

COLLECTIVE AGREEMENT

Between

**Save-On-Foods Limited Partnership
(Save-On-Foods Yukon)**

And

United Food and Commercial Workers Union, Local 1518

Duration of Agreement: **August 25, 2017 – August 24, 2027** Ratified by

Membership Vote: **August 18, 2017**

2022 Reopener Memorandum of Settlement Ratified: December 1, 2022

The parties have agreed to a full reopener on August 25, 2025 as per Letter of Understanding #1.



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THIS AGREEMENT entered into this August 18, 2017.

BY AND BETWEEN: SAVE-ON-FOODS LIMITED PARTNERSHIP (Save-On-Foods Yukon)
(hereinafter referred to as the “EMPLOYER”)

**AND: UNITED FOOD AND COMMERCIAL WORKERS UNION,
LOCAL 1518, chartered by the United Food and Commercial
Workers International Union, C.L.C.**
(hereinafter referred to as the “UNION”)

WHEREAS it is the intent and the purpose of the parties hereto that this Agreement will promote an industrial and economic relationship between the employees and the Employer and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

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

SECTION 1 – Shared Values

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

Honesty

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

Integrity

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

Trust

- We are committed to act with integrity and honesty.
- We will hold ourselves accountable for our actions.
- We will not pass judgment without discussion.

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

SECTION 2 – Bargaining Agency

2.01 The Employer recognizes the Union as the sole agent for the purposes of collective bargaining for all employees of the Employer employed in retail grocery stores operating as Save-On-Foods located in the Yukon Territory, with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement, save and except Store Managers, Assistant Store Managers, Store Supervisors, Department Managers, Pharmacists, Resource Protection, Reline Crews, Head Office & Field Personnel, and any person above the rank of Assistant Department Manager and all those excluded by the Canada Labour Code and employees under separate certificate. This recognition, subject to the foregoing exclusions, shall include any retail grocery stores acquired by the Employer operating as Save-On-Foods in the Yukon Territory at locations in which a retail grocery store has been operated by another employer since the date of this Agreement. It is understood that this recognition does not extend to operation by the Employer of Distribution or Production facilities or any store operated by the Employer with square footage of less than 10,000 square feet. In future stores the Collective Agreement shall be binding on the parties effective the date of store opening.

SECTION 3 – Union Shop

3.01 The Employer agrees to retain in its employ, within the bargaining unit as outlined in Section 2 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said nonmembers, whether part-time or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.

3.02 The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Union shall bear the expense of printing the letter, the contents of the letter to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.

SECTION 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. 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 official dues checkoff to the Employer. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the name

and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four-week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four-week period, as well as the Store number of each employee for whom the deductions were made. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

SECTION 5 – Clerks Work Clause

5.01 With the exception of excluded personnel listed in Section 2 of this Agreement and salespersons or vendor representatives, 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 1518.

The parties agree to meet to discuss any additional third party services that will impact existing employees' hours of work prior to those services being put in place.

SECTION 6 – Basic Work Week, General Holidays

6.01 Basic Work Week

The Employer reserves the right to schedule hours of store operation, employee hours of work, rest periods, meal periods and overtime work.

Stores are open seven (7) days per week and the hours of work will be scheduled over the seven (7) day period with Sunday being the first day of the week. Hours of work may commence prior to midnight on any given day subject to the business needs of the store.

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

Seniority will provide the opportunity for employees to be scheduled their hours of work on a weekly basis with the most senior employees receiving at least as many hours as junior employees in each scheduling group, while also providing the Employer the flexibility to manage the hours distribution at the bottom of the schedule to ensure sufficient employees are retained and to ensure minimal schedule changes are made after the schedule is posted.

Scheduled hours shall be subject to change.

6.02 Work Schedule

Work schedules will be posted by Saturday, 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, power outage, 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 advise individual employees of the change to their work schedule once it has been posted. **In the event a text message is not acknowledged, the Employer will make a reasonable effort to verbally advise an employee of a work schedule change. Employees shall not use their personal mobile phones for the purposes of notifying employees of shift changes when they are assigned to such duties.**

6.03 Rest Periods

Employees who work a shift of four (4) hours or more will receive one (1) paid fifteen (15) minute rest period. Employees who work a shift of more than six (6) hours will receive two (2) paid fifteen (15) minute rest periods.

6.04 Meal Periods

Employees working greater than seven (7) hours shall be scheduled by the Employer for a meal period of **thirty (30) minutes. By mutual agreement** not more than sixty (60) minutes without pay.

6.05 Overtime

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

6.06 No Pyramiding of Overtime

Overtime paid on a daily basis will not be used to calculate weekly overtime.

6.07 General Holidays

a) The following days will be considered general holidays:

New Year's Day, Labour Day, Thanksgiving Day, Good Friday, **Truth and Reconciliation Day**, Remembrance Day, Victoria Day, Christmas Day, Canada Day (Dominion Day), Discovery Day, Aboriginal Day & Boxing Day

b) 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.

c) Eligible full-time employees shall receive eight (8) hours pay for each general holiday.

d) Eligible part time employees shall receive general holiday pay equal to ten percent (10%) of their wages (including overtime) earned in the two (2) weeks immediately prior to the holiday.

d) If an eligible employee works on a general holiday, then payment will be at 1 - ½ times normal rates.

e) 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.

6.08 Minimum Hours

Subject to section 6.02 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 his or her services are not required shall receive two (2) hours pay.

6.09 Work Loads

If an employee believes the amount of work he or she is 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 him or her, the question shall be referred to Section 15 of this Agreement.

6.10 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.

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

6.11 Night Work

All Employees doing night work for shifts that begin after 9:00pm shall be paid at a premium of (\$2.50) per hour.

