

UNOFFICIAL UNSIGNED DRAFT
Errors and Omissions Excepted

COLLECTIVE AGREEMENT

BETWEEN

TOBER ENTERPRISES (1979) LTD.

AND:

UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 1518

Duration: March 30, 2008 – March 31, 2013

Ratified by Membership Vote April 20, 2009

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MEMORANDUM OF AGREEMENT made this 20th day of APRIL, 2009.

BY AND BETWEEN: **TOBER ENTERPRISES (1979) LTD.**, a body corporate carrying on business 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;

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

Section 1 - BARGAINING AGENCY

- (a) The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all employees in the present and future retail establishments owned and/or operated by the Employer in the Cities of Vancouver, North Vancouver, New Westminster, White Rock and Victoria; the Towns of Port Coquitlam, Port Moody, Sidney; the Municipalities of Burnaby, West Vancouver, Coquitlam, Richmond, Delta, Surrey, Oak Bay, Esquimalt, Saanich and Central Saanich; the District of North Vancouver and Colwood; and unorganized territories surrounding Victoria, with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement, except and excluding Bakery Production Workers who may be under separate certification and employees working in the Meat Department. If additional retail food establishments are acquired by the Employer in the areas described herein, all terms and conditions of this Collective Agreement shall apply to such establishments and shall be binding on the parties hereto.
- (b) Further, in the event the Employer has more than ten (10) stores within the Bargaining Unit, it is agreed that the Union shall allow the Employer to split the stores into two (2) separate zones, and within the four (4) months immediately preceding March 31, 2003, only, deliver notice to commence negotiations for employees within either the Zone 1 or the Zone 2 Bargaining Unit, but not for both. The Union and the Employer agree that amendments negotiated for employees within the one Bargaining Unit shall apply to employees in the other Bargaining Unit. It is agreed that both Bargaining Units will never be struck or locked out at the same time during any collective bargaining to conclude a revision or renewal of this Agreement.
- (c) The Union will notify the Employer within one (1) year, but not less than six (6) months, prior to the expiry of the Collective Agreement as to which Bargaining Unit Zone the Union intends to bargain.

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The remaining Bargaining Unit Zone shall be subject to all terms and conditions negotiated, subject to ratification by the membership.

Section 2 - UNION SHOP

- (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 nonmembers, 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 his or her responsibility in regard to union membership and outlining the provisions of Section 7(g) of this Agreement, 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 Employer will have new employees sign the Check-off 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 names of all employees who have terminated their employment during the previous month.
- (c) The Employer agrees to not employ persons who have a full-time job with another Employer. The onus of bringing violations of this Subsection to the attention of the Employer shall rest upon the Union.

Section 3 - DEDUCTION OF UNION DUES

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 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 4 - CLERKS WORK CLAUSE

Subject to exclusions in Section 1 of this Agreement, all work in the handling and selling of merchandise in the retail stores of the Employer shall be performed only by employees of the Employer who are in the

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Bargaining Unit and who are members of the United Food and Commercial Workers Union, Local 1518, with the following exceptions:

- (1) Supervisory and Specialist Personnel of the Employer.
- (2) Rack Jobbers. Upon achieving the target ratio of fifty-fifty (50/50) in any store, the Employer shall not allow Rack Jobbers to perform any work in that store. Such work shall be performed by members of the Bargaining Unit.
- (3) Salespersons handling bakery specialties products (if merchandise is carried in the truck).

The term "Salespersons handling bakery specialties products" is meant to be similar in concept to the term "Rack Jobber" and covers such operators as Mrs. Willman's and Rotary Pies, but neither the term "Rack Jobber" nor the term "Salespersons" of bakery specialties products is considered to mean bread driver salespersons such as Weston's, Mother Hubbard's or Venice. However, it is permissible for Driver Salespersons of these companies to stock sweetgoods products such as butterhorns, cakes, doughnuts, etc., providing such products are carried with them in their trucks.

- (4) Demonstrators
- (5) Special Personnel assisting prior to the store opening and during major store remodelling.
- (6) Special displays (not built of product or merchandise) may be built, designed and decorated by salespersons, provided that initial stocking and replenishing of product or merchandise shall be performed by employees of the Employer.

"Salespersons" for purposes of this Section shall mean persons other than employees of the Employer.

Salespersons or driver salesmen in the employ of Soft Drink Distributors may only sort and pick up their company's returns in the course of their duties for their Employers.

Kraft Foods Representatives may remove their own Company's off-code product unsuitable for sale from shelves or display cases and put such off-code product in a shopping buggy. Once the off-code product is in a buggy, it must then be handled by a retail clerk. This means that a retail clerk must either wheel the buggy into the back room or out to the Kraft Representative's car - whichever is desired. Also, any replacement of Kraft stock must be done by a retail clerk. If the Kraft Representative wishes to make an immediate replacement of stock, such stock shall be put into the stock room and retail clerks shall place it on the shelf or in the display case. To further ensure compliance by Kraft Foods Salesmen with the immediately preceding paragraph, the Employer hereby agrees to write to Kraft Foods Ltd., advising them of the permitted scope of their activities in the Employer's stores, and further, informing them that salesmen who violate the provisions of the foregoing paragraph will be excluded from the stores of the Employer concerned.

- (7) Truck Drivers as per Letter of Understanding.
- (8) In the event that there are major Section changes due to the introduction of new product lines, the Employer may use outside help to initially stock the new product only. This outside help would set up the space allocation for the existing product to be replaced.

Penalties for violation of this clause:

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When there is a violation of the clerks work clause in any one 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.

Where no violation occurs for a period of twelve (12) months following a written warning or from the date of the last fine, the Employer shall be entitled to another written warning from the Union.

Where the Employer has been fined, such fine is to be dispatched to William Mercer Limited who will notify the Union of receipt of such fine and the particulars in respect to which violation the fine was paid. William Mercer Limited will deposit the monies into the UFCW Industry Pension Plan.

Section 5 - BASIC WORKWEEK - ACCUMULATED TIME OFF - STATUTORY HOLIDAYS

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.

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 (1½).

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

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.

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(b) Accumulated Paid Time Off (A.T.O.)

Regular full-time employees shall accumulate paid time off at the rate of four (4) hours for each basic workweek completed. This clause does not apply to Service Clerks, Clerk II's or Specialty Department Clerk II's. Basic workweeks shall be those described in this Subsection and shall also include time off due to jury duty and witness duty as set out in Section 8(t), and funeral leave as set out in Section 8(y), provided the employee has actual hours worked in the week.

As of April 26, 2009, new employees will accumulate ATO's when becoming full-time.

Restricted employees who lift their restriction and are able to proceed to full-time status based on their seniority, shall not be required to meet the full-time status requirement (forty (40) hours per week for eight (8) weeks) of the Collective Agreement.

It is understood where the above causes a junior full-time employee to be reduced to part-time status, this reduction is not a reduction by the Employer.

Days off with pay as a result of accumulated paid time off shall, in the week in which they are taken, be considered as hours of that basic workweek.

Full-time employees shall accumulate the four (4) hours per week A.T.O. on all weeks of vacation if eligible.

When an employee has accumulated eight (8) hours, he or she shall receive a day off with pay scheduled by the Employer within the next four (4) weeks, such day to be combined with an employee's regular day off when it does not interfere with the operation of the store.

A.T.O. accumulation can vary to a maximum of plus or minus twenty (20) hours in employee A.T.O. bank.

Employees shall not be required to take an A.T.O. day if they are minus twenty (20) hours of A.T.O.

The plus/minus A.T.O. number may be altered by mutual agreement between the employee and the Employer.

A.T.O. and Lateness: If an employee is chronically late and has been formally notified by management that further incidents of being late will result in loss of A.T.O., then A.T.O. may be cancelled for that week.

Sunday can be considered as a "regular day off" for purposes of combining days off.

An employee who terminates or is terminated, or reverts or is reverted from full-time to part-time status, or who is promoted out of the jurisdiction of the Union, shall receive payment for any hours of paid time off accumulation that he or she is entitled to at the time of his or her termination or promotion out of the jurisdiction of the Union.

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

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"Replacement hours" shall be those hours that an employee works or is assigned that would normally be worked by another employee were it not for the latter's absence due to illness, vacation, leave of absence, Workers' Compensation, Weekly Indemnity or other contractual absence. The employee shall be advised when he or she works or is assigned replacement hours.

In the event that an employee working more than thirty-six (36) hours per week for the required period alleges that he or she is being prevented from working forty (40) available hours, he or she may request an explanation from the store manager concerned. If he or she is not satisfied with the explanation, the Union may lodge a grievance in accordance with Sections 17 and 18 to determine whether or not the employee should be working forty (40) hours per week.

Employees will be advised of their A.T.O. entitlement on a weekly basis in writing, according to current or developed practices.

(c) Statutory Holidays

The following days shall be considered statutory holidays:

New Year's Day, Good Friday, Empire Day, Dominion Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments, provided that all other major retail grocery stores close on any such holiday proclaimed, and further, that in the case of a statutory holiday proclaimed by a Municipality, only those stores of the Employer in that Municipality shall be affected by the requirements of this Section.

Commencing with their fifth (5th) week of employment, employees shall receive the following statutory holiday pay:

- For employees hired prior to ratification of the 1990 Collective Agreement, ratified June 5, 1991, average hours worked in four (4) weeks preceding the week in which the holiday occurs:

Sixteen (16) but less than twenty (20)

- Four (4) hours pay for each holiday

Twenty (20) but less than thirty-two (32)

- Six (6) hours pay for each holiday

Thirty-two (32) hours or more

- Eight (8) hours pay for each holiday

- For employees hired after ratification of the 1990 Collective Agreement, ratified June 5, 1991, average hours worked in four (4) weeks preceding the week in which the holiday occurs:

Twenty (20) but less than twenty-four (24)

- Four (4) hours pay for each holiday

Twenty-four (24) but less than thirty-two (32)

- Six (6) hours pay for each holiday

Thirty-two (32) hours or more

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- Eight (8) hours pay for each holiday

For purposes of determining statutory holiday pay entitlement for full-time employees, all paid time off and hours absent due to sickness or accident, not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident, shall be counted as hours worked if the full-time employee would have been scheduled to work such hours they were absent.

For purposes of determining statutory holiday pay entitlement for part-time employees, hours spent on paid vacation and hours paid for statutory holidays shall count as time worked. Should the "four (4) weeks preceding the week in which a holiday occurs" include time off without pay which is connected with vacation pay received at some other time of the year, then the "four (4) week test" shall not include such absence. In this case, the "four (4) weeks" shall be the last four (4) weeks excluding such absences.

All work performed on a statutory holiday shall be paid for at the rate of time and one half (1½) the employee's rate of pay and, where so entitled, the employee shall also receive pay for the statutory holiday.

If an employee is eligible for statutory holiday pay while on Weekly Income benefits, Workers' Compensation or sick leave, it is understood and agreed that the maximum amount of pay that he or she will receive from such sources for any particular day shall not be more than one hundred percent (100%) of his or her normal daily pay.

By the employee's choice and mutual agreement of the Employer, statutory holidays may be scheduled in the week prior or the week following the week in which the statutory holiday occurs. Further, it is agreed rescheduled statutory holidays will be scheduled with a day off or A.T.O.

(d) Posting of Schedules

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

Full- and Part-Time Employees:

The Employer shall post the weekly work schedule for all employees not later than three (3) 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 his or her 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 nonschool day.

Service Clerks must be notified the day before of any change to his or her schedule or be given an additional two (2) hours pay.

It is understood that this clause does not apply to casual employees.

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(e) Requested Time Off Calendar

A Time Off Calendar will be posted in the same location as posted schedules. Prior to the posting of schedules, employees may request time off on the calendar provided for this purpose. Where possible, employees granted time off shall not have their hours of work for the week reduced. It shall be optional for the Employer to reduce their hours or days for any request made and granted after the posting of the work schedule.

(f) Consecutive Day Off:

The Employer shall schedule consecutive days off for all full-time employees. In addition, wherever practical, A.T.O. days shall also be scheduled with consecutive days off. In consultation with Store Management or the Department Head, where it can be demonstrated by the Shop Steward that scheduling of consecutive days off with A.T.O. can be accomplished without an adverse affect on the operation of the department, the Employer shall do so. In consultation with Store Management or the Department Head non-consecutive days off may be arranged by mutual agreement between the employee(s) provided it does not result in any other employee(s) not getting consecutive days off.

Where it can be demonstrated by the Union that the scheduling of consecutive days off and A.T.O. can be accomplished, the Union and the Employer shall meet to determine a method of solution.

It is understood that if a penalty is paid under Section 5 (c), then no penalty shall be paid under Section 7 (e).)

(g) Short Notice Call-in

It is agreed that in recognition of the Employer's difficulties in re-scheduling on "short notice" illnesses and also the resulting frustrations and disruption suffered by present employees continually having their posted schedules changed, all first-day, short-notice illness or accident employee absences of pre-1998 employees not scheduled that day, or in the event there are no unscheduled employees, post-1997 employees. On the second and subsequent days of confirmed absence due to illness, accident or for any other reason, the hours shall be scheduled as per present practice.

"Short notice" is defined as when an employee notifies the Employer shortly before beginning of his or her shift that he or she shall not be at work that day as a result of accident, illness or injury. Short notice also covers any calls that the store receives after 5:00 p.m. the afternoon prior to scheduled shifts that start before noon the following day. This agreement anticipates "short notice" to mean notice given within a few hours of the shift commencing, which would result in the management of the store experiencing extreme difficulties in finding a replacement by the normal method, without changing the schedule.

Basically, "short notice" delineates a time period familiar to the Parties and construed to be a day.

(h) 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. Agreement and withdrawal of same shall only take place once during the life of the Collective Agreement.

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

(i) 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.

(j) 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 defined as any shift ending at 8:00 p.m. or later.**

(k) 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 (1½) 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 penalty applying.

(l) Meal Periods

Meal periods shall be one (1) hour unless a lesser time is mutually agreed upon. Meal periods shall be scheduled not later than the commencement of the employee's shift and normally will commence between the hours of 11:15 a.m. and 1:30 p.m. It is understood this schedule shall be inoperative under unusual circumstances.

Employees who work an eight (8) hour shift shall have a meal period to commence not earlier than three (3) hours or later than five (5) hours after commencement of the shift; however, when such employees commence their shift between 12:00 noon and 1:30 p.m., their meal period shall not be scheduled prior to 4:30 p.m. Part-time employees working over five (5) hours but less than eight (8) hours shall be entitled to a thirty (30) minute meal period.

Clerk Cashiers have the option of taking a fifteen (15) minute unpaid rest period either with or separate from an existing fifteen (15) minute paid rest period. This may be taken in lieu of the thirty (30) minute unpaid meal period. The employees will notify management of their option to ensure efficient scheduling.

(m) Rest Periods

All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of four (4) hours but not more than six (6) hours shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or the end of a meal period. Rest periods shall not begin less than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

Clerk Cashiers working more than a four (4) hour shift but not more than a five (5) hour shift shall have the right to a fifteen (15) minute unpaid rest period either with or separate from the existing fifteen (15)

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minute paid rest period. The employees will notify management of their option to ensure efficient scheduling.

Times for Clerk Cashiers' rest periods shall be set out by the Employer on a sheet which shall be available for Clerk Cashiers to review prior to the commencement of their shifts. Such times can be altered by Management (within the confines of Section 5 [m]) should the need arise.

The Employer will schedule rest periods for Clerk Cashiers on the checkstand so that no Clerk Cashier shall be scheduled to work more than three (3) consecutive hours. The parties recognize that rest periods may be delayed due to unexpected business fluctuations.

(n) Time Clocks

Time clocks are to be installed in all stores. The Employer shall provide each store with a time clock in order to enable employees to record their time for payroll purposes. Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods. Employees who fail to record all time worked in the manner required by this Subsection shall, upon complaint of the Union, be disciplined as follows:

1st violation

- one (1) week suspension without pay

2nd violation

- two (2) weeks suspension without pay

3rd violation

- termination of employment

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

Any such dispute shall be subject to the grievance and arbitration Sections of this Agreement. Any employee terminated for the above reasons shall not be entitled to notice or pay in lieu of notice under Section 13 of this Agreement.

Management agrees to assume its full responsibility in seeing that all employees are compensated for all time worked. Management personnel who deliberately violate this provision shall be disciplined by the Employer.

(o) Overtime Pay

All time worked in excess of the basic workweek, as defined in Paragraphs (a) and (b), or the regular working day scheduled by the Employer, shall be paid at the rate of time and one half (1½) the regular rate. Compensating time off shall not be given in lieu of overtime pay. A part-time employee working on more than five (5) days in one (1) week shall be paid at the rate of time and one half (1½) for work performed on the sixth (6th) day. Time worked after 6:30 p.m. on Christmas Eve and New Year's Eve shall be paid for at double time.

All hours worked over ten (10) in any one (1) day shall be paid at double the basic rate.

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All hours worked over forty-eight (48) in any one (1) week shall be paid at double the basic rate.

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

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

(p) Overtime - Rest Period - Lunch Money

If an employee is required to work more than one (1) hour but not more than two (2) hours overtime, he or she will be given a fifteen (15) minute paid rest period.

If an employee is required to work more than two (2) hours overtime, he or she will be given the same fifteen (15) minute paid rest period mentioned in the above paragraph and in addition receive a five dollar (\$5.00) meal allowance.

This provision applies to overtime in excess of an eight (8) hour day. It is understood that all overtime of less than four (4) hours shall be continuous with the end of the shift, with the exception of a meal period where one is given as defined above.

