

COLLECTIVE AGREEMENT

BETWEEN

STONG'S MARKETS LTD.

AND



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

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

FIRST PRINTING
Errors and Omissions Excepted

TERM OF AGREEMENT

January 1, 2024 to May 31, 2028

Dear Union Member:

You are holding one of the most important documents you will receive at your job: your union Collective Agreement.

This document is a contract between your employer and our union that sets out the workplace rights and terms and conditions of employment for all union members at your workplace.

Every part of this agreement was negotiated with your employer by a bargaining committee comprised of your coworkers and fellow union members.

This document ensures you have better conditions than those found in non-union workplaces. Together, with engaged and empowered union members, we are committed to improving it at every opportunity.

Please help us give meaning to this agreement by reading it, asking questions about the rights it contains, and working with us to enforce it.

If you think there may be a violation of this agreement at your workplace, you have a legal right to contact a Shop Steward or Union Representative for help.

Help us build a stronger union – your union.

In Solidarity,

DAN GOODMAN
President

CATHY SHANNON
Secretary-Treasurer

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COLLECTIVE AGREEMENT

BETWEEN:

STONG'S MARKETS LTD.

(hereinafter referred to as the "Employer")

AND:

**UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 247**

(hereinafter referred to as the "Union")

WHEREAS:

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

NOW THEREFORE:

The Union and the Employer mutually agree as follows:

ARTICLE 1 – BARGAINING AGENCY

1.01 The Employer recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, wages, hours and all other conditions of

employment set out in this Agreement for all employees employed in the preparation for sale and handling and selling of fresh, frozen, cooked and smoked meats, fish and poultry in Stong's Markets Ltd. stores owned and operated by the Employer in the Lower Mainland (including North Vancouver and West Vancouver), save and except the Store Manager, Department Managers, and those persons above the rank of Department Managers.

The following positions shall be considered Manager positions: Meat Manager, Seafood Manager, Deli Manager and Specialty Department Managers whose departments are represented by the Union.

ARTICLE 2 – UNION'S RECOGNITION OF MANAGEMENT'S RIGHT

2.01 The Union agrees that the Management of the Company including the right to plan and direct and control store operations, the direction of the working force, the termination of employees for proper cause are the sole rights and functions of the Employer. Those matters requiring judgement as to competency of employees are also agreed to be the sole right and function of Management, subject, however, to discharge of employees on grounds of alleged incompetency being processed under Articles 19 and 20 of this Collective Agreement.

The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude

other recognized functions of Management not specifically covered by this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement.

ARTICLE 3 – UNION SHOP

- 3.01** All employees shall, as a condition of employment, become and maintain active membership, as provided in the Constitution and bylaws of the Local Union. It is agreed that the Employer will have employees complete a Union membership application form within seven (7) days upon being employed and forward immediately to the Union office fully completed and signed.
- 3.02** The employer agrees to provide each new employee at the time of employment, with material outlining to the employee, their responsibility in regard to Union Membership as supplied by the Union.
- 3.03** It is the responsibility of the employee to maintain active membership as outlined in the International Constitution and the Local Union bylaws.
- 3.04** No employee shall be discharged, disciplined or discriminated against for any lawful Union activity, or for serving on a Union committee or for reporting to the Union the violation of any provisions of this

Agreement. Instances of alleged violation of the foregoing will be brought to the attention of the Company, and a full investigation by the parties will follow. The above will be subject to the grievance procedure. Any alleged harassment will be dealt with by the Company.

ARTICLE 4 – DEDUCTION OF UNION DUES

4.01 The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct union dues from the wages of all new employees. Each new employee, at the time of hire, shall sign an authorization for Union dues deductions. Such form will immediately be sent to the Union Office. (Union to supply appropriate form).

Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month and accompanied by a written statement of the names of the employees for whom the deductions were made and the amount of each deduction. Union dues shall be shown on the T-4 slips.

In the event of a change in the amount of union dues or assessments or in the levying of a fine, the Union will give the Employers at least three (3) weeks prior notice

of the effective date of the change or deduction as the case may be.

It is the responsibility of the employee to maintain membership in good standing as outlined in the International Constitution and the Local Union Policy.

ARTICLE 5 – UNION BUSINESS

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

- (a) Not more than one (1) employee from any one classification.
- (b) The employer will not unreasonably deny Union requests for negotiating committee members.

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

5.02 The Employer will bill the Union and the Union will reimburse the Employer for wages and benefits paid to the employee.

5.03 Visits of Union Representatives

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

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

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

Union Representatives shall be permitted to check employee time records including work schedules.

5.04 Shop Stewards Recognition

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

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

Shop Stewards may introduce themselves to newly hired employees. This shall include the Shop Steward providing the new hires with copies of the Collective Agreement booklet and a new member kit. Shop Stewards shall be entitled to do so on company time.

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

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

Where appropriate the Shop Steward/Witness will be briefed in advance of the meeting with the employee.

5.05 A Leave of Absence shall be extended up to twelve (12) months, or for a longer period by mutual agreement, where an employee is granted leave for the purpose of acting on the Relief Staff of the Union or is on special organizational assignment for the Union.

ARTICLE 6 – CLERK’S WORK CLAUSE

6.01 With the exception of excluded personnel listed in Article 1 of this Agreement and salespersons or vendor representatives whose product is delivered directly to the store and Specialist personnel of the Employer all work in the handling and selling of merchandise in the retail stores of the Employer shall be performed only by employees of the bargaining unit who are members of UFCW Local 247.

The Employer will not utilize this clause to erode the work of the bargaining unit.

ARTICLE 7 – SENIORITY

7.01 Seniority for employees shall mean length of continuous service from date of hire and within the employee’s respective department in the bargaining unit. Paid time off will be considered as hours worked. For clarification, continuous service shall include all leaves of absence from work pursuant to the Collective Agreement (i.e., vacations, accident, illness, and all approved leaves of absence).

Seniority lists of all employees shall be forwarded to the Union office and posted in store twice (2x) per year.

The Employer agrees to forward an annual list of all employees' names and addresses to the Union office in addition to seniority lists, once (1x) per year.

Seniority will be lost if an employee:

- voluntarily leaves the employ of the Employer; or
- is discharged; or
- is absent without approved leave for a period of more than three (3) working days; or
- fails to report to work within three (3) working days of being recalled from a layoff as per Article 7.03 below.

The first seniority list for each (new) store will be created thirty (30) days after that store's opening date and will be updated and thereafter will be updated and posted as described above.

7.02 Status Definition

Full-time (FT) status is based on a forty (40) hour work week.

To qualify for full-time (FT) status; based on seniority; the employee must work an average of thirty-six (36) hours per week for thirteen (13) consecutive weeks and have open availability.

Any employee working less than thirty-six (36) hours per week is considered part-time (PT).

The foregoing does not imply any obligation to schedule more hours in any department than the Employer has determined are operationally necessary.

7.03 Layoff and Recall

Layoff of continuous employment with the Employer shall govern in cases of layoffs and recall, provided the employee has the ability to perform the work required. Where required by the Employer, Assistant department managers are exempt from the layoff provisions of this Article.

Employees laid off in accordance with the above provisions shall be recalled to work in order of length of service with the Employer, provided no more than six (6) months has elapsed since the last day worked by the employee, for employees with one (1) year or more of service, no more than twelve (12) months has elapsed since the last day worked by the employee.

If an employee, when contacted, for proper and sufficient reason is not immediately available to commence work, the next employee on the list can be hired temporarily. If the contacted employee cannot report for work until three (3) working days later, the employee shall exchange seniority with the next employee on the list who is immediately available for employment, until the employee is recalled, at which

time the employee shall resume their original seniority status. If the employee does not report in one (1) calendar week from date of recall without proper or sufficient reason, the employee shall be dropped from the seniority list.

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

Employees rehired in accordance with this Article shall retain their previous length of service for the purposes of this Article and Article 13.

Full-time employees subject to lay-off may utilize their bargaining unit seniority to transfer into another department subject to having the skill and ability to perform the available work. Where the employee elects to make such a transfer, they will be credited with seniority in their new department, based on their previous department seniority.

7.04 Probationary Period

During the first four (4) months of employment, each new employee shall be on probation and will receive a written evaluation within three (3) months of employment. Evaluations will be given to the

probationary employee and the Chief Shop Steward, as well as delivered to the Union office by request. Time off, such as WI, WCB will be added to probationary period.

- 7.05** Employees who have restricted their availability or restrict their availability any time during the first four (4) months, shall have their probationary period extended by two (2) months and any employee who is on an absence due to medical reasons by the length of the medical absence. The decision whether to retain or not to retain the employee's services shall be the sole right of the Employer, subject to the Employer acting in good faith and subject to the termination not being related to lawful union activity.

ARTICLE 8 – HOURS OF WORK

- 8.01** The Employer reserves the right to schedule hours of operation, employee hours of work, rest periods, meal periods and overtime work, subject to the provisions set out in this Article.

Basic Work Week

The basic work week of a full-time employee shall be forty (40) hours per week consisting of five (5) eight (8) hour days.

Full-time employees shall receive forty (40) hours pay at straight-time rates and shall work four (4) days, thirty-two (32) hours, including work on the statutory

holiday, in a week in which one (1) statutory holiday occurs; three (3) days, twenty-four (24) hours, including work on the statutory holiday, in a week in which two (2) statutory holidays occur.

Time worked in excess of forty (40) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one-half (1½).

1. The hours in excess of thirty-two (32) hours or work shall be offered by seniority and shall be voluntary.
2. If sufficient employees are not available, hours of work to the above maximum (40 hours) may be assigned by reverse seniority.

Full-time employees will be provided available hours in preference to part-time employees.

8.02 Sunday shall be considered the first (1st) day of work for the basic work week.

8.03 Deemed Time Worked

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

8.04 Meal Periods and Rest Periods

Employees' rest periods and meal periods shall be scheduled, depending on the length of their shift, as follows:

Four (4) hours or more.....one (1) paid fifteen (15) minute rest period

Six (6) hours or moretwo (2) paid fifteen (15) minute rest periods

Seven (7) hours or moretwo (2) paid fifteen (15) minute rest periods and one (1) thirty (30) minute unpaid meal period

Employees are entitled to a thirty (30) minute unpaid meal period after five (5) hours of work. Those working less than seven (7) hours may combine the paid rest periods to take a meal period or may combine a paid and an unpaid rest period to take a meal period, as the case may be.

