

MEMORANDUM OF AGREEMENT made this 15th day of
January , 20 02 .

BETWEEN: **579588 B.C. LTD. (Super-Valu Store No. 62)**, 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 judgement 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 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

- (a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees (except Grocery 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 present and future store(s) owned and/or operated by the Employer in the following area:

Kitimat B.C.

With respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement. If additional retail food establishments are acquired by the Employer in the area described herein, all terms and conditions of the Collective Agreement shall apply to such establishments and shall be binding on the parties hereto.

- (b) 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 - Salespersons who violate the provisions of this sub-section will be excluded from the stores of the Employer concerned.

(c) **Block-Ready Cutting Plant**

If the Employer transfers the cutting and fabricating of retail cuts of fresh meats from its retail store or stores covered by this Agreement to a plant operated by the Employer located in the Lower Mainland of British Columbia, the Employer will recognize the Union as the bargaining agent for the meat cutters, apprentices and wrappers employed by the Employer in the cutting and fabricating of retail cuts of fresh meats at the said plant. In the event that the plant referred to above is certified by, or under a Collective Agreement with another Trade Union at the time it is acquired by the Employer, the foregoing shall not apply.

- (d) The Employer will give notice if they are building their own cutting plant in the area of the Collective Agreement. As much notice as possible up to six (6) months will be given, but not less than four (4) months.

When the Employer starts a new cutting plant in the area of the Collective Agreement, and if any full-time employees are displaced from stores because of this, the Employer will give hiring preference to these employees for three (3) months prior to the opening and including three (3) months after the opening (provided they can perform the work required). The hiring of this plant will be as a separate unit thereafter.

- (e) If a full-time employee is terminated because of:

- i) The Employer establishing a new plant to cut and fabricate retail cuts of fresh meat or fresh block-ready meats, or
- ii) The Employer purchasing retail cuts of fresh meats or fresh block-ready meats, which are now cut and fabricated on the store premises, the employee concerned shall be given severance pay as follows:

One (1) week's pay at his then regular rate of pay for each year of continuous full-time service up to a maximum of twenty-six (26) weeks.

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

In the event the Employer announces a termination date to a full-time employee being terminated under this Section and such employee resigns prior to the announced date, the amount of pay entitlement will be reduced by the number of weeks between the actual date of resignation and the announced date.

Employees who qualify shall not be entitled to the benefits contained in Section 13 of this Agreement. Sub-section (c) and (d) of this clause shall not conflict with or supersede the provisions of Section 12 (Seniority) of this Collective Agreement.

SECTION 3 UNION SHOP

- (a) 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.

- (b) 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. This information and the location of employment shall be forwarded to the Union not later than one (1) week after a new employee has been hired. The Employer will have new employees sign the Check-Off and Union Membership Application upon successful completion of training/orientation.

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

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

- (a) 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:

(1) **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. The meal period shall be thirty (30) minutes or, by mutual agreement between the Employer and the employee, one (1) hour.

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. Meal periods for the graveyard shift shall commence at mid-shift and 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.

(2) **Work Schedules**

The Employer shall post the weekly work schedule in the Meat Department for all employees not later than 6:00 p.m. Monday for the following week. If a new work schedule is not posted as per the above, then the schedule already posted shall apply for the following week. Where time clocks are used, the work schedule can be posted in some other location in the store other than in the Meat Department, as long as they are posted next to the time clock.

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.

Shifts will commence no earlier than 12:01 a.m., except where mutually agreed otherwise.

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.

Late Closing Schedule (Midnight Shifts)

Subject to the operational needs of the store, employees scheduled to work the store closing shift(s) will not be scheduled later than thirty (30) minutes after the store closing time.

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.

(3) **Fair Assignment and Rotation of Late Shifts and Closing Shifts**

A late shift shall be defined as any scheduled shift which ends after 6:30 p.m. in the Meat Department and after 8:00 p.m. in the Delicatessen and Fish Departments. No employee shall be scheduled more than three (3) late shifts per week unless they agree otherwise. This does not apply to short notice call-in shifts to replace an absent employee on the first day of absence. Head Meat Cutters and Deli Operators shall work at least one (1) late or closing shift if required, in order to comply with this clause.

There shall be a fair rotation of late and closing shifts amongst bargaining unit members in the store except the Head Meat Cutter and Deli Operator, but may not apply to Students.

(4) **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.

(5) **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 and where practical, the Employer shall also schedule A.T.O. days with the consecutive days off. Where it can be demonstrated by the Union that the scheduling of consecutive days off and A.T.O. can be accomplished without increasing the allowed weekly hours, the Union and the Employer shall meet to determine a method of solution.

(6) **Sunday Work**

For employees hired prior to April 15, 1991 only, a premium of one dollar and sixty cents (\$1.60) per hour, (eighty cents (\$.80) for each full half hour) shall be paid for all work performed on Sunday. For purposes of the Collective Agreement, Sunday is considered the first day of the basic work week.

Fair Rotation Of Sunday Work

Sunday work shall be rotated on a fair and equitable basis amongst all Bargaining Unit Members in the Store. The foregoing notwithstanding, the Employer may require "key personnel" to rotate Sunday shifts amongst themselves. In the event that Sunday work is not rotated on a fair and equitable basis, the parties shall meet and if the matter is not resolved, Sunday work shall be assigned in accordance with the following:

- (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 at the beginning of each two (2) month period of their availability to work on Sundays.
- (4) If sufficient employees are not available to work on Sundays, the Employer shall have the right to schedule hours to permanent store employees 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.

(7) Consecutive Day Limit

No employee shall be required to work more than six (6) consecutive days, subject to the emergencies as set out in Section 5(a)(2). 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. Full-time employees will not be required to work two (2) consecutive Saturday-Sunday shifts.

(8) Rotation Scheduling

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 above and the operational needs of the Stores, in order to provide for Quality Time Off and to improve the overall efficiency of scheduling and enhancement of customer

service, the Employer will develop a continuous rotating schedule by department for all full-time employees, in accordance with the following principles:

- i) Consecutive days off.
- ii) A.T.O. provisions in the Collective Agreement shall be complied with.
- iii) Rotation of Sunday work. It will be the objective to have every second Sunday scheduled as a day off.
- iv) Consecutive identical shifts shall be maximized for each employee within the rotating schedule. In any event, all shifts within the rotating schedule shall fall within the same fourteen (14) hour time span until the employee has had his/her days off. An employee shall not be required to work more than five (5) consecutive 3:30 to midnight or similar shifts.
- v) In Multi-store Bargaining Units, when an employee is absent, the most senior available Relief Staff employee shall be slotted into the absent employee's schedule subject to the various scheduling provisions of the Collective Agreement. It is understood that this does not imply any seniority right to work locations amongst Relief Staff employees.
- vi) A Committee may be struck to make recommendations on the implementation of rotating schedules. The recommendation of such Committee(s) will be considered in the implementation of a rotating shift schedule.

(b) 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.

(c) **Time Clocks**

Notices which detail the procedure and payroll codes for claiming all premiums shall be posted by the time clocks.

The Employer shall provide time clocks to enable employees to record their time for payroll purposes. Time clocks shall be installed and used, and the time cards will be used for payroll purposes.

Where a grievance arises involving time worked, the Union, upon request, will be given a photostatic copy of the time card or cards involved.

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. Employees who fail to record all time worked in the manner required by this sub-section, 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.

(d) **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.

Commencing April 1, 1995, statutory holidays may be scheduled the week prior, the week of, or the week after the statutory holiday by mutual agreement provided the day in lieu of the statutory holiday is scheduled in conjunction with other scheduled days off. Sunday is considered the first day of the basic work week (see Section 5(i)).

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(j) and (n), provided the employee has actual hours worked in the week.

(e) **Accumulated Time Off (A.T.O.)**

Full-time employees shall accumulate paid time off on the basis of four (4) hours for each basic work week completed. Employees will be advised of their accumulated paid time off entitlement on a weekly basis. In addition to the foregoing, where the Employer's present payroll system enables the Employer to indicate the employee's weekly accumulated time off on the employee's pay stub, such will be shown. Basic work weeks shall be those described in sub-section (d) of this Section.

All employees eligible for accumulated paid time off shall accumulate four (4) hours for all weeks of paid vacations when taken.

