

# COLLECTIVE AGREEMENT

Between

**9427864 CANADA LIMITED**

Doing Business As  
**RAY'S NO FRILLS**  
Abbotsford, BC

And



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

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

**SECOND PRINTING**

*Errors and Omissions Excepted*

**Effective: October 26, 2018 to October 26, 2024**

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 date of Store Opening, October 26, 2018.

**BETWEEN: 9427864 CANADA LTD.**

Doing business as Ray's No Frills  
(hereinafter called the "Employer")

- and -

**UNITED FOOD AND COMMERCIAL WORKERS  
CANADA, LOCAL 247, AFL-CIO, CLC**  
(hereinafter called the "Union")

**WITNESSETH** and is hereby agreed as follows:

## **ARTICLE 1 - PURPOSE**

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**1.01** The Employer and the Union each represents that the purpose and the intent of this Agreement is to promote co-operation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service, to set forth herein the basic agreements covering rates of pay, hours of work and conditions of employment.

## **ARTICLE 2 – RECOGNITION**

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**2.01** The undersigned Employer recognizes the Union (U.F.C.W. Canada, Local 247) as the sole and exclusive bargaining agency for all employees save and except Associate Manager(s), Pharmacist(s), apprentice Pharmacist(s), Registered Pharmacy Technician(s),

Department Manager(s), Bookkeeper, part-time Bookkeeper, Owners(s)/Manager, CAO Manager, & persons above the rank of Owner (s)/Manager.

- 2.02** A full-time employee covered by this Agreement shall be an employee who is on the full-time seniority list who is normally scheduled to work forty (40) hours each week, over a five-day period. This shall not be construed as a guarantee of hours of work.
- 2.03** A part-time employee is one who is normally scheduled to work thirty-two (32) hours or less per week. No part-time employee shall work in excess of thirty-two (32) hours in any week, except as permitted by Article 2.05 of Appendix "A" of this Agreement. The conditions of work of part-time employees shall be governed by Appendix "A" of this Agreement.
- 2.04** All Appendixes shall form part of this agreement.

### **ARTICLE 3 – UNION SECURITY**

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- 3.01** (a) It is agreed that all employees covered by this Agreement shall become and remain active members of the Union as a condition of employment.
- (b) New employees shall make application for membership in the Union at the time of their hiring and shall become and remain active members of the Union, as a condition of employment. The Employer agrees that it will inform all new employees prior to or at the time of



hiring of the Union security provisions of the Agreement.

- (c) The Employer or designate will during the first three (3) weeks of each individual's employment make known to the new employee the names and work locations of union stewards in the store.

**3.02** The Employer shall, during the term of this Agreement, as a condition of employment, deduct from members of the bargaining unit the regular weekly Union Dues and such Dues shall be remitted to the Union prior to the 15<sup>th</sup> day of the month following the month in which such deduction is made. The Employer shall notify the Union of new full-time employees' classifications and rates of pay in addition to terminations, on a monthly basis. Deduction statements shall be documented by location, containing the full name of the employee and his starting date and social insurance number subject to the employee consenting to the use of his or her social insurance number. The Employer agrees to record the annual Union Dues deductions for each employee on his T4 Form.

The Employer shall provide dues information to the Union in an electronic format acceptable to both parties.

**3.03** In the event that such weekly Dues are changed during the term of the Agreement, such change must be given to the Employer by notice properly authorized by Union Officials and shall become effective within one (1) month following the date the notice is received.

- 3.04** New employees shall be documented and documents forwarded to the Union Office within two (2) weeks of hiring.
- 3.05** The first sixty (60) days worked shall be considered a probationary period. It is understood between the Employer and the Union that a probationary employee shall be considered an employee for all purposes of the Agreement.
- 3.06** (a) The Employer agrees to forward to the Union Office on a monthly basis, a complete alphabetical listing of all employees including their home address, starting date, department and social insurance number subject to the employee consenting to the use of his or her social insurance number, separated into full and part-time.
- (b) Upon request the Employer agrees to provide the Union Office with a report containing Employees' name, home phone number and social insurance number in an electronic format acceptable to both parties.

## **ARTICLE 4 – FUNCTIONS OF MANAGEMENT**

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- 4.01** The Union agrees that the Employer has the exclusive right and power to manage its business, to direct the working forces and to suspend, discharge or discipline employees for just and sufficient cause, to hire, promote, demote, transfer or lay off employees, to establish and maintain reasonable rules and regulations covering the operation of the store, provided however,

that any exercise of these rights and powers in conflict with any of the provisions of this Agreement shall be subject to the provisions of the grievance procedure as set out herein.

**4.02** The Union agrees that the Employer has the exclusive right and power to study or introduce new or improved production methods or facilities.

**4.03** It is agreed that the direction of the working force shall be at the discretion of the Employer within the terms of this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

## **ARTICLE 5 – DISCHARGE AND DISCIPLINE**

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**5.01** (a) No employee, who has acquired seniority, shall be discharged or disciplined except for just and sufficient cause. Discharge or discipline grievances may be settled by confirming the Company's decision or by reinstating the discharged or suspended employee with full compensation for lost time, less interim earnings if applicable, or by any other arrangement which is just and equitable in the opinion of the parties or an Arbitrator.

(b) The Owner agrees that whenever an interview is held with an employee regarding his work or conduct which becomes part of his record, a Union Representative or a shop steward on duty or another bargaining unit employee who is at work chosen by the employee shall be present. The

party representing the Union will leave the meeting if requested to leave by the employee.

- 5.02** (a) All disciplinary warnings or reprimands which are placed in an employee's record and all notices of discharge or suspension shall be in writing and shall contain the reason for the warning, reprimand, suspension or discharge. One copy shall be given to the employee and one copy shall be given to the Employer and one copy shall be given to the Union Office within seven (7) days of the incident giving rise thereto.
- b) A disciplinary warning or reprimand which is not in writing shall not be adduced in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved.
- (c) Disciplinary warnings and/or reprimands which pre-date a disciplinary action by more than one (1) year shall not be adduced in evidence against an employee in any subsequent disciplinary proceedings in which the employee is involved.

Notwithstanding, disciplinary warnings and/or reprimands dealing with Violence/Harassment shall not be subject to this clause.

## **ARTICLE 6 – DISCRIMINATION**

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- 6.01** There shall be no discrimination against any employee because of his race, religion, colour, creed, political beliefs, sex, sexual orientation, gender, gender

presentation, marital status, family status, disability, age, nationality, ancestry, or place of origin.

**6.02** The Employer and the Union commit to employment and a workplace free of violence, harassment and discrimination.

**6.03** There shall be no discrimination exercised or practiced with respect to any employee in any manner because of lawful activity on behalf of the Union, or for exercising any right under this Agreement, or for reporting to the Union a violation of this Agreement.

## **ARTICLE 7 – UNION SHOP CARDS**

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**7.01** It will be the duty of the Employer to prominently display Union Shop Cards in all their establishments wherein Union members are employed. Those Cards shall remain the property of the Union and the Employer shall have their usage only until such time as the Union shall request their return. The Employer agrees to surrender same immediately upon demand by the Union. The Employer further agrees that the employees may wear a small button containing only the Union logo while on duty.

## **ARTICLE 8 – UNION PRIVILEGES**

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**8.01** Authorized representatives of the Union shall be entitled to visit this store covered by this Agreement for the purpose of observing working conditions, interviewing members and ensuring that the terms of this Agreement are being implemented.

The interviewing of an employee shall be permitted after the Owner, or in his absence, the appropriate management representative has given his consent, which shall not be unreasonably withheld. It is understood that the time taken for such interview in excess of ten (10) minutes shall not be on Company time.

**8.02** The Owner agrees to provide a bulletin board in a satisfactory place and agrees that the Union may post notices on such boards subject to the review and acceptance by the Owner or his designate. Such acceptance will not be unreasonably withheld.

**8.03** The Owner agrees to recognize a committee comprised of representatives of the employees (up to two (2)), designated by the Union, for the purposes of collective bargaining with the Owner. The Committee will be afforded reasonable time off with pay to attend such meetings.

**8.04** The Employer agrees to notify the Union of the time, date and location of any formal return to work meeting held with an employee regarding workplace accommodation. The Union Representative or designate may attend such meeting.

## **ARTICLE 9 – SHOP STEWARDS**

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**9.01** The Union shall have the right to appoint two (2) Shop Stewards.

**9.02** The Owner agrees to recognize officers so designated, in writing by the Union from each store and to grant

time off with pay as may be reasonably necessary to service any grievance or potential grievance within their hours of work that day within the store. It is understood that such persons will not leave their regular duties without receiving permission from the Owner or his appointee whose permission will not be unreasonably withheld. It is understood that the time taken for such in excess of ten (10) minutes shall not be on Company time.

- 9.03** The Employer agrees to allow steward(s), divisional officer(s) and/or other union member(s) selected by the Union time off to attend activities authorized by the Union subject to the Employer's ability to accommodate such leave. Requests with less than ten (10) days' notice will be subject to operational needs but not unreasonably denied. The Union agrees to reimburse the Employer one hundred percent (100%) of the wage and approximate fringe benefit cost of such time off.

## **ARTICLE 10 – SENIORITY**

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- 10.01** Seniority shall be recognized by the Employer and shall be based on the length of continuous service while in the bargaining unit with the employer. It is agreed that employees will continue to acquire and exercise seniority on a departmental basis (grocery-produce, bakery, meat, deli) within the bargaining unit basis, except in the event of lay-off and re-employment, in which case employees shall exercise seniority on a storewide bargaining unit basis. The name and number of departments may be changed by the Employer from time to time after providing employees and the Union

30 days' notice. Due to business needs, full-time employees may be required to temporarily perform work outside of their department from time to time.

**10.02** Regular full-time employees shall not attain seniority until they have completed a probationary period with the Employer. Such probationary period shall be sixty (60) days worked. However, should a probationary employee complete such service, his seniority will date back to the commencement of his continuous full-time employment.