An employee's meal period shall not commence earlier than three (3) hours nor later than five (5) hours after the start of an employee's shift. Rest periods shall not begin until one (1) hour after the commencement of an employee's shift or the end of a meal period.

Employees may be granted an additional fifteen (15) minute rest period by request. The availability and timing of additional unpaid breaks will be subject to business needs.

8.05 Posting of Schedules

A weekly work master schedule will be posted on Saturday for the workweek beginning Sunday, two (2) weeks in advance. The Employer is required to make reasonable effort to verbally advise individual employees of the changes to the work schedule once it has been posted.

An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery or other instances of force majeure. In all other cases, at least twenty-four (24) hours' notice of any change must be given or four (4) additional hours' pay given in lieu of notice. A student must be notified on the day before of any change to their schedule or be given an additional two (2) hours' pay if the schedule is changed for a school day and four (4) hours' pay if the schedule is changed for a non-school day.

Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked unless mutually agreed to in writing, by the Employee and the Employer. Employees shall not work longer than their scheduled work day unless requested

to do so by the Employer, in which case additional hours will be paid at the applicable rate of pay.

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

Schedules will be listed by seniority with date of hire. Department heads will be listed first.

8.06 Personal Time Off

Should the Store Manager or Assistant Manager offer a full-time employee the opportunity to leave early, this Personal Time Off (PTO) shall be unpaid but the hours of personal time off (PTO) shall count for the purpose of accumulating all benefits, including Vacations and Statutory Holidays.

8.07 Overtime Pay

All time worked in excess of the basic work week, as defined in Sections 8.01 and 8.04 and hours worked in excess of eight (8) hours in a day shall be paid at the rate of time and one-half (1½) the regular rate. All hours worked in excess of ten (10) hours in a day and in excess of 48 hours in a regular workweek shall be paid at twice the regular rate. Compensating time off shall not be given in lieu of overtime pay. Employees shall be paid time and one half the regular rate for all hours worked after their fifth (5th) work day in a week.

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

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

8.08 Interval Between Shifts

There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed a ten (10) hour interval between shifts shall be paid at the rate of time and one half (1½) for time worked prior to the expiry of the ten (10) hour interval.

8.09 Minimum Hours

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

8.10 Recording Hours of Work

The Employer shall provide a sign-in form or an electronic time recording process to enable employees to record their hours of work for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods. . Employees who fail to record all time worked in the manner required by this subsection shall, upon complaint of the Union, be disciplined as follows:

- 1st violation
- three (3) days' suspension without pay
- 2nd and subsequent violations
- one (1) week suspension without pay

Suspensions shall be implemented within forty-five (45) days of notification by the Union unless a longer period is mutually agreed upon between the Union and the Employer or in the event that the requested suspension becomes subject to the grievance procedure.

Any such dispute shall be subject to the grievance and arbitration sections of this Agreement. Any employee terminated for the above reasons shall not be entitled to notice or pay in lieu of notice.

The Employer agrees to assume its full responsibility in seeing that all employees are compensated for all time worked.

8.11 Work Load

If an employee believes the amount of work they are required to perform is excessive over what is required from the rest of the staff and it will result in an occupational accident or occupational injury to them, the question shall be referred to Article 19 of this Agreement.

8.12 Consecutive Days Off

The Employer shall schedule consecutive days off for all full-time employees subject to the operational needs of the store. The Employer shall endeavour to schedule two (2) consecutive days off for all employees with open availability, subject to the operational needs of the store.

8.13 Consecutive Day Limit

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

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

8.14 Late Closing Schedule

Employees scheduled to work store closing shifts shall not be scheduled later than thirty (30) minutes after store closing time.

ARTICLE 9 – SCHEDULING HOURS OF WORK

9.01 The current departments in the bargaining unit are:

- Meat
- Seafood
- Deli
- HMR

In accordance with Article 9.02, hours are assigned within a department.

9.02 Subject to Article 8.01 regarding full-time employees, preference in available hours of work in a store shall be given to senior employees in the same department within the store, provided they are available and can perform the work.

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

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

Full-time employees may maintain their hours by claiming hours that would otherwise be provided to junior part-time employees in another department, subject to the full-time employee having the skill and ability to do the work.

9.03 Scheduling of Overlapping and Abutting Shifts

Where it can be shown that overlapping and abutting shifts have been scheduled to deny senior employees available hours, this shall be discussed between the parties. Where a disagreement arises under this Subsection and results in a Grievance, the parties will have two (2) weeks from the date the matter is brought to the attention of the Employer to correct any errors in scheduling before a claim for lost wages can be filed.

9.04 Restriction of Availability

A part-time employee who works less than the basic workweek and restricts their availability shall sign a form so advising the Employer. One (1) copy of the

form is to be mailed to the Union by the Employer. Such employee shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. When reductions in hours occur, the junior employee, whether or not they are of restricted status, shall be reduced first. If an employee wishes to end their restricted status, the employee shall so advise the Employer in writing. The employee's full seniority rights shall begin from the date they advise the Employer of their full availability. An employee shall not be entitled to fill out a form, as outlined above, more than once (1x) per year unless otherwise mutually agreed.

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

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

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

ARTICLE 10 – CLASSIFICATION OF EMPLOYEES

10.01 Credit for Previous Experience

New employees shall be classified according to previous comparable experience in a retail store.

The Employer may opt to pay an employee a rate of pay over and above that to which they are otherwise entitled to under this provision. In those cases, the employee shall receive credit for fifty percent (50%) of the hours which coincides with the rate they are paid, requiring the employee to complete the remaining hours before advancing to the next wage rate on the wage scale. The employer will notify the union the implementation of the above, and the parties agree that this Article must be applied in a consistent manner.

10.02 It shall be optional for the Employer to grant credit to those employees who are claiming previous experience if such employees have been out of the industry for two (2) years or more.

10.03 In the event of any disagreement as to credit granted for previous experience, such disagreement shall be considered a grievance and the grievance procedure in this Agreement shall apply. However, if the Employer has:

- (a) given the employee written notification showing credit granted for previous experience within the thirty (30) day period required by this Article; and
- (b) given the Union written notification showing credit granted for previous experience within the same period,

Then no consideration shall be given to any disagreement pertaining to credit for previous experience if presented later than sixty (60) days after the employee's date of employment.

ARTICLE 11 – WAGES

11.01 The Employer agrees to pay all persons covered by the terms of this Agreement not less than the following schedule of wages, during such time as this Agreement is in force and provided that if any employee is receiving a wage rate in excess of the rates herein contained, such wage rates shall not be reduced by reason of the signing of this Agreement.

SCHEDULE A – JOURNEYMEN MEAT CUTTING SPECIALISTS

CAREER HOURS	June 1, 2023	June 1, 2024	June 1, 2025	June 1, 2026	June 1, 2027
Start	\$21.00	\$21.74	\$22.17	\$22.62	\$23.07
1041–2080	\$22.50	\$23.29	\$23.76	\$24.23	\$24.72
2081–3120	\$24.00	\$24.84	\$25.34	\$25.84	\$26.36
3121–4160	\$25.50	\$26.39	\$26.92	\$27.46	\$28.01
4161–5200*	\$27.00	\$27.95	\$28.51	\$29.08	\$29.66
5201+	\$28.00	\$28.98	\$29.56	\$30.15	\$30.75

*Post December 6, 2013 hires in the Meat Cutting classification at Dunbar will receive retroactive pay for the June 1, 2022 – May 31, 2023 based on the June 1, 2023 Grid within the July 15, 2020 to December 31, 2023 Full Service Locations Collective Agreement.

SCHEDULE B – MEAT DELI SEAFOOD CLERKS

CAREER HOURS	June 1, 2024	June 1, 2025	June 1, 2026	June 1, 2027
Start	\$18.00	\$18.36	\$18.73	\$19.20
1040	\$18.20	\$18.56	\$18.94	\$19.41
2080	\$18.40	\$18.77	\$19.14	\$19.62
3120	\$18.80	\$19.18	\$19.56	\$20.05
4160	\$19.00	\$19.38	\$19.77	\$20.26
5200	\$19.25	\$19.64	\$20.03	\$20.53
6240	\$19.50	\$19.89	\$20.29	\$20.79
7280	\$19.75	\$20.15	\$20.55	\$21.06
8320	\$20.00	\$20.40	\$20.81	\$21.33
9360	\$20.25	\$20.66	\$21.07	\$21.59
10400	\$20.50	\$20.91	\$21.33	\$21.86
11440	\$20.75	\$21.17	\$21.59	\$22.13
12480	\$21.00	\$21.42	\$21.85	\$22.39
13520	\$21.50	\$21.93	\$22.37	\$22.93
14560	\$22.50	\$23.00	\$23.50	\$24.09

*Post December 6, 2013 hires in the Meat Deli Seafood Clerk classification at Dunbar will receive retroactive pay for the June 1, 2023 to May 31, 2023 contract year based on the June 1, 2023 Grid within the July 15, 2020 to December 31, 2023 Full Service Locations Collective Agreement.

11.02 Assistant Department Managers

To enhance the Employer's ability to develop supervisory staff, the Employer may create the position of Assistant Department Manager. The Assistant

Department Manager shall: be filled by individuals hired or selected on the basis of their merit, qualifications, ability and seniority as determined by Management; shall be required to provide all relief for a Department Manager; and, when not relieving, shall receive hours equal to but not more than the senior employee in the Department.

The rate shall be two dollars (\$2.00) per hour over the employee's regular rate, for hours worked.

11.03 Sausage Equipment

If the Employer reintroduces sausage making equipment, the Meat Cutter rate of pay will apply, in accordance with their experience.

11.04 Regular Bi-Weekly Pay Day

1. There shall be a bi-weekly pay day and each employee shall be provided with a Statement of Earnings and deductions for the pay period covered.
2. The Employer is committed to the early resolution of payroll disputes. If an employee believes that they were paid incorrectly, they should immediately bring it to their attention of the Store Manager.

11.05 Meat Cutter Apprenticeship Program

The Employer supports a Meat Cutter Apprenticeship Program and will participate in the Skilled Trades BC training programs as needed, in co-operation with the Union.

11.06 Temporary Transfers

When an employee is transferred or moved to another store during their work shift, they shall be paid for all time spent en route from one store to another and will be paid bus fare if using bus transportation, or they will be paid mileage at the prevailing Treasury Board rate if they use a car.

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

11.07 Permanent Transfers Between Stores

The Employer will not transfer employees between stores without their consent.