(q) Sunday Work

For employees hired before ratification of the 1990 Collective Agreement, ratified June 5, 1991, all work performed on Sunday shall be paid at straight time rates plus a premium of one dollar sixty cents (\$1.60) per hour (eighty cents [80¢] for each full half hour worked), except that Service Clerks shall receive a premium of one dollar (\$1.00) per hour (fifty cents [50¢] per half hour).

For purposes of the Collective Agreement, Sunday is considered the first (1st) day of the basic workweek and in the event an employee worked in excess of the basic workweek, as set out in Subsection (a), the last such day or days worked in such weeks shall be considered as the day or days for which overtime applies.

- (1) Work on Sunday shall be voluntary.
- (2) Sunday work shall be considered as "available hours" as set out in Section 14 (d), and shall be offered according to seniority.
- (3) Employees shall notify management at the beginning of each two (2) month period of their availability to work on Sundays.
- (4) If sufficient employees are not available to work on Sundays, the Employer shall have the right to schedule hours according to "reverse seniority", provided the employee has the ability to perform the work required.
- (5) Notwithstanding the foregoing, it is understood that the Employer may require "key personnel" to work on Sundays.

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(r) Shift Differential (Night Premium)

Employees hired prior to ratification of the 1990 Collective Agreement, ratified June 5, 1991, who are required to work between the hours of 6:00 p.m. and 8:00 a.m. of the following day shall receive a differential at the rate of one dollar (\$1.00) per hour (fifty cents [50¢] for each full half hour worked) in addition to their regular hourly rate. It is agreed that an employee commencing a shift at 7:00 a.m. or between 7:00 a.m. and 8:00 a.m. shall not be entitled to this differential between 7:00 a.m. and 8:00 a.m. During hours that the store is open to the public, this differential shall not apply to students and part-time 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.

(s) 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 (1½) for time worked prior to the expiry of the ten (10) hour interval. **If there is mutual agreement for a period of less than ten (10) hours (but no less than eight (8) hours) between shifts, the employee shall not be entitled to time and one half.**

Shift interval may be decreased to eight (8) hours only by mutual agreement.

(t) Consecutive Day Limit

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

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

(u) 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 17 of this Agreement.

(v) Night Stocking

Where two (2) or more employees are working on a night shift in a store where regular or systematic night stocking is in effect and there is not a premium rate clerk, assistant manager or management personnel in charge, the person in charge shall not be compensated at less than the Lead Hand rate which shall be forty-five cents (45¢) per hour over the employee's regular rate. Effective November 20, 1988, the rate shall be one dollar (\$1.00) per hour over the employee's regular rate.

The following rules shall apply to night stocking:

- (1) Night stocking shifts shall commence at 12:01 a.m. five (5) nights per week except as hereinafter provided.
- (2) As an alternative to point number (1) above, one 12:01 a.m. shift may be worked on any night of the week with the remaining shifts falling within the time outlined in point number (3).

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- (3) Shifts not commencing at 12:01 a.m. shall start on or after 5:00 a.m. and shall end before 12:00 p.m.
- (4) An employee's shift during one (1) week shall fall within the same eighteen (18) hour span.
- (5) Employees regularly assigned to stocking shifts while the store is closed for business shall be rotated to a shift every two (2) months which does not involve regular night stocking unless otherwise mutually agreed in writing between the employee and the Employer (a copy to be sent to the Union). If this is not practically possible in certain stores, the Employer and the Union representative will discuss alternatives that may provide a fair rotation system.
- (6) Senior employees whose years of service plus age equals 70, may opt out of night stocking crew, subject to operational requirements.

The Employer agrees to schedule stocking crews consecutive days of work wherever possible, subject to the operational needs of the store. Where it can be demonstrated that the scheduling of consecutive days of work can be scheduled, the Union and the Employer shall meet and determine a method of solution.

The above shall be subject to emergencies as defined in Section 5 (d) of this Agreement.

No Clerk shall be required to work alone on the premises on night shift.

Section 6 - CLASSIFICATION OF EMPLOYEES

(a) General Clerks

To perform any duties assigned in the store, except as provided herein (a).

Shall not be reduced in classification when assigned to duties listed under other categories.

The Employer agrees not to assign General Clerks to perform checkstand duties but both parties recognize that General Clerks may be required to perform these functions in the following circumstances:

- For relief for meal or rest periods.
- Unscheduled absences of staff.
- Due to business emergencies.

Business emergencies are defined as unexpected increases in customer business. This exception cannot be justified where it is used on a regular basis.

The Employer agrees not to make changes in the assignment of General Clerk duties that will have a significant negative effect on the number of hours worked by Clerk Cashiers.

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If the Union feels that changes have taken place contrary to the above, the Union and the Employer shall meet to discuss the problem.

If the parties cannot agree to a solution to the problem, either party may refer the matter under Section 112 of the Labour Code.

(b) Clerk Cashiers

Duties restricted to following:

1. Checkstand duties.
2. Price changes, but not to include case lots, floor displays or end displays.
3. Office work.
4. Stocking in the checkstand area.
5. Cleaning and housekeeping duties relating to checkstand, snack bar or bakery counter.
6. Snack bar duties.
7. Bakery counter **and Bake-Off Bakery** duties.
8. Bulk foods (but not to include stocking).
9. File maintenance duties.

It is agreed that General Clerks currently performing file maintenance duties shall be "red circled" and that when the current General Clerks are replaced, they shall be replaced by Clerk Cashiers.

Clerk Cashiers who perform duties other than those listed under the Clerk Cashier classification shall be paid at the General Clerk rate for all such time so spent.

(c) Utility Clerks

Duties restricted to clean-up duties of all kinds and the handling of shopping buggies. Clerks in this classification are not permitted to stock shelves.

(d) Service Clerks

Duties restricted to the following:

1. Wrapping groceries and taking them to customers' vehicles and collecting shopping buggies.
2. Completing bottle refunds, sorting bottles (at the front of the store), and taking empty bottles to back of store. The Union and the Employer reserve the right to amend the location for sorting bottles on a store-by-store basis.
3. Stock bags or boxes in checkstand area.

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4. Clean in checkstand area (including sweeping only of the checkstand).
5. Price checks and return of perishable goods only from checkstand (but not to include stocking).
6. Cleaning parking lot.
7. Clean spills and breakage.
8. Change reader board and window banners.
9. Getting change for Clerk Cashiers.
10. Pick up all items from sales area for customers going through checkstand.
11. Water, cleaning, stock and arranging outside garden area.

Service Clerks in IGA #2 to:

- Sweep entire sales floor.
- Return all goods from checkstand area to sales floor.
- Change lightbulbs.
- Assist in hanging special signage.

Penalties for violation of Service Clerk duties:

(i) Service Clerk

1st violation

- written warning from Union

2nd violation

- two (2) weeks suspension without pay

3rd violation

- termination of employment

(ii) Bargaining Unit Employee: Directing Service Clerk to violate rules re Service Clerk duties:

- Same penalties as Service Clerk (i) above.

(iii) Nonbargaining Unit Person: Directing Service Clerk to violate rules re Service Clerk duties:

1st violation

- written warning from Union

2nd violation

- five hundred dollar (\$500.00) fine

3rd and subsequent violations within a twelve-month period of the date of the last violation will result in fines of one thousand dollars (\$1,000.00) for each violation. Where twelve (12) months has elapsed from the date of the written warning or the last fine without infraction, the Employer is entitled to another notice.

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Where the Employer has been fined, such fine is to be dispatched to William Mercer Limited who will notify the Union of receipt of such fine and the particulars in respect to which violation the fine was paid. William Mercer Limited will deposit the monies into the UFCW Industry Pension Plan.

- (e) General Clerks, Utility Clerks or Clerk Cashiers who perform duties listed in (d) above shall not have their rate of pay reduced while assigned to perform such duties. Where Service Clerk duties are assigned to other classifications, no claim for available hours shall exist from Service Clerks.

(f) **Head Bookkeeper and Head File Maintenance Clerk**

A full-time Head Bookkeeper and a full-time Head File Maintenance Clerk will be appointed in each store subject to the following:

- 1. The person appointed by Management shall be from within the bargaining unit.**
- 2. Any vacancy for the lead positions shall be offered to all staff within the Clerk Cashier and Clerk II Cashier classifications.**
- 3. For all purposes except those stated above, the Head Bookkeeper and the Head File Maintenance person are considered to be part of the Clerk Cashier/ Clerk II Cashier classification.**
- 4. The Head Bookkeeper and the Head File Maintenance Clerk will have fifty cents (\$.50) added to their rate of pay.**

Section 7 - WAGES

- (a) 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 if an employee is receiving a wage rate or premium rate for night work which is in excess of the rates herein contained, such wage rates or premium rate for night work shall not be reduced by reason of the signing of this Agreement.

There shall be a bi-weekly payroll and availability of direct deposit /electronic fund transfer for interested employees. Each employee shall be provided with a statement of earnings and deductions for the pay period covered.

Upon request, an employee will be given an itemized explanation by the Store Management of the amount(s) shown in the "Premium Pay" and "Flat Adjustment" boxes of the Statement of Earnings and Deductions.

Travelling time for Utility Clerks travelling from store to store during working hours shall be paid for as time worked.

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WAGE SCHEDULE

<i>CLERK II - - New Hires</i>					
Accumulated Hours Worked	Apr 7/02 Rate	Mar 28/04 Rate	Mar 27/05 Rate	Apr 2/06 Rate	Apr 1/07 Rate
0 TO 520	\$8.69	\$8.69	\$8.69	\$8.69	\$8.69
521 TO 1040	\$8.94	\$8.94	\$8.94	\$8.94	\$8.94
1041 TO 1560	\$9.19	\$9.19	\$9.19	\$9.19	\$9.19
1561 TO 2080	\$9.44	\$9.44	\$9.44	\$9.44	\$9.44
2081 TO 2600	\$9.69	\$9.69	\$9.69	\$9.69	\$9.69
2601 TO 3120	\$9.89	\$9.89	\$9.89	\$9.89	\$9.89
3121 TO 3640	\$10.09	\$10.09	\$10.09	\$10.09	\$10.09
3641 TO 4160	\$10.29	\$10.29	\$10.29	\$10.29	\$10.29
4161 TO 4680	\$10.49	\$10.49	\$10.49	\$10.49	\$10.49
OVER 4680	\$10.69	\$11.04	\$11.39	\$11.74	\$12.09

<i>SPECIALTY DEPARTMENT CLERK II - New Hires</i>					
Accumulated Hours Worked	Apr 7/02 Rate	Mar 28/04 Rate	Mar 27/05 Rate	Apr 2/06 Rate	Apr 1/07 Rate
0 TO 520	\$8.39	\$8.39	\$8.39	\$8.39	\$8.39
521 TO 1040	\$8.94	\$8.94	\$8.94	\$8.94	\$8.94
1041 TO 1560	\$9.19	\$9.19	\$9.19	\$9.19	\$9.19
1561 TO 2080	\$9.44	\$9.44	\$9.44	\$9.44	\$9.44
2081 TO 2600	\$9.69	\$9.69	\$9.69	\$9.69	\$9.69
2601 TO 3120	\$9.89	\$9.89	\$9.89	\$9.89	\$9.89
3121 TO 3640	\$10.09	\$10.09	\$10.09	\$10.09	\$10.09
3641 TO 4160	\$10.29	\$10.29	\$10.29	\$10.29	\$10.29
4161 TO 4680	\$10.49	\$10.49	\$10.49	\$10.49	\$10.49
OVER 4680	\$10.79	\$11.14	\$11.49	\$11.84	\$12.19

Wage Settlement Package Ratified April 20, 2009

- 1. Wage scales will be the Safeway wage scales and all wage rates will be adjusted to reflect the 6¢ per hour difference in the wages that currently exists between Tober and Safeway.**
- 2. Except as noted below, all employees employed as of date of ratification shall receive a payment of fifty cents (50¢) per hour for all hours worked between March 30, 2008 and December 27, 2008.**
- 3. All employees employed as of date of ratification shall receive a payment of one dollar (\$1.00) per hour for all hours worked between December 28, 2008 and Sunday After Ratification (April 26, 2009).**

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4. All employees shall receive an off scale wage increase of \$1.50 per hour effective Sunday After Ratification (April 26, 2009).
5. Employees employed at Ratification in Clerk Cashier and General Clerk classifications shall receive off-scale wage increases of fifty cents (50¢) on the first Sunday of April 2010, 2011 and 2012.
6. Clerk Cashiers and General Clerks will then be required to work another 520 hours prior to receiving their next increase on the new Clerk Cashier and General Clerk pay scales.
7. The top rates of Clerk Cashier and General Clerk classifications will be increased by thirty cents (\$0.30) per hour on the first Sunday of April 2009, 2010, 2011 and 2012.
8. Start rates for these classifications shall be raised to maintain a twenty cent (20¢) differential with the top rate for Clerk II classifications.
9. Employees on Clerk Cashier and General Clerk classifications pay scales who are not at top rate at ratification shall remain on the current pay scales and continue to progress up the current pay scale until achieving the newly adjusted top rate.
10. Employees promoted to Clerk Cashier and General Clerk classifications wage scales after ratification shall be placed on the new Clerk – Cashier and General Clerk classifications pay scales which initially start at \$15.14 per hour and will progress up the wage scale for every 520 hours completed.
11. Due to the fact that the company raised starting rates for all employees last May, thereby increasing start rates to 75¢ per hour greater than Safeway and Overwaitea, all employees currently on staff who benefited from that increase will have a different lump sum payment calculation than that outlined noted in point 2) above. Their calculation will be the difference, if any, between the amount they earned over and above the rate of pay they would have received if the start rate had not been adjusted and 50¢ per hour worked. It is understood that none of the employees affected by this wage increase will be required to reimburse the company for any difference that may be in the employees favour.
12. Clerk II's employed at Ratification shall receive off-scale wage increases of fifty cents (\$0.50) per hour on the first Sunday of April 2010, 2011 and 2012.
13. Clerk II's will then be required to work another 520 hours prior to receiving their next increase on the new Clerk II pay scale.
14. In addition to the above, department managers will receive an additional 20¢ per hour increase in April 2010 and April 2011.
15. The sum of \$12,500 shall be divided among all employees who are not eligible for retro calculation as outlined in #2 and #11 above.

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GENERAL CLERKS AND CLERK CASHIERS (for employees who were not at top rate at Ratification)

Accumulated Hours Worked	SAR		SAR 2009 (Apr 26/09)		Apr 4/10		Apr 3/11		Apr 1/12	
	F/T	P/T	F/T	P/T	F/T	P/T	F/T	P/T	F/T	P/T
0 to 520	\$10.69	\$10.69	\$10.69	\$10.69	\$10.69	\$10.69	\$10.69	\$10.69	\$10.69	\$10.69
521 to 1040	\$11.19	\$11.19	\$11.19	\$11.19	\$11.19	\$11.19	\$11.19	\$11.19	\$11.19	\$11.19
1041 to 1560	\$11.91	\$12.74	\$11.91	\$12.74	\$11.91	\$12.74	\$11.91	\$12.74	\$11.91	\$12.74
1561 to 2080	\$12.70	\$13.59	\$12.70	\$13.59	\$12.70	\$13.59	\$12.70	\$13.59	\$12.70	\$13.59
2081 to 2600	\$13.52	\$14.47	\$13.52	\$14.47	\$13.52	\$14.47	\$13.52	\$14.47	\$13.52	\$14.47
2601 to 3120	\$14.29	\$15.29	\$14.29	\$15.29	\$14.29	\$15.29	\$14.29	\$15.29	\$14.29	\$15.29
3121 to 3640	\$15.51	\$16.58	\$15.51	\$16.58	\$15.51	\$16.58	\$15.51	\$16.58	\$15.51	\$16.58
3641 to 4160	\$16.71	\$17.86	\$16.71	\$17.86	\$16.71	\$17.86	\$16.71	\$17.86	\$16.71	\$17.86
4161 to 4680	\$18.25	\$19.50	\$18.25	\$19.50	\$18.25	\$19.50	\$18.25	\$19.50	\$18.25	\$19.50
Over 4680	\$22.44	\$23.85	\$22.74	\$25.15	\$23.04	\$24.45	\$23.34	\$24.75	\$23.64	\$25.05

GENERAL CLERKS AND CLERK CASHIERS (for employees promoted to Grid A after Ratification)

Accumulated Hours Worked	SAR		SAR 2009 (Apr 26/09)		Apr 4/10		Apr 3/11		Apr 1/12	
	F/T	P/T	F/T	P/T	F/T	P/T	F/T	P/T	F/T	P/T
0 to 520	\$15.14	\$15.14	\$15.14	\$15.14	\$15.44	\$15.44	\$16.04	\$16.04	\$16.34	\$16.34
521 to 1040	\$15.97	\$16.13	\$15.97	\$16.13	\$15.97	\$16.13	\$16.39	\$16.39	\$16.39	\$16.54
\$16.54	\$16.80	\$17.12	\$16.80	\$17.12	\$16.80	\$17.12	\$16.80	\$17.12	\$16.80	\$17.12
1561 to 2080	\$17.63	\$18.11	\$17.63	\$18.11	\$17.63	\$18.11	\$17.63	\$18.11	\$17.63	\$18.11
2081 to 2600	\$18.46	\$19.10	\$18.46	\$19.10	\$18.46	\$19.10	\$18.46	\$19.10	\$18.46	\$19.10
2601 to 3120	\$19.27	\$20.07	\$19.27	\$20.07	\$19.27	\$20.07	\$19.27	\$20.07	\$19.27	\$20.07
3121 to 3640	\$20.08	\$21.04	\$20.08	\$21.04	\$20.08	\$21.04	\$20.08	\$21.04	\$20.08	\$21.04
3641 to 4160	\$20.87	\$21.99	\$20.87	\$21.99	\$20.87	\$21.99	\$20.87	\$21.99	\$20.87	\$21.99
4161 to 4680	\$21.66	\$22.94	\$21.66	\$22.94	\$21.66	\$22.94	\$21.66	\$22.94	\$21.66	\$22.94
Over 4680	\$22.44	\$23.85	\$22.74	\$24.15	\$23.04	\$24.45	\$23.34	\$24.75	\$23.64	\$25.05