**10.03** (a) Employees with less than one (1) year's service at the store will be given one (1) week's notice of lay-off or one (1) week's pay in lieu of notice. Employees with more than one (1) year's service at the store will be given two (2) weeks' notice of lay-off or two (2) weeks' pay in lieu of notice. Employees with more than two (2) years but less than five (5) years of service will be given three (3) weeks notice or three (3) weeks pay in lieu of notice. Employees with more than five (5) years but less than eight (8) years of service will be given four (4) weeks notice or four (4) weeks pay in lieu of notice. For clarity this provision is not in addition to Employment Standards Act.

(b) Lay-off and re-employment shall be based on seniority, availability, qualifications and ability to perform the work.

**10.04** Seniority lists for full-time employees shall be posted by the Employer quarter annually. A copy will be provided to the Union upon request.



- 10.05** (a) Persons outside the bargaining unit returning to the bargaining unit shall return to their former position in the bargaining unit.
- (b) Persons returning to or entering the bargaining unit, shall not cause the demotion of employees within the bargaining unit.
- (c) Anyone promoted to a Management position prior to ratification will maintain bargaining unit seniority based on their length of service within the bargaining unit. Anyone promoted to a non-union management position subsequent to ratification will maintain bargaining unit seniority for six (6) months following the promotion after which time the employee shall have no bargaining unit seniority.
- (d) A person who has never been in the bargaining unit shall not enter the bargaining unit unless bargaining unit employees who are on lay-off and who have recall rights have declined their right for recall provided the employee on recall has the necessary ability, qualification to perform the work.

**10.06** An employee shall lose his seniority and shall be terminated from the employ of the Company if he:

- (a) voluntarily leaves the employment of the Employer;
- (b) is discharged for cause;

- (c) is absent from work for more than three (3) working days without prior notification (except in rare and exceptional circumstances) to the Employer;
- (d) is absent from work due to sickness or disability for more than three (3) days and fails upon return to work to produce a certificate when requested from a medical practitioner verifying such absence and substantiating the reason for such absence;
- (e) fails to return to work after a recall from lay-off within seven (7) days after the delivery of notice of recall by registered mail;
- (f) fails to return to work upon the conclusion of a leave of absence unless his failure to return is for reasonable cause;
- (g) fails to take a medical examination by a qualified medical practitioner when requested by the Employer;
- (h) is not recalled to work when laid off due to lack of work, his name shall be retained on the seniority list for an eighteen (18) month period or the length of his seniority, whichever is the lesser, but in no event, less than six (6) months period.
- (i) uses an approved leave of absence for reasons other than those specified.

**10.07** The Owner agrees to recognize the accumulation of the seniority of an employee who is absent from work due

to sickness, accident, pregnancy/parental leave as defined within the Employment Standards Act, Personal Emergency Leave and Family Medical Leave or Workers' Compensation upon his return to work.

- 10.08** In the event of a vacancy occurring for any full-time bargaining unit position employees covered under Appendix "A" of this Agreement shall receive preference for such full-time positions provided they have the necessary seniority, availability, ability and qualifications to perform the work.

When a vacancy occurs in a full-time job, such vacancy shall be posted and remain posted for seven (7) calendar days on the Union Bulletin Board. Two (2) copies of all vacancies to be posted shall be given to the union steward (to post one if he chooses in addition to the one posted by the Employer) at the time of the Posting and one copy to be provided to the Union upon request, at the time of the Posting.

The Employer further commits to meet with each employee who submits a resume and is not successful to review how the employee(s) may improve their qualifications to be better suited for such position in the future.

- 10.09** (a) Full-time employees who are laid off from full-time employment shall if they so desire, be placed on the part-time seniority list based on the length of their accumulated full-time and if applicable, part-time service with the Employer and shall be given preference for available part-time work in so far as that length of service entitles them.

Such employee shall be eligible for vacation entitlement based on that length of service. Such employee shall receive the lesser of their full-time hourly rate at the time of their layoff or the end rate of their part-time wage progression.

- (b) Full-time employees who voluntarily terminate from full-time employment shall be placed on the part-time seniority list based on the length of their accumulated full-time and if applicable part-time service with the Employer and shall be given preference for available part-time work in so far as that length of service entitles them.

Such employee shall be eligible for vacation entitlement based on that length of service. Such employee shall receive the lesser of their full-time hourly rate at the time of their layoff or the applicable part-time wage progression rate. Full-time hours will be credited on the part-time wage progression.

## **ARTICLE 11 – HOURS OF WORK AND OVERTIME**

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**11.01** Employees are expected to attend work regularly. When unable to attend, the Owner, or designate must be notified, as soon as it is reasonably possible prior to the commencement of the scheduled shift of the employee, giving the reason why the employee is unable to attend, when he expects to return to work and how the Owner or designate can contact him relative to his absence.

**11.02** The basic work week for full-time employees will consist of forty (40) hours per week, made up of five (5) days of eight (8) consecutive hours duration or four (4) days of ten (10) consecutive hours duration where permissible by law. The basic work week shall be worked Sunday through Saturday. Employees designated as Night Crew will receive a premium of seventy-five (\$0.75) cents per hour. Night Crew will be scheduled between 8:00 p.m. and 9:00 a.m. For clarity, a Night Crew employee's entire shift will fall between these hours.

A full-time employee designated by the Employer to lead the night crew shall receive a premium of seventy-five (\$0.75) cents per hour worked.

A part-time employee may be appointed at the sole discretion of the Employer to lead the Night Crew and will receive a premium under the following circumstances:

- 1) when a full-time employee leading the Night Crew is absent for a week or more
- 2) on a temporary or seasonal Night Crew
- 3) on a Night Crew which operates less than five (5) nights per week

It is understood that an employee so temporarily appointed shall be entitled to the premiums outlined in this article and Appendix "A", Article 2.07 and in addition shall receive a further seventy-five cents (\$0.75) per hour as a premium for leading the night crew. This appointment and seventy-five cent (\$0.75)

per hour premium will be applied on a weekly basis only.

Any non-night crew full-time or part-time employee who works beyond 11:00 p.m. shall be paid a seventy-five cent (\$0.75) per hour premium for all hours worked from 11:00 p.m. onward. The premium does not apply to employees who commence their work shift from 5:00 a.m. and onward the next day.

- 11.03** (a) Overtime at the rate of time and one-half (1½) the regular hourly rate will be payable for all hours worked in excess of their regularly scheduled number of hours on that day or forty (40) hours in a week for all full-time employees. Employees who are required to work on their scheduled day off shall work no less than four (4) hours.
- (b) Overtime at the rate of one and one half (1½) times the regular hourly rate will be payable for all hours worked on Statutory Holidays.
- (c) An employee called back to work after the completion of his shift or called in more than three (3) hours prior to the commencement of his shift will receive two (2) times the standard rate of pay for such hours and all such work shall be on a voluntary basis.
- (d) The Employer may call employees in to attend a staff meeting of up to two (2) hours duration not more than four (4) times per calendar year. The Employer agrees that attendance at such meetings

shall be voluntary. For clarity the rate payable for the attendance is at the straight time rate.

(e) Employees working outside their scheduled shift must receive prior approval of the Owner or their designate in order to be paid for such time. It is understood the person providing such approval will advise the individual responsible for payroll of such approval.

**11.04** During each work day, employees shall be granted two (2) rest periods with pay of fifteen (15) minutes in duration each and one (1) hour unpaid (one-half [1/2] hour by mutual consent) meal period, scheduled at the mid-point of each half shift and the mid-point of the daily shift. If mutually agreeable, the two 15 minute rest periods may be combined. When an employee works in excess of three (3) hours over-time in which there is no meal period, the employee shall be entitled to receive a paid rest period of fifteen (15) minutes.

**11.05** Employees will be allowed two (2) days off each week. Shop Stewards will be permitted to review employee requests for time off weekly. An employee's day off and his schedule of daily hours shall be posted not later than Friday at 9:00 a.m. of the previous week. The shop steward will be given a copy of work schedules. Employee's meal periods shall be based on the commencement of their shift. Employees will be given three (3) working days' notice of changes in their regular working schedule, except for absences and where the employee and the Owner mutually agree to the change.

The Employer is required to make a reasonable effort to verbally advise individual employees of changes to their work schedule once it has been posted. Shop Stewards will be provided with copies of schedules upon request.

**11.06** Full-time employees may be designated to work up to three (3) evenings per week for customer shopping convenience after 6:00 p.m.

**11.07** The Employer agrees that the store will not be open the evening of Christmas Eve, Christmas Day or the evening of New Year's Eve. On days designated for Municipal, Provincial or Federal Elections, employees shall be allowed time off to vote as outlined in the applicable legislation.

## **ARTICLE 12 – STATUTORY HOLIDAYS**

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**12.01** The following holidays shall be recognized as legal holidays:

New Year's Day	1 <sup>st</sup> Monday in August
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day

**12.02** To qualify for pay for a legal holiday, the employee must work his last scheduled working day preceding the holiday and his first scheduled working day after the holiday unless he has secured permission from his Store Owner or his designate to be absent on one of the qualifying days. Employees who are off on compensation, accident or illness shall receive legal holiday pay if they have worked within fifteen (15) days



of the holiday. They shall receive the difference between the legal holiday pay and what they otherwise receive from the Insurance Company and/or Workers' Compensation. Should a legal holiday occur within an employee's leave of absence, he shall not be paid for such legal holiday.

**12.03** Work on any of the aforementioned holidays shall be voluntary and no employee shall be coerced to work.

## **ARTICLE 13 – VACATIONS**

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**13.01** Employees who have been employed by the Company for less than one (1) year at January 1 shall be paid vacation as outlined in the Employment Standards Act.

**13.02** Employees who have been employed for more than one (1) year but less than five (5) years at January 1 shall be entitled to two (2) weeks' vacation with pay or four (4%) whichever is greater.

**13.03** Employees who have been employed for more than five (5) years but less than ten (10) years at January 1 shall be entitled to three (3) weeks' vacation with pay or six (6%) whichever is greater.

**13.04** Employees who have been employed for more than ten (10) years but less than eighteen (18) years at January 1 shall be entitled to four (4) weeks' vacation with pay or eight (8%) whichever is greater.

**13.05** Employees who have been employed for more than eighteen (18) years or more at January 1 shall be

entitled to five (5) weeks' vacation with pay or ten (10%) whichever is greater.