Days off with pay as a result of accumulated paid time off shall, in the week in which they are taken, be considered as hours of that basic work week. When an employee has accumulated eight (8) hours, he or she shall receive a day off with pay to be scheduled by Management within the next four (4) weeks, such day to be combined with the employee's regular day off when it does not interfere with the efficient operation of the store. Sunday can be considered as a "regular day off" for purposes of combining days off.

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

Lateness Affecting Accumulated Paid Time Off

It is agreed that the withdrawal of accumulated paid time off will occur only after the following procedure:

If an employee is chronically late and has been formally notified by Management, that further lateness will result in the cancellation of accumulated paid time off for that basic work week.

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

"Replacement hours" shall be those hours that an employee works or is assigned that would normally be worked by another employee were it not for the latter's absence due to illness, vacation, leave of absence, Workers' Compensation, Weekly Indemnity or other contractual absence. In the event that an employee working more than thirty-six (36) hours per week for the required period alleges that he or she is being prevented from working forty (40) available hours, he or she may request an explanation from the Store Manager concerned. If he or she is not satisfied with the explanation, the Union may lodge a grievance in accordance with Sections 14 and 15 to determine whether or not the employee should be working forty (40) hours per week.

Employees shall be notified when they are working or assigned replacement hours.

(g) **Daily Guarantee**

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.

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.

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.

(h) **Statutory Holidays**

The following days shall be considered Statutory Holidays:

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

For employees hired prior to April 15, 1991, average hours worked in the 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 employees hired after April 15, 1991, average hours worked in the four (4) weeks preceding the week in which the holiday occurs:

- 20 but less than 24 - 4 hours' pay for each holiday
- 24 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. The statutory holiday pay shall be in addition to actual 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.

(i) **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 (d) 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) In a week that includes one (1) statutory holiday, the employees' hours of work shall first be maximized up to thirty-two (32) hours in four (4) work days.
- 2) In a week that includes two (2) statutory holidays, the employees' hours of work shall first be maximized up to twenty-four (24) hours in three (3) work days.
- 3) Hours of work in excess of the above (points 1 and 2) shall be offered by seniority and shall be voluntary.

- 4) If sufficient employees are not available, hours of work to above the thirty-two (32) and twenty-four (24) hours respectively shall be assigned by reverse seniority.
- 5) 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. H.M.C. and Assistant H.M.C. are 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 is scheduled in excess of the basic work week as set out in sub-section (d), the last such day or days worked in such weeks shall be considered as the day or days for which overtime applies. Where an employee works in excess of the basic work week due to a call-in, the call-in shift shall be considered the shift to 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.

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.

(j) Shift Work

(1) Premium

For the employees hired prior to April 15, 1991 only, hours worked by an employee between 6:00 p.m. and 8:00 a.m. shall be considered as shift work and be paid for at the applicable straight

time or overtime rate, plus a fifty-cent (\$.50) shift premium for each full half (1/2) hour worked during this period. Where the majority of hours of a shift are between 12:01 a.m. and 8:00 a.m., shift premium shall be one dollar (\$1.00) an hour for that entire shift.

It is agreed that any employee commencing a shift at 7:00 a.m. or between 7:00 a.m. and 8:00 a.m. shall not be entitled to shift premium during such period.

Any shift starting at 10:00 p.m. or later shall have a thirty (30) minute meal period on the employee's own time.

(2) **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.

(3) **Midnight Shifts**

The following rules shall apply to employees working a regularly scheduled midnight shift:

- i) midnight shifts shall commence at 12:01 a.m., five (5) nights per week;
- ii) as an alternative to (i) above, one 12:01 a.m. shift may be worked on any night of the week;
- iii) an employee's shift during one (1) week shall fall within the same eighteen (18) hour span.

The above sub-clauses shall be subject to emergencies as defined in Section 5(a)(2) of this Agreement.

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

Employees scheduled to work midnight shift(s) shall be given the day prior to the start of the first midnight shift of the week as a scheduled day off.

Scheduling of Midnight Shifts

Where an employee is scheduled to work five (5) midnight shifts (ie.: shifts starting at midnight or 12:01 a.m.), all such shifts shall, where possible, be consecutive. The day prior to the first midnight shift shall be a scheduled day off. Where it can be demonstrated that consecutive days of work can be scheduled without increasing the allowed weekly hours, the Union and the Employer shall meet to determine a method of solution.

(4) Shift Premium Where Night Shopping is in Effect

For employees hired prior to April 15, 1991 only, on nights when the store is open for business, employees working beyond 6:15 p.m. shall receive an additional flat-sum payment of three dollars (\$3.00) for each night worked during a week, provided they work at least sixteen (16) hours during the week. Time worked after 9:15 p.m. shall be considered as shift work and compensated accordingly, but only for each half-hour unit completed after 9:15 p.m. 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.

(k) 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.

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.

(1) **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 (c) of this Section respecting the recording of all time worked.

SECTION 6 WAGES

(a) The Employer agrees to pay all persons covered by the terms of this Agreement not less than the following schedule of wages, during such time as this Agreement is in force 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	4680	27
2253 1/3	13	5200	30
		6240	36

In the accumulation of hours by full-time employees for rate increases, hours taken on A.T.O. will be added to hours actually worked.

MEAT CUTTERS

Accum. Hrs. Worked	%	Current		Jan. 19 '02		Aug. 4 '02		Aug. 3
		F/T	P/T	F/T	P/T	F/T	P/T	F/T
0 - 1040	50%	10.18	10.86	10.33	11.01	10.43	11.11	10.53
1041 - 2080	60%	12.22	13.03	12.47	13.28	12.62	13.43	12.77
2081 - 3120	65%	13.23	14.11	13.53	14.41	13.71	14.59	13.89
3121 - 4160	75%	15.27	16.28	15.62	16.63	15.82	16.83	16.02
4161 - 5200	85%	17.31	18.45	17.71	18.85	17.94	19.08	18.17
5201 - 6240	95%	19.34	20.62	19.79	21.07	20.04	21.32	20.29
over 6240	100%	20.36	21.34	20.86	21.84	21.16	22.14	21.46

The definition of and payment for the Classifications of Delicatessen Department Head and Assistant Head Meat Cutters, and additional compensation for Head Meat Cutters, are outlined in sub-sections (c), (d) and (e) of this Section.

MEAT & DELI CLERKS

Accum. Hrs. Worked	Current		Jan. 19 '02		Aug. 4 '02		Aug. 3 '03	
	F/T	P/T	F/T	P/T	F/T	P/T	F/T	P/T
0-520	10.00	10.00	10.15	10.15	10.30	10.30	10.45	10.45
521-1040	10.53	10.53	10.68	10.68	10.84	10.84	11.00	11.00
1041-1560	11.16	11.99	11.34	12.17	11.51	12.34	11.68	12.51
1561-2080	11.88	12.77	12.08	12.97	12.26	13.15	12.44	13.33
2081-2600	12.61	13.56	12.86	13.81	13.04	13.99	13.22	14.17
2601-3120	13.29	14.29	13.59	14.59	13.79	14.79	13.99	14.99
3121-3640	14.42	15.49	14.77	15.84	15.00	16.07	15.23	16.30
3641-4160	15.49	16.64	15.89	17.04	16.14	17.29	16.39	17.54
4161-4680	16.92	18.17	17.37	18.62	17.64	18.89	17.91	19.16
Over 4680	17.82	19.10	18.32	19.60	18.62	19.90	18.92	20.20

The Trainee Clerk Classification will only be implemented once the Union has received written confirmation from the Employer that the store renovations discussed at negotiations are proceeding.

TRAINEE MEAT PRODUCTION CLERK
Meat, Deli Trainee Clerks hired after Ratification (January 15, 2002)

Accum. Hrs. Worked	Jan.20/02	Apr. 7/02	Apr. 6/03	Apr. 4/04	Apr. /05
0-520	8.05	8.30	8.45	8.60	8.75
521-1040	8.25	8.55	8.70	8.85	9.00
1041-1560	8.45	8.80	8.95	9.10	9.25
1561-2080	8.65	9.05	9.20	9.35	9.50
2081-2600	8.85	9.30	9.45	9.60	9.75
2601-3120	9.05	9.50	9.65	9.80	9.95
3121-3640	9.25	9.70	9.85	10.00	10.15
3641-4160	9.45	9.90	10.05	10.20	10.35
4161-4680	9.65	10.10	10.25	10.40	10.55
Over 4680	9.85	10.30	10.45	10.60	10.75

Signing Bonus

A signing bonus shall be paid to all employees at fifty cents (\$0.50) per hour, based on all hours worked from January 1, 2001 to Saturday, January 19, 2002.