SECTION 7 – Pay Day

7.01 Pay Day

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

SECTION 8

8.01 Staff Meetings

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

8.02 Jury and Witness Duty Pay

An employee summoned to Jury Duty or Witness Duty, where subpoenaed in a court of law; or where subpoenaed to an Arbitration Hearing or Labour Board Hearing by the Employer; shall be paid wages amounting to the difference paid them for their services and the amount they would have earned had they worked on such days. Employees performing the said service shall furnish the Employer with such Statements of Earnings as the courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked.

Total hours on Jury Duty or Witness Duty and actual work on the job in the store in one (1) day shall not exceed eight (8) hours for purposes of establishing the basic workday. Any time worked in the store in excess of the combined total of eight (8) hours shall be

considered overtime and paid as such under the Contract. Once the work schedule has been posted, the schedule cannot be changed to circumvent this clause.

8.03 Credit for Previous Experience

New employees shall be classified according to previous comparable experience within the retail, retail food or food service industry. The Employer shall credit new employees up to Step 9 on the wage scale. The Employer shall advise the Union for any credit for previous experience exceeding Step 9 on the wage scale and the increase shall be subject to Union approval.

SECTION 9 – Vacations with Pay - Leaves of Absence

9.01 Vacations Entitlement and Pay

Employees will be entitled to the following vacation time off and vacation pay entitlement according to corresponding continuous years of employment completed:

Vacation Grid		
Years of Service	Vacation Time Off	Vacation Pay (Percentage of Total Earnings)
One (1) or more	2 Weeks	4%
Three (3) or more	3 Weeks	6%
Eight (8) or more	4 Weeks	8%
Fifteen (15) or more	5 Weeks	10%

“Continuous Years of Service” is defined as the number of full calendar years of employment. Any approved leave of absence shall be considered as continuous service for vacation purposes.

“Pay” is calculated as a percentage of the wages that the employee earned in the year of employment in respect of which they are entitled to the annual vacation. This amount does not include overtime wages, wages in lieu of notice or vacation allowance.

- (a) When requested by the employee, the Employer will provide part time employees with their vacation pay as defined in (b) below, for the current year in the payroll period immediately after the week in which vacation is taken. **In the event a Team Member does not have enough accrued vacation bank, they will not be required to take unfunded weeks of vacation.**

- (b) The maximum payout a part time employee can be paid for each week of vacation is equivalent to the average hours worked over the preceding thirteen (13) weeks multiplied by the base wage rate, up to the amount that has been accumulated in the employee's vacation accrual account.
- (c) Any unpaid portion of vacation pay entitlement for the previous year will be paid to the employee by January 31st of each year.

9.02 Vacation time of employees will be scheduled in accordance with their seniority within their department. A vacation request procedure will be posted no later than January 2nd of each year. Except as outlined in 9.03, vacation time must be taken in one (1) week increments and employees will be permitted to begin their vacation time off on any day of the week during any week of the year where operationally feasible. The final schedule will be determined by the Union-Management Committee, with the final schedule posted no later than March 1st of each year.

The Employer shall determine the maximum number of vacations permitted per week per area (including but not limited to classification, department, or specific functions performed within the store).

Vacation scheduling shall be non-discriminatory and shall not be used for disciplinary purposes.

9.03 Employees with four (4) weeks of vacation or less may take one (1) week of vacation as individual days. Full time employees with five (5) weeks of vacation or more may take two (2) weeks of vacation as individual days. Vacation days must be planned in advance of the schedule being posted and approved by management based on the operational needs of the store.

Up to four (4) weeks per calendar year may be excluded from the vacation selection process to address the operational needs of the store. These four (4) weeks shall be determined and shared with the store's Joint Labour Management committee before January 1 of each year.

The selected weeks shall be reviewed during the last joint Union/ Management meeting of the year and cannot be changed except by mutual agreement between the employee and the Employer.

Once vacations are approved by the Company, they shall not be changed, unless by mutual agreement between the employee and the Employer.

9.04 Leaves of Absence

Leaves under the Employment Standards Act of the Yukon

The parties recognize all applicable leaves in the Employment Standards Act (ESA). Employees who qualify can access such leaves.

General Leave

Upon one (1) month notice, employees may request a leave of absence without pay for up to one (1) year on a one-time only basis. The employee will indicate the length of the request. Leaves of absence shall not be unreasonably withheld. Notwithstanding the above, at least one employee at a time shall be entitled to be off on a General Leave in

each store. If such a leave is granted, the employee must disclose to the Employer any new employment relationship for the purpose of determining if a conflict of interest arises.

Take a Break Leave

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

1. Application for such Leaves shall be in writing. The Employer has provided the Store Manager the ability to approve such Leaves. Every effort should be made to provide as much notice as possible.
2. Requests for Take-A-Break Leave of Absence will be granted to all employees provided there is another available employee in the store who is capable of doing the work required.
3. Scheduled vacation time shall take precedence over the granting of Take-A-Break leave of absence.
4. The Employer and the Union agree that employees on a Take-A-Break Leave shall accumulate seniority.
5. It is also agreed that employees may take single or multiple day Take-A-Break leave (i.e., less than one [1] week in length) provided the cumulative total days where a Take-A-Break leave is taken does not exceed one hundred and twenty (120) calendar days per calendar year. It is understood that each day of Take-A-Break leave per week reduces the basic work week by one day.
6. Employees may return to work earlier than the scheduled end of the leave provided they give their Store Manager one (1) months' notice of their early return to work date.

Requested Time Off (RTO)

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

Compassionate Leave

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

Educational Leave

Employees with one (1) year or more of continuous service shall be entitled to an unpaid leave of absence, for educational purposes, of up to one (1) year on a one-time only basis. This leave will not be denied if the request is made with a minimum of one (1) month notice. Only one (1) employee per store will be eligible at any one time. The employee must be attending an accredited educational institution and may be required to provide proof of such attendance.

Military Leave

An employee who is a member of the Canadian Armed Forces, including the Primary Reserve, and who is part of an operational deployment will be granted a leave of

absence without loss of seniority. Employees may be required to provide documentation to support the leave request.

