

COLLECTIVE AGREEMENT

BETWEEN:

KOOTENAY MARKETS LTD.

Kootenay Market No. 1671 Elkford, BC

AND:

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

Sunday After Ratification April 23, 2000 to April 24, 2004

MEMORANDUM OF AGREEMENT

Made this 15th day of April, 2000.

BETWEEN: **KOOTENAY MARKETS 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 NO. 247**, chartered by the United Food and Commercial Workers International Union, AFL-CIO, CLC, hereinafter referred to as the

"UNION"

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

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

(In this Agreement, except where specifically stated to the contrary, or where the context otherwise requires, words importing the masculine gender shall include the feminine gender.)

**SECTION 1 UNION'S RECOGNITION OF
MANAGEMENT'S RIGHTS**

The Union agrees that the Management of the Company including the right to plan and direct and control store operations, the direction of the working force, the termination of employees for proper cause are the sole rights and functions of the Employer. Those matters requiring 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 13, 14 and 15 of this Collective Agreement.

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

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

SECTION 2 BARGAINING AGENCY AND UNIT

Section 2.01 Bargaining Authority

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees (except Clerks at Check-Stands) employed in the preparation for sale, handling and selling of fresh, frozen, cooked and smoked: meats, fish and poultry, in the store owned and/or operated by the Employer in the following area:

Elkford, B.C.

with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement.

(see Letter of Understanding No. 6)

Section 2.02 Salespersons

Salesperson or Salesperson drivers will not be permitted to display meat, poultry or fish products. However, such Salespersons may remove their own company's products which may be unsuitable for sale from shelves or display cases.

Fancy-sausage Salesperson who violate the provisions of this subsection will be penalized as follows:

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 seventy-five dollar (\$75.00) fine.
3. Third Violation – within the twelve (12) month period following written notice as per point #1: a one hundred and fifty dollar (\$150.00) fine.

The violations listed above will be supplier specific and any fine paid will be allocated to the members of the bargaining unit.

SECTION 3 UNION SHOP

Section 3.01 Members in Good Standing

The Employer agrees to retain in his employ, within the bargaining unit as outlined in Section 2 of this Agreement, only members of the Union in good standing.

The Employer shall be free to hire new employees who are not members of the Union, PROVIDED said non-members, whether part-time or full-time employees, shall be eligible for membership in the Union, and shall make application within ten (10) days after employment and become members within thirty (30) days.

Section 3.02 Notification of New Hire

The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the new employee his or her responsibility in regard to Union Membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire.

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

Section 3.03 Other Employers – Full Time

The Employer agrees to not employ persons who have full-time jobs with other employers, except in emergency when qualified help is not available.

Section 3.04 Hiring – Union Applicants

The right to hire employees is vested in the Employer. When the Employer intends to fill a vacancy with a Journeyman meat cutter, it will extend to the Union an invitation to provide the Employer with suitable applicants and such applicants will be given due consideration. It is understood that the acceptance or rejection of applicants proposed by the Union shall not be subject to the Grievance and Arbitration Procedures of the Collective Agreement.

SECTION 4 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. Each new employee, at the time of hire, shall sign an authorization for Union dues deductions. Such form will immediately be sent to the Union Office. (Union to supply appropriate form).

Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month, and accompanied by a written statement of the names of the employees for whom the deductions were made and the amount of each deduction. Effective 1978 taxation year union dues shall be shown on the T-4 slips.

In the event of a change in the amount of union dues or assessments or in the levying of a fine, the Union will give the Employers at least three (3) weeks prior notice of the effective date of the change or deduction as the case may be.

**SECTION 5 HOURS OF WORK, OVERTIME,
STATUTORY HOLIDAYS**

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

Section 5.01 Hours of Work

Daily hours of work shall be consecutive with the exception of the meal period. In the event that "Daily hours of work are not consecutive", the second section of the employee's shift shall be paid for at the rate of time and one-half with a minimum of four (4) hours' pay at such rate. Duration of meal period shall not be less than thirty (30) minutes and not more than sixty (60) minutes.

Section 5.02 Scheduling of Meal Periods

Meal periods shall commence as close as possible to mid-shift but no sooner than three (3) hours nor later than five (5) hours after the start of the shift. Meal periods for the afternoon and night shifts shall be thirty (30) minutes in duration. This can be mutually agreed otherwise.

Meal periods scheduled or taken other than these times will be considered as time worked, provided, however, in other than normal shifts, times during which meal periods can be taken can be changed by mutual agreement between the Employer and the Union.

Section 5.03 Work Schedules

The Employer shall post a bi-weekly work schedule in the Meat Department for all employees not later than Wednesday noon. If a new work schedule is not posted as per the above, then the schedule already posted shall apply for the following week.

It is understood and agreed that employees must be available for the days and shifts for which they have been scheduled unless there is a bona fide reason for absence such as sickness, etc.

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

Work schedules shall be written in ink and, if any changes must be made, a line shall be drawn through the time to be changed and the new time shall be written in ink.

Section 5.04 Change of Schedule - Notice

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

An employee's schedule may be changed without notice in the event of absence of other staff due to sickness or accident or in the event of emergencies, such as fire, flood, breakdown of machinery, or other instances of *force majeure*. In all other cases, at least twenty-four (24) hours' notice of any change of schedule must be given. In the case of full-time and part-time employees having their work schedule changed without at least twenty-four (24) hours' notice where required, they will be paid four (4) hours additional pay in lieu of notice.

Section 5.05 Requested Time Off (R.T.O.)

Employees requesting and who are granted R.T.O. prior to the posting of the schedule shall not have their hours of work for the week reduced as a result of the granting of the request.

It shall be optional for the Employer to reduce the hours or days of part-time employees for any request made after the posting of the schedule.

Section 5.06 Consecutive Days Off

Whenever possible, subject to the operational needs of the Store, the Employer shall schedule two (2) consecutive days off for full-time employees.

Section 5.07 Sunday Work

1. Work on Sunday shall be voluntary
2. Sunday work shall be considered as available hours and shall be offered according to seniority.
3. Employees shall notify management January 1, May 1, and September 1 each year of their availability to work Sundays.

4. If sufficient employees are not available to work on Sunday, the Employer shall have the right to schedule hours according to “reverse seniority”, provided they have 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.

Section 5.08 Consecutive Day Limit

No employee shall be required to work more than six (6) consecutive days. It is understood that for such an employee there will be no claim for any hours scheduled to another employee on their seventh (7th) or subsequent consecutive days of work.

Section 5.09 Fair Rotation of Night Work

There shall be a fair rotation of night work when the store is open for business, as far as practical for the operation of the store. The rotation shall be amongst all bargaining unit members in a store but may not apply to students.

Section 5.10 Member on Duty

There shall be a member of the bargaining unit on duty at all times meats are for sale, except during rest periods and meal periods when staff is not available.

In the event this provision is violated, then all time during which meats are for sale and a member of the bargaining unit is not in attendance, will be computed at the Journey person rate of pay and distributed equally amongst the members of the bargaining unit in the store in which the violation occurs. This penalty will not apply in the event that an employee is scheduled to work and fails to report and a replacement is not available.

Exception to this provision is outlined in New Letter of Understanding #5.

Section 5.11 Time Sheets

The Employer shall provide time sheets to enable employees to record their time for payroll purposes.

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.

Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods. Where time sheets are used, employees will record their time in ink (ball point pen acceptable.) Employees who fail to record all time worked in the manner required by this subsection, shall be disciplined as follows:

1st time disciplined:	1 week's suspension without pay
2nd time disciplined:	2 weeks' suspension without pay
3rd time disciplined:	Termination of employment

Suspensions shall be implemented within one (1) month of notification by the Union 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.

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

Section 5.12 Basic Work Weeks

The basic work week for full-time employees shall be forty (40) hours, consisting of five (5) eight (8) hour days. In a week in which one (1) statutory holiday occurs, the basic work week for full-time employees shall be reduced to thirty-two (32) hours, consisting of four (4) eight (8) hour days, including work on the statutory holiday, and in a week in which two (2) statutory holidays occur, the basic work week for full-time employees shall be reduced to twenty-four (24) hours, consisting of three (3) eight (8) hour days, including work on the statutory holiday. For purposes of the Collective Agreement Sunday is considered the first day of the basic work week.

The basic work week described in this Section shall include time off due to jury duty, witness duty and funeral leave as set out in Section 6.06 and 6.09 provided the employee has actual hours worked in the week.

Section 5.13 Daily Guarantee

a) **Full-time Employees**

Unless terminated for reasons not requiring notice or pay in lieu thereof, outlined in Section 13 of this Collective Agreement, employees working full-time shall receive pay for their full shift if sent home prior to completion of their full shift.

b) **Part-time Employees**

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

c) **Students**

The above regulations for part-time employees apply to students when working on a day which is not a school day.

