

# **COLLECTIVE AGREEMENT**

Between

**JDW Foods Ltd. (IGA #25)**

And

**United Food and Commercial Workers, Local 1518**

October 1, 2021 to September 31, 2024

Ratified by member vote: March 25, 2022



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**MEMORANDUM OF AGREEMENT** made this 25th day of March , 2022.

BY AND BETWEEN: JDW FOODS LTD. (IGA #25), a body corporate carrying on business in Port McNeill, in the Province of British Columbia

(hereinafter referred to as the "EMPLOYER")

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

(hereinafter referred to as the "UNION")

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

AND WHEREAS: The Employer and the Union understand and agree that the Employer's circumstances are unique, and therefore, require a Collective Agreement specific to such unique circumstances.

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

**SECTION 1 – Bargaining Agency**

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The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all employees of JDW Foods Ltd., covered by the B.C. Labour Relations Board certification order dated January 22, 1999, with respect to wages, hours and all other conditions of employment set out in this Agreement, except the following exclusions:

Manager/Owner: Jordan Wills  
Two (2) Assistant Store Manager Positions

**SECTION 2 – Union Shop**

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- (a) The Employer agrees to retain in its employ, within the Bargaining Unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said non-members, whether part or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- (b) The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee their responsibility in regard to union membership and to provide the Union in writing with the name, address, email and phone number of each employee to whom they have presented the form letter, along with the employee's date of hire. The Employer will have new employees sign the Check-in and Union

Membership application upon successful completion of training/orientation. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union once a month with a list containing the names of all employees who have terminated their employment during the previous month.

- (c) No employee hired subsequent to the Ratification of this Agreement that has full-time employment elsewhere shall be scheduled hours of work in preference to an incumbent employee as at Ratification.

### **SECTION 3 – Deduction of Union Dues**

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The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct union dues from the wages of all new employees. The Union will supply an appropriate form to the Employer so that new employees, at the time of hire, will authorize union dues deductions. This form will be applicable from the time the employee commences employment until such time as the Union submits an official dues check-off to the Employer. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four-week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four week period, as well as the store number of each employee for whom the deductions were made. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

### **SECTION 4 – Clerks Work Clause**

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Subject to exclusions in Section 1 of this Agreement, all work in the handling and selling of merchandise in the store of the Employer shall be performed only by employees of the Employer who are in the Bargaining Unit and who are members of the United Food and Commercial Workers Union, Local 1518, with the following exceptions:

- (a) Supervisory Personnel of H.Y. Louie
- (b) Rack Jobbers. The Employer and Union agree that the current practice of in-store merchandising by outside vendors or salespersons shall continue. There shall be no increase to the number of rack jobbers used by the Employer.
- (c) Inventory Crew
- (d) Floor-Cleaning Contractor, Broughton Straits Marine or its successors

Where there is a violation of the Clerks Work Clause in the store, the following penalties shall apply:

1. First violation
  - a written warning from the Union will be given to the Employer.
2. Second violation within the twelve (12) month period following written notice as per Point 1.
  - a two hundred dollar (\$200.00) fine.
3. Third and subsequent violations within the twelve (12) month period
  - a three hundred dollar (\$300.00) fine for each violation.

**SECTION 5 – Basic Workweek - Statutory Holidays**

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The Employer reserves the right to schedule hours of store operation, employee hours of work, rest periods, meal periods and overtime work, subject to the following provisions:

(a) Basic Workweek

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

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

Part-time employees may be scheduled for less than forty (40) hours per week but may not be scheduled for less than four (4) hours on any day they are to report for work.

Students reporting for work on a school day where the store is closed for business at 6:00 p.m. may be scheduled for a minimum of two (2) hours.

(b) Overtime

Time-and-one-half (1-1/2X) will be paid for all hours worked in excess of eight (8) in a day and forty (40) in a week.

Double-time (2X) will be paid for all hours worked in excess of eleven (11) hours in a day and forty-eight (48) in a week.

No Pyramiding of Overtime – Overtime paid on a daily basis will not be used to calculate weekly overtime.

(c) Statutory Holidays

The following days shall be considered statutory holidays:

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

PLUS any additional days proclaimed as General Holidays by the Federal and/or Provincial Government.

To be eligible for a paid day off, or premium pay for working on a holiday, an employee must have been on the payroll at least thirty (30) calendar days in advance of the holiday.

An eligible employee who has worked at least fifteen (15) of the thirty (30) calendar days prior to the holiday is entitled to pro-rated holiday pay.

An eligible employee who has worked fewer than fifteen (15) of the thirty (30) calendar days prior to the holiday is entitled to pro-rated holiday pay.

If an eligible employee works on a general holiday, then payment will be at one-and one-half (1-1/2X) times normal rates. In addition, a day off with pay at a mutually agreed date will be accorded that employee.

Where a general holiday falls during an employee's vacation or on a normal day of rest, then another day off with pay at a mutually agreed date will be accorded that employee.

Vacation and paid sick time shall be considered time worked.

By the employee's choice and by mutual agreement of the Employer, statutory holidays may be scheduled in the week prior to or the week following the one in which the statutory holiday occurs.

For the purpose of Statutory Holidays: Commencing with their fifth (5th) week of employment, full-time employees shall receive forty (40) hours pay at straight time rates and shall work four (4) days, thirty-two (32) hours, including work on the statutory holiday, in a week in which one (1) statutory holiday occurs; three (3) days, twenty-four (24) hours, including work on the statutory holiday, in a week in which two (2) statutory holidays occur. Time worked in excess of forty (40) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one half (1-1/2X).

1. The hours in excess of thirty-two (32) hours of work shall be offered by seniority and shall be voluntary.
2. If sufficient employees are not available, hours of work to the above maximum may be assigned by reverse seniority.
3. Work on the statutory holiday shall be paid at the appropriate statutory holiday rates.

(d) Meal Periods and Rest Periods

Four (4) hour shift            one (1) fifteen (15) minute paid break

Five (5) hour shift            one (1) twenty (20) minute paid break

Six (6) hour shift            two (2) fifteen (15) minute paid breaks with an option to combine the two (2) paid fifteen (15) minute rest breaks

Seven (7) hour shift two (2) fifteen (15) minute paid breaks with a one (1) hour unpaid meal break or where mutually agreed, a thirty (30) minute unpaid break

Eight (8) hour shift two (2) fifteen (15) minute paid breaks with a one (1) hour unpaid meal break or where mutually agreed, a thirty (30) minute unpaid break

For shifts in excess of five (5) hours, but less than six (6) hours, the employee will receive two (2) fifteen (15) minute paid breaks with the option to combine to one (1) thirty (30) minute break.

Lunch, coffee or combined breaks will not be used to shorten a shift.

(e) Consecutive Day Limit

Employees (not just full-time) will not be required to work in excess of six (6) consecutive days. It is understood that there will not be an "available" hours claim involving a seventh (7th) or subsequent consecutive days of work. An employee will be required to work seven (7) consecutive days where such scheduling is required to accommodate the same employee's request for days off.

(f) Weekend Work

Full-time employees and those employees who regularly work thirty-two (32) or more hours in a week shall be entitled to at least one (1) Saturday-Sunday (weekend) off every four (4) calendar weeks.

