

# **COLLECTIVE AGREEMENT**

between

**BC526293 Ltd. - Extra Foods - Castlegar, BC**

and

**UFCW Local 247**

# **COLLECTIVE AGREEMENT**

BETWEEN:

**BC526293 LTD.**, carrying on business in the province of British Columbia, hereinafter referred to as 'THE EMPLOYER'

AND:

**THE UNITED FOOD AND COMMERCIAL WORKERS, LOCAL 247**, chartered by United Food and Commercial Workers International Union AFL-CIO-CLC, hereinafter referred to as 'THE UNION'

WHEREAS: The Employer and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Employer and the employees covered by this Agreement, and provide methods for a fair and amicable adjustment of disputes which may arise between them.

## **ARTICLE 1 - BARGAINING AGENCY**

- 1.1 BC526293 LTD., recognizes the United Food and Commercial Workers Union, Local 247 as the exclusive bargaining agent for its employees in Castlegar covered by this Collective Agreement employed at:
  - a) 'Extra Foods' stores owned and operated by the Employer.
- 1.2 Store Owner(s), Managers, Department Supervisors, Store Administrators, Pharmacists, Undergraduate Pharmacists and those above the rank of Department Supervisor are specially excluded from the bargaining unit and are not covered by the Agreement.

## **ARTICLE 2 - CLARIFICATIONS OF TERMS**

- 2.1 In this Agreement, wherever the words 'he', 'his', 'her', or 'him' appears, it shall be construed as meaning any employee, male or female. Whenever the 'employee' or 'employees' appear, it shall mean any person or persons covered by this Agreement.

## **ARTICLE 3 - UNION SECURITY**

- 3.1 Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter, shall, within forty (40) hours after the commencement of his employment, apply for and maintain

membership in the Union as a condition of employment.

- 3.2 The Employer agrees to provide each new employee, at the time of employment, with material outlining to the employee, his responsibility in regard to Union membership as supplied by the Union and outlining the provisions of Article 16.1, 16.2, 16.3 of this Agreement, and to provide the Union, in writing, with the name and address of each employee to whom they have presented the material, along with the employee's date of hire, contents of the material 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.
- 3.3 No employee shall be discharged, disciplined or discriminated against for any lawful Union activity, or for serving on a Union committee or for reporting to the Union the violation of any provision of this Agreement. Instances of alleged violation of the foregoing will be brought to the attention of the Manager, and a full investigation by the parties will follow. The above will be subject to the grievance procedure. Any alleged harassment will be dealt with by the Employer.
- 3.4 Where an employee alleges that sexual harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement.
- 3.5 It is the responsibility of the employee to maintain membership in good standing as outlined in the International Constitution and the Local Union Policy.

#### **ARTICLE 4 - DEDUCTION OF UNION DUES**

- 4.1 The Employer agrees to deduct from the wages of each employee, initiation fees, Union dues, and assessments that are authorized by a regular and proper vote of the membership of the Union.

The Employer further agrees, automatically, to deduct Union dues from the wages of new employees.

- 4.2 The employer shall remit once each accounting period to the Union:
  - a) monies deducted from wages of its employees for Union initiation fees, dues, assessments and hours paid;
  - b) a statement showing each employee's name from whom deductions were made and the amount of the deduction;
  - c) a statement showing the names of the employees terminated and hired during the preceding accounting period;
  - d) a statement provided twice annually, in January and July, showing the name,

home phone number, social insurance number and postal code of all bargaining unit employees.

Commencing with the first week of employment, Initiation Fees shall be deducted in ten (10) weekly instalments.

## **ARTICLE 5 - BASIC WORK WEEK AND TIME RECORDING**

The Employer reserves the right to schedule hours of operations, employees' hours of work, rest periods, meal periods and overtime work, subject to the following provisions:

### 5.1 Basic Work Week

- a) The basic work week of an employee working full-time at Extra Foods shall be forty (40) hours consisting of five eight hour days;
- b) Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked;
- c) Employees shall not work longer than their regular, scheduled work day, unless requested to do so by Management; in which event, additional time will be paid at applicable regular or overtime rates. Employees are required to leave the store as soon as it is reasonable to do so.

### 5.2 Time Sheet/Time Clocks

- a) The Employer shall provide either time clocks or time sheets 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, and such other recordings as be required by the Employer. Where time sheet are used, the employees will record their time in a ballpoint pen.

- b) In the event the time to be paid is less than the time recorded, the employee shall be advised. An employee, who for any reason fails to record all time worked in the manner required by the Article shall be penalized upon authorization from the Union as follows:
  - i) 1st violation - three (3) days' suspension without pay;
  - ii) 2nd violation - one (1) weeks' suspension without pay. Suspension shall be implemented within one (1) month of notification to do so, unless a longer period is mutually agreed upon by the Union and the Employer; or in the event that the requested suspension becomes subject to the grievance procedure.
  - iii) 3rd violation - two (2) weeks' suspension without pay.

- 5.3 The Employer is committed to the early resolution of payroll disputes. If an employee believes that they were paid incorrectly, they should immediately bring it to the attention of their Supervisor. If the matter is not resolved to their satisfaction, then it should be brought to the attention of the Manager and the Union.
- In the event that an employee is not paid the correct amount of pay as a result of an error made by the Employer, and is not remedied within three (3) working days, the Employee shall be compensated an additional 10% of any shorted amount, provided the employee brings the matter to the attention of the Employer as determined above in the week following payday and the Employee has properly recorded their time (by TAS swipe where applicable).

## **ARTICLE 6 - OVERTIME**

- 6.1 All time worked in excess of the basic work week or work day, as defined in Article 5.1 of this Agreement, shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) the regular hourly rate for the first two (2) hours overtime worked in any one (1) day, and double time (2x) the regular rate for all hours worked in excess of two (2) hour overtime.
- 6.2 Part-time employees shall be compensated at the rate of one and one-half ( $1\frac{1}{2}$ ) their regular hourly rate for all hours worked over eight (8) hours in any one (1) day and forty (40) hours per week. Hours in excess of eleven (11) hours in a day shall be compensated at the rate of two (2) times their regular hourly rate of pay.
- 6.3 Compensating time off shall not be given in lieu of overtime pay.
- 6.4 All overtime work must be authorized by the Employer.
- 6.5 When overtime of more than two (2) hours is to be worked, consecutive with the regular hours of work, the employee shall be entitled to a fifteen (15) minute paid rest period before commencing overtime.

## **ARTICLE 7 - MEAL PERIODS - FULL-TIME EMPLOYEES**

- 7.1 Full-time employees working six (6) hours, up to and including eight (8) hours, shall be scheduled by the Employer for a meal period of not more than sixty (60) minutes without pay. This shall commence not earlier than three (3) hours nor later than five (5) hours after the start of the employee's shift.
- 7.2 Upon mutual agreement an employee's lunch break may be less than one (1) hour's duration.
- 7.3 Meal period will be scheduled as near mid-shift as possible. Similarly, rest periods will be scheduled as near to midway between the meal period and the commencement and finish of a shift, as possible.

## **ARTICLE 8 - REST PERIODS - FULL-TIME EMPLOYEES**

- 8.1 An employee working six (6) hours, up to and including eight (8) hours, shall be scheduled by the Employer for two (2) rest periods not to exceed fifteen (15) minutes each; to commence not earlier than one (1) hour after the start of the shift nor less than one (1) hour before either the meal period or the end of the shift. If an employee abuses this provision he/she will be subject to discipline, as determined by the Employer, which shall be subject to the grievance procedure.