A student who is called for work on a school day 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.

Section 5.14 Statutory Holidays

The following days shall be considered Statutory Holidays:

New Year's Day	B.C. Day	Remembrance Day
Good Friday	Labour Day	Christmas Day
Victoria Day	Thanksgiving Day	Boxing Day
Canada Day		

and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments, provided that all other major stores selling meat close their meat departments 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.

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 100% of his or her normal daily pay

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

Average hours worked in four (4) weeks preceding the week in which the holiday occurs:

16 but less than 20:	4 hours' pay for each holiday
20 but less than 32:	6 hours' pay for each holiday
32 or more hours:	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 1st 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 of 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 the employee's regular rate of pay, and where so entitled, the employee shall also receive pay for the statutory holiday.

Hours of work on a statutory holiday shall first be offered to laid-off employees and part-time employees, on a seniority basis, provided the employee's total hours of pay for that basic work week will not exceed forty (40) hours.

Section 5.15 Overtime

All employees, including part-time and students, shall be paid at the rate of time and one-half for all time worked in excess of the weekly hours, days per week and hours per day, as set out in sub-section 5.12 of this Section, except that all hours worked over ten (10) in any one (1) day shall be paid at double the basic rate, and all hours worked over forty-eight (48) in any one week, shall be paid at double the basic rate. It is agreed no one will be paid more than one (1) overtime premium for any overtime hours worked.

Notwithstanding the above, in the week of a statutory holiday, part-time employees may work a basic work week consisting of five (5) days that week to a maximum of forty (40) hours worked, provided:

1. The day in excess of the basic work week (Section 5.12) shall be offered by seniority and shall be voluntary.
2. If sufficient employees are not available, hours of work to the above maximum may be assigned by reverse seniority.
3. Work on the statutory holiday shall be paid at the appropriate statutory holiday rate.

Hours worked in excess of the reduced work weeks when statutory holidays occur, shall not be paid at overtime rates during the first four (4) weeks of an employee's employment. During this period, however, overtime shall be paid on the basis of the regular basic work week. COMPENSATING TIME OFF SHALL NOT BE GIVEN IN LIEU OF OVERTIME PAY.

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.

Head Meat Cutter is excluded from this provision.

For purposes of the Collective Agreement, Sunday is considered the first day of the basic work week, and in the event an employee works in excess of the basic work week as set out in sub-section 5.12, the last such day or days worked in such weeks shall be considered as the day or days for which overtime applies.

If an employee is required to work more than one (1) hour overtime, he or she will be given a fifteen (15) minute paid rest period.

Section 5.16 Meal Allowance

If overtime of more than two (2) hours is to be worked, an employee will also be given a meal allowance of five dollars (\$5.00) in addition to the paid rest period specified above.

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

Section 5.17 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 for time worked prior to the expiry of the ten (10) hour interval.

Section 5.18 Shift Premium Where Night Shopping Is In Effect

All time worked after 6:30 p.m. on Christmas Eve and/or New Year's Eve shall be paid for at double the employee's regular rate of pay.

Section 5.19 Rest Periods

Employees shall have two (2) fifteen (15) minute rest periods with pay 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.

The Employer will schedule rest breaks for Meat Wrappers and Deli Clerks so that no employee 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.

Employees working a shift in excess of three (3) hours, but not more than six (6) hours, shall receive one (1) rest period, with pay, during such a shift.

In the Meat Department, employees working more than a four (4) hour shift but not more six (6) hour shift shall have a right to a fifteen (15) minute unpaid rest period either with or separate from the existing fifteen (15) minute paid rest period. The employee will notify Management of their option to ensure efficient scheduling.

In the Delicatessen, this fifteen (15) minute unpaid rest period shall be subject to mutual agreement but a request shall not be unreasonably withheld.

Part-time employees working more than four (4) hours, but not more than six (6) hours during a day, shall have the right to a fifteen (15) minute unpaid rest period either with or separate from the existing fifteen (15) minute paid rest period. The employee will notify Management of their option to ensure efficient scheduling. Where the additional fifteen (15) minutes of unpaid time is combined with the paid time, the combined time shall be granted as close to mid-shift as is practical. Employees working in excess of six (6) hours shall receive the regular meal period and rest periods as provided in this Collective Agreement.

Times at which such rest periods shall be taken shall be subject to the discretion of the Employer, provided, however, an employee's rest period shall not begin until one (1) hour after commencement of work or following return from meal period or less than one (1) hour before either the meal period or the end of the shift as may apply.

Section 5.20 Invoices and Records

No employee shall be permitted to take invoices or any other records away from the premises. Any employee who violates this Sub-section shall be disciplined by use of the same penalties set out in Sub-section 5.11 of this Section respecting the recording of all time worked.

SECTION 6 WAGES

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

**Schedule of Hours for Determining Rate Increases for
Part-Time and Full-Time Employees
(For use in respect to Wage Rates only)**

HOURS	MONTHS	HOURS	MONTHS
173 1/3	1	2426 2/3	14
346 2/3	2	2600	15
520	3	2773 1/3	16
693 1/3	4	2946 2/3	17
866 2/3	5	3120	18
1040	6	3293 1/3	19
1213 1/3	7	3466 2/3	20
1386 2/3	8	3640	21
1560	9	3813 1/3	22
1733 1/3	10	3986 2/3	23
1906 2/3	11	4160	24
2080	12		
2253 1/3	13		

Section 6.01 Meat/ Deli Clerk Differential

- a) Meat /Deli Clerks shall be paid seventy cents (\$.70) per hour for all time spent stocking freezer cases. Any time less than a thirty (30) minute continuous period shall not be applicable.
- b) Meat /Deli Clerks shall not, unless as hereinafter provided, be assigned to perform any cutting with a knife or power saw on meat, fish or poultry, or to operate the meat grinder, except where these duties are performed while serving a customer. Such employees otherwise assigned to cut meat, fish or poultry, operate the grinder machine or power saw, shall be paid Journeyman Meat Cutter rates provided, however, Delicatessen Clerks shall be permitted to use knives and operate slicing machines in and for such Delicatessen operations at their regular rate of pay.

Section 6.02 Head Meat Cutter Relief

Where an employee relieves a Head Meat Cutter for one (1) week or more, the employee will receive rate of pay for such classification as defined in the wage schedule for all time so employed.

Section 6.03 Delicatessen or Combination Department Manager

An employee responsible for the operation of the Delicatessen or Combination Department shall receive the rate of pay for such classification as defined in the wage schedule.

Where an employee relieves a delicatessen or combination department manager for one (1) week or more, the employee will receive that rate of pay for such classification for all time so employed.

Section 6.04 New Employees Will Be Classified According to Previous Comparable Experience

New employees having previous comparable experience may be paid at a lower scale of wages than their claim of experience calls for, but not less than the minimum rate established by this Contract, for an evaluation period not to exceed thirty (30) days from the date of employment. This thirty (30) day evaluation period may be extended by mutual agreement for the purpose of enabling an employee or the Employer to obtain confirmation of claimed previous experience. If the employee's services are retained after the thirty (30) day period, or

extended period where granted, they shall receive any difference between the initial rate paid and the rate for which their comparable experience qualifies them, retroactive for all time worked with the exception of the first two (2) calendar weeks of employment and shall receive a written notification showing any credit granted for previous experience. A copy of this written notification shall be forwarded to the Union at the time it is presented to the employee.

Employees who have been out of the Industry for less than one (1) year will receive credit for half their previous experience, to a maximum of one (1) year. Employees who have been out of the Industry for one (1) year or more will receive credit for one-half their previous experience to a maximum of six (6) months.

Journeyman Meat Cutters who are hired after the date of ratification shall receive minimum credit of eighteen months.

Provided the Employer has given the employee concerned a written notification showing credit granted for previous experience not later than five (5) days following completion of the thirty (30) day evaluation period, or other extended period granted by mutual agreement, and forwarded a copy to the Union, no consideration shall be given to any disagreement pertaining to previous experience, if presented later than sixty (60) days from date of employment.

Section 6.05 Regular Bi-Weekly Pay Day

There shall be a REGULAR BI-WEEKLY PAY DAY, and each employee shall be provided with a statement showing 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 on the Statement of Earnings and Deductions.

Section 6.06 Jury and Witness Duty Pay

An employee summoned to Jury Duty or Witness Duty where subpoenaed to appear in a court of law, shall be paid wages amounting to the difference between the amount paid him/her for jury or witness service and the amount he/she would have earned had he/she worked on such days. Employees will provide a statement from the appropriate authorities showing such pay received.