(g) Posting of Schedules

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

The Employer shall post the weekly work schedule for all employees not later than Saturday, 12:00 noon, two (2) weeks in advance. An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery or other instances of force majeure. In all other cases, at least twenty-four (24) hours' notice of any change must be given or four (4) additional hours' pay given in lieu of notice.

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

In the case of students, they 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.

Schedule changes required by employees must be approved by management.

(h) Requested Time Off Calendar

A Requested Time Off (RTO) time card for **will be available in the same location as the posted schedule. Requests for RTO may be made up to eight (8) weeks in advance. Exceptions may be made for earlier requests in extenuating circumstances, upon approval of the Employer and the Union.**

(i) Consecutive Days Off

The Employer shall schedule consecutive days off for all full-time employees except where a full-time employee requests otherwise. Where possible, part-time employees shall have consecutive days off every second week. Where it can be demonstrated by the Shop Steward, to the Employer's satisfaction, that scheduling of consecutive days off can be accomplished without an adverse effect on the operation of the department, the Employer shall do so.

(j) Shift Interval

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

(k) Split Shifts

There shall be a daily starting time for each employee. Daily hours of work for full-time employees shall be consecutive, with the exception of meal periods. Part-time employees shall not be required to work a split shift except by mutual agreement between the employee and the Employer. Such agreement shall be given by the employee in writing. When an employee has agreed to work split shifts and wishes to withdraw such agreement, twenty-four (24) hours notice shall be given to the Employer to take effect on the next posted schedule as per Section 5(l), above. Agreement and withdrawal of same shall only take place once per year during the life of the Collective Agreement.

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

(l) Late Closing Schedule

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

(m) Night Crews

In the event the Employer wishes to implement a regular night shift, the Employer shall meet with the Union to develop a fair system of scheduling and rotation of the night crew.

(n) Night Work Rotation

There shall be fair rotation of night work when the store is open for business insofar as this is practical for store operation. It is understood that students shall be excluded from this provision. Night work is any shift ending after 6:00 p.m. (e.g., 6:01 p.m.)

(o) Express Checkouts

Express Checkout duties will be rotated so that no Clerk Cashier will be required to serve more than three (3) hours per day in such duties. A premium of time and one half (1-1/2X) shall be paid for all hours over three (3) hours per day spent in the express checkout. It shall be the employee's responsibility to notify management when the three (3) hours are completed. An employee may finish the order in progress without the premium applying.



(p) Pay Day

Pay Day is every second Thursday, except where the observance of a general holiday alters that date. A statement of statutory and other deductions will be provided for hours earned up to the preceding Saturday.

Recording of All Time Worked

Management agrees to assume full responsibility in seeing that all employees are compensated for all time worked. Employees who fail to record all time worked shall, upon complaint of the Union, be disciplined as follows:

- 1st violation: written warning from the Union
- 2nd violation: 1 week suspension without pay
- 3rd violation: 2 week suspension without pay

(q) Switching Shifts

Employees may choose to swap shifts. The shift swap must be approved in advance by the store owner, an assistant manager, or in certain cases, a department head.

The affected employees must agree in advance in writing to the swap. If an employee or employees are unavailable to provide such written confirmation, the store owner, assistant manager, or department head must confirm in writing that the affected swapping employee(s) have given verbal approval.

Department heads can only give such approvals within their own departments. The Employer will incur no additional costs for shift swaps.

(r) Power Outage

If an employee is sent home when the power goes off and subsequently, the Employer asks the employee to return to work, the Employer will pay 50% of wages for the time spent waiting at home.

This does not oblige an employee to wait at home to be recalled. No wages are payable if an employee is not recalled to finish the same shift.

For example, if an employee is sent home due to a power outage, and is asked to return to work one (1) hour after being sent home, the employee would receive one half (1/2) hour of pay. If an employee is sent home, and is not recalled, there are no wages payable.

(s) Set Scheduling of Full Time Employees

The Union and the Employer agree that scheduling of Full-Time Employees shall be done on the following basis:

1. All Full-Time Employees shall be scheduled a set schedule of hours per week (Sunday – Saturday inclusive) according to the process set out below.
2. Schedules shall be determined as follows:
  - (a) Full-Time Employees shall, thirty (30) days prior to the first Sunday of each month, propose weekly schedules for that month to the Employer. Such proposed weekly schedules shall include set weekly (Sunday –Saturday

inclusive) schedules for each Full-Time employee. Such schedules shall respect the seniority of the Full-Time employee within each classification.

- (b) In the event the Employer approves the weekly schedules proposed by the Full-Time employees, it is agreed that no grievance shall be filed by the Union on behalf of itself or any employee as a result of such schedules.
  - (c) In the event the Employer does not approve the weekly schedules proposed by the Full-Time Employees, the Employer and the Full-Time employees shall meet to resolve the issue no later than twenty (20) days prior to the first Sunday of the month represented by the unapproved schedules. If the meeting results in the Employer approval of the schedules proposed or mutual agreement to amended schedules, Paragraph 2(b) shall apply to the implementation of such schedules.
3. Any errors identified by other Bargaining Unit Employees will be addressed on the next posted schedule.
  4. Any changes brought about by Management shall be in accordance with the Collective Agreement.
  5. The Union and the Employer agree to give thirty (30) days written notice of either party's intention to withdraw from this agreed upon scheduling practice.
  6. The Union and the Employer shall meet and endeavour to resolve any issues that may arise with regard to scheduling of Full-Time Employees.
  7. The Union and the Employer agree that prior to either party writing the other with the intent to withdraw from this letter that a meeting take place to resolve any issues that arise.
  8. During the life of this Letter and where schedules have been implemented pursuant to Section 2, above: in the event that this Letter or any provisions of this Letter are in conflict with the Agreement, this Letter shall apply. Without restricting the generality of the foregoing, it is agreed that during the life of this Letter, the following provision of the Agreement shall not apply to Full-Time Employees while subject to weekly schedules implemented pursuant to Section 2, above: Article 5(k) – Weekend work; Article 14(b) – Scheduling of Overlapping and Abutting Shifts.
  9. In the event that Full-Time employees and the Employer are unable to agree to set weekly schedules for any month pursuant to Section 2 above, the Employer shall schedule employees during that month pursuant to the Agreement.

## **SECTION 6 – Classification of Employees**

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1. General Clerk  
To perform any duties in the store except as provided below, specific to other classifications, and for clarity, can stock and face shelves anywhere in the store.
2. Clerk-Cashier  
Duties restricted to the following:

- Floral Department
- Checkstand duties
- Office work
- File maintenance
- Cleaning, housekeeping duties related to the checkstand, front lobby, and store front (outside)
- Facing shelves within eyesight of a checkstand
- Stocking shelves near the front of the store
- Shopping for customers

3. Meat Cutter

Any duties related to the cutting and preparation of meat department product. It is understood some meat clerk duties may be performed by meat cutters, but meat clerks shall not lose hours by virtue of this overlap.

4. Meat Clerk

Any duties involved in receiving shipments, wrapping, packaging and display of meat department product. Also included is the clean-up of the meat department. A meat clerk may also assist in meat cutter duties such as meat grinding, etc.

Where the Meat Clerk is other than the incumbent as at Ratification and, by virtue of seniority, replaces a Meat Cutter in a reduction of hours, a Meat Clerk shall be able to perform Meat Cutter duties.

5. Deli Department

Any duties related to the operation of the deli department, including franchises and the ice-cream counter.