## **ARTICLE 9 - MEAL AND REST PERIODS - PART-TIME EMPLOYEES**

- 9.1 An employee working a daily shift of four (4) hours will have one (1) rest period not to exceed fifteen (15) minutes.
- 9.2 A daily shift of more than five (5) hours, but less than seven (7) hours, will have two (2) paid rest periods of fifteen (15) minutes duration each which may be scheduled as follows, if mutually agreeable:
- a) combine the two (2) rest periods at midshift;
  - b) two (2) rest periods as per usual practice with half (1/2) hour for lunch break unpaid.
- 9.3 An employee working a daily shift of seven (7) or more hours, up to and including eight (8) hours, shall be scheduled for two (2) rest periods not to exceed fifteen (15) minutes and one (1) lunch period without pay. If an employee abuses this provision he/she will be subject to discipline as determined by the Employer, which shall be subject to the grievance procedure. Rest periods, as described above, shall be with pay. Except in cases of emergency, meal and rest periods will be uninterrupted.
- 9.4 Meal periods will be scheduled as near mid-shift as possible. Rest periods shall commence not earlier than one (1) hour after the start of the shift nor less than one (1) hour before either the meal period or the end of the shift. For shifts of five (5) hours or longer, the rest period shall not commence earlier than one and a half (1 1/2) hours after the start of the shift nor less than one and a half (1 1/2) hours before the end of the shift.
- 9.5 If specifically agreed between the employee and the Supervisor, rest period may be paid at the employee's applicable rate of pay instead of taken.

## **ARTICLE 10 - WORK SCHEDULES - NOTICE OF CHANGE**

The following applies to regular full-time and part-time employees.

- 10.1 A minimum of twenty-four (24) hour notice must be given by the Employer to reschedule an employee's work shift. Such notice is not required with respect to overtime work, absence of staff due to sickness or accident or in case of emergency.

- 10.2 A copy of the completed master schedule with all changes and authorized time noted shall be posted by 6:00 P.M. Monday, following the end of the week, and shall remain posted until the new schedule is posted by 5:00 P.M. Thursday.

The posted schedule for full-time employees will cover the following two (2) week period.

Any changes to the posted schedule must be conveyed directly to the employee by the Supervisor.

- 10.3 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 an emergency.

An emergency shall be defined as: Any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgement, have been foreseen by the employer.

- 10.4 Employees in retail operations shall be allowed ten (10) hours rest between shifts except in an emergency or where by mutual agreement between the Company and the employee, eight (8) hours of rest between shifts is allowed.

There will be a minimum of twenty-four (24) hours between the end of the employee's day shift and the beginning of the employee's night stocking shift and also between the end of the employee's night stocking shift and the beginning of the employee's day shift.

- 10.5 All employees who are scheduled to work twenty (20) or more hours per week shall be scheduled two (2) consecutive days off each week where it is consistent with the efficient operation of the department. This may be altered by mutual agreement between the Employer and the Employee.

Where possible, full-time employees shall receive either a **Friday/Saturday**, Saturday/Sunday or Sunday/Monday off once per four week period calendar.

- 10.6 In the event that an employee is unable to attend work due to illness, the employee must provide the Employer with as much notice as possible, but in any event, not less than one (1) hour.

When calling in sick or to miss a shift for any reason, employees must speak to their Supervisor or, in the absence of their Supervisor, the Owner, Manager or Key Holder on duty.

- 10.7 Employees will be required to work no more than four (4) hours on the express checkout in any one day, except in the case of an emergency.

- 10.8 Employees starting a shift between the hours of midnight and 4:00 a.m. inclusive will be scheduled for shifts of not less than five (5) hours.

- 10.9 Where it is consistent with the efficient operation of the department, an employee

will not be required to work more than seven (7) consecutive days.

## **ARTICLE 11 - WAGES - MINIMUM HOURLY RATES**

### 11.1 Rate Schedule

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

### 11.2 Night Shift Lead Hands

When night stocking takes place, and a Supervisor is not on duty, one (1) employee on the night stocking shift, shall be designated a Lead Hand, and shall be paid a premium in addition to the regular rate of pay of seventy-five cents (\$.75) per hour.

## **ARTICLE 12 - GENERAL HOLIDAYS**

### 12.1 The following days shall be paid General Holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
1st Monday in August	Boxing Day

and Heritage Day, if and when proclaimed by Federal or Provincial Governments, and all other public holidays proclaimed by the Dominion, Provincial or Municipal Governments; provided, that all other major grocery stores close on any such holiday proclaimed.

### 12.2 General Holidays shall be observed on the day they actually occur. Such may be changed by mutual agreement, but shall be taken within two weeks of said holiday.

### 12.3 In the case of a General Holiday proclaimed by a City or Municipality, only those store of the Employer in that City or municipality shall be affected by the requirements of this Article.

### 12.4 Provided he/she works his/her regular scheduled full work day before and after the holiday, unless absent due to a bona fide illness or accident, employee regularly working shall receive eight (8) hours pay for each such holiday.

### 12.5 Employees required to work on a holiday shall be compensated at the rate of double (2x) their regular hourly rate for each hour worked, and full-time employees shall receive eight (8) hours minimum pay at the overtime rate (2x) for whatever time worked.

## 12.6 Part-time Employees General Holidays

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

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

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

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

12.10 In a week where one (1) general holiday occurs, as identified in Article 12.1, the basic work week for a full-time employee shall be thirty-two (32) hours. In a week where two (2) general holidays occur, the basic work week for a full-time employee shall be twenty-four (24) hours.

## **ARTICLE 13 - RATES FOR RELIEF WORK**

13.1 Any employee assigned to relieve the following Departmental Supervisors for a period of more than two (2) days shall be paid the following premium for such positions for all time employed:

General Merchandise Supervisor	Seventy-five (\$.75) per hour;
Food Supervisor	One dollar (\$1.00) per hour;

13.2 Premium pay for relieving the above Departmental Supervisors shall be over and above the employee's present prevailing rate. In the case of an Assistant Supervisor, the difference between the relief and Assistant Supervisor premium will be added to the Assistant's rate for the period of relief.

## **ARTICLE 14 - STAFF MEETINGS**

14.1 Staff meetings, whenever held, shall be considered as time worked, and compensated for, except where attendance by an employee is on a voluntary basis. Notices posted for staff meetings will clearly state whether the meeting is mandatory or voluntary.

## **ARTICLE 15 - CREDIT FOR PREVIOUS EXPERIENCE**

15.1 New employees will be classified according to previous experience to a maximum of six (6) months (one thousand and forty) (1040) hours) except for Bakery Production and Meat Production Specialists classifications which will be to maximum of twelve (12) months (two thousand and eighty (2080) hours), in their designated classification, provided:

- i) it is comparable experience in a unionized chain retail food store; and
- ii) twelve (12) months have not elapsed since their last day worked.

15.2 It shall be the responsibility of the employee to supply reasonable proof of his previous experience within sixty (60) calendar days of employment. Otherwise, all claims for credit for previous experience shall be forfeited by the employee. Reasonable proof will mean that if past employment records are not obtainable, the Union records, income tax records, or other similar documents will be acceptable. The hourly rate for recognized credit will be effective from the first day of employment.

The Employer will have the right to demand proof of past experience from the employee affected in establishing his proper wage scale.

15.3 When an employee is promoted to a specialist there will be no loss of seniority hours or reduction in pay.

## **ARTICLE 16 - CALL-IN-TIME**

16.1 All employees called in, and who report for work shall, if requested to work less than four (4) hours, shall receive four (4) hours pay at their regular hourly rate.

## **ARTICLE 17 - VACATIONS**

17.1 Vacations shall be scheduled from April 1st to September 30th unless otherwise mutually agreed by the Employer and the employee. So far as is practical and consistent with the Employer maintaining an efficient operation, vacations shall be granted during the time requested by the employees. The application for vacations shall be granted on basis of, and in order of, respective employee's seniority in selection of vacation dates.

