08** Except in cases of emergency. If there are persons brought in for overtime still in the building, Company agrees not to mandate time off.
- 13.09** Voluntary Time Off (VTO) will be first offered in order of seniority by shift.
- 13.10** Mandated Time Off (MTO) will be mandated in reverse order of seniority by shift.
- 13.11** Overtime will be voluntary after an employee has worked six (6) shifts or 48 (50) hours.

ARTICLE 14 - PAY DAY

- 14.01** The workweek, for payroll purposes, shall consist of seven (7) consecutive days beginning with the first shift scheduled after 12:00 am on Sunday and ending with

the last shift beginning prior to 11:59 pm on Saturday. The work day for payroll purposes is defined as a period of twenty-four (24) hours commencing with the beginning of each employee's shift.

14.02 The Company will pay all employees by weekly direct deposit.

ARTICLE 15 - HOLIDAY WITH PAY PLAN

15.01 Regular, full-time employees will be entitled to the following public holidays with pay:

New Year's Day	Family Day
Good Friday	Victoria Day
Canada Day	B.C. Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

and all other public holidays proclaimed by the Dominion or Provincial Governments.

15.02 When a public holiday falls on a non-working day for an employee or during the employee's vacation, the Employer shall pay the employee his regular wages for the public holiday.

15.03 Holiday pay will be computed on the basis of eight (8) or ten (10), as applicable, hours at the employee's regular straight time hourly rate of pay. Employees who work on the holiday will be paid time and one-half (1.5x) their regular hourly rate of pay for all hours worked plus their holiday pay.

15.04 To be eligible for holiday pay the employee must work his entire scheduled shift before and his entire scheduled shift after the holiday, unless he has a satisfactory reason for his absence.

ARTICLE 16 - VACATION WITH PAY PLAN

16.01 All regular, full-time employees will be eligible for vacation on their anniversary date of employment according to the following schedule:

Employees with one (1)
but less than five (5)
years' seniority

Two (2) weeks' of vacation
and 4% of their regular
earnings from the
prior anniversary year

Employees with five (5)
but less than ten (10)
years' seniority

Three (3) weeks' of
vacation and 6% of their
regular earnings from the
prior anniversary year

Employees with more than ten (10) years' seniority

Four (4) weeks' of vacation and 8% of their regular earnings from the prior anniversary year

Employees with fifteen (15) or more years' seniority

Five (5) weeks' of vacation and 10% of their regular earnings from the prior anniversary year

ARTICLE 17 - VACATION SCHEDULING

17.01 The vacation period will extend from January 1st to December 31st of each year. The Company reserves the right to limit and/or restrict the number of employee taking vacation during peak business periods to meet the demands of the operations.

- a) The Company will post a general announcement on November 1st asking employees to determine their vacation preference, if any, for the following year. Vacations must be scheduled in increments of four or five days (one work week), as applicable. It is understood that all submissions are deemed requests and that the Company reserves the right to maintain an adequately skilled workforce at all times.

- b) During the first two full weeks of November, commencing with the first Sunday of the month, eligible employees will be canvassed by seniority regarding their prime vacation preference. Employees who do not indicate a preference when canvassed will be allowed to request vacation time by giving the Company at least two (2) weeks' written notice. These requests will be processed in the order received.
- c) The vacation schedules will be finalized and posted by December 1st.
- d) Employees who are going to be absent at the time of the canvassing must ensure that their preference, if any, is submitted in writing to the Company prior to the weeks of canvassing.
- e) Seniority in each classification/department and shift concerned will be the determining factor in preference on the vacation schedule.

17.02 Vacations shall not be cumulative from year to year. Pay for vacation shall be granted to the employee on the regular pay day prior to the beginning of the vacation.

17.03 Employees who are terminated for just cause shall be paid any outstanding vacation pay as per the Employment Standards Act of British Columbia.

17.04 Where a general holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had he/she been working.

ARTICLE 18 - BEREAVEMENT LEAVE

18.01 If there is a death in a regular, full-time employee's immediate family, a reasonable period of unpaid leave will be granted to the employee. Immediate family includes the employee's spouse, parent, grandparent, siblings, child, grandchild, parent of spouse, son-in-law and daughter-in-law. All family members listed in this article shall include step-parent, step-child and step-sibling.

