

COLLECTIVE AGREEMENT

BETWEEN: THE REAL CANADIAN WHOLESALE CLUB, A DIVISION OF WESTFAIR FOODS LTD., carrying on business in the province of British Columbia, hereinafter referred to as

“THE EMPLOYER”

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

“THE UNION”

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

ARTICLE 1 - BARGAINING AGENCY

1.1 The Real Canadian Wholesale Club, a Division of Westfair Foods Ltd. recognizes the United Food and Commercial Workers Union, Local 247 as the exclusive bargaining agent for its employees in British Columbia covered by this Collective Agreement employed at:

a) Real Canadian Wholesale Clubs

1.2 Store Managers, Department Supervisors, Pharmacists and those above the rank of Department Supervisor are specifically excluded from the bargaining unit and are not covered by this agreement.

ARTICLE 2 - CLARIFICATION OF TERMS

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

ARTICLE 3 - UNION SECURITY

3.1 Every employee who is now or hereafter becomes a member of the Union shall maintain his membership in the Union as a condition of his employment, and every new employee whose employment commences hereafter, shall, within thirty-seven (37) hours after the commencement of his employment, apply for and maintain membership in the Union as a condition of employment.

- 3.2 The Employer agrees to provide each new employee, at the time of employment, with a form outlining to the employees, his responsibility in regard to Union membership and outlining the provisions of Article 15.1, 15.2, of this Agreement, and to provide the Union in writing, with the name and address of each employee to whom they have presented the form, along with the employees date of hire; the contents of the form to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union, once a month, with a list containing names of all employees who have terminated their employment during the previous month.
- 3.3 No employee shall be charged or discriminated against for any lawful Union activity, or for serving on a Union committee or for reporting to the Union the violation of any provisions of this Agreement. Instances of alleged violations of the foregoing will be brought to the attention of the Industrial Relations Manager, and a full investigation by the parties will follow. The above will be subject to the grievance procedure. Any alleged harassment will be dealt with by the Company.
- 3.4 Where an employee alleges that sexual harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement.

ARTICLE 4 - DEDUCTION OF UNION DUES

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

It is the responsibility of the employee to maintain membership in good standing as outlined in the International Constitution and the Local Union Policy.

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

- 4.2 The Employer shall remit once each accounting period to the Union:
- (a) monies deducted from the wages of its employees for the Union initiation fees, dues, and assessments;
 - (b) a statement showing each employee's name from whom deductions were made, and the amount of the deductions;
 - (c) a statement of the names of the employees terminated and hired during the preceding accounting period;

- (d) a statement provided February 1st, of each year showing the name, home address, telephone number, social insurance number and postal code of all bargaining unit employees.

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

ARTICLE 5 - BASIC WORK WEEK, OVERTIME, STATUTORY HOLIDAYS

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

5.1 Basic Work Week

- (a) The basic work week of an employee working full-time shall be thirty-seven (37) hours to be worked as scheduled by the Employer;
- (b) Daily hours of work shall be consecutive with the exception of rest and meal periods. No split shifts shall be worked;
- (c) Employees shall not work longer than their regular, scheduled work day, unless requested to do so by Management; in which event additional time will be paid at applicable regular or overtime rates. Employees are required to leave the store as soon as it is possible to do so.

5.2 Time Sheets

- (a) The Employer shall provide either time clocks or time sheets to enable employees to record their time for payroll purposes;

Employees shall record their own time at the time they start and finish work, and the time they commence and return from meal periods, and such other recordings as may be required by the Employer. Where time sheets are used, the employee will record their time in ballpoint pen.

- (b) In the event the time to be paid is less than the time recorded, the employee shall be advised. An employee who for any reason fails to record all time worked in the manner required by this Article, shall be penalized upon written authorization from the Union as follows:
 - (I) 1st violation - three (3) days' suspension without pay;
 - (II) 2nd violation - one (1) weeks' suspension without pay;

Suspensions shall be implemented within one (1) month of notification to do so, unless a longer period is mutually agreed upon by the Union and the Employer; or in the event that the requested suspension becomes subject to the grievance procedure.

5.3 Payroll Disputes

The Employer is committed to the early resolution of payroll disputes. If an employee believes that they were paid incorrectly, they should immediately bring it to the attention of their Supervisor. If the matter is not resolved to their satisfaction, then it should be brought to the attention of the Manager, or the Industrial Relations Department and the Union.

In the event that an employee is not paid the correct amount of pay as a result of an error made by the Employer, and is not remedied within three working days, the Employee shall be compensated an additional 10% of any shorted amount, provided the employee brings the matter to the attention of the Employer as determined above in the week following payday and the employee has properly recorded their time (by TAS swipe where applicable).

ARTICLE 6 - OVERTIME

6.1 All time worked in excess of the basic work week or work day, as defined in Article 5.1 of this Agreement, shall be paid at the rate of time and one-half (1 ½) the regular hourly rate for the first two (2) hours overtime worked in any one (1) day, and double time (2x) the regular rate for all hours worked in excess of two (2) hours overtime.