6. Bakery

Any duties related to the operation of the bakery department.

## **SECTION 7 – Wages**

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(a) Wages

The Employer agrees to pay employees covered by the scope and terms of this Agreement, the wage rates outlined by classification in Section 7.

All wages increases will be retroactive to the expiry of the agreement and paid within thirty (30) Days of ratification of the agreement.

No employee will suffer a reduction in wages or benefits by way of adopting the new agreement.

The Employer will adopt the following new wage scale for Clerk Cashiers, General, Meat, Deli and Bakery Clerks.

CLERK CASHIERS, GENERAL, MEAT, DELI AND BAKERY CLERKS

Accumulated Hours	01-Oct-21	01-Oct-22	01-Oct-23
0 - 1920	\$ 16.00	16.32	16.65
1921 – 2880	\$ 16.25	16.58	16.91
2881 – 3840	\$ 16.50	16.83	17.17
3841 – 4800	\$ 16.75	17.09	17.43
4801 – 5760	\$ 17.00	17.34	17.69
5761 – 6720	\$ 17.25	17.6	17.95
6721 – 7680	\$ 17.50	17.85	18.21
7681 – 8640	\$ 17.75	18.11	18.47
8641 – 9600	\$ 18.00	18.36	18.73
9601 – 10,560	\$ 18.25	18.62	18.99
10,561 – 11,520	\$ 18.50	18.87	19.25
11,521 – 12,480	\$ 18.75	19.13	19.51
12,481 – 13,440	\$ 19.00	19.38	19.77
13,441 – 14,400	\$ 19.25	19.64	20.03
14,401 – 15,360	\$ 19.50	19.89	20.29
15,361 – 16,320	\$ 19.75	20.15	20.55
16,321 – 17,280	\$ 20.00	20.4	20.81
17,281 - 18,240	\$ 20.25	20.66	21.07
18,240 +	\$ 20.75	21.17	21.58

When a vacancy occurs in a classification, the position shall be posted in accordance with Section 14. The foregoing does not apply to the Key Personnel Grid

MEAT CUTTERS (Non-Ticketed)

Accumulated Hours	01-Oct-21	01-Oct-22	01-Oct-23
0 – 960	\$ 17.52	\$ 17.96	\$ 18.40
961 - 1920	\$ 17.80	\$ 18.25	\$ 18.71
1921 - 2880	\$ 18.09	\$ 18.54	\$ 19.01
2881 - 3840	\$ 18.38	\$ 18.84	\$ 19.31
3841 – 4800	\$ 18.67	\$ 19.13	\$ 19.61
4801 - 5760	\$ 18.95	\$ 19.43	\$ 19.91
5761 - 6720	\$ 19.24	\$ 19.72	\$ 20.21
6721 - 7680	\$ 19.53	\$ 20.01	\$ 20.51
7681 - 8640	\$ 19.81	\$ 20.31	\$ 20.82
8641 - 9600	\$ 20.10	\$ 20.60	\$ 21.12
9601 - 10,560	\$ 20.40	\$ 20.91	\$ 21.43
10,561 - 11,520	\$ 20.68	\$ 21.20	\$ 21.73
11,521 – 12,480	\$ 20.96	\$ 21.49	\$ 22.02
12,481 –13,440	\$ 21.25	\$ 21.78	\$ 22.32
13,441 -14,400	\$ 21.54	\$ 22.07	\$ 22.63
14,401 – 15,360	\$ 21.82	\$ 22.37	\$ 22.93
15,361 - 16,320	\$ 22.11	\$ 22.66	\$ 23.23
16,321 - 17,280	\$ 22.40	\$ 22.96	\$ 23.53
17,281 +	\$ 22.69	\$ 23.26	\$ 23.84

**KEY PERSONNEL**

Accumulated Hours	01-Oct-21	01-Oct-22	01-Oct-23
0 – 960	22.98	23.56	24.14
961 - 1920	23.26	23.84	24.43
1921 - 2880	23.54	24.13	24.74
2881 - 3840	23.83	24.43	25.04
3841 – 4800	24.12	24.72	25.34
4801 - 5760	24.41	25.02	25.64
5761 - 6720	24.69	25.31	25.94
6721 - 7680	24.99	25.61	26.25
7681 - 8640	25.28	25.91	26.56
8641 - 9600	25.56	26.2	26.86
9601 - 10,560	25.84	26.49	27.15
10,561 - 11,520	26.13	26.78	27.45
11,521 +	27.86	28.56	29.27

All employees who are above the top step of their respective grid will receive increases as follows:

- 3.0% on Oct 1, 2021
- 2.5% on Oct 1, 2022
- 2.5% on Oct 1, 2023

**(b) RRSP Matching**

The Employer will pay up to \$10,000 for each tax year in RRSP matching contributions in accordance with this Section.

To be eligible to participate in Employer RRSP matching, employees must have at least two (2) years of seniority at date of ratification of the Collective Agreement.

Eligible employees who wish to participate in Employer RRSP matching must provide written notification to the Employer of their intention to participate by no later than December 1 of each respective tax year. The Employer will then determine how many eligible participating employees there are and calculate the matching amount for each participating employee, as follows:

Participating employee matching amount = \$10,000 ÷ Number of Participating Employees

For example, if there are eight (8) participating employees in a given tax year who wish to participate in the RRSP matching, each of those eight (8) employees can contribute up to \$1250 to an RRSP for the tax year, and the Employer will match the employee's RRSP contribution (e.g. up to \$1250 for each of the 8 participating employees).

The Employer will notify participating employees of their matching amounts by no later than December 10 for each tax year covered by the Collective Agreement.

By no later than January 31 following the respective tax year, participating employees must provide proof to the Employer of the RRSP contribution he or she has made for the

respective tax year. Absent such proof, the Employer can refuse to make any RRSP matching contribution for that employee.

The Employer reserves the right to request reasonable proof or confirmation from a participating employee of that employee's RRSP contribution room for the payments contemplated by this Letter of Understanding. Absent such confirmation or proof, the Employer can refuse to make any RRSP matching contribution for that employee.

On or before January 31 following the respective tax year, the participating employee must provide the Employer with all information reasonably required by the Employer to make the RRSP payment to the employee's RRSP account, such as institution name, branch number, and RRSP account number.

(c) Relief Rate

An employee relieving a department manager for more than three (3) consecutive shifts shall be paid a two dollar (\$2.00) per hour relief rate premium in addition to the employee's normal wage for all time spent relieving, back to the first day of relief work. If a manager has days off in advance of holidays, the employee providing relief rate is to start earning the relief rate immediately.

When management is absent from store and responsibilities fall to any member to become lead hand (key holder) there shall be a premium of \$2.00 per hour paid to the employee for all time spent relieving, even if, for example, for only one-half hour.

Key personnel shall receive a premium of \$2.00 per hour when their responsibilities include keeping key to safe, store closing and lead hand duties. Employees who receive the relief rate shall not be paid in excess of the top rate on the Key Personnel wage scale.

(d) Night Work

Employees who are required to work between the hours of 10:00 pm and 6:00 am of the following day shall receive a differential at the rate of one dollar (\$1.00) per hour (fifty cents (\$0.50) for each full half-hour worked) in addition to their regular hourly rate. This differential does not apply to part-time employees who work less than sixteen (16) hours during that week.