SECTION 10 – Health and Welfare Plan

10.01 A. Benefit Contributions:

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

• The Employer shall provide Dental and EHB benefits with contributions set at thirty-eight cents (\$0.38) per hour effective the first Employer fiscal period after ratification, 2017.

2. Health Care Insurance Plan, Weekly Indemnity (W.I.) Long Term Disability (L.T.D.); Life Insurance; and/or Accidental Death & Dismemberment (AD&D).

• Effective Sunday after ratification 2017 the Employer shall contribute thirty cents (\$0.30) per hour worked for the purposes of providing one or a combination of the above benefits.

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

4. The Employer and Union Trustees shall oversee the implementation of the above benefits. Provincial Medical shall be administered by the Employer. The Employer and Union can mutually agree to enhance some benefits in point 2 above prior to 2022, provided that any costs above the stated Employer contributions are funded by employee contributions.

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

B. Direct Pay Prescription Drug Card:

The Employer agrees to provide a Direct Pay Prescription Drug Card for those employees who qualify for this benefit within six (6) months of Ratification of this Agreement. The card will be for use in pharmacies operated by the Employer. For employees who work in stores with no pharmacy the Employer will make arrangements for this service at a local pharmacy.

10.02 Physical Examinations

Where the Employer requires an employee to take a physical examination, doctor's fees for such examination shall be paid by the Employer subject to the maximum reimbursement in **10.03**. Except prior to commencement of employment and the first four (4) weeks of employment, such examinations shall be taken during the employee's working hours without loss of pay to the employee.

10.03 Medical Reports

The Employer agrees to pay the fee for medical reports required by the Employer to a maximum of fifty dollars (\$50.00).

10.04 Drug and Alcohol Assistance Program

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

SECTION 11 – Sick Leave Benefits, Funeral Leave, Maternity Leave

11.01 Funeral and Bereavement Leave

In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay of three (3) days. The term immediate family shall mean brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, or any relative living in the household of the employee.

In the event of death of an employee's spouse, parent, or child, the employee will be granted leave of absence with pay of five (5) days. Should an employee's entitlement to the one (1) week's leave of absence with pay occur while the employee is on vacation, the employee's week of vacation will be re-scheduled at some later date as mutually agreed between the employee and the Employer. An employee's day off will not be altered to circumvent funeral leave benefits. This leave may be extended for up to five (5) working days by using vacation time and/or unpaid leave as long as there is another employee available and capable of performing the duties required. Employees may request up to five (5) working days of vacation time or unpaid leave for time off in the event of death of other family members not listed above as long as there is another employee available and capable of performing the duties required.

11.02 Pregnancy 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, up to eleven (11) weeks prior to the expected delivery date and at least six (6) weeks after the actual delivery date. The employee may choose to delay the commencement of pregnancy leave, provided she is medically fit to perform the full range of duties of her position. This will not affect the employee's entitlement to pregnancy leave.
2. All such requests must be submitted in writing at least two (2) weeks prior to the day the employee proposes to begin their leave.
3. An employee requesting a shorter period than six (6) weeks after the actual birth to return to work must provide written notice to the Employer of not less than one (1) week before the date the employee proposes to return to work, and if required by the Employer, be accompanied by a physician's medical certificate stating the employee is able to return to work.
4. Benefit entitlement for the above leaves shall be as required by the *Employment Standards Act*.

11.03 Parental Leave

1. An employee who requests parental leave under this Section is entitled to the following:
 - (a) for a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Section 11.02 - up to thirty-five (35) consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Section 11.02.

- (b) For a birth mother who does not take a leave under Section 11.02 in relation to the birth of a child - up to thirty-seven (37) weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.
 - (c) for a birth father - up to thirty-seven (37) weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks of that event.
 - (d) for an adopting parent - up to thirty-seven (37) weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
2. The employee is required to give the Employer four (4) weeks advance notice in writing of their intent to take a leave under subsection 1 (a)(b) or (c). The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
 3. Benefit entitlement for the above leaves shall be as required in the *Employment Standards Act*.

11.04 Sick Leave

Upon satisfactory completion of the probationary period, employees that achieved an average of thirty (30) hours worked per week, during the preceding calendar month, will be provided with three (3) hours of sick leave. Sick leave accrued by employees may be banked up to a maximum of forty-eight (48) hours. Any sick leave accrued which exceeds this maximum is lost and will not be paid out to the employee.

Sick leave is to be used by employees where they are unable to attend work owing to illness or for other medical reasons. Employees shall make every effort to notify management of the absence as well as advising of the estimated length of the absence. Employees may be required to provide medical verification of the need for use of their sick leave.

Employees, if found abusing the use of their sick leave, may be subject to disciplinary action up to, and including, termination for cause. Employees may also have their sick leave accrual rate reduced or discontinued.

SECTION 12 – Pension

12.01 Effective the first contribution period after Ratification of this Agreement, the Employer shall commence contributions to the United Food and Commercial Workers Union Pension Plan on behalf of all bargaining unit employees under separate cost group within the Save-On-Foods Yukon Division of the UFCW Union Pension Plan Trust.

The level of Employer contributions shall be at 5.50% of an employee's earnings effective Sunday after ratification 2017 and shall increase to the following amounts in January of each of the following years:

2017 – 5.50%	2018 – 6.00%
2019 – 6.50%	2020 – 7.00%
2021 – 7.50%	2022 – 8.00%

By each participating Employee – a percentage of their earnings received from the Employer. The percentage applicable to each participating Employee shall be as follows:

Less than age 30	–	nil
30 but less than 40	–	1% of earnings
40 but less than 50	–	2% of earnings
50 and above	–	4% of earnings

SECTION 13 – Seniority

13.01 Seniority Defined

Seniority shall mean length of continuous service with the Employer for employees in the Yukon Territory.

13.02 Seniority Tie-Breaker

In the case where two (2) or more employees commence work on the same date, their seniority shall be determined at the end of thirty (30) days by the Employer. If this does not occur, then their ranking will be determined by their placement on the schedule.