**13.06** The qualifying date for vacation entitlement shall be January 1<sup>st</sup> of the current year. The percentage payment referred to throughout this Article shall apply to wages earned during the previous calendar year excluding any vacation pay paid in respect of that period. Notwithstanding the above where an employee is absent on layoff, leave of absence, sickness, pregnancy leave, accident (not including WCB) and such absence is for a period longer than one (1) month then his vacation benefits shall be paid on a pro rata basis. When an employee has been absent for more than one (1) year he shall not be entitled to vacation pay regardless of the reason.

**13.07** When a legal holiday as defined in Article 12 occurs during the employee's vacation period, the employee shall be entitled to receive either one (1) day's extra vacation or one (1) day's pay, as follows:

- (a) Wherever possible, the extra day is to be taken in conjunction with the vacation, at either the beginning or the end of the vacation period, i.e., Saturday preceding or Monday following.
- (b) In certain cases, the employee may wish to save the extra day for a special occasion later in the year. The day off will be by mutual agreement between the employee and the Owner.
- (c) If the day prior to or succeeding the vacation period cannot be given and the employee does not

wish to take it at a later date, he would then receive an extra day's pay.

(d) Arrangements under this section are to be completed prior to the commencement of the vacation period.

**13.08** The completed vacation schedule shall be posted on May 1 of each year. The Owner agrees that they will not change the vacation period of any employee unless unforeseen circumstances arise. Such changes shall be by mutual consent between the employee and the owner. Any employee who has not submitted their vacation plan by April 15 will only be permitted to book vacation at a time that will not interfere with another employee's vacation.

**13.09** An employee who becomes disabled and is eligible for; and properly qualifies for; to the satisfaction of the carrier, Weekly Indemnity, while on vacation, excluding the first three days of sickness, if applicable, shall revert to Weekly Indemnity Benefits and the balance of his vacation will be held in abeyance and will be taken at a later time to be mutually agreed upon between the Employer and the employee.

## **ARTICLE 14 – COMPENSATION**

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**14.01** The Employer agrees that it will continue to be enrolled under the provisions of the Workers' Compensation Act of British Columbia for all employees. The Employer will also pay an employee for the remainder of the shift in which the accident occurred that would require the employee to take time off.

## **ARTICLE 15 – GRIEVANCE AND ARBITRATION**

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- 15.01** Either the Employer, the Union or any employee has a right to lodge a grievance with respect to any matter arising out of this Agreement or concerning the interpretation, application or alleged violation of this Agreement.
- 15.02** Any employee believing that he has been unjustly dealt with or that the provisions of this Agreement have not been complied with, shall have the right to place such grievances in the hands of the Union for review and adjustment by the Employer, if necessary. Such grievances shall be processed as follows: -

### **STEP ONE**

Between the employee concerned, his Union representative and the Owner. The grievance must be filed within eighteen (18) working days after the event giving rise to the grievance occurs and within this period of time it shall be discussed at this Step. The Owner shall give an oral decision within four (4) working days from the date the discussion took place. If the Union wishes to appeal to the next Step, the grievance shall be reduced to writing and the appeal shall be filed with the Owner within six (6) working days from the Owner's oral decision.

### **STEP TWO**

Between the employee concerned, the Union representative, the Department Manager, and the Owner. The discussion at this Step shall be held within

seven (7) working days of the date of the appeal. The decision of the Employer at this Step shall be in writing and be made within four (4) working days of the date of the meeting. Should the Union wish to appeal, such notice of appeal must be in writing to the owner/operator within one (1) week of the decision of the Company at STEP TWO.

### **STEP THREE**

The grievance shall be forwarded to the Employer, which shall have one (1) week to dispose of the grievance. The disposition shall be in writing and returned to the officers of the Union. If considered necessary by the parties, a meeting may be held by the parties and may include the interested persons. If a meeting is held, the decision shall be given to the other party within seven (7) days from the date of the meeting.

**15.03** In the case of a dismissal, a grievance may be filed by an employee who feels he was unjustly dealt with. Such grievance must be filed within five (5) working days from the date of dismissal and shall commence at STEP TWO. In any subsequent disposal of this case during the grievance procedure, the Employer may re-instate the employee with full back pay, suspend the employee for a definite period or sustain the discharge.

**15.04** Grievances concerning rates shall be handled in accordance with the above procedure and the disposition of such grievances, if sustained, shall include the determination of the effective date of the increase with retro-activity thereto.

- 15.05** The Employer and the Union may file grievances commencing at STEP THREE.
- 15.06** (a) Failing settlement under the foregoing procedure, such grievance may be submitted to Arbitration, as hereinafter provided;
- (b) The time limits as prescribed above may be modified by mutual agreement of the parties.
- 15.07** Should the grievance involve the misinterpretation or alleged violation of the Agreement, either party may be free to appeal to Arbitration from STEP THREE within thirty-one (31) days from the date the decision was given at this STEP. The party requesting Arbitration shall advise the party in writing of its request, together with a statement as to the issue to be arbitrated and shall include in its notice the names and addresses of three (3) Arbitrators. The other party shall within one (1) week of its receipt of the notice advise the other party if any of the three arbitrators is acceptable. If none of the original three (3) arbitrators is acceptable the second party shall return the names and addresses of an additional three (3) Arbitrators. If the parties are unable to agree upon the selection of an Arbitrator, the Minister of Labour for the Province of British Columbia shall be requested to appoint an Arbitrator. The Arbitrator shall hear their dispute and the decision shall be final and binding upon the parties.

The Arbitrator shall not have any jurisdiction to alter or modify any of the provisions of this Agreement, nor to substitute any new provisions in lieu thereof, nor to

make any decisions inconsistent with the terms and provisions of this Agreement.

Each of the parties hereto share equally the expenses of the Arbitrator.

**15.08** The parties agree that an Arbitrator shall have the power to award compensation or damages to any party who, or employee who is dealt with contrary to the provisions of this Agreement.

**ARTICLE 16 – WAGES**

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**16.01** All full-time employees on the full-time payroll shall receive the following wage increase/ lump sum amounts provided that they are at or above the end rate of pay on the applicable date:

Effective first full pay week following the 1<sup>st</sup> Anniversary of the store opening: ..... 25 cents per hour

Effective first full pay week following the 2<sup>nd</sup> Anniversary of the store opening: ..... \$400

Effective first full pay week following the 3<sup>rd</sup> Anniversary of the store opening: ..... 20 cents per hour

Effective first full pay week following the 4<sup>th</sup> Anniversary of the store opening: ..... 25 cents per hour

Effective first full pay week following the 5<sup>th</sup> Anniversary of the store opening: ..... 30 cents per hour

An employee must be actively employed and working as of the date a lump sum payment is effective in order to receive such payment.

The following are the minimum rates of pay for all full-time clerks.

	<b>D.O.R.*</b>	<b>1<sup>st</sup> Anniv.</b>	<b>2<sup>nd</sup> Anniv.</b>	<b>3<sup>rd</sup> Anniv.</b>	<b>4<sup>th</sup> Anniv.</b>	<b>5<sup>th</sup> Anniv.</b>
<b>Start</b>	\$12.00	\$13.00	\$13.00	\$13.00	\$13.00	\$13.00
<b>6 Months</b>	\$12.50	\$13.25	\$13.25	\$13.25	\$13.25	\$13.25
<b>12 Months</b>	\$13.00	\$13.50	\$13.50	\$13.50	\$13.50	\$13.50
<b>18 Months</b>	\$13.75	\$14.25	\$14.25	\$14.25	\$14.25	\$14.25
<b>24 Months</b>	\$14.50	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00
<b>30 Months</b>	\$15.25	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00
<b>36 Months</b>	\$17.80	\$18.05	\$18.05	\$18.25	\$18.50	\$18.80

\*D.O.R. = Date of Store Opening, October 26, 2018

**16.02** Notwithstanding the wage progressions for full-time employees where there is an increase in the Provincial minimum wage rate and it exceeds the start rate set forth in this agreement, it shall become the new start rate and those employees so affected shall notwithstanding Article 16.03 remain at such rate of pay until their months worked with the Employer would permit them an increase in their rate of pay in accordance with the wage grid.



- 16.03** An employee receiving a raise in pay after the date of hire will be deemed to have the appropriate service for the purposes of wage progression only.
- 16.04** Employees who are currently being paid in excess of the collective agreement end rates shall receive an increase in their rate of pay in an amount equal to the end rate increases when they come into effect.
- 16.05** The Owner may from time to time, introduce, modify and/or eliminate an incentive program. Any program would be in addition to the prevailing wage progressions.
- 16.06** Where an employee is assigned to perform the majority of the duties of a position not set out in the collective agreement then the full-time employee so assigned shall receive their own rate of pay plus a premium of one dollar (\$1.00) per hour for each hour worked. For clarity the majority of duties means half the duties or more. It is understood that this provision shall apply for temporary assignments of more than three (3) days in a calendar week. Temporary assignments when filled will be filled by seniority provided the senior employee has the qualifications and the ability to perform the work.

## **ARTICLE 17 – CO-OPERATION**

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- 17.01** The Union shall be notified in writing of all Company Rules and Regulations covering those covered by this Agreement.

- 17.02** (a) A Health and Safety Committee shall be established and shall be comprised of at least two (2) representatives appointed by the Union and two (2) representatives appointed by the Employer.
- (b) The Health and Safety Committee will meet quarterly or more often if deemed necessary by the committee or directed to do so by a government agency. All unsafe or hazardous conditions shall be taken up and dealt with at such meetings. A copy of the minutes will be posted in the workplace.
- (c) The Health and Safety Committee shall be notified in writing of each accident or injury. The Employer shall investigate and report in writing to the Health and Safety Committee as soon as possible on the nature and cause of any lost time, accident or injury

**17.03** The Owner agrees to provide a microwave and a fridge in the employee's lunchroom. Where the microwave and/or fridge are broken through carelessness and/or horseplay then they are not subject to replacement by the Owner.