An employee released from Jury or Witness Duty shall return to his or her job if two (2) or more hours of their normal shift can be worked. Time worked in excess of eight (8) hours, combined Jury or Witness Duty and time on the job in one (1) day, shall be paid for at overtime rates.

Section 6.07 Tools

The Employer will make provisions for the sharpening and maintenance of tools. The Union and its members prefer that the Employer provide all necessary tools. However, the Employer, may, at his own discretion, either provide all necessary tools or request employees to provide same, and further agrees that where employees provide these tools, they shall be paid five cents (\$.05) per hour in lieu thereof.

Section 6.08 Staff Meetings

Staff meetings, whether in the store or off the premises, shall be considered as time worked and paid for accordingly, except meal meetings at which attendance is voluntary. Such meal meetings in excess of three (3) during each contract year shall be considered as time worked, and paid for accordingly.

Section 6.09 Funeral Leave

In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay at the time of bereavement. The length of such absence shall be at the discretion of the Employer. The term "immediate family" shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, or any relative living in the household of the employee.

Notwithstanding the foregoing, if the death is a case of spouse, father, mother, or child, the employee shall be entitled to one (1) week's leave of absence with pay at the time of bereavement. It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks.

An employee's day off will not be used to circumvent funeral leave provisions.

Section 6.10 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 examination shall be taken during the employee's working hours without loss of pay to the employee.

Section 6.11 Maternity Leave

An employee who is pregnant shall be given leave of absence without loss of seniority or other privileges from eleven (11) weeks prior to the delivery until six (6) weeks after delivery. The employees may choose to delay the commencement of her maternity 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 eighteen (18) weeks of maternity leave. Benefit coverage for this period shall be according to the Employment Standards Act (18 weeks).

An employee may request a further additional leave of absence for a specified period of time not to exceed thirty-four (34) weeks. All such requests must be submitted in writing at least two (2) weeks prior to their return to work date. The request must specify the length of the extension and the revised date the employee will be available to return to work. The length of the extension can be modified by mutual consent. Employees will not accrue any benefits (except as specified for the eighteen (18) weeks under the Employment Standards Act) while they are on an extension of maternity leave.

In addition to the maternity leave set out above, such leave prior to or after delivery may be extended by the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work.

By requesting in writing, maternity leave of up to six (6) weeks will be granted on the adoption of pre-school children. This may be extended by mutual agreement for an additional leave of absence not to exceed twelve (12) weeks.

Prior to the commencement of any leave of absence (extension), the employee will be allowed to self pay their pre-leave benefit status for M.S.P., E.H.B. and Life Insurance.

Section 6.12 Paternity Leave

An employee about to become a father shall be entitled to an unpaid leave of absence of up to two (2) days at the time of the birth of his child or the adoption of a child or children.

Section 6.13 Dual Classification

To minimize lay-off(s) and/or reduction(s) in hours, full-time reduced employees in the Meat Cutter classification shall be given first consideration for available hours in the Meat/Deli classification at the Meat/Deli Clerk rate of pay over new employees hired after the date on which the Meat Cutter has advised the Employer in writing that he/she wishes to work such hours. Available hours shall only be in the employee's permanent store. This request must be submitted to the Employer on the date an employee is given lay-off or reduction notice. If more than one employee is reduced or laid off, seniority shall prevail for the scheduling of available hours.

Where a disagreement arises regarding this clause 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.

Those employees working a combination of Meat Cutter and Meat/Deli Clerk hours shall be entitled to accumulate Sick Leave Benefits in accordance with Section 8.01.

Section 6.14 Apprentices – Indentured

The Employer will make-up the pay for indentured apprentices, (ie: difference between government allowance and apprentice regular pay), while attending Vocational School, one (1) month a year, providing the employee's performance and attendance at the school are satisfactory.

Section 6.15 Apprenticeship Meat/Deli Clerk Right To

Meat /Deli Clerks wishing to become a Meat Cutter apprentice shall inform the Employer in writing and such employees shall, by seniority, be given first consideration for any such apprentice vacancy. An employee commencing on the Meat Cutter apprenticeship program shall be given a trial period of up to 480 hours of actual work and during such trial period shall retain his or her seniority as a Meat or Deli Clerk only for purposes of transferring back during this period by reason of the employee being unsuitable for the job, or the employee wishes to transfer back on their own volition.

Seniority rights on the Meat/Deli Clerk list shall also be retained during the apprenticeship period, not including the credit referred to below, in the event the employee is affected by a lay-off or reduction in hours.

Upon demonstrated ability to perform the full scope of the job proportionate to their experience to no greater or lesser degree that would be required from any other apprentice, the employee shall be transferred after the trial period and placed on the appropriate seniority list. Such an employee shall be given credit toward his or her apprenticeship in the amount of their experience as a Meat and Deli Clerk to a maximum of eight (8) months on the full-time wage scale. When the employee becomes full-time, his/her seniority date shall be transferred from the Meat/Deli Clerk list to the Meat Cutter list.

A Meat/Deli Clerk who commences a Meat Cutter apprenticeship shall be entitled to hours of work in both the Meat Cutter and the Meat/Deli Clerk classifications up to the limit which was worked as a Meat and Deli Clerk. A full-time Meat/Deli Clerk shall on that basis retain full-time status. If the employee was part-time, the limit shall be based on average hours worked during the thirteen (13) weeks prior to commencement of the apprenticeship.

SECTION 7 RETAIL MEAT INDUSTRY PENSION PLAN

Section 7.01 Pension Contributions

Effective April 1, 1990, the Employer agrees to pay to the trust account or trust fund established for the Retail Meat Industry Pension Plan (hereinafter called the Plan), the sum of one dollar and twenty-four cents (\$1.24) per straight time hours actually worked, not to exceed nine dollars and ninety-two cents (\$9.92) per day, forty-nine dollars and sixty cents (\$49.60) per week, two hundred and fourteen dollars and ninety cents (\$214.90) per month on behalf of each employee covered by this agreement.

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

Section 7.02 Written Statement

The contribution shall be accompanied by a written statement showing the hours worked and earnings paid in respect of the hours worked 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 prime interest rate of the Bank of Canada, on a per annum basis, from the last day of the period. The applicable prime interest rate for the first six (6) months of any year will be the rate in effect on January 1st of that year and for the last six (6) months of any year the rate in effect on July 1st.

Each contribution period shall comprise not less than four (4) nor more than five (5) weeks.

Pension credits shall apply for all time while receiving Long-Term Disability Benefits.

Section 7.03 Trustees

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 the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the parties are bound by the actions taken by the Employer and Union Trustees under the Plan.

NEW Section 7.04 United Food & Commercial Workers Pension Plan

(Add to existing language, not to replace existing language)

- (a) Commencing January 02, 2000 the Employer agrees to pay to the trust account or trust fund established for the United Food & Commercial Workers Pension Plan (hereinafter called the Plan), a contribution equal to 7.5% of each employee's earnings.
- (b) The contributions along with a list of the 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 21 days after

the close of each of the Employer's 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 Employer contribution made in respect of the participating Employee;
3. the date they became an Employee if they first became a participating Employee in the Employer's four (4) or (5) week accounting period;
4. 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.
5. such other data as the Trustees indicate they require for the administration and operation of the Plan.

- (c) The Employer and the Union agree to the original method of selection of Employer and Union Trustees to administer the Plan. 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 the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the parties are bound by the actions taken by the Employer and Union Trustees under the Plan.

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

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

Participating Employee shall mean each employee of the Employer as of date of ratification 2000 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 date of ratification 2000 and are receiving (or entitled to receive) wage loss benefits under a Weekly Indemnity or Long 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 date of ratification 2000 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 date of ratification 2000 as a result of a 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.

SECTION 8 SICK LEAVE BENEFITS AND W.C.B.

Section 8.01 Sick Leave Benefits

a) Full-time Employees

Regular full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment, including any absence from work, or sickness or accident not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident for which compensation is received under the terms of this Collective Agreement, up to a maximum of three hundred and seventy-six (376) hours. Credits shall commence to accumulate from date of full-time employment but only after completion of a three (3) month full-time employment eligibility period.

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

b) **Part-time Employees**

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

If an employee fails to meet the above hourly 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 work days.

Section 8.02 Sick Leave Payout

Employees who retire on pension, or who are permanently laid off from their employment with the Employer, shall upon such retirement, or permanent lay-off, be paid any sick leave accumulation they may have to their credit. Payout of sick leave credits will not apply to employees who voluntarily terminate their employment or to those employees who are terminated for just cause.

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

It is agreed that accumulated sick leave information will be available to employees, in writing, on at least a monthly basis. The procedures to be used will be discussed with each Company individually.