13.03 Posting of Vacancies

All job vacancies for positions in the bargaining unit will be posted for seven (7) days. Job postings are awarded by seniority. Jobs will be posted within the store first. If there is no successful applicant, the job will be posted to the bargaining unit.

13.04 New Stores

Fifty percent (50%) of the non-Key Personnel full-time positions in a new store shall be posted and made available to employees in the bargaining unit.

The Employer will evaluate capability, merit and ability in a just manner and award the position.

13.05 Trial Period

The successful applicant will be on a thirty (30) shift trial period and if unsuccessful will move back into their previously held position as will all others affected by the posting.

13.06 Restriction of Availability

A part-time employee who works less than the basic workweek and restricts his or her 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 he or she is of restricted status, shall be reduced first. In an employee wishes to end his or her restricted status, the employee shall so advise the Employer in writing. The employee's full seniority rights shall begin from the date of the next posted schedule after he or she advises the Employer of his or her full availability. An employee shall not be entitled to fill out a form, as outlined above, more than four (4) times per twelve (12) month period as of the anniversary date of the lifting of their restriction unless otherwise mutually agreed.

Employees who lift their restriction shall have a right to return to a weekly average of hours based on the hours worked by the employee over a thirteen (13) week period prior to the date the employee restricted their availability.

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

Employees shall not be permitted to restrict their availability below eight (8) hours per week except for health reasons supported by objective medical information supplied by a doctor, or unless mutually agreed between the Employer and the employee.

13.07 Job Security

To enhance the job security of employees covered by this Agreement, employees affected by a permanent closure of their store (i.e. no replacement store is opened), shall be permitted to exercise their Company Seniority into other stores in the Territory. Employees will be granted their request by seniority and stores accepting these employees will only be required to absorb up to five percent (5%) of their current employee count into their store.

The Employer and the Union shall meet to determine where employees will be transferred when the store is closed.

13.08 Notice of Reduction to Part-Time Status

Full-time employees will be given one week's notice in writing in the event that they are reduced to part-time status.

13.09 Senior Clerk Percentage

Forty percent (40%) of the bargaining unit hours will be used to calculate the number of **Full-Time** Clerks. The calculation will be done twice each year (end of February and end of August).

13.10 Student Seniority

1. A Student is defined as any employee regularly attending High School, University, College, Vocational Institution or other educational institutions requiring attendance at scheduled classes. Students may be required to verify their attendance and class times.
2. Students shall be considered to have restricted their availability and shall be scheduled by seniority within their classification.
3. Employees shall inform the Employer when they employees become or revert to student status or when it is established that they have ceased being a student and will not be resuming their studies in the next semester or school term, no exceptions.
4. All students, without exception, shall not change their status of availability more than four (4) times per calendar year. Students are required to notify management of changes to their availability, student status or restrictions no less than one (1) week in advance of the schedules being posted.

5. It is understood that students shall not be available for certain shifts, which may limit their ability to maximize their hours. Minimum shifts for all students are four (4) consecutive hours. Students must be available for shifts when not attending classes.
6. Students who wish to maximize their hours during their Christmas break, spring break (reading break) and summer break may temporarily lift their restriction to forty (40) hours and open availability during these time periods.
7. Students shall have the option of taking a leave of up to 2 weeks during the peak vacation periods of Christmas break and Summer break. Those that exercise this right shall keep their rate of pay however will be placed at the bottom of the seniority list with a new seniority date.

SECTION 14 – Union’s Recognition of Management Rights

14.01 Management Rights

The Union agrees that the management of the company, including the right to plan, direct and control the Store operations, the direction of the scheduling and direction of the work force and the termination of employees for proper cause, are the sole rights and functions of the Employer. During the first five hundred (500) hours of actual work or six (6) months, whichever comes first, each new employee shall be on probation. The decision whether or not to retain the employee’s services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Sections 15 and 16 of this Agreement. Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of management, subject however, to discharge of non-probationary employees on grounds of alleged incompetence being processed under Sections 15 and 16 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 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 15 – Grievance Procedure

15.01 Purpose

This procedure is designed to have grievances dealt with as expeditiously as possible. The parties agree to make an earnest effort to resolve grievances at the earliest stages of the procedure.

15.02 Grievance Defined

A grievance is a violation or an alleged violation of this collective agreement.

15.03 Grievance Procedure

Step 1 Must occur within 14 calendar days of the incident giving rise to the grievance. This is the informal stage between the grievor and the Employer. The grievor may involve the Shop Steward and/or Union Representative in this step if that is their wish.

Step 2 Failing a settlement at step 1 the grievance may be advanced to step 2 within 14 days of receiving the answer at step 1. This step is in writing and includes the grievor and the Shop Steward and/or Union Representative meeting with the Employer. A written answer must be rendered within 7 calendar days of the meeting.

Step 3 Failing a settlement at step 2 and prior to going to arbitration the Store Manager will meet with the Union Staff Representative to make one last effort to resolve the issue.

15.04 Time Limits

Time limits outlined in the grievance procedure may be extended by mutual agreement of the parties.

SECTION 16 – Arbitration

16.01 If the grievance process has been exhausted, senior leaders of the Union and Employer shall meet in an attempt to reach a resolve and in the absence of such resolve shall jointly determine a case management process for the dispute at hand.

If the parties fail to agree on an appropriate dispute resolution mechanism, the parties agree to use a single Arbitrator who shall be either Colin Taylor, David McPhillips, Mark Brown and Chris Sullivan or such other Arbitrators as mutually agreed to.

16.02 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.