In addition, employees shall be paid twenty-five cents (\$0.25) per hour in the form of Super Valu Gift Certificates based on all hours worked from March 1, 2001 to Saturday, January 19, 2002.

Retroactive Pay

Retroactivity is to be calculated on the basis of straight time rates for all hours worked. For the purposes of Section 8(b) and (d), "regular straight time earnings" shall be calculated at the new regular hourly rate of pay.

Employees who have left the employ of a Company between the expiry date of the last Agreement and the date of ratification of this Agreement will be entitled to retroactive pay if they apply to the Employer, in writing, within one hundred and twenty (120) days after retroactive pay is paid by the Employer to other employees. The Employer will notify the Union of the date of overall retroactive payment.

(a) **Meat & Deli Clerks**

Meat and Delicatessen 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 Journeyperson 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.

(b) **Head Meat Cutter Relief**

Employees temporarily relieving Head Meat Cutters in a store, other than their home store, shall receive the rate contained in the regular Wage Schedule for such position for all time so employed.

An employee temporarily relieving a Head Meat Cutter in his own store shall receive for each full eight (8) hour shift, the hourly rate for that position contained in the regular Wage Schedule.

All full-time employees relieving the Head Meat Cutter on a Sunday shall receive the Head Meat Cutter rate contained in the Wage Schedule. This clause shall not apply to an Assistant Head Meat Cutter relieving a Head Meat Cutter. In such cases, the provisions of sub-section (d) shall govern.

A part-time Meat Cutter shall be paid the part-time Journeyperson regular hourly rate, and in addition, shall be paid the Head Meat Cutter differential of one dollar and eighteen cents (\$1.18) per hour when relieving a Head Meat Cutter in accordance with the foregoing provisions.

(c) **Delicatessen or Fish Department Operator**

An employee responsible for the operation of the Delicatessen or Fish Department shall be paid additional compensation of either twenty-two dollars (\$22.00) or twenty-three dollars (\$23.00) per week as determined by the formulas in Section 6(d) for working the basic work week. This additional compensation shall, at all times, be equal to the weekly amount (eg.: presently \$22.00 or \$23.00) specified in Section 6(d).

An employee who assumes the responsibility of a Delicatessen or Fish Department Operator shall receive one-fifth of the additional compensation in this sub-section for each full eight (8) hour shift.

(d) **Assistant Head Meat Cutter**

In each store in which three (3) or more full-time meat cutters are employed, in addition to the Head Meat Cutter, an Assistant Head Meat Cutter shall be designated and shall receive an additional twenty-three dollars (\$23.00) per week or one dollar and twenty-one cents (\$1.21) per hour for time during which he relieves the Head Meat Cutter, whichever is the greater.

In each store in which two (2) regular full-time meat cutters are employed, in addition to the Head Meat Cutter, and eighty (80) additional hours per week are worked in the bargaining unit, but excluding hours worked in the Delicatessen Department, an Assistant Head Meat Cutter shall be designated and shall receive an additional twenty-two dollars (\$22.00) per week or one dollar and twenty-one cents (\$1.21) per hour for time during which he relieves the Head Meat Cutter, whichever is the greater.

In the event that the designated Assistant Head Meat Cutter assumes the responsibility of the Head Meat Cutter for more than one (1) week or if the regular Assistant Head Meat Cutter is absent for any reason for more than one (1) week, a temporary Assistant Head Meat Cutter shall be designated.

(e) **Additional Head Meat Cutter Compensation**

The following compensation will be paid to Head Meat Cutters in addition to the rates set out in the regular wage schedules:

Average Weekly Hours	Compensation
121 - 160	\$2.00 per week
161 - 200	4.00 per week
201 - 240	6.00 per week
241 - 280	8.00 per week
281 - 360	10.00 per week
361 - and over	12.00 per week Maximum Payable

The additional compensation will be based on the average weekly hours worked in the store by the employees covered by this Collective Agreement, in the previous twelve (12) or thirteen (13) week operating period of the Employer and will be adjusted accordingly at the end of each such period.

When a new store is opened, the additional compensation shall, for the first thirteen (13) weeks the store is operating, be based on the average hours worked in the store in which the Head Meat Cutter was previously employed, following which, average hours will be based on the new store's operation.

In the event the Head Meat Cutter in a newly opened store is a new employee, any additional compensation will be based on the average of the initial twelve (12) or thirteen (13) weeks of operation and paid in a total amount following completion of such period. Thereafter, the regular procedure will apply. The foregoing wage payment plan shall not be applicable where the Head Meat Cutter receives the equivalent in other forms of additional compensation that is not required by this Collective Agreement.

(f) **Fish Department**

The following provisions shall apply to full-time and part-time Meat Cutters who were on the seniority list(s) as of February 26, 1987:

- 1) In recognition of the fact that prior to the introduction of Fish Departments, Meat Cutters performed a certain amount of fish cutting, meat cutters working in the Fish Departments shall not be reduced in rate of pay.
- 2) In recognition of the fact that Fish Departments are service-oriented, Meat and Deli and Fish Clerks shall be governed by the provisions of Section 6(a)(2), ie: Fish Clerks may use a knife to the same extent that a Deli Clerk may use a knife to prepare product for display. Any cutting of fish outside the department shall, however, be paid at the Journeyperson rate of pay.
- 3) Reduction and increase in hours, and layoff and recall of Meat Cutters and Meat, Deli and Fish Clerks shall be in accordance with Section 12(b), (d), (e), (f) and (g) of the Collective Agreement. For example, a less senior Meat Cutter shall not work hours that could be worked by a more senior Meat Cutter.
- 4) In all stores where "fish work" has been performed by meat cutters prior to the installation of Fish Departments, it is agreed that no meat cutter will be reduced in hours nor will any meat cutter be laid off strictly as a result of the transferring of such work to the Fish Department.

(g) **Sausage Departments**

- 1) Employees who operate sausage equipment shall be paid Meat Cutter rates of pay in accordance with their experience.

- 2) Hours worked shall accumulate for the purpose of determining rate increases (pages 13, 14 and 15 of the Collective Agreement), as will all other hours worked.
- 3) Work in Sausage Kitchens shall be assigned from the Meat Cutters' seniority lists.

(h) **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.

Meat Clerks who have completed a related training program at a recognized British Columbia training institution shall receive credit for three (3) months' experience for determining rate of pay.

Journeyman Meat Cutters who are hired after the date of ratification shall receive minimum credit of 4160 hours.

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.

(i) **Regular Weekly Pay Day**

There shall be a Regular 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.

(j) **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 for jury or witness service and the amount he would have earned had he 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.

(k) **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.

(l) **Travelling Time**

TRANSFERS

(1) **Temporary**

While an employee is transferred or moved to another store during his or her work shift, he or she shall be paid for all time spent enroute from one store to another and will be paid bus fare if using bus transportation, or he or she will be paid mileage if he or she uses a car. Mileage shall be paid at the rate of nineteen cents (\$.19) per kilometre or thirty cents (\$.30) per mile.

It is understood the above time is an allowance only and the employee would be required to work the work day scheduled.

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

(2) **Permanent**

When an employee is transferred outside the bargaining unit at the Employer's request, the employee shall be paid a straight time rate for all time necessarily spent travelling, provided:

- i) The employee shall not be paid travel time for meal or overnight stops,
- ii) The employee shall proceed to his or her destination with all reasonable dispatch,
- iii) The method of transportation shall be selected by the Employer.

If it is decided the employee will use his or her private car, he or she will receive an allowance of nineteen cents (\$.19) per kilometre or thirty cents (\$.30) per mile to his or her new location. If it is decided that the employee will travel by bus, train, or plane, the actual cost of the fare will be paid by the Employer. Economy airfare will be paid.

The employees will be reimbursed for reasonable and normal expenses for meals and lodgings enroute to his or her new destination.

Reasonable and normal expenses will be paid in connection with meals and lodgings while obtaining permanent accommodation at the new location. Such expenses will be paid up to a maximum of two (2) weeks from the date of arrival.

(m) **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.