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

(e) Credit for Previous Experience

All future employees shall be classified according to previous comparable supermarket experience. Previous comparable experience shall be granted on the following basis:

1. Out of the industry for less than one year, will receive credit for fifty percent (50%) of their previous experience to a maximum credit of twelve (12) months credit for previous experience.
2. Out of the industry for more than one year, will receive credit for fifty percent (50%) of their previous experience up to a maximum of six (6) months credit for previous experience.

(f) Jury and Witness Duty

An employee who is called for jury duty shall receive their regular pay for their scheduled workdays spent as a juror.

Proof of such requests shall be given to the Employer. Any monies received by employees on jury duty over and above travel and meal expenses, shall be given to the Employer within three (3) weeks of receipt of same.

Any employee called for witness duty for judicial proceedings that relate to the Employer's business shall be compensated as for above jury duty.

(g) Staff Meetings

Mandatory Staff meetings will be considered as time worked and will be paid at straight-time rates.

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

(h) Equal Pay for Equal Work

The Employer shall not discriminate between male and female employees by paying a female employee at a rate of pay less than the rate of pay paid to a male employee, or vice versa, for the same work in the same classification performed in the same establishment.

A difference in the rate of pay between a female and a male employee based on any factor other than sex does not constitute a failure to comply with this provision.

(i) Cash Shortages

No employee shall be required to make up cash register shortages unless they are given the privilege of checking the money and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash register during the work shift and unless cash is balanced daily, except as specified below.

No employee may be required to make up register shortages when management exercises the right to open the register during the employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits.

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

## **SECTION 8 – Vacations and Leaves of Absence**

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(a) Vacation Entitlement and Pay

Employees with the corresponding continuous years of employment with the Employer as a full-time or part-time employee will be entitled to the following vacation time off and vacation pay:

Employees on approved leaves of absence, except approved leaves of absence pursuant to Section 8(d) and (e) and approved leaves of absence in excess of thirty (30) continuous

days pursuant to Section 8(f), shall be deemed to have worked for the purpose of “continuous years of service”.

(b) Vacation Scheduling

The selection of holidays will commence with the most senior employee in the classification through to the least senior employee. Employees will choose their first two weeks of vacation, starting with the most senior employee and finishing with the most junior. This process will take one (1) week, beginning February 1 of each year. The process will be repeated the following week for selection of the next two (2) weeks of vacation time and will continue until all employees have selected their vacations. If employees fail to request specific vacation time off by April 1, they can arrange their vacation at a later date at a time mutually acceptable to the supervisor.

(c) Vacation Time Off/ Vacation Pay

One (1) year or more	two (2) weeks	four percent (4%)
Five (5) years or more	three (3) weeks	six percent (6%)
Eight (8) years or more	four (4) weeks	eight percent (8%)
Completion of fifteen (15) years	five (5) weeks	ten percent (10%)
Completion of twenty (20) years	six (6) weeks	twelve percent (12%)

The pay to which an employee is entitled pursuant to this Section shall be paid to the employee not later than January 31, covering the calendar year ending December 31 of the previous year. Part-time employees may receive their holiday pay when they take vacation. The time to request holiday payment option is when holiday selection is made.

All employees must take all vacation to which they are entitled and cannot receive pay in lieu of vacation.

(d) Educational Leave

1. Employees, both full-time and part-time, with the equivalent of one (1) year or more of continuous full-time service with the Employer may be entitled to an unpaid educational leave of absence for up to two (2) years without gain or loss of seniority as at the commencement date of the leave. One (1) employee only of the Employer shall at any one time be on educational leave. Where two (2) or more employees apply for educational leave, seniority shall prevail. One employee is entitled to such leave at any one time, but the Employer, exercising its discretion reasonably given operational requirements and staffing considerations, may allow as many as three (3) employees to be on this leave at any one time.
2. Employees shall apply for educational leave as far in advance of the anticipated commencement date of the leave as possible and no later than two (2) months in advance of the anticipated commencement date of the leave. The application shall specify the specific terms of the leave.
3. Employees on educational leave must be attending an accredited educational institution.

The parties reserve the right to discuss and resolve the application of this in any particular case.

4. While on education leave, the employee shall not take employment with a competitor of the Employer in the retail grocery business located within a one-hundred and fifty



kilometre (150 km) radius of the Store. A violation of this provision may result in termination.

5. Employees on educational leave shall not return to work with the Employer prior to the expiration of the educational leave without the Employer's permission.
6. Employees on education leave shall notify the Employer three (3) weeks prior to the expiration of the leave of their intention to return to the Employer at the expiration of the leave. A failure to notify the Employer shall result in a loss of the employee's right to be scheduled to hours of work at the expiration of the leave. A failure of the employee to return to the Employer at the expiration of the leave shall be deemed a self-termination (quit), unless there is proper and sufficient reason the employee is unable to fulfill their obligation.

(e) Leaves of Absence

Except as otherwise indicated in the Collective Agreement, applications for unpaid leaves of absence will be adjudicated on the basis of merit, compassion, length of service and the operational needs of the store. Unpaid leaves of absence shall not be unreasonably withheld.

1. No more than one (1) employee per classification to a maximum of two (2) employees of the Employer may be on an unpaid leave of absence from the Employer at any one time. Employees on such an unpaid leave of absence shall neither gain nor lose seniority.
2. Employees both full-time and part-time with the equivalent of the following years of continuous full-time service with the Employer shall be eligible for an unpaid leave of absence as indicated:

Equivalent Continuous Years of Full-Time Employment with the Employer	Unpaid Leave of Absence Entitlement
Five (5) years	One (1) month
Six (6) years	Two (2) months
Seven (7) years	Three (3) months
Eight (8) years	Four (4) months
Nine (9) years	five (5) months
Ten (10) years	six (6) months

3. An employee who has taken an unpaid leave of absence shall not be entitled to a further leave until the expiration of twelve (12) months from the date of expiration of the prior leave.
4. While on unpaid leave of absence an employee of the Employer shall not take employment with any competitor of the Employer in the retail grocery business located within a one-hundred and fifty kilometre (150 km) radius of the Store. Violation of this provision may result in termination.
5. Employees shall apply in writing on letter-size paper for an unpaid leave of absence no later than two (2) months in advance of its anticipated commencement. Such application shall specify the duration of the leave request.

6. Employees shall not return to work with the Employer prior to the expiration of the unpaid leave without the Employer's prior permission.
7. Employees on unpaid leave of absence shall notify the employer in writing three (3) weeks prior to the expiration of the leave, of their intention to return to the Employer at the expiration of the leave. A failure to notify the Employer shall result in a loss of the employee's right to be scheduled to hours of work at the expiration of the leave. An employee who fails to return to the Employer at the expiration of the leave shall be deemed to have self-terminated (quit) unless there is proper and sufficient reason the employee is unable to fulfill their obligation.

(f) Take-A-Break

Employees will be entitled to apply for a Take-A-Break unpaid leave of absence up to a maximum of one hundred and twenty (120) days per year, but not to exceed twenty-four (24) calendar weeks in duration, subject to the following conditions:

1. Application for TABs must be in writing and are subject to the approval of the Employer. Application must be provided to the Employer no later than one (1) month prior to the first day of the requested TAB.
2. Requests for TABs will be granted provided:
  - there is another employee in the bargaining unit capable and available to fill any vacancy created by the TAB; and
  - there is no other TAB previously granted for any part of the same period.