Employees may request a transfer to another store, but the transfer will only occur if the Employer consents.

Where any transfer occurs, the Parties will seek to minimize the impact on available hours in the Store the employee is transferred into.

An employee who transfers to another store will maintain their seniority and wage rate, and subject to their hours worked, will also maintain any benefits.

Where any concern arises about the impact of a transfer on a store, the Union and the Employer will meet to discuss those concerns. If the impact will be significant, any dispute may be referred to expedited mediation/arbitration before a Labour Board Special Investigating Officer.

ARTICLE 12 – STATUTORY HOLIDAYS

12.01 The following days shall be considered Statutory Holidays:

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

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

Employees required to work on a holiday shall be compensated at the rate of one and one-half times (1½x) their regular hourly rate for each hour worked and employees shall receive four (4) hours' minimum pay at the overtime rate for whatever time worked.

12.02 Part-time Employees

All part-time employees who have been employed thirty (30) calendar day or more and have worked an average of at least thirty-two (32) hours or more per week on the four (4) weeks preceding the week in which the statutory holiday occurs, shall receive eight (8) hours' pay at their regular hourly rate for each holiday.

All part-time employees who have been employed thirty (30) calendar days or more and have worked an average of at least twenty (20) hours a week, but less than thirty-two (32) hours per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive six (6) hours' pay at their regular hourly rate for each holiday.

All part-time employees who have been employed thirty (30) calendar days or more, and have worked at least ten (10) hours a week, but less than twenty (20) hours per week in the four (4) weeks preceding the week in which a Statutory Holiday occurs, shall receive four (4) hours' pay at their regular hourly rate for each holiday.

All part-time employees who have worked less than ten (10) hours per week will receive Statutory Holiday pay as set out in the *Employment Standards Act*.

- 12.03** If an employee is eligible for pay for a statutory holiday while on Workers' Compensation or Weekly Indemnity (W.I.), the maximum amount of pay the employee will receive from such sources for any particular day shall not be more than one hundred percent (100%) of the employee's normal daily pay.

Time worked in excess of forty (40) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one half (1½).

- 12.04** By mutual agreement, statutory holidays may be scheduled in the week prior or the week following the week in which the statutory holiday occurs. Further, it is agreed re-scheduled statutory holidays will be scheduled with the employee's day off, which **includes ATO where applicable**, unless mutually agreed otherwise.

ARTICLE 13 – UNITED FOOD AND COMMERCIAL WORKERS PENSION PLAN

- 13.01** The Employer agrees to participate in the UFCW Industry Pension Plan and Trust Fund.

The Employer shall make contributions to the Plan on the basis of the percentage of earnings, set forth

below, of each participating employee. The percentage applicable shall be as follows:

Effective Date is pay period following Percentage

First Two Years Location is Open (beginning on day of opening)	four (4%)
Next Two Years	five (5%)
Fifth Year and After	six (6%)

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

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

Contributions, along with a list of employees for whom they have been made and other relevant information, will be remitted by the Employer not later than twenty-one (21) days after the close of each of the Employer's four (4) or five (5) week accounting periods.

13.02 Straight time hours actually worked shall for purposes of Pension include hours of paid vacation and paid statutory holidays.

ARTICLE 14 – VACATIONS

14.01 The date for determining an employee's vacation entitlement in a calendar year shall be January 1st of that calendar year. Employees who have completed less than one (1) year of continuous service with the Employer as of January 1st shall have their vacation entitlement pro-rated for that calendar year. Employees with the corresponding continuous years of employment as of January 1st of the calendar year with the Employer as a full-time employee will be entitled to the following paid vacation:

Full-time employees with the corresponding continuous years of employment with the Employer will be entitled to the following paid vacation:

	<u>Vacation Time Off</u>	<u>Vacation Pay</u>
One (1) or more years	2 weeks	2 weeks
Three (3) or more years	3 weeks	3 weeks
Eight (8) or more years	4 weeks	4 weeks
Thirteen (13) or more years	5 weeks	5 weeks

The Employer will pay all part-time employees their vacation pay for the previous year by February 28th of each year.

Part-time employees will be entitled to the following vacation time off, without pay, and vacation pay according to corresponding continuous years of employment completed:

	<u>Vacation Time Off</u>	<u>Vacation Pay</u>
One (1) or more years	2 weeks.....	4%
Three (3) or more years	3 weeks.....	6%
Eight (8) or more years	4 weeks.....	8%
Thirteen (13) or more years	5 weeks.....	10%

14.02 A part-time employee who becomes full-time will be credited the number of hours accumulated during the employee's length of service with the Employer as a part-time employee, provided there is no interruption of employment between the employee's part-time and full-time status. The total number of hours worked by the employee will be calculated into full-time hours to determine the employee's full-time service status for future vacation entitlements as outlined above.

The Employer agrees to provide vacation pay on a "total compensation" or normal week's pay, whichever is greater. Total compensation shall mean "all monies received directly from the Employer" (wages, overtime, bonuses, premiums, vacation pay, sick-leave-credit payments, and other items of similar nature).

All time lost (up to thirty-one [31] consecutive days) because of sickness, occupational or non-occupational accident, all time absent on paid full-time vacation, and paid statutory holidays, shall be considered as time worked for the purpose of determining the vacation allowance to which a full-time employee is entitled.

Vacation schedules, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer.

14.03 Approved leaves from work shall not break an employee's continuous service for vacation entitlement. Where leaves are not considered as time worked under the terms of the Collective Agreement, the absence shall be bridged, that is, not counted and the employee's service shall be deemed to be continuous.

14.04 If the Employer reduces a full-time employee to part-time, such reduction period shall be bridged so as not to break an employee's continuous service for vacation entitlement under Article 14.01.

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

14.06 Single Day Vacation

Subject to operational considerations employees may take single vacation days off, up to ten (10) such days per year. These single vacation days will be granted by seniority, but shall not override the vacation weeks booked by less senior employees.

ARTICLE 15 – WCB AND ACCOMMODATION

15.01 Day of Injury

All employees shall be paid the balance of their shift, by the Employer, on the first (1st) day of an accident, subject to verification that such accident is a valid W.C.B. claim.

15.02 Work Loads

If an employee believes the amount of work they are required to perform is excessive or will result in injury to them, the question shall be referred to Article 19 of this Agreement.

15.03 Return to Work after Absence Due to Illness or Injury

After any absence due to illness or accident under Articles 16 or 17, an employee must be returned to their job when capable of performing their previous duties.

15.04 Rehabilitation Program

Where an employee on Group Insurance, L.T.D., or W.C.B. benefits is disabled from performing their usual job, but may be able to perform other jobs covered by this Agreement, the Union and the Employer agree to co-operate to facilitate a change in classifications or jobs. (Benefit Maintenance – see Article 16.12).

The Employer and the Union mutually agree to co-operate with the Workers' Compensation Board or any other agency in efforts to rehabilitate an injured worker.

The parties shall develop a plan to return the employee to work and the employee shall continue to receive all benefits including Health and Welfare, Sick, Statutory Holidays, Vacations, etcetera pursuant to the Collective Agreement as were received before the disability arose.

15.05 Drug and Alcohol Assistance Program

The Company and the Union recognize that drug and alcohol abuse can have a serious negative impact on both the Employer and the employee. The parties mutually agree to co-operate in resolving problems with drug and alcohol abuse with a view towards rehabilitating employees suffering from such abuse.

ARTICLE 16 – HEALTH AND WELFARE

16.01 Medical Services Plan / Sick Leave

Upon completion of the probationary period, The Employer agrees to pay one hundred percent (100%) of MSP premiums for all full-time employees and dependents. To be eligible for the short-term sick leave plan employees must work an average of thirty-two (32) hours and have more than one (1) year of

service. Average hours will be calculated monthly based on a rolling thirteen (13) week average.

An employee must fail to meet the above hour requirement for a period of thirteen (13) consecutive weeks from the time they fail to meet it before they are disqualified. Paid hours for Statutory Holidays and vacation shall count towards qualification of this benefit.

16.02 Sick Leave

After ninety (90) days of continuous employment, employees will be entitled to up to five (5) paid days of sick leave, per year. Calculation for payment of sick leave shall be determined as per the *Employment Standards Act*.

16.03 Weekly Indemnity Benefit Plan

All employees who are eligible for benefits under Article 16.01 above shall be eligible to participate in this plan. Weekly Indemnity Benefits shall be payable commencing on:

1. The first (1st) day of hospitalization due to non-occupational accident or sickness, or
2. The fourth (4th) day of absence due to sickness or non-occupational accident.

The benefit period shall be a maximum of twenty-six (26) weeks.

Weekly Indemnity payments shall be in the amount of seventy percent (70%) of an employee's straight-time rate of pay. All matters of eligibility, coverage and benefits shall be as set out in the Plan and as determined by the carrier.

To be eligible for the short-term sick leave plan employees must work an average of thirty-two (32) hours and have more than one (1) year of service. Average hours will be calculated monthly based on a rolling thirteen (13) week average.

16.04 Dental

Stong's will provide a dental plan for employees with more than one (1) year of service who work thirty-two (32) hours or more per week.

Canada Life Dental (Routine) shall be eighty percent (80%) coverage and the maximum eligible expenses (Routine) shall be one thousand five hundred dollars (\$1,500.00) per person, per year.

16.05 Eye Care and Hearing Aids

The plan shall provide eyeglasses lenses and frames, to a maximum of two hundred dollars (\$200.00) per person, every two (2) calendar years. The plan shall

provide eye exams up to a maximum of seventy-five dollars (\$75.00) every two (2) years

The plan shall provide hearing aids up to a maximum of seven hundred dollars (\$700.00) per person every four (4) years.

16.06 Stong's will provide an extended health plan for employees with more than one (1) year of service who work thirty-two (32) hours per week or more. Stong's will pay one hundred percent (100%) of the benefit premium. The benefit will include:

- 80% co-insurance to a maximum of \$10,000.00 every two (2) calendar years
- Mandatory generic drug plan, where a generic is available
- Pay direct prescription drug card
- Semi-private or private hospital room
- Paramedical coverage to prescribed limits

16.07 Stong's will provide an Employee Assistance Plan (EAP) covering regular employees working an average of thirty-two (32) hours per week.

16.08 The thirty-two (32) hour requirement must be maintained for thirteen (13) consecutive weeks in order for the benefit to apply and the continuation of the benefit shall be in accordance with the requirement in Article 16.01 of the Collective Agreement.