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

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

Section 8.03 Workers' Compensation Board

a) **W.C.B. Make-Up**

Where a full-time employee qualifies 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 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 seventy-five percent (75%) of the employee's 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 up to thirteen (13) weeks from the first 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.

b) **Day of Injury**

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

c) **W.C.B. Advance**

In the event the W.C.B. challenges initial coverage, or after going on W.C.B. benefits, the W.C.B. terminates such benefits because the Board has decided that the employee's disability is no longer related to the compensable injury, the employee will be entitled to a W.C.B. advance as specified below.

If an employee is entitled to Long-term Disability and/or Weekly Indemnity benefits, pursuant to Section 9, the Employer shall process an employee's application for such benefits on the condition that should an appeal to the W.C.B. result in the payment of wage-loss benefits, the Long-term Disability and/or Weekly Indemnity benefits paid for the corresponding period of time will be refunded either directly from the Board, or if not possible, from the employee. At the Employer's option, the employee will pursue appeal procedure under the W.C.B.

d) **Injurious Work Requirements**

If an employee believes the amount of work he or she is required to perform is excessive or will result in injury to him or her, the question shall be referred to Section 14 of this Agreement.

Section 8.04 Return to Work after Absence Due to Illness or Injury

a) After any absence due to illness or accident under Sections 8 or 9, an employee must be returned to his or her job when capable of performing their previous duties.

b) **Rehabilitation Program**

Where an employee on Group Insurance, L.T.D., or W.C.B. benefits is disabled from performing his/her usual job, but may be able to perform other jobs covered by this Agreement, the Union and the Employer agree to co-operate to facilitate a change in classifications or jobs so long as such change does not displace a current employee. Credit for previous experience shall be transferred to the new classification provided the employee can perform the work.

Section 8.05 UFCW Local 247 Health, Safety, Education and Training Fund

Commencing April 1, 1990, the Employer shall remit monthly contributions to the above fund on the basis of one cent (\$.01) per hour multiplied by the number of hours remitted to the Dental Care Plan.

Section 8.06 Store Health and Safety Committees

The Employer agrees to maintain a Health & Safety Committee in each store. The Committee shall function in accordance with W.C.B. Health and Safety Regulations. A bargaining unit employee shall be elected by the members in the store or shall be appointed by the Union to each Committee.

SECTION 9 HEALTH AND WELFARE PLAN

Section 9.01 Full-time Benefits

The Employer shall make available the following benefits or similar benefits as mutually agreed upon between the Union and the Employer, to eligible full-time employees. Such an employee shall be considered eligible when he or she has qualified under the thirty-two (32) hour eligibility rules below with a minimum of thirteen (13) consecutive weeks' service.

For full-time employees reduced by the Employer to part-time and not laid off, full coverage, regardless of hours worked, shall be maintained in accordance with Section 9.03 and Group Life Insurance shall be the amount specified in Section 9.05. In the case of Weekly Indemnity and Long-term Disability, the amount shall be the average of earnings during the thirteen (13) weeks immediately preceding the date of accident or illness.

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

Benefits for full-time employees who are laid off will be maintained by the Employer for one-half (1/2) of the employee's recall period as specified in Section 12.09 on the following basis:

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

Section 9.02 Part-time Employees

The Employer shall also make available the benefits to the employees who work an average of thirty-two (32) hours per week for a period of three (3) consecutive months. Such employees shall receive the same benefits as set out for full-time employees in this Section of the Agreement. The employee must fail to meet the above hour requirements 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 M.S.P. at the date of their employment can elect to maintain their continuity of coverage to be paid as per Section 9.03 below.

Section 9.03 Medical Benefits

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

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

The M.S.A. Extended Health Benefits Plan or its equivalent already in effect will be continued and provide that each member shall pay the first twenty-five dollars (\$25.00) of eligible expenses in any one (1) calendar year. The full premium rates to be also paid by the Employer.

The Extended Health Benefits, for full-time employees and eligible part-time employees as described in this Section 9, shall include the following benefits:

- a) Prepaid Drug Plan with no deductible.
- b) Commencing April 1, 1990, the following maximum shall apply for new eyeglasses purchased twelve (12) months or more after the last purchase.
\$150.00 every every two (2) years for adults
\$150.00 per year per dependent
Eg.: if a pair of glasses were purchased March 1, 1990, a new pair will be covered for the above maximum on March 1, 1991.
- c) Hearing Aids to a maximum of three-hundred and fifty dollars (\$350.00) per person once every four (4) years.

It is understood all employees' dependants shall be covered by the above benefits. Eligible dependants shall be wife or husband 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.

Section 9.04 Weekly Indemnity Benefits

The Employer shall pay the cost of providing these benefits. Weekly Indemnity Benefits shall be paid commencing on the first (1st) day of hospitalization due to non-occupational accident or sickness or where no hospitalization is involved, the fourth (4th) day of absence due to sickness or accident with a twenty-six (26) week benefit period.

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

The Employer agrees to pay the fee for the Medical Reports required by the Employer for sick leave or Weekly Indemnity provisions to a maximum of twenty dollars (\$20.00).

Weekly Indemnity payments shall be paid at the rate of sixty-five percent (65%) of straight time hourly wages, up to a maximum of the E.I. level. The weekly benefit for part-time employees shall be the average of earnings during the thirteen (13) weeks immediately preceding the date of accident or illness.

It is understood and agreed between the Employer and the Union that Weekly Indemnity payments to entitled employees shall be the responsibility of the Employer. If payment of valid claims is not made by the Insurance Company within two (2) weeks from the time that the Employer receives the completed application, the Employer shall then pay to the claiming employee an amount equal to his or her 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 or her 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.

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.

Section 9.05 Group Life Insurance

a) Group Life Insurance shall provide a minimum coverage of \$25,000.00. Where current Group Life Plans have coverage in excess of the \$25,000.00 minimum, then such plans shall continue in force during the currency of this Agreement.

b) **Conversion Privilege – Life Insurance**

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

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

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

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

Section 9.06 Long-Term Disability Plan

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

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

The Long-term Disability Plan shall be based on fifty percent (50%) of an employee's salary and will commence when Workers' Compensation or Weekly Indemnity is exhausted, if Weekly Indemnity was available and provided any government payments involved as a result of the employee's absence due to disability will be included in determining the fifty percent (50%) payment.

Benefits are payable monthly in arrears from the date the benefit period commences to age sixty (60), the Employee's retirement date, at which time he can retire on pension with actuarial reduction under the applicable pension plan, recovery or death, whichever first occurs, for both accident and sickness.

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

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

Section 9.07 Dental Care Plan

The Employer agrees to make such hourly contributions to the British Columbia Retail Meat Industry Dental Care Plan, for each straight time hour actually worked in the bargaining unit as determined by the Joint Trustees of the Plan as necessary to maintain the dental benefits contained in the 1971-73 Collective Agreement and incorporated into the British Columbia Retail Meat Industry Dental Care Plan as revised January 1st 1972, with the exception that after July 19, 1981 members or eligible dependents who as of that date have not exceeded the \$1,250.00 lifetime maximum for orthodontics will have that maximum increased to \$1,750.00. Effective April 1, 1990, eligible dependents, who as of that date have not exceeded the \$1,750.00 lifetime maximum for orthodontics, will have that maximum increased to \$2,500.00.

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

It is further agreed that in the event the Government of Canada or the Province of British Columbia provide a non-contributory Dental Care Plan with similar benefits, the Employers' obligations to continue contributions to the British Columbia Retail Meat Industry Dental Care Plan shall cease.

It is further understood should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Retail Meat Industry Dental Care Plan and the Employers' contribution in respect to the cost of these benefits shall cease, provided the Employer pays the full cost of premiums levied by the Government for such services to a maximum of current contributions to this Plan.

Section 9.08 Maintenance of Benefits

For sick leave, weekly indemnity and Workers' Compensation claims which commence after September 18, 1983, the Employer shall maintain the full cost of Health and Welfare premiums to a maximum of thirty-nine (39) weeks.

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

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

SECTION 10 VACATIONS WITH PAY

Section 10.01 Year of Service

A "Year of Service" for the purposes of paid vacation shall mean seventeen hundred (1700) hours of actual work with the Employer within a calendar year provided, however, that all time absent on paid vacation, paid statutory holidays, paid accumulated time off, 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 or the 1969 and 1975 lockouts, shall be considered as hours of actual work.

Maternity leave shall be counted for determining a "year of service" as will leaves of absence for Union business relating to conventions and in the case of leaves of absence for Union business for other purposes for a period of up to twelve (12) months.

"Years of Service" 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 the 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 binding upon the purchaser.

Section 10.02 Vacation Accumulation

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

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

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

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

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

Employees with twenty-three (23) or more consecutive "years of service" shall receive seven (7) weeks' vacation with pay annually.