18.02 To help offset the expenses associated with attending the funeral, regular, full-time employees will be compensated. In the event of the death of the employee's spouse, parent, child, sibling or grandchild, the employee will receive thirty-two (32) hours of pay at his regular hourly rate. If the death involves another member of the employee's immediate family, the

employee will receive twenty-four (24) hours of pay at his regular hourly rate.

18.03 Reasonable evidence of the death may be required by the Company before payment is authorized.

ARTICLE 19 - JURY DUTY LEAVE

19.01 The Company will pay the difference between the amount of money per day an employee receives while serving as a member of a jury, or as a summoned/subpoenaed witness in a court proceeding, up to an amount equal to eight (8) hours of pay, at the employee's regular, hourly wage rate. To qualify for jury duty pay, an employee will be required to present evidence of time spent and payment received while on jury duty.

19.02 The employee must return to work if called and not kept at jury duty. The Employee must also report to work if released with at least three (3) hours of his work shift remaining.

ARTICLE 20 – LEAVE OF ABSENCE

20.01 Upon written application, a leave of absence of up to six (6) months without pay may be granted to an employee with seniority for valid personal or compassionate reasons at the Company's sole discretion. The Company

will advise the employee of its answer within seven (7) days.

If the leave of absence request involves out of the province/country travel, the employee will be required to provide a copy of his ticket, prior to commencing the leave, clearly showing a confirmed return date that allows sufficient time to return to work at the expiration of the leave. Failure to provide the required documentation prior to commencement of the leave shall result in the leave being revoked.

20.02 Any employee of the Company [maximum of two (2) employees] elected or appointed to a full-time position in or temporarily assigned to the Local Union or National Union, will be granted a leave of absence without pay by the Company, for a period of up to twelve (12) months.

20.03 The Company agrees to grant the necessary time off up to three (3) weeks, without pay or loss of seniority, to any employee designated by the Union to attend to official Union business [maximum of three (3) employees]. The Union will provide at least fourteen (14) days written notice to the Company. There shall be no disruption of the Company's operations because of a lack of available employees.

20.04 Employees who are granted leave pursuant to this Article will continue to accrue seniority.

20.05 Company agrees to create account for Union Business.

ARTICLE 21 - FAMILY MEDICAL AND FAMILY RESPONSIBILITY LEAVES

21.01 The Company will comply with all applicable provincial laws which address an employee's right to request or obtain a maternity, parental or adoption, family medical leave of absence or any other leave mandated by provincial law.

21.02 An employee is entitled up to five (5) days of unpaid leave each year to meet responsibilities related to the care, health or education of a child in the employee's care or the care or health of any member of the employee's immediate family.

ARTICLE 22 – MILITARY LEAVE

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

ARTICLE 23 - GROUP RETIREMENT SAVINGS PLAN

23.01 All regular, full-time employees are eligible to be enrolled in the Company Group Retirement Savings Plan according to the terms of the plan which shall be continued for the life of the Agreement.

23.02 The Plan provides for a matching employee/employer contribution up to a maximum of three percent (3%).

ARTICLE 24 - BENEFIT PLAN

24.01 Standard medical insurance coverage under the British Columbia Medical Services Plan shall be provided, subject to Plan provisions.

24.02 Regular, full-time employees will be covered by the terms and conditions of the Company supplemental health insurance and short-term disability plans which may be amended by the Company from time to time.

24.03 The Employer agrees to participate in, and contribute to, the UFCW Local 247 Benefit Trust Fund. The Employer agrees to contribute forty-seven cents (\$0.47) per hour effective the first full pay period after the date of ratification for all hours paid by the Employer to members of the bargaining unit (hours paid shall include hours worked, vacation, general holidays, sick days, jury duty, bereavement leave, paid time off for

negotiations, etc., up to a maximum of forty (40) hours per week).

Effective the first full pay period of August, 2016 the total contribution shall be forty-nine cents (\$0.49) per hour.