Otherwise the granting of the TAB request shall be in the Employer's sole discretion.

3. While on a TAB, an employee of the Employer shall not take employment with any competitor of the Employer in the retail grocery business located within a one-hundred and fifty kilometre (150 km) radius of the Store. A violation of this provision may result in termination.
4. An employee on a TAB shall not return to work prior to the expiration of the TAB, as granted, without the Employer's prior permission.
5. An employee on a TAB shall return to work at the expiration of the TAB. A failure to do so shall be deemed a self-termination (quit).
6. The Employer shall maintain its contribution to health and welfare for the employees on TABs up to a maximum of eight (8) weeks per calendar year but not more than two (2) calendar weeks per calendar quarter.
7. Scheduled vacation time shall take precedence over the granting of a TAB.

## **SECTION 9 – Sick Leave Benefits, Funeral Leave, Maternity Leave**

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### (a) Sick Days

1. Full-time employees shall be entitled to a maximum of five (5) paid days of sick leave per year.
2. Full-time employees who do not use their sick leave as above shall be paid out for unused sick days at the end of March the following year.
3. Part-time employees who have averaged thirty-six (36) hours or more per week in the previous twelve (12) months shall be entitled to a maximum of three (3) paid days of sick leave per year.
4. Part-time employees who do not use their sick leave as above shall be paid out for unused sick days at the end of March the following year.
5. Part-time employees who have averaged less than thirty-six (36) hours per week in the previous twelve (12) months shall be entitled to a maximum of three (3) paid days of sick leave per year based on a four (4) hour day.
6. Part-time employees in this category who do not use their sick leave will not be paid out for unused sick days at the end of the year.

### (b) Funeral Leave

In the event of a death in the immediate family of an employee, the employee will be granted a leave of absence of three (3) consecutive days. The days of the leave scheduled as working days shall be with pay. The term "immediate family" shall mean: spouse, common law partner, parent, child, step-child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, step-parent, step-brother, step-sister, step-child, or any relative living in the household of the employee.

### (c) Pregnancy Leave

Pregnancy Leave as per provisions of *Employment Standards Act*. Benefit coverage for this period shall be maintained by the Employer.

### (d) Parental Leave

Parental Leave as per provisions of *Employment Standards Act*.

Benefits maintained by the Employer shall continue to be maintained by the Employer for this period.

### (e) Parental and Family Responsibility Leave

Employees will be entitled to these leaves in accordance with the provisions of the *Employment Standards Act*.

### (f) Paternity Leave

An employee about to become a father shall be entitled to an unpaid leave of absence of up to five (5) days at the time of birth of their child or the adoption of pre-school-age child or children. The employee may use one (1) week's vacation at their option.

(g) Medical Reports

The Employer shall, at its request, be provided with a written medical verification of an employee's illness for sick leave. If a cost is incurred by the employee, the Employer shall pay up to forty dollars (\$40.00) toward same.

Where the Employer requests a detailed medical report to verify an illness for sick leave, the Employer shall pay up to eighty dollars (\$80.00) for same.

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**SECTION 10 – Health and Safety Committee**

The Employer agrees to maintain Health and Safety standards as set out in the Workers' Compensation Board Health and Safety Regulations, inclusive of the mandated Health & Safety Committee.

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**SECTION 11 – Health and Welfare Benefits**

The Employer and eligible employees shall pay premiums, as set out below, to a third-party insurer for the insurer to provide the following benefits to eligible employees.

Eligibility: Employees who have worked three hundred sixty-four (364) hours within a thirteen (13)-week period shall be eligible benefits coverage as detailed in Section 11 (a); (b)(1), (2); and (c). The employee must maintain the three hundred sixty-four (364 hours) in a thirteen (13)-week period. If hours are reduced by the Employer, benefits will not be reduced as a result.

(a) Medical Services Plan

The Employer shall pay eighty percent (80%) of the premium and eligible employees shall pay twenty percent (20%) of the premium.

(b) Extended Health Benefits

1. The Employer shall pay eighty percent (80%) of the premium and eligible employees shall pay twenty percent (20%) of the premium for Extended Health Benefits as provided as of September 1, 2001.
2. The Extended Health Benefits coverage as set out in paragraph (b)(1) above shall be available to each employee who elects to accept such coverage upon becoming eligible for same, and their spouse and dependants as defined by the applicable insurer's plan and/or policies.
3. Continuing Eligibility: If an employee, having accepted Extended Health Benefits, as above, fails to maintain an average of the working hours necessary for eligibility and Employer premium contributions, as above, over four (4) consecutive calendar weeks, the Employer shall no longer be responsible for its contribution to the premiums and the employee may elect in writing to continue their Extended Health Benefits by paying one hundred percent (100%) of the premiums until the employee once again maintains an average of the working hours necessary for eligibility, as above, over four (4) consecutive calendar weeks.
4. Resumption of Benefits: If an employee elects to discontinue their Extended Health Benefits by failing to assume their share of the premiums for same, as above, the employee may thereafter become eligible for Extended Health Benefits by continuing

their employment with the Employer and achieving an average of the working hours necessary for eligibility for four (4) consecutive calendar weeks. Once eligible, an employee may apply to the applicable insurer for Extended Health Benefits in a manner and form required by the applicable insurer's plan and/or policies. The acceptability or not of the employee's application shall be determined by the insurer.

(c) Dental Health Plan

The Employer shall pay eighty percent (80%) of the premium for Dental Health Plan and eligible employees shall twenty percent (20%) of the premium.

## **SECTION 12 – Management Rights**

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The Union agrees that the management of the Company, including the right to plan, direct and control store operations, the direction of the working force and the termination of employees for proper cause, are the sole rights and functions of the Employer. During the first four (4) months of employment, new hires shall be on probation and will receive a written evaluation within three (3) months of employment. The decision whether or not to retain the employee's services shall be the sole right of the Employer. Any termination occurring during the probationary period shall not be subject to Sections 18, 19 and 20 of this Agreement. It is agreed that the probationary period will not apply if it can be shown that an employee has been terminated for any lawful Union activity as set forth in Section 21(g) this Agreement.

Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of Management. The discharge of employees for alleged incompetency is, however, subject to grievance pursuant to Sections 18, 19 and 20 of this Collective Agreement, providing that such employees have been employed by the Employer four (4) calendar months or more. The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically covered in this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

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

## **SECTION 13 – Notice or Pay in Lieu of Notice**

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Commencing after four (4) months from date of employment, employees when terminated by the Employer, unless terminated for just and sufficient cause including, but not limited to, insubordination, dishonesty, drunkenness, disloyalty or absence without Leave unless having a bona fide reason for such absence, shall receive notice in writing or pay in lieu of notice as follows:

Length of Continuous Service	Notice or Pay in Lieu of Notice
After four (4) months and up to two (2) years of continuous service	One (1) week's notice in writing or one (1) week's wages in lieu thereof
From two (2) years up to five (5) years' continuous service	Two (2) weeks' notice in writing or two (2) weeks' wages in lieu thereof
More than five (5) years' continuous service	Four (4) weeks' notice in writing or four (4) weeks' wages in lieu thereof

An employee shall provide the Employer with a written notice of self-termination (a quit) of not less than two (2) weeks.

For the purpose of this Section, wages shall be calculated pursuant to the Employment Standards Act and Regulation.