## **ARTICLE 18 – PART-TIME HELP**

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**18.01** It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business it may be necessary to employ both full-time and part-time employees. The Employer agrees that part-time employees will not be scheduled to work in

excess of thirty-two (32) hours per week, except as specified in Appendix "A", Article 2.05.

**18.02** Part-time employees or combination of part-time employees will not be used to the extent that they displace existing full-time employees or, except in the event of sales and/or profit declines, reduce the current level of full-time employment.

## **ARTICLE 19 – NO STRIKE, NO LOCK-OUT**

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**19.01** There will be no strike or lock-out during the term of this Agreement.

## **ARTICLE 20 – FIRST AID KITS**

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**20.01** First Aid Kits shall be provided and maintained in the store.

## **ARTICLE 21 – NOTICE OF ABSENCE AND LEAVE OF ABSENCE**

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**21.01** (a) Employees are expected to attend work regularly. When unable to attend, the Owner, or designate must be notified, as soon as it is reasonably possible prior to the commencement of the scheduled shift of the employee, giving the reason why the employee is unable to attend, when he expects to return to work and how the Owner or his designate can call him relative to his absence.

(b) The Owner may require the employee to produce a medical certificate for absences of three (3) days

or less from a duly qualified medical practitioner upon his return to work. Notes will only be requested where the absenteeism forms part of a pattern, is excessive or occurs under suspicious circumstances.

The Owner agrees to pay an employee the cost of medical documentation and/or certificates when requested by the Owner or any third party representing the Owner. For clarity, this is to cover, but it is not limited to return to work notes and insurance requests.

**21.02** The Owner may grant leave of absence without pay to any employee for legitimate reasons. Such permission and request are to be in writing on the standard leave of absence request form four (4) weeks in advance, except in any emergency. The Owner's written reply to the request for leave of absence will be given within two (2) weeks, provided the Owner or his designate involved is not absent on vacation, sickness, etc., in which event the reply will be given within one (1) week following his return. When leave of absence is granted, there shall be no loss of seniority. A claim that the Owner withheld permission without justification may be the subject of a grievance and processed accordingly. Any leave of absence granted in conjunction with the employee's vacation will be deemed to follow his vacation period.

**21.03** (a) A female employee may be granted leave of absence without pay for pregnancy. The provision of the Employment Standards Code shall govern.

- (b) The Owner may grant a leave of absence, without pay, for the purpose of legal adoptions. The Adoption Agency's requirement will be considered in determining the duration of such leave.
- (c) Notwithstanding 21.03 (a) and (b) the Employment Standards Act of British Columbia shall govern maternity, paternity, family and adoption leaves.

**21.04** The Owner agrees that an employee appointed by the Union as a full-time representative shall be granted leave of absence without pay while serving in such capacity. Such persons shall continue to accumulate seniority while serving as Union representatives and shall be entitled to return to the bargaining unit should their service be terminated by the Union, with full accumulated seniority.

**21.05** An Arbitrator dealing with a grievance involving discharge or loss of seniority of an employee resulting from an absence caused by a Court conviction/ incarceration (where the Owner has refused to grant leave of absence for such conviction/ incarceration) shall have the power to re-instate the employee with full seniority rights or by any other arrangements which is just in its opinion. In determining this question, the Arbitrator shall consider the nature of the offence for which the employee was convicted, the duration of the conviction/ incarceration, the length of service of the employee and his work record.

**21.06** (a) An employee who is required to serve on a jury shall be compensated for days actually spent on jury duty when he would, otherwise, have been at work to a maximum of ten (10) working days.

- (b) The employee shall receive the difference between his jury fees and his normal day's pay for that time he would have been regularly employed had he not been serving on the jury. The employee shall be required to report immediately upon being excused or released from jury duty where such reporting is reasonable under the circumstances.
- (c) The Claim of an employee shall be verified by presentation of his jury duty cheque; however, no payment shall be made for any hour for which the employee receives compensation by the Employer for any other reason. Payment shall not be withheld pending submission of the jury duty cheque.
- (d) Any employee subpoenaed to attend as a witness on behalf of the Company or the Crown shall be entitled to the difference between his witness fee and his normal day's pay.
- (e) In the event an employee serves on jury duty from Monday through Friday, he will not be required to work Saturday.
- (f) In the event an employee is required to serve on jury duty during a week in which he would be normally scheduled to work on the night crew, he must notify the Owner immediately upon receiving the notice to serve so that he can be re-scheduled to the day shift.

**21.07** Emergency leave will be granted in accordance with the Employment Standards Act. Paid bereavement leave

will be counted as part of an employee's ten (10) days of emergency leave. For clarity, an employee may take paid bereavement leave in conjunction with any remaining emergency leave days.

## **ARTICLE 22 – BEREAVEMENT PAY**

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**22.01** Should a bereavement occur in an employee's immediate family (parent, parent-in-law, spouse, child, brother, sister, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law or grandchild) the employee shall be granted such time off from work with pay as is reasonable under the circumstances, up to a maximum of three (3) days. Step parent, step child, step brother, step sister are included as are common law spouse and same sex partner.

Employees may “split” their three (3) days to cover off both bereavement and time to attend the funeral.

**22.02** All full-time employees will be given the time off with pay to attend the funeral of an aunt or uncle, nephew or niece provided the employee was scheduled that day.

## **ARTICLE 23 – RETRO-ACTIVITY**

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**23.01** No part of this Agreement shall be deemed retro-active unless specifically stated. All provisions contained in this Agreement, unless specifically stated to be retro-active in nature, are effective on the date of store conversion.

## **ARTICLE 24 – NOT TO BE UNLAWFUL**

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- 24.01** Nothing in this Agreement shall require the Owner or the Union to take action which shall be unlawful by reason of any present or future statute, Order or Regulation of Canada or the Province of British Columbia.
- 24.02** The Owners agree to comply with all legislative requirements as per the Workers Compensation Act of British Columbia.

## **ARTICLE 25 – GENERAL**

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- 25.01** Where the obligation of the Owner and the Union to accommodate an employee via the Human Rights Act, may conflict with the terms and the provisions of the Collective Agreement, the Company and the Union may by mutual consent modify the Collective Agreement to meet the conditions of the accommodation of the employee.
- 25.02** Employees will be paid by a direct deposit payroll system. At the Employer's option a bi-weekly payroll may be introduced. Pay will be on Thursday or every other Thursday (if bi-weekly) except during the week of a statutory holiday.
- 25.03** A joint labour-management committee will be established which will meet upon request by either party. Retailer representatives and senior labour relations staff and senior union representatives will



participate in these meetings. Union representatives may attend the joint labour-management meetings.

## **ARTICLE 26 – GENDER**

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**26.01** In this Agreement wherever the words “he”, “his” or “him” appear, it shall be construed as meaning any employee, male or female.

## **ARTICLE 27 – SERVICE PROVIDERS**

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**27.01** It is recognized that the Employer may decide from time to time to engage Service-providers on an ongoing basis to operate outlets or provide services within the company’s store. These Providers may in some cases provide services in the store, such as fresh-fish counters, that formerly were provided by employees of No Frills; in other cases the services may be new to the store entirely.

It is understood that in all cases employees provided by the Service-providers to operate these outlets or provide services in the store are not, either directly or indirectly, employees of No Frills, and are not covered by the No Frills collective agreement.

## **ARTICLE 28 – TERM OF AGREEMENT**

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**28.01** (a) This Agreement shall come into force and effect on October 26, 2018 the date of Store Opening (D.O.R.) and shall continue for a term of 6 years and shall thereafter be automatically renewed for

the period of one (1) year unless either party, on written notice to the other, within a period of not more than ninety (90) days before the expiry date serves notice of intent to terminate or modify the Agreement.

- (b) In the event either party serves notice of a desire to negotiate changes into this Agreement as above set out, it is agreed that the Employer and the Union, without undue delay, shall begin negotiations on the proposed changes.
- (c) Pending the results of negotiations, neither party shall change the conditions existing under the

Signed this 26<sup>th</sup> day of October, 2018.

FOR THE UNION:



\_\_\_\_\_  
Dan Goodman

FOR THE EMPLOYER:



\_\_\_\_\_  
Ray Brown (Franchise Owner)

## **APPENDIX "A" – PART-TIME EMPLOYEES**

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### **ARTICLE 1 – RECOGNITION**

- 1.01** All matters relative to part-time employees and their working conditions shall be contained in Appendix A, and Article 1, 2, 3, 4, 5, 6, 7, 8, 9, 10.07, 10.08, 14, 15, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27 and 28 of this Agreement.
- 1.02** The Employer, namely 9427864 Canada Ltd. doing business as Ray's No Frills recognizes the United Food and Commercial Workers Canada, Local 247 as the sole and exclusive bargaining agency for all part-time employees.

### **ARTICLE 2 – SENIORITY**

- 2.01** (a) Upon completion of sixty (60) days worked, employees covered by this Appendix shall be deemed to have served their probationary period and then shall be placed on the seniority list of part-time employees with their seniority date being established as their first day worked. It is understood between the Employer and the Union that a probationary employee shall be considered an employee for all purposes of the Agreement.
- (b) Employees shall obtain seniority on a store basis. The seniority list for part-time employees shall be posted and shall be updated at the end of March, June, September, December of each calendar year.

**2.02** (a) Seniority shall begin after the employee's probationary period has been served. Lay-offs and re-employment shall be based on seniority, availability, ability and qualifications to perform the work. Where a part-time employee becomes a full-time employee they will be required to serve the full-time probationary period and will be given a seniority credit of fifty percent (50%) of their part-time seniority up to a maximum of twelve (12) months, for wage progression purposes only, and they will be given the greater of their part-time rate or the rate which their full-time seniority credit gives them and they shall proceed from that point in the full-time wage progression. If for some reason the employee reverts to part-time during the probationary period there will be no loss of seniority. The seniority rights of an employee shall be terminated after six (6) months following lay-off due to lack of work. In the event of an opening occurring in the full-time staff, employees covered under this Appendix shall receive preference for such full-time position providing they have the necessary seniority, ability and qualifications to perform the work. It is understood that any part-time employee promoted to a full-time position who does not successfully complete such probationary period shall be entitled to revert back to their part-time position with no loss of seniority or any other part-time rights under this collective agreement. It is also understood that any part-time employee promoted to full-time prior to completing their part-time probationary period shall be deemed to have completed such probationary period. It is

understood that termination from full-time employment for cause (except reasons related to full-time probationary competency) shall not result in reversion to part-time employment.