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Bakery, Produce and Assistant Managers

Produce Manager, Bakery Manager and Assistant Manager	SAR		SAR 2009 (Apr 26/09)		Apr 4/10		Apr 3/11		Apr 1/12	
	F/T	P/T	F/T	P/T	F/T	P/T	F/T	P/T	F/T	P/T
	\$26.56	\$27.85	\$27.26	\$28.55	\$27.96	\$29.25	\$28.46	\$29.75	\$28.96	\$30.25

Clerk II

Accumulated Hours Worked		SAR 09 Apr 26/09	Apr 4/10	Apr 3/11	Apr 1/12
0 to 520		\$ 9.69	\$ 9.69	\$ 9.69	\$ 9.69
521 to 1040		\$10.04	\$10.04	\$10.04	\$10.04
1041 to 1560		\$10.39	\$10.39	\$10.39	\$10.39
1561 to 2080		\$10.74	\$10.74	\$10.74	\$10.74
2081 to 2600		\$11.09	\$11.09	\$11.09	\$11.09
2601 to 3120		\$11.44	\$11.44	\$11.44	\$11.44
3121 to 3640		\$11.79	\$11.79	\$11.79	\$11.79
3641 to 4160		\$12.14	\$12.14	\$12.14	\$12.14
4161 to 4680		\$12.49	\$12.49	\$12.49	\$12.49
4681 to 5200		\$12.84	\$12.84	\$12.84	\$12.84
5201 to 5720		\$13.19	\$13.19	\$13.19	\$13.19
5721 to 6240		\$13.54	\$13.54	\$13.54	\$13.54
6241 to 6760		\$13.89	\$13.89	\$13.89	\$13.89
6761 to 7280		\$14.24	\$14.24	\$14.24	\$14.24
7281 to 7800		\$14.59	\$14.59	\$14.59	\$14.59
7801 to 8320		\$14.94	\$14.94	\$15.24	\$15.54
8321 to 8840				\$15.54	\$15.84
Over 8840				\$15.84	\$16.14

Post-1997 Service Clerks

Accumulated Hours Worked	SAR	SAR 09 Apr 26/09	Apr 4/10	Apr 3/11	Apr 1/12
0 to 520	\$ 8.94	\$ 8.94	\$ 8.94	\$ 8.94	\$ 8.94
521 to 1040	\$ 9.19	\$ 9.19	\$ 9.19	\$ 9.19	\$ 9.19
1041 to 1560	\$ 9.44	\$ 9.44	\$ 9.44	\$ 9.44	\$ 9.44
1561 to 2080	\$ 9.69	\$ 9.69	\$ 9.69	\$ 9.69	\$ 9.69
2081 to 2600	\$ 9.94	\$ 9.94	\$ 9.94	\$ 9.94	\$ 9.94
2601 to 3120	\$10.19	\$10.19	\$10.19	\$10.19	\$10.19
Over 3120	\$10.39	\$10.69	\$10.99	\$11.29	\$11.59

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**SCHEDULE OF HOURS FOR DETERMINING RATE INCREASES
FOR PART-TIME AND FULL-TIME* EMPLOYEES**

173 1/3 hours = 1 month	2,600 hours = 15 months
346 2/3 hours = 2 months	2,773 1/3 hours = 16 months
520 hours = 3 months	2,946 2/3 hours = 17 months
693 1/3 hours = 4 months	3,120 hours = 18 months
866 2/3 hours = 5 months	3,293 1/3 hours = 19 months
1,040 hours = 6 months	3,466 2/3 hours = 20 months
1,213 1/3 hours = 7 months	3,640 hours = 21 months
1,386 2/3 hours = 8 months	3,813 1/3 hours = 22 months
1,560 hours = 9 months	3,986 2/3 hours = 23 months
1,733 1/3 hours = 10 months	4,160 hours = 24 months
1,906 2/3 hours = 11 months	4,333 1/3 hours = 25 months
2,080 hours = 12 months	4,506 2/3 hours = 26 months
2,253 1/3 hours = 13 months	4,680 hours = 27 months
2,426 2/3 hours = 14 months	

* IN THE ACCUMULATION OF HOURS BY FULL-TIME EMPLOYEES FOR RATE INCREASES, HOURS TAKEN ON A.T.O. WILL BE ADDED TO HOURS ACTUALLY WORKED.

- (b) Service Clerks with over one (1) calendar year of service who transfer to other classifications, as provided in Section 14, shall receive credit for three (3) months' experience in that classification.
- (c) Produce and Assistant Managers will be paid the Produce or Assistant Manager's rate in stores where there are three hundred (300) hours per week or more worked in the Grocery (includes produce) Department for a period of four (4) consecutive weeks. The rate need not be paid after the hour requirement is not met in a four (4) consecutive week period until such time as the hour qualifications are again met.
- (d) Relief Rate

An employee relieving a Produce Manager, Bakery Manager, or Assistant Manager who is absent for two (2) or more full shifts (8 hours) shall be paid for such relief work for all time so employed at the Produce Manager's, **Bakery Manager's** or Assistant Manager's rate established in this Agreement. **Shifts do not have to be consecutive.**

Effective Sunday After Ratification (February 22, 2004), a Clerk II employee shall receive a relief rate of two dollars fifty cents (\$2.50) per hour for all time spent relieving the Produce Manager, Bakery Manager or Bistro Manager.

An employee temporarily relieving a store manager in a store other than his or her home store shall receive additional compensation at the rate of not less than fifty dollars (\$50.00) per week over the Assistant Manager's rate of pay for the basic workweek for all time so employed. All overtime will be computed at the relieving manager's rate. An employee relieving a store manager in the employee's home store shall, if relieving for more than two (2) days, receive additional compensation at the rate of not less than ten dollars (\$10.00) per day (paid retroactively to include the first two (2) days of absence) above the Assistant Manager's rate for the basic workweek for all time so employed unless otherwise

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provided by special memorandum attached to this Agreement. This does not apply to persons employed as full-time relief managers.

When an employee is assigned the responsibility of opening or closing the store, such employee will be designated by management and will receive fifty cents (\$.50) each full half hour for all time, provided no member of store management personnel is present. This is not paid during short-term breaks or absences by management, provided management returns from said absences.

(e) Minimum Hours

All employees shall be paid their regular hourly rate for each hour worked except where employed for less than four (4) consecutive hours per day, in which event they shall receive a minimum of four (4) hours pay.

The above regulations apply to students who work on a day which is not a school day or on a day on which the store is open for night shopping. A student who is called for work on a school day on which the store is not open for night shopping must work a minimum of two (2) hours or be paid for two (2) hours. A student who is called for work on a school day and upon reporting for work finds that his or her services are not required shall receive two (2) hours pay.

(f) For the purpose of computing rates of pay for part-time employees, one hundred seventy-three and one third (173 1/3) hours shall mean one (1) month of service.

(g) Credit For Previous Experience

All 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.

No previous experience will be considered unless it has been stated by the employee on his or her application for employment form. (This provision shall not apply where employees fail to indicate their previous comparable experience by agreement with management.) New employees having previous comparable experience may be paid at a lower scale of wage than their claimed experience calls for but not less than the minimum rate established by this Agreement for an evaluation period not to exceed forty-five (45) days from the date of employment, providing that if the employee's services are retained, then after the forty-five (45) day period they shall receive any difference between the evaluation rate paid and the rate for which their experience qualifies them retroactive to the date their employment started, and shall receive written notification showing the credit granted for previous experience. It shall be optional for the Employer to grant credit to those employees who are claiming previous experience if such employees have been out of the industry five (5) years or more.

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

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- (1) Provided the employee with the "New Employee" letter provided for in Section 2 (b) of this Agreement not later than two (2) weeks from the date of employment, and
- (2) Provided the employee with the written notification showing credit granted for previous experience within the forty-five (45) day period required by this Section, and
- (3) Provided the Union with a copy of the letter showing credit granted for previous experience within the same period, then no consideration will be given to any disagreement pertaining to credit for previous experience if presented later than sixty (60) days from the date of employment.

(i) Staff Meetings

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.

(j) 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 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.

(k) Cash Shortages

No employee may be required to make up cash register shortages unless he or she is 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 he or she has exclusive access to his or her cash.

(l) Learning Prices and Codes

Learning prices and codes shall be included in the employee's daily work schedule and shall be paid for in accordance with the terms of the Collective Agreement.

(m) Transfers

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

When an employee is transferred or moves to another store during his or her shift, he or she shall be paid for all time spent en-route from one store to another. In addition, the employee shall receive

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mileage in accordance with the Company's travel policy if the employee has a car, or bus fare **and a time allowance (at straight-time rates).**

All time paid under this clause is in addition to the shift scheduled and shall be paid at straight time rates.

Any employee requested to temporarily transfer outside of this Collective Agreement, shall receive the expense allowances as defined by the Employer. Such allowances to be discussed prior to the acceptance of the temporary transfer.

Section 8 - VACATIONS AND LEAVES OF ABSENCE

VACATION ENTITLEMENT

- (a) For the purposes of this clause all hours of actual work shall include all time absent on paid vacation, paid statutory holidays, paid Accumulated Time Off (A.T.O.), and time lost due to sickness or accident not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident with the Employer within a calendar year.

Effective January 1, 1993, should an employee fail to meet the one thousand four hundred and fifty (1,450) hour test or the one thousand seven hundred (1,700) hour test for vacation eligibility because of the L.O.A. provisions in the Collective Agreement (i.e.: T.A.B., Education Leave, One Year Leave, etc.) the year will be removed from the calculation of continuous years. This will bridge the prior continuous years of service for vacation purposes with the subsequent year(s) of service.

(Note: An employee absent due to sickness or accident in excess of thirty-nine (39) consecutive weeks shall earn "time" only as it relates to Subsection [b]).

Actual work shall also be deemed to include any period which an employee served in the armed forces during time of war or declared national emergency, provided that he or she was an employee of the Employer immediately prior to joining the armed services and resumed employment with the Employer immediately following his or her discharge. For purposes of paid vacation where the services of an employee are retained by a purchaser of the business, his or her services shall be deemed to be uninterrupted by the sale or purchase of the business and shall be deemed binding upon the purchaser.

A "year of service" for purposes of paid vacation shall mean one thousand seven hundred (1,700) hours of actual work.

A "calendar year" shall mean any period of time between January 1 and December 31 of the same year.

- (b) The following vacation schedule shall apply:
- Employees with one (1) "year of service" but less than three (3) consecutive "years of service" shall receive two (2) weeks vacation with pay annually.
 - Employees with three (3) or more consecutive "years of service" shall receive three (3) weeks vacation with pay annually.

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- Employees with eight (8) or more consecutive "years of service" shall receive four (4) weeks vacation with pay annually.
- Employees with thirteen (13) or more consecutive "years of service" shall receive five (5) weeks vacation with pay annually.
- Employees with eighteen (18) or more consecutive "years of service" shall receive six (6) weeks vacation with pay annually.
- Employees with twenty-three (23) or more consecutive "years of service" shall receive seven (7) weeks vacation with pay annually.

(c) Vacation pay for vacation provided in Subsection (b) of this Section shall be computed on the basis of forty (40) hours pay or one fifty-second (1/52) of the employee's earnings, whichever is greater, for the employee's calendar year prior to leaving on vacation, for each week of paid vacation to which the employee is entitled. Employees must take vacation to which they are entitled and cannot receive pay in lieu of vacation.

(d) Employees who work a minimum of one thousand four hundred fifty (1,450) hours in each calendar year for three (3) consecutive years but who do not otherwise qualify for three (3) weeks vacation with pay, shall be entitled each year in which they qualify to three fifty-seconds (3/52's) of their prior year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof.

Employees who work a minimum of one thousand four hundred fifty (1,450) hours in each calendar year for eight (8) or more consecutive years but who do not otherwise qualify for four (4) weeks vacation with pay, shall be entitled each year in which they qualify to four fifty-seconds (4/52's) of their prior year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof.

(e) All employees, who do not otherwise qualify for vacation time as indicated above will receive two (2) weeks vacation without pay in the calendar year following their date of hire and shall receive a vacation payout equal to two fifty-seconds (2/52's) of the employee's earnings in the previous calendar year.

(f) The pay to which an employee is entitled pursuant to Subsections (d) and (e) shall be paid to the employee not later than March 25th covering the calendar year ending December 31st of the previous year.

(g) Vacation entitlement is to be maintained for employees whose hours are reduced, either by themselves or the Employer. Such entitlement shall be to a maximum of five fifty-seconds (5/52's). Time off entitlement will be in accordance with the percentage entitlement.

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

Employees terminating their employment without the above notice shall receive no more than two fifty-seconds (2/52's) of earnings for vacations earned plus two fifty-seconds (2/52's) of earnings for any period since the end of the calendar year and date of termination.

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VACATION SCHEDULING

- (i) Vacation schedules, once approved by the Employer, shall not be changed except by mutual agreement between the employee and the Employer. Seniority shall apply in preference for vacations within a store. In cases where transfers of personnel into a store make the foregoing inoperable, the fairest alternate procedure shall be adopted.
- (j) Upon request, wherever possible, the Employer will schedule full-time employees the first day of the week after vacation as a day off. Furthermore, the employee's starting time for the first shift upon returning from paid vacation shall be written on the schedule prior to leaving on vacation.
- (k) Vacations must be taken in units of not less than one (1) week.
- (l) Two (2) weeks of an employee's paid vacation shall be consecutive and given during the regular vacation period - April 1 to September 30. However, employees entitled to five (5) or more weeks of vacation may take three (3) consecutive weeks of vacation during the regular vacation period except during the prime time of July and August unless otherwise mutually agreed.

Employees entitled to four (4) or more weeks paid vacation shall receive a minimum of two (2) of their additional weeks consecutively unless otherwise mutually agreed.

Once initial vacations have been selected during the regular vacation period (April 1 to September 30) subject to the operational needs of the store, any weeks in which no employee has chosen any vacations will be available for selection by seniority.

Vacations in excess of two (2) weeks are to be scheduled between October 1 and April 1 and at a time requested by the employee, provided three (3) months prior notice has been given by the employee.

- (m) These vacations may be scheduled between April 1 and September 30 by mutual agreement. **The foregoing shall not apply to the week that Christmas Day occurs and the two (2) weeks prior and the week following Christmas week. Should vacation time be made available during this "black-out" period, those vacation weeks shall be granted by seniority.**
- (n) When a statutory holiday occurs during an employee's vacation an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had he or she been working. Where an employee receives three (3) or more weeks vacation with pay and a statutory holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the Employer, an extra day's vacation with pay will interfere with vacation schedules or hamper operation.
- (o) Vacation Schedules must be finalized and posted by March 25 for that year.

VACATION - MISCELLANEOUS

- (p) Earned vacation pay shall mean vacation earned in accordance with Subsections (a) and (b) of this Section prior to the end of the calendar year.
- (q) Time spent on vacation shall be counted as time worked for purposes of qualifying for benefits under Section 9.

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- (r) Maternity Leave shall count for vacation purposes. **If vacation is outstanding from the previous year for those returning from Pregnancy and/or Parental Leave, the employee shall at her option take the vacation time immediately following the Maternity Leave regardless of what time of the year she returns.** Leaves of absence for union business relating to conventions and in the case of work in the union office shall count for the purposes of vacations for a period of twelve (12) months.
- (s) Full-time employees who wish to receive their vacation pay in advance of the normal time must notify the Employer, in writing, by Saturday of the week prior to the week in which the vacation pay is desired.

LEAVES OF ABSENCE

(t) Jury and Witness Duty Pay

An employee summoned to Jury Duty or Witness Duty, where subpoenaed by 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.

An employee's day(s) off will not be altered to circumvent the foregoing.

(u) Leaves of Absence

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

Upon three (3) months' notice, all employees shall be entitled to a one (1) year unpaid Leave of Absence after four (4) years of continuous service. Employees on such a Leave of Absence shall earn seniority.

- (1) This Leave of Absence is for one (1) year only.
- (2) Employees may return to work earlier than the scheduled end of the leave provided they give their Store Manager one (1) month's notice in writing of their early return to work date.
- (3) This Leave of Absence is only available once during an employee's career with the Employer.
- (4) While on this Leave of Absence an employee shall not take employment with any competitor in the food business. (Violation of this provision may result in termination.)
- (5) During the period of such Leave, the employee will be allowed to self-pay their pre-leave benefit status for M.S.P. and Life Insurance in advance.

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(v) Educational Leave

Employees shall be entitled to a one (1) year leave of absence every four (4) years of continuous service with the Employer shall be entitled to an educational leave of absence for up to one (1) year.