16.03 Troubleshooter

Colin Taylor, David McPhillips, Mark Brown and Chris Sullivan (or any other individual agreed by the parties) shall be scheduled on a rotating basis to conduct expedited hearings each month on the following basis:

1. Either party may refer grievances to this process upon providing the other party with three weeks' notice of a grievance being referred.
2. Only grievances where the parties have shared all relevant information regarding the grievance, and all reliance documents and facts have been exchanged, shall be referred. The parties agree that disclosure of information and documents will take place in a timely manner.
3. New evidence, including facts or documents, may be introduced after the referral is made only where disclosure of this new evidence was not possible prior to the referral. In such cases, the party that is introducing the new evidence shall provide immediate disclosure to the other party. Upon request of the party in receipt of this new evidence, the process may be adjourned to allow a fair opportunity for analysis and reply.
4. Interpretation grievances or grievances regarding the discharge of employees shall not be referred to this process unless mutually agreed by both parties.

5. Decisions of the Troubleshooter shall be in writing but shall be without prejudice, non-precedent setting and shall not be publicized.
6. Legal counsel shall not be used by either party.
7. The parties shall develop other procedures or guidelines as necessary.

16.04 Arbitration and Troubleshooter Hearings

The parties agree to use technology such as but not limited to video conferencing whenever possible for arbitration and troubleshooter hearings.

SECTION 17 – Miscellaneous

17.01 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.

17.02 Harassment & Discrimination

The Employer is committed to treat all employees with dignity and respect. The Employer and the Union recognize the rights of employees to work in an environment free from harassment and discrimination, including bullying and any behavior contrary to the Human Rights Act of the Yukon. The parties agree to cooperate with each other in preventing and eliminating any such behavior.

17.03 Bulletin Board

The Employer shall allow the Union to install its own bulletin board in each store in a location mutually agreed to between the Employer and the Union, in a prominent place. Bulletins may only be posted by a person so authorized by the Union. Bulletins that pertain to matters other than meeting notices, dental plan information and pension plan information shall only be posted by mutual agreement between the Union and the Employer.

17.04 Health, Safety and Education Fund

The Employer agrees to contribute three cents (\$.03) per hour for every hour worked by Employees to the United Food and Commercial Workers, Local 1518, Health, Safety & Education Fund effective on the start of the pay period following implementation of this Agreement. Hours worked for this purpose will include hours actually worked as well as paid vacation and statutory holiday hours to a maximum of 40 hours per week.

17.05 Employee Personnel File

A copy of formal discipline report to be entered on an employee's file will be given to the employee. The employee will be required to sign Management's copy. Such signature will indicate receipt of formal reprimand only.

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

17.06 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 for 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 his or her place of work.

SECTION 18 – Health and Safety Store Committees

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

The Committee shall consist of a minimum four (4) members including a Worker Co-chair and a Worker Representative (both of whom are either elected by the bargaining unit or appointed by the Union), an Employer Co-chair, and another representative appointed by the Employer.

Any unresolved issues from these meetings shall be referred to the Provincial Health & Safety Committee for resolve.

18.02 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 Violence in the Workplace "Prevention and Response Program". The Union will be provided with applicable incident reports and recommendations flowing from any incident.

SECTION 19 – Time Off for Union Business

19.01 The Employer agrees that employees selected to attend Union Business including Conferences, Conventions, Seminars, and Negotiations etc. will be provided with time off. At the request of the Union, the Employer will continue to compensate the employee at their regular rate of pay during this absence. In this event, the Union will reimburse the Employer, on receipt of a detailed invoice, for the cost of the pay and benefits applicable to this period. It is understood that no more than one (1) employee per store will be absent for this purpose at the same time.

Two (2) employees will be permitted to attend the annual provincial Union Conference unless mutually agreed otherwise.

19.02 Store Visits of Union Representatives

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

19.03 Employer Obligation

The Employer reserves the right to discipline employees for just and reasonable cause.

19.04 Shop Steward Recognition

The Employer and the Union agree that Shop Stewards play a useful role in Employer–employee relations.

It is recognized that Shop Stewards shall 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.

Two (2) Shop Stewards (three (3) in stores with over fifty (50) employees and four (4) in stores with over one hundred (100) employees) per store will be elected or appointed by the Union. Only up to two (2) Shop Stewards are entitled to attend JLM meetings. They are recognized for the purpose of overseeing the terms of the Collective Agreement being implemented and for the purpose of presenting complaints and Grievances to designated Management of the store.

The 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 is given a reprimand which is to be entered on the employee's personnel file or is suspended or discharged. A copy of all such formal notices of discipline shall be given to the Union through the Shop Steward.

Discipline Interview

Where an employee attends an interview with Management for the purpose of receiving a formal discipline report for a security interview, the employee shall have the right to a witness of his or her 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, the interview may be temporarily suspended so that the employee may call in a witness of his or her choice. Any witness used by the employee in the above situations will be another employee working in the store at the time the interview is being held. It is understood the witness is an observer and not a participant.

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

Shop Stewards may introduce new members to the Union on Company time to present membership cards for signature.

19.05 Growing Our Future

Purpose

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

Guiding Principles

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

Scope

These meetings are to encourage a positive working relationship between Shop Stewards, Management and all employees at store level that focuses on taking a proactive approach to solving current and potential issues. While it is expected there may be times when the parties disagree, the discussion must be respectful and focus on the issue, not on judging the personalities.

Suggested Topics FOR Discussion:

- Sharing Ideas on Improving Customer Service/Growing Sales in the Store;
- Solution-based discussion on any issues of concern that are raised;
- Community Outreach by UFCW 1518 and/or **Save-On-Foods Limited Partnership**;
- Update on Store and Company's Overall Performance;
- Discussion on Contract Items (if there are questions on a specific area in the CBA);
- Topic of the Month (discuss Collective Agreement language on the specified Topic of the Month to be selected by a joint committee);
- Appreciation and Recognition (identifying things that are going well and/or people that should be recognized and appreciated).