The Employer agrees to sign a "Participation Agreement" and supply any other documents, forms, reports or information required by the Trustees of the UFCW Local 247 Benefit Trust Fund. Contributions, along with a list of employees for whom they have made, the amount of the weekly contribution for each employee, and the number of hours worked or paid according to the above shall be forwarded by the Employer within the fifteen (15) 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 above. Seventeen cents (\$0.17) of the contribution provided for above is intended for the purpose of providing such Dental Benefits for eligible employees as determined from time to time, by the Trustees of the Trust Fund pursuant to the terms of the Trust Agreement. The remaining contribution is intended for the purpose of providing other health and welfare benefits such as but not limited to prescription drugs, life insurance, employee assistance program and

other benefits as determined by the trustees from time to time. The trustees shall have the authority to allocate any surplus funds from the Dental Plan to the Health & Welfare Plan or from the Health & Welfare Plan to the Dental Plan in order to maintain or improve benefits as they determine appropriate.

ARTICLE 25 - SAFETY SHOES AND CLOTHING ALLOWANCE

25.01 In an effort to reduce ankle strain and injuries, all employees shall be required to wear CSA approved footwear with six (6) inch ankle protection.

Commencing January 1, 2016, active employees past probation as of January 1 will receive an annual boot allowance of one hundred dollars (\$100.00). Payments will be made on the first pay period commencing in January.

25.02 All employees who work in the refrigerated areas of the facility will be provided with a jacket or freezer suit. The Company will replace a jacket or freezer suit upon return of a damaged or worn jacket or suit. Employees are responsible for the proper care and maintenance of Company issued clothing. Lost articles must be replaced at the employee's expense.

ARTICLE 26 - INJURY ON THE JOB

26.01 Employees who are injured at work and are unable to continue at their job or are sent home by the Company because of injury shall be paid their regular earnings for the balance of the shift on which the injury occurred. If an employee is injured at work and requires medical treatment, the Company will pay the cost to transport the employee to a hospital or clinic, as well as the cost to transport the employee home or back to work.

26.02 The Company will maintain adequate first aid equipment as required by the Workers' Compensation Board. Employees who have the necessary first aid qualifications shall receive a one dollar (\$1.00) per hour premium for all hours assigned to provide the required first aid coverage. The Company will also reimburse employees the cost of a pre-approved first aid course if the employee successfully completes and passes the course.

ARTICLE 27 - HEALTH & SAFETY

27.01 The Company, and the Union, will make every effort to comply in a timely manner with the Occupational Health and Safety Act and its Regulations and will continue to co-operate in the prevention of accidents and promotion of health and safety.

- 27.02** The Joint Health and Safety Committee (JHSC) will have a total of six (6) members, three (3) representing the Union, and three (3) representing the Company. Each member of the Joint Health and Safety Committee (JHSC) shall be certified and a co-chair for each party will be designated. The cost of the training will be paid by the Company and the training will be provided by the Workers Health and Safety Centre.
- 27.03** The Joint Health and Safety Committee (JHSC) shall meet during regular working hours at least once each month or, where meetings are required as a result of an emergency or other special circumstance. The Committee shall function in accordance with all applicable Health and Safety legislation and shall actively promote co-operative efforts of continuously improving the Health and Safety of all employees of the Company. Matters relating to ergonomics shall also be considered for resolution through the JHSC. The Company shall post in a conspicuous place or places, where they will likely come to the attention of the employees, the name and work location of the members of the JHSC.
- 27.04** Time spent by members of the committee in the course of their duties shall be considered as time worked and shall be paid in accordance with the terms of this Agreement.

- 27.05** Every injury or near-miss which involved or would have involved a worker going to a doctor or hospital must be investigated. The co-chairs or designate shall investigate the accident or incident. Any employee who fails to report an accident will be terminated.
- 27.06** The Company shall supply all employees with the necessary tools, equipment and protective safety clothing and devices at no cost to the employee to ensure that a job is performed safely and properly. These shall be maintained and replaced, where necessary, at the Company's expense. Employees agree to keep all Company-issued clothing and devices in good repair and shall immediately report all equipment defects to his supervisor.