The following terms and conditions shall apply to such leaves:

- (1) One (1) employee per store at any one time shall be eligible for educational leave. In stores with more than forty (40) employees, two (2) people per store will be entitled to educational leave.
- (2) Written application for the leave shall be coordinated through the Human Resources Department. Notification of the person going on leave shall be provided to the store, Union and employee involved.
- (3) Seniority shall be the determining factor in scheduling the leave.
- (4) Such leave will be granted on a one time only basis per employee.
- (5) The employee must be attending an accredited educational institution. The parties reserve the right to discuss and resolve the application of this in any particular case.
- (6) While on leave the employee shall not take employment with any competitor in the food business. (Violation of this provision may result in termination.)
- (7) It is understood a person on leave could be offered minimal part-time work with the Employer without seniority or rights to such work, for the duration of the leave.
- (8) The period of time off will not count towards time worked for vacation entitlement.
- (9) One (1) month's notice of return to work must be given to the Employer unless a return date has been established prior to leaving.
- (10) During the period of such Leave, the employee will be allowed to self-pay their pre-leave benefit status for M.S.P. and Life Insurance in advance.

The parties desire to have this new provision complied with in spirit and intent. Any abuse, violations or conflicts arising from it will be discussed between the parties before any action is taken.

(w) Take-A-Break Leave of Absence (TAB)

Employees with two (2) years or more of continuous service are entitled to apply for Take-A-Break 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 such leaves must be in writing and are subject to the approval of the Store Manager and Human Resources Department. Every effort should be made to provide as much notice as possible.
2. Requests for Take-A-Break (T.A.B.) Leave of Absence will be granted to all employees provided there is another available employee in the store.

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3. The Employer shall maintain Health and Welfare coverage for full-time employees during T.A.B. up to a maximum of eight (8) weeks per calendar year but not in excess of two (2) calendar weeks per calendar quarter.

4. Scheduled vacation time shall take precedence over the granting of Take-A-Break leave of absence.

(x) The Union and the Employer agree that eligible employees may pyramid leaves of absence referenced above to a maximum of two (2) years. For example, an employee may take a one (1) year Educational Leave immediately followed by a Take-A-Break Leave. There is no requirement to return to work between leaves.

(y) Funeral/Bereavement Leave

In the event of death of a 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, the Employer will grant up to three (3) paid days compassionate Leave of Absence. This leave will be granted to attend the funeral and such time off must be taken at the time of bereavement **or the time of service**.

In the event of death of spouse, father, mother, child, brother, sister, the employee shall be entitled to one (1) week's leave of absence with pay at the time of bereavement. It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks. **The family members listed in this paragraph include "step" family members, for example, father also includes step-father.**

Time off due to the death of a member of an employee's family must be taken at the time of the bereavement **or the time of service**. An employee's day off will not be altered to circumvent funeral leave provisions. This leave may be extended **for up to five (5) working days**, with the agreement of the Employer, by using vacation time, A.T.O., R.T.O., or T.A.B.

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

(z) Pregnancy Leave

1. A pregnant employee who requests leave 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 her 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. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy, is entitled up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.

3. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under point (1) or (2).

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4. All such requests must be submitted in writing at least two (2) weeks prior to the employee's return to work date.
5. In addition to the Pregnancy Leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.
6. An employee requesting a shorter period than six (6) weeks after the actual birth to return to work must provide written notice to the Employer of not less than one (1) week before the date the employee proposes to return to work. If required by the Employer, the request must be accompanied by a physician's medical certificate stating the employee is able to return to work.
7. Benefit entitlement for the above leaves shall be as required by the *B.C. Employment Standards Act*.

(aa) Parental Leave

1. An employee who requests parental leave under this section is entitled to:
 - a) for a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Section 8(z) – up to thirty five (35) weeks of unpaid leave beginning immediately after the end of the leave taken under Section 8(z).
 - b) for a birth mother who does not take a leave under Section 8(z) 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 after 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. If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1) above.
3. The employee is required to give the Employer four (4) weeks' advance notice in writing of their intention to take a leave under subsection 1 (a) (b) (c). The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to the leave.
4. Benefit entitlement for the above leaves shall be as required by the *B.C. Employment Standards Act*.

(bb) Father or Co-parent Leave

An employee about to become a father **or co-parent** shall be entitled to an unpaid leave of absence of up to five (5) days at the time of birth of his child or the adoption of a child or children. The employee may use A.T.O.'s or one (1) week's vacation at their option.

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(cc) Unpaid Extended Parental Leave

Employees may request an unpaid leave of absence of up to one (1) year related to the birth or adoption of a child. This leave must commence within one (1) year of the birth or adoption.

Application for this leave shall be in writing and provided to store management at least one (1) month in advance. All other provisions of Section 8(aa) shall apply.

(dd) Military Leave

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

(ee) Vacation Bridge

The employer agrees to extend the vacation bridge for Maternity Leave taken prior to the vacation bridge provision coming into effect in 1993. Changes to vacation entitlement shall be applied to vacation time off for 2010. It will be the employee's or the union's responsibility to contact the employer's Human Resource Dept. by October 31, 2009 to have their entitlement reviewed. These changes will take effect for vacations in 2010.

The employer agrees to review applications after October 31, 2009. Applications made after October 31, 2009 will be considered and the vacation entitlement, if revised, will be applied to the following year after application is made.

Section 9 - HEALTH AND WELFARE PLAN

The Employer shall make available the following or similar benefits as mutually agreed between the Employer and the Union to eligible regular full-time employees (as defined below).

The cost of the benefits under Subsections (a), (b), (c) and (d) below shall be paid one hundred percent (100%) by the Employer.

An eligible full-time employee shall be one who has three (3) consecutive months current employment at the effective date of the plan.

Benefits for full-time employees who are laid off will be maintained by the Employer for one half of the employee's recall period as specified in Section 14 (c) on the following basis:

- B.C. Medical Services Plan (M.S.P.)
- Group Life Insurance
- Hearing Aid, Eyeglasses and Prescription Drug coverage.

A regular full-time employee who does not have three (3) months current consecutive full-time service at the effective date of the plan, or a new employee, shall be eligible the day following the date their current consecutive full-time service reaches three (3) months.

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A regular full-time employee reduced to part-time shall continue to be eligible to participate in the plan. Full-time employees reducing to below thirty-two (32) hours per week shall receive proportionate Weekly Indemnity benefits.

Employees shall return completed enrollment forms as soon as possible. The Employer will only offer benefits after first eligibility test is met. If refused at that time by the employee, further testing is not required. If an employee later wants coverage, it is his or her responsibility to make application to the Employer. If he or she is eligible for coverage, the same rules regarding late enrollment as apply to full-time staff may be imposed.

The Employer shall also make available the benefits to employees (except students) who work an average of thirty-two (32) hours per week for a period of three (3) consecutive months. Such employees shall receive the same benefits as set out for full-time employees in this Section of the Agreement. The employee must fail to meet the above hour requirement for a period of three (3) consecutive months from the time he or she first fails to meet it before they are disqualified.

The Employer shall also make available:

- Medical Services Plan (M.S.P.)
- Extended Health Benefit (E.H.B.)
- Hearing Aid, Eyeglass, Prescription Drug Plan (H.E.P.)

to employees (except students) who work an average of twenty-four (24) hours per week for a period of three (3) consecutive months. The employee must fail to meet the above hour requirement for a period of three (3) consecutive months from the time he or she first fails to meet it before they are disqualified.

New employees who are covered by the B.C. Medical Services Plan at the date of their employment can elect to maintain their continuity of coverage to be paid as defined above.

Enrollment of group benefits shall be compulsory at the option of the Employer. The Employer, at his option, may require all enrollment cards to be signed within three (3) months from the date that regular full-time employment commenced.

If, under exceptional circumstances, an employee does not sign an enrollment card within three (3) months of employment, he or she may be allowed a further month of grace at the option of the Employer. A period of grace longer than one (1) month may be allowed by the Employer, but in such cases a medical examination at the employee's own expense shall be compulsory and a three (3) month penalty period may be imposed.

(a) Medical Benefits

The B.C. Medical Services Plan. In addition, the M.S.A. Extended Health Plan or its equivalent on the basis of a twenty-five dollar (\$25.00) maximum of eligible medical expenses to be paid by the employee. It is understood that Extended Health Benefits shall be made available to employees who are covered under their spouse's B.C. Medical Services Plan or similar coverage, provided the employee is otherwise eligible.

Dependent coverage shall be available under the Medical Plan. A dependent shall be as defined under the B.C. Medical Services Plan or as may be mutually agreed. Employees may elect to have their

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spouse and children covered under the B.C. Medical Services Plan unless the spouse is covered separately.

(b) Eyeglass, Drug and Hearing Aid Plan

The Plan shall provide the following benefits to eligible employees:

- (1) Prepaid Drug Plan with no deductible.
- (2) Eyeglasses, lenses and frames, to a maximum of **three hundred dollars (\$300.00)** per person every two years. Maximum for dependents under age 19 shall be **three hundred dollars (\$300.00)** each year, effective **Sunday after Ratification (April 26, 2009)**.
- (3) Hearing Aids to a maximum of three hundred fifty dollars (\$350.00) per person once every four (4) years.
- (4) **Services provided by a physiotherapist or registered massage therapist to a combined maximum of \$1,000.00 per year.**
- (5) It is understood all employees' dependents shall be covered by this plan. Eligible dependents shall be spouse and a covered employee's unmarried children under the age of nineteen (19), or under the age of twenty-five (25) while attending an educational institution provided such person is still dependent on the employee.

(c) Group Insurance and Weekly Indemnity Benefits

Weekly Indemnity benefits shall be paid commencing on:

- (1) The first (1st) day of hospitalization due to nonoccupational accident or sickness, or
- (2) The fourth (4th) day of absence due to sickness or nonoccupational accident with a twenty-six (26) week benefit period.

Weekly Indemnity payments shall be in the amount of seventy-five percent (75%) of an employee's straight time rate of pay.

Group Life Insurance shall be a minimum of twenty-five thousand dollars (\$25,000.00.) Where Group Life Insurance plans have coverage in excess of twenty-five thousand dollars (\$25,000.00) then such plans shall continue in force during the currency of this Collective Agreement.

Third Party Liability: Effective Sunday after ratification, should an employee receive Weekly Indemnity Benefits as the result of an accident and he/she subsequently receives a wage loss settlement from I.C.B.C. covering the same period, the amount by which Weekly Indemnity Benefits and Sick Leave Benefits cause the total replacement income to exceed the employee's regular earnings shall be reimbursed to the company.

Any banked sick days which may have been used shall be returned to the employee's banked sick days' accumulation.

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Life Insurance - Conversion Privilege: If your coverage ceases because your employment or your membership within the eligible classes ends, you may convert your insurance to some form of individual life policy offered by the insurer without having to pass a physical examination.

If you qualify for the Retiree Death Benefit, the amount of it will be deducted from the amount of life insurance you are otherwise entitled to convert.

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

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

(d) Long-Term Disability Plan

The Employer shall provide an L.T.D. Plan for eligible employees.

The Plan will provide sixty percent (60%) of salary and will activate when either W.I. or WCB benefits are exhausted.

A "Day of Absence" shall mean absence from a scheduled workday for the employee concerned.

The payment of the Weekly Indemnity benefit shall be based on a five (5) days per week basis for employees regularly working the basic workweek. Eligible part-time employees' Weekly Indemnity benefits shall be based on a seven (7) days per week basis. For example, a part-time employee shall receive one seventh (1/7th) of the weekly income rates for each day that he or she is entitled to benefits. Once on benefits, a part-time employee will receive such payments for each day of the week, including Sundays, statutory holidays and regularly scheduled days off.

Upon recuperation from an accident or illness, an employee will give the Employer as much notice as possible of his or her intention to return to work.

Employees on Long Term Disability Benefit shall receive pension credits.

If an employee cannot work due to illness and his or her Weekly Indemnity is about to lapse, he or she shall have the right to continued coverage for life insurance by paying the full premium.

Where an employee submits a claim to the Workers' Compensation Board which would, were it not for the existence of Workers' Compensation, entitle the employee to Weekly Indemnity benefits under this Section and such claim is disputed or delayed by the Workers' Compensation Board, the employee may submit a claim for Weekly Indemnity benefits. If the Workers' Compensation Board later accepts responsibility for the payment of such disputed or delayed claim, then Weekly Indemnity benefits received are to be reimbursed to the Employer upon receipt of payment from the Workers' Compensation Board.

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(e) 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. 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.

Section 10 - SICK LEAVE BENEFITS

(a) Sick Leave Benefits

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

All paid time off such as statutory holidays, vacations, sickness or accident not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident, accumulated time off, etc., will be counted for the purposes of determining a full month of employment.

Part-time employees who work an average of thirty-six (36) hours per week for thirteen (13) consecutive weeks will accumulate credits at the rate of four (4) hours for each full month of employment, including any absence from work for which compensation is received under the terms of the Collective Agreement, up to a maximum of three hundred and seventy-six (376) hours.

It is agreed that accumulated sick leave information will be made available to employees on a monthly basis.

If an employee fails to meet the above hour requirement for a period of thirteen (13) consecutive weeks from the time he or she first fails to meet it, such an employee shall be disqualified. However, such disqualified employees shall retain their "bank" of accumulated sick leave credits and may use such credits until the credits are exhausted. Sick pay in such cases shall be applied only to absences on the employee's regularly scheduled workdays.

The Employer shall apply any accumulated sick leave to absences due to sickness or noncompensable accident not covered by Insured Weekly Indemnity benefits (or similar benefits) and shall supplement Weekly Indemnity benefits (or similar benefits), at the employee's request in writing, but not to exceed the employee's normal earnings.

An employee, having accumulated sick leave benefits and who is reduced to less than thirty-six (36) hours per week, will be paid sick leave to the extent of such accumulation for actual time off the job, due to illness, not covered by Weekly Indemnity.

Employees, if found abusing this privilege, shall be disciplined by the Employer. In such cases, the Employer may discontinue or reduce the benefit of the employee, or terminate the employee.

It is the obligation of the employee to provide as much notice as possible when they are unable to report for a scheduled shift.

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The employee shall make every effort to notify the Employer of the absence as well as advising the Employer as to the estimated length of the absence and give notice of when they are able to return to work.

(b) Sick Leave Payout

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

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

(c) Return to Work After Illness

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

(d) Workers' Compensation Supplement

Where a regular full-time employee is qualified for Workers' Compensation, the Employer shall make up the difference between the employee's regular straight time earnings at his or her regular hourly rate of pay and what he or she receives from the Workers' Compensation Board for the first three (3) scheduled working days of absence from the job. This is to be taken out of the sick leave credits of the employee if such credits exist. Otherwise, the Employer shall pay this amount. Thereafter, the Employer shall make up the difference between **ninety percent (90%)** of the employee's **net** straight time earnings based on his or her regular hourly rate of pay and what he or she receives from the Workers' Compensation Board for a period of up to thirteen (13) weeks from the first (1st) day of absence due to injury on the job.

Part-time employees shall be entitled to use their sick leave accumulation for make-up to one hundred percent (100%) for the first three (3) scheduled working days of absence.

In the event the Workers' Compensation Board challenges initial coverage or, after going on WCB benefits the Workers' Compensation Board terminates such benefits because the Board has decided that the employee's disability is no longer related to the compensable injury, the Employer will pay the Workers' Compensation Board portion and an amount equal to the difference between **ninety percent (90%)** of the employee's **net** straight time earnings and the Workers' Compensation Board portion for a period up to thirteen (13) weeks as an advance until the matter is decided. If the claim is later allowed by the Workers' Compensation Board, the Employer will be refunded that portion of the advance paid by the Workers' Compensation Board either directly from the Board, or if not possible, from the employee. At the Employer's option the employee will pursue the appeals procedure under the Workers' Compensation Board.

(e) W.C.B. Rehabilitation Program

In the case of employees on a W.C.B. Rehabilitation Program the Employer agrees to maintain benefits for the term of rehabilitation at the level existing at the date of injury to a maximum of a three (3) month period in addition to the six (6) months set out below in Section 10(g). At the end

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of this maintenance period, benefits shall be determined by hours worked. This benefit maintenance shall not apply to an employee who is being retrained for a job outside any of the Bargaining Unit.

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

(f) Medical Reports

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

(g) Maintenance of Benefits

The Employer agrees to maintain the full cost of Health & Welfare premiums when an employee is absent on Weekly Indemnity or Workers' Compensation claims or on sick leave to a maximum of six (6) months. The employee shall reimburse the Employer for the employee portion of such payments upon his or her return to work, or if unable to return to work, within such reasonable time as agreed between the Employer and the employee.

The Employer agrees to maintain the cost of the following health and welfare premiums only for those employees on long-term disability, as follows:

- | | | | |
|---|---|---|--------------|
| - | B.C. Medical Services Plan (M.S.P.) | } | |
| - | Group Life Insurance | } | For duration |
| - | Extended Health Plan covering eye- | } | of L.T.D. |
| | glasses, drugs and hearing aid benefits | } | |

Section 11 - UFCW DENTAL PLAN

The Employer agrees with the Union, along with other employers who have similar agreements with the Union, to establish a UFCW Dental Plan, such plan to be an incentive plan unless this later proves inoperable. This Plan will cover members of the Union employed by those Employers, and the dependents of such members, in accordance with the eligibility provisions adopted by the Trustees. The Plan may also cover such other persons in the industry and their dependents on whose behalf contributions have been made and who are approved by the Trustees.

There shall be a Board of Trustees made up of three (3) persons appointed by the Employers who are signatory to the Agreement and three (3) persons appointed by the Union. The Trustees shall appoint a Chairman, and if the Trustees are unable to agree on the selection of a Chairman they shall request the Supreme Court of British Columbia to appoint such person from among their number.

The Trustees shall select a Trust Company, or such other financial institution, to which contributions by the Employer to the Plan shall be paid.