Topics NOT for Discussion:

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

Meeting Structure

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

- Meetings shall be held monthly on a mutually agreed upon date and time.
- Shop Stewards and Store Management will be scheduled to attend the meetings.
- Schedule members from various departments to attend meetings on a rotating basis to increase exposure of the process to all people in the store.
- Guests/Observers who volunteer to attend will be scheduled whenever possible to encourage employee participation.
- Union Representatives/LR Specialists are invited to attend the meetings.
- Responsibility for chairing meetings is to alternate each meeting between the Union and Management (all participants will be encouraged to take a turn as the chair).
- Follow up and follow through on commitments in a timely and respectful manner.
- Meeting minutes are to be taken, agreed to and signed off by a Shop Steward and Management and then submitted to UFCW 1518 and **Save-On-Foods Limited Partnership** Head Office by the end of the following business day.

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

Communication

Meeting minutes are to be posted on the Union Board and Store Communications Board for all employees to read. The participants of the committee are to develop a timeline of completion for any action items that arise out of the meeting.

Discussion on topics from the meeting should be followed up on in between meeting dates to ensure there is communication and follow up between the parties.

Throughout the process participants are to hold each other accountable to the Shared Values and Goals by communicating concerns in this process.

Roll-Out

A representative from both OFG and UFCW 1518 will be responsible for providing support and guidance in the roll-out of this process. This will include an initial orientation to the meeting structure, and this team will continue to be a resource to any store that requires assistance (i.e. 6 months -12 months). These representatives will review the monthly meeting minutes and follow up with specific stores if there are any questions or concerns that need to be addressed.

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

SECTION 20 – Expiration and Renewal

20.01 Term and Notice to Bargain

(a) This Agreement shall be for the period from and including **August 25, 2017** to **August 24, 2027** and from year to year thereafter, subject to the right of either Party to the Agreement, within four (4) months immediately preceding **August 24, 2022** or any subsequent anniversary date thereafter to require the other party to this Agreement, in writing, to commence bargaining to conclude a revision or renewal of this Agreement.

(b) Should either Party give notice pursuant to (a) 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 terms or condition of employment until the Union and the Employer have agreed to amend the terms of this Agreement.

(c) Should the Parties fail to agree to terms to revise or renew successive collective agreements between **August 25, 2017** and **August 24, 2022**, the disputed items shall be referred to Binding Final Offer Interest Arbitration as referenced in Letter of Understanding – Labour Continuity.

(d) It is agreed that until **August 24, 2027**, only the expiry date (set out in Section **20.01** (a)) of Section **20.01** shall be amended by the Parties.

WAGES

The Employer agrees to pay all persons covered by the terms of this Agreement not less than the following schedule of wages during such time as this Agreement is in force, effective on dates as shown, and provided that an employee is receiving a wage rate.

Wage Scale – see Appendix B

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

To address any issues resulting from an increase to the minimum wage, the Employer will share with the Union any new Wage Scale for discussion in advance of the wage scale being implemented.

KEY PERSONNEL

Assistant Department Managers

The Employer may assign Assistant Department Managers in the Produce, Bakery, Deli, Meat, and Restaurant departments. Assistant Department Managers shall not be counted within the **Full-Time** Clerk percentage (%) for the store. Employees’ hours worked in these assigned positions shall not be subject to claim.

Signed this 14 day of, March, 2023.

On Behalf of the Union
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518

On Behalf of the Employer
SAVE ON FOODS LIMITED
PARTNERSHIP



Kim Novak, President

Ian Kato

Ian Kato, Director

LETTER OF UNDERSTANDING #1 – Labour Continuity

The Union and the Employer agree as follows:

1. If after collective bargaining the Union and the Employer are unable to conclude a settlement of all bargaining demands, the Parties shall each formulate their own final offer for a renewed Collective Agreement, both of which shall be referred to a final offer selection arbitration for resolution in a final and binding settlement to a sole arbitrator. The final offers shall include the items previously agreed and each party shall set out their final position on the outstanding issues.
2. The final offer selection arbitrator shall hear submissions from each of Parties and then select one of the final offers and award it as the new Collective Agreement.
3. The final offer selection arbitrator shall have the power to amend this Collective Agreement, but is subject to Section 20, and the arbitrator’s decision shall be final and binding.
4. The Parties shall make every effort to agree to an arbitrator. If agreement cannot be reached on an arbitrator, then either Party may request the Labour Relations Board of the Yukon to appoint an arbitrator.
5. Subject to what the Parties agree to at the first full reopener in **August 24, 2022**, there may be additional full reopeners prior to **August 24, 2027**.

Renewed this _____ 1st _____ day of, _____ December _____, _____ 2022 _____.

On Behalf of the Union
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518

On Behalf of the Employer
SAVE ON FOODS LIMITED
PARTNERSHIP



Kim Novak, President

Ian Kato

Ian Kato, Director

LETTER OF UNDERSTANDING #2 – Joint Union Management QUARTERLY REVIEWS

(a) The Employer and the Union agree to meet on a quarterly basis to review the performance of stores that are experiencing financial difficulties and whose continued viability is questionable.

On an ongoing basis, the Employer and the Union will discuss methods to improve the performance of stores and will hold joint meetings with store employees to discuss improvements in the particular store.

In particular, the Union and Employer shall review the competitive impact of other retailers on the company's business. In the event issues arise during the term of the Collective Agreement where the Employer becomes concerned about the viability of a store, it is agreed that the Employer and the Union shall meet to specifically discuss measures that could be taken to address the concern. Upon request of the Union, the Employer will provide, in confidence, full financial disclosure for the store being reviewed to the two senior officials of the Union.

The Employer and the Union shall first examine measures within the Collective Agreement that could be taken. If necessary, the Employer and the Union shall have the authority to make amendments to the Collective Agreement. If no agreement can be reached on Collective Agreement amendments, the matter may be referred to final offer selection arbitration for final and binding resolution. The arbitrator shall consider similar provisions within this Agreement and the particular store(s) economic position in the local marketplace.

It is agreed that the time frame for the discussions described above, including the date of the presentations to the arbitrator shall be no longer than ninety (90) days from the commencement of the discussions. This time period may be extended by mutual agreement.