6.2 Part-time employees shall be compensated at the rate of time and one-half (1 ½) their regular hourly rate for all hours worked over eight (8) hours in any one (1) day and thirty-seven (37) hours per week. Part-time employees shall be compensated at the rate of double (2x) their regular hourly rate for all hours over eleven (11) in one day and forty-eight (48) in one week.

6.3 Compensating time off shall not be given in lieu of overtime pay.

6.4 All overtime work must be authorized by the Company.

6.5 When overtime of more than two (2) hours is to be worked, consecutive with the regular hours of work, the employee shall be entitled to a fifteen (15) minute paid rest period before commencing overtime.

ARTICLE 7 - MEAL PERIODS - FULL-TIME EMPLOYEES

7.1 Full-time employees working six (6) hours, up to and including eight (8) hours, shall be scheduled by the Employer for a meal period of not more than sixty (60) minutes without pay. This shall commence not earlier than three (3) hours and not later than five (5) hours after the start of the employees shift.

- 7.2 Upon mutual agreement an employees lunch break may be less than one (1) hour's duration.
- 7.3 Meal periods will be scheduled as near mid-shift as possible. Similarly, rest periods will be scheduled as near to midway between the meal period and the commencement and finish of a day shift, as possible.

ARTICLE 8 - REST PERIODS - FULL-TIME EMPLOYEES

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

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

- 9.1 An employee working a daily shift of four (4) hours will have one (1) rest period not to exceed fifteen (15) minutes.
- 9.2 A daily shift of more than five (5) hours, but less than seven (7) hours, will have two (2) paid rest periods of fifteen (15) minutes duration each which may be scheduled as follows, if mutually agreeable:
- (a) combine the two (2) rest periods at mid shift;
 - (b) two (2) rest periods as per usual practice with a half-hour (½) for lunch break unpaid.
- 9.3 An employee working a daily shift of seven (7) or more hours, up to and including eight (8) hours, shall be scheduled for two (2) rest periods not to exceed fifteen (15) minutes and one (1) lunch period without pay. If an employee abuses this provision he/she will be subject to discipline as determined by the Employer, which shall be subject to the grievance procedure. Rest periods, as described above, shall be with pay. Except in cases of emergency, meal and rest periods will be uninterrupted.
- 9.4 Meal periods will be scheduled as near mid-shift as possible. Rest periods shall commence not earlier than one (1) hour after the start of the shift nor less than one (1) hour before either the meal period or the end of the shift.
- 9.5 If specifically agreed between the employee and their Supervisor, rest periods may be paid at the employee's applicable rate of pay instead of taken.

ARTICLE 10 - WORK SCHEDULES - NOTICES OF CHANGE

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

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

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

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

10.3 An employees' schedule may be changed without notice in the event of absence of other staff due to sickness or accident, or in the event of an emergency. An emergency shall be defined as: Any sudden or unusual occurrence or condition that could not, by the exercise of reasonable judgment, have been foreseen by the employer.

10.4 An employee shall be allowed ten (10) hours of rest between shifts except in an emergency or where by mutual agreement between the Company and the Employee, eight (8) hours of rest between shifts is allowed. There will be a minimum of twenty-four (24) hours between the end of the employee's day shift and the beginning of the employee's night shift and also between the end of the employee's night shift and the beginning of the employee's day shift except in the case of an emergency.

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

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

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

10.6 Employees starting a shift between the hours of 10 p.m. and 5:00 a.m. inclusive will be scheduled for shifts of not less than five (5) hours.

- 10.7 All available anytime employees who are scheduled to work twenty (20) or more hours per week, shall be scheduled two (2) consecutive days off once per four week period calendar where it is consistent with the efficient operation of the department. This may be altered by mutual agreement between the Company and the employee.

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

- 10.8 Where two (2) or more cashiers are scheduled on the frontend, employees will not be required to work more than four (4) hours on the express checkout or tobacco lane in any one day, except in the case of an emergency.
- 10.9 Where it is consistent with the efficient operation of the department, an employee will not be required to work more than seven (7) consecutive days.

ARTICLE 11 - WAGES - MINIMUM HOURLY RATES

11.1 Rate Schedule

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

11.2 Night Shift Lead Hands

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

When a Supervisor is on duty, he will be responsible for leading and directing the workforce.

11.3 Premium Pay vs. Overtime

Shift premium pay shall be added to the employees hourly rate of pay for the purpose of computing overtime pay.

ARTICLE 12 - GENERAL HOLIDAYS

12.1 The following days shall be paid general holidays:

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

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

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

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

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

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

12.6 Part-time Employees General Holidays

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

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

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

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

ARTICLE 13 - RATES FOR RELIEF WORK

- 13.1 Any employee assigned to relieve a Department Supervisor for a period of more than two days shall be paid a premium of seventy-five (\$.75) per hour for all time so employed.
- 13.2 Premium pay for relieving Department Supervisors shall be over and above the employee's present prevailing rate. In the case of an Assistant Supervisor, the difference between the Relief and Assistant Supervisor premium will be added to the Assistant's rate for the period of relief.

ARTICLE 14 - STAFF MEETINGS

- 14.