Section 10.03 Vacation Pay Timing

Vacation pay for vacation provided in Section 10.02 shall be computed on the basis of forty (40) hours' pay or two percent (2%) of the employee's earnings for the employee's calendar year prior to leaving on vacation, whichever is the highest, for each week of paid vacation to which the employee is entitled. Employees must take vacation to which they are entitled and cannot receive pay in lieu of vacation, except as hereinafter provided. Vacations must be taken in units of not less than one (1) week.

Section 10.04 Vacation Pay Timing - Notification

Where an employee who has not received vacation pay under Section 10.08 is not scheduled to work on or after the last regular payday prior to starting vacation, he/she can notify the Store Manager, in writing, that he/she wishes to receive vacation pay one (1) week early and shall be accommodated provided such notification is received by Saturday of the week prior to the week in which the vacation pay is desired.

Section 10.05 Minimum 1450 Hours

Employees who work a minimum of fourteen hundred and fifty (1450) hours each calendar year for three (3) consecutive years, but who do not otherwise qualify for three (3) weeks' vacation with pay, shall be entitled each year in which they qualify, to six percent (6%) of their current year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof.

Employees who work a minimum of fourteen hundred and fifty (1450) hours for eight (8) consecutive years, but who do not otherwise qualify for four (4) weeks' vacation with pay, shall be entitled in each year in which they qualify, to eight percent (8%) of their current year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof.

Employees who work a minimum of fourteen hundred and fifty (1450) hours for thirteen (13) consecutive years, but who do not otherwise qualify for five (5) weeks' vacation with pay, shall be entitled in each year in which they qualify, to ten percent (10%) of their current year's gross earnings and have a choice of equivalent paid vacation or pay in lieu thereof.

Paid statutory holidays and vacations are considered as time worked for purposes of determining fourteen hundred and fifty (1450) hours.

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

Section 10.06 Vacation Earned Less than 1700 Hours

Where an employee has worked throughout a calendar year for the same Employer, but for less than seventeen hundred (1700) hours of that calendar year so that he or she has not earned an annual holiday, and where his or her employment with that Employer has not terminated, the Employer shall, in lieu of an annual holiday, pay to the employee, notwithstanding that he or she had not earned an annual holiday, an amount equal to four (4) percent of the employee's total wages and salary earned from that Employer during the calendar year. Such employees shall be entitled to two (2) weeks' vacation. It is understood that such employees must advise the Employer by February 1st if they want vacations that year. The time of vacation is to be mutually agreed upon. Time spent on such vacation shall be counted as time worked for purposes of qualifying for benefits under Section 9.

The pay to which the employee is entitled pursuant to Section 10.06 shall be paid to the employee within thirty (30) days after the completion of the calendar year.

Section 10.07 Vacation Pay Upon Termination

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

Earned vacation pay shall mean vacation earned in accordance with Sections 10.01, 10.02 and 10.03 prior to the employee's last anniversary date and date of termination.

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

Section 10.08 Vacation Scheduling

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

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

Vacation time off shall be selected by full-time employees in order of seniority within the store. All vacation time selected shall be subject to approval by the Employer.

Where there is more than one (1) full-time Head Meat Cutter in the bargaining unit, the Head Meat Cutters shall select their vacation preference in order of Company seniority amongst themselves. Vacation leave shall be authorized by the Employer subject to the availability of qualified relief staff.

Part-time employees who qualify for paid time off pursuant to Section 10.01 and 10.05 shall be entitled to select their vacation on a fair and equitable basis depending upon the specific work requirements of the store or float staff. All vacation time selected shall be subject to approval by the Employer.

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

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

For those Employers who utilize a "Float Staff" for vacation relief it is understood that (1) such "Float Staff" will be considered a "Store" for purposes of scheduling their own vacations and (2) where vacation weeks requested by store employees are in excess of those allowed by the Employer then any rescheduling required will be done on a Seniority basis.

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

Section 10.09 Statutory Holiday During Vacation

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 takes three (3) or more consecutive weeks' vacation with pay, and a statutory holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay, if, in the opinion of the Employer, an extra day's vacation with pay will interfere with vacation schedule or hamper operations.

SECTION 11 MISCELLANEOUS

Section 11.01 Wearing Apparel

The Employer shall furnish smocks and aprons to each employee and shall pay for laundering of same. Appropriate coats for use in refrigerated units will be provided for employees constantly working in low temperatures. The number of coats supplied shall be determined by the Employer.

Where 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.

Section 11.02 Time Off To Vote

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

Section 11.03 Union Market Cards

The Employer agrees to display either the official Union Market Card or Decal of same of the United Food and Commercial Workers Union (or any successor organization as a result of merger(s)) in a location where it can be seen by the customers.

Section 11.04 Time Off For Union Business

The Employer agrees that employees chosen for such purposes, shall be given time off with pay in order to attend Union Conventions, or participate in negotiations involving the Employer. The number of employees in excess of one (1) granted leave of absence for these purposes shall be determined by mutual agreement. The Union shall notify the Employer at least one (1) week in advance of the commencement of all such leaves of absence. The Employer will bill the Union for wages paid to an employee involved in Union business on the basis of:

1. Full-time employees - wages, pension and dental contributions, plus ten percent (10%) of wages.
2. Part-time employees - wages plus pension and dental contributions.

Upon at least one (1) week's prior notice by the Union, the Employer agrees to grant one (1) employee a one (1) month's leave of absence without pay to attend to Union business. It is further agreed such leave of absence may be renewable from month to month by mutual agreement of the Employer and the Union.

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

Section 11.05 Discipline Interview - Witness

Where an employee attends an interview with management for the purpose of receiving a formal discipline report, or for a security interview, the employee shall have the right to a witness of his or her choice. If during any other private corrective interview with management where, during the interview, it is determined that there will be a discipline report on the employee's record or the employee feels there is a violation of Section 13.04 or 13.09, the interview may be temporarily suspended so that the employee may call in a witness of his or her choice. Any witness used by the employee in the above situation will be another employee working in the store at the time the interview is being held. It is understood the witness is an observer and not a participant.

Section 11.06 Employee Files

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

Section 11.07 Store Visits of Union Representatives

Duly authorized Union Representatives shall be entitled to visit the store during the hours the store is open for business for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. When entering a store, the Union Representative shall identify himself/herself to the Store Manager, or in his/her absence, the person in charge.

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 store designated by Management.
2. Held whenever possible during the lunch period; however, if this is not practical,
3. During regular working hours. Time taken for such an interview in excess of five (5) minutes shall not be on Company 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 14 of this Agreement. It is understood that the Union Representative may attempt to resolve problems through the Store Management prior to implementation of Section 14.

Section 11.08 Picket Lines

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

Section 11.09 Leaves of Absence

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

Section 11.10 Educational Leave

Employees with four (4) years' of continuous service with the Employer shall be entitled to an Educational Leave of Absence for up to one (1) year without gain or loss of seniority as of the time the employee leaves.

The following terms and conditions shall apply to such leaves:

1. One employee per store at any one time shall be eligible for Educational Leave. Such leaves will be subject to the availability of replacement staff.
2. Written application for the leave shall be coordinated through the Store Manager. 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., E.H.B., H.E.P. and Life Insurance in advance by quarterly installments.

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.

Section 11.11 Sexual Harassment

Where an employee alleges that sexual harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement.

Section 11.12 Bulletin Board

Bulletin Boards will be supplied by the Union and will be placed in lunch rooms, or other area in the store as mutually agreed.

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

- a) Meeting notices.
- b) Dental Plan information.
- c) Pension Plan information.
- d) Safety information.

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

Section 11.13 Shop Stewards

1. Shop Stewards may be elected or appointed by the Union from time to time and the Employer will be informed by the Union of such elections or appointments.
2. Complaints and grievances of a minor or emergency nature may be submitted verbally by the Shop Steward to the designated representative of the Employer prior to processing in the manner outlined in Sections 14 and 15 of the Collective Agreement.

3. The Shop Steward may raise grievances and complaints with the designated representative of the Employer on Company time during regular working hours.
4. When a Shop Steward is investigating a complaint or grievance on Company time, he or she will first notify the Manager.
5. It is agreed that the Shop Steward and the designated representative of the Employer will make every effort to resolve complaints and grievances as quickly as possible.
6. It is also agreed that as far as possible, the handling of complaints and grievances will be confined to such times as will not interfere with the operation of the department or service to customers.
7. Each of the Employers' stores shall be limited to one Shop Steward and a Relief Steward.

Section 11.14 Vacation and Statutory Holidays – Time Worked

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

Section 11.15 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 15 of this Collective Agreement, by bypassing all other steps in the 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 54 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
 - (ii) alters significantly the basis upon which the Collective Agreement applies.