ARTICLE 28 - STRIKES AND LOCKOUTS

- 28.01** In view of the arrangements provided by this Agreement for the orderly disposition of employee grievances, and for the handling of other matters, the parties hereto agree that there shall be no strikes or lockouts during the life of this Agreement. The words, "strikes" and "lockouts" as used are agreed to have the meaning as defined in the Labour Relations Code of the Province of British Columbia.

ARTICLE 29 - ADMINISTRATION OF DISCIPLINE

- 29.01** No employee shall be subject to a disciplinary interview or be given a written reprimand, warning letter, or be suspended or dismissed except in the presence of a shop steward, or in his or her absence, another member of the bargaining unit, selected by the employee. When a shop steward is present in the workplace, they shall be used as a witness for discipline unless the employee being disciplined chooses otherwise.
- 29.02** A written reprimand will remain on an employee's record for a period of twelve (12) months from the date it was imposed.
- 29.03** Verbal coaching or notes to file in an employee's personnel file shall not be considered a part of the progressive disciplinary process. Upon request, employees shall be given copies of any discipline documented in their personnel file. Where appropriate, discipline shall be conducted on Company time at or near the end of the employee's shift. A "disciplinary interview" is defined as a meeting with an employee where the Employer is intending to discipline the employee.

ARTICLE 30 – UNION STEWARDS

30.01 The Company recognizes that shop stewards may be elected or appointed by the Union. The Union shall inform the Company and post notices of the shop stewards on the bulletin boards.

ARTICLE 31 - UNION BULLETIN BOARDS

31.01 Bulletin boards will be supplied by the Union and placed in lunch rooms or other agreed upon areas in the facility. Union representatives may post bulletins regarding meeting notices, benefit information, safety information, seniority lists, and union updates. Any other bulletins will require the Agreement of the Company.

ARTICLE 32 - MISCELLANEOUS

32.01 When the term days are used in this Agreement, it will mean calendar days.

32.02 Management personnel may perform bargaining unit work for training, experimental and emergency purposes. Management is allowed to operate equipment in these circumstances.

ARTICLE 33 – DURATION OF AGREEMENT

33.01 This Agreement shall be effective from the 1st day of February, 2015 up to and including the **1st day of August, 2021** (*amended by July 11, 2017 Memorandum of Agreement*) Either party shall be entitled to give notice in writing to the other party as provided in the Labour Relations Code of its desire to bargain with a view to the renewal of the expiring Collective Agreement at any time within a period of ninety (90) days before the expiry date of the Agreement. Following such notice to bargain, the parties shall meet within fifteen (15) days of the notice or within such further period as the parties mutually agreed upon.

33.02 It is agreed that during the course of bargaining, it shall be open to the parties to agree in writing to extend this Agreement beyond the expiry date of **1st day of August, 2021** (*amended by July 11, 2017 Memorandum of Agreement*), for any stated period acceptable to the parties and in accordance with the Labour Relations Code.

Signed this _____ day of _____, 2015.

For the Union:

For the Company:

Dean Patriquin

Russ Groves

Eric Seto

Nick Resetar

Christine Gorman

Prabhjot Dhillon

Prince Chawla

Raj Chawla

Ravinder Batth

James Budrow

LETTER OF UNDERSTANDING NO. 1

Voluntary Time Off (VTO) – will be honoured by department, shift seniority and position (classification) subject to qualified personnel available to perform the work.

Mandated Time Off (MTO) – will be in reverse order of shift seniority subject to qualified personnel.

Overtime (OT) – employees scheduled overtime will go into selector pool on overtime shift and will maintain their seniority. They will be eligible for bump ups, however in the event there is a bump down, they would be bumped down before a regular posted employee. Employees mandated overtime will be scheduled for their regular posted position and maintain their seniority. They will be eligible for bump ups and bump downs as a regularly scheduled shift.

The Company reserves the right to post positional overtime based on the needs of the operation. It is understood that positional overtime is not the first choice only utilized if there are no available qualified personnel available for bump ups. The positional OT shift will be bumped down before a regular posted position.

LETTER OF UNDERSTANDING NO. 2 RE: DISCIPLINE

After the Company is made aware of an incident that could give rise to discipline, they shall have seven (7) days to issue the discipline. If the employee is absent for any type of leave before the Employer can hold a meeting, these days shall not be counted towards the seven (7) day period.