The Employer agrees to make contributions to the fund of twenty-nine cents (29¢) per hour for each straight time hour of actual work by all employees within the Bargaining Unit of this Collective Agreement, including hours worked on Sunday if such hours are part of the basic workweek of an employee. Such contributions shall not exceed eleven dollars and sixty cents (\$11.60) per week for any one employee. If it is determined by

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Actuarial advice that different contributions are required to maintain benefits under the Plan, then the contributions shall be changed in amounts and on dates determined by such actuarial advice.

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.

Contributions, along with a list of employees for whom they have been made and the amount of the weekly contribution for each employee, shall be forwarded by the Employer to the Trust Company or a financial institution, and subsequently to the UFCW Dental Plan as established, and shall do so not later than twenty-one (21) days after the close of the Employer's four or five week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated herein.

The Trustees shall meet and shall decide on the type and form of the UFCW Dental Plan and shall employ counsel or consultants as they may deem necessary and advisable.

It is agreed that in the event the Government of Canada or the Province of British Columbia provide a noncontributory dental care plan with similar benefits, the Employer's obligations to continue contributions to the UFCW Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits, then these benefits shall be deleted from the UFCW Dental Plan and the Employer's contribution in respect to the cost of these benefits shall cease.

Effective July 10, 1993, the orthodontic limit shall be increased to two thousand five hundred dollars (\$2,500.00) on the above basis for those who have not exceeded previous limits.

Effective July 10, 1993, the orthodontic limit shall be increased to three thousand dollars (\$3,000.00) on the above basis for eligible dependents who have not exceeded the twenty-five hundred dollar (\$2,500.00) limit.

Section 12 - UFCW UNION PENSION PLAN

The Employer agrees to contribute forty-nine cents (49¢) per hour straight time actually worked, including hours worked on Sunday if such hours are part of the basic workweek of an employee, not to exceed three dollars ninety-two cents (\$3.92) per day or nineteen dollars sixty cents (\$19.60) per week, on behalf of each employee covered by this Agreement.

Effective April 3rd, 1994, Pension Plan contributions will increase to sixty-three cents (63¢) per hour straight time actually worked, not to exceed five dollars and four cents (\$5.04) per day or twenty-five dollars twenty cents (\$25.20) per week, on behalf of each employee covered by this Agreement. Effective April 2nd, 1995 increase to seventy-three cents (73¢) per hour straight time actually worked, not to exceed five dollars and eighty-four cents (\$5.84) per day and twenty-nine dollars and twenty cents (\$29.20) per week. Effective April 1st, 1996, increase to eighty-eight cents (88¢) per hour straight time actually worked, not to exceed seven dollars and four cents (\$7.04) per day and thirty-five dollars and twenty cents (\$35.20) per week.

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.

The contributions shall be accompanied by a written statement showing the hours paid for each employee. In addition, the Employer agrees to pay interest on all such contributions which are not postmarked or deposited within thirty (30) days of the last day of the contribution period at the Bank of Canada Prime Rate as in effect

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on January 1st and July 1st of each year, from the last day of the period. Each contribution period shall comprise not less than four (4) or more than five (5) weeks.

The Employer and the Union agree to the original method of selection of Employer and Union Trustees to administer the plan. It is agreed that the terms of the plan and its administration shall be entirely the responsibility of these original Trustees or their valid replacements, provided that the plan is administered consistently with this Collective Agreement, subject to any applicable government law or regulation and with the intention of meeting all of the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the Employer and the Union agree to be bound by the actions taken by the Employer and Union Trustees under the plan.

Long-Term Disability benefits and eligibility for Long Term Disability benefits cease at age 60 or earlier if the UFCWUPP allows an earlier unreduced retirement benefit.

UFCW UNION PENSION PLAN

I. Terms and Conditions

The Employer and the Union will participate in the United Food and Commercial Workers Union Pension Plan (hereinafter referred to as the Plan and/or Trust, as applicable) on the following terms and conditions:

- i) Effective January 1, 1999, participation in the Plan and Trust will be through a separate Division (Tober Enterprises Division) as provided for under the Plan and Trust, as follows:
 - (a) All contributions payable to the Plan and Trust pursuant to this Collective Agreement subsequent to the date set forth above shall be credited to the Tober Enterprises Division, except as provided below:
 - (b) The Union and Employer will request the Trustees of the Plan to allocate to the Tober Enterprises Division the liabilities for accrued benefits in respect of active and disabled employees subject to the Collective Agreement, and retired and terminated vested employees who were subject to the Collective Agreement at their retirement or termination, along with a pro-rata share of the assets of the Local 1518 Division of the Trust in which they will have accrued benefits. Such allocation to be carried out as of January 1, 1999 on terms and conditions to be established by the Trustees on the advice of the Plan actuary.
- ii) Under the terms of the Plan and Trust, provision is to be made for a Retirement Committee with equal representation from the Employer and any Unions in such Division, with responsibility for separate Division of the Plan and Trust described above.

The Employer and the Union will appoint appropriate persons and their replacement to act as members of the Retirement Committee for the Divisions in which they participate.

If the Employer desires, the Union will designate a person for the Employer to appoint as a Retirement Committee member for the Divisions in which they participate.

- iii) Commencing with the later of December 27, 1998, or the first day of employment of each participating employee and for the duration of the Collective Agreement between the Union and the Employer, and any renewals or extensions thereof, or until otherwise changed through

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collective bargaining or mutual agreement by the Union and the Employer, it is agreed that the following contributions shall be made to the Plan and Trust:

- (a) By each participating employee - a percentage of their earnings received from the Employer. The percentage applicable to each participating employee shall be as follows:

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

Contributions by participating employees shall be made by payroll deduction.

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

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

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

Participating employee shall mean each employee of the Employer as of December 27, 1998, who is subject to the Collective Agreement and each future employee who becomes subject to the Collective Agreement from the date they are first employed, except for:

1. employees who are disabled on December 27, 1998, and are receiving (or entitled to receive) wage loss benefits under a Weekly Indemnity of Log Term Disability Plan to which the employer makes contributions, as long as they continue to be disabled and entitled to such benefits;
2. employees who are disabled on December 27, 1998, and are receiving (or entitled to receive) wage loss benefits from WCB as long as they continue to be disabled and entitled to such benefits;
3. employees who are absent from work at December 27, 1998, as a result of statutory maternity or parental leave as long as they continue to qualify for such leave.

The Employer will provide to the Trustees a listing of all employees subject to the Collective Agreement who are subject to each of the foregoing three paragraphs.

- (b) By the Employer - the percentage set forth below of the earnings of each participating employee. The percentage shall be as follows:

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<u>Date</u>	<u>Percentage</u>
March 30, 2003	8%
December 30, 2007	8.75%
December 28, 2008	9%

- (c) Employee and Employer contributions, along with a list of participating employees for whom they have been made, shall be forwarded by the Employer to the Trust Company or other financial institution designated by the Trustees of the Plan to receive these and shall do so not later than twenty-one (21) days after the close of each Employers' four (4) or five (5) week accounting periods. These listings shall be prepared in alphabetical order and shall show for each participating employee:
1. their earnings;
 2. the employee contribution deducted from their earnings;
 3. the Employer contribution made in respect of the participating employee;
 4. the date they became an employee if they first became a participating employee in the Employer's four (4) or five (5) week accounting period;
 5. the date they ceased to be an employee and the reason for cessation if they are no longer a participating employee at the end of the Employer's four (4) or five (5) week accounting period;
 6. such other data as the Trustees indicate they require for the administration and operation of the Plan.

II. General

- i) It is agreed and understood that the Plan and the Trust shall not require the Employer to guarantee the benefits or assure its solvency.
- ii) The Employer agrees to be bound by the terms and conditions of the Trust Agreement, which governs the Plan and Trust, and carry out the duties and obligations of an Employer thereunder.
- iii) The Plan and Trust is and will continue to be registered under the *Income Tax Act* and the *B.C. Pension Benefits Standards Act*.
- iv) It is understood and agreed that with respect to the operation of the Tober Enterprises Division to which contributions are payable pursuant to this agreement, except for any unfunded actuarial liabilities which exist or are created effective as of January 1, 1999, no unfunded actuarial liabilities will be created by making Plan improvements in respect of accrued benefits as of the date an improvement is to be made.
- v) Effective on the date of ratification and continuing until December 26, 1998, the Employer agrees to contribute to the UFCW Local 1518 Division of the Plan at the level set forth in the Collective Agreement which was first effective in 1996.

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Section 13 - NOTICE OR PAY IN LIEU OF NOTICE

- (a) Commencing after four (4) months from date of employment, full-time employees when terminated by the Employer, unless guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave unless having a bona fide reason for such absence, shall receive notice in writing or pay in lieu of notice as follows:
- After first 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.
- (b) This Section shall not invalidate an employee's right to process his or her termination and to be reinstated as set out in Section 17, providing the employee has been employed by the Employer for more than four (4) calendar months.
- (c) The Employer agrees to give full-time employees one (1) week's notice in writing prior to layoff. Such notice shall not be required in cases of layoffs due to fire, flood or other cases of force majeure.
- (d) Full-time employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time, unless terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave except where the employee has a bona fide reason for such absence.
- (e) A copy of notice of dismissal or layoff of full-time employees who have been employed more than four (4) calendar months shall be forwarded to the Union office at the date of giving such notice to the employee concerned.

Section 14 - SENIORITY

- (a) Seniority Definition

Seniority shall mean length of continuous service with the Employer in British Columbia as a member of UFCW 1518 from date of hire.

For clarification, continuous service shall include all leaves of absence from work pursuant to the Collective Agreement; i.e., vacations, accident / illness leaves of absence and service with another employer whose operations were purchased by the Employer, provided such service is continuous.

Effective January 1, 2012, employees whose seniority date was changed due to reclassification or transfer, will regain all lost seniority due to said reclassification or transfer.

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(b) Full-time Employee:

A full-time employee, for purposes of seniority, shall mean an employee who has worked an average of at least thirty-six (36) hours per week during a thirteen (13) consecutive week period in the Bargaining Unit in the area covered by the Collective Agreement. Paid time off will be considered as hours worked, as well as absence due to sickness or accident, but limited to hours the employee would have been scheduled to work.

(c) Part-time Employees Proceeding to Full-time

Part-time employees shall proceed to full-time status according to their Bargaining Unit seniority. For purposes of proceeding to available full-time positions, part-time seniority is extended to include the entire Bargaining Unit.

(d) Part-time Transfers

The right to transfer for part-time employees shall be subject to the following process:

1. A part-time employee requesting a transfer must notify the Employer by letter by December 31 and May 31 of each year.
2. The Employer agrees to meet with the Union to discuss the placement of part-time employees requesting a transfer by January 15th and June 15th respectively.
3. Both the Employer and the Union agree that seniority determines the placement of the part-time employee for the maximization of hours.
4. The Employer agrees to place the part-time employees by the last week of January and June respectively.
5. The Employer and the Union reserve the right to deal with problems that may arise with the intent of this clause.

(e) 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 recalled by classification as required. The foregoing shall not apply to:

- (A) Assistant Manager (not more than two [2]) and Produce Manager, and
- (B) Employees hired to work on relief staff or replace employees who are absent due to vacations, sickness, accident or other leaves of absence.

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

1. No more than 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;

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3. The employee reports for duty within twenty-four (24) hours from 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 can be hired temporarily. If the contacted employee cannot report for work until three (3) working days later, he or she shall exchange his or her seniority with the next employee on the list who is immediately available for employment, until he or she is recalled, at which time he or she shall resume his or her original seniority status. If he or she does not report in one (1) calendar week from date of recall without proper or sufficient reason, he or she shall be dropped from the seniority list.

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

4. The employee is capable of performing the work.

Employees rehired in accordance with Points 1 or 2 above shall retain their previous length of service for the purposes of this Section and Section 13.

(f) Reduction and Increase of Hours

For the purposes of this Section, there shall be four (4) classifications:

- General Clerk
- Clerk Cashier
- Service Clerk (as set out in Subsection (g) of this Section), and
- Utility Clerk.

Preference in available hours of work in a store shall be given to senior employees in the same classification within the store, provided they are available and can perform the work, subject to Section (f) of this Section.

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

The Employer will endeavour to maximize the number of hours scheduled for part-time employees in accordance with their seniority and the Collective Agreement, provided they are available and can perform the work and 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 are necessary. **All staff hired prior to July 1, 2008 shall be scheduled in accordance with daily maximization (i.e., as per all pre-ratification employees).**

The Employer agrees that it will, in cases where there has been a significant decrease in hours of work in the store, transfer part-time employees in order to maximize their hours of work. Upon request of the employee, the Employer and the Union shall meet to discuss the problem and determine a method of solution.

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(g) Scheduling of Overlapping and Abutting Shifts

Where it can be shown that overlapping and abutting shifts have been scheduled to deny senior employees available hours, this shall be discussed between the parties. Where a disagreement arises under this Subsection and results in a grievance, the parties will have two (2) weeks from 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.

(h) 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. If 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 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 once per year unless otherwise mutually agreed.

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 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.

(i) Greater Victoria, including Victoria, Sidney, Oak Bay, Esquimalt, Saanich and Central Saanich, Colwood, and unorganized territories surrounding Victoria, shall be in a separate Bargaining Unit from Greater Vancouver.

(j) Closure of a Specialty Department

As a result of a Specialty Department closure, the following options are available to employees residing in the department deemed to be closed.

Option A – Closure of a Department in a Single Store:

- All employees may exercise their seniority in order to maintain their current classification;
- In doing so, they will then be scheduled by classification seniority in their new store.

Option B – Closure of a Department Throughout the Entire Bargaining Unit:

- If currently a pre-ratification employee then may request a transfer to another pre-ratification or Clerk II classification within their store with full seniority;
- If currently a Specialty Department Clerk II employee then may request a transfer to another Specialty Department Clerk II or Clerk II classification within their store with full seniority;
- Will progress from Clerk II to other classifications as per the Collective Bargaining Agreement.

Wage rate would be corresponding rate on the respective wage scale.

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(k) Sale or Closure of Store

In the event of sale or closure of a store, employees shall be able to exercise their seniority in other stores of the Employer within the same contract areas.

In the event that the Employer closes a retail store resulting in employee(s) losing their employment, the Employer agrees to give the employee(s) first consideration, based on continuous service with the Employer in B.C. Bargaining Unit(s) for rehire within their previous classification, before hiring any new employees in other Bargaining Units within the Province of B.C. Upon rehire within the same classification, an employee shall receive full credit for previous experience for the purpose of establishing their rate of pay.

(l) Clerk Cashier and General Clerk Transferability

Clerk Cashiers wishing to transfer to General Clerk may do so in accordance with the following procedures:

1. Clerk Cashiers wishing to become General Clerks shall make application for such transfer on a form supplied by the Employer upon request.
2. All Clerk Cashiers shall be advised of the details of the program and their rights and obligations under same.
3. Any employee who makes application for the program within the first thirty (30) days after the details have been circulated shall be eligible to receive General Clerk hours, as they become available, in accordance with his or her seniority.
4. Employees making application after this period shall become eligible for the program in order of their date of application. Should the time of application of two (2) or more employees coincide, then seniority shall be the determining factor among such employees.
5. Applicants must be prepared to perform the full scope of the new classification.
6. Applicants cannot maintain any restrictions regarding number of hours of work per week until all hours are in the General Clerk's category.
7. There will be a training period of two hundred forty (240) hours of actual work within an eight (8) week period to decide:
 - (a) if the employee wants the work, and
 - (b) if the employee can perform the work. (Such determination to be subject to the grievance procedure.)

If it appears that the training period should be adjusted in any individual case, the Union and the Employer shall meet to consider the merits of the particular situation. The training period may then be lengthened or shortened by mutual agreement between the Employer and the Union.

If the employee wishes to opt out of the program during the training period, he or she may do so at any time. If, prior to the expiration of the training program, the Employer claims that the

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employee is clearly incapable of performing the duties, the Employer shall consult with the Union and the matter shall be investigated to establish that a fair opportunity has been extended to the employee and that the employee will not be able to perform the duties by the end of the training period.

General Clerks shall not be able to exercise their seniority in claiming these hours as they are hours made available for the purpose of training and evaluation.

If either (a) or (b) above are negative, the employee would return to his or her former Clerk Cashier status.

8. Employees, except students, who are being paid the General Clerk rate for all hours worked on the date the Clerk Cashier makes application, would have first option on available hours except as set out in (7) above.
9. Clerk Cashiers on the program receiving General Clerk's hours must relinquish a corresponding number of hours as Clerk Cashiers. They may claim available hours only in the General Clerk category until he or she receives forty (40) hours per week in the General Clerk category.

Similarly, if there is a reduction in the number of General Clerk hours available to such employee, he or she may exercise his or her seniority in claiming a corresponding number of hours as Clerk Cashier.

When full-time hours have been achieved by the employee transferring into the General Clerk classification in accordance with the above procedure, seniority shall govern in all decisions involving preference in available hours or layoffs subject to Section 14 (c).

The foregoing shall not impair an employee's seniority for the purpose of vacation scheduling.