Section 11.16 No Discrimination

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

SECTION 12 SENIORITY

Section 12.01 Length of Continuous Service

Seniority shall mean length of continuous service with the Employer in the bargaining unit.

For clarification, continuous service shall include all leaves of absence from work pursuant to the Collective Agreement, eg.: vacations, accident/illness, leaves of absence for Union business, etc. Employees shall retain and continue to accrue seniority during such absences except as specified in Section 11.10 - Educational Leave and Section 12.12(a) - Students.

An employee's seniority date shall be the date on which the employee commences work. If two (2) or more employees have the same seniority date, their relative position on the seniority list shall be determined in the following order:

- a) the time of commencement of work,
- b) alphabetically by surname.

Section 12.02. Seniority Lists

Separate seniority lists shall be established for each of the following six (6) groups:

- (1) Full-time Meat Cutters
- (2) Full-time Meat Clerks
- (3) Full-time Deli Clerks
- (4) Part-time Meat Cutters
- (5) Part-time Meat Clerks
- (6) Part-time Deli Clerks

It is understood that the Union, upon written request, will be provided with a seniority list not more than once every six (6) months and providing the Employer has one (1) month lead time to submit the list.

In case of students, their date of seniority for available hours will be in accordance with Section 12.12.

Section 12.03 Full-Time Status

A full-time position shall exist for all purposes of the Collective Agreement when an employee has worked an average of forty (40) hours per week (exclusive of replacement hours for an extended absence(s) of W.C.B., W.I., L.T.D. or Leave of Absence) during a thirteen (13) week period in the bargaining unit. Such full-time positions shall be filled in accordance with Section 12.06 below. 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.

It is understood that employees who replace absent full-time employees shall not be entitled to status of a full-time employee by reason of such work, but shall be given credit for such relief.

If it is determined that a full-time position exists, such position will be filled in accordance with Section 12.06. If it is determined that a full-time position does not exist and should the employee continue to work replacement hours for a further twenty-six (26) week period, at an average of forty (40) or more hours per week, a full-time position shall be deemed to exist and filled in accordance with Section 12.06.

Any employee who becomes full-time pursuant to the preceding three (3) paragraphs must be so advised in writing by the Employer with a copy of the letter going to the Union Office. If such an employee is reduced by the Employer to part-time status before the employee has been a full-time employee for the additional twenty-six (26) weeks, then the maintenance of benefits will be subject to the thirty-two (32) hour requirement specified in Section 9. In the event, however, that the employee remains full-time for the additional twenty-six (26) weeks, the employee, if reduced by the Employer, will maintain benefits as described in Section 9 without regard to the hours being worked by the reduced full-time employee.

Section 12.04 Part-Time Status

An employee who is not full-time shall be considered a part-time employee and available hours shall be assigned by seniority in accordance with Section 12.11.

Section 12.05 Full-Time to Part-Time Request

If a full-time employee requests part-time employment and is granted his or her request, that employee shall retain his or her seniority date, and shall be placed accordingly on the part-time seniority list for purposes of determining hours of work.

Section 12.06 Full-Time Positions

Full-time positions will first be offered to the most senior part-time employee having requested full-time.

Full-time positions which become available as a result of employees retiring or otherwise leaving the Company will be filled on a seniority basis. Such full-time positions shall not be subject to Section 12.03.

Section 12.07 Right of Grievance - Scheduling

It is understood the provisions of this Section are subject to Sections 14 and 15 of this Agreement.

Any full-time or part-time employee who is laid off or fails to receive hours of work to which he or she is entitled to according to the provisions of this Section shall be compensated for the hours involved in any such violation at his or her regular rate of pay.

It is a recognized responsibility of an employee to inform the Employer of an alleged infraction in scheduling with respect to this Section as soon as it is known by the employee.

Section 12.08 Lay-Offs, Reduction of Hours of Work and Recall of Full-Time Employees

- (a) In lay-offs, the reduction of hours and recall of full-time employees, seniority shall govern unless there is a less senior full-time employee whose fitness, qualifications and ability to perform the job are greater.

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

Full-time employees who are reduced to part-time or laid off by the Employer shall remain on the applicable full-time seniority list and shall have seniority for available hours over all part-time employees on the corresponding part-time seniority list. Full-time employees who have been reduced or laid off by the Employer shall be offered full-time employment before any other employee in the bargaining unit goes to full-time status. Where two (2) or more employees are on reduction or lay-off, seniority shall govern for increase of hours. This paragraph does not apply to employees who have been hired pursuant to Section 12.15 unless the employee has more than one (1) year's consecutive full-time service.

- (c) Employees who qualify as full-time employees but who do not wish to be scheduled for the basic work week shall not hold their seniority over other less senior full-time employees or part-time employees having requested additional hours, except where an employee has restricted his or her hours in accordance with Section 12.11 (c)(i) and (ii).

Section 12.09 Recall of Full-Time Employees

Full-time employees laid off or having hours reduced shall be offered available work in accordance with the above, provided:

- (1) No more than twelve (12) months has elapsed since the last day worked by the employee.
- (2) The employee reports for duty within twenty-four (24) hours from the time he or she is contacted with the following exceptions:

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 Company informed of his or her current address and telephone number. If the Company 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.

- (3) The employee is capable of performing the work.

The twelve (12) months and twenty-four (24) hours' deadline contained in (1) and (2) above respectively, shall be extended if upon recall, an employee is unable to report due to illness or accident. Any extension granted shall only be for the duration of the illness or incapacity from accident up to a maximum of one (1) year and the Employer may require the employee to provide written confirmation from a doctor of such illness or accident.

Section 12.10 Reduction of Hours of Work of Full-Time Employees

- (a) A full-time employee whose hours are reduced in his/her store will have the right to exercise his/her seniority within the bargaining unit in order to maintain his/her full-time status.
- (b) The Employer, when reducing hours of work in a Meat Department in a store, will not reduce the regular scheduled hours of a full-time employee for the purpose of replacing such hours with part-time or student help. Part-time employees or students will not be scheduled for hours that could be worked by the laid off or reduced full-time employee.

Section 12.11 Lay-Off, Recall, Reduction and Increase of Hours of Part-Time Employees

- (a) In lay-offs and recall of part-time employees, seniority shall govern, provided the employee is available and can perform the work. In reduction and increase of hours, 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 in accordance with sub-section 12.11 (c).

- (b) In the store in which the employee normally works, no part-time employee shall have his or her hours reduced when a less senior part-time employee or student is working hours that could be worked by the part-time employee.

It is understood that the above language deals with employees within the same classification in the store.

- (c) Part-time employees shall be given preference in available hours on a seniority basis within their classifications, within their store and bargaining unit, subject to the following:

- (i) Within thirty (30) days of commencing employment, every part-time employee will inform the Employer, in writing, on a form (see Appendix A) supplied by the Employer, of the number of hours per week they are available for work, including full-time work. A copy of this form shall be forwarded to the Union Office. This designation of availability can thereafter be changed by notifying the Employer, on the form supplied, of the number of hours of work desired. The number of hours desired can be up to and including forty (40) hours per week but cannot be less than sixteen (16) hours per week unless mutually agreed between the Employer and the employee. Employees desiring less than forty (40) hours per week will be considered to have restricted their availability. It is understood that once the stated limit is reached, the employee will be considered to have restricted his/her availability and shall forfeit their right to hours in excess of that limit. Such restrictions can be withdrawn at any time, and the employee will be scheduled hours in accordance with his/her seniority on the next posted schedule. However, the restricted availability declaration can only be submitted once every twelve (12) months unless mutually agreed otherwise between the Employer and the employee.

- (ii) An employee shall not be entitled to restrict their availability more than once in a twelve (12) month period unless mutually agreed otherwise. A restriction of hours may be withdrawn at any time, and when withdrawn, the employee must be willing to work all hours available to them in accordance with their seniority.

Employees later wishing to lift their restriction shall notify the Employer, in writing, of their intent. They will assume their normal seniority position among part-time employees in their store and receive hours in accordance with their seniority. When reductions in hours occur according to Section 12.11 (a) and (b), the restriction letters will in no way affect the provisions of this Section.

Employees who revert to part-time under Section 12.05 or employees who want to work fewer hours than they are presently working or as set out in their current letter must, when filling out the required form, indicate the number of hours per week desired.

An employee cannot restrict his/her 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 employee. The sixteen (16) hours limitation shall not apply to students.

Section 12.12 Student Seniority

- (a) This section shall be applicable to all students hired after the date of ratification and to students who as of that date have not been classified as part-time employees.

Students regularly attending classes at an authorized educational institution shall be considered to have restricted their availability.