## **SECTION 14 – Seniority**

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### **(a) Job Postings**

Postings shall be open to all employees in the bargaining unit and employees can post between classifications with their seniority.

During the term of this Agreement, where positions become vacant the position shall be posted and filled within the specific time limits as set out below.

The job posting shall contain:

1. the classification;
2. the closing date of the posting; and
3. the effective date of the posting.

The posted position shall be:

1. General Clerk
2. Clerk-Cashier
3. Meat Cutter
4. Meat Clerk
5. Deli Department
6. Bakery Department
7. Head Cashier

Positions shall be posted and filled in accordance with the following procedure:

1. Positions shall be posted within five (5) days of the vacancy. The available position shall be posted in the store for a period of ten (10) days. A copy of the posting will be forwarded to the Union at the time of posting. The posting shall be returned to the Employer at the end of the posting period and shall be signed by the Store Manager and the Shop Steward (or other member of the Bargaining Unit in their absence) respectively in the store to confirm that the posting was publicly displayed for the required period.

2. Positions shall be opened to the applicant with sufficient ability and the necessary qualifications and where there are two (2) or more such applicants, seniority shall prevail.
3. Applicants must apply in writing. The applications shall be accepted by the Employer up to and including the closing date.
4. The name of the successful applicant along with their seniority date will be posted in the store within fifteen (15) days of original posting. The Employer will forward a copy to the Union.
5. The successful applicant shall not be eligible to apply for another posting for a period of six (6) months from the effective date of the job posting, provided the successful applicant has not been reduced to part-time as a result of a reduction in hours.
6. The Head Cashier position is open to Cashiers only and shall be awarded by seniority.

The Employer agrees to maintain the current number of full-time positions (17).

Key Personnel

The Employer agrees the following positions shall be considered Key Personnel positions:

Produce Manager	Meat Manager
Head Cashier	Assistant Manager (2 positions)
Deli Manager	Bakery Manager

In the event a current Key Personnel employee steps down and remains in Grid A, current Grid A employees will not be impacted as a result of the Employer filling the position from outside the bargaining unit. The employer agrees to first determine if any internal applicants are suitable for the positions prior to seeking applicants from outside the bargaining unit.

In the event an employee in a Key Personnel position decides to step down or is demoted, the Employer and the Union shall meet to determine where the employee will be returned following the principles outlined below:

- (1) The parties will attempt a placement that provides the least impact on other bargaining unit employees.
- (2) The employee will be granted full seniority for the scheduling in hours when the employee is placed into a classification in the bargaining unit.
- (3) The employee would be placed at the rate of pay consistent with their career hours and seniority within a classification.

(b) Certified Meat Cutter (with ticket)

In the event a vacancy for an existing Meat Cutter position occurs and there is no internal applicant to fill the position the Employer may hire a Certified (ticketed) Meat Cutter. Certified (ticketed) Meat Cutters will be placed at the start rate of the Key Personnel pay scale.

It is understood and agreed that any Meat Cutter vacancies will first be posted internally and existing employees will be given the opportunity to apply and fill the position in accordance with Section 14(a) of the Collective Agreement.

(c) Scheduling of Overlapping and Abutting Shifts

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

(d) 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 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 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, where requested by the employee.

The parties recognize that circumstances may arise where availability restrictions may require consideration. Any issues that arise shall be referred to the JLM process for resolution insofar as the rights of other employees are not negatively impacted.

(e) Departmental Staff Reductions

Where there are reductions in staff in departments of the store, such as a coffee bar or bakery counter, employees affected by such reduction shall be given a reasonable opportunity to adapt to the work in other departments in order to enable them to exercise their seniority.

It is understood the foregoing applies to all employees and that they may be reduced to the six (6) month experience category if their lack of experience in the new position justifies such action.



(f) Reduction and Increase of Hours

For purposes of this Section, there shall be 6 classifications:

1. General Clerk
2. Clerk-Cashier
3. Meat Cutter
4. Meat Clerk
5. Deli Department
6. Bakery Department

Where a reduction of hours per week is required, preference in available hours of work shall be given to senior employees in the same classification within the store.

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 issue being raised.

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

(g) 1. Seniority, Definition

Seniority shall mean length of continuous service with this Employer. Leaves pursuant to Section 8(d) and (e) and leaves pursuant to Section 8(f) in excess of thirty (30) continuous days shall not be included in the calculation of continuous service.

2. Student Seniority

Once a student is no longer enrolled in school, a student employee will proceed to regular employee status. As of the date the employee is no longer a student, the employee will receive seniority credit for one half of the employee's time worked as a student. Students must provide the Employer with a letter stating the date they are finished with school.

(h) Layoff and Recall

Length of continuous employment with the Employer shall govern in cases of layoffs and recall, provided the employee has the ability to perform the work required. Employees shall be laid off and recalled by classification as required. The foregoing shall not apply to: Assistant Managers (not more than two) and Department Managers as follows: Meat Manager, Produce Manager, Deli Manager, Bakery Manager, and KFC/BR/PH Manager.

Employees laid off in accordance with the above provisions by the Employer shall be recalled to work in order of length of service, provided:

1. No more that six (6) months has elapsed since the last day worked by the employee.
2. For employees with one (1) year or more of service, no more than twelve (12) months has elapsed since the last day worked by the employee.

3. The employee reports for work within twenty-four (24) hours from the time of recall.

If an employee, when contacted, for proper and sufficient reason is not immediately available to commence work, the next employee on the list will be hired temporarily. If the contacted employee cannot report for work until after three (3) working days, they will exchange their seniority with the next employee on the list who is immediately available for employment, until they are recalled, at which time they shall resume their original seniority status. If they do not report for work within one (1) calendar week from date of recall without proper reason, they shall be deemed as having self-terminated (quit) and dropped from the seniority list.

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

4. Employees rehired in accordance with Points 1 and 2 above shall retain their previous length of service for purposes of this Section and Section 7, Wages.

**SECTION 15 – Severance Pay**

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

<b>Full-Time Consecutive Service</b>	<b>Severance Pay</b>
Up to two (2) years	One (1) week
Over two (2) years	One (1) week's pay for every year of full-time service to a maximum of ten (10) weeks

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

Should a full-time employee go to part-time and later lose their employment due to the circumstances set out in Section 15, then such employee shall be entitled to severance pay under this Section according to their years of full-time consecutive service only.

This clause does not apply to a temporary layoff, full-time employees who accept other full-time or part-time employment with the Employer, or to regular full-time employees who lose employment and are reinstated within thirty (30) days to a full-time status.

Employees who qualify shall not be entitled to the benefits contained in Section 13 of this Agreement.

## **SECTION 16 – Time Off for Union Business - Store Visits**

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### **(a) Union Business**

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

1. Up to one hundred (100) employees in the Bargaining Unit
  - one (1) employee.
2. For each additional one hundred (100) employees or part thereof in the Bargaining Unit
  - one (1) employee but not to exceed a total of nine (9).

The Union shall notify the Employer at least one (1) week in advance of the commencement of all such leaves of absence.

Upon at least one (1) week's notice the Employer shall grant a paid leave of absence, for purposes of Union business, to one (1) employee on the following basis:

- Up to six (6) months' paid leave of absence without review and a further six (6) months by mutual agreement.
- Up to three (3) employees for Union negotiations until complete.