16.09 Return to Work After Illness

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

16.10 Return to Work Program

The Company will work on providing employees with a fair and dignified Return to Work Program.

16.11 Medical Reports

The Employer agrees to pay the fee for medical reports required by the Employer for Sick Leave or Weekly Indemnity provisions to a maximum of one hundred dollars (\$100.00).

16.12 Physical Examinations

Where the Employer requires an employee to take a physical examination, the doctor's fee for such examination shall be paid by the Employer. Such examinations shall be taken during the employee's working hours without loss of pay to the employee, except for examinations, which take place prior to commencement of employment, and during the employee's first four (4) weeks of employment.

16.13 Maintenance of Benefits

The Employer agrees to maintain the full cost of Health and Welfare premiums when an employee is absent on Weekly Indemnity or Workers' Compensation claims or on Sick Leave to a maximum of six (6) months.

ARTICLE 17 – HEALTH AND SAFETY COMMITTEE

17.01 The Employer agrees to maintain a Health and Safety Committee in each store. The Committee shall function in accordance with the Workers' Compensation Board Health and Safety Regulations.

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

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

This will include, but is not limited to, providing the Union with the details of the Employer's Health & Safety Program. The Union will be provided with applicable incident reports and recommendations flowing from any incident.

All safety clothing and protective equipment (excluding safety footwear) required for the protection of employees, or as required by the Employer, or as per WCB orders on the Employer, shall be provided for and maintained by the Employer. The Employer will provide a selection of rubber safety boots for use by employees.

17.03 First Aid Training

The Employer will pay the full course cost of First Aid training required for employees. All required training time shall be paid at regular time worked at the employee's pay rate.

ARTICLE 18 – LEAVE OF ABSENCES

18.01 Leaves of Absence

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

- i) Employees who are granted a leave up to six (6) weeks shall accumulate seniority;
- ii) After two (2) years of continuous service and upon giving three (3) months' notice, all employees shall

be entitled to an unpaid leave of absence of the following conditions:

- (a) The leave of absence shall be for a maximum period of one (1) year.
- (b) Employees who are granted leave under this provision shall have their seniority frozen for the duration of the approved leave and shall neither earn nor lose seniority. Employees on such Leave of Absence shall neither earn nor lose seniority. For example, an employee with a January 1, 2000 seniority date shall have their seniority date adjusted to January 1, 2001.
- (c) Employees may return to work earlier than the scheduled end of the leave provided they give their Store Manager one (1) month notice of their early return to work date. Upon their return to work these employees will be scheduled in accordance to their revised seniority date (actual leave).
- (d) While on this approved leave of absence an employee shall not take employment with any competitor in the food business. (Violation of this provision may result in termination.)
- (e) Written application for a leave shall be made to the Store Manager. Written approval of a

leave shall be provided to the Union and the employee involved.

- (f) Seniority shall be the determining factor in scheduling leaves of absence.
- (g) An employee who is on a leave of absence could be offered minimal part-time work with the Employer without seniority or rights to such work for the duration of the leave.
- (h) The period of time off will not count towards time worked for vacation entitlement.
- (i) Consideration for leave can be applied for every three (3) years.
- (j) Education Leave: Employees with two (2) years or more of continuous service with the Employer shall be entitled to an Educational Leave of Absence for up to one (1) year without gain or loss of seniority as of the time the employee leaves.

18.02 Conflict of Interest

It is agreed that the term “competitor” raised in Article 18.01 above shall mean any food and/or drug retail establishment. An employee working for a competitor as defined herein will be placed in a conflict of interest with their ongoing employment with the Employer.

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

Violation of this provision may result in termination. Prior to termination, the Employer shall notify the employee of the infraction so the employee can rectify the problem.

18.03 Maternity Leave

1. An employee who is pregnant shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) weeks, which may begin up to thirteen (13) weeks prior to the expected delivery date and no later than the actual delivery date. The employee may choose to delay the commencement of their maternity leave, provided they are medically fit to perform the full range of duties of their position. This will not affect the employee's entitlement to pregnancy leave.
2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled up to six (6) consecutive

weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

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

All such requests must be submitted in writing at least two (2) weeks prior to the employee's return to work date. The request must specify the length of the extension and the revised date the employee will be available to return to work. The length of the extension can be modified by mutual consent.

4. In addition to the pregnancy leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.
5. An employee requesting a shorter period than six (6) weeks after the actual birth to return to work must provide written notice to the Employer of not less than one (1) week before the date the employee proposes to return to work. If required by the Employer, the request must be accompanied by a physician's medical certificate stating the employee is able to return to work.

6. Benefit entitlement for the above leaves shall be as required by the *B.C. Employment Standards Act*.

18.04 Parental Leave

1. An employee who requests parental leave under this Section is entitled to:
 - (a) for a birth mother who takes leave within one (1) year of the birth of a child or children and in conjunction with maternity leave taken under Article 18.03 - up to sixty-one (61) weeks of unpaid leave beginning immediately after the end of the leave taken under Article 18.03.
 - (b) for a birth mother who does not take a leave under Article 18.03 in relation to the birth of a child - up to sixty-two (62) weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks of that event.
 - (c) for a birth father - up to sixty-two (62) weeks of unpaid leave beginning after the child's birth and within seventy-eight (78) weeks of that event.
 - (d) for an adopting parent - up to sixty-two (62) weeks beginning within seventy-eight (78) weeks after the child or children are placed with the parent.

2. If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 18.04 above.
3. The employee is required to give the Employer four (4) weeks' advance notice in writing of their intention to take a leave under Article 18.04. The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to the leave.
4. Benefit entitlement for the above leaves shall be as required by the *B.C. Employment Standards Act*.

18.05 Enhanced Leaves

- (a) An employee about to become a parent shall be entitled to an unpaid leave of absence of up to five (5) days at the time of the birth of their child or the adoption of a pre-school child or children. The employee may use A.T.O.'s (where applicable) or one (1) week's vacation at their option.
- (b) Employees may request an unpaid leave of absence of up to one (1) year related to the birth or adoption of a child. This leave must commence within one (1) year of the birth or adoption. Application for this leave shall be in writing and

provided to store management at least one (1) month in advance. All other provisions of Article 18.04, shall apply.

18.06 Jury Duty Pay

A full-time employee summoned to Jury Duty or Witness Duty, where subpoenaed in a court of law, or where subpoenaed to an arbitration hearing or an LRB hearing shall be paid wages amounting to the difference paid them for Jury or Witness service and the amount they would have earned had they worked on such days. Employees on Jury or Witness Duty shall furnish the Employer with such statements of earnings as the courts may supply. This does not apply if the employee is summoned on their day(s) off.

Part-time employees, when appearing as a material witness on behalf of the Employer shall be rescheduled or paid for lost hours.

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

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

18.07 Military Leave

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

18.08 Funeral/Bereavement Leave

In the event of death of a sibling, parent-in-law, sibling-in-law, grandparent, grandchild, or any relative living in the household of the employee, the Employer will grant up to three (3) paid days compassionate Leave of Absence. This leave will be granted to attend the funeral and such time off must be taken at the time of bereavement and/or time of service.

Employees may split their entitled time off between bereavement and time of service.

In the event of death of spouse, parent, or child, the employee shall be entitled to one (1) week's leave of absence with pay at the time of bereavement. It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding thirteen (13) weeks.

The family members listed in this paragraph include “step” family members, for example, parent also includes step-parent.

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

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

18.09 Family Responsibility Leave

An employee is entitled up to five (5) days of unpaid leave during each employment year to meeting responsibilities related to:

- (a) the care, health or education of a child in the employee's care, or
- (b) the care of health of any other member of the employee's immediate family.

“Employment Year” shall mean a year beginning on the date the employee commence employment. Family Responsibility Leave does not accumulate from year to year.

18.10 Compassionate Care Leave

1. An employee is entitled to up to twenty-seven (27) weeks of unpaid leave to provide care or support to a member of the employee's immediate family or any other person prescribed pursuant to Section 52.1 of the Employment Standards Act and its regulations.
2. In order to qualify for the leave set out in 18.01, an employee must provide the Employer, as soon as practicable, with a certificate issued by a medical practitioner or nurse practitioner which states the family member for which the leave is taken has a serious medical condition with a significant risk of death within twenty-six (26) weeks after:
 - (a) the date the certificate is issued, or
 - (b) if the leave began before the date the certificate is issued, the date the leave began.
3. Leave taken under this section shall be taken in units of one or more weeks, and end on the last date of the week in which the family member for which the leave was taken dies, or the expiration of fifty-two (52) weeks from the date the leave began, whichever is earlier.
4. If the family member for which the leave was taken does not die prior to the leave expiring, an employee may be entitled to a further leave after

obtaining a new certificate in accordance with 18.01.

18.11 Support for Victims of Violence or Abuse

The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, and upon verification of the situation, the Employer will take reasonable steps to accommodate absences or performance issues arising directly from situations of violence or abuse that occur in the context of close personal relationships.

In addition, the employer will provide up to five (5) days of paid leave to employees who have experienced domestic abuse or sexual violence, in accordance with the *Employment Standards Act* and its regulations.

Verified absences, which are not otherwise covered by the terms of the collective agreement will be granted as absent with permission without pay not to exceed two (2) months. Employees shall have the ability to fund these absences through any paid time off they have accumulated under the collective agreement at the time of absence.

18.12 Return to Work at End of Leave

When the leave or jury duty ends, the employee must be returned to their former position or to a comparable position. It is the employee's responsibility to contact

the employer to make arrangements for the employee's return to work.

The *Employment Standards Act of British Columbia* shall govern maternity, paternity, family and adoption leaves.

For expanded leave of absence provisions and information see the *Employment Standards Act of British Columbia*. ([Leaves of Absence - Province of British Columbia \(gov.bc.ca\)](http://www.gov.bc.ca/leavesofabsence)).

ARTICLE 19 – GRIEVANCE PROCEDURE

- 19.01** Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance.
- 19.02** Grievances shall be submitted within thirty (30) days of the event giving rise to the grievance and must be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union representative or representatives and the Employer representative or representatives shall meet and in good faith shall earnestly endeavor to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by

written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Article 20 of this Agreement.

19.03 Grievances involving the dismissal or layoff of an employee must be submitted to the Employer within ten (10) working days from the date of dismissal or layoff.

19.04 Any employee alleging wrongful dismissal may place their allegation before the Union representative and, if the Union representative considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement.

19.05 Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union.