Hours normally worked by current student employees shall not be subject to claim by current junior non-student employees. Student hours, up to a maximum of twenty (20) hours per week, shall not be subject to claim by junior non-student (new hires).

Where a disagreement arises regarding this clause 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.

A student shall commence to accumulate regular seniority as a part-time or full-time employee when it is established that he or she has ceased being a student and will not be resuming his or her studies in the next school year or semester. Students shall inform the Store Manager in writing when they have ceased being a student.

When a student proceeds to part-time status, he/she shall be given credit for their student years of service according to the following formula:

- b) Students proceeding to part-time status shall be given credit for fifty percent (50%) of their student years for seniority purposes only once they have achieved full-time status in their classification.
- c) Students transferring to part-time status will be the junior part-timer for seniority purposes. Once achieving full-time status, the student will be credited with fifty percent (50%) of the student time, eg.:

Student	4 years
Part-Time:	3 years
Achieve Full-time:	3 years P.T. + 50% of 4 years as a student = 5 years' seniority as a F.T. employee

- d) Students who proceed to part-time status shall maintain their maximum twenty (20) hour protection right as described in the third paragraph of Section 12.12(a).

When more than one (1) student in a store ceases being a student at approximately the same time of year, the part-time seniority ranking among those persons will be the same as was their student seniority ranking in accordance with the above.

Should a student proceed to part-time under the fifth (5th) paragraph of 12.12(a) above and then revert to student status in the subsequent school year or semester, that person shall be considered on the bottom of the student seniority list.

In the event problems arise regarding student seniority, the Union and the Employer may meet to discuss such problems. The parties shall have authority to make any appropriate adjustment to an employee's seniority.

- e) Part-time employees laid off or having hours reduced shall be offered available work in accordance with the above, provided:
 - i) Part-time employees with more than three (3) years' continuous service shall have twelve (12) months' recall rights.
 - ii) Part-time employees with three (3) years or less continuous service shall have six (6) months' recall rights.
 - iii) The employee reports for duty within twenty-four (24) hours from the time he or she is contacted with the following exceptions:

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 Company informed of his or her current address and telephone number. If the Company 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.

- iv) The employee is capable of performing the work.

The twelve (12) month, six (6) month and twenty-four (24) hour deadline contained in (i), (ii), (iii) above respectively shall be extended if upon recall an employee is unable to report due to illness or accident. Any extension granted shall only be for the duration of the illness or incapacity from accident up to a maximum of one (1) year and the Employer may require the employee to provide written confirmation from a doctor of such illness or accident.

Section 12.13 Amendment by Mutual Agreement

Sections 12.11 and 12.12 can be amended during the life of the Collective Agreement by mutual agreement of the parties.

Section 12.14 Head Meatcutter to Journeyman

Upon written request to the Company, a Head Meat Cutter may revert to Journeyman status. Such transfer shall be made within thirty (30) days from the date of the request or such later time as may be mutually agreed upon. The Company shall advise such employee at least one (1) week in advance of the date of reversion to the Meat Cutter position to which he or she will be assigned within the bargaining unit. It is understood the Employer shall determine the number of such reversions that can take place in any calendar month. The same procedure will apply to Deli Department Heads should they wish to revert to Meat /Deli Clerk.

Section 12.15 Hiring Resulting in Reduction

If an employee is hired for the purpose of assuming the Head Meat Cutter or Deli Manager position in the bargaining unit, and if such transfer or hiring will result in the lay-off or a reduction in hours of an employee in that bargaining unit, the Union and the Employer shall meet and shall earnestly attempt to resolve the matter.

Section 12.16 Rehabilitation

In rehabilitation cases under Section 8.04 where the Union and the Employer agree to a change in classifications or jobs, employees shall retain the seniority they held in the previous job or classification for seniority purposes in the new job or classification.

SECTION 13 TERMINATIONS, NOTICE REQUIRED, OR
PAY REQUIRED IN LIEU OF NOTICE IN CASES OF
TERMINATION

Section 13.01 Severance Pay on Closing of Stores

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

Full-Time Consecutive Service	Severance Pay
Up to two (2) years	One (1) week's pay
Over two (2) years	One (1) week's pay for every year of full-time service to a maximum of twenty (20) weeks

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

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

Should an employee who is full-time at date of ratification 1990 or a future full-time employee go to part-time and later lose his/her employment due to the circumstances set out in Section 13, then such employee shall be entitled to severance pay under this Section according to his/her most recent years of full-time consecutive service only.

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

Employees who qualify for severance pay as listed above shall not be entitled to the benefits contained in Section 13.02 pertaining to normal termination.

Section 13.02 Terminations

Commencing after thirty (30) days 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 thirty (30) calendar days 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.

Section 13.03 Termination – Pay in Lieu

Sections 13.01 and 13.02 shall not invalidate an employee's right to process his or her termination and to be re-instated, as set out in this Section.

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.

Section 13.04 No Termination – Union Activities

No employee shall be terminated without proper cause, and no employee shall be discriminated against for any lawful union activity, or for reporting to the Union the violation of any provision of this Agreement.

Section 13.05 Termination - Grievance

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

Section 13.06 Termination - Arbitration

In termination cases, an arbitration board shall consider that new employees are on probation for the first sixty (60) calendar days of employment.

Section 13.07 Reinstatement – With Pay

In the event that an employee has been terminated without proper cause, he or she shall be reinstated and shall receive pay for time lost following termination and prior to reinstatement, in an amount sufficient to make up the difference between any monies received by that employee for other employment, and his or her full pay. In the case of a head Meat Cutter, he or she may be reinstated as a Journeyperson, if mutually agreed to by the Employer and the Union or by a decision of a Board of Arbitration.

Section 13.08 Termination – Grievance Within 14 Days

Grievances involving termination of an employee must be submitted to the Employer in writing within fourteen (14) calendar days from the date notice of termination is given in writing to the employee, or fourteen (14) calendar days from the date the employee is informed of his/her termination where pay is given in lieu of notice, or be waived by the aggrieved party. Where notice in writing is given rather than pay in lieu of notice, the period of such notice shall commence at the time such notice is received by the employee.

Section 13.09 Intimidation

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 grievance must be filed not 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.

SECTION 14 GRIEVANCE PROCEDURE

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

Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which, the Union Representative or Representatives, and the Employer Representative or Representatives, shall meet and in good faith shall earnestly endeavour to settle the grievance submitted.

If a satisfactory settlement cannot be reached, or if the party on whom the grievance has been served, fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration or, if the parties mutually agree, to a single arbitrator acceptable to both parties.

By mutual agreement, the parties may invoke the following procedure to facilitate the settling of grievances:

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 Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Fred Geddes 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 15 BOARD OF ARBITRATION

The Board of Arbitration shall be composed of three (3) members and shall be established as follows:

The parties may mutually agree to a single arbitrator. Otherwise, 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 a failure of the nominee of the Union and the Employer to agree upon a Chairman within the five (5) day period specified, the Minister of Labour for 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.

SECTION 16 EXPIRATION AND RENEWAL

Except as otherwise provided herein, this Agreement shall be effective from Sunday after ratification, 2000 to and including April 24, 2004 and thereafter from year to year unless the notice hereinafter mentioned is given. If such notice is given, the provisions contained in this Agreement shall not be altered or changed until a new Collective Agreement is reached or a legal strike or lockout notice is given by one party to the other.

The parties agree to exclude the operation of Section 50(2) of the Labour Code of British Columbia is hereby excluded.

Subject to the foregoing, either party may, within four (4) months prior to April 24, 2004 or any subsequent anniversary thereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

SIGNED THIS 15th DAY OF April, 2000.

FOR THE EMPLOYER:

FOR THE UNION:

ADDENDUM TO COLLECTIVE AGREEMENT

The following understandings between the undersigned parties will apply during the term of the Collective Agreement:

1. The Union agrees that Section 2 of the Collective Agreement shall not in any way require the Employer to change his current policy in handling or selling of such products, nor shall it limit or restrict Management's rights as outlined in Section 1 of the Agreement. It is further agreed that the Employer shall have the same rights and/or privileges as other Employers under similar agreements with this Union in the area covered by this Agreement.

SIGNED THIS 15th DAY OF April, 2000.

FOR THE UNION:

FOR THE EMPLOYER:

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LETTERS OF UNDERSTANDING

NO. 1 RE: DRUG AND ALCOHOL ASSISTANCE PROGRAM

The Company 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.

NO. 2 RE: SCHEDULING OF HOURS – SECTION 5

The Company and the Union agree that during the term of the Collective Agreement, the parties shall meet to discuss any scheduling problems that arise with a view to finding equitable solutions.

It is clearly understood that this procedure shall in no way prevent the parties from processing complaints or grievances in accordance with the Grievance Procedure.