### **Provincial Conference**

In the event the Union should call a Provincial Conference, time off for Union business shall be granted according to the following formula:

1. One (1) employee of the Employer shall be granted time off.
2. Fifty (50) or more employees in the store
  - two (2) employees shall be granted time off.

The Employer shall be given at least three (3) weeks' notice of such conference.

The Employer will bill the Union and the Union will reimburse the Employer for wages paid to the employee and health and welfare contributions made on the employee's behalf during such absence.

### **(b) Store Visits of Union Representatives**

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

The interview of an employee by a Union Representative shall be permitted after notifying the Employer, and shall be:

1. Carried on in a place in the store designated by the Employer.
2. Held whenever possible during the lunch period; however, if this not practical,

3. During regular working hours. Time taken for such an interview in excess of five (5) minutes shall not be on Employer time, unless with the approval of management.
4. Held at such times as will not interfere with service to the public.

Union Representatives shall be permitted to check employee time records, including work schedules, and in the event of any discrepancies, they shall be presented under Section 17 of this Agreement. It is understood the Union Representative may attempt to resolve problems with the Employer prior to implementation of Section 17.

## **SECTION 17 – Shop Steward Recognition**

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

The Employer agrees to recognize Shop Stewards and Alternate Shop Stewards for the purpose of overseeing the implementation of the terms of the Collective Agreement and for the purpose of presenting complaints and grievances to Management.

The Employer will notify a shop steward of each new hire and permit the shop steward on paid time, not to exceed fifteen (15) minutes, to introduce the member to the union within the first thirty (30) days of work.

The Employer shall charge the cost of this fifteen (15) minutes to the Union and the Employer shall be reimbursed within thirty (30) business days.

- (b) 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:

1. is given a reprimand which is to be entered on the employee's personnel file;
2. is suspended or discharged.

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

- (c) The Employer agrees to recognize Union Shop Stewards on the following basis:

1. Where there are less than fifty (50) employees in the bargaining unit
  - not more than two (2) Shop Stewards.
2. Where there are fifty (50) or more employees in the bargaining unit
  - two (2) Shop Stewards and one (1) additional Shop Steward for every fifty (50) employees thereafter.
3. Alternate Shop Stewards will be recognized in the store when the Shop Steward is absent. The Union shall inform the Employer in writing of the Alternate Shop Stewards.

(d) Joint Union/Management Meetings

The Employer and the Union agree to hold Joint Union/Management meetings in the store at least once (1X) per quarter, initially with the Union Representative present.

The purpose of these meetings is to promote a harmonious relationship between management and the employees at store level.

## **SECTION 18 – Grievance Procedure**

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

Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union representative or representatives and the Employer representative or representatives shall meet and in good faith shall earnestly endeavour to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 19 of this Agreement.

- (b) 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 Section 20 of this Agreement.
- (c) The Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union.

## **SECTION 19 – Board of Arbitration**

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(a) Power of the Arbitrator

An Arbitrator will render a binding resolution to a grievance referred to him/her, but they shall not alter terms and conditions of the Collective Agreement.

(b) Single Arbitrator

The parties agree to use a Single Arbitrator who shall be either Mr. Vince Ready, Mr. Jim Kelly, Ms. Judy Korbin or Colin Taylor, or such other Arbitrators as mutually agreed to.

(c) Arbitration Expenses

The parties agree to bear their own costs, including lost wages for witnesses, legal and travel costs. The parties will share equally the cost of the Arbitrator and the cost of the meeting room.

(d) Expedited Arbitration

At any time prior to arbitration, the parties may agree to refer to dispute to Section 104, Expedited Arbitration. If referred, the parties agree that the decision will be final and binding.

(e) Troubleshooter

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

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

**SECTION 20 – Expedited Arbitration for Suspension, Discharge and Lay-Off**

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- (a) No employee shall be suspended or discharged without just and sufficient cause.
- (b) Notwithstanding Sections 18 and 19, the following procedure shall be used to resolve a grievance arising from a suspension or discharge or lay off:
1. Within seven (7) days of the suspension or discharge or lay off, the Union shall notify the Employer in writing of their grievance of same.
  2. Within seven (7) days of the Employer's receipt of the Union's written grievance, officers of the Employer and the Union, or their appointees, shall meet to attempt to resolve the grievance.
  3. A failure to resolve the grievance pursuant to (b) above shall result in the immediate submission of the grievance to arbitration before one of the following mutually agreeable arbitrators:
    - a) Blasina, B.
    - b) Kelly, J.
    - c) Korbin, J.
    - d) McPhillips, D.
    - e) Pekeles, Bob
    - f) Ready, V.

- g) Taylor, C.
  - h) Lanyon, S.
4. The Arbitrator chosen shall be the first Arbitrator contacted who is able to render a decision within thirty (30) days of the discharge or suspension. The order in which arbitrators are contacted shall be as follows:
    - a) alphabetically in the first arbitration under this Article, and;
    - b) thereafter alphabetically commencing with the first name following the Arbitrator who last rendered a decision pursuant to this Article.
  5. The Arbitrator shall render a decision within thirty (30) days of the suspension, discharge, or lay off.
  6. The Arbitrator shall base their decision on evidence submitted by the Union and by the Employer representatives, or their appointees.
  7. The Arbitrator's decision shall be final and binding on both parties.
  8. Time limitation may be changed by mutual agreement.

## **SECTION 21 – Miscellaneous**

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(a) Maintenance of Adequate Heating Facilities

The Employer agrees to maintain adequate heating facilities in each store.

(b) Wearing Apparel

When an employee is required by the Employer to wear a uniform or special article of wearing apparel, such uniform or special article of wearing apparel shall be furnished, cleaned, laundered, repaired or given similar services connected with the upkeep thereof free of cost to the said employee by the Employer and no deduction from the wages of the employee, or other charge upon the employee, shall be made by the Employer for such uniform or special article of wearing apparel or for the cleaning, laundering, repairing or upkeep thereof.

Special clothing, such as rain capes and parkas, are to be supplied by the Employer where required. Members shall be permitted to wear sweaters, providing they are acceptable to the Employer.

(c) 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.

(d) Time Off to Vote

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

(e) Polygraph Test:

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

(f) Information

In any grievance regarding hours worked by an employee and the amount paid to an employee, the Employer shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the grievance procedure shall apply.

The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

(g) Intimidation

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

If an employee walks off the job and alleges management has deliberately coerced or intimidated him/her into such action, the employee shall have a "cooling off period" of no more than three (3) consecutive calendar days to return to work without back pay, failing which the employee shall be deemed as having self-terminated (quit) their employment without further recourse pursuant to this Collective Agreement. An employee returning to their employment within three (3) days of walking off the job may grieve the allegation of coercion or intimidation against the Employer no later than five (5) calendar days after the incident that gave rise to the allegation.

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

(h) Picket Lines

The Employer agrees that in the event of a legal picket line of another trade union appears at the Employer's store, 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.

(i) 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.

(j) Lockers

The Employer shall provide lockers to employees, as required.

(k) Bulletin Board

One bulletin board will be supplied by the Union and will be placed in the staff room or other area in the store as mutually agreed. It is understood that the bulletin board is the property of the Union and shall be for their exclusive use.