19.06 Discipline Interview – Witness

Where an employee attends an interview with management for the purpose of receiving a formal discipline report, or for a security interview, the employee shall have the right to a witness of their choice. If during any other private corrective interview with management where, during the interview, it is determined that there will be a discipline report on the employee's record or the employee feels there is a violation of Articles 2.01 or 3.04 the interview shall be temporarily suspended so that the employee may call

in a witness of their choice. Any witness used by the employee in the above situation will be another employee working in the store at the time the interview is being held. It is understood the witness is an observer and not a participant.

Where appropriate the Shop Steward/Witness will be briefed in advance of the meeting with the employee.

ARTICLE 20 – BOARD OF ARBITRATION

- 20.01** The Board of Arbitration shall be composed of a single arbitrator (The parties may, by mutual consent, agree upon a three (3) person board of arbitration).
- 20.02** Within thirty (30) days of appointment, the Arbitrator shall hear the matter in dispute and shall render a decision within fourteen (14) days of completing the hearing. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.
- 20.03** Grievances submitted to the Arbitrator shall be in writing and shall clearly specify the nature of the issue.
- 20.04** In reaching its decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions.

20.05 The findings and decision of the Arbitrator shall be binding and enforceable on the parties.

20.06 Expedited Arbitration

Expedited Arbitration may be proposed by the Union or the Employer within forty-five (45) days after the grievance has been filed. Within seven (7) days of referral to Expedited Arbitration, either party must respond as to their decision to proceed to Expedited Arbitration or Arbitration under Article 20.

20.07 Troubleshooter

The parties may mutually agree to a troubleshooter process as follows, with a mutually agreeable troubleshooter:

- a) Either party may refer grievances to this process upon providing the other party with three (3) weeks' notice of a grievance being referred. Both parties must agree before a grievance is placed on the troubleshooter agenda.

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

- c) New evidence, including facts or documents, may be introduced after the referral is made only where disclosure of this new evidence was not possible prior to the referral. In such cases, the party that is introducing the new evidence shall provide immediate disclosure to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow a fair opportunity for analysis and reply.
- d) Decisions of the troubleshooter shall be in writing but shall be without prejudice, non-precedent setting and shall be publicized.
- e) Legal counsel shall not be used by either party.
- f) The parties shall develop other procedures or guidelines as necessary.

ARTICLE 21 – NOTICE OR PAY IN LIEU OF NOTICE

21.01 Commencing after four (4) months from date of employment, full-time employees when terminated by the Employer, unless guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty, other just cause or absence without Leave unless having a bona fide reason for such absence, shall receive notice in writing or pay in lieu of notice as follows:

- After four (4) months and up to two (2) years of continuous service

- one (1) week's notice in writing or one (1) week's wages in lieu thereof.
- From two (2) years up to five (5) years' continuous service
 - two (2) weeks' notice in writing or two (2) weeks' wages in lieu thereof.
- From five (5) years up to eight (8) years' continuous service
 - three (3) weeks' notice in writing or three (3) weeks' wages in lieu thereof.
- More than eight (8) years' continuous service
 - four (4) weeks' notice in writing or four (4) weeks' wages in lieu thereof.

21.02 This Article shall not invalidate an employee's right to process their termination and to be reinstated as set out in Article 19, providing the employee has been employed by the Employer four (4) calendar months or more.

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

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

immediately prior to the date of their reduction to part-time, unless terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without Leave except where the employee has a bona fide reason for such absence.

21.05 A copy of notice of dismissal or layoff of full time employees who have been employed more than four (4) calendar months shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

21.06 Where the Employer intends to close a store, the Employer shall comply with Section 54 of the *Labour Relations Code*, and where applicable, with Section 64 of the *Employment Standards Act*.

ARTICLE 22 – MISCELLANEOUS

22.01 Wearing Apparel

The Employer shall make available a smock or apron to each employee. Employees are required to supply their own safety footwear.

The Employer may develop a dress standard for employees, including hairnets and hats. The dress standard will include personal appearance standards, as well as style and colour of pants and shirts.

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

1. The Company will provide and launder any supplied aprons or smocks as required.
2. The Company will provide uniforms as required but will only launder uniforms for Meat Cutters.
3. Should an employee receive a coverall, the employee will be responsible for laundering.
4. The Employer shall provide jackets to any employee that has to work in the freezer on a regular basis and during cold weather to employees that have to work outside of the store.

22.02 Time Off to Vote

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

22.03 Union Decal

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

22.04 Employee Files

Subject to giving the Employer advance notice, employees shall have access to their personnel file. Employees are to be given a copy of any discipline to be placed into their personnel file.

22.05 Picket Lines

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

22.06 Bulletin Boards

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

A person so authorized by the Union may post bulletins authorized by the Union.

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

22.07 Lockers

The Employer shall provide secure lockers for use of each store employee during their shift, providing such space is available.

22.08 No Discrimination

Both the Employer and the Union endorse the principles outlined under the B.C. Human Rights Code wherein it is illegal for either the Employer and/or the Union to discriminate in respect to employment or membership in the Union because of race, indigenous identity, colour, sex, gender identity, nationality, ancestry, or place of origin.

22.09 Tools and Equipment

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

22.10 Meetings

Staff meetings, whether in the store or off the premises, shall be considered as time worked and paid for accordingly, except meal meetings at which attendance is voluntary.

22.11 It is agreed that Joint Labour Management meetings will be held on a regular basis, at least once (1x) per

quarter, involving an equal number of management and employee representatives. The purpose of these meetings is to promote a harmonious relationship between management and employees at the store.

22.12 Maintenance of Adequate Heating Facilities

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

22.13 Drinking Water

Employer shall provide filtered drinking water for employees.

22.14 Technological or Other Change

If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom the collective agreement applies, then the terms of Section 54 of the *BC Labour Code* shall apply.

22.15 Excluded Positions

Stong's will continue posting excluded in-store positions so that bargaining unit employees are aware

of the opportunities and may apply. Any store positions will be posted in all stores.

ARTICLE 23 – EXPIRATION AND RENEWAL

Except as otherwise provided herein, this Agreement shall be effective from the first (1st) day of January, 2024 to and including the 31st day of May, 2028, and thereafter from year to year unless the notice hereinafter mentioned is given. If such notice is given, the provisions contained in this Agreement shall not be altered or changed until a new Collective Agreement is reached or a legal strike or lock-out notice is given by one party to the other.

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

Subject to the foregoing, either party may, within four (4) months prior to May 31st, 2028, or any subsequent anniversary thereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

Signed this 27th day of February, 2025.

FOR THE COMPANY



Brian Bradley

Keith Murray



Paul Benstead

FOR THE UNION



Dean Patriquin



Heather McLaverty



Phil Pollard



Karin Smith



Anna Manten

LETTER OF UNDERSTANDING #1 – NEW DEPARTMENTS

From time to time, the Employer may establish new departments according to the following criteria:

1. a new group of products or commodities are to be sold or services offered;
2. the preexisting mix of products or commodities is substantially altered to the extent that merchandising and staff requirements are substantially altered.

When a new department is established, the Department Manager for that Department will be added to the exclusions under Article 1.

When a new department is established, the parties will discuss whether a new department should be created, and whether the maximum wage rate for that new department should be set at a different level than cashiers and general clerks.

Where the parties do not reach agreement, the dispute will be subject to mediation/arbitration on an expedited basis.

LETTER OF UNDERSTANDING #2 – AMALGAMATION OF AGREEMENTS

The parties have agreed to amalgamate the terms and conditions in the collective agreements for Stong's Market Ltd. New Full-Service Locations (Northwoods), expiry December 31, 2023, and Stong's Market Ltd. (Dunbar), expiry March 31, 2023.

The new Collective Agreement will be between UFCW Local 247 and Stong's Markets Ltd., and will cover all Local 247 bargaining unit employees.

The intention of the parties in amalgamation of the agreements is to bring all employees under a single contract, while maintaining or improving terms of employment held by employees hired prior to the amalgamation.

Following ratification of a new amalgamated agreement, should either party identify a term or condition of employment which is now less favourable to those employed under the Dunbar Agreement than the terms that previously applied to them, then the parties will meet in good faith to resolve the matter.

If a solution cannot be reached, the issue will be referred to the grievance procedure.

This letter will expire eight (8) years from the Date of Ratification February 27, 2025 of the Collective Agreement unless otherwise specifically renewed.

LETTER OF UNDERSTANDING #3 – NIGHT STOCKING

- (a) A Night Premium of one dollar (\$1.00) per hour shall apply to all employees.
- (b) The Lead Hand shall receive an additional one dollar (\$1.00) per hour premium.
- (c) Night Crew hours are 12:01 a.m. – 8:30 a.m.

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

The Night Premium will be paid when five (5) or more hours of the shift fall within the above window. Where Night Premium is triggered it shall be paid for the entire shift.

LETTER OF UNDERSTANDING #4 – SUCCESSOR

The terms of this Agreement shall be inherited by any Employer purchasing any existing or future Stong's store(s) during the term of this Agreement.

LETTER OF UNDERSTANDING #5 – NEW STORES

The Union agrees that in the event that Stong's wishes to purchase a new or existing store, with or without an existing Collective Agreement, a lesser agreement than the "Stong's Agreement" may be entered into.

LETTER OF UNDERSTANDING #6 – FULL-TIME EMPLOYEES' RESTRICTION OF HOURS

In order to allow full-time employees the opportunity to reduce themselves to part-time, thereby creating additional hours of work for part-time employees, the parties herewith agree that:

1. For full-time employees who reduce themselves, or are reduced by the Employer, to part-time and restrict their availability after the date of ratification of this

Letter of Understanding, hours of work shall be scheduled strictly on a seniority basis regardless of the employee's status (i.e. full-time or part-time).

For example: Such a restricted employee shall be scheduled hours of work ahead of less senior full-time employees, less senior part-time employees and less senior full-time employees who are reduced to part-time (voluntarily or by the Employer).

2. If such an employee restricts their availability the employee will be scheduled hours of work ahead of other less senior full-time and part-time employees. The hours of work shall be scheduled on the basis of the maximum number of consecutive eight (8) hour shifts.
3. A full-time employee who has restricted their availability in accordance with the above may lift such restriction with thirty (30) days' written notice to the Employer and the Union and bump back to a full-time position.
4. Full-time employees who reduce themselves as specified above shall maintain Health & Welfare coverage and benefits on the same basis as full-time employees who are reduced by the Employer. Full-time employees who reduce themselves as specified above, after the date of ratification, shall maintain Health and Welfare coverage and benefits providing they have not reduced their hours below twenty-four (24) hours per week.