(n) **Funeral Leave/Bereavement Leave**

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

In the event of death 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. This leave may be extended, with the agreement of the Employer, by using vacation time, A.T.O., R.T.O., or T.A.B.

(o) **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.

(p) **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.

(q) **Paternity Leave**

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

(r) **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.

(s) **Meat Cutter Apprenticeship Program**

- 1) The Employer and the Union shall participate in the Provincial Meat Cutter Apprenticeship Program and be represented on the Provincial Advisory Board on Apprenticeships in Retail Meat Cutting.
- 2) The Employer and the Union shall form a Joint Apprenticeship Committee (JAC) composed of equal representatives from the Company and the Union. The JAC shall be responsible for the design and implementation of a Meat Cutter Apprenticeship Program.
- 3) In recognition of the need to verify the suitability of new hires for this trade, there shall be a probationary period as follows:

- a) BCIT or equivalent training or a minimum of 6 months' comparable - 2 calendar months from the date of commencing work experience in the bargaining unit
 - b) No previous training or less than 6 months' comparable experience - 4 calendar months from the date of commencing work in the bargaining unit
- 4) Apprentices hired after January 1st, 1991 who have already completed the provincial training course in Retail Meat Cutting shall receive full credit for the duration of the course.
- 5) The Meat Cutter Apprenticeship shall be thirty-six (36) months or 6,240 hours of credited work in duration, whichever comes first, or for an extended period of time as agreed between the Employer, the Union and the Apprentice.

6) **Wages:**

Apprentice Meat Cutters (hired after ratification):

0 to 1040 hours	- 50% of the Journeyperson rate of pay
1041 to 2080 hours	- 60% of the Journeyperson rate of pay
2081 to 3120 hours	- 65% of the Journeyperson rate of pay
3121 to 4160 hours	- 75% of the Journeyperson rate of pay
4161 to 5200 hours	- 85% of the Journeyperson rate of pay
5201 to 6240 hours	- 95% of the Journeyperson rate of pay
over 6240 hours	-100% of the Journeyperson rate of pay

- 7) Meat Cutter Apprentices, who have no prior trade training and have completed the probationary period, shall be enrolled in the Provincial training program for Retail Meat Cutting on a seniority basis and subject to their availability as soon as a course opening is available. While in the Provincial training program, the Apprentice shall receive hours' credit for experience and be paid for all hours actually spent in training.
- 8) The Provincial training program for Meat Cutter Apprentices may consist of four (4) weeks' training at a school designated by the Provincial Ministry responsible and an additional four (4) weeks' training to be taken within the second year of apprenticeship. The duration of the training courses may be amended by the Advisory Board. The Meat Cutter Apprentices shall be eligible for the UIC training allowance for the duration of both training periods.

- 9) Meat Cutter Apprentices must attend the Provincial training course and the Apprentice's attendance and performance must be satisfactory prior to receiving the over 2080 hour rate of pay.
- 10) The Union shall be notified of the name, address and telephone number of each Apprentice Meat Cutter.
- 11) Recognizing that Union Membership is a condition of employment, the Union will advise the Employer of any persons who do not complete the requirements for membership within a suitable time period as established by the Union.
- 12) The Company will keep the Union informed of the Home Store assignments and hours of work of all Apprentices.
- 13) Journeyman Meat Cutters and Meat Cutter Apprentices shall be on a common seniority list as specified in Section 12.
- 14) Amongst new hire Apprentices, there shall not be a claim against the hours worked during the Apprentice's first six (6) months of employment.
- 15) All Apprentices will be registered with the Provincial Ministry in charge of Trade Apprenticeships and receive such certification as is provided under that program by the Ministry upon completion of the Apprenticeship.
- 16) Where possible, Meat Cutter Apprentices with less than six (6) months' experience must work under the supervision and direction of a qualified Journeyman Meat Cutter.
- 17) Any complaint, grievance or difference of opinion regarding the design or implementation of this apprenticeship agreement shall be referred to the JAC. If the matter cannot be resolved, it may be referred under Section 14 of this Agreement. Complaints respecting individual Apprentices will be resolved through the normal grievance procedures.
- 18) If pre-arranged with the Company, the Union will have the ability to enter the workplace to constructively assess the apprentices' work and evaluate their progress. If it is determined that the apprentice requires training in specific areas, the Joint Apprenticeship Committee may assign the apprentice up to a further six (6) week period of training with a Journeyman Meat Cutter.

(t) **Apprenticeship (Meat & Deli Clerk Right To)**

Meat and 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 and 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. Upon achieving Journeyman Meat Cutter status, the employee shall recover his/her Meat Clerk seniority date and assume his/her position on the appropriate seniority list. Upon recovering his/her seniority date, the employee shall not be able to bump an existing full-time employee.

A Meat and Deli Clerk who commences a Meat Cutter apprenticeship shall be entitled to hours of work in both the Meat Cutter and the Meat and Deli Clerk classifications up to the limit which was worked as a Meat and Deli Clerk. A full-time Meat and 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.

The above procedure shall also be applicable to Meat and Deli Clerks who have commenced an apprenticeship prior to the date of ratification.

(u) **Meat Clerk Cross-Training**

In order to ensure that Deli, Seafood and Meat Departments are properly staffed, and to maximize hours and scheduling flexibility between departments, the Employer shall make cross-training in Deli, Seafood and Meat Wrapping available by seniority to all qualified Meat Clerks where hours are (or become) available. The cross-training program shall be

designed and implemented so that all employees are given equal opportunity to be cross-trained. Once trained, the Meat Clerk may be scheduled for available hours in any or all areas in which they are trained.

Within thirty (30) days of ratification, the Employer shall provide each Meat Clerk with a form upon which they shall designate in which areas they have been trained, in which areas they wish to be trained and areas, if any, in which they do not wish to receive available hours of work. Each employee must acknowledge receipt of the questionnaire on a sign-off sheet provided by the Employer. These forms must be returned to the Employer within sixty (60) days of ratification. Copies of the completed forms will be forwarded to the Union upon request. Employees who fail to return the form within the sixty (60) days specified above will be deemed to be satisfied with their present training status and will not be considered for the initial training.

Should an employee later advise the Employer, in writing, on a form provided by the Employer, that he/she wishes to receive cross-training, that training will be undertaken only after all training requested within the initial sixty (60) days is completed.

In order to avoid a reduction, a full-time employee facing reduction to part-time may request this cross-training and be cross-trained in accordance with his/her seniority along with those employees requesting such training in the initial sixty (60) day period.

Employees who express a wish not to be scheduled for available hours in Deli, Seafood or Meat Wrapping shall not have a claim upon hours worked by junior employees in the area(s) opted out of.

As soon as possible after the information becomes available and as changes occur thereafter, the Seniority List will be updated to reflect the training each Meat Clerk has received. If a Meat Clerk has been trained in an area but has opted not to work in that area, such training need not be reflected on the Seniority List.

(v) **Dual Classification**

To minimize lay-off(s) and or reduction(s) in hours, reduced employees in the Meat Cutter classification shall be given first consideration for available hours in the Meat and Deli Clerk classification, at the Meat and Deli Clerk rate of pay before new employees are hired, provided the Meat Cutter has advised the Employer in writing that he/she wishes to work such hours. This request must be submitted to the Employer on the date an employee is given lay-off or reduction notice. If more than one (1) employee is reduced or laid-off seniority shall prevail for the scheduling of available hours.

If the available hours during any one day are not consecutive, the employee may, under this clause, elect to work the split shift at straight time rates.

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/Fish Clerk hours shall be entitled to accumulate Sick Leave Benefits in accordance with Section 8(a).

SECTION 7 UNITED FOOD & COMMERCIAL WORKERS PENSION PLAN

7.01 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 forty-nine cents (\$1.49) per straight time hours actually worked, not to exceed eleven dollars and ninety-two cents (\$11.92) per day or fifty-nine dollars and sixty cents (\$59.60) per week on behalf of each employee.

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

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

7.03 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.

Commencing no later than four (4) weeks after ratification 2002 or the first day of employment of each participating Employee and for the duration of the Collective Agreement between the Union and the Employer, and any renewals or extensions thereof, or until otherwise changed through collective bargaining or mutual agreement by the Union and the Employer, it is agreed that the following contributions shall be made to the Plan and Trust:

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

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

Contributions by participating Employees shall be made by payroll deduction.