10. Employees involved in the transfer program at any stage will not be subject to the provisions of Section 6 (b) of the Collective Agreement regarding maintenance of rate.
11. Transfers from Clerk Cashier to General Clerk shall take place in employee's store only. However, if there is more than one Cashier in a store waiting to transfer to General Clerk and another store in the area is going to hire a new General Clerk, then if one of the Cashiers wishes to transfer to that store the parties will meet to discuss the practicality of the transfer.
12. An employee transferring from Clerk Cashier to General Clerk hours shall be paid for such hours at the next highest rate on the General Clerk's progression scale for the duration of the training period. Such rate is to be increased to the nine month General Clerk's rate upon completion of the training period. Normal progression increases shall follow in accordance with number of hours worked. If an employee has previously worked regularly at the General Clerk's rate for all or part of their hours, he or she shall receive the top General Clerk's rate or the rate applicable in accordance with their hours. They shall not, in any case, receive less than the General Clerk rate that is next higher to their Clerk Cashier rate.
13. Should an employee who transferred into the General Clerk category from the Clerk Cashier category face layoffs within twenty-seven (27) months from the time he or she started work as a General Clerk under the program, he or she shall be able to exercise his or her seniority in the Clerk Cashier classification.

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An employee may revert to the former classification after having made a choice under Section 14 (m) (7) on the same basis as proceeding to General Clerk. The wage rate would then be changed to the applicable rate in the new classification.

Transfer from one classification to another and back can only occur once per individual.

14. Clerk II Transferability

A Clerk II or Specialty Department Clerk II may make a written request for transfer to another Clerk II or Specialty Department Clerk II classification. Such transfer shall be granted based upon available openings, seniority, and ability. The applicant must have demonstrated satisfactorily to the Company the abilities required in the new classification and must meet a fair and reasonable standard as established by the Company. Clerk II's or Specialty Department Clerk II's moving to these positions shall be subject to a sixty (60) day probationary period. If within the sixty (60) day period it is determined that the employee cannot perform the duties required, they shall have the right to return to their previous classification with full seniority.

It is understood that a Clerk II or Specialty Department Clerk II shall not be able to exercise this option more than once and shall not be allowed to exercise this option within the first year of employment unless mutually agreed to by the parties.

(m) Utility Clerk Transfer to General Clerk

Utility Clerks with more than one (1) year's experience on the Utility Clerk job may make application for General Clerk work in the store in which they work.

(n) Service Clerk Transfer

A Service Clerk may make a written request for transfer to another classification. Such transfer shall be granted based upon available openings, seniority, and ability. The applicant must have demonstrated satisfactorily to the Company the abilities required in the new classification and must meet a fair and reasonable standard as established by the Company. Service Clerks moving to these positions shall be subject to a sixty (60) day probationary period. If within the sixty (60) day period it is determined that the Service Clerk cannot perform the duties required, they shall have the right to return to the Service Clerk classification with full seniority.

(o) Service Clerk Transferability

A Service Clerk on the program receiving General Clerk or Clerk Cashier hours must relinquish a corresponding number of hours as a Service Clerk. They may claim available hours in the Service Clerk classification during the transfer program.

Once a thirteen (13) week period has elapsed since starting the transfer program, the transfer will be complete. Their seniority in the new classification will be the date when he/she commenced their training.

All hours worked as a General Clerk or Clerk Cashier will be paid at the next higher rate to their Service Clerk rate. (Transfer from the Service Clerk classification to another may occur once per individual and within their home store only.)

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If he/she wishes to opt out of the program or he/she is incapable of performing the duties within the training period, he/she will be returned to the Service Clerk classification with his/her Service Clerk seniority date.

(p) Staffing New Stores or a Replacement Store

If the Employer transfers employees from one contract area to another for the purpose of staffing a new store, such employees shall hold the seniority they had immediately prior to being transferred to the new store. At the end of one (1) calendar week after the store has opened, a seniority list will be prepared showing the seniority of the various employees which shall then become the seniority list in the new contract area. A copy of such list shall be posted in the store. The term "new store" shall not be taken to mean a "remodel" or replacement store.

The procedure outlined in the foregoing paragraph shall not apply to any new store opening in the bargaining areas of Greater Vancouver or Victoria.

In the case of new store openings where two (2) or more employees commence work on the same date, their seniority shall be determined at the end of the thirty (30) day probationary period. At the end of the thirty (30) day period after the store opening, the seniority dates of transferred and newly hired employees will be sent to the Union office.

The Employer agrees that employees will only be transferred from one bargaining area to another with their consent.

Full-time employees permanently transferred out of the area of this Collective Agreement will resume their seniority rights in the area up to their original date of transfer if transferred back to the area within twelve (12) months.

Full-time employees transferred on a temporary basis shall retain their full seniority rights in the area for six (6) months from the date of transfer.

(q) Seniority List

Each store shall post an updated seniority list for that store, two (2) times per year.

(r) Job Posting

1. Effective within ninety (90) days of ratification. Full-time positions shall be posted and filled within the specified time limits as set out below. No present full-time employee will be bumped from their present store assignment as a result of implementation of this provision.

(A) The job posting shall contain:

1. The classification
2. The store number and location
3. The closing date of the posting
4. The effective date of the position

(B) The posted positions shall be:

1. General Clerk
2. Clerk Cashier
3. Floral Clerk

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The successful applicant must be moved to the new position within thirty (30) days.

2. Full-time positions shall be posted and filled in accordance with the following procedure:

(A) Full-time positions shall be posted within five (5) days.

The available position shall be posted in all stores with the Bargaining Unit 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 Human Resources Department 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 each store to confirm that the posting was publicly displayed for the required period.

(B) Positions shall be filled by seniority (provided the employee is able to perform the normal requirements of the job).

Ability to do the job means ability to competently perform the normal requirements of the job following an appropriate familiarization period or an appropriate training and trial period. The Employer may not curtail the training or trial period without just cause before it has run its normal course. In the event the employee is not able or does not wish to complete the training or trial period, or cannot satisfactorily perform the job following the training or trial period, the employee shall be returned to the employee's former position and wage rate, without loss of seniority and any other employee has been promoted or transferred as a result of the posting shall similarly be returned to their former position.

(C) Applicants may only apply on forms supplied by the Company. The applications shall be accepted by the Company up to and including the closing date.

(D) The name of the successful applicant along with their seniority date will be posted in all stores in the Bargaining Unit within fifteen (15) days of original posting. The Company will forward a copy to the Union.

(E) 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.

(F) In the event that a job posting becomes available while an employee is on an approved absence of six (6) months or less under the Collective Agreement, that employee shall be considered to have applied for the posting provided the employee has an application for transfer to the store and classification of the posting prior to the posting of the position.

(G) The Employer shall mail laid off employees a copy of postings available to them at their address of record. It shall be the responsibility of the employee to submit their application within the stated time limits on the posting.

(H) In staffing new or replacement stores in existing Bargaining Units, fifty percent (50%) of the additional full-time positions under 1.b) shall be posted according to this clause.

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3. If the position is not filled from within the Bargaining Unit, it shall immediately be posted in all other stores within UFCW Local 1518 Bargaining Units of the Employer on the above basis except that positions shall be filled by the senior of the applicants.

(s) Any employee who is a successful applicant for a full-time position or backfill, and enters a new classification shall be placed at the next highest rate within the classification with full understanding that to achieve future pay increases they only have to achieve five hundred, twenty (520) hours of work in their new classification to qualify.

The following examples are based on the pay rates in effect as of April 2, 1995:

e.g.	<u>Specialty Dept.</u>	<u>Clerk-Cashier</u>	<u>Experience Hours</u>	<u>Next Rate</u>
	\$ 14.28	\$ 14.57	520	\$15.83

In the event an employee posts into a position within their Group where a lesser pay scale is in effect, the following will occur:

e.g.	<u>Clerk-Cashier</u>	<u>Book Store Clerk</u>	<u>Experience Hours</u>	<u>Next Rate</u>
	<u>1561 Exper. Hours</u>	<u>1561 Exper. Hours</u>	<u>520</u>	<u>\$ 12.01</u>
	\$ 12.93	\$ 10.76	520	\$ 12.01

A top employee would go to the top rate in any classification with a lower top rate.

Once per quarter the Union may request a quarterly average hours report from the Employer for part-time pre-1997 employees working thirty-six (36) or more hours per week. The report will be used by the parties to determine the potential for additional full-time positions within each store. Once the report is generated the parties will determine if replacement hours are a factor in the hours worked to ensure the report identifies true full-time positions. Actual full-time positions identified by this process will be posted in accordance with Section 14(r) of the Collective Agreement.

(t) Student Definition

A student is defined as any employee attending High School, University, College, Vocational Institution or other educational institutions requiring attendance at scheduled classes.

Student Status:

Effective Sunday after ratification of 1998 Agreement – in recognition that long-term employees may wish to further their education at a recognized educational institution, a Student Program will be available:

1. Employees will accrue seniority while classified as a Student.
2. It will remain the responsibility of the Student to provide their Store Manager with a written notice thirty (30) days prior to commencement of their course of studies.
3. It will remain the responsibility of the Student to provide their Store Manager with a written notice thirty (30) days prior to *termination* of their course of studies.

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4. All students must complete a Student Restriction Form, no exceptions.

(u) Employee Transfers

In the event an employee does not wish to be transferred, the Employer shall consider the merit of the employee's circumstances. If a grievance should arise, the parties shall make every effort to find an acceptable solution. If the parties are not able to resolve the matter, the grievance shall be referred to a third party on an expedited basis, without prejudice, for a final and binding decision.

Section 15 - SEVERANCE PAY

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 his or her employment, the Employer hereby agrees to pay such employee severance pay at his or her regular rate of pay according to the following schedule:

<u>Full-Time Consecutive Service</u>	<u>Severance Pay</u>
Up to two (2) years	One (1) week x 1.15
Over two (2) years	One (1) week's pay x 1.15 for every year of full-time service to a maximum of twenty (20) x 1.15 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 his/her employment due to the circumstances set out in Section 15, then such employee shall be entitled to severance pay under this Section according to his/her 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 (a) of this Agreement.

Section 16 - UNION'S RECOGNITION OF MANAGEMENT'S RIGHTS

(a) 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.

(b) Probationary Period:

During the first four (4) months of employment, part-time new hires (only) shall be on probation and will receive a written evaluation within three (3) months of employment. The decision whether to retain 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 17 and 18 of this Agreement.

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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 19 (i) 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 employees on grounds of alleged incompetency being processed under Sections 17 and 18 of this Collective Agreement, providing that such employees have been employed by the Employer sixty (60) calendar days or more.

- (c) 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 17 - GRIEVANCE PROCEDURE

- (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. In addition to the grievance form provided, the Union will agree to add a brief letter with a more detailed description of the issue being grieved. All such letters are tendered on a "without prejudice" basis. 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 18 of this Agreement.

- (b) Grievances involving the dismissal or layoff of an employee must be submitted to the Employer within ten (10) working days from the date of dismissal or layoff or be waived by the aggrieved party, provided notice has been given as required under Section 13 (e).
- (c) Any employee alleging wrongful dismissal may place his or her allegation before the Union representative and, if the Union representative considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement.
- (d) The Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union.
- (e) The parties by mutual agreement may invoke Section 112 of the British Columbia Labour Code to facilitate the settling of grievances. Section 112 of the B.C. Labour Code states as follows:

"Where a Collective Agreement contains the following provision:

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this

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Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Ken Albertini, or a substitute agreed to by the parties, shall at the request of either party:

1. investigate the difference;
2. define the issue in the difference; and
3. make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and for those five (5) days from that date, time does not run in respect of the grievance procedure.

The Minister of Finance, on the Minister's requisition, shall pay out of the consolidated revenue fund one third (1/3) of the cost incurred by the parties for payment of reasonable remuneration, travelling and out of pocket expenses of the person named or his substitute."

Section 18 - BOARD OF ARBITRATION

1. a) The Board of Arbitration shall be composed of three (3) members and shall be established as follows: (The parties may, by mutual consent, agree upon a single arbitrator.)

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Employer and the Union shall each select a representative to serve on the Board of Arbitration. The representative of the Employer and the representative of the Union shall, within five (5) days (excluding Sundays and holidays) after they have both been selected, choose an additional member to act as Chairman. In the event of failure of the nominees of the Union and the Employer to agree upon a Chairman within the five (5) day period specified, the Minister of Labour of British Columbia shall be immediately requested to name a third member who shall act as Chairman of the Board of Arbitration.

Within five (5) days of the appointment of the impartial Chairman, the Board of Arbitration shall sit to consider the matter in dispute and shall render a decision within fourteen (14) days after its first session. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.

No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitration Board shall be in writing and shall clearly specify the nature of the issue.

In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the impartial Chairman shall be borne equally by the Employer and the Union unless otherwise provided by law.

The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties. A decision of a majority of the Board of Arbitration shall be deemed to be a decision of the Board.

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- b) In the case of discharge which the Board of Arbitration has determined to have been for an improper cause, the Board shall order the reinstatement of the employee and shall award him or her full or part back pay.

2. Expedited Arbitration may be proposed by the Union or the Employer within forty-five (45) days after the grievance has been filed as per Section 14. Within fourteen (14) days of referral to Expedited Arbitration either party must respond as to their decision to proceed to Expedited Arbitration or Arbitration under Section 18. Provided that the Union and the Employer mutually agree to an Expedited Arbitration the following five (5) points shall apply:

- a) Access to the Expedited Arbitration procedure shall be limited to discharge cases, and other cases provided Expedited Arbitration is invoked within forty-five (45) days of the grievance being filed as per Section 14.
- b) Within seven (7) days of being referred to Expedited Arbitration, an attempt to mediate the dispute shall be made.
- c) If mediation should fail, an Expedited Arbitration shall be held no less than ninety (90) days after referral to Expedited Arbitration.
- d) A final and binding decision will be handed down within twenty (20) days of the Expedited Arbitration case being held.
- e) Within sixty (60) days of ratification the Employer and the Union shall develop a list of arbitrators that are agreeable to both parties.

3. **Troubleshooter**

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

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

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- e) **Legal counsel shall not be used by either party.**
- f) **The parties shall develop other procedures or guidelines as necessary.**

Section 19 - MISCELLANEOUS

(a) Maintenance of Adequate Heating Facilities

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

(b) 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.

(c) Wearing Apparel

The Employer shall furnish a smock or an apron to each employee and shall pay for the laundering of same.

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.

(d) 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.

(e) Charitable Donations

Employee donations to charity funds shall be on a strictly voluntary basis.

(f) Time Off to Vote

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

(g) Polygraph Tests

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

(h) Information

Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Employer agrees to co-operate to supply such information

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back to a period of two (2) years or such longer time as may be required to establish his or her proper rate of pay.

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.

(i) 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 or her into doing so, the matter shall be considered under the grievance procedure and, if such allegations are proved to be true, then the employee shall be considered not to have resigned. Such grievances must be filed no later than five (5) days after the incident that gave rise to the situation.

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

(j) Picket Lines

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

(k) 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.

(l) Lockers

Surveys have been made and each Employer will meet the Union to discuss reasonable changes that can be made should they be necessary.

(m) Bulletin Boards

Bulletin Boards will be supplied by the Union and will be placed in lunch rooms or other area in the store as mutually agreed. It is understood that these Bulletin Boards are the property of the Union and shall be for their exclusive use.

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

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- (1) Meeting notices
- (2) Dental Plan information
- (3) Pension Plan information
- (4) Safety information

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

(n) Human Rights

The Employer and the Union jointly recognize the right of employees to work in an environment free from harassment and discrimination as defined by the *B.C. Human Rights Code*. The Employer will publish a Policy against harassment and discrimination after consultation with the Union. Where an employee alleges that harassment or discrimination has occurred on the job, the employee shall have the right to grieve under the Collective Agreement. Where an allegation of harassment or discrimination has been received by the Employer and/or the Union, it will be investigated on a priority basis in accordance with the Policy. The Employer and the Union agree to ensure that their respective policies on harassment be available to all employees.

(o) Employee's 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. 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 advance notice, employees shall have access to their personnel file.

(p) 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 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 or the employee feels there is a violation of Section 19 (i), the interview **shall** 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.

The Parties agree that pursuant to Section 19(p), the following provisions shall govern:

- (1) The Shop Steward will be involved in meetings or discussions with employees which will result in discipline wherever possible.
- (2) The nature of this involvement should include briefing the Shop Steward in advance or calling the employee to the discipline interview and could result in input from the Shop Steward which assists in the completion of the interview.

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- (3) Where a Shop Steward is not on duty, and discipline must proceed, the same practices should be followed with a designated witness. However, a concerted effort shall be made to include the Shop Steward in these matters wherever possible.

A copy of all such formal notices of discipline (i.e.: written warnings, suspensions and discharges) shall be given to the Union through the Shop Steward.

(q) Technological Change

During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Collective Agreement.

- (1) Where the Employer introduces or intends to introduce a technological change that:
- (i) affects the terms and conditions or security of the employment of a significant number of employees to whom this Collective Agreement applies; and
 - (ii) alters significantly the basis upon which the Collective Agreement was negotiated, either party may if the dispute cannot be settled in direct negotiations, refer the matter directly to an Arbitration Board pursuant to Section 18 of this Collective Agreement, by by-passing all other steps in grievance procedure.
- (2) The Arbitration Board shall decide whether or not the Employer has introduced or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change, the Arbitration Board shall inform the Minister of Labour of its findings, and then or later make any one or more of the following orders:
- (i) that the change is made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - (ii) that the Employer will not proceed with a technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
 - (iii) that the Employer reinstate any employee displaced by reason of the technological change;
 - (iv) that the Employer pay to the employee such compensation in respect to his displacement as the Arbitration Board feels reasonable;
 - (v) that the matter be referred to the Labour Relations Board (under Section 77 of the Labour Code of British Columbia).
- (3) The Employer will give to the Union in writing at least ninety (90) days notice of any intended technological change that:
- (i) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and

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- (ii) alters significantly the basis upon which the Collective Agreement applies.