5. An employee cannot restrict to less than sixteen (16) hours per week.
6. This Memorandum shall be subject to ratification by the Bargaining Unit members.

LETTER OF UNDERSTANDING #7 – POLICY AGAINST HARASSMENT AND DISCRIMINATION

The Company and the Union are committed to providing the best possible working environment for you and your co-workers.

The purpose of this Joint Policy is to promote a climate of mutual respect, to prevent discrimination and harassment for every member of the Employer and the Union. For the purposes of this policy, a “member” is defined as any member of the Union or any employee of the Company.

POLICY STATEMENT

Every individual has the right to be treated with respect in the workplace and to work in an environment free from harassment and discrimination. The Employer and the Union, in exercising their responsibilities, will endeavour at all times to provide a work environment which is supportive of both productivity and the dignity and self esteem of every member.

The Employer and the Union are committed to providing a work environment that is free of discrimination including harassment

and will make every reasonable effort to ensure that no member is subject to discrimination or harassment.

As such, the Employer and the Union will not condone harassment of, or by, any of its members:

- In the workplace
- At any work-related and/or staff social function
- During work related travel
- At conferences or training sessions
- Through oral or written or electronic communication.

Such behaviour is considered a serious breach of workplace rules, and any members who know or reasonably ought to have known that their actions or omissions constitute discriminatory behaviour will be subject to disciplinary action, including termination.

The responsibility for creating and maintaining a positive work environment rests with all persons sharing the workplace. Managers, supervisors and co-workers are expected to recognize and refrain from actions, which offend, embarrass or humiliate others, whether deliberate or unintentional.

Management has an ongoing responsibility to respond in a timely manner to stop any activity in the workplace which undermines this policy, whether or not there has been a complaint. Members have an equal responsibility not to be frivolous or vindictive in making accusations. All information will be treated confidentially and the focus of the investigation will be on relevant factual information.

It remains the responsibility of the complainant to provide details to the Company. However, should either the Union or the Company discover anything that undermines this Policy, they will take reasonable steps to address it whether a complaint has been filed or not.

HARASSMENT & SEXUAL HARASSMENT

Harassment is defined as any incident of, or series of incidents of unsolicited, unwelcome, disrespectful or offensive verbal or physical behaviour, whether deliberate or unintentional:

1. that is threatening, intimidating, or demeaning of a person or group or persons; and
2. is behaviour that the harasser either knew or should reasonably have known is unwelcome; and
3. has no legitimate work-related purpose; and
4. has the effect or purpose of unreasonably interfering with a person's or group's status or performance, or creates a hostile or offensive working environment; or
5. has the effect or purpose of offending or demeaning a person or group of persons on the basis of race, colour, ancestry, place of origin, religion, family status, marital status, physical or mental disability, age, sex, gender identity or sexual orientation, or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the employment of that person.

Examples of harassing behaviour include but are not limited to:

- (a) assault;
- (b) unwelcome remarks, jokes, innuendoes or taunting;
- (c) threats, verbal abuse or physical abuse;
- (d) obscene gestures;
- (e) expressions of bias or prejudice;
- (f) displays of materials, including photographs, pictures, or graffiti that are offensive;

Harassment does not include the proper exercise of management rights.

Sexual harassment is a specific type of harassment and is defined as unwelcome conduct of a sexual nature, including but not limited to unwelcome sexual advances, requests for sexual favours or other verbal or physical conduct of a sexual nature when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
2. submission to or rejection of such conduct is used as the basis for employment or employment decisions affecting that member; or
3. such conduct has the effect or purpose of unreasonably interfering with a member's work performance or creating an intimidating, hostile, or offensive work environment, or leads to adverse job-related consequences for the victims of harassment.

Examples of Sexual Harassment include but are not limited to:

- a) Verbal harassment or abuse, such as sexist jokes told or carried out after having been advised that the conduct is embarrassing or offensive, or sexist jokes that are by their nature embarrassing or offensive;
- b) Unwelcome invitations or requests, whether indirect or explicit, or intimidation or any other comments that might be construed as demands for sexual favours.
- c) Unwelcome suggestive remarks, jokes, innuendos, or taunting about a person's body or sex;
- d) Display or distribution of pornographic or other offensive or derogatory pictures or materials of sexual nature;
- e) Leering, staring, or other sexual gestures;
- f) Unnecessary physical contact such as touching, patting, pinching or punching; after being advised that such conduct is embarrassing or offensive.
- g) Physical assault of a sexual nature;

What Do You Do If You Feel You Are Harassed - A Guide for UFCW Local 247 Members

THE INVESTIGATIVE REPORT

If you feel that you are harassed, you should immediately document the incident(s) keeping a record of the dates, times, places, witnesses, details of the events, your actions and all other relevant details.

In attempting to resolve the harassing/discriminatory behaviour, follow these guidelines:

1. **Say No:** (You may seek guidance i.e. Go to step 2 before or at the same time as Step 1). You should not ignore the harassment and should make known your disapproval or uneasiness to the offender in an unmistakable and clear manner. If you are uncomfortable with doing this, or believe the behaviour is so serious in nature, you may seek guidance or proceed directly to filing a complaint.
2. **Seek Guidance:** You may approach your supervisor, your manager, human resources department, or your Union Representative for guidance or advice.
3. The Employer and the Union may choose to conduct an informal investigation/discussion to determine whether the complaint can be resolved without a formal investigation.

4. In the alternative, the Company and the Union may appoint an independent investigator to conduct the investigation. With the consent of the parties, the third party may be given the authority to issue a binding resolution to the complaint in addition to making findings of fact. The cost of the investigation will be borne equally by the employer and the Union.

Information provided to the investigator will be handled with appropriate care and discretion, and will be kept confidential to the maximum degree possible, keeping in mind that some disclosure is necessary for the purposes of investigating the complaint or taking disciplinary measures.

FILING A FORMAL COMPLAINT

1. Document the incident (s) keeping a record of the dates, times, places, witnesses, details of the events, your actions and all other relevant details.
2. Submit your documentation expressing your intention of filing the formal complaint to the Store Manager or in their absence a designate or a Business Representative for UFCW 247.

INVESTIGATION AND RESOLUTION

Upon receipt of a formal complaint, and subject to Item 4 above, the Employer and the Union will immediately undertake a comprehensive and objective investigation. The investigation will always include, but not be limited to, interviewing the complainant, the alleged harasser and anyone else who may

have pertinent information. The Employer will investigate any matters that directly impact on management personnel and report back to the Union.

The alleged harasser will be informed of the complaint and will be given an opportunity to respond.

The complainant and the alleged harasser, if a member of Local 247, will have access to representation by the Union at all phases of the investigation and any hearing that may result.

If the allegations of harassment or discrimination are found to be proven, a determination of the appropriate action will be made by a senior member of management and if the Union is in disagreement, the matter may be proceed to arbitration. Such action may range from a reprimand to termination or other appropriate action in relation to all the circumstances.

If the complainant chooses to exercise their rights and pursue the issue through the grievance procedure in the Collective Agreement, through Human Rights, or any other formal process, while the internal investigation is ongoing, the investigation may cease immediately.

If a complaint is found to be without merit, in order to protect the alleged harasser's reputation, all those individuals who were involved with the investigation will be advised that the complaint was unfounded.

A complaint brought under this policy which is determined to be malicious or filed in bad faith may cause the Employer to take disciplinary action against the complainant.

PROTECTION FROM RETALIATION

Where a complaint is held to be justified, reasonable efforts will be made to protect the complainant from any retaliation. Retaliation is any inappropriate action taken against an individual who has made a complaint or cooperated in an investigation of a complaint.

ADDENDUM

Nothing in this policy is intended to preclude an individuals' right to file a complaint with the Human Rights Commission, a grievance with the Union, or take any other civil or criminal action the member feels is appropriate.

LETTER OF UNDERSTANDING #8 – MINIMUM WAGE

The parties agree that should the minimum wage in the province of British Columbia increase during the term of this Agreement, the rates will be adjusted so as to ensure there is a minimum forty cents (\$0.40) differential between any rate in effect at the time of the increase in minimum wage and the minimum wage for the province.”

APPENDIX A

All language in Appendix A Dunbar applies to all Employees who were under the Dunbar Collective Agreement as per the date of ratification December 6, 2013.

Accumulated Time Off (A.T.O.)

Full-time employees shall accumulate paid time off on the basis of four (4) hours for each basic work week completed. Employees will be advised of their accumulated paid time off entitlement on a weekly basis. In addition to the foregoing, where the Employer's present payroll system enables the Employer to indicate the employee's weekly accumulated time off on the employee's pay stub, such will be shown. Basic work weeks shall be those described in Article 8.01.

All employees eligible for accumulated paid time off shall accumulate four (4) hours for all weeks of paid vacations when taken.

Days off with pay as a result of accumulated paid time off shall, in the week in which they are taken, be considered as hours of that basic work week. When an employee has accumulated eight (8) hours, they shall receive a day off with pay to be scheduled by Management within the next four (4) weeks, such day to be combined with the employee's regular day off when it does not interfere with the efficient operation of the store. Sunday can be considered as a "regular day off" for purposes of combining days off.

An employee who terminates or is terminated or reverts or is reverted from full-time to part-time status shall receive payment for any hours of paid time off accumulation to which they are entitled at the time of their termination.

Lateness Affecting Accumulated Paid Time Off

It is agreed that the withdrawal of accumulated paid time off will occur only after the following procedure:

If an employee is chronically late and has been formally notified by Management that further lateness will result in the cancellation of accumulated paid time off for that basic work week.

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

"Replacement hours" shall be those hours that an employee works or is assigned that would normally be worked by another employee were it not for the latter's absence due to illness, vacation, leave of absence, Workers' Compensation, Weekly Indemnity or other contractual absence. In the event that an employee working more than thirty-six (36) hours per week for the required period alleges that they are being prevented from working forty (40) available hours, they may request an explanation from the Store Manager concerned. If they are not satisfied with the explanation, the Union may lodge a grievance

in accordance with Articles 19 and 20 to determine whether or not the employee should be working forty (40) hours per week.

Employees shall be notified when they are working or assigned replacement hours.

United Food & Commercial Workers Pension Plan

The Employer agrees to continue to participate in the UFCW Industry Plan Trust Fund for those covered under Appendix A, on the terms currently in place.