- (b) Part-time employees are expected to attend work in accordance with their schedule of hours. When unable to attend, the employee must notify the Owner, or designate prior to his scheduled starting time, giving the reason why he is unable to attend.

## **2.03 Scheduling for Part-Time Employees**

### **(a) Definition of Anytime and Restricted Status**

Each part-time employee will declare their availability and status at the time of their hire and throughout the course of their employment at the allotted times provided below. "Anytime" is defined as being available to work on all days of the week and all hours of the day. "Restricted" is defined as being anything less than available "Anytime". There shall be no limit on the Employer's right to hire new "Anytime" or "Restricted" employees at any time.

The weekly schedule of hours shall be created by department. Hours of work are scheduled according to availability, ability, qualifications and seniority with the understanding that all "Anytime" employees are scheduled in priority to "Restricted" employees.

The names of all "Anytime" employees within a department appear at the top of the schedule in order of seniority. "Anytime" employee names are followed by the names of all "Restricted" employees in order of seniority. In accordance with this scheduling system the most junior "Anytime" employee must receive as many or more hours than the most senior "Restricted" employee.

In assigning hours amongst "Anytime" employees no junior employee shall be scheduled more hours during a week than a senior employee provided that the employees hold the same ability and qualifications. A junior employee may be scheduled more hours during a week than a senior employee in the event that the junior employee possesses abilities and qualifications that the senior employee does not have.

In assigning hours amongst "Restricted" employees no junior employee shall be scheduled more hours during a week than a senior employee within the senior employee's availability provided that the employees hold the same ability and qualifications. A junior employee may be scheduled more hours during a week than a senior employee as a result of the junior employee working some shifts which are in whole or in part outside of the senior employee's availability or in the event that the junior employee possesses abilities and qualifications that the senior employee does not have.

The Employer shall determine the number and length of shifts and employees shall be assigned to those shifts at the Employer's discretion. The specific number of weekly hours assigned to employees is at the discretion of the Employer subject to the above two paragraphs and to any applicable guarantees.

Any employee may be called in for any shift provided that this does not directly result in an employee receiving more total weekly hours than other employees that were scheduled who appear above them on the posted weekly schedule of hours.

In addition any employee may be called in for any shift which employees above them on the schedule are not available for or are not qualified or able to perform the work regardless of the impact on total weekly hours.

Shift extensions of up to three (3) hours due to unforeseen circumstances will not result in a scheduling violation.

Part-time employees shall declare their availability four (4) times per year and shall be required to work according to their Declaration of Availability:

- 1) the last Sunday in December
- 2) the first Sunday in June
- 3) the third Sunday in August
- 4) one (1) other time in the calendar year (Floating Availability)

New Schedules will be effective:

- 1) the first Sunday in January
- 2) the last Sunday in June
- 3) the first Sunday in September
- 4) Schedule following the request provided the employee has submitted the request prior to the schedule being written

Employees shall not exercise a floating availability change until the completion of their probationary period. An employee shall not be allowed to use a floating availability until a minimum of eight (8) weeks has elapsed since their last availability change, unless by mutual agreement between the Owner and employee concerned.

In addition to the above, Employees may increase their availability between November 15<sup>th</sup> and the end of the year.

The Employer may consider additional individual requests to change availability subject to business requirements as well as the current overall availability of the employees in the department.

Anytime employees may declare themselves unavailable for a period of up to six (6) consecutive hours and still be considered available anytime for scheduling purposes. The six (6) hour period must fall between 00:00 hrs Monday and 12:00 hrs Thursday and be in the same block of time each week. All employees exercising this option must do so at the time they declare their availability. The Employer reserves the right to limit the



number of six (6) consecutive hour blocks that may be declared during any particular time or day within a given department.

All restricted part-time employees must be available to work during at least two (2) six (6) hour blocks, on two (2) separate days, consistent with shifts in their department.

The Employer 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 the Employer and the employee will be given a signed copy of the form at the time of submission. Provided the request is submitted Saturday by noon, the change will be reflected at the earliest, on the schedule posted the following Friday.

New employees shall be required to complete a “Declaration of Availability” form on or before their first day of work. An employee must not restrict himself to the point that he is not available for normal scheduled shifts within the department

Anytime employees may request up to two (2) consecutive days off at at least 72 hours prior to the posting of the work schedule. Employees can make one (1) such request per month. The granting of this day off will be subject to operational requirements and will not be unreasonably withheld.

Senior Available Anytime employees may be eligible to receive a weekly guarantee of hours. Restricted employees shall not qualify to be scheduled under this section.

- (i) Hours worked or paid, including General Holiday shall be considered as hours worked for the purpose of satisfying the minimum guarantees set forth in the chart below.
- (ii) Guarantees of hours are subject to the hours actually being available in the department and the Employer will not be required to create additional hours to satisfy guarantees.
- (iii) The number of employees entitled to a minimum guarantee of hours of twenty-eight (28), twenty-four (24), or twenty (20) hours is to be calculated according to the formula as specified in the chart below.
- (iv) Employees who have not been scheduled in the previous four (4) week period for whatever reason shall be excluded from the formula calculation until they return to active duty.

Number of Anytime Employees in the Department	Number of senior Anytime Employees eligible for a guarantee	28 Hrs	24 Hrs	20 Hrs
1	0			
2	1	1		
3	1	1		
4	1	1		
5	1	1		
6	2	1	1	
7	2	1	1	
8	2	1	1	
9	3	1	1	1
10	3	1	1	1
11	3	1	1	1
12	4	1	1	2
13	4	1	1	2
14	4	1	1	2
15	5	2	2	1
16	5	2	2	1
17	5	2	2	1
18-20	6	2	2	2

## 2.04 Transfers and Work Assignments

Part-time employees are scheduled and exercise their seniority within departments that are defined in each location by the Employer (example: Front End, Grocery, Produce, Meat). The name and number of departments may be changed by the Employer from time to time

after providing employees and the Union thirty (30) days' notice.

Due to business needs, part-time employees may be required to temporarily perform work outside of their department from time to time. In addition, part-time employees may be moved to a new department at any time by mutual agreement between the Employer and employee. Part-time employees moved between departments will maintain their rate of pay and will carry their full seniority.

**2.05** It is agreed and recognized by both the Union and the Employer that due to the nature of the Employer's business, it may be necessary to employ both full-time and part-time employees. The Employer agrees that part-time employees will not be scheduled to work in excess of thirty-two (32) hours per week, except in the following circumstances:

- a) when a full-time employee is absent on Union duties;
- b) in a store in which a full-time employee is absent due to illness, accident, compensation or bereavement or an emergency (power failure, snow storm, refrigerator breakdown, etc.) in the said store;
- c) to cover off for vacations;
- d) where an employee is on a leave of absence provided the Union is notified of such leave of absence;

- e) from the week of December 1<sup>st</sup> to the week of January 1<sup>st</sup>;
- f) during the months of May 1<sup>st</sup> through September 1<sup>st</sup>;
- g) for the two (2) weeks previous to and eight (8) weeks directly following the opening of the store and the commencement date of promotional activities in the store following a complete refurbishment.
- h) during the six (6) working days immediately preceding a legal holiday;
- i) for training purposes for new employees or for training purposes for new equipment.
- j) during significant promotional periods / activities (maximum 4 per year), Garden Centre and the week in which Social Assistance Cheques are issued.

**2.06** Part-time employees shall be covered by Article 10.06 of the main body.

**2.07** (a) In the event that a part-time employee works for more than thirty-two (32) hours in a given week for reasons other than as outlined in Article 2.05, they shall be paid a bonus of one dollar and fifty cents (\$1.50) per hour for all such hours worked in excess of thirty-two (32).

(b) Part-time night crew employees who are scheduled to work more than thirty-two (32) in a week for reasons other than as outlined in Article

2.05 will receive a premium of one dollar and twenty-five cents (\$1.25) per hour for all hours worked in the week. Night crew employees are defined as employees who work exclusively night crew within a given week.

### **ARTICLE 3 – HOURS OF WORK**

**3.01** The regular working day shall consist of up to eight (8) hours or 10 hours where permissible by law for all employees. Part-time employees or a combination of part-time employees will not be used to the extent that they displace existing full-time employees or, except in the event of sales and/or profit declines, reduce the current level of full-time employees.

### **ARTICLE 4 – HOURS OF WORK AND OVERTIME**

**4.01** The provisions of Article 11.01 and 11.03 of this Agreement will apply. However, notwithstanding Article 11.03 (c), hours prior to the commencement of his shift will be paid at the employee's regular rate of pay. The basic work week shall be worked Sunday through Saturday.

**4.02** Should the store close at 6 p.m. or 7 p.m. for customer shopping convenience part-time employees may be scheduled to work less than four (4) hours i.e. 3-6, 4-6, 5-6; or 4-7, 5-7, 6-7, or some variation thereof. Should the store be open for customer shopping convenience beyond 6 p.m. or 7 p.m. part-time employees will be scheduled a minimum of four (4) hours.

## **ARTICLE 5 – STATUTORY HOLIDAYS**

- 5.01** (a) The provisions contained in Article 12.01 of this Agreement affect all employees covered by this Appendix.
- (b) To qualify for pay for a legal holiday, the employee must have:
- (i) three (3) months' service with the Owner;
  - (ii) worked at least thirty-two (32) hours during the four (4) weeks immediately preceding the week during which the legal holiday occurs;
  - (iii) worked on his last scheduled shift preceding and his first scheduled shift following the legal holiday.

An employee who so qualifies, shall receive legal holiday pay based on his average number of daily hours worked (exclusive of daily overtime) during the four (4) weeks immediately preceding the week during which the legal holiday occurs, times his standard rate of pay.