Section 20 - HEALTH AND SAFETY STORE COMMITTEES

The Employer agrees to maintain Health and Safety Standards as set forth in the WCB Health and Safety Regulations. The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees.

This will include but not be limited to providing the Union with the details of the Employer's Violence in the Workplace initiatives. The Employer will apprise the Union of any violent incidents that may occur provided any employee's right to privacy is not compromised.

Section 21 - TIME OFF FOR UNION BUSINESS - STORE VISITS

(a) Union Business

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

- (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).
- (3) Not more than one (1) employee from any one store.

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 leave of absence, for purposes of Union business, to one (1) employee on the following basis:

Up to six (6) months' leave of absence without review and a further six (6) months by mutual agreement.

Time off for Union business, as requested in writing by the Union, shall be considered as time worked for all purposes of the Collective Bargaining Agreement (except for time in excess of eight [8] hours on each day while off on Union business) and shall be calculated as an accumulation of hours for the Employer and the Union on a weekly basis.

The Employer shall not schedule ATO's and/or days off when granting time off for Union business unless specifically requested by the Union.

The parties further agree that the rate of compensation for time off of more than seven (7) days shall be reimbursed by the Union as follows:

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Eight (8) days to thirty (30) days	Wages plus twenty percent (20%)
Thirty-one (31) days to sixty (60) days	Wages plus thirty percent (30%)
Sixty-one (61) days or more	Wages plus forty percent (40%)

Negotiating Committee members will be exempt from the above calculations, restrictions and reimbursement formula while involved in the collective bargaining process. Leave of absence and reimbursement procedures for Negotiating Committee members will not exceed twenty percent (20%).

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 from each store 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.
- (3) One hundred (100) or more employees in the store
 - three (3) 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 dental and pension contributions made on the employee's behalf during such absence. In the case of full-time employees, the Union shall pay an additional ten percent (10%) in lieu of A.T.O.

(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 Store Manager, or whoever is in charge, and shall be:

1. Carried on in a place in the store designated by management.
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 through the store management prior to implementation of Section 17.

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(c) Shop Stewards Recognition

It is recognized that Shop Stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or elections. Transfers shall not be used to discriminate against Shop Stewards.

The Employer agrees to recognize Shop Stewards and Alternate Shop Stewards 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.

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

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

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

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

The Company agrees to recognize Union Shop Stewards on the following basis:

1. Where there are less than fifty (50) employees in a store
 - a minimum of one (1) Shop Steward.
2. In stores where there are fifty (50) or more employees in the store
 - 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.
4. Chief Shop Steward: The Employer and the Union agree to recognize a Chief Shop Steward in each contract area as determined by the Union.
5. Joint Union/Management Meetings: The Employer and the Union agree to hold Joint Union/Management meetings as needed - only with Union Representative present. The purpose of these meetings is to promote a harmonious relationship between management and the employees at store level.

Section 22 - EXPIRATION AND RENEWAL

This Agreement shall be for the period from and including March 30, 2008, to and including March 31, 2013, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding March 31, 2013, or any subsequent anniversary date thereafter to:

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- (a) Terminate this Agreement, in writing, effective **March 31, 2013**, 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 Code of British Columbia*, or
- (2) The Employer gives notice of lockout in compliance with the *Labour Code of British Columbia*.

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

SIGNED THIS _____ **DAY OF** _____, _____.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
TOBER ENTERPRISES (1979) LTD.

Ivan Limpright
President

UNOFFICIAL UNSIGNED DRAFT
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MEMORANDUM OF UNDERSTANDING #1

1. Truck Drivers

The Employer agrees that at no time will truck drivers be permitted to work in the sales area or in the stock room of the store, except in the loading and unloading of trucks as noted below. The Union agrees that the long established method of receiving deliveries of produce is satisfactory to the Union.

The Employer agrees, where food clerks are scheduled to work and are working in the stores and deliveries of merchandise are made from the grocery warehouse, that a food clerk shall:

- (a) Designate the area where the merchandise is to be placed in the stock room.
- (b) Be present with the driver during loading and unloading of trucks.

2. Discipline of Managers

Where disciplinary action has been taken against a manager under Section 5 (n), the Union will, upon request, be advised what action has been taken.

3. Posting of Schedules

Management shall forward the following Memorandum to store management personnel, a copy of which shall be posted on the bulletin board in each store:

"It is one of the responsibilities of the store manager to:

- (a) Estimate, plan and schedule the work to be done each day, and
- (b) Schedule the hours of work of each employee so that work assignments shall be completed in an efficient manner. Any employee scheduled to work a full shift shall be required to work eight (8) hours less rest periods. It should be your objective to establish the employees' schedules so that all work (including clean-up duties) is completed in eight (8) hours.

Please plan and arrange your employee work schedule in accordance with the foregoing. We insist upon strict compliance with this provision, as well as all other Sections of the Union Agreement."

SIGNED THIS 13TH **DAY OF** SEPTEMBER, 1995.

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MEMORANDUM OF UNDERSTANDING #2

Miscellaneous

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

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

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

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.

3. General Condition: As a general condition governing the introduction of the Service Clerk classification, the parties agree that no existing employee, upon the date of ratification of the 1983 - 1985 Collective Agreement, is to be reduced in hours as a result of the introduction of the Service Clerk Classification.
4. Working Ratio: The Employer shall be permitted to work a maximum of one (1) Service Clerk per checkstand in the store at any one time.
5. Identification: The parties agree that Service Clerks shall be identified so they are easily recognizable in the store.

SIGNED THIS 13TH DAY OF SEPTEMBER , 1995 .

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MEMORANDUM OF UNDERSTANDING #3

Re: 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.

SIGNED THIS 13TH DAY OF SEPTEMBER , 1995 .

MEMORANDUM OF AGREEMENT #1

Re: Health, Safety & Education Training Fund

The Employer agrees to contribute ten cents (\$0.10) per hour effective April 7, 2001 for every hour worked by members of the UFCW Local 1518 Bargaining Unit, based on dental plan hours, to the United Food and Commercial Workers Local 1518 Health, Safety and Education Training Fund.

SIGNED THIS 12TH DAY OF FEBRUARY , 2004 .

LETTER OF UNDERSTANDING #1

Re: Assignment/Promotion to Position covered by Separate Agreement

Any promotion or assignment of a UFCW Local 1518 member to a position covered by a separate agreement shall be considered a leave of absence without gain or loss of seniority for a period not to exceed twelve (12) months.

SIGNED THIS 13TH DAY OF SEPTEMBER , 1995 .

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LETTER OF UNDERSTANDING #2

Re: Section 21 (B) -- Store Visits Of Union Representatives

In the event that an arrangement is reached between the **Shop Steward** and the Store Manager, the arrangement must be agreed to by the **Union Representative** and Human Resources **Department** before it is implemented.

SIGNED THIS 13TH **DAY OF** SEPTEMBER, 1995.

AMENDED THIS 20TH **DAY OF** APRIL, 2009.

LETTER OF UNDERSTANDING #3

Re: Specialty Departments

The Company and the Union agree that the Company may introduce new departments (example: Snack Bars, Floral, etc.).

1. These departments will be considered as a separate classification within the bargaining unit.
2. The attached schedule of wages shall apply.
3. Current employees will be canvassed for any new departments that may open and will be given first opportunity over new hires, provided they have the necessary qualifications and/or experience.
4. Any transfers of current employees into these areas will not result in a reduction in wages unless the current employee's wage exceeds the top wage for this classification.
5. Current employees performing the floral work will not be affected by these provisions.
6. Floral Managers, if appointed, shall be paid on the General Clerk wage scales. Other Specialty Department Managers are to be placed on wage scales equal to the Clerk Cashier wage scales.

SIGNED THIS 13TH **DAY OF** SEPTEMBER, 1995.

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LETTER OF UNDERSTANDING #4

Re: Bakery/ Deli Break Relief

UFCW 1518 and UFCW 2000 acknowledge the Company's concerns when serving customers in the evenings in the bakery and deli departments.

In the event that only one person is working in the Deli department and one person is working in the Bakery department in the evenings, the parties agree, for a three (3) month trial period (effective day following ratification) to the following:

1. The UFCW 1518 bakery employee can provide customer service to deli customers when the UFCW 2000 deli employee is absent on a coffee break.
2. The UFCW 2000 deli employee can provide customer service to bakery customers when the UFCW 1518 bakery employee is absent on a coffee break.
3. It is understood that no "production" work will occur and the only reason for allowing this opportunity to cross-jurisdictional lines is to provide service to customers.
4. This Letter of Understanding is subject to review every three (3) months and can, at that time, be cancelled by either party to this Letter of Understanding.

SIGNED THIS 9TH DAY OF DECEMBER , 1998 .

LETTER OF UNDERSTANDING #5

Re: Training Hours

For the purposes of in-store training, new employees and employees receiving training for Deli/Bakery work may be scheduled a maximum of forty (40) hours training time within a two (2) week period. Such hours will be over and above normal hours scheduled in the store and shall not be subject to claim as they are hours made available for training purposes.

SIGNED THIS 13TH DAY OF SEPTEMBER , 1995 .

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LETTER OF UNDERSTANDING #6

Re: Future Acquisitions/Mergers and Seniority

In the event of future acquisitions and/or mergers, the Employer and the union shall meet to resolve seniority-related issues, with a view to mitigating the displacement of current employees.

SIGNED THIS 13TH DAY OF SEPTEMBER , 1995 .

LETTER OF UNDERSTANDING #7

Re: Night Crews

In the event the Company wishes to implement a regular night stocking shift, the Company shall meet with the Union and the Shop Stewards of the affected stores. The purpose shall be to develop a fair system of scheduling and rotation of the Night Crew.

SIGNED THIS 13TH DAY OF SEPTEMBER , 1995 .

LETTER OF UNDERSTANDING #8

Re: Job Classification Equity

In view of the changing norms of society and legislation, the Company and the Union agree to meet and discuss the issue of employment equity, with a view as to its impact on the current seniority, scheduling and classifications of the Collective Bargaining Agreement.

In conducting this review, the parties may refer to other Collective Agreements within the industry.

The goal of both parties is to collectively develop a workable framework for implementing this principle.

SIGNED THIS 13TH DAY OF SEPTEMBER , 1995 .

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LETTER OF UNDERSTANDING #9

Re: New Banners

In the event Tober Enterprises decides to open stores operating under a new banner, that are different in size of operation from its conventional stores, the employer will enter into negotiations with the Union to develop a Collective Agreement that is appropriate for the type of business contemplated.

Should a dispute arise as to the terms of the Collective Bargaining Agreement, the items in dispute shall be referred to a final offer selections process.

SIGNED THIS 8th DAY OF December , 1998 .

LETTER OF UNDERSTANDING #10

Re: Off-Till Duties

When the Employer is seeking candidates for the positions of Head Cashier, File Maintenance, or Bookkeeper, the Employer will issue a memo, inviting applications from interested employees.

The Employer will consider these applications when determining who will be assigned the duties.

SIGNED THIS 8th DAY OF December , 1998 .

LETTER OF UNDERSTANDING #11

Re: Provincial Health and Safety Committee and Training

The parties agree to meet, at the request of either party, no more than once per quarter, to discuss health and safety issues and concerns related to the retail stores.

The Employer will ensure that each worksite Occupational Safety and Health Committee meets, as required by the WCB regulations and that copies of said meeting minutes are forwarded to the Union office.

SIGNED THIS 8th DAY OF December , 1998 .

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LETTER OF UNDERSTANDING #12

Re: Home Shopping

In the event the "Home Shopping" service is provided within the Employer's retail stores, the Employer and the Union agree to meet and discuss the possible inclusion of that work within the Bargaining Unit.

SIGNED THIS 8th DAY OF December , 1998 .

LETTER OF UNDERSTANDING #13

Re: Excluded Personnel

The primary responsibilities of employees excluded from the Bargaining Unit are managerial in nature, but it is recognized that they may perform the duties of employees in classifications listed elsewhere in this Collective Agreement.

The Union will recognize the current practice of allowing store managers and assistant managers to perform Bargaining Unit work.

It is not the intent of the Employer to utilize excluded personnel to deny hours to Bargaining Unit employees.

The Union and the Employer will meet in good faith to resolve any issue which arises from this agreement and will amend this language as is deemed appropriate. Should the parties fail to reach an agreement the matter can be referred to a dispute resolution process.

SIGNED THIS 8th DAY OF December , 1998 .

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LETTER OF UNDERSTANDING #14

Re: Exclusions - Key Personnel

The parties acknowledge that recently signed collective agreements by Canada Safeway and Overwaitea Food Group allow for some restructuring of appointable / “super seniority” positions. In the event of a need to include or exercise similar language in the future, the Company reserves the right to do so at that time.

SIGNED THIS 8th DAY OF December , 1998 .

LETTER OF UNDERSTANDING #15

Re: Key Personnel

The Company may appoint Assistant Department Managers and allow them to be scheduled by “super seniority” in future new stores.

SIGNED THIS 12th DAY OF February , 2004 .

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LETTER OF UNDERSTANDING #16

Re: Transferability of Seniority - Management Positions

Employees who are appointed to management positions in a classification other than their own shall keep and continue to accrue seniority in their former classifications, e.g., Cashiers appointed to Assistant Managers pursuant to our letter of understanding.

SIGNED THIS 8th DAY OF December , 1998 .

LETTER OF UNDERSTANDING #17

Re: Scheduling/Maximization of Hours

The Employer and the Union agree that maximization of hours shall be used for all employees except Clerk II's and Specialty Clerk II's in all stores except transition stores during their phase-in period.

In order to facilitate the resolution of any differences, the Union and the Employer agree as follows:

1. Clerk II's and Specialty Department Clerk II's shall be scheduled for evening and weekend shifts where practicable.
2. The Union will test one (1) store per contract year to ensure that maximization of hours is being properly implemented.
3. The Employer shall not circumvent maximization of hours by the use of "Quarter-hour Scheduling."

SIGNED THIS 8th DAY OF December , 1998 .

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LETTER OF UNDERSTANDING #18

Re: Cost of Living Clause

Commencing in April, 2004, the Employer and the Union shall meet to determine if there has been more than a three percent (3%) increase in the B.C. Consumer Price Index (CPI)* over the past year. The determination (CPI increase) will be based on a comparison of the March 2004 B.C. CPI to the March 2003 B.C. CPI.

If the CPI increase exceeds three percent (3%) then the Employer shall pay employees at top rate in Clerk II, Service Clerk, Pharmacy Technician and Specialty Department classifications one-half cent (\$0.005) per hour paid for each one-third of one percent (.333%) that the CPI increase exceeds three percent (3%). In all other classifications, the Employer shall pay employees at top rate of their classification one cent (\$0.01) per hour paid for each one-third of one percent (.333%) that the CPI increase exceeds three percent (3%). Hours paid shall mean the hours paid in the fifty-two (52) weeks prior to March 28, 2004.

The above calculation shall also be made in April, 2005; April, 2006; April, 2007; April, 2008, as follows:

Calculation Date	CPI Increase Comparison	Hours Paid Calculation
April, 2005	March, 2005 vs. March, 2004	52 weeks prior to March 27, 2005
April, 2006	March, 2006 vs. March, 2005	52 weeks prior to April 2, 2006
April, 2007	March, 2007 vs. March, 2006	52 week prior to April 1, 2007
April, 2008	March, 2008 vs. March, 2007	52 week prior to March 30, 2008

*B.C. CPI as supplied by Statistics Canada

Example for April, 2005:

1. March, 2005: B.C. CPI. = 154.8
2. March, 2004: B.C. CPI. = 140.7
3. 154.8 divided by 140.7 = 10.0213% increase in B.C. CPI
4. 10.0213% minus 3% = 7.0213%
5. 7.0213% divided by .3333 = \$0.2107 per hour paid
6. 2080 hours paid** times \$0.2107 = \$438.26

**Hours paid in the 52 weeks prior to March 27, 2005.

SIGNED THIS 12th **DAY OF** February, 2004.

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LETTER OF UNDERSTANDING #19

Re: New, Existing and Replacement Stores

All new Tober Enterprises Stores:

This confirms our agreement during negotiations that this Letter of Understanding shall form part of the Collective Agreement which shall be enforceable under all its Sections except where specifically amended herein. All provisions which are not specifically amended shall remain in full force and effect.

The Union and the Employer agree that the following terms and conditions of employment shall apply to new stores that open after Ratification, 1998:

1. All vacancies shall be classified as Clerk II's or Specialty Department Clerk II's within the classification and department they are assigned.
2. The objective is to have fifty percent (50%) of the hours worked in a store scheduled to employees employed as Clerk II's and Specialty Department Clerk II's (fifty percent [50%] objective).

Hours worked are defined as hours worked by all Bargaining Unit employees within a store.

It is understood that in some cases over fifty percent (50%) of the hours in a classification may be scheduled to Clerk II's providing the store total does not exceed fifty percent (50%) of the hours scheduled to Clerk II's.

3. It is understood that in a new store that the percentage of hours scheduled to Clerk II's and Specialty Clerk II's shall exceed fifty percent (50%) until the senior new hires progress past four thousand, six hundred and eighty (4,680) hours worked.

In a new store, where the "fifty percent (50%) objective" is being exceeded, once employees employed as Clerk II's or Specialty Department Clerk II's have worked 4,680 hours, the senior employees shall be promoted into the classification where they have been scheduled (i.e., running a checkstand - reclassified as Clerk Cashier) until the "fifty percent (50%) objective" is attained.