(b) At each Quarterly Review meeting the Employer and the Union will also discuss the potential of returning stores to the full Collective Agreement terms after the store or stores in question have operated on modified terms for a reasonable period of time.

The parties will discuss any changes in the general competitiveness of the industry in which the company carries on business and the local marketplace of the stores in question since the implementation of terms that vary from the full terms of the Collective Agreement.

If the changes have been sufficiently favorable to result in the full or significant competitive recovery of the store or stores in question, then the Employer and the Union shall discuss the possibility of returning the store or stores to the full terms of the Collective Agreement or some interim partial improvement, taking into consideration the resulting impact of any action taken on the future performance of the store or stores.

If the parties cannot agree on whether or not a change should occur and/or how and when the change should occur, then the matter shall be referred to final offer selection arbitration for final and binding resolution.

It is agreed that the time frame for the discussions described above, including the date of the presentations to the arbitrator shall be no longer than ninety (90) days from the commencement of the discussions. This time period may be extended by mutual agreement.

(c) If the parties refer matters to final offer selection arbitration under either (a) or (b) above, it is agreed that the arbitrator will be Vincent L. Ready, or another arbitrator by mutual agreement.

Renewed this _____ 1st _____ day of, _____ December _____, _____ 2022 _____.

On Behalf of the Union
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518

On Behalf of the Employer
SAVE ON FOODS LIMITED
PARTNERSHIP



Kim Novak, President

Ian Kato

Ian Kato, Director

LETTER OF UNDERSTANDING #3 – New and Replacement Stores

Ten Years Labour Peace as follows:

The Union and Employer agree that the following shall apply to all New and Replacement stores (including acquisitions) opened after date of ratification.

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

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

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

c) The Union agrees not to picket at any stores that meet the requirements of this provision. The Parties agree that this provision will be in full force for ten years at any New and Replacement (including acquisitions) store.

If in the future, the Employer acquires stores, the parties agree that this collective agreement shall be in effect upon date of acquisition. The parties shall meet to develop a transition plan.

Renewed this _____ 1st _____ day of, _____ December _____, _____ 2022 _____.

On Behalf of the Union
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518

On Behalf of the Employer
SAVE ON FOODS LIMITED
PARTNERSHIP



Kim Novak, President

Ian Kato

Ian Kato, Director

LETTER OF UNDERSTANDING #4 – New Departments

The parties recognize that the hiring of persons or movement of existing employees to staff new or changed functions may create situations where seniority rights, rate of pay and other matters need to be reviewed and resolved.

In the event the Employer introduces a new department or concept in consultation with the Union under the New Department language, the Employer may require the new classification or department to remain as a separate classification/department.

The parties have reviewed this matter in general terms during negotiations and specifically reserve the right to amend the Agreement during its life to resolve, on a mutually satisfactory basis, this matter.

Renewed this 1st day of, December , 2022 .

On Behalf of the Union
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518

On Behalf of the Employer
SAVE ON FOODS LIMITED
PARTNERSHIP



Kim Novak, President

Ian Kato

Ian Kato, Director

LETTER OF UNDERSTANDING #5 – Start-Up Agreement

In recognition that this Agreement is a start-up Agreement, both parties agree that upon request from either the Employer or the Union, the parties shall meet and resolve any and all outstanding problems in relations to the start-up Agreement which may include the amendment of existing contractual language.

Renewed this _____ 1st _____ day of, _____ December _____, _____ 2022 _____.

On Behalf of the Union
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518

On Behalf of the Employer
SAVE ON FOODS LIMITED
PARTNERSHIP



Kim Novak, President

Ian Kato

Ian Kato, Director

LETTER OF UNDERSTANDING #6 – Voluntary Severance

From time to time the Employer may decide to offer a voluntary severance payment to employees in certain stores and in certain classifications.

The decision to offer or not offer such a payment, the maximum number of employees it will be offered to, the minimum number of employees required to accept it, and the amount of such payment, are at the sole discretion of the Employer and any offer made will be on a without prejudice basis. The Employer reserves the right to withdraw the offer if the designated minimum number of employees do not accept it.

If the Employer does determine that an offer is to be made, the full details of the offer will be provided to the eligible employees with a copy provided to the Union. It is understood that employees will be given a reasonable period of time to consider the offer and to seek advice on it as they deem appropriate.

Acceptance of the offer is strictly voluntary and employees accepting it will be required to terminate their employment.

It is understood that hours of work that become available as a result of this offer will flow to other employees in accordance with the terms and conditions of the collective agreement.

Renewed this _____ 1st _____ day of, _____ December, _____ 2022 _____.

On Behalf of the Union
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518

On Behalf of the Employer
SAVE ON FOODS LIMITED
PARTNERSHIP



Kim Novak, President

Ian Kato

Ian Kato, Director

LETTER OF UNDERSTANDING #7 – Movement between Banners

This agreement shall apply in each banner of the **Save-On-Foods Limited Partnership** where this Letter of Understanding has been ratified.

The Employer and the Union shall meet after ratification of this Agreement to set out rules and procedures to facilitate the movement of employees from one banner to another.

This provision shall only be available to employees who are members of a Bargaining Unit.

An employee moving under this provision shall use their seniority date, both in the process of moving and for the scheduling of hours of work, in the store he or she moves to. Once the employee moves to the other banner store, the employee shall be covered by all of the terms of that banner’s collective agreement and will become a member of the Bargaining Unit covered by that collective agreement.

Renewed this _____ 1st _____ day of, _____ December _____, _____ 2022 _____.

On Behalf of the Union
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518

On Behalf of the Employer
SAVE ON FOODS LIMITED
PARTNERSHIP



Kim Novak, President

Ian Kato

Ian Kato, Director

LETTER OF UNDERSTANDING #8 – Travel Allowance Box (32)

The Company and Revenue Canada Taxation recognize the additional cost to travel associated with living in the North. As such, and is common with many other employees/employers in the region, one dollar (\$1.00) portion of the hourly wage rate per hour paid has been identified as “Travel in a Prescribed Area” amount. This amount of annual income will be entered in Box 32 of the employees’ T-4 Slip.