## **ARTICLE 6 – VACATIONS**

- 6.01** Employees with less than five (5) years' seniority shall receive Vacation Pay Allowance of four percent (4%) of their earnings during the previous calendar year. Employees with five (5) or more years' service as at January 1<sup>st</sup> of the current year shall receive Vacation Pay Allowance of six percent (6%) of their earnings during the previous calendar year. The percentage payment

referred to in his Article shall apply to wages earned during the previous financial year excluding any vacation pay paid in respect of that period.

**6.02** The Owner may grant a leave of absence without pay up to a maximum of four (4) weeks' duration to an employee for vacation purposes. Such request and permission shall be in writing. When a leave of absence is granted, there shall be no loss of seniority. A claim that the Owner unjustly withheld permission to grant such leave of absence may be made the subject of a grievance and processed accordingly.

Part-time employees will be required to submit their vacation intentions by April 1<sup>st</sup> each year.

## **ARTICLE 7 – LEAVE OF ABSENCE – BEREAVEMENT**

**7.01** Should a bereavement occur in the immediate family of an employee, with twelve (12) or more months of seniority, the employee will be provided up to three (3) consecutive days off with pay to attend the funeral if scheduled to work. Immediate family shall be defined in Article 22 of the main body of the Collective Agreement.

Such an employee who is scheduled to work in excess of thirty-two (32) hours in the week in which the bereavement occurs shall be entitled to bereavement leave with pay as set out in Article 22 of the main body of this Collective Agreement.

Employees may “split” their three (3) days to cover off both bereavement and time to attend the funeral.



**7.02** At the sole discretion of the Owner a leave of absence may be granted for educational purposes. Such employees will not acquire seniority for the period of their leave. It is agreed that the owner's discretion will be applied fairly amongst all employees.

## **ARTICLE 8 – WAGES**

**8.01** All non-student part-time employees on the part-time payroll shall receive the following wage increase/lump sum amounts provided that they are at or above the end rate of pay on the applicable date:

Effective first full pay week following the 1<sup>st</sup> Anniversary of the store opening: ..... 25 cents per hour

Effective first full pay week following the 2<sup>nd</sup> Anniversary of the store opening: .....\$250

Effective first full pay week following the 3<sup>rd</sup> Anniversary of the store opening: .....20 cents per hour

Effective first full pay week following the 4<sup>th</sup> Anniversary of the store opening: .....25 cents per hour

Effective first full pay week following the 5<sup>th</sup> Anniversary of the store opening: .....30 cents per hour

An employee must be actively employed and working as of the date a lump sum payment is effective in order to receive such payment.

The following are the minimum end rates of pay and lump sum payments for all non-student part-time employees.

<b>Hours</b>	<b>D.O.R.*</b>		<b>1<sup>st</sup> Anniv</b>		<b>2<sup>nd</sup> Anniv</b>
0 – 850	\$12.65	New MW		New MW	
851 – 1600	\$12.70	mw + .05		mw + .05	
1601–2350	\$12.80	mw + .10		mw + .10	
2351–2950	\$12.90	mw + .15		mw + .15	
2951–3550	\$12.95	mw + .20		mw + .20	
3551–4150	\$13.00	mw + .25		mw + .25	
4151–4750	\$13.05	mw + .30		mw + .30	
4751–5350	\$13.15	mw + .40		mw + .40	
5351–5950	\$13.25	mw + .50		mw + .50	
5951–6500	\$13.35	mw + .60		mw + .60	
6501 + hrs	\$13.75		\$14.00		\$14.00

\* D.O.R. = date of Store Opening

<b>Hours</b>	<b>3<sup>rd</sup> Anniv</b>		<b>4<sup>th</sup> Anniv</b>		<b>5<sup>th</sup> Anniv</b>
0 – 850	New MW	New MW		New MW	
851–1600	mw + .05	mw + .05		mw + .05	
1601–2350	mw + .10	mw + .10		mw + .10	
2351–2950	mw + .15	mw + .15		mw + .15	
2951–3550	mw + .20	mw + .20		mw + .20	
3551–4150	mw + .25	mw + .25		mw + .25	
4151–4750	mw + .30	mw + .30		mw + .30	
4751–5350	mw + .40	mw + .40		mw + .40	
5351–5950	mw + .50	mw + .50		mw + .50	
5951–6500	mw + .60	mw + .60		mw + .60	
6501 + hrs	\$14.20		\$14.45		\$14.75

The below Part-Time Student wage progression will be applicable to Student Employees.

<b>Minimum Rates of Pay</b>		
<b>Number of Hours</b>	<b>DOR</b>	<b>New Scale</b>
0 - 1300 hrs	\$12.65	New MW
1301 - 1950 hrs	\$12.70	MW + 0.5
1951 + hrs	\$12.75	MW + 0.10

\* D.O.R. = date of Store Opening

A student is defined as an employee under the age of 18 who is actively undertaking a course of study.

Upon reaching their 18<sup>th</sup> birthday or upon permanently ceasing to be a student an employee will move from the Part-Time Student wage progression to the regular Part-Time wage progression at the wage rate dictated by their accumulated hours.

While school is in session students are not intended to work more than twenty-eight (28) hours per week. Should a student work more than twenty-eight hours in a week while school is in session they will be paid for that week at the regular part-time rate associated with their accumulated hours. It is understood that students shall also be entitled to premiums as outlined in this collective agreement that other part time employees are entitled to.

**8.02** Notwithstanding the wage progressions for part-time employees, where there is an increase in the provincial minimum wage rate and it exceeds the start rate set forth in this agreement, it shall become the new start

rate and those employees so affected shall notwithstanding Appendix "A", Article 8.03 (e) remain at such rate of pay until their hours worked with the Employer would permit them an increase in their rate of pay in accordance with the wage grid.

- 8.03**
- (a) The Owner may from time to time, introduce, modify and/or eliminate an incentive program. Any program would be in addition to the prevailing wage progressions.
  - (b) When the Owner pays a new employee more than the starting rate in his classification, such employee shall receive increases in the accordance with the wage schedule and be deemed to have the appropriate service.
  - (c) Employees who are currently being paid in excess of the collective agreement end rates shall receive an increase in their rate of pay in an amount equal to the end rate increases when they come into effect.
  - (d) No wage currently enjoyed by an employee, which is in excess of rates set out in the wage schedules herein, shall be reduced during the lifetime of the Agreement.
  - (e) An employee receiving a raise in pay after the date of hire will be deemed to have the appropriate service for the purposes of wage progression only.

**8.04** Employees assigned cash office duties and who perform fifty percent (50%) or more of their shift performing

such duties will receive a premium of fifty cents (\$0.50) per hour for the full shift. It is understood that the owner or designate retain the right to appoint employees to receive cash office training and to perform those duties.

## **ARTICLE 9 – REST PERIODS**

- 9.01** (a) Employees covered by this Appendix shall be entitled to one (1) fifteen (15) minute paid rest period for each four (4) hour period scheduled to work. For clarity, employees arriving late for their shift may not be entitled to this break if they were scheduled to work not more than a four (4) hour shift. Each rest period shall occur at approximately the mid-point of each four (4) hour period. No employee who is scheduled for more than four (4) hours but not exceeding six (6) hours shall be required to take their break sooner than two (2) hours into their shift unless they have agreed to do so.
- (b) Where an employee is working a daily shift of more than six (6) hours, he shall have one (1) hour (or a half-hour (1/2) hour, by mutual consent), off for lunch and one-half (1/2) hour for supper, if applicable. It is understood that the meal period shall be taken as close to the mid-point of the shift as possible.
- (c) An employee working a shift of more than five (5) hours, but less than six (6) hours is entitled an additional fifteen (15) minute unpaid rest period to

be taken in conjunction with their paid fifteen (15) minute rest period. By mutual agreement with the Owner these fifteen (15) minute rest periods may be taken non-consecutively.”

## **ARTICLE 10 – WORKING CONDITIONS**

**10.01** The Union will co-operate with the Employer in maintaining good working conditions.

## **ARTICLE 11 – NOT SCHEDULED ON PAYROLL**

An employee whose name has not appeared on the payroll of the store for over six (6) months due to lack of work, shall receive consideration on re-application as a new employee. The Owner agrees that it will consider past experience with the Owner and the duration of the person's earlier service with the Owner when establishing the hourly rate of pay for such an employee in the wage progression.

## **APPENDIX "B" – BENEFITS**

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The Employer's only obligation shall be to remit the premiums to the insurance company.

Any dispute or issue with respect to coverage shall be dealt with by the employee and the insurance company.

All employees must participate in the Plan, however, if a spouse is covered by Health and Dental benefits, he or she may waive the Health and Dental coverage. Employees will be required to provide written proof of spousal coverage. Coverage would be made available if for some reasons the duplicate coverage ceases.

### **LIFE INSURANCE**

The Employer agrees to provide active full-time employees until retirement at no cost, Life Insurance equivalent to one (1) times an employee's annual earnings.

The Employer further agrees to provide Life Insurance to retired employees in the amount of two thousand dollars (\$2,000.00).

### **ACCIDENTAL DEATH AND DISMEMBERMENT**

The Employer agrees to provide all active full-time employees with Accidental Death and Dismemberment benefit coverage equal to one (1) times their annual earnings in case of accidental death. Coverage is also provided for other losses such as speech and hearing, use of arms and legs, etc.

## **SHORT TERM DISABILITY**

The Employer agrees to provide Short Term Disability benefits to all active full-time employees from the first (1<sup>st</sup>) day of an accident or the first (1<sup>st</sup>) full-time day of hospitalized or the fourth (4<sup>th</sup>) day of sickness. The Plan will pay sixty-six and two thirds percent (66  $\frac{2}{3}$ %) of basic earnings for the first two (2) weeks, then Employment Insurance will pay fifteen (15) weeks, then the Plan will resume payments for thirty-five (35 weeks).

## **LONG TERM DISABILITY**

The Employer agrees to provide Long Term Disability benefits for active full-time employees after fifty-two (52) weeks if an Employee is unable to perform any occupation (reasonably suited by means of training, education or experience). The Plan will provide for sixty-six and two thirds percent (66  $\frac{2}{3}$ %) of an Employee's basic monthly earnings to a maximum of one thousand five hundred dollars (\$1,500.00). Coverage would cease the date an Employee attains normal retirement age.

## **SEMI-PRIVATE HOSPITAL AND DRUG COVERAGE**

The Employer agrees to provide for Semi-Private hospital care and Supplementary Health Care benefits for active full-time employees on the following basis:

- (i) twenty-five dollars (\$25.00) deductible for single, and fifty dollars (\$50.00) deductible for each family each calendar year.



- (ii) the Plan provides for reimbursement of eighty percent (80%) of Semi-Private hospital costs.
- (iii) the Plan provides for reimbursement of one hundred percent (100%) of Prescription Drugs with no deductible for this coverage.
- (iv) Employees are encouraged to fill their prescriptions at a No Frills or a sister company (Loblaw affiliated) “DRUGstore” pharmacy. A full-time employee drug card will be introduced which may be used at No Frills or sister company (Loblaw affiliated) ‘DRUGstore” pharmacies.

Prescriptions filled at non-“DRUGstore” (Loblaw affiliated) pharmacies shall be reimbursed at seventy percent (70%) and the dispensing fee for prescription drugs will be based upon the prevailing rate at Loblaw pharmacies.

Employees who chose to fill their prescriptions at non-“DRUGstore” pharmacy shall continue to submit their claim for reimbursement.

Shoppers Drug Mart has agreed to the use of the drug card at their stores. For clarity, reimbursement will be at one hundred percent (100%) for prescriptions filled at Shoppers Drug Mart and reimbursement of the dispensing fee will be based upon the prevailing rate at Loblaw Pharmacies.

## **SUPPLEMENTARY HEALTH CARE**

The Plan provides coverage for active full-time employees which includes ambulance services, rental of wheel chairs and hospital equipment, private nursing [with a ten thousand dollar (\$10,000.00) maximum every thirty-six (36) months], artificial limbs and braces. Also, included are services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur [each with a maximum of ten dollars (\$10.00) per visit, thirty (30) visits per year]. In addition, services of a psychologist [three hundred dollars (\$300.00) per year] and hearing aids [three hundred dollars (\$300.00) lifetime] are also covered. Dental treatment for accidental injury to the teeth and outside Canada coverage for physicians and surgeons are covered.

## **DENTAL**

The Employer agrees to provide Dental coverage for active full-time employees after a twenty-five dollar (\$25.00) deductible for single, and fifty dollar (\$50.00) deductible for family each calendar year.

The Plan provides for one hundred percent (100%) reimbursement for cleaning, polishing, x-rays and fluoride treatments, once every nine (9) months for employees and dependents over eighteen (18) years of age and two (2) times per calendar year for employees and dependents eighteen (18) years of age and under. Extractions, fillings, injections, consultations, root canal therapy, endodontic and periodontic treatment are covered.

The Plan provides for a maximum of one thousand dollars (\$1,000.00) per family member per year. Reimbursement is based on a 2-year lag in the Provincial Dental Fee Guide.

## **OPTICAL**

Active full-time employees and their eligible dependents shall be eligible for a maximum of one hundred and seventy-five dollars (\$175.00) every two (2) years. Payment will be made upon the receipt of proof of purchase.

## APPENDIX "C"

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### PHARMACY OPERATIONS

- (1) The pharmacy shall constitute a separate seniority department.
- (2) Part-time pharmacy employees shall be covered by Article 2.05 of Appendix "A" except (f) and (h). In addition, they shall be covered for the following periods during flu season, allergy season and other peak periods in the pharmacy department.

All full time and part-time employees on the payroll on Date of Store Opening, October 26, 2018 shall receive the following general wage increases:

Effective first full pay week following  
1<sup>st</sup> Anniversary:..... 25 cents per hour

Effective first full pay week following  
2<sup>nd</sup> Anniversary:..... 25 cents per hour

Effective first full pay week following  
3<sup>rd</sup> Anniversary: ..... 25 cents per hour

Effective first full pay week following  
4<sup>th</sup> Anniversary: ..... 25 cents per hour

Effective first full pay week following  
5<sup>th</sup> Anniversary: ..... 25 cents per hour

These monies will be applied only to the end rates of the full-time and part-time wage progressions. On each

anniversary employees hired prior to Date of Store Opening, October 26, 2018, who are at end rate will receive the above specified general increases only. For clarity, only those employees hired prior to Date of Store Opening, October 26, 2018, will receive the wage increases on the above-mentioned dates. Employees hired after that date will not receive the above-mentioned increases.

In the event that a general wage increase results in an employee being on an “off-rate” within his or her classification, it is understood notwithstanding Article 16.03 and Appendix “A”, Article 8.03 (e) that the employee will still have to acquire the appropriate service to advance on their wage progression.

**Minimum Rates of Pay for Full-Time Pharmacy Technicians**

Start	\$13.00
6 months	\$13.80
12 months	\$14.60
18 months	\$15.40
24 months	\$16.20
30 months	\$16.60
36 months	\$17.40

## Minimum Rates of Pay for Part-Time Pharmacy Technicians

Hours Worked	Rate of Pay
0 to 300	\$12.20
301 to 650	\$12.60
651 to 1300	\$13.00
1301 to 1950	\$13.40
1951 to 2600	\$13.80
2601 to 3250	\$14.20
3251 to 3900	\$14.60
3901 to 4550	\$15.00
4551 to 5200	\$15.40
5201 to 5850	\$15.80
5851 to 6500	\$16.30
6501+	\$17.00

Notwithstanding the above wage progressions where there is an increase in the Provincial minimum wage rate and it exceeds the start rate set forth in this agreement, it shall become the new start rate and those employees so affected shall notwithstanding Article 16.03 and Appendix "A", Article 8.03 (e) remain at such rate of pay until their months worked for full-time employees and hours worked for part-time employees with the Employer would permit them an increase in their rate of pay in accordance with the wage grid.

Employees in the Pharmacy Tech classification must have a demonstrated ability to manage a new prescription from intake to the Pharmacist's sign off.

Existing Pharmacy Techs will move to the new rate and other employees may enter this classification where there is an opening as determined by the Company. In the event that there is a dispute regarding an employee's suitability for an opening, the Director of Pharmacy will review the work history, education, availability and skills of the candidate and make a final determination of the suitability of the candidate.

Appendix "A" applies to all part-time employees of the pharmacy, unless noted otherwise in this Appendix.

The Collective Agreement applies to all full-time employees of the pharmacy, unless noted otherwise.

## **APPENDIX “D” – PENSION**

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### **NO FRILLS DEFINED CONTRIBUTION PENSION**

Full-time and part-time employees of this No Frills location will be eligible to participate in a defined contribution pension plan on the following basis. Participation will be voluntary.

In order to join the defined contribution plan an employee must have worked a minimum of seven hundred (700) hours or earned thirty-five percent (35%) of the YMPE for each of two (2) consecutive calendar years.

Participation in the defined contribution plan will require that an employee make contributions equal to those of the Employer. The contributions will be made via payroll deduction.

The following contributions rates shall apply.

Contributions will be made on each hour worked by the employee. The contribution level will be service based as follows:

	<b>2 – 5 years</b>	<b>Over 5, below 10</b>	<b>10 years +</b>
Employee	20 cents/hour	30 cents/hour	40 cents/hour
Employer	20 cents/hour	30 cents/hour	40 cents/hour

Years of service for the purposes of the defined contribution plan will be determined based on the employee’s years of completed service as of December 31<sup>st</sup> of the previous year.



Employer contributions will become vested after two (2) years of plan participation.

Employees declining participation in the defined contribution plan at start-up will have one opportunity to join at a later date of the Employer's choosing. Employees who terminate their participation in the plan will not be permitted to re-join at a later date.

The "Plan Document" will be the governing document over this defined contribution plan and a conflict between the Collective Agreement and the Plan Document will be resolved in accordance with the Plan Document. The Employers retain the right to amend the plan at their sole discretion as necessary (example: legislative issues, administrative issue, etc).

The Employer makes the following commitments relative to the administration of this plan:

1. The Employer will provide to the Union with current copies of the information provided to newly eligible employees of the pension plan.
2. The Employer will post a notice reminding eligible employees that information regarding the plan is available upon request.
3. The Employer will maintain a record of eligible employees that were provided with the opportunity to view information about the pension plan.

## **LETTER OF UNDERSTANDING #1 – EMPLOYEE REQUEST**

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Employees shall not be given time off to avoid the application of over-time rates, however, should an employee generate a request for time off for unforeseen special circumstances, the Employer may, if concurrence is given by the Area Union Representative allow the employee such time off to be made up at regular rates of pay not later than the following pay week and such concurrence shall not be unreasonably withheld. It is understood that there will be no banking of hours.

## **LETTER OF UNDERSTANDING #2 – STATUTORY HOLIDAYS**

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In the event the store is allowed to legally open on a statutory holiday with no premium pay, then the parties will meet with a view to amend the Collective Agreement. Work on these holidays will remain voluntary.

## **LETTER OF UNDERSTANDING #3 – PLUS MODEL NO FRILLS**

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This letter is to confirm the parties' understanding with respect to "Plus" model No Frills stores.

1. The Collective Agreement, Appendices, and Letters of Understanding shall apply to a "Plus" Model No Frills except as specifically noted within this Letter of Understanding.
2. A "Plus" Model No Frills location shall be defined as a No Frills store that:
  - (a) Has a total store square footage of greater than 30,000 square feet; and

- (b) Has thirty percent (30%) or more of the total selling area of the store dedicated to the merchandising of Department Store Type Merchandise (DSTM).
3. The additional non-union exclusions within a “Plus” model No Frills store as follows:
  - (a) Up to six (6) Assistant DSTM Managers
4.
  - (a) The Employer will provide the union with a list of DSTM departments and exclusions within each store and will advise the union of any changes planned to the list of departments or exclusions.
  - (b) Assistant DSTM Managers will not generally perform work outside of the DSTM area of the store; however, may be assigned to oversee the total store at times and may perform duties outside of their department under such circumstances.
5. For clarity, DSTM merchandise shall include but not be limited to: Home Décor, Bed and Bath, Cook and Table, Kids Kloz, Photo Lab, Photo Studio, Electronics, HABA, Home Office, Book and Magazines, Cards and Party, Cosmetics, Housewares, Sporting Goods, Toys, Leisure, Automotive, Hardware, Footwear, and Apparel. It is recognized by the parties that the extent and variety of DSTM may differ over time as the DSTM business evolves generally.
6. Notwithstanding Article 2, Appendix “A”, part-time employees within a “plus” model No Frills location shall

acquire seniority within either the Food or DSTM area of the store.

7. Article 8.01, Appendix "A" shall apply including the scale titled "Minimum Rates of Pay for Part-Time Employees".
8. Dollar Store operations will be governed by the Letter of Understanding on Dollar Store operations.
9. Employees with a minimum of two thousand five hundred (2,500) hours worked may make a one-time request to be transferred to a food department within the store. The Employer will determine the timing of such transfer provided that the transfer will occur within three (3) months of the employee request. The Employer may limit the number of transfers into any given department to a maximum of one (1) during every six (6) month period. Employees who transfer departments will maintain their company seniority and service however will be placed at the bottom of the schedule in their new area of work and will be scheduled in accordance with this placement.
10. In a store conversion all current food employees at the time of the announcement will remain on the food side of the store unless they request in writing to be transferred at the time of the conversion to the DSTM side of the store. Such employee(s) will receive the rate of pay associated with their accumulated hours of work applied to the DSTM wage progression subject to not exceeding the DSTM end rate of pay. Their seniority will be transferred to the DSTM seniority list and they will be placed on the top of the schedule in their new area in order of seniority.

## **LETTER OF UNDERSTANDING #4 – DOLLAR SHOP**

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The purpose of this letter is to confirm the parties' understanding with respect to "Dollar Store" operations located within the store and managed by the store.

- i) The Dollar Store operation shall constitute a separate seniority department;
- ii) Should the store terminate its management of Dollar Store operations all unionized employees will be re-deployed to other areas of the store with their wage rate and seniority intact;
- iii) This letter will apply only in the event that this store operates a Dollar Shop in excess of 2000 square feet unless otherwise specifically agreed between the parties.

## **LETTER OF UNDERSTANDING #5 – ENHANCED SEVERANCE**

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In the event of a permanent discontinuance of the operations of this store covered by this Collective Agreement the affected employees will receive severance in the amount of 1.5 times their normal weekly earnings multiplied by their completed years of service to a maximum of seventy-five thousand dollars (\$75,000.00) in the case of a full-time employee and fifteen thousand dollars (\$15,000.00) in the case of a part-time employee. This payment is deemed to be inclusive of any payments required by law and any obligations under the collective agreement.

Employees will generally be expected to remain in their employment up until the closure of the location. Special individual consideration for early departure may be made subject to the Employer's ability to continue the normal operation of the store.

Notwithstanding the above paragraph Article 10.03 (a) of the collective agreement shall apply.

## **LETTER OF UNDERSTANDING #6**

### **– PRODUCTION OF COLLECTIVE AGREEMENTS**

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The Employer agrees to contribute one hundred dollars (\$100.00) towards the printing cost of the Collective Agreement.

## **LETTER OF UNDERSTANDING #7**

### **– PENSION PLAN CONTRIBUTION EXCEPTIONS**

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The Employer undertakes to effect the below change relative to the defined contribution pension plan contained in Appendix "D". In the event that this change may be implemented within the terms of the plan and may be reasonably administered then this change will be made.

An employee that is participating in the defined contribution pension plan who becomes eligible to participate at a higher rate in accordance with Appendix "D" and requests in writing to contribute to the plan at a lower rate than specified will be permitted to do so. Such employee may later notify the Employer in writing that they wish to increase their contribution rate up to the rate specified within Appendix "D".

In any event, the Employer will match such employee's contribution at the same rate. The minimum contribution rate shall in any event be ten cents (\$0.10).

## **LETTER OF UNDERSTANDING #8 – MAKE UP EMPLOYEE SICK TIME**

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Notwithstanding Article 11, Hours of Work and Overtime, a full-time employee who is absent from work due to sickness shall be entitled to the following:

In the four (4) weeks subsequent to the absence a full-time employee shall be eligible to work the equivalent number of hours of the absence at a time to be mutually agreed upon between the Employer and the employee.

The maximum number of equivalent hours shall be limited to forty (40) hours over a maximum of five (5) occurrences per calendar year. It is understood that these provisions shall not apply in the instance where an employee is eligible for payment for the absence by some other form of coverage.

## **LETTER OF UNDERSTANDING #9 – CASH ADVANCES**

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The Employer agrees to provide a cash advance to full-time employees awaiting WCB or weekly indemnity benefits, where there is an unusual delay, up to the equivalent of the employee's vacation accrual. It is understood that any employee receiving such cash advance will be required to sign documentation concerning the repayment or deduction of the cash advance.

## **LETTER OF UNDERSTANDING #10**

### **– STORE OPENING BEYOND 11:00 PM**

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In the event the store opens for customer shopping convenience beyond 11:00 p.m. the Employer agrees to seek new declaration of availability from existing part-time employees.

It is understood that temporary or promotional extensions of hours (i.e. midnight madness, pre-holiday) will be excluded from the application of this language. The Employer agrees to ask for volunteers prior to scheduling to meet the business requirements.

## **LETTER OF UNDERSTANDING #11**

### **– OCCASIONAL REQUEST FOR SATURDAY OFF**

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The Employer agrees that a full-time employee may request the occasional Saturday off. The Employer will consider the request with regard to the number of prior requests, other employee requests and the business requirements. It is acknowledged by all parties that Saturdays are in most cases the busiest day of the week and as such full-time employees are generally required to work on this day.

In accordance with the above language full-time employees requesting a Saturday off prior to commencing vacation on a Sunday will be granted their request subject to the above specified considerations.



## **LETTER OF UNDERSTANDING #12**

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All part-time employees with a minimum of two (2) years' service that are required by the Employer to purchase and use safety footwear will be reimbursed thirty dollars (\$30.00) upon presentation of a receipt. This reimbursement is on a one-time basis during the life of the agreement. Full-time employees will be entitled to reimbursement of thirty dollars (\$30.00) twice during the life of this Collective Agreement upon presentation of a receipt. Safety shoes must be entirely black in colour and must be Canadian Standards Approved (CSA).

## **LETTER OF UNDERSTANDING #13**

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This will confirm our agreement that in a variety of circumstances that the franchisor (No Frills Limited) retains the right to operate this store corporately under the terms of this collective agreement.

## **LETTER OF UNDERSTANDING #14**

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This will confirm our agreement that all members of the refurbishing crew are excluded from the bargaining unit and will perform all work inherent in refurbishing the No Frills store.

## **LETTER OF UNDERSTANDING #15 – MEAT DEPARTMENT**

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In the event this location implements a conventional meat department during the term of this agreement, then the Employer and the Union will meet to discuss such

implementation i.e. rates of pay, department seniority and classifications.

For clarity, a conventional meat department is one that requires the expertise of a meat cutter for the purpose of cutting and trimming meat in a manner that it can be overwrapped, weighed and priced in preparation for sale to the customer.

## **LETTER OF UNDERSTANDING #16 – COLD TEMPERATURE APPAREL**

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The Employer will maintain an employee shared supply of clean, cold temperature apparel as follows: coats, gloves, and hats.

## **LETTER OF UNDERSTANDING #17 – DOMESTIC VIOLENCE**

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The Employer agrees to recognize 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, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation. Absences, which are not covered by sick leave or disability insurance, will be granted as absent with permission without pay not to exceed two (2) months.

It is understood this is over and above any rights that may be passed in law.

## **LETTER OF UNDERSTANDING #18 – CUSTOMER ABUSE**

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There shall be zero tolerance for abusive customer behaviour towards employees. In the event of customer abuse, employees shall notify the Employer or designate immediately. No employee shall be required to serve a customer who has engaged in abusive behaviour.

The Employer shall take proactive steps to discourage abusive customer behaviour.

## **LETTER OF UNDERSTANDING #19 – PROVINCIAL MINIMUM WAGE**

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In the event an increase in the minimum wage causes the part-time wage rates paid in the wage progression to exceed the part-time end rate, then the gap between the last step of the progression and the end rate will be at least forty cents (\$0.40).

## **LETTER OF UNDERSTANDING #20 – PART-TIME BENEFITS**

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### **OPTICAL**

Eligible employees will be reimbursed up to eighty percent (80%) of the cost of frames, lenses, and the fitting of prescription eye glasses when recommended by a doctor or optometrist up to a maximum of two hundred dollars (\$200.00) in each two (2) year period of active employment. The cost of prescription contact lenses will be covered in the same amount.

Eligible employees must have five (5) years of continuous service and must have worked a minimum of six hundred (600) hours in each of the two (2) calendar years preceding any reimbursement. This plan provides employee coverage only.

## **DRUG PRESCRIPTION**

Eligible employees will be reimbursed one hundred percent (100%) of prescription drugs to a yearly maximum of one thousand dollars (\$1,000.00). Eligible employees must have five (5) years of continuous service and must have worked a minimum of six hundred (600) hours in each of the two (2) calendar years preceding any reimbursement. This plan provides employee coverage only.

Eligible employees will contribute to the cost. These contributions will be deducted from an employee's pay on a weekly basis, subject to a maximum of two dollars (\$2.00) per week.

## **LETTER OF UNDERSTANDING #21 – RESPECT AND DIGNITY**

The Employer agrees that employees, the people who are a vital part of our success, must be treated with dignity, respect and fairness appropriate in the circumstances.

## **LETTER OF UNDERSTANDING #22 ADMINISTRATION OF RATE CHANGES**

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All scale changes will take effect the second Sunday of the work week following ratification or the anniversary of the Agreement as applicable.

## **LETTER OF UNDERSTANDING #23 – NO RETROACTIVITY**

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No aspect of this Memorandum shall be applied retroactively except if explicitly noted within.

**AS TO ALL APPENDIXES AND LETTERS OF UNDERSTANDING:**

Signed this 26<sup>th</sup> day of October, 2018.

FOR THE UNION:

FOR THE EMPLOYER:



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Dan Goodman



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Ray Brown (Franchise Owner)

# NOTES

# NOTES