It is understood that in a new store, the percentage of hours scheduled to Pre-Ratification, 1998 employees (which included "Key Personnel"), upon opening, will be twenty-five percent (25%). These hours will be scheduled by existing seniority provisions.

4. Clerk II's and Specialty Clerk II's may be scheduled to a maximum of forty (40) hours per week. Senior employees in these classifications shall be scheduled at least as many hours as junior employees in these classifications within each work schedule.

Clerk II's and Specialty Department Clerk II's shall be scheduled by the Employer as required. It is intended that employees in these classifications shall be scheduled firstly on weekends and evenings insofar as is practicable to maintain the efficient operation of the store. In the event there are not sufficient available hours on the weekends and evenings, the Employer will next schedule any remaining hours during the day.

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5. In the case of acquisitions, employees will be placed in classifications such that fifty percent (50%) of the hours worked shall be scheduled to Clerk II's and Specialty Department Clerk II's.
6. In the event that a store exceeds the "fifty percent (50%) objective" (once that level has been achieved under point 3 above) in a quarter, then the store will be required to balance the use of Clerk II's and Specialty Department Clerk II's by using less hours in the next quarter.
7. The Employer will provide the Union with a quarterly report to show the percentage of hours worked by Clerk II's and Specialty Department Clerk II's. The Union and the Employer agree to establish a committee to regularly review the results of the quarterly report.

Where it can be shown that quarterly adjustments prove to be detrimental to Pre-Ratification 1998 employees, the Union and the Employer may mutually agree to modify the adjustment process.

8. The Employer shall not be required to remit contributions to the Dental Plan as described in Section 11 - Retail Clerks Dental Plan on behalf of hours worked by Clerk II's and Specialty Department Clerk II's.

All new Stores after ratification 2004 shall have seventy-five percent (75%) of the new hours scheduled to Clerk II's and twenty-five percent (25%) of the hours scheduled to remaining classifications in the Store for a minimum period of five (5) years.

All Replacement Tober Stores:

This confirms our agreement during negotiations that this Letter of Understanding shall form part of the Collective Agreement which shall be enforceable under all its Sections except where specifically amended herein. All provisions which are not specifically amended shall remain in full force and effect.

The Union and the Employer agree that the following terms and conditions of employment shall apply to replacement stores that open after Ratification, 1998:

1. All vacancies shall be classified as Clerk II's or Specialty Department Clerk II's (except Service Clerk vacancies) and shall be permitted to perform all duties within the classification and department they are assigned.
2. The objective is to have fifty percent (50%) of the hours worked on a store scheduled to employees employed as Clerk II's and Specialty Department Clerk II's.

Hours worked are defined as hours worked by all Bargaining Unit employees within a store.

It is understood that in some cases over fifty percent (50%) of the hours in a classification may be scheduled to Clerk II's providing the store total does not exceed fifty percent (50%) of the hours scheduled to Clerk II's.

3. Once a store achieves the "fifty percent (50%) objective" then the stores will be required to promote senior Clerk II's and Specialty Department Clerk II's to ensure the "fifty percent (50%) objective" is balanced.

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Errors and Omissions Excepted

4. Clerk II's and Specialty Department Clerk II's may be scheduled to a maximum of forty (40) hours per week. Senior employees in these classifications shall be scheduled at least as many hours as junior employees in these classifications within each work schedule.

Clerk II's and Specialty Department Clerk II's shall be scheduled by the Employer as required. It is intended that employees in these classifications shall be scheduled firstly on weekends and evenings. In the event there are not sufficient available hours on the weekends and evenings, the Employer will next schedule any remaining hours during the day.

5. In the event that a store exceeds the "fifty percent (50%) objective" in a quarter, then the store will be required to balance the use of Clerk II's and Specialty Department Clerk II's by using less hours in the next quarter.
6. The Employer will provide the Union with a quarterly report to show the percentage of hours worked by Clerk II's and Specialty Department Clerk II's. The Union and the Employer agree to establish a committee to regularly review the results of the quarterly report. As well, the Employer will develop a weekly report of results so that adjustments can be made on an ongoing basis so that the percentage objectives are met at the end of each quarter.

Where it can be shown that quarterly adjustments prove to be detrimental to Pre-Ratification 1998 employees, the Union and the Employer may mutually agree to modify the adjustment process.

7. The Employer shall not be required to remit contributions to the Dental Plan as described in Section 11 - Retail Clerks Dental plan on behalf of hours worked by Clerk II's and Specialty Department Clerk II's.

Seventy-five percent (75%) of the hours made available due to sales increase shall be scheduled to Clerk II's and Specialty Department Clerk II's. Twenty-five percent (25%) of these hours will be scheduled to Pre-Ratification 1998 employees. The employer and the Union shall meet, within thirty (30) days prior to the replacement store opening, to determine the base of hours. The parties will adjust the measurement time of the base to ensure recent competitive activity is taken into account.

All future Replacement Stores after ratification 2004 shall have seventy-five percent (75%) of the new hours scheduled to Clerk II's to a maximum of seventy-five percent (75%) of the bargaining unit hours in the store for a minimum five (5) year period from date of opening. It is understood that the current practice of the calculation of the "base hours formula" will continue.

Existing Tober Stores

This confirms our agreement during negotiations that this Letter of Understanding shall form part of the Collective Agreement which shall be enforceable under all its Sections except where specifically amended herein. All provisions which are not specifically amended shall remain in full force and effect.

The Union and the Employer agree that in existing stores the new classifications will be implemented under the following terms and conditions:

1. All vacancies shall be classified as Clerk II's and Specialty Department Clerk II's (except Service Clerk vacancies) and shall be permitted to perform all duties within the classification and department they are assigned.

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Errors and Omissions Excepted

2. The objective is to have fifty percent (50%) of the hours worked in a store scheduled to employees employed as Clerk II's and Specialty Department Clerk II's (fifty percent [50%] objective").

Hours worked are defined as hours worked by all Bargaining Unit employees within a store.

3. It is understood that the available hours of work scheduled to Clerk II's and Specialty Department Clerk II's shall be claimable by employees hired prior to Ratification 1998, within each classification.
4. Clerk II's and Specialty Department Clerk II's shall be scheduled by the Employer as required. It is intended that employees in these classifications shall be scheduled firstly on weekends and evenings. In the event there are not sufficient available hours on the weekends and evenings, the Employer will next schedule any remaining hours during the day.

Clerk II's and Specialty Department Clerk II's may be scheduled to a maximum of forty (40) hours per week. Senior employees in these classifications shall be scheduled at least as many hours as junior employees in these classifications within each work schedule.

5. Once a store achieves the "fifty percent (50%) objective" in a quarter, then the store will be required to balance the use of Clerk II's and Specialty Department Clerk II's by using less hours in the next quarter.
6. The Employer will provide the Union with a quarterly report to show the percentage of hours worked by Clerk II's and Specialty Department Clerk II's. The Union and the Employer agree to establish a committee to regularly review the results of the quarterly report.

Where it can be shown that quarterly adjustments prove to be detrimental to Pre-Ratification 1998 employees, the Union and the Employer may mutually agree to modify the adjustment process.

7. The Employer shall not be required to remit contributions to the Dental Plan as described in Section 11 - Retail Clerks Dental Plan on behalf of hours worked by Clerk II's and Specialty Department Clerk II's.

SIGNED THIS 8th **DAY OF** December, 1998 .

AMENDED THIS 12TH **DAY OF** FEBRUARY, 2004 .

UNOFFICIAL UNSIGNED DRAFT
Errors and Omissions Excepted

LETTER OF UNDERSTANDING #20

Re: Cashier – Variable Duties

The parties have discussed the assignment of variable duties (specifically candy stocking, magazine stocking, returns/take-backs, and general clean-up) to cashiers on a seniority basis.

Store management will endeavour to assign the above duties to cashiers on the shift at the time said duties are required to be worked, on the basis of seniority.

It is understood that the cashier's first priority is customer service, i.e., checkstand duties. The determination of when variable duties are to be done remain the exclusive jurisdiction of management.

The parties will monitor the application of this undertaking on a regular basis and will meet to discuss this matter and the workability of this undertaking into the future.

SIGNED THIS 12TH DAY OF FEBRUARY , 2004 .

LETTER OF UNDERSTANDING #21

Re: Early Retirement Offer

The Union and the Company have discussed the possibility of an early retirement offer.

If the Company wishes to implement an early retirement offer, the Company will meet with the Union to discuss the offer and the parties may if necessary agree to amend the collective agreement. Any such offer, once developed, must be agreed to by both the Union and the Company before any implementation can occur.

SIGNED THIS 12TH DAY OF FEBRUARY , 2004 .

UNOFFICIAL UNSIGNED DRAFT
Errors and Omissions Excepted

LETTER OF UNDERSTANDING #22

Re: Movement Between Grids

- i. Clerk II employees with four thousand (4000) or more hours worked at Sunday after Ratification 2009 shall be entitled to move to pre-ratification scales once they have achieved the top rate in the new Clerk II wage scale (even if the store has not yet achieved the fifty percent (50%) objective in a quarter).
- ii. An employee reclassified as a pre-ratification scales employee pursuant to (i) above who works an average of at least thirty-six (36) hours per week during a thirteen (13) consecutive week period in the area covered by the Collective Agreement shall automatically become entitled to full-time status within their store without applying for a job posting.
- iii. Reclassification to pre-ratification scales and subsequent promotion to full-time status in accordance with paragraphs (i) and (ii) above will not result in a vacant full-time position under 14(r) of the Collective Agreement. Accordingly, it is agreed that no postings will be triggered by the operation of this Letter of Understanding.
- iv. Stores not at the fifty percent (50%) objective shall work towards this objective through attrition and /or growth on the following basis:
 - a. Employees in pre-ratification scales, not maximized, shall be permitted to continue to maximize their hours of work.
 - b. No current pre-ratification scales employee shall be reclassified to Clerk II.

SIGNED THIS 20th DAY OF April, 2009.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
TOBER ENTERPRISES (1979) LTD.

Ivan Limpright
President

UNOFFICIAL UNSIGNED DRAFT
Errors and Omissions Excepted

LETTER OF UNDERSTANDING #23

Re: Joint Seminars for Store Management and Shop Stewards

Once the Collective Agreement is complete, the Company and the Union shall conduct joint seminars for shop stewards and store management to explain the changes within the new Agreement.

SIGNED THIS 20th DAY OF April, 2009.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
TOBER ENTERPRISES (1979) LTD.

Ivan Limpright
President

LETTER OF UNDERSTANDING #24

Re: Specialty Department and Specialty Department Clerk II's Assigned to Bistro

All Specialty Department Clerks and Specialty Department Clerk II's currently assigned to the Bistro shall be reclassified to Clerk Cashier or Clerk II respectively.

SIGNED THIS 20th DAY OF April, 2009.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
TOBER ENTERPRISES (1979) LTD.

Ivan Limpright
President

UNOFFICIAL UNSIGNED DRAFT
Errors and Omissions Excepted

LETTER OF UNDERSTANDING #25

Re: Health & Safety Letter from the Employer to the Union

The Employer is committed to continuing to meet their responsibilities as an employer within the province of B.C. For your information this continued commitment as outlined in Occupational Health and Safety regulations includes, but is not limited to, all health and safety committee obligations such as regular meetings and training for all health and safety committee members. In addition, the Company's safety programs will continue to promote injury prevention, awareness and education of safe work procedures, and ensuring all store management comply with all WorkSafe BC's OHS regulations.

Each member of the OHS Committee is entitled to attend an annual educational leave totaling eight (8) hours, or a longer period if prescribed by regulation, for the purposes of attending occupational health and safety training courses conducted by or with the approval of WorkSafe BC. The Employer will ensure that every member of the OHS committee is made fully aware of this entitlement.

SIGNED THIS 20th DAY OF April, 2009.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
TOBER ENTERPRISES (1979) LTD.

Ivan Limpright
President

UNOFFICIAL UNSIGNED DRAFT
Errors and Omissions Excepted

LETTER OF UNDERSTANDING #26

Re: Work Accommodation

On an ongoing basis the Union and the Employer continue to work together whenever it appears that a long-term or “permanent” accommodation of an employee may be necessary.

The Parties agree to meet to discuss and resolve issues concerning said accommodation files.

It is acknowledged that the Employer, the Union, and the employees all have a responsibility to accommodate disabled employees who return to work.

SIGNED THIS 20th DAY OF April, 2009.

FOR THE UNION
UNITED FOOD AND COMMERCIAL
WORKERS, LOCAL 1518

FOR THE EMPLOYER
TOBER ENTERPRISES (1979) LTD.

Ivan Limpright
President

LETTER OF UNDERSTANDING #27

Re: Interpretation of Section 8(y) Bereavement/ Funeral Leave

The following information is provided to both managers and employees to help with the interpretation of sections and clauses contained within the Collective Agreement. It is how the company will administer those that have the potential or have been a cause for misunderstandings. This will ensure that all employees who are covered under the same Collective Agreement are treated fairly and consistently.

SECTION OR CLAUSE

The Funeral/Bereavement Clause (Section 8(y) contained within the Collective Agreement was intended as a guarantee that no employee would suffer the loss of any wages due to the death of one of the relatives indicated. With this in mind, the Clause will be administered in the following manner.

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UP TO THREE (3) DAYS – PARAGRAPH ONE

An employee may have an entitlement of up to three (3) days of Funeral/ Bereavement leave. The three days of paid leave may be granted in the event of the death of a 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. The employee will receive approved Funeral/ Bereavement Leave if attending the funeral (service) beginning on the day of service unless otherwise specified in this interpretation. If the service is held within the City (GVRD) the employee will be granted a one (1) day leave. If the service is 250km or less from the GVRD, then the employee will be granted two (2) days of leave. Three days of leave will be granted in the event that the service is held in a location that is greater than 250km from the GVRD. The first day of the three days will be granted for the weekday before the service and the third will be for the next weekday after the service. If the employee will not be attending the service they will be granted a Funeral/ Bereavement Leave of only one (1) day on the date of the service.

ONE (1) WEEK – PARAGRAPH TWO

An employee is entitled to one (1) week of Funeral/ Bereavement Leave in the event of the death of a spouse, father, mother, child, brother, sister, current step-mother, or current step-father. Approved Bereavement Leave will start the next calendar day after the employee was notified or could have been notified of the death. In the event that the employee is notified prior to starting their shift the first day will be approved for the same day. A reasonable test will be applied to the “could have been notified” portion of this interpretation. The leave will be approved for the seven (7) continuous calendar days starting with the first day of the leave as set out above.

Part-time employees who are approved for one (1) week of Funeral/ Bereavement Leave will receive pay based on the following. The pay will be based on the average of the previous four (4) weeks they worked. If there was an approved vacation period during those four (4) weeks they will be removed and an equal number of weeks will be added into the calculation from the period immediately prior to the vacation.

PARAGRAPH THREE

The above noted dates will be the only dates that Management will recognize as starting dates for the purpose of approving Funeral/ Bereavement Leave. Special circumstances regarding travel arrangements may be considered by management when approving the starting date for this leave. The employee’s schedule will not be altered for the purpose of receiving a paid Funeral/ Bereavement Leave. You will only receive paid leave for those days that you were scheduled to be working but were not able to because of an approved leave under this clause. An employee’s approved vacation or unpaid time off from work will not be reversed or changed for the purposes of this clause. Provided operational requirements allow it, an employee may be able to extend either period of the Funeral/ Bereavement leave using any of the paid or unpaid leaves they would normally be entitled to under the Collective Agreement.

Management has the right to request confirmation of the above dates, therefore, an employee may be required to provide acceptable proof if asked. If acceptable proof cannot be provided, the employee will not receive paid Funeral/ Bereavement Leave.

The following examples will illustrate how this clause will be administered.

Schedule

Sunday (a)	Monday (b)	Tuesday (c)	Wednesday (d)	Thursday (e)	Friday (f)	Saturday (g)
Off	Off	8:00 to 4:30	8:00 to 4:30	8:00 to 4:30	ATO	8:00 to 4:30

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Errors and Omissions Excepted

Example 1

Using the above schedule, the employee's grandmother has passed away on the Thursday before this schedule and the funeral is on Tuesday (c). The funeral is in Burnaby. The employee is entitled to 1 day of Bereavement Leave with pay for Tuesday (c).

Example 2

Using the above schedule, the employee's grandmother has passed away on the Thursday before this schedule and the funeral is on Tuesday (c). The funeral is in Hope. The employee is entitled to 2 days of Bereavement Leave with pay for Tuesday (c) and Wednesday (d).

Example 3

Using the above schedule, the employee's grandmother has passed away on the Thursday before this schedule and the funeral is on Tuesday (c). The funeral is in Edmonton. The employee has an entitlement of up to 3 days of Bereavement leave with pay. They would only receive pay for Tuesday (c) and Wednesday (d). Monday (b) is a scheduled day off; it would remain as a scheduled day off.

Example 4

Using the above schedule, the employee's grandmother has passed away on the Thursday before the schedule and the funeral is on Thursday (e). The funeral is in Edmonton. The employee is entitled to 3 days of Bereavement Leave with pay for Wednesday (d), Thursday (e) and Friday (f) – note that the ATO will be reversed and the employee will receive a Bereavement Leave day with pay for Friday (f).

LETTER OF AGREEMENT

This Letter of Agreement shall become a permanent feature of this, and all future Collective Agreements between the Union and the Employer.

The Employer agrees that in the event of a strike or lock-out, no management exclusions from the "me too" Bargaining Unit may work in the struck or locked-out area.

SIGNED THIS 8th **DAY OF** December , 1998 .

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