The Employer shall post a notice by January 31st advising employees seeking vacation time to submit requests to their supervisors by February 28th. Vacation schedules will be confirmed by March 15th after which changes will be by mutual agreement. If the request for vacation time is not made by February 28th, they will be granted at the Employer's discretion.

17.2 All part-time employees who have completed one year of continuous employment

with the Employer will have the opportunity to schedule two (2) weeks vacation. Part-time employees who have completed three (3) years of continuous employment with the Employer shall receive a third week of vacation. Such time off will be without pay. Part-time vacation schedules will be completed following the selection by full-time employees.

The Employer will provide part-time employees with their vacation pay for the previous year by the end of January.

- 17.3 Where employees are entitled the three (3) weeks of vacation, the additional week of vacation may be scheduled consecutively, at the discretion of the Employer.
- 17.4 Employees entitled to four (4) or more weeks of paid vacation shall receive their additional two (2) or more weeks consecutively unless the employee and the Employer mutually agree otherwise, with such additional weeks to be scheduled at the description of the Employer.
- 17.5 All full-time employees, after one (1) calendar year (January 1 - December 31) of service as a full-time employee, shall receive two (2) weeks vacation with pay.
- 17.6 All employees with three (3) or more calendar years of continuous service with the Employer as a full-time employee, shall receive three (3) weeks vacation with pay during the vacation period unless otherwise mutually agreed.
- 17.7 All employees with eight (8) or more calendar years of continuous service with the Employer as a full-time employee shall receive four (4) weeks vacation with pay.
- 17.8 All employees with thirteen (13) or more calendar years of continuous service with the Employer as full-time employee shall receive five (5) weeks vacation with pay. All employees with eighteen (18) or more calendar years of continuous service with the Employer as a full-time employee shall receive six (6) weeks vacation with pay.
- 17.9 All employees with twenty-three (23) or more calendar years of continuous service with the Employer as full-time employees shall receive seven (7) weeks vacation with pay.
- 17.10 Full-time employees who are eligible for five (5) weeks or more vacation will have the opportunity to schedule three (3) weeks vacation during prime time.
- 17.11 Part-time employees with less than three (3) years of continuous employment with the Employer shall receive vacation pay in the amount of not less than four percent (4%) of their total earnings.
- 17.12 Part-time employees with three (3) years or more of continuous employment with the Employer shall receive six percent (6%) of their total earnings.
- 17.13 Part-time employees with eight (8) or more years of continuous employment with the Employer shall receive eight percent of their total earnings.
- 17.14 Part-time employees with thirteen (13) or more years of continuous employment

- shall receive ten percent (10%) of their total earnings as vacation pay.
- 17.15 Part-time employees with eighteen (18) or more years of continuous employment shall receive twelve percent (12%) of their total earnings as vacation pay.
  - 17.16 Part-time employees with twenty-three (23) or more years of continuous employment shall receive fourteen percent (14%) of their total earnings as vacation pay.
  - 17.17 Part-time employees with thirteen (13) or more years of continuous employment with the Employer will have the opportunity to schedule three (3) weeks time off during prime time.
  - 17.18 A part-time employee proceeding to full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the Employer as a part-time employee and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate yearly credit for future vacation entitlements, as provided above.
  - 17.19 The Employer agrees to provide vacation pay on a 'total compensation' or normal weeks pay, whichever is greater. Total compensation shall mean 'all monies received directly from the Employer' (wages, overtime, bonuses, premiums, vacation pay, sick-leave-credit payments, and other items of similar nature).
  - 17.20 Where general 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/she been working. Where an employee received three (3) or more weeks vacation with pay and a general 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 interferes with vacation schedules or hampers operations.
  - 17.21 All time lost (up to thirty-one (31) consecutive days) because of sickness, or non-occupational accident, all time lost due to occupational accident, all time absent on paid full-time vacation, paid general holidays and all time spent at bakery apprenticeship schools (assuming the employee returns to the Employer following the completion of his/her course) shall be considered as time worked for the purpose of determining the vacation allowance to which a full-time employee is entitled.
  - 17.22 All employees, whose absence due to non-occupational accident or sickness or unpaid leave of absence, extends beyond thirty-one (31) consecutive days and results in less than forty (40) hours' pay per week, shall have their vacation pay prorated in the subsequent vacation year.
  - 17.23 Where the services of an employee are retained by the purchaser of the business, his/her service (for vacation purpose only) shall be deemed to be interrupted by the sale or purchase of the business and shall be binding upon the purchaser, in accordance with prevailing statutes.

- 17.24 Employees who have worked thirty (30) days but less than one (1) year and who terminate their employment will receive a vacation allowance to the amount equal to four percent (4%) of the total salary and wages earned for which no vacation allowance has been paid.
- 17.25 Employees entitled to two, three, four, five, six, or seven weeks vacation and who terminate their employment shall receive payment for vacation allowance in an amount equal to four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%), and Fourteen percent (14%), respectively, of the total wage and salary earned by the employee during the period of employment for which no vacation allowance has been paid.
- 17.26 Provided the full-time employees advises the Employer, in writing, at least one (1) month before the commencement of his vacation, the Employer agrees to schedule one (1) of the employee's Saturday/Sunday or Sunday/Monday combinations to coincide with the employee's vacation, the Employer agrees to schedule one (1) of the employee's Saturday/Sunday or Sunday/Monday combinations to coincide with the employee's vacation, once per year.
- 17.27 Employees hired after ratification and subsequently promoted to full time will be given a January 1<sup>st</sup> date for vacation purposes and will be on a calendar year for vacation entitlement.

A calendar year is defined as 'the period between the first Sunday in January and the last Saturday in December of the same calendar year'.

Their new vacation date will be January 1<sup>st</sup> of the year determined by the conversion of part-time hours to the annual hours of a regular full-time employee, which will establish the appropriate year credit for future vacation entitlements.

## **ARTICLE 18 - DISMISSAL NOTICE OR PAY IN LIEU THEREOF**

- 18.1 Employees regularly working full-time and upon dismissal by the Employer shall be given individual notice in writing or pay in lieu thereof, as follows:
- (a) one (1) weeks notice in writing or pay in lieu thereof, to those who have completed sixty (60) or more consecutive days service as a full-time employee;
  - (b) two (2) weeks notice in writing or pay in lieu thereof, to those who have completed two (2) or more consecutive years service;
  - (c) three (3) weeks notice in writing or pay in lieu thereof, to those who have completed five (5) or more consecutive years service;
  - (d) four (4) weeks notice in writing or pay in lieu thereof, to those who have completed eight (8) or more consecutive years service;

(e) the Employer agrees to pay severance pay on store closing of one (1) weeks pay up to two (2) years and one (1) week per year over two (2) years to a maximum of twenty (20) weeks pay for full-time employees.

18.2 Full-time employees, reduced to part-time and 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 to which they were entitled immediately prior to the date of their reduction to part-time.

18.3 The Employer shall not be deemed obliged to give any notice whatsoever or to give any pay in lieu thereof, to any employee guilty of rank insubordination, dishonesty, obvious disloyalty, possession and/or consumption of intoxicants or illegal drugs at any time during working hours, or just cause.

18.4 This Article shall not be deemed to invalidate an employee's right under Article 30.

18.5 Theft from the Employer, customers and co-workers is prohibited. Any employee found to be removing or consuming any property belonging to the Employer, customers or other employees will be dismissed with just cause.

Wilful damage to the property of the Employer, customers, or fellow employees is prohibited. Any employee found to be wilfully damaging the property of others in the workplace will be dismissed with just cause.

This Article shall not be deemed to invalidate an employee's right under Article 31.

The use of alcohol and/or drugs compromises the safety of all employees, therefore possession or use of alcohol and/or illegal drugs while working is prohibited. This includes:

- a) Any use, possession, distribution, or the offering for sale of illegal drugs, related paraphernalia or legal drugs prescribed to others.
- b) Any consumption, possession or presence in the body of alcohol during working hours or on the Employer's premises. Employees who are impaired by alcohol or drugs whether consumed at work or prior to work, will be immediately removed from the workplace and referred to the Industrial Relations Department to determine the appropriate action.