NO. 3 RE: REDUCTION OF HOURS OF WORK

The parties recognize that within the meat trade, Meat Cutters perform "wrapping" functions as part of their overall duties.

Notwithstanding the foregoing, where Journeyperson Meat Cutters and Meat Wrapper(s) work in the same Meat Department, and a reduction of hours occurs, and a question of wrapping hours arise, the Employer and Union will meet to discuss and resolve the situation bearing in mind the operational needs of the Meat Department within the stores and the overall job functions of the Journeyperson.

In resolving the issue, the parties shall consider the manner in which hours of work are being scheduled giving consideration to past practice in each individual store or bargaining unit and failing all else, reductions in hours will be by seniority.

NEW NO. 4 RE: COMBINATION DELI / BAKERY DEPARTMENT

In a store where the Employer installs a combination Deli/Bakery Department UFCW Local 247 will be the Bargaining Agent for the Department.

NO. 5 RE SECTION 5.10 – MEMBER ON DUTY

- 1) In a store where less than one hundred (100) hours per week are used in the Meat Department, there will be no requirement for a member of the bargaining unit to be on duty in the following circumstances:
 - a) During the last four (4) hours prior to store closure on Sundays and on days where the store closes after 6:00 p.m.
 - b) During the last two (2) hours prior to store closure on days (excluding Sundays) where the store closes at 6:00 p.m. or earlier.
- 2) In a store where one hundred (100) or more hours per week are used in the Meat Department there will be no requirements for a member of the bargaining unit to be on duty during the last two (2) hours prior to store closure.
- 3) No existing employee at date of ratification (2000) shall have his/her hours or work reduced as a result of the above. See also Letter of Understanding No. 6 Re: Bargaining Unit Work.
- 4) The hours used in the Deli or Combination Department are excluded from the above calculations of hours and the exceptions outlined in points (1) and (2) shall not apply to the Deli or Combination Department.

NO. 6 RE: BARGAINING UNIT WORK

It is understood and agreed that non-bargaining unit persons, management and/or owner operators shall not perform any bargaining unit work except by the Store Manager, the Company supervisors and/or owner operators during an unexpected absence of a bargaining unit member (and if so, only until a bargaining unit member has been called to work), when specifically requested by a customer, during instructional work, or when remerchandising the department.

NEW NO. 7 RE SCHEDULING/MAXIMIZATION OF HOURS AGREEMENT

The Employer and the Union agree that daily maximization of hours scheduling shall be used for all pre-ratification employees prior to April 15, 2000.

Relief Head Meat Cutter (by seniority) will receive the Head Meat Cutter rate when replacing the Head Mead Cutter. Pre-ratification Employees can claim all hours made available due to the absence of a pre-ratification Employee subject to the pre-ratification Employee's availability. Absence is defined as: Vacation, Weekly Indemnity, Long Term Disability, W.C.B., Maternity, Bereavement and any other company-approved Leave of Absence.

NEW NO. 8 RE: SCHEDULING NEW HIRES AFTER APRIL 23, 2000

Notwithstanding any other provision in the Collective Agreement (including Memorandums/Letters of Understanding), the Employer and the Union agree as follows:

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

NEW NO. 9 RE: BERNARD GRYWACHESKI

The Employer and the Union agree that Bernard Grywacheski is an employee of Kootenay Market #1669 Fernie and that his seniority rights are restricted to the Fernie store.

Notwithstanding the above the Company agrees that if the hours are not available to maximize up to forty (40) hours in the Fernie bargaining unit and there are hours available in the Elkford store, which is a separate bargaining unit, the Employer agrees to allow Grywacheski the opportunity to work as he has done in the past in order to maximize his hours before post-ratification employees.

NEW NO. 10 RE: SECTION 5.7 – SUNDAY WORK

This letter will confirm that Kootenay Markets Ltd. operating as Kootenay Market #1671 in Elkford, B.C. will pay Susan Verch a one-time lump-sum payment of \$450.00 for the agreement among the parties that Susan Verch will no longer be entitled to the Sunday Premium or the Shift Work Premium.

AS TO ALL LETTERS OF UNDERSTANDING:

SIGNED THIS 15th DAY OF April, 2000.

FOR THE UNION:

FOR THE EMPLOYER:

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APPENDIX A

**RE: MEAT/DELI EMPLOYEE'S REQUEST TO INCREASE/
RESTRICT HOURS OF WORK**

MEAT/DELI EMPLOYEE'S INCREASE/DECREASE HOURS:

			/ /
EMPLOYEE NAME	EMPLOYEE NO.	STORE NO.	DATE

INCREASE/DECREASE IN HOURS:

In accordance with the provisions of SECTION 12 of the Collective Agreement, I, hereby declare my availability for hours of work as indicated below:

	<u>No. Of Hrs/ Week Desired</u>	
Full-time Employment	_____ 40	See Section 12.11 (c) (i)
Increased Hours: (Enter no. of hours)	_____ _____	See Section 12.11 (c) (i)
Restriction of Hours: (Enter no. of hours)	_____ _____	See Section 12.11 (c) (i) & (ii)

Section 12.11 (c) (i):

- (i) Within thirty (30) days of commencing employment, every part-time employee will inform the Employer, in writing, on a form supplied by the Employer, of the number of hours per week they are available for work, including full-time work. A copy of this form shall be forwarded to the Union Office. This designation of availability can thereafter be changed by notifying the Employer, on the form supplied, of the number of hours of work desired. The number of hours desired can be up to and including forty (40) hours per week but cannot be less than sixteen (16) hours per week unless mutually agreed between the Employer and the employee. Employees desiring less than forty (40) hours per week will be considered to have restricted their availability. It is understood that once the stated limit is reached, the employee will be considered to have restricted his/her availability and shall forfeit their right to hours in excess of that limit. Such restrictions can be withdrawn at any time, and the employee will be scheduled hours in accordance with his/her seniority on the next posted schedule. However, the restricted availability declaration can only be submitted once every twelve (12) months unless mutually agreed otherwise between the Employer and the employee.

Section 12.11 (c)(ii)

- (ii) An employee shall not be entitled to restrict their availability more than once in a twelve (12) month period unless mutually agreed otherwise. A restriction of hours may be withdrawn at any time, and when withdrawn, the employee must be willing to work all hours available to them in accordance with their seniority.

Employees later wishing to lift their restriction shall notify the Employer, in writing, of their intent. They will assume their normal seniority position among part-time employees in their store and receive hours in accordance with their seniority. When reductions in hours occur according to Section 12.11 (a) and (b), the restriction letters will in no way affect the provisions of this Section.

Employees who revert to part-time under Section 12.05 or employees who want to work fewer hours than they are presently working or as set out in their current letter must, when filling out the required form, indicate the number of hours per week desired.

An employee cannot restrict his/her 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 employee. The sixteen (16) hours limitation shall not apply to students.

Employee's Signature

Date Signed

Store Manager's Acknowledgement

Date Received

1 copy for employee
1 copy for Store Manager
1 copy for Union Office

APPENDIX B

SECTION 6 – WAGES

All Employees will be paid according to the new wage scale. If an employee is receiving an off scale rate he shall remain at the off scale rate until his experience qualifies him for the next higher rate of his classification.

WAGE SCHEDULES

Sunday After Ratification

Pre-ratification employees at the top scale now will receive:

S.A.R. an increase of:	\$0.20
April 22, 2001	\$0.20
April 21, 2002	\$0.20
April 20, 2003	\$0.20

Ray Levesque – Meat Manager

S.A.R. 18.84 + .20 =	\$19.04
2001 19.04 + .20 =	\$19.24
2002 19.24 + .20 =	\$19.44
2003 19.44 + .20 =	\$19.64

Susan Verch

S.A.R. 16.59 + .20 =	\$16.79
2001 16.79 + .20 =	\$16.99
2002 16.99 + .20 =	\$17.19
2003 17.19 + .20 =	\$17.39

Employees hired after Date of Ratification 2000

Hours Worked	Meat Cutters	Meat/Deli Clerks
0 – 520	\$10.00	\$8.00
521 – 1040	\$10.63	\$8.25
1041 – 1560	\$11.26	\$8.50
1561 – 2080	\$11.89	\$8.75
2081 – 2600	\$12.52	\$9.00
2601 – 3120	\$13.14	\$9.25
3121 – 3640	\$13.76	\$9.50
3641 – 4160	\$14.38	\$9.75
4161 +	\$15.00	\$10.00

Deli/Combination Manager at a rate of \$12.00.

Meat Manager at a rate of \$18.84.

The Tool Allowance referred to in the Collective Agreement is in addition to the wage rates outlined in the above Wage Schedules.

SIGNED THIS 15th DAY OF April, 2000.

FOR THE UNION:

FOR THE EMPLOYER:

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