LETTER OF UNDERSTANDING NO. 3 RE: BANKED HOLIDAY PAY

Full-time employees may bank their holiday pay up to a maximum of forty (40) hours per calendar year in eight (8) or ten (10) hour increments as applicable. An employee will notify the Employer in writing of their desire to have the public holiday pay banked in the week prior to the applicable public holiday.

An employee may request to have their banked holiday pay paid out under the following scenarios:

- a) At the time they notify the company they will be absent for their shift.
- b) At the time of accepting voluntary time off (VTO) during their shift.
- c) A date scheduled by mutual agreement between the Employer and the employee.

Banked holiday pay must be taken before December 1st of the year in which the holiday pay was earned or the employee shall be paid any outstanding banked holiday pay.

AS TO ALL LETTERS OF UNDERSTANDING

Signed this _____ day of _____, 2015.

For the Union:

For the Company:

Dean Patriquin

Russ Groves

Eric Seto

Nick Resetar

Christine Gorman

Prabhjot Dhillon

Prince Chawla

Raj Chawla

Ravinder Batth

James Budrow

MEMORANDUM OF UNDERSTANDING - JULY 11, 2017

BETWEEN:

LOBLAWS INC. (SOUTH SURREY DISTRIBUTION CENTRE)

(hereinafter referred to as the “Employer”)

AND:

UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 247

(hereinafter referred to as the “Union”)

Whereas the negotiating committees of the respective parties have reached agreement on all of the terms to be incorporated in a new Collective Bargaining Agreement, and whereas the Agreement is subject to ratification by the respective principals,

1. The negotiating committees of the Company and the Union hereby agree to recommend to their respective principals the terms and conditions of employment contained herein.

MEMORANDUM OF UNDERSTANDING - JULY 11, 2017

2. The following, exclusive of errors and omissions, reflects the changes in the respective Articles agreed upon between the two negotiating committees:

Memorandum Note

The parties agree to amalgamate the existing bargaining unit certification with the current RCSS/Marine Drive/Pitt Meadows bargaining unit certification.

The collective agreement at the South Surrey Distribution Centre will be added as an addendum to the current collective agreement between RCSS/Marine Drive/Pitt Meadows and UFCW Local 247.

All terms conditions and conditions of employment for the South Surrey Distribution Centre will be solely contained within the addendum.

The South Surrey Distribution Centre will be considered a separate seniority group.

MEMORANDUM OF UNDERSTANDING - JULY 11, 2017

Memorandum Note

The Union will continue to approve extensions to the probationary period in situations where the Company requires more time to reasonably evaluate a probationary colleague.

Article 33 – Duration of Agreement

33.01 Amend date of expiration from “January 31, 2020” to “August 1, 2021”

33.02 Amend “January 31, 2020” to “August 1, 2021”

Letter of Understanding – Freezer Premium

A freezer premium of fifty cents (\$0.50) per hour will be paid for all time spent working in the freezer in excess of one (1) hour.

Letter of Understanding – Part-time Availability

All part-time employees must be available to work for all hours on either Saturday or Sunday and must be available for two (2) additional four (4) hour blocks or one (1) additional eight (8) hour block consistent with shifts in their department.

MEMORANDUM OF UNDERSTANDING - JULY 11, 2017

All employees who are part-time at the Distribution Centre on the date of ratification, 2017 shall be excluded from this policy and be allowed to maintain their current availability status until such time they become a full-time employee.

All employees who are full-time at the Distribution Centre on the date of ratification, 2017 shall be excluded from this policy if they revert to part-time status prior to the end of 2017. These employees shall be eligible to maintain a minimum availability consistent with the current practice (a minimum of 1 day a week).

Commencing January 1, 2018, all full-time employees who go part-time in the future must maintain the minimum availability requirements contained within this LOU.

Loblaw will make "Declaration of Availability" forms readily available to part-time employees. Employees who require a change in availability will submit, in person, a completed form to their Supervisor two (2) weeks prior to the requested change. New employees shall be required to complete a "Declaration of Availability" form on or before the first day of work.

Part-time employees shall declare their availability four (4) times per year.