A copy of the notice of dismissal given to an employee in accordance with this Article shall be forwarded to the Union Office at the date of giving such notice to the employee concerned.

## **ARTICLE 19 - FUNERAL LEAVE**

19.1 In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay, with consideration given to travel time for attending the funeral. The length of absence shall be up to three (3) days at the discretion of the Employer. The term 'immediate family' shall mean: spouse, parent,

child, brother, sister, step-mother, step-father, step-son, step-daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, and grandchildren, or any relative living in the household of the employee. In the event of the demise of an aunt or uncle, nephew or niece, an employee will be granted one (1) day leave of absence with pay to attend the funeral.

In the case of death of spouse, father, mother or child, the employee shall be entitled to, up to one (1) weeks leave of absence with pay.

- 19.2 Part-time employees time off with pay shall be calculated on a prorated basis of hours worked during the four (4) weeks prior to the week the funeral leave was taken.
- 19.3 Application for additional unpaid leave for out of country travel will be considered.

## **ARTICLE 20 - PREGNANCY LEAVE**

- 20.1 Employees shall request a leave of absence because of pregnancy. Such request will be granted, provided the employee submits to her Employer a request, in writing, for such leave at least four (4) weeks prior to the date she intends to commence such leave, together with a certificate from a qualified medical practitioner indicating the estimated due date, unless medical circumstances prevent the employee from providing the required notice.

Pregnancy leave shall be a maximum of seventeen (17) unpaid weeks of which eleven (11) weeks may be taken prior to delivery. The employer will require additional medical documentation from an employee who requests more than eleven (11) weeks leave prior to her due date.

- 20.2 The employer reserves the right to determine the time upon which a pregnant employee shall be required to commence a leave of absence, if the duties of her position cannot reasonably be performed or if the employee's work is materially affected by the pregnancy.
- 20.3 The employee when returning to work, shall give the Employer two (2) weeks notice of date of return and submit a certificate from her qualified medical practitioner, indicating that her resumption in employment will not, in his/her opinion, endanger her health.
- 20.4 The employee shall be returned to her former position at the completion of her leave of absence. Should the position no longer exist, the Company and the Union shall meet to resolve the issue.
- 20.5 An employee who resumes employment on the expiration of the leave of absence granted in accordance with this Article 20 or Article 21 below will do so with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

All employees returning to work as outlined above shall receive credit to their class hours and seniority hours based on the average hours that they would have worked while on the leave. The credits shall be applied upon the employee's return to work and paid retroactively if applicable.

## **ARTICLE 21 - PARENTAL LEAVE**

- 21.1 Birth mothers who have taken pregnancy leave under Article 20.1 shall at their request be granted an unpaid parental leave of a maximum of thirty-five (35) consecutive weeks, to be taken within the fifty-two (52) week period after the child's birth, beginning immediately after the leave taken under Article 20.1.
- 21.2 Birth fathers, adoptive parents, and birth mothers who have not taken leave under Article 21.1 shall at their request be granted an unpaid parental leave of a maximum of thirty-seven (37) consecutive weeks, to be taken within the fifty-two (52) week period after the birth or adoption of child.
- 21.3 Employees requesting leave under Article 21.2 must give the employer at least four (4) weeks written notice of the date the employee will start parental leave unless:
- (a) the medical condition of the birth mother or child makes it impossible to comply with this requirement,
  - (b) the date of the child's placement with the adoptive parent was not foreseeable.

The Company reserves the right to request appropriate documentation supporting a) or b) above.

- 21.4 Employees on leave shall give the employer a minimum of two (2) weeks notice of their intention to return to work.
- 21.5 If employees eligible for parental leave are parents of the same child and are both employed by the Employer, the Employer is not required to grant parental leave to more than one employee at a time.

## **ARTICLE 22 - LEAVE OF ABSENCE**

- 22.1 The Employer agrees to grant necessary time off without pay, and without discrimination, to not more than two (2) employees provided that both employees are not from the same department, designated by the Union, for a maximum of One (1) year to attend a Labour Convention or to serve in an official capacity for the Union, provided that as much notice as is possible be given, and in any event, not less than fifteen (15) days, provided a suitable replacement can be made available by the Employer for the job involved.
- 22.2 Leaves of absence for which the Employer is reimbursed by the Union will be considered as time worked to a maximum of one hundred (100) hours each calendar

year. However, time paid for by the Union in excess of one hundred (100) hours each calendar year will be credited to the employee's seniority hours but will not be credited for the purpose of service increment.

22.3 Employees shall be considered for leaves of absence without pay for severe personal familial distress. Other applications for unpaid time off for extraordinary life events shall be considered once per the life of the Collective Agreement. Granting of leave shall be subject to operational requirements. Length of leave for extraordinary life events shall not exceed four (4) weeks outside the vacation period or two (2) weeks within the vacation period.

22.4 All applications for leave shall be in writing to the Manager who will make the final decision. Length of leave shall be governed by need. Copies of the application must also be submitted to the Departmental Supervisor and the Union Office.

#### 22.5 Family Responsibility Leave

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

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

### **ARTICLE 23 – UNION'S RECOGNITION OF MANAGEMENT'S RIGHTS**

23.1 The Union agrees that the Management of the Company, including the right to plan, direct and control store operations, direction of the working force, discharge of employees for just cause, and those matters requiring judgement as to the competency of the employees, is the sole right and function of the Employer.

23.2 The parties agree that the Employer shall be the sole judge of the merchandise it may handle, process, manufacture or package and of the manner in which these functions may be carried out and in which the merchandise may be handled, stored, shipped or sold.

23.3 The parties agree that the foregoing enumeration of Management rights shall not be deemed to exclude other recognized functions of Management not specifically covered by the Agreement. The Employer, thereof, retains all rights not otherwise specifically covered by the Agreement.

### **ARTICLE 24 - STORE VISITS, BULLETIN BOARDS AND STEWARD RECOGNITION**

24.1 An authorized representative or executive officer of the Union shall be permitted, after notifying the Manager, to talk with an employee regarding Union matters during regular working hours. The interview of such employee by the Union Representative or executive officer, shall be carried on in a place for and designated by the Employer. Time taken for such interview in excess of five (5) minutes shall not be on Company time. Time taken for such visits shall not disrupt the serving of

customers.

Union representatives may request copies of payroll records including work schedules. Specific requests should be made to the Manager.

Union representatives will be permitted access to locations where bargaining unit members are working, provided they are wearing authorized identification.

- 24.2 A locking case will be placed in the lunch room or another mutually agreed location and be designated for Union notices only. The Union agrees not to post material objectional to the Employer.
- 24.3 The Employer recognizes that shop stewards may be elected or appointed by the Union. The Union shall inform the Employer and post notices of shop stewards on the bulletin boards.

## **ARTICLE 25 - MISCELLANEOUS**

- 25.1 Smocks, etc.

Where the Employer requires the employee to wear smocks or aprons, the Employer shall provide and repair such smocks and aprons free of cost to the employee.

- 25.2 Union Decals

The Employer agrees to display the official Union Decal or Union Card of the Union in a location where it can be seen by the customers. Such decal shall be of a form and size acceptable to Management, and posted in a place approved by the Employer.

- 25.3 The Employer agrees, during the term of this Agreement, to furnish and maintain first aid equipment in its stores, as required by the Workers Compensation Act.

## **ARTICLE 26 - JURY DUTY AND MATERIAL WITNESS**

- 26.1 All employees, summoned to jury duty or subpoenaed as a material witness, shall be paid wages amounting to the difference between the amount paid to them for such services and the amount they would have earned had they worked on such days. Employees on jury duty or subpoenaed as a material witness shall furnish the Employer with such a statement of earnings as the Courts may supply. This does not apply if the employee is summoned on his day(s) off.