The parties agree to review the possibility of providing a lump sum amount in place of the hourly identified amount above, so long as it does not result in an additional cost to the Employer.

Renewed this 1st day of, December , 2022 .

On Behalf of the Union
UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL 1518

On Behalf of the Employer
SAVE ON FOODS LIMITED
PARTNERSHIP



Kim Novak, President

Ian Kato

Ian Kato, Director

November 24, 2022

**Terry Meyer
UFCW 1518
350 Columbia Street,
New Westminster, BC V3L 1A6**

Dear Terry,

Re: Commitment to Training

This letter reflects our agreement at the bargaining table regarding the Employer's commitment to training. The parties acknowledge the importance of training and agree to add training as an agenda topic for discussion during the Growing Our Future meeting.

Yours truly,

A handwritten signature in black ink, appearing to read "Neil Bordeleau". The signature is fluid and cursive, written in a professional style.

**Neil Bordeleau
Labour Relations Specialist
Save-On-Foods**

APPENDIX A – Classifications and Job Descriptions

Store Clerk & Full-Time Clerk

To perform all duties in the store. Employees may be assigned to work one or more departments during a shift and/or week provided the employee has completed the required training for the work to be performed. Clerks may be assigned to work in one or more of the following areas.

Produce	Floral	Grocery
Dairy	Frozen	Bakery
Delicatessen	Meat	Seafood
Non-Foods	Health and Beauty	Cashier
Customer Service	Ecommerce/Online Shopping	

Restaurant Clerk

To perform all duties in the Restaurant Department.

Pharmacy Assistant /Clerk

To perform all duties in the Pharmacy Department. Qualifications for this classification shall be as determined by the Employer. **Pharmacy Assistants and Pharmacy Clerks shall be permitted to participate in cross-department work, subject to the needs of the Pharmacy department.**

The above description of duties does not preclude the Employer from assigning employees to perform work outside their department, to ensure the smooth operation of the store, including providing services required by customers during peak production and business periods and short-term business rushes.

APPENDIX B – WAGE SCALE

Employees designated as a “Qualified” Pharmacy Assistant shall be required to have either a Pharmacy Assistant certification, or equivalent experience in a dispensary, as determined by the Employer. Newly hired Qualified Pharmacy Assistants may be classified according to previous experience, up to a maximum of 4,160 hours on the new Pharmacy Assistant wage scale.

Pharmacy Assistant Wage Scale:

Steps	Hours		SAR 2022 Wage Scale
1	0	520	\$19.25
2	521	1040	\$19.75
3	1041	1560	\$20.25
4	1561	2080	\$20.75
5	2081	2600	\$21.00
6	2601	3120	\$21.50
7	3121	3640	\$22.00
0	3641	4160	\$22.35
9	4161	4680	\$22.95
10	4681	5200	\$23.45
11	5201	5720	\$23.95
12	5721	6240	\$24.50

Effective October 27th, 2024, using the April 1st, 2024, rates of pay, all active Full-Time and Part-Time Clerks on the former Appendix B – Wage Scale shall be placed at the next highest rate of pay for their respective classification on the 2024 Wage Scale. The employees’ hours will reset to match their new corresponding Step. An employee’s hours worked from April 1st, 2024, to the October 27th, 2024, shall be applied to their experience hours after the hours reset. Employees will progress up each step with every 520 hours of work thereafter. There will be no backpay for the hours worked between April 1st, 2024, and October 27th, 2024.

Example: A Full-Time Clerk who was at \$18.90/Step 12 (5721 – 6240 experience hours) on April 1st, 2024, shall be placed at \$19.00/Step 5 and have their hours reset to 2081. Between April 1st, 2024, and October 27th, 2024, the employee worked 1200 hours which shall be added to the 2081 hours and place the employee at \$19.40/Step 7 with 3281 experience hours.

Effective October 27th, 2024, Assistant Department Managers on Steps 1 to 17 on the former Appendix B – Wage Scale will slide over to the 2024 Wage Scale and receive the corresponding new rate. The employee will not have their hours reset and will progress up each step with every 520 hours worked.

Effective October 27th, 2024, Assistant Department Managers on Steps 18 to 26 on the former Appendix B – Wage Scale will slide over to the top rate (Step 17) and receive the corresponding rate of pay. The employee will not have their hours reset.

Full-Time Clerks and Part-Time Clerks hired between April 1st, 2024, and October 27th, 2024, shall be placed on the 2024 Wage Scale effective their hire date and will continue to progress up each step with every 520 hours worked.

2024 Wage Scale

Step	Hours		Full-Time Clerk	Part-Time Clerk	Assistant Department Manager
Step 1	0	520	\$18.10	\$17.60	\$21.00
Step 2	521	1040	\$18.30	\$17.65	\$21.00
Step 3	1041	1560	\$18.50	\$17.75	\$21.00
Step 4	1561	2080	\$18.80	\$17.85	\$21.00
Step 5	2081	2600	\$19.00	\$17.95	\$21.00
Step 6	2601	3120	\$19.30	\$18.05	\$21.00
Step 7	3121	3640	\$19.40	\$18.15	\$21.00
Step 8	3641	4160	\$19.50	\$18.25	\$21.00
Step 9	4161	4680	\$19.60	\$18.35	\$21.25
Step 10	4681	5200	\$19.70	\$18.50	\$21.50
Step 11	5201	5720	\$19.80	\$18.75	\$21.75
Step 12	5721	6240	\$20.00	\$19.00	\$22.00
Step 13	6241	6760	\$20.20	\$19.25	\$22.25
Step 14	6761	7280	\$20.40	\$19.50	\$22.50
Step 15	7281	7800	\$20.60	\$19.75	\$23.00
Step 16	7801	8320	\$20.80	\$20.00	\$23.50
Step 17	8321	8840	\$21.00	\$21.00	\$24.00

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