MEMORANDUM OF UNDERSTANDING - JULY 11, 2017

1. the first Sunday in September [with a two (2) week leeway either way]
2. three (3) other times in the calendar year (Floating Availability).

Employees shall not exercise an availability change until the completion of their probationary period, except in cases where the availability is increasing. New employees shall be advised at the time of hiring.

Part-time employees shall be required to work according to their most recent Declaration of Availability. Employees cannot change their availability to limit their availability between November 15th and the end of the year. Employees interested in maximizing hours during the month of December may elect to expand their current availability.

Employees shall not be allowed to change their availability until a minimum period of four (4) weeks has elapsed since their last availability change, unless it is to increase the colleague's current availability.

Requests to change availability outside of the stated declaration opportunities may be allowed at other times throughout the year at the discretion of Management.

MEMORANDUM OF UNDERSTANDING - JULY 11, 2017

Failure to provide a proper declaration of availability prior to a declaration date shall result in the continuance of the previous Declaration of Availability.”

Memorandum Note

Delete all references to Versacold and replace with Loblaws Inc.

Memorandum Note

The Company advised the union that they are amalgamating the Health and Safety discipline stream into the Policy and Procedure discipline stream.

Memorandum Note

The parties agree that the productivity expectation is 95% to standard to be calculated on a weekly basis.

The company will communicate the change and remove all past discipline related to not meeting the labour standard prior to implementation of the productivity standard being calculated on a weekly basis.

MEMORANDUM OF UNDERSTANDING - JULY 11, 2017

Memorandum Note

The Company has committed to having its Industrial Engineer and the Union Industrial Engineer conduct a Labour Standards audit.

Memorandum Note

Upon ratification, the Company will sit down with the Union to advise on the expectations as it relates to the job duties of a Receiver and a Lumper.

MEMORANDUM OF UNDERSTANDING - JULY 11, 2017

Article 10 – Classifications & Minimum Hourly Rates

10.01 Amend to Read:

APPENDIX "A"

SURREY - WAREHOUSE WAGE SCHEDULE

CURRENT FT GENERAL WAREHOUSE

Hours	Current	S.F.R	Jan-16	Jan-17	Jan-18	Jan-19
Start	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
520		\$15.25	\$15.25	\$15.25	\$15.25	\$15.25
1040		\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
1560		\$15.75	\$15.75	\$15.75	\$15.75	\$15.75
2080	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
2600		\$16.25	\$16.25	\$16.25	\$16.25	\$16.25
3120		\$16.50	\$16.50	\$16.50	\$16.50	\$16.50
3640		\$16.75	\$16.75	\$16.75	\$16.75	\$16.75
4160	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00
4680		\$17.25	\$17.25	\$17.25	\$17.25	\$17.25
5200		\$17.50	\$17.50	\$17.50	\$17.50	\$17.50
5720		\$17.75	\$17.75	\$17.75	\$17.75	\$17.75
6240+	\$18.00	\$18.50	\$19.00	\$19.30	\$19.55	\$19.85

MEMORANDUM OF UNDERSTANDING - JULY 11, 2017

PROPOSED GENERAL WAREHOUSE

Hours	Current	SFR 2017	Aug-18	Aug-19	Aug-20
Start	15.00				
520	15.25				
1040	15.50				
1560	15.75				
2080	16.00				
2600	16.25				
3120	16.50	16.50	16.50	16.50	16.50
3640	16.75	16.75	16.75	16.75	16.75
4160	17.00	17.00	17.00	17.00	17.00
4680	17.25	17.25	17.25	17.25	17.25
5200	17.50	17.50	17.50	17.50	17.50
5720	17.75	17.75	17.75	17.75	17.75
6240	19.30	19.85	19.85	19.85	19.85
6760			20.15	20.15	20.15
7120+					20.45

All active end rate full-time employees

Effective Sunday following the date of ratification 2017 – \$0.55 added to the end rate retroactive to the date in which the Company increased the start rate (February 26, 2017) on all hours worked.

MEMORANDUM OF UNDERSTANDING - JULY 11, 2017

Effective first full pay period August 2017 - \$1,000 Lump Sum

Effective first full pay period August 2018 – \$0.30 added to the end rate

Effective first full pay period August 2019 – \$1,000 Lump Sum

Effective August 2020, \$0.30 added to the end rate

All active full-time employees in the progression (currently earning between \$16.75 and \$17.75)

Move to next highest rate on current scale at ratification with 520 class hour credit.