Part-time employees, when summoned to jury duty or appearing as material witness on behalf of this employer shall be re-scheduled or paid wages based on hours worked in the previous four (4) weeks.

- 26.2 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 when acting as a material witness, and actual work on the job in the store in one day shall not exceed eight (8) hours for the purpose of establishing the basic work day. Any time worked in the store in excess of the combined total eight (8) hours shall be considered overtime and paid as such under the contract.

### **ARTICLE 27 - PHYSICAL EXAMINATIONS**

- 27.1 Where the Employer requires the employee to take a physical examination, the doctor's fee shall be paid by the Employer, and the examination shall be on Company time. Where subsequent examination proves an employee unfit to work in a food store, examinations shall be paid by the employee.

### **ARTICLE 28 - CASH SHORTAGES**

- 28.1 Employees handling cash will be held accountable for errors resulting in cash register overages and shortages where they have been given the opportunity to verify the contents of the cash tray at both the beginning and the end of the shift and have exclusive access to the register throughout the work shift. In the event that management or designated cash off employees exercise the right to open the register during the employee's work shift, the employee will be given the opportunity to verify all withdrawals and/or deposits.
- 28.2 In the event a customer claims he/she has been short-changed by the cashier, the cashier shall notify management and together verify the contents of the cash tray.
- 28.3 No employee shall 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.

### **ARTICLE 29 - SENIORITY**

- 29.1 Seniority shall mean the length of continuous service with the Employer in classifications within the seniority group covered by the United Food and Commercial Workers Local **247**, Collective Agreement. Employees hired prior to ratification shall have a probationary period of two hundred and forty (240) hours worked. Employees hired after the date of ratification shall have a probationary period of three hundred (300) hours worked. During this probationary period, new employees may be discharged by the Employer at its discretion. Upon completion of the probationary period, seniority shall then be established retroactive to the commencement of employment.
- 29.2 Part-time employees shall accumulate seniority based on actual hours worked. Should a part-time employee become a full-time employee, the part-time seniority

credits shall be converted to the seniority date based on one-hundred and sixty (160) hours being equal to one (1) month of full-time service.

Upon request, seniority credit shall be granted for any time lost due to WCB, maternity, paternity, adoption and all time paid by the Employer for funeral leave, jury duty and Union business.

Upon request, part-time employees shall receive a seniority credit for absences of one week or longer to a maximum of one year due to illness, injury, and vacation.

The calculation will be based on the average number of hours worked during the four weeks preceding the absence. Employees seeking this credit must make a written application within four (4) weeks of their return to work.

29.3 Seniority shall be exercised only within a seniority group.

Seniority lists shall be established for each of the departments within the groups covered by the agreement.

Seniority lists for part-time employees shall be forwarded to the Local Union within four (4) weeks after the end of the year and within four (4) weeks after the availability changes in June and September. The lists shall include the employee's name, department, classification, rate of pay, and shall set out the employee's seniority.

Copies of floating and post secondary Declarations of Availability forms shall be forwarded to the Union office.

Seniority lists for full-time employees shall be forwarded to the Union office within four (4) weeks after the end of the year.

The parties agree that bargaining unit employees employed at each location shall constitute a separate seniority group for the purpose of Article 29.

29.4 Seniority and employment shall be terminated when:

- (a) An employee voluntarily quits or is terminated for just cause or fails to show up for work for five (5) consecutive shifts without valid reason and/or without proper prior notice. In the case of the latter, Article 30.3 shall not apply.
- (b) An employee fails to report to work after seven (7) days when recalled from layoff. An employee had to be recalled by registered mail at last known address on file with the Employer.
- (c) An employee has been on layoff and has not worked for a period of six (6) months.

**LAYOFF AND RECALL**

- (d) When reducing staff, junior employees with the department in the

classification shall be laid-off first. When recalling employees from layoff, they shall be recalled in seniority to the department and classification from which they were laid off.

- (e) In the event a full-time employee is laid off or is reduced to part-time, or a part-time employee is reduced to zero (0) hours for four (4) consecutive weeks, they shall be allowed to:
  - (i) displace the most junior employee within the classification within his seniority group.
  - (ii) displace the most junior employee whose rate is equal to or less than their current rate outside their classification within their seniority group.
  - (iii) carry 50% of their class hours to determine their rate of pay in their new classification to a maximum of one half the total hours on the new wage scale.
- (f) Should an employee exercise their seniority outside their classification, he shall be given "reasonable opportunity" to do the job in a competent manner. For the purpose of the section "reasonable opportunity" shall mean a maximum of forty (40) hours for a full-time employee and twenty (20) hours for a part-time employee.
- (g) An employee exercising his seniority under (e) above, will be restricted to one opportunity to do a job outside his classification in a competent manner.
- (h) In the event that a full-time position becomes available within the classification of the most senior full-time employee laid off or reduced, that employee shall have the first opportunity to fill the position.
- (i) In the event a full-time position becomes available outside the classification of the most senior full-time laid-off employee or reduced full-time employee, he will be given a reasonable opportunity, as defined above, to perform the job in a competent manner subject to 29.5 (e) (ii).
- (j) In the event a part-time position becomes available, the most senior laid-off part-time employee will be given a reasonable opportunity, as defined above, to perform the job in a competent manner subject to 29.5 (e) (ii).

## 29.5 Promotions

Promotions and vacancies shall be filled on the basis of seniority, providing the senior employee has the merit, fitness and ability to perform the work. The Employer agrees to act in good faith and further agrees not to discriminate in any manner.

Full-time vacancies shall be filled by department.

When an employee is promoted to a General Merchandise Specialist, they shall be placed on the General Merchandise Specialist scale, assigned the next highest rate of pay from their current rate of pay and be assigned the corresponding amount of class hours. There shall be no loss of seniority hours.

#### 29.6 Part-time Employees

In scheduling part-time employees in a department the most available part-time hours of work on a weekly basis shall be assigned to such employees within the classification within the department on the basis of seniority, provided the employee has the qualification and ability to handle the work to be performed in a competent manner.

In weeks where the available anytime employees in the department are receiving twenty-one (21) hours or less, the available anytime employees will be scheduled a minimum of four (4) hours more than restricted employees for that week. Senior available employees will be scheduled as many or more hours than junior anytime employees on a weekly basis.

#### **Clarification Language on Scheduling**

1. In the event that the four (4) hour gap is not applied correctly and there is a valid claim for hours, those hours shall be payable to the senior anytime employee affected. Other junior anytime employees who are affected shall receive the applicable seniority credit.
2. Within the department scheduling group, hours will be scheduled to restricted employees on a weekly basis subject to seniority and availability. Senior restricted employees will be scheduled as many or more hours than junior restricted employees on a weekly basis except when the senior restricted employee is not available (or does not have the ability) to work the shift(s) assigned to the junior restricted employee.

29.7 Part-time employees who are desirous of becoming full-time employees or increase their hours of work, shall inform the Employer, in writing. The Employer agrees to give full consideration to the employee's request.

29.8 When a part-time employee works the basic work week for thirteen (13) consecutive weeks (except for the period May 1st to September 30th), a full-time position will be deemed to exist and will be filled in accordance with Article 29.8 of this Agreement. If no written application for full-time employment on file, then the first opportunity to fill the position will be given to the above employee if he is desirous of full-time employment.

29.9 In the event an employee is to be called into work hours that he has not been scheduled to work, any employee may be called for any shift, provided that at the end of the particular week, the comparative number of hours of part-time employees is consistent with the seniority and availability of others in the department.

29.10 Any full-time or top-rated part-time employee who has completed their probationary period and who is in a store which is to be closed or sold, shall be allowed to displace the most junior employee in their classification in the bargaining unit.