The amount applicable shall be as follows:

<u>Date</u>	<u>Percentage</u>
December 30, 2018	9%

Definition of Earnings

The earnings of a Member for each contribution period shall be calculated as follows:

- (1) The number of straight-time hours actually worked by the Member multiplied by the straight-time hourly rate of pay, determined in accordance with the Collective Agreement, applicable to each such straight-time hour actually worked, plus
- (2) The amount of vacation pay and statutory holiday pay received by the Member during the contribution period.

- (3) The number of straight-time non-worked hours taken by the Member as scheduled ATO (as opposed to payout) during the contribution period multiplied by the straight-time hourly rate of pay, determined in accordance with the Collective Agreement, applicable to each such straight-time non-worked hour taken as scheduled ATO.

The contributions shall be accompanied by a written report as required by the Plan.

Effective January 1, 2003 or the first (1st) day of employment of each participating Employee and for the duration of the Collective Agreement between the Union and the Employer, and any renewals or extensions thereof, or until otherwise changed through collective bargaining or mutual agreement by the Union and the Employer, it is agreed that the following Employee contributions shall be made to the Plan and Trust:

- (1) By each participating Employee — a percentage of their Earnings received from the Employer.

The percentage applicable to each participating Employee shall be as follows:

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

Contributions by participating Employees shall be made by payroll deduction.

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

Vacation

Employees with "one (1) year of service", but less than three (3) consecutive "years of service" shall receive two (2) weeks of vacation with pay annually.

Employees with three (3) or more consecutive "years of service" shall receive three (3) weeks' vacation with pay annually.

Employees with eight (8) or more consecutive "years of service" shall receive four (4) weeks' vacation with pay annually.

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

Employees with eighteen (18) or more consecutive "years of service" shall receive six (6) weeks' vacation with pay annually.

Employees who, on date of ratification November 27, 2018, have a higher vacation entitlement than above, shall not have their entitlement reduced.

Vacation Pay

Vacation pay for vacation provided above shall be computed on the basis of forty (40) hours' pay or two percent (2%) of the employee's earnings for the employee's calendar year prior to leaving on vacation, whichever is the highest, for each week of paid vacation to which the employee is entitled.

The percentage vacation pay shall be computed on the basis of one-fifty-second ($1/52$) for each two percent (2%) of entitlement, excluding the annual sick leave payout.

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

Vacation Pay Timing

Where an employee, who has not received vacation pay, is not scheduled to work on or after the last regular payday prior to starting vacation, they can notify the Store Manager, in writing, that they wish to receive vacation pay one (1) week early and shall be accommodated provided such notification is received by Saturday of the week prior to the week in which the vacation pay is desired.

Employees who work a minimum of fourteen hundred and fifty (1,450) hours each calendar year for three (3) consecutive years,

but who do not otherwise qualify for three (3) weeks' vacation with pay, shall be entitled each year in which they qualify, to six percent (6%) of their current year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof.

Employees who work a minimum of fourteen hundred and fifty (1,450) hours for eight (8) consecutive years, but who do not otherwise qualify for four (4) weeks' vacation with pay, shall be entitled in each year in which they qualify, to eight percent (8%) of their current year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof.

Employees who work a minimum of fourteen hundred and fifty (1,450) hours for thirteen (13) consecutive years, but who do not otherwise qualify for five (5) weeks' vacation with pay, shall be entitled in each year in which they qualify, to ten percent (10%) of their current year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof.

Paid statutory holidays and vacations are considered as time worked for purposes of determining fourteen hundred and fifty (1,450) hours.

Full-time or part-time employees entitled to more than four percent (4%) vacation allowance shall, if their hours are reduced either by themselves or by their Employer, to the extent that they no longer qualify for more than four percent (4%) maintain their previous percentage entitlement provided the maximum percentage will be ten percent (10%). Such employees shall be entitled to time off for vacation purposes to the extent of their previous entitlement up to a maximum of five (5) weeks, with a

minimum of time off to the extent of the money they are entitled to on the applicable percentage basis.

Where an employee has worked throughout a calendar year for the same Employer, but for less than seventeen (1,700) hours of that calendar year so that they have not earned an annual holiday, and where their employment with that Employer has not terminated, the Employer shall, in lieu of an annual holiday, pay to the employee, notwithstanding that they have not earned an annual holiday, an amount equal to four (4) per centum of the employee's total wages and salary earned from that Employer during the calendar year. Such employees shall be entitled to two (2) weeks' vacation. It is understood that such employees must advise the Employer by February 1st if they want vacations that year. The time of vacation is to be mutually agreed upon. Time spent on such vacation shall be counted as time worked for purposes of qualifying for benefits under Article 16.

The pay to which the employee is entitled shall be paid to the employee within thirty (30) days after the completion of the calendar year.

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

Earned vacation pay shall mean vacation earned in accordance with the above provisions prior to the employee's last anniversary date.

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

Vacation Scheduling

During the first week in January of each calendar year, the Employer shall give employees a vacation request form. Each employee must return this completed form to the Employer by not later than February 1st in each calendar year indicating their preferred vacation time period(s) to be taken during the timeframe from March 1st in the given calendar year through to and including February 28th in the subsequent calendar year. The Employer shall post the vacation schedule for this timeframe by not later than February 28th in the given calendar year, which vacation schedule shall be resolved in accordance with this Article 14 and all other applicable provisions of the Collective Agreement. The above time limits governing employees and the Employer can be extended by mutual agreement between the Employer and the Union, which agreement shall not be unreasonably withheld by either Party.

Two (2) weeks of an employee's paid vacation shall be consecutive and shall be selected for the regular vacation period April 1st to September 30th. This can be varied if mutually agreeable to the employee and the Employer.

Where employees are entitled to three (3), four (4), five (5), six (6) or seven (7) weeks of paid vacation, the additional week, or weeks, shall be scheduled at a time requested by the employee either during the three (3) months prior to or following the regular vacation period, except that those employees entitled to five (5) or more weeks of vacation may take three (3) weeks during the regular vacation period; however, three (3) consecutive weeks cannot be scheduled in the prime time of July and August, unless mutually agreed otherwise. Employees entitled to four (4) or more weeks' paid vacation shall receive a minimum of two (2) of their additional weeks consecutively unless mutually agreed otherwise.

Vacation time off shall be selected by employees in order of seniority within each store (and Company seniority within each store where more than one store in the Bargaining Unit). All vacation time selected shall be subject to approval by the Employer.

Part-time employees who qualify for paid time off pursuant to Articles 14 shall be entitled to select their vacation on a fair and equitable basis depending upon the specific work requirements of the store or float staff. All vacation time selected shall be subject to approval by the Employer.

Scheduled vacation leave may be changed by mutual agreement between the Employer and the employees affected.

In cases where the transfer of personnel into a store make the foregoing vacation selection inoperable, the fairest alternate procedure shall be adopted.

Upon the employee's request, at the time the vacation selections are made, subject to staffing requirements of the store, Saturday shall be scheduled as a day off prior to a week of vacation. In scheduling Saturday as a day off prior to a week of vacation, consideration shall first be given to travel arrangements and then to R.T.O.'s.

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

Selected vacation weeks may only be changed by mutual agreement between the Employer and the employee affected.

Any complaint or disagreement concerning the above shall be subject to the grievance procedure.

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

Sick Leave Benefits

1. Full-time Employees

Full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment, up to a maximum of three hundred and seventy-six (376) hours. Credits shall commence to accumulate from date of full-time employment but only after completion of a three (3) month full-time employment eligibility period.

Absences except vacation, statutory holidays, paid sick time, bereavement leave, ATO or jury duty will not be counted for determining a full month of employment.

A full-time employee having accumulated sick leave benefits and who is reduced to part-time by the Employer, will be paid sick leave to the extent of such accumulation for actual time off the job, due to illness not covered by Weekly Indemnity.

2. Part-time Employees

Part-time employees who work an average of thirty-six (36) hours per week for thirteen (13) consecutive weeks will accumulate credits at the rate of four (4) hours for each full month of employment.

If an employee fails to meet the above hourly requirement for a period of thirteen (13) consecutive weeks from the time they first fail to meet it, such an

employee shall be disqualified. However, such disqualified employees shall retain their "bank" of accumulated sick leave credits and may use such credits until the credits are exhausted. Sick pay in such cases shall be applied only to absences on the employee's regularly scheduled work days.

Employees who retire on pension, or who voluntarily terminate their employment with the Employer, or who are permanently laid off from their employment with the Employer, shall upon such retirement, voluntary termination or permanent lay-off, be paid any sick leave accumulation they may have to their credit.

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

Employees, if found abusing the privileges of this Article, shall be disciplined by the Employer. In such cases, the Employer may discontinue or reduce the benefits of the employee, or terminate the employee, but any such termination shall be subject to the Grievance Procedure.

It is agreed that accumulated sick leave information will be available to employees, in writing, on at least a monthly basis.

The procedures to be used will be discussed with each Company individually.

The Employer shall apply any accumulated sick leave to absences due to sickness or non-compensable accident not covered by insured Weekly Indemnity Benefits and may supplement Weekly Indemnity at the employee's request, but not to exceed the employee's normal earnings.

Employees shall provide as much notice as possible when they are unable to report for a scheduled shift. Employees shall make a reasonable effort to notify the Employer of the absence as well as advising the Employer as to the estimated length of the absence and give notice of when they are able to return to work.

Health, Safety, Education and Training Fund

Commencing June 23, 2002, the Employer shall remit monthly contributions to the above fund on the basis of five cents (\$.05) per hour multiplied by the number of hours remitted to the Dental Care Plan.

The Employer will provide paid time off for any government legislated training required and cover the course cost.

Health & Welfare

1. Full-time Employees

The Employer shall make available the following benefits or similar benefits as mutually agreed upon between the Union and the Employer, to eligible full-

time employees. Such an employee shall be considered eligible when they have qualified under the thirty-two (32) hour eligibility rules below with a minimum of thirteen (13) consecutive weeks' service.

For full-time employees reduced by the Employer to part-time and not laid off, full coverage, regardless of hours worked, shall be maintained in accordance with Article 16 and Group Life Insurance shall be the amount specified in Article in Appendix A. In the case of Weekly Indemnity and Long-term Disability, the amount shall be the average of earnings during the thirteen (13) weeks immediately preceding the date of accident or illness.

Benefits for full-time employees who are laid off will be maintained by the Employer for one-half (½) of the employee's recall period as specified in Article 7.03 on the following basis:

- B.C. Medical Services Plan (M.S.P.)
- Group Life Insurance
- Hearing aid, eyeglasses, and prescription drug coverage.