Memorandum Note

The Company will transition to the Loblaw Warehouse Incentive Program for Forklift and Assembly colleagues within four (4) weeks of ratification for the life of the collective agreement. The Company will conduct information sessions for the employees regarding the Loblaw Warehouse Incentive Program. It is understood this replaces the current Productivity Incentive Plan outlined in article 10.03

MEMORANDUM OF UNDERSTANDING - JULY 11, 2017

Memorandum Note

Employees selected as trainers will be paid a two dollar (\$2.00) premium for all time spent training for the life of the collective agreement.

Memorandum Note

The Company will maintain the existing shipping incentive plan for the life of the collective agreement.

Memorandum Note

The Company will provide a \$1.00 premium to all posted full-time receivers and cross dock employees, or those assigned to cross dock for one (1) hour or more, for all hours worked performing these functions for the life of the collective agreement.

Memorandum Note

The union agrees to withdraw grievance number Loblaw DC (1957): 2017-007

MEMORANDUM OF UNDERSTANDING - JULY 11, 2017

Article 11 – Part-Time Employees

11.04 Delete and Replace with:

New Part-Time Scale

PROPOSED PT GENERAL WAREHOUSE

PART-TIME GENERAL WAREHOUSE

Hours	Current	SFR 2017	Aug-18	Aug-19	Aug-20
Start	15.00				
520	15.25				
1040	15.50				
1560	15.75				
2080	16.00				
2600	16.25				
3120	16.50	16.50	16.50	16.50	16.50
3640	16.75	16.75	16.75	16.75	16.75
4160	17.00	17.00	17.00	17.00	17.00
4680	17.25	17.25	17.25	17.25	17.25
5200	17.50	17.50	17.50	17.50	17.50
5720	17.75	17.75	17.75	17.75	17.75
6240	19.30	19.30	19.55	19.85	19.85

MEMORANDUM OF UNDERSTANDING - JULY 11, 2017

Full pay period August 2017

Lump Sum (Active top-rated part-time Employees)

\$650 PT at 24+

\$350 PT at 16+

\$100 PT at 8+

Full pay period August 2019

Lump Sum (Active top-rated part-time Employees)

\$650 PT at 24+

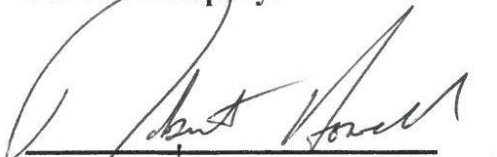
\$350 PT at 16+

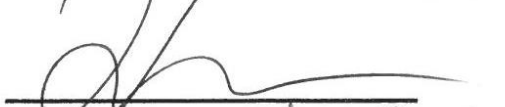
\$100 PT at 8


MEMORANDUM OF UNDERSTANDING - JULY 11, 2017

Signed at Surrey this 28th day of June, 2017

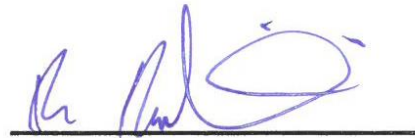
For the Company:

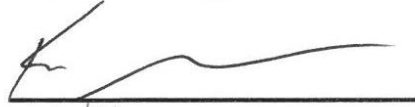

Robert Howell


Lee Jones



Cheryl Hart

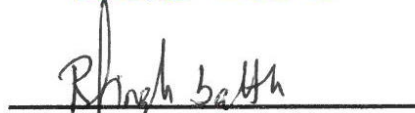
For the Union:



KRIS GLASSON



Keith Neighbors



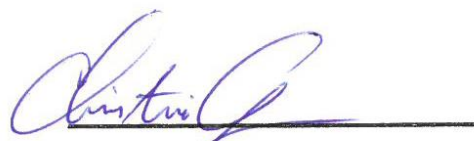

ERIC SETO


Ravinder batth


Raj chawla


PRADIPT DHILLON


Jordan Aldred


CHRISTINE GORMAN

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