29.11 Part-time employees shall declare their availability three (3) times per year.

- 1) the first Sunday in September (with a two (2) week leeway either way)
- 2) two (2) other times in the calendar year (Floating Availability).

Part-time employees shall be required to work according to the thrice-yearly Declarations of Availability. Employees cannot use a floating availability to limit or further limit their availability between November 15<sup>th</sup> and the end of the year. An employee shall not be allowed to use a floating availability change until a minimum period of eight (8) weeks has elapsed since their last floating availability change.

All part-time employees may declare themselves unavailable for a period of up to six (6) consecutive hours and still be considered available anytime for scheduling purposes. The six (6) hour period must fall between 00:00 hrs Monday and 24:00 hrs Thursday and be in the same block of time each week. All employees exercising this option must do so at the time they declare their availability.

Students must be available to work for all hours on either Saturday or Sunday and must be available for one additional six (6) hour block consistent with shifts in their department.

Part-time employees who are hired after the date of ratification and who are not students must be available to work for all hours on either Saturday or Sunday and must be available for two (2) additional six (6) hour blocks consistent with shifts in their department.

Employees hired after ratification shall not exercise their floating availability change until the completion of their probationary period.

29.12 The Company will forward Declaration of Availability forms to each part-time employee no less than thirty (30) days prior to the Declaration dates in (1), (2), (3) above. Such forms shall be completed by the employee and returned to his Supervisor, prior to the declaration dates. Failure to provide the Supervisor with a Declaration of Availability prior to the Declaration dates shall result in the continuance of the previous Declaration of Availability. New employees shall be required to complete Declaration of Availability forms at the time of their application for employment.

Copies of all Declarations of Availability forms shall be forwarded to the Union office.

29.13 New Departments

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

- a) a new group of products or commodities are to be sold or services offered;
- b) the pre-existing mix of products or commodities is substantially altered to the extent that merchandising and staff requirements are substantially altered.

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

29.14 The parties agree, to enhance the Employers ability to develop supervisory staff, there shall be created the position of Assistant Department Supervisor. The Assistant Department Supervisor shall be:

- a) filled by individuals hired or selected on the basis of their merit, qualifications, ability and seniority as determined by Management;
- b) required to provide all relief for Department Supervisors;  
The rate shall be forty cents (\$.40) per hour over the top in the Department.
- c) when not relieving, receiving hours equal to but not more than the senior employee in the Department.

29.15 Employees, who request in writing and are granted a specific day off prior to the posting of the work schedule, shall not have their hours of work for the week reduced as a result of the request being granted, provided not more than one request is made per four week period calendar. It is understood that the above shall be subject to operational requirements and the employee's restrictions.

The above will not restrict a Supervisor from granting additional days off.

29.16 Opportunity Clause

Employees in General Merchandise Departments or in the Courtesy Clerk Classifications, who have worked more than 2000 hours, may request a transfer to a Food Department where there is a vacancy, twice during the term of the current agreement. Requests shall be considered on the basis of seniority provided the merit, fitness and ability are relatively equal among employees requesting a transfer.

Employees granted a transfer will be on probation for a period of up to **300** hours to demonstrate their ability to perform the work in satisfactory manner. In the event they are unable to perform satisfactory in the new position, they shall be returned to their previous position.

Employees granted a transfer will be placed on the Food Clerk Trainee or Food Clerk Specialist wage scale at the next higher rate of pay and be assigned the corresponding number of class hours. They shall be able to exercise their seniority hours in the new department.

## **ARTICLE 30 - GRIEVANCES**

- 30.1 Any complaints, disagreements or differences of opinions between the parties hereto, concerning the interpretation, application, operation of the Agreement, violation of the terms and provisions of this Agreement, shall be considered a grievance, subject to the grievance and arbitration provisions of this Agreement.

Employees found to be unacceptable to the Employer's Bonding Company may be discharged at the Employer's discretion.

- 30.2 Grievances must be submitted to the Employer, in writing, not later than ten (10) working days from the event giving rise to the grievance, or it shall be waived by the aggrieved party.

- 30.3 No employee shall be subject to a disciplinary interview or be given a written reprimand, warning letter, or be suspended or dismissed except in the presence of a shop steward, or in his or her absence, another member of the bargaining unit, selected by the employee.

When a shop steward is present in the workplace, they shall be used as a witness for discipline unless the employee being disciplined chooses otherwise.

Verbal coaching or notes to file in an employee's personnel file shall not be considered a step in part of the progressive disciplinary process. Upon request, employees shall be given copies of any discipline documented in their personnel file.

Where appropriate, discipline shall be conducted on Company time at or near the end of the employee's shift.

- 30.4 Employees may request their right to the presence of a shop steward or in his absence another members of the bargaining unit as selected by the employee during a random security check of bags, purses and parcels.

- 30.5 If the steward or another member of the bargaining unit is present during the reprimand, warning letter or security check, he may advise the employee.

- 30.6 The procedure for adjustment of grievance and disputes by an employee shall be as follows:

1st Step: By a discussion between the employee, with or without Shop Steward, and Management. If a satisfactory settlement cannot be reached within five (5) days, then within ten (10) days;

2nd Step: The Union representatives may take up the matter with the Company's official designated by the Employer to handle labour relations. If a satisfactory settlement cannot be reached within fourteen (14) days, the matter may then be referred to Arbitration, as per Article 33.

## **ARTICLE 31 - BOARD OF ARBITRATION**

- 31.1 Either of the parties may, within thirty (30) days of a decision at Step 2 of the Grievance Procedure, notify the other party in writing of its desire to submit the Grievance to Arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.
- 31.2 The parties may mutually agree to select a single Arbitrator in lieu of a three person Arbitration Board.
- 31.3 The recipient of the notice shall within five (5) days inform the other party of the names of its nominee to an Arbitration Board.
- 31.4 The two (2) appointees so selected, shall, within five (5) days of the appointment of the second of them, appoint a third (3rd) person who shall act as Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limited, the appointment shall be made by the Minister of Labour for British Columbia upon request of either party.
- 31.5 No person who was involved in the negotiations of the Agreement will serve on the panel.

### **ARTICLE 32 - LOCKERS**

- 32.1 The Employer will not search an employee's locker without the presence of the employee and a Shop Steward if requested.
- 32.2 All locks must be removed from lockers at the completion of the employee's shift.

### **ARTICLE 33 - VOTING PRIVILEGES**

- 33.1 The Employer agrees that he will fully comply with any law requiring that the employee be given time off to vote.

### **ARTICLE 34 - DENTAL PLAN - EDUCATION TRAINING - TRUST FUNDS**

- 34.1
  - a) The Employer agrees to participate in, and contribute to, the UFCW Local 247 Dental and Health & Welfare Plan.
  - b) Effective Sunday following ratification of the Collective Agreement, the Employer agrees to contribute to the Dental Plan, seventeen cents (\$.17) per hour, and to contribute to the Health and Welfare Plan, fifteen cents (\$.15) per hour for all hours paid by the Employer to members of the bargaining unit (hours paid shall include hours worked, vacation, general holidays, sick days, jury duty, bereavement leave, paid time off for negotiations, etc.), up to a maximum of thirty-seven (37) hours per week. The total contribution to the funds shall be increased by one per cent per year effective each February of that contract year. Effective February 2, 2002, the total contribution shall be thirty-seven cents (\$.37) per hour.