Part-time Employees

The Employer shall also make available the benefits to the employees who work an average of thirty-two (32) hours per week for a period of three (3) consecutive months. Such employees shall receive the same benefits as set out for full-time employees in this Article of the Agreement.

For the purpose of entitlement and disentanglement, the conditions set out below will apply:

1. Employees who average thirty-two (32) hours per week for a three (3) month period will be eligible for all benefits under Article 16 on the first (1st) of the month following meeting this requirement. Eligibility verifications will be done each month ending on the last Saturday of the month on a 4/4/5 basis: ie: If an employee had averaged thirty-two (32) hours per week in the three (3) months prior to April 25th, they would become eligible for the benefit package on May 1st.
2. If an employee fails to meet the eligibility test, they will continue to be eligible for three (3) months. At that time, they will be tested again and if eligible, will continue receiving benefits. If not eligible, will cease receiving benefits.

Thereafter, at the end of each month, the employee's eligibility will be tested and as soon as they become eligible again, benefits will be re-instated.

The Employer shall also make available:

- M.S.P. (including Extended Health Plan)
- Eyeglass, Drug and Hearing Aid Plan

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

receive these benefits as described for full-time employees in this Article of the Agreement. For the purpose of entitlement and disentanglement, the hours' test set out above will apply, but will be based on twenty-four (24) hours instead of thirty-two (32) hours per week.

Enrollment for these benefits shall be a condition of employment for eligible full-time employees, except for such employees as may hereinafter be exempted in respect to medical benefits only.

New employees who are covered by M.S.P. at the date of their employment can elect to maintain their continuity of coverage to be paid as per Item (1) below.

Medical Benefits

The M.S.P. or such other Medical Plan which will provide similar benefits shall be provided by the Employer. The full premium rates shall be paid by the Employer.

Employees having other medical benefit coverage by reason of dependency status that is acceptable to the Employer will be exempted from the Employer's plan for such benefits. If the dependency coverage of such employee is discontinued, they may apply for enrollment in the Medical Services Plan.

The M.S.A. Extended Health Benefits Plan or its equivalent already in effect will be continued and provide that each member shall pay the first twenty-five dollars (\$25.00) of

eligible expenses in anyone (1) calendar year. The full premium rates to be also paid by the Employer.

The Extended Health Benefits, for full-time employees and eligible part-time employees as described in this Article 16 shall include the following benefits:

- a) Prepaid Drug Plan with no deductible.
- b) Eyeglass, lenses and frames, to a maximum of three hundred dollars (\$300.00) per person every two (2) years.

The Employer shall cover the cost of the eyeglass examination once every two (2) years.

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

It is understood all employees' dependents shall be covered by the above benefits. Eligible dependents shall be a spouse and a covered employee's unmarried children under the age of nineteen (19) or under the age of twenty-five (25) while attending an educational institution, provided such person is still dependent on the employee.

Weekly Indemnity Benefits

The Employer shall pay the cost of providing these benefits. Weekly Indemnity Benefits shall be paid commencing on the first (1st) day of hospitalization due to non-occupational accident or sickness or where no hospitalization is involved, the fourth

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

Weekly Indemnity payments shall be paid at the rate of seventy-five percent (75%) of straight time hourly wages.

The weekly benefit for part-time employees shall be the average of earnings during the thirteen (13) weeks immediately preceding the date of accident or illness.

The payment of the Weekly Indemnity Benefits shall be based on a five (5) day per week basis for employees regularly working the basic workweek. Eligible part-time employee's Weekly Indemnity Benefits shall be based on a seven (7) day per week basis.

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

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

The Employer agrees to pay the fee for the Medical Reports required by the Employer for sick leave or Weekly Indemnity provisions to a maximum of fifty dollars (\$50.00) each.

Effective Sunday after ratification, should an employee receive Stong's Weekly Indemnity Benefits as the result of an accident and they subsequently receive a wage-loss settlement from I.C.B.C. covering the same period, the amount by which Weekly Indemnity benefits and Sick Leave benefits cause the total replacement income to exceed the employee's regular earnings shall be reimbursed to the Company. Any banked sick days which may have been used shall be returned to the employee's banked sick days' accumulation.

Group Life Insurance

Group Life Insurance shall provide a minimum coverage of fifty thousand dollars (\$50,000.00). Where current Group Life Plans have coverage in excess of the fifty thousand dollars (\$50,000.00) minimum, then such plans shall continue in force during the currency of this Agreement.

Conversion Privilege

If an employee's coverage ceases because their employment or membership within the eligible classes ends, the employee may convert the life insurance to some form of individual life policy offered by the insurance carrier without having to pass a physical examination.

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

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

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

Long-Term Disability Plan

Commencing April 1, 1980, a standard Long-term Disability Plan (L.T.D.) will be instituted, premiums to be paid for by the Employer and be applicable to full-time employees and regular part-time employees who become eligible by working an average of thirty-two (32) hours for three (3) consecutive months. Such employee must fail to meet these hour requirements for a period of three (3) consecutive months from the time they first fail to meet it before they are disqualified.

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

The Long-term Disability Plan shall be based on sixty percent (60%) of an employee's salary and will commence when Workers' Compensation or Weekly Indemnity is exhausted, if Weekly Indemnity was available and provided any Government payments involved as a result of the employee's absence due to disability will be included in determining the sixty percent (60%) payment.

Employees on L.T.D. shall receive earned vacation leave pay at the expiry of thirty-nine (39) weeks of continuous illness and such payment shall not reduce their L.T.D. benefits.

Should the Federal or Provincial Government introduce legislation, the effect of which is to supplement or overlap existing welfare plans, the parties signatory to this Agreement agree to immediately discuss modifications of present benefits so that the total cost of the combined plans will be limited to the level outlined in this Collective Agreement, such change to be effective as of the date that the plan involved is altered because of legislation referred to above.

Dental Care Plan

The Employer agrees to make such hourly contributions to the British Columbia Retail Meat Industry Dental Care Plan, for each straight time hour actually worked in the bargaining unit as determined by the Joint Trustees of the Plan as necessary to maintain the dental benefits contained in the 1971-1973 Collective Agreement and incorporated into the British Columbia Retail Meat Industry Dental Care Plan as revised January 1st, 1972 with the exception that after March 28, 1982, members or eligible dependants will have that maximum

increased to one thousand seven hundred and fifty dollars (\$1,750.00). Effective Sunday after Ratification, (1994), the orthodontic limit shall be increased to three thousand dollars (\$3,000.00) on the above basis for eligible dependents who have not exceeded the twenty-five-hundred dollars (\$2,500.00) limit and the limit shall be increased to two thousand, two hundred and fifty dollars (\$2,250.00) for members who have not exceeded the one thousand, seven hundred and fifty dollar (\$1,750.00) limit.

Straight time hours actually worked shall for purposes of Dental contributions include hours of paid vacation and paid statutory holidays.

It is further agreed that in the event the Government of Canada or the Province of British Columbia provide a non-contributory Dental Care Plan with similar benefits, the Employers' obligations to continue contributions to the British Columbia Retail Meat Industry Dental Care Plan shall cease. It is further understood should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Retail Meat Industry Dental Care Plan and the Employers' contribution in respect to the cost of these benefits shall cease, provided the Employer pays the full cost of premiums levied by the Government for such services to a maximum of current contributions to this Plan.

Maintenance of Benefits

For sick leave, weekly indemnity and Workers' Compensation claims which commence after September 18, 1983, the

Employer shall maintain the full cost of Health and Welfare premiums to a maximum of thirty-nine (39) weeks.

The Employer agrees to maintain the full cost of Health and Welfare premiums when an employee is absent on Weekly Indemnity or Workers' Compensation claims or on sick leave to a maximum of six (6) months.

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

W.C.B. Rehabilitation

In the case of employees on a W.C.B. rehabilitation program covered by Article 15.04; the Employer agrees to maintain benefits for the term of the rehabilitation at the level existing at the date of injury to a maximum of a three (3) month period in addition to the six (6) months set out above. At the end of this maintenance period, benefits shall be determined by hours worked. This benefit maintenance shall not apply to an employee who is being re-trained for a job outside any of the contract bargaining units.

The Employer agrees to maintain the cost of the following Health and Welfare premiums only for those employees on Long-term Disability for the duration of the Long-term Disability:

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

Severance Pay on Closing of Stores

In the event there is a permanent closure or sale or transfer of ownership of a store or part thereof causing a full-time employee to lose their employment, the company hereby agrees to pay such an employee severance pay at their regular rate of pay according to the following schedule:

Full-Time Consecutive Service	Severance Pay
Up to two (2) years	Forty (40) hours' pay
Over two (2) years	Forty (40) hours' pay for every year of full-time service to a maximum of twenty (20) weeks.

This clause does not apply to a temporary lay-off, full-time employees who accept other full-time or part-time employment with the Company, or to full-time employees who lose employment are re-instated within (30) days to a full-time status. Nor does this clause apply to employees in a store which is sold or the business is transferred if the employee is immediately re-hired on a full-time basis without loss of seniority or benefits, by the new owner or operator.

In the event of a store sale, an employee shall be given the option of receiving severance pay in lieu of employment with the new (purchasing) owner subject to mutual agreement between the new (purchasing) owner, the Union and the employee concerned.

Should a full-time employee go to part-time and later lose their employment due to the circumstances set out in Article 7 then such employee shall be entitled to severance pay under this Article according to their years of full-time consecutive service only.

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

Employees who qualify for severance pay as listed above shall not be entitled to the benefits contained in Article 7 pertaining to normal termination.

Meal Allowance

If overtime of more than two (2) hours is to be worked, an employee will also be given a meal allowance of fifteen dollars (\$15.00) in addition to the paid rest period specified above.

This provision applies to overtime in excess of an eight (8) hour day. It is understood that all overtime of less than four (4) hours shall be continuous with the end of the shift.

AS TO ALL LETTERS OF UNDERSTANDING

Signed this 27th day of February, 2025.

FOR THE COMPANY

FOR THE UNION



Brian Bradley



Dean Patriquin

Keith Murray



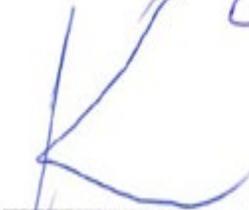
Heather McLaverty



Paul Benstead



Phil Pollard



Karin Smith



Anna Manten