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

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

Earnings shall mean the total compensation paid to a participating Employee and recorded as earnings (excluding taxable benefits) on the T-4 (or similar tax reporting 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 2002 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 2002 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 2002 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 2002 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 & W.C.B.

(a) Sick Leave Benefits

(1) Full-time Employees

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 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.

(2) **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.

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

Employees who have a sick leave credit balance in excess of six (6) days [forty-eight (48) hours], as of December 31st 2001 and on each December 31st thereafter, shall receive a cash payout to a maximum of six (6) unused sick leave days [forty-eight (48) hours], provided no employee's sick leave bank shall fall below (6) days [forty-eight (48) hours] as a result of a cash payout. Eligible employees shall receive a cash payout prior to January 31st of each year.

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.

(b) **Workers' Compensation Board**

(1) **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.

(2) **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.

(3) **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.

(4) 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.

(c) Return To Work After Absence Due To Illness Or Injury

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.

(d) 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. (Benefit maintenance - see Section 9(6)).

Where the parties develop a plan to return the employee to work, the employee shall continue to receive the same benefits as were received before the disability arose.

The Employer and the Union mutually agree to co-operate with the Workers' Compensation Board or any other agency in efforts to rehabilitate an injured worker. Where re-entry into the bargaining unit is not possible because of permanent disability, the parties agree to co-operate to re-train an injured worker.

(e) Health, Safety, Education And Training Fund

Effective Sunday, January 20, 2002 the Employer shall remit monthly contributions to the above Fund on the basis of four cents (\$0.04) per hour multiplied by the number of hours worked by all employees.

(f) **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

Full-time Employees

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.

Full-time Employees

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(1), and Group Life Insurance shall be the amount specified in Section 9(3). 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.

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(e) on the following basis:

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

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. For the purpose of entitlement and disentanglement, the conditions set out below will apply:

- 1) Employees who average thirty-two (32) hours per week for a three (3) month period will be eligible for all benefits under Section 9 on the first (1st) of the month following meeting this requirement. Eligibility verifications will be done each month ending on the last Saturday of the month on a 4/4/5 basis: ie: If an employee had averaged thirty-two (32) hours per week in the three (3) months prior to April 25th, he/she would become eligible for the benefit package on May 1st.
- 2) If an employee fails to meet the eligibility test, he/she will continue to be eligible for three (3) months. At that time, he/she will be tested again and if eligible, will continue receiving benefits. If not eligible, will cease receiving benefits.

Thereafter, at the end of each month, the employee's eligibility will be tested and as soon as he/she becomes eligible again, benefits will be re-instated.

Effective September 1, 1988, the Employer shall also make available:

- M.S.P. (including Extended Health Plan)
- Eye-glass, Drug and Hearing Aid Plan

to employees, (except students) who work an average of twenty-four (24) hours per week for a period of three (3) consecutive months. Such employees shall receive these benefits as described for full-time employees in this Section of the Agreement. For the purpose of entitlement and disentanglement, the hours' test set out above will apply, but will be based on twenty-four (24) hours instead of thirty-two (32) hours per week.

Initial coverage shall be based on hours worked during the months of June, July and August 1988.

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

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 Item (1) below.

(1) **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) Eye-glass, lenses and frames, to a maximum of one-hundred dollars (\$100.00) per year per person.

Commencing November 1, 1987, the maximum shall be one-hundred and fifty dollars (\$150.00) per person every two (2) years, except that for dependants under age nineteen (19), the maximum shall be one-hundred and fifty dollars (\$150.00) per year.

- (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.

(2) **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.

Weekly Indemnity payments shall be paid at the rate of seventy-five percent (75%) of straight time hourly wages. 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.

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.

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.

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) each.

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.

(3) Group Life Insurance

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.

Conversion Privilege

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.

(4) 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 sixty percent (60%) 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 sixty percent (60%) payment.

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.

(5) **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, except for employees classified as Trainee Clerks, as determined by the Joint Trustees of the Plan as necessary to maintain the dental benefits contained in the 1971-1973 Collective Agreement and incorporated into the British Columbia Retail Meat Industry Dental Care Plan as revised January 1st 1972.

Effective April 1, 1993, the orthodontic limits shall be increased to three thousand dollars (\$3,000.00) for eligible dependants and two thousand, two hundred and fifty dollars (\$2,250.00) for members who have not completed their orthodontia as of April 1, 1993.

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.

(6) **Maintenance Of Benefits**

The Employer shall maintain the full cost of Health and Welfare premiums when an employee is absent on Weekly Indemnity or Workers' Compensation claims or on sick leave to a maximum of six (6) months.

The Employer shall 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

For employees on a W.C.B. rehabilitation program covered by SECTION 8(d), the Employer shall maintain benefits for the term of the rehabilitation at the level existing at the date of injury to a maximum three (3) month period, or for such longer period of rehabilitation, including a gradual return to work program as may be determined by the W.C.B. in addition to the six (6) months set out above. At the end of this maintenance period, benefits shall be determined by hours worked. This benefit maintenance shall not apply to an employee who is being re-trained for a job outside any of the contract bargaining units.

SECTION 10 VACATIONS WITH PAY

- (a) 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. A calendar year is defined as the first Sunday in January to the last Saturday in December. This conversion shall not result in the loss of any vacation benefit.

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.

Approved leaves from work shall not break an employee's continuous service for vacation entitlement. Where leaves are not considered as time worked under the terms of the Collective Agreement, the absence shall be bridged, that is, not counted and the employee's service shall be deemed to be continuous.

- (b) 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.

- (c) **Vacation Pay**

Vacation pay for vacation provided in sub-section (b) of this Section 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.

Effective January 1, 1991, the percentage vacation pay in sub-sections (c), (d), (e) and (f) shall be computed on the basis of one-fifty-second (1/52) for each two percent (2%) of entitlement, excluding the annual sick leave payout.

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.

Vacation Pay Timing

Where an employee who has not received vacation pay under Section 10(e) 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.

- (d) 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.

- (e) 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) percentum 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 this sub-section (g) shall be paid to the employee within thirty (30) days after the completion of the calendar year.

- (f) 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 sub-sections (a), (b) and (c) of this Section prior to the employee's last anniversary date.

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.

(g) **Vacation Selection Procedure**

Vacation time shall be selected by employees in order of seniority within each store (and Company seniority within each store where more than one store in the Bargaining Unit).

Two (2) weeks of an employee's paid vacation shall be selected for the regular vacation period June 1 to September 30th. Eligible employees shall be entitled to select two (2) consecutive weeks (this can be varied if mutually agreeable to the employee and the Employer.)

As an alternative to the above, employees entitled to three (3) or more weeks of paid vacation may select, and shall be entitled to three (3) consecutive weeks during the periods of January 1 to June 15 or September 15 to December 31, as their initial vacation selection.

By October 1st of each year, the Employer will circulate an initial vacation selection list for the employees in each store, for the following year. The list will indicate the maximum number of employees in each classification who can be on vacation during each week within the above periods as determined by a formula, the formula being the total number of vacation weeks in the bargaining unit that would be eligible each period, divided by the number of weeks factor for each of the above period(s).

All eligible employees shall initially indicate their first and second choices for the two (2) or three (3) weeks as described above.

Upon completion of the initial vacation selection list, the vacation selections will be adjusted and confirmed in accordance with seniority and the management needs of the Store. This shall be done no later than October 30th.

The Employer shall then circulate a list showing the remaining available weeks of vacation for the entire year based on the maximum number list circulated with the initial selection list.

Employees who are entitled to weeks of vacation that have not yet been scheduled shall indicate their first and second choice for each of those vacation weeks at this time, subject to the scheduling rules above.

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.

These selections will then be adjusted and confirmed in accordance with seniority and the management needs of the Store.

A confirmed vacation schedule for the following year will then be posted in each store by November 30th of the current year.

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(a) and (d), shall be entitled to select their vacation amongst themselves by seniority on a store by store basis, subject to the Management needs of the store.

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

In the case of a "Float Staff", 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 re-scheduling required will be done on a seniority basis.

Upon the employee's request, at the time the vacation selections are made, subject to staffing requirements of the store, Saturday shall be scheduled as a day off prior to a week of vacation. In scheduling Saturday as a day off prior to a week of vacation, consideration shall first be given to travel arrangements and then to R.T.O.'s.