- c) The Employer agrees to sign a 'Participation Agreement' and supply any other documents, forms, reports or information required by the Trustees of the Dental and Health & Welfare Plan.
- d) Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee, and the number of hours worked or paid according to the above 34.1 (c), shall be forwarded by the Employer within the fifteen (15) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.
- e) Seventeen (\$.17) cents of the contribution provided for the above is intended for the purpose of providing such Dental Benefits for eligible employees as determined, from time to time, by the Trustees of the Trust Fund pursuant to the terms of the Trust Agreement.
- f) The remaining contribution is intended for the purpose of providing other health and welfare benefits such as, but not limited to prescription drugs, life insurance, employee assistance program and other benefits as determined by the trustees from time to time.
- g) The Trustees shall have the authority to allocate any surplus funds from the Dental Plan to the Health & Welfare Plan or from the Health & Welfare Plan to the Dental Plan in order to maintain or improve as they determine appropriate.

#### **ARTICLE 35 - SICK LEAVE**

Seventy percent (70%) of straight time weekly salary benefits to be paid on the fourth day of absence due to sickness or non-occupational accident. There is a twenty-six (26) week benefit period. It is understood and agreed that all matters of eligibility, coverage and benefits shall be as set out in the Plan and as determined by the carrier. The above is available for full-time employees. Employees found abusing the privilege shall be disciplined by the Employer.

- 35.1 The Employer agrees to pay 100 percent (100%) of M.S.P. premiums for all full-time employees.
- 35.2 The Company short term sick plan and M.S.P. benefits will be extended to those part-time employees who work thirty-two (32) hours per week for thirteen (13) consecutive weeks. The employee must fail 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 before he or she is disqualified.

Paid hours for General Holidays under Article 12 shall count towards qualification and disqualification of these benefits.

Employees who qualify for the short term sick plan as outlined in this article shall be eligible to draw sick time increments of less than the scheduled work shift to a

maximum of forty (40) hours in a calendar year at one hundred percent (100%) of the regular rate of pay.

### **ARTICLE 36 - EXPIRATION AND RENEWAL**

36.1 This Agreement is effective from ratification to October 31, 2010, and thereafter from year to year, but either party may, not less than thirty (30) days or more than ninety (90) days before the expiry date or the anniversary of such expiry date from year to year thereafter give notice in writing to the other party of desire to terminate such Agreement or to negotiate a revision thereof.

### **ARTICLE 37 - PENSION**

The Employer agrees to participate in and contribute the CANADIAN COMMERCIAL WORKER'S INDUSTRY PENSION PLAN.

Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee, and the number of hours worked or paid according to the above, shall be forwarded by the Employer within twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.

37.1 Pension Contributions Increases - Subject to the Master Agreement and listed as follows:

Effective December 29, 1996	58 cents per hour
Effective January 4, 1998	61 cents per hour
Effective January 3, 1999	65 cents per hour
Effective January, 2004	81 cents per hour
Effective January, 2005	85 cents per hour

### **ARTICLE 38 - EDUCATION AND TRAINING FUND**

The Employer agrees to contribute ten cents (\$.10) per hour for every hour worked by members of this UFCW 247 Bargaining Unit, based on Dental Plan hours, to the United Food & Commercial Workers, Local 247 Education & Training Fund, effective the Sunday following the date of ratification.

### **ARTICLE 39 - WATER**

Cashiers may elect to bring a bottle of water to their lane while working under the following conditions:

1. The bottle is a "President's Choice" brand.
2. The size is 500ml or smaller
3. The bottle is stored under the counter

4. The cashier exercises common courtesy with customers when consuming water.

**ARTICLE 40 – EQUIPMENT**

The Employer agrees to maintain equipment that employees are required to use in a safe condition. Equipment that is not in proper working condition shall be reported to the Store Owner, Department Supervisor or Manager.

**ARTICLE 41 – FULL TIME**

The Full Time percentage of 14% shall be maintained for the life of the current agreement.

**ARTICLE 42 - ANTI-FATIGUE MATS**

Effective anti-fatigue mats will be placed at the check-stands, customer service and in appropriate production areas.

**ARTICLE 43 – GUARANTEE OF HOURS**

In department where there is no Full Time employee, the most senior available employee shall receive a scheduling guarantee of twenty-five (25) hours, provided there are a minimum of five (5) employees in the department.

**ARTICLE 44 – FOOD CLERK TRAINEES**

Employees hired after ratification will be classified as Food Trainees until they have reached the top of the Trainee pay scale and the Food Specialist hours as a percentage of total Food Clerk (Specialist and Trainee) hours is less than one-third.

**ARTICLE 45 – HAND SANITIZERS**

A hand sanitizer will be made available to Front End Cashiers upon request.

THIS AGREEMENT IS SUBJECT TO RATIFICATION BY THE PARTIES.

*Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2005,*

*at \_\_\_\_\_, British Columbia.*

*FOR THE COMPANY*

*FOR THE UNION*

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## LETTERS OF UNDERSTANDING

### 1) **BONDING**

Should the Employer require a security background check on any existing employee, the Employer will bear the cost.

### 2) **SUPPLIES**

The Employer will maintain the appropriate supplies required to effectively operate the front end checkouts. Such items will include pens, fatigue mats etc. as determined by the employer.

### 3) **SICK NOTES**

The Employer will not require Doctor's certificates from employees unless:

1. The employee has been formally advised that their attendance record is unacceptable and that the Doctor's certificate will be required in the future, or,
2. The duration of the absence, or circumstances surrounding the absence, requires justification.

### 4) **LIE DETECTOR TESTS**

The Employer agrees not to force an employee to take a polygraph or similar detector test. This shall be interpreted to mean that should the Employer wish to ask an employee to take a polygraph or similar lie detector test, the employee will have the right to agree.

### 5) **FACILITIES AND CASH SHORTAGE REPORTS**

The Company will provide a microwave oven, a coffee machine and a courtesy phone for employee use.

Cash shortage reports will not be posted in open areas.

In the event that the temperature in the store becomes unreasonably cold, employee will be allowed to dress accordingly.

### 6) **APPENDIX 'A'**

The parties agree that Appendix 'A' does not prevent the implementation of additional premiums or other incentives as determined by the Company from time to time.

### 7) **EMPLOYEE RELATIONS COMMITTEE**

The parties agree to an Employee Relations Committee (E.R.C.) To address issues of concern to both employees and the Employer. The meetings will be held quarterly at the store or otherwise mutually agreed location.

The committee will include up to three (3) bargaining unit employees or their designates. Subjects addressed may include health and safety, housekeeping and maintenance.

Issues that arise between meetings may be presented in writing to management or the Union. The Employer will reply in writing or determine that an additional E.R.C. meeting is necessary.

The existence of this committee will not affect employee's rights under Article thirty-two (32).

8) **ADDITIONAL SUPERVISORS**

The parties agree that a second Supervisor may be appointed and excluded under Article 1. In those departments where the Employer determines it necessary for the proper operation of the business.

The introduction of a second supervisor shall not result in a reduction in hours worked by bargaining unit employees in the Department.

9) **CURRENT SUPERVISORS**

The parties agree that the current roster of Departmental Supervisors included the following:

Front End Supervisors, Deli Supervisor, Meat Supervisor, Seafood Supervisor, Bakery Supervisor, Grocery Supervisors, Produce Supervisor, Produce Supervisor, Apparel Supervisor, Beauty Supervisor, Bakery Sale Supervisor, Bulk Foods Supervisor, General Merchandise Supervisors, Photo Lab Supervisor and Pharmacy Supervisor.

10) **HEALTH & SAFETY COMMITTEE**

- a) The Employer agrees to ensure as far as is reasonably practical to do so the health and Safety of the Employees in all operations.
- b) The Union and the Employer shall appoint two (2) committee members for each committee which shall meet once per month at the place of employment or otherwise mutually agreed location. Meeting will be held on Company time.
- c) The Union or any employee may bring to the attention of the Employer any Health and Safety concerns and such issues will be addressed by the Committee.
- d) The Employer will act expeditiously in responding to Health and Safety concerns raised.