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



1. Meeting notices
2. Health and Welfare
3. Safety information

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

(l) Harassment

The Employer and the Union jointly recognize the right of employees to work in an environment free from harassment, including sexual harassment and discrimination. Where an employee alleges harassment or discrimination, the employee shall have the right to grieve under the Collective Agreement. Where an allegation of harassment has been received by the Employer and/or the Union it will be investigated on a priority basis. It is understood and agreed that the Employer shall have no liability for harassment or discrimination where the Employer has not by either act or omission condoned or failed to take action to remedy such harassment or discrimination.

(m) Employee's Personnel File

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

Subject to giving the Employer reasonable advance notice, employees shall have access to their personnel file outside of the relevant employee's scheduled working hours.

(n) Discipline Interview

Where an employee attends an interview with management for the purpose of receiving a formal discipline report or for a security interview, the employee shall have the right to a Shop Steward or a witness of their choice. If during any other private corrective interview with management it is determined that there will be a discipline report on the employee's record or the employee feels there is a violation of Section 19(i), the interview may be temporarily suspended so that the employee may call in a Shop Steward or a witness of their choice. Any witness used by the employee in the above situations will be another employee working in the store at the time the interview is being held. It is understood the Shop Steward or witness is an observer and not a participant. It is also understood that the communication or reiteration of Employer policy is not "discipline" for the purposes of this Section.

A copy of all such formal notices of discipline (i.e., written warnings, suspensions and discharges) shall be given to the Union by email from the Employer.

(o) Adjustments (Technological Change)

Adjustments will be handled as per Section 54 of the British Columbia Labour Relations Code:

1. 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 a collective agreement applies,

- a) The employee shall give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected, and
  - b) After notice has been given, the Employer and trade union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
    - (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
    - (ii) human resource planning and employee counseling and retraining;
    - (iii) notice of termination;
    - (iv) severance pay;
    - (v) entitlement to pension and other benefits including early retirement benefits;
    - (vi) a bipartite process for overseeing the implementation of the adjustment plan.
2. If, after meeting in accordance with Subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Employer and the Union.
  3. Subsections (1) and (2) do not apply to the termination of employment of employees exempted by Section 65 of the *Employment Standards Act* from the application of section 64 of that Act.

## **SECTION 22 – Expiration and Renewal**

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This Agreement shall be for the period from and including **October 1, 2021** to and including **September 30, 2024**, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding **September 30, 2024**, or any subsequent anniversary date thereafter to:

- (a) Terminate this Agreement, in writing, effective **September 30, 2024**, or any subsequent anniversary thereof,
- (b) Require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

1. The Union gives notice of strike in compliance with the Labour Relations Code of British Columbia, or
2. The Employer gives notice of lockout in compliance with the Labour Relations Code of British Columbia.

The operation of Section 66 (2) of the Labour Relations Code of British Columbia is hereby excluded.

SIGNED THIS 25th DAY OF March, 2022.

**FOR THE UNION**  
UFCW LOCAL 1518



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**Kim Novak**, President

**FOR THE EMPLOYER**  
JDW FOODS LTD. (IGA #25)

Jordan Wills

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Jordan Wills, Owner-Operator

**LETTER OF UNDERSTANDING #1**

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Drug and Alcohol Assistance Program

The Employer and the Union recognize that drug and alcohol abuse can have serious negative impact on both the Employer and the employee. The parties mutually agree to co-operate in resolving problems with drug and alcohol abuse with a view towards rehabilitating employees suffering from such abuse. This letter does not obligate the Employer to any financial payment or obligation.

SIGNED THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

Renewed this 20<sup>th</sup> day of April, 2010.

Renewed this 22<sup>nd</sup> day of February, 2013.

RENEWED THIS 10<sup>th</sup> DAY OF APRIL-, 2016.

RENEWED THIS 11<sup>th</sup> DAY OF DECEMBER-, 2018.

RENEWED THIS 25<sup>th</sup> DAY OF MARCH, 2022.

**FOR THE UNION**  
UFCW LOCAL 1518



---

**Kim Novak**, President

**FOR THE EMPLOYER**  
JDW FOODS LTD. (IGA #25)

Jordan Wills

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Jordan Wills, Owner-Operator

**LETTER OF UNDERSTANDING #2**

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Wages

All employees shall maintain their current rates of pay and in addition continue to receive the negotiated wage increases as outlined in the Collective Agreement.

The Employer agrees moving forward that the practice of paying over the negotiated wage scale rates to select individuals will cease.

The Employer agrees that any amendments to the wage scale must be negotiated with the Union as the bargaining agent.

SIGNED THIS \_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_ .

Renewed this 22nd day of February, 2013.

RENEWED THIS 10th DAY OF APRIL, 2016.

RENEWED THIS 11th DAY OF DECEMBER, 2018.

RENEWED THIS 25th DAY OF MARCH, 2022.

**FOR THE UNION**  
UFCW LOCAL 1518



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**Kim Novak**, President

**FOR THE EMPLOYER**  
JDW FOODS LTD. (IGA #25)

Jordan Wills

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Jordan Wills, Owner-Operator

**LETTER OF UNDERSTANDING #3**

---

Re: Deli Coverage Program

Employees may agree to work in other departments, provided they are not regularly working forty (40) hours per week. Once an employee opts into this program, the employee shall be committing to be available for three (3) months to work in other departments. This may be extended at the request of the employee, with agreement by the Employer.

The employer will not add more than ten (10) employees to the coverage program without first consulting the union. The union will not unreasonably deny an employer requested increase to the number of employees participating in the coverage program.

Employees in this shift coverage program may work in other departments, provided employees in that department are unavailable to work. The Employer will offer cross department work to employees in this program in order of store seniority if the absence is known to Management in advance.

This agreement will be valid for 1 year from (date of ratification), but may be extended by mutual agreement of the parties.

SIGNED THIS 25<sup>th</sup> DAY OF MARCH, 2022.

**FOR THE UNION**  
UFCW LOCAL 1518



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**Kim Novak**, President

**FOR THE EMPLOYER**  
JDW FOODS LTD. (IGA #25)

Jordan Wills

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Jordan Wills, Owner-Operator

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Signature:   
Jordan Wills (Sep 14, 2022 18:23 PDT)  
Email: jordan.wills@igabc.com











# C122522 IGA #25- March 25 2022 - Final

Final Audit Report

2022-09-15

Created:	2022-08-31
By:	Christy Knapfl (cknapfl@ufcw1518.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYhPbQQotz4-_8KZ9z8BK_MslJNr8htql

## "C122522 IGA #25- March 25 2022 - Final" History

-  Document created by Christy Knapfl (cknapfl@ufcw1518.com)  
2022-08-31 - 9:07:16 PM GMT
-  Document emailed to jordan.wills@igabc.com for signature  
2022-08-31 - 9:09:35 PM GMT
-  Email viewed by jordan.wills@igabc.com  
2022-09-02 - 7:32:50 PM GMT
-  New document URL requested by jordan.wills@igabc.com  
2022-09-15 - 1:19:50 AM GMT
-  Email viewed by jordan.wills@igabc.com  
2022-09-15 - 1:20:03 AM GMT
-  Signer jordan.wills@igabc.com entered name at signing as JJordan Wills  
2022-09-15 - 1:23:36 AM GMT
-  Document e-signed by JJordan Wills (jordan.wills@igabc.com)  
Signature Date: 2022-09-15 - 1:23:37 AM GMT - Time Source: server
-  Agreement completed.  
2022-09-15 - 1:23:37 AM GMT