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

Selected vacation weeks may only be changed by mutual agreement between the Employer and the employee affected.

Any complaint or disagreement concerning the above shall be subject to the grievance procedure.

- (h) 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

(a) 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.

(b) Time Off To Vote

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

(c) 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.

(d) 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.

Employees elected or hired to work for the Union shall be given up to one (1) year leave of absence.

(e) **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(d) or 13(i), 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.

(f) **Employee Files**

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

(g) **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. Otherwise, store visits will be by appointment. 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.

(h) **Picket Lines**

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

(i) **Leaves Of Absence**

Except as otherwise specified in the Collective Agreement, applications for a leave of absence without pay to a maximum of six (6) weeks will be adjudicated on the basis of merit, compassion, length of service, and the staffing requirements of the store. A leave of absence shall not be unreasonably withheld.

All employees with five (5) years of continuous service are eligible to apply for an unpaid leave of absence up to twelve (12) months. Subject to the availability for an additional unpaid leave of absence once they have returned to work for twelve (12) months. For leaves of absence of less than four (4) weeks, the employee must pay for the cost of their benefits existing at the time of the leave for the term of the leave. For leaves of absence of four (4) weeks or more, employees may repay their M.S.P., E.H.B., H.E.P. and Life Insurance premiums in quarterly installments. During this period of leave an employee will not accrue any vacation entitlement. The employee's anniversary date shall be adjusted to reflect the period of leave, and to reflect there is no loss of continuous service for vacation purposes.

Leaves of absence may be combined with Vacations, Take-A-Break, etc.

Employees on leave of absence shall earn seniority during the leave up to a maximum of four (4) months.

While on Leave, the employee shall not take employment with any competitor in the food business. Violation of this provision may result in termination.

(j) Take-A-Break Leave Of Absence

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

- 1) Application for such leaves must be in writing and are subject to the approval of the Store Owner Operator. Every effort should be made to provide as much notice as possible.
- 2) Requests for Take-A-Break (T.A.B.) Leave of Absence, vacation selections outside of the regular vacation period (Section 10(h)), and days off in lieu of statutory holidays occurring during vacations, Section 10 (i) will be granted to all employees provided there is another available employee in the store, or Relief Staff who is capable of doing the work required.
- 3) The Employer shall maintain Health and Welfare coverage for full-time employees during T.A.B. up to a maximum of eight (8) weeks per calendar year but not in excess of two (2) calendar weeks per calendar quarter.
- 4) Scheduled vacation time shall take precedence over the granting of Take-A-Break Leave of Absence.

(k) 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) Up to three (3) employee(s) shall be granted Educational Leave subject to the availability of replacement staff.

- (2) Written application for the Leave shall be coordinated through the Owner/Operator at least one (1) month prior to the commencement of the Leave. Notification of the person going on Leave shall be provided to the Store, Union and employee involved.
- (3) If at the same time, more than one (1) employee per store requests the same period of time off, seniority shall be the determining factor in scheduling the Leave.
- (4) In subsequent years, such written requests shall be granted again subject to the points above up to a maximum of three (3) years.
- (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.

(1) **Racial and Sexual Harassment**

The Employer recognizes the rights of employees to work in an environment free from racial and/or sexual harassment. Where an employee alleges that harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement. Where an

allegation of harassment has been received by the Employer, it will be investigated on a priority basis and the necessary corrective steps will be taken. The Employer agrees to ensure that the Company Policy on Discrimination/Sexual Harassment be available and accessible to all employees. While the parties hope to address this issue internally, nothing herein prevents an employee from filing a grievance and/or a Human Rights complaint.

(m) **Bulletin Board**

Bulletin Boards will be supplied by the Union and will be placed in lunch rooms, or other areas 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:

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

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

(n) **Shop Stewards**

- (1) One (1) Chief Shop Steward and one (1) Shop Steward per department 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) Shop Stewards may introduce new members to the Union, on their own time, to present membership cards for signature.
- (8) Transfers shall not be used to discriminate against Shop Stewards.
- (o) 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.
- (p) **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 re-instate 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.

(q) **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.

(r) **Polygraph Tests**

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

(s) **Charitable Donations**

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

(t) **Lockers**

The Employer shall provide lockers and/or other security devices for the use of employees. It is understood that employees may be required to share lockers in Stores where space is presently insufficient to allow individual lockers. Although the type of equipment may vary from Store to Store, it is the intent to provide for the proper and secure storage of the employee's clothing and personal effects.

(u) **Temperature Control**

The Employer agrees to maintain adequate heating facilities in each Store. Furthermore, guidelines for temperature control, including absolute minimum and maximum temperatures as required by the government and/or W.C.B. regulations shall be posted in the Meat Department.

The Employer and the Union shall consult with the Workers' Compensation Board and attempt to jointly find solutions to the concerns about cutting room temperatures and concrete floors.

Company to provide anti-fatigue mats where necessary.

(v) **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 employees suffering from such abuse.

SECTION 12 SENIORITY

- (a) Except where otherwise specified in this Collective Agreement, seniority shall mean length of continuous service with the Employer in the bargaining unit in the area covered by the Collective Agreement and shall be applicable to the area or areas agreed upon between the Union and the Employer. Company seniority on the same basis shall take precedence for employees hired prior to October 14, 1964.

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(j) - Educational Leave and Section 12(g)(3)(v) - Students. Accrual of seniority during leaves of absence pursuant to Section 11(i) will be limited to one (1) year.

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:

- (1) the time of commencement of work,
- (2) alphabetically by surname.

(b) (1) **Seniority Lists**

Separate seniority lists shall be established for each of the four (4) following groups, and applicable to the area or areas as mutually agreed to by the Employer and the Union:

- (1) Full-time Meat Cutters (including Head Meat Cutters, Assistant Head Meat Cutters and Apprentices).
- (2) Full-time Meat and Delicatessen Clerks.
- (3) Part-time Meat Cutters.
- (4) Part-time Meat and Delicatessen Clerks.

Bargaining Unit seniority lists shall be posted and remain posted in each Store at least every six (6) months.

Seniority for Meat and Delicatessen Clerks to be interchangeable for seniority purposes, only when they can do the job involved.

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 the case of students, their date of seniority for available hours will be in accordance with Section 12(g)(3)(iii).

(2) **Full-Time Status**

A full-time position shall exist for all purposes of the Collective Agreement when an employee has worked an average of thirty-six (36) 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 in the area covered by the Collective Agreement. Such full-time positions shall be filled in accordance with Section 12(b)(5) 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.

In the event, however, that the replacement goes beyond three (3) consecutive months and if the employee has worked an average of thirty-six (36) hours or more per week, the employee may raise the question of whether a full-time position should exist and the issue will be determined in accordance with Section 5(f).

If it is determined that a full-time position exists, such position will be filled in accordance with Section 12(b)(5). 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 thirty-six (36) or more hours per week, a full-time position shall be deemed to exist and filled in accordance with Section 12(b)(5).

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) or twenty-four (24) hour requirements 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.

(3) **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(g).

(4) **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.

(5) **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(b)(2).

(c) **Right Of Grievance**

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.

(d) **Lay-Offs, Reduction Of Hours Of Work And Recall Of Full-Time**

(1) 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.

(2) 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. This clause does not apply to employees who have been hired pursuant to Section 12(i) unless the employee has more than one (1) year's consecutive full-time service.

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. This clause does not apply to employees who have been hired pursuant to Section 12(i) unless the employee has more than one (1) year's consecutive full-time service.

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.

- (3) A senior restricted part-time employee can claim hours from a junior full-time employee in order to maintain hours of work up to the restriction. This option shall only be implemented if there is no other way to maximize the hours.

(4) **Job Protection**

Notwithstanding Section 12(b)(1), to minimize lay-off(s) and/or reduction(s) in hours, commencing with April 15, 1991, full-time employees shall have the option to exercise seniority to claim hours in any classification over employees hired after April 15, 1991. Such employees shall claim hours in the following order:

- 1) In their classification.
- 2) In other classification.

It is understood that the above procedure cannot result in a remaining shift of less than four (4) hours' duration.)

Those employees working a combination of Meat Cutter and Meat Clerk hours shall maintain all benefits based on the total hours worked between the two classifications. A.T.O. shall be calculated on the basis of the Meat Clerk rate plus fifty percent (50%) of the difference between the Meat Clerk and the Meat Cutter rate of pay.

It is recognized that certain Meat Wrapper functions have traditionally been shared with Meat Cutters and that, as far as possible, before claiming work across classifications, such shared work will be utilized to provide hours for the claimant.

All work performed by an employee as a result of bumping a new hire under this Section of the Collective Agreement in a classification other than his/her own classification shall be paid at the rate of pay appropriate to the work being performed. An employee shall not be reclassified by virtue of exercising seniority in another classification except:

- a) A Meat Clerk exercising seniority in the Meat Cutter classification for non-shared duties shall be reclassified as a Meat Cutter Apprentice under Section 6(s).
- b) A Meat Cutter may change his/her classification to Meat Clerk, in which event, he/she shall retain his/her Meat Cutter seniority date on the part-time Meat Clerk seniority list, but retains first option by seniority to return to an available Meat Cutter position after all reduced full-time Meat Cutters in the Bargaining Unit have returned to full-time, and such employees' new Meat Cutter seniority date shall be the date of recommencing work as a Meat Cutter. Such an employee also has a right to Meat Cutter hours by seniority after reduced full-time and part-time Meat Cutters without returning to the Meat Cutter Seniority List.

It is the intent of the parties to maintain the hours of work of the existing employees.

The foregoing does not imply an obligation to schedule more hours in any classification than the Employer has determined are necessary.

- (e) 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.

(f) **Reduction Of Hours Of Work Of Full-Time Employees**

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.

(g) **Lay-Off, Recall, Reduction And Increase Of Hours Of Part-Time Employees**

- (1) 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 bargaining unit shall be given to senior employees in the same classification within the bargaining unit, provided they are available and can perform the work in accordance with sub-section (g)(3) of this Section.

(2) No employee (part-time or student) shall be scheduled to work hours which can be worked by a more senior employee (part-time or student).

(3) Part-time employees shall be given preference in available hours on a seniority basis within their store, 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.

Restricted employees shall be entitled to the maximum number of hours each day that are available in their classification up to their stated restriction. The statutory holiday pay shall be in addition to actual time worked.

- 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 permanent store and receive hours in accordance with their seniority. When reductions in hours occur according to (g)(1) and (2) of this Section, the restriction letters will in no way affect the provisions of this Section.

Employees who revert to part-time under (b)(4) of this Section 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.

After September 13, 1983, an employee cannot restrict their availability below sixteen (16) hours per week except for health reasons supported by a letter from a doctor or unless mutually agreed between Employer and employee. The sixteen (16) hour limitation shall not apply to students.

iii) **Student Seniority**

This sub-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.

Employees who take one (1) or two (2) classes per week shall not be considered as students for restriction purposes subject to their reporting to work for scheduled shifts.

Hours normally worked by current student employees shall not be subject to claim by current junior non-student employees. Effective December 31, 1989, student hours, up to a maximum of twenty (20) per week, shall not be subject to claim by junior non-students (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, they shall be given credit for their student years of service according to the following formula:

- 1) 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.

- 2) 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.

- 3) Students who proceed to part-time status shall maintain their maximum twenty (20) hour protection right as described in the third paragraph of this sub-section.

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 fourth (4th) paragraph 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.

(4) 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 one (1) year's continuous service shall have twelve (12) months' recall rights.
- ii) Part-time employees with one (1) year 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.

The employee is capable of performing the work.

- iv) The twelve (12) month, six (6) month and twenty-four (24) hour deadline contained in (i), (ii) and (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.

- (5) Sub-section (g) can be amended during the life of the Collective Agreement by mutual agreement of the parties.

(h) Head Meat Cutter, Deli and Seafood Operator Reversion

Upon written request to the Company, a Head Meat Cutter may revert to Journeyman status. Such reversion 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 and Seafood Operator should they wish to revert to Meat/Deli/Seafood Clerk.

- (i) If an employee is transferred to a single store bargaining unit or hired for the purpose of assuming the Head Meat Cutter or Deli Head position in that 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.
- (j) In rehabilitation cases under Section 8(d) where an employee is transferred by mutual agreement, employees shall retain the seniority they held in the previous job or classification for seniority purposes in the new job or classification.

(k) **Transfer Of Work Between Classifications**

It is recognized that Meat Clerks and Meat Cutters have shared certain job functions on a store by store basis. Therefore, commencing April 15, 1991, if work is transferred from one classification to the other, the parties shall meet to assess the allocation of such shared work on the claimant or claimants, if any.

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

(a) **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 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:

<u>FULL-TIME SERVICE</u>	<u>SEVERANCE PAY</u>
Up to two (2) years:	Forty (40) hours' pay
Over two (2) years:	Forty hours' pay for every year of full-time service to a maximum of forty (40) hours' pay times 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 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 a 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 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 sub-section (b) pertaining to normal termination.

(b) **Termination Pay**

Commencing with completion of the probationary period, 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 sixty (60) 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.

(c) Sub-sections (a) and (b) 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.

(d) 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.

(e) 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.

- (f) In termination cases, an arbitration board shall consider that an employee hired by the Employer with previous comparable industry experience is on probation for the first two (2) months of employment, and that employees without such prior comparable experience are on probation for the first four (4) months of employment.
- (g) In the event that an employee has been terminated without proper cause, he or she shall be re-instated and shall receive pay for time lost following termination and prior to re-instatement, 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 re-instated as a Journeyperson, if mutually agreed to by the Employer and the Union or by a decision of a Board of Arbitration.
- (h) 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 their 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.

(i) **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, Paul Devine or a substitute agreed to by the parties, shall at the request of either party

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) 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

- (1) 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.

- (2) **Expedited Arbitration**

Expedited Arbitration may be proposed by the Union or the Employer within forty-five (45) days after the grievance has been filed as per Section 14. Within seven (7) days of referral to Expedited Arbitration, either party must respond as to their decision to proceed to Expedited Arbitration under Section 15(1).

- (a) Access to the Expedited Arbitration procedure shall be limited to discharge cases, and other cases provided Expedited Arbitration is invoked within forty-five (45) days of the grievance being filed as per Section 14.
- (b) Within seven (7) days of being referred to Expedited Arbitration, an attempt to mediate the dispute shall be made.
- (c) If mediation should fail, an Expedited Arbitration shall be held no less than ninety (90) days after referral to Expedited Arbitration.
- (d) A final and binding decision will be handed down with twenty (20) days of the Expedited Arbitration case being held.
- (e) Within sixty (60) days of ratification the Employer and Union shall develop a list of Arbitrators that are agreeable to both parties.
- (f) Matters not referred to Expedited Arbitration may be referred by either party to the regular Arbitration procedure as contained in Section 15(1) and all Arbitrations referred under Section 15 must be held within ninety (90) days of referral to Arbitration and a decision must be rendered within twenty (20) days of the Arbitration being presented.

SECTION 16 EXPIRATION AND RENEWAL

Except as otherwise provided herein, this Agreement shall be effective from April 1, 1999 to and including August 31, 2005 and thereafter. Thereafter the term of this Agreement shall be from year to year unless the notice hereinafter 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 lock-out notice is given by one party to the other.

The operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia is hereby excluded.

Subject to the foregoing, either party may, within four (4) months prior to August 31, 2005, or any subsequent anniversary thereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

SIGNED THIS _____ DAY OF _____, 20 ____.

FOR THE UNION:

FOR THE EMPLOYER:

opeiu-15

LETTER OF UNDERSTANDING NO. 1

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.

LETTER OF UNDERSTANDING NO. 2

RE: DELICATESSENS

In initially staffing a new delicatessen, the Employer shall first look to bargaining unit members for qualified Deli Clerks before hiring new staff. It is understood that existing Meat and Deli Clerks will be canvassed, and subject to qualifications, will be given the position of Deli Department Head. While an employee is the designated Deli Operator, a claim against their hours shall not exist.

Additional hours shall be offered to Meat and Deli Clerks on a seniority basis. In order to ensure that Delis are staffed by qualified employees, the Employer undertakes to train Meat and Deli Clerks who wish to be scheduled available Deli hours. After ratification, the Employer will supply a form letter to each Meat and Deli Clerk wherein each employee will advise whether or not they wish to be given Deli training. Subsequently, the form letters will be supplied to employees upon request. Copies of the completed form letters will be made available to the Union upon request. Training shall be on a seniority basis as will the scheduling of hours. It is understood, however, that Deli hours will be scheduled only to those employees who have been given training or who can perform the work involved without requiring additional training.

LETTER OF UNDERSTANDING NO. 3

RE: JOINT RETAIL MEAT HEALTH & SAFETY COMMITTEE

The Employer and the Union agree to establish an Employer/Union Retail Meat Safety Committee which will be comprised of an equal number of Union and Management Representatives, with a minimum of two (2) from each. This Committee will deal only with Health and Safety matters which are generic to Kelly, Douglas & Co. Ltd. Franchise Operators as well as issues referred by the Store Committees. Initially, the Committee shall meet at least quarterly.

LETTER OF UNDERSTANDING NO. 4

RE: PRE-RETIREMENT PHASE-OUT

The Union and the Employer agree to establish a pre-retirement phase-out program whereby, notwithstanding Section 12 of the Collective Agreement, full-time employees may change positions with part-time employees on the corresponding seniority list and the following provisions shall in such cases supersede the Collective Agreement:

- 1) This option shall also apply to members who after their reduction are faced with serious unforeseen circumstances such as the death of a spouse, financial difficulty, etc. The full-time employee shall retain his/her seniority date on the part-time list and shall be scheduled the restricted number of hours. If hours up to the stated restriction are not available, the employee shall have the option of returning to full-time status, commencing with the next posted work schedule.

If, as a result thereof, it becomes necessary to reduce another full-time employee, such reduction shall be in accordance with the terms of the Collective Agreement and the affected employee shall be returned to his/her previous status and benefit entitlement.

Such reversion will not be permitted if it will result in another employee being laid off or reduced in hours.

- 2) An employee may only exercise the options in point (1) above once without prior agreement between the Employer and the Union.
- 3) The full-time reduced employee shall qualify for health and welfare and sick benefits in accordance with the Collective Agreement.

- 4) In the event that a full-time employee wishes to restrict himself/herself to part-time, but there is no part-time employee with whom to change positions, the employee shall hold seniority over all employees hired in the same classification after the date of the restriction.

This Letter of Understanding may be amended by mutual agreement between the parties during the term of the Collective Agreement.

LETTER OF UNDERSTANDING NO. 5

RE: SELF-FUNDED LEAVE PLAN

The Employer agrees in principle to a pre-approved self-funded leave plan based on the following concepts:

- 1) Employees shall be able to arrange a pre-determined and approved leave of absence for up to twelve (12) months' duration.
- 2) The leave of absence will be funded by regular payroll deductions to an account at a financial institution of the employee's choosing (subject to the Employer being able to direct the deductions to that institution) which may be used to fund the leave.

LETTER OF UNDERSTANDING NO. 6

RE: RETAIL READY MEAT IMPACT PROGRAMS

In the event Super Valu #62 contracts out the processing of product which at date of ratification 2002 is produced or handled in-store by bargaining unit employees and this results in a loss of work to the bargaining unit employees, a severance pay shall be offered as follows:

Full-time

Forty (40) hours' pay at his/her then regular rate of pay for each year of full-time service up to a maximum of twenty-six (26) weeks.

Part-time

Twenty (20) hours' pay at his/her then regular rate of pay for each year of service up to a maximum of twenty (20) weeks.

LETTER OF UNDERSTANDING NO. 7

RE: TRAINEE MEAT PRODUCTION CLERKS,
TRAINEE MEAT/DELI CLERKS

1. All new hires shall be classified as "Trainee Meat Production Clerks", "Trainee Meat / Deli Clerks" and shall be permitted to perform all of the duties within the classification and the department they are assigned. Hereafter called "Trainee Clerks".
2.
 - a) The objective is to have fifty percent (50%) of the hours worked by bargaining unit employees in a store scheduled to "Trainee Clerks". Hours worked are defined as hours worked by all Bargaining Unit Employees in Local 247.
 - b) The Employees hours will be measured every four (4) weeks to ensure that the fifty/fifty percent (50/50%) split has not been abused. Should there be a shortfall of hours scheduled to the "Senior" fifty percent (50%) of Employees, the shortfall will be made up in the following four (4) weeks.
3.
 - a) It is understood that the available hours of work scheduled to "Trainee Clerks" shall be claimable by employees hired prior to ratification if their hours fall below the base hours of the department as follows:

Meat (Cutters)	80
Meat/Deli Sales Clerks	118

- b) Pre-ratification Employees, subject to their availability, can claim all hours made available due to the absence of a pre-ratification Employee.

Absence is defined as follows:

A.T.O., vacation, Weekly Indemnity, Long-Term Disability, W.C.B. approved claims, maternity, or other company approved Leave of Absence.

4. Attrition Hours: Fifty percent (50%) of hours made available by employees hired prior to ratification leaving the bargaining unit shall be scheduled to "Trainee Clerks" until the fifty/fifty (50/50) ratio is achieved. The general principle the parties will follow is a measurement of the employees' average weekly hours worked in the past 13 weeks prior to the

employees' departure. Hours worked shall include W.I., W.C.B., L.T.D., and paid vacation. Maternal leave, Paternal leave and any other leave of absence weeks shall be bridged.

The parties reserve the right to review and adjust each employee's hours to take into account any unusual circumstances.

5. Fifty percent (50%) of hours that are made available as a result of an increase in sales or service levels in the meat department shall be scheduled to pre-ratification employees, subject to the pre-ratification employees availability. The base hours for the meat/deli department for the purpose of determining this increase are one hundred and ninety-eight hours (198).
6. "Trainee Clerks" shall not be scheduled more hours than a pre-ratification employee, subject to the pre-ratification employee's availability.
7. "Trainee Clerks" shall be scheduled by the Employer as required on a weekly basis. Where practical, these hours shall be scheduled firstly on weekends and evenings. In the event there are not sufficient available hours on the weekends and evenings the Employer will next schedule any remaining hours during the day.
8. Once the store achieves the fifty percent (50%) objective then the store will be required to balance the use of "Trainee Clerks". "Trainee Clerks" moving up to a higher classification will have their hours reset to zero (0). Senior "Trainee Clerks" shall be scheduled at least as many hours as Junior "Trainee Clerks", subject to availability.
9. Employees employed as "Trainee Clerks" shall not be allowed to work for a retail food competitor in Kitimat while employed with the Employer, that would result in a conflict of interest.
10. Employees employed as "Trainee Clerks" shall be entitled to benefits of Statutory Declaration only.
11. Amend Section 9 (5) of the Collective Agreement so that "Trainee Clerks" do not attract Dental Contributions by the Employer.

APPENDIX A

**MEAT EMPLOYEES' REQUEST TO
INCREASE/RESTRICT HOURS OF WORK**

EMPLOYEE NAME

EMPLOYEE NO. STORE NO. DATE

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

	No. of Hrs/Wk Desired	
Full-time Employment	40	See Section 12(g)(3)(i)
Increased Hours	_____ (Enter no. of hours)	See Section 12(g)(3)(i)
Restriction of Hours	_____ (Enter no. of hours)	See Section 12(g)(3)(i) & (ii)

NOTE:
You may restrict your availability only once in any twelve (12) month period. For full details refer to the Section of the Collective Agreement cited above.

CROSS-TRAINING:

In accordance with the provisions of Section 12 of the Collective Agreement, I, hereby, request to be cross-trained and/or not to be scheduled in the following area(s) of work within the Meat Clerk classification:

Areas in which I wish to receive training:

Deli _____ Seafood _____ Meat Wrapping _____

Areas in which I do not wish to receive available hours of work:

Deli _____ Seafood _____ Meat Wrapping _____

I recognize that this constitutes an official request under the provisions of Section 12 of the Collective Agreement. I further recognize that my responses may affect the hours of work available to me. Having been trained in multiple areas of the Meat Clerk classification does not create a right to choose between equal duration shifts or days in those different areas.

Employee's Signature

Date Signed

Meat Department Manager

Store Manager

For Employee Relations Department Use Only:

Date Received: _____

Old Epic _____

New Epic _____

Date Training Completed

Training Store No.

Date

Auth .

Distribution:

- 1 - Employee; 1 - Store Files;
- 2 - Employee Relations Dept. (1 to be forwarded to UFCW Local 247)

Multi-Form 672 (rev 8-89)

opeiu-15
cont..\sv62kitimat99-05.doc