11) **LABOUR CODES**

In reference to Article 39 of the Collective Agreement, the parties agree that the operation of Section 50, second paragraph of the Labour Relations Code, British Columbia is hereby excluded.

12) **GENERAL MERCHANDISE DEPARTMENT(S)**

General Merchandise in Extra Foods stores shall be considered one department unless:

- a) the store contains a Pharmacy, in which case the Pharmacy will be considered a second, separate department, and/or
- b) the store contains a Photo Lab, in which case the Photo Lab will be considered a third, separate department.

13) **COURTESY CLERKS**

- a) Courtesy Clerk's duties are limited to basket and cart retrieval, bagging, sorting or returnable beverage containers, carry-outs, price checks, filling check stands with bags, merchandise return (put aways) sweeping and cleaning the check stand, entrance and entire store area.
- b) It is understood that cleaning the entire store area shall mean cleaning mouldings, shelves, sweeping and mopping of the floors in any area of the store premises and shall also include clean-up (dust, wash, damp mop, clean up spills and breakages) in lunch room, washroom and sales area. The sales area shall be defined as any area within the store where the customers normally shop.
- c) The total number of Courtesy Clerks hours in a store shall not exceed ten percent (10%) of the total hours worked in the bargaining unit of that store each and every week.

If the Employer exceed the ten percent (10%) indicated above in a week, hours in excess of ten percent (10%) shall be paid at the rate of fifteen dollars (\$15.00) per hour to the most senior Food Clerk(s).

14) **UNDERGRADUATE PHARMACISTS**

The introduction of Undergraduate Pharmacists shall not result in a reduction in hours worked by employees in the Department.

15) **RESPECT AND DIGNITY**

Employees, the people who are a vital part of our success, must be treated with dignity, respect and fairness appropriate in he circumstances.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2005

at \_\_\_\_\_, British Columbia.

*For the Company*

*For the Union*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A**

<b>Food Specialists</b>					
	Rat.	Oct. 2006	Oct. 2007	Oct. 2008	Oct. 2009
0	\$ 10.95	\$ 11.05	\$ 11.15	\$ 11.25	\$ 11.35
521	\$ 11.30	\$ 11.40	\$ 11.50	\$ 11.60	\$ 11.70
1041	\$ 11.65	\$ 11.75	\$ 11.85	\$ 11.95	\$ 12.05
1561	\$ 12.25	\$ 12.35	\$ 12.45	\$ 12.55	\$ 12.65
2081	\$ 13.39	\$ 13.49	\$ 13.59	\$ 13.69	\$ 13.79
2601	\$ 14.54	\$ 14.64	\$ 14.74	\$ 14.84	\$ 14.94
3121	\$ 15.68	\$ 15.78	\$ 15.88	\$ 15.98	\$ 16.08
3641	\$ 16.83	\$ 16.93	\$ 17.03	\$ 17.13	\$ 17.23
4161	\$ 17.23	\$ 17.33	\$ 17.43	\$ 17.53	\$ 17.63
4681	\$ 17.63	\$ 17.73	\$ 17.83	\$ 17.93	\$ 18.03
5201	\$ 18.03	\$ 18.13	\$ 18.23	\$ 18.33	\$ 18.43
5721	\$ 19.25	\$ 19.45	\$ 19.65	\$ 19.85	\$ 20.05

<b>Food Trainees</b>					
	Rat.	Oct. 2006	Oct. 2007	Oct. 2008	Oct. 2009
0	\$ 8.95	\$ 9.05	\$ 9.15	\$ 9.25	\$ 9.35
521	\$ 9.20	\$ 9.30	\$ 9.40	\$ 9.50	\$ 9.60
1041	\$ 9.45	\$ 9.55	\$ 9.65	\$ 9.75	\$ 9.85
1561	\$ 9.70	\$ 9.80	\$ 9.90	\$ 10.00	\$ 10.10
2081	\$ 9.95	\$ 10.05	\$ 10.15	\$ 10.25	\$ 10.35
2601	\$ 10.15	\$ 10.25	\$ 10.35	\$ 10.45	\$ 10.55
3121	\$ 10.35	\$ 10.45	\$ 10.55	\$ 10.65	\$ 10.75
3641	\$ 10.55	\$ 10.65	\$ 10.75	\$ 10.85	\$ 10.95
4161	\$ 10.75	\$ 10.85	\$ 10.95	\$ 11.05	\$ 11.15
4681	\$ 10.95	\$ 11.15	\$ 11.35	\$ 11.55	\$ 11.75

<b>GM Specialists</b>					
	Rat.	Oct. 2006	Oct. 2007	Oct. 2008	Oct. 2009
0	\$ 8.95	\$ 9.05	\$ 9.15	\$ 9.25	\$ 9.35
521	\$ 9.20	\$ 9.30	\$ 9.40	\$ 9.50	\$ 9.60
1041	\$ 9.45	\$ 9.55	\$ 9.65	\$ 9.75	\$ 9.85
1561	\$ 9.70	\$ 9.80	\$ 9.90	\$ 10.00	\$ 10.10
2081	\$ 9.95	\$ 10.05	\$ 10.15	\$ 10.25	\$ 10.35
2601	\$ 10.20	\$ 10.30	\$ 10.40	\$ 10.50	\$ 10.60
3121	\$ 10.45	\$ 10.55	\$ 10.65	\$ 10.75	\$ 10.85
3641	\$ 10.70	\$ 10.80	\$ 10.90	\$ 11.00	\$ 11.10
4161	\$ 10.95	\$ 11.05	\$ 11.15	\$ 11.25	\$ 11.35
4681	\$ 12.85	\$ 13.00	\$ 13.15	\$ 13.30	\$ 13.45

<b>GM Assistants</b>					
	Rat.	Oct. 2006	Oct. 2007	Oct. 2008	Oct. 2009
0	\$ 8.65	\$ 8.75	\$ 8.85	\$ 8.95	\$ 9.05
521	\$ 9.20	\$ 9.30	\$ 9.40	\$ 9.50	\$ 9.60
1041	\$ 9.45	\$ 9.55	\$ 9.65	\$ 9.75	\$ 9.85
1561	\$ 9.70	\$ 9.80	\$ 9.90	\$ 10.00	\$ 10.10
2081	\$ 9.95	\$ 10.05	\$ 10.15	\$ 10.25	\$ 10.35
2601	\$ 10.15	\$ 10.25	\$ 10.35	\$ 10.45	\$ 10.55
3121	\$ 10.35	\$ 10.45	\$ 10.55	\$ 10.65	\$ 10.75
3641	\$ 10.55	\$ 10.65	\$ 10.75	\$ 10.85	\$ 10.95
4161	\$ 10.75	\$ 10.85	\$ 10.95	\$ 11.05	\$ 11.15
4681	\$ 11.05	\$ 11.20	\$ 11.35	\$ 11.50	\$ 11.65

<b>Courtesy clerks</b>					
	Rat.	Oct. 2006	Oct. 2007	Oct. 2008	Oct. 2009
0	\$ 8.10	\$ 8.20	\$ 8.30	\$ 8.40	\$ 8.50
521	\$ 8.35	\$ 8.45	\$ 8.55	\$ 8.65	\$ 8.75
1041	\$ 8.60	\$ 8.70	\$ 8.80	\$ 8.90	\$ 9.00
1561	\$ 8.85	\$ 8.95	\$ 9.05	\$ 9.15	\$ 9.25
2081	\$ 9.10	\$ 9.20	\$ 9.30	\$ 9.40	\$ 9.50
2601	\$ 9.60	\$ 9.70	\$ 9.80	\$ 9.90	\$ 10.00
3121	\$ 10.10	\$ 10.15	\$ 10.20	\$ 10.25	\$ 10.30

**Wage increases equal to the top-rate increase for each classification effective the first pay period commencing in October 2006, 2007, 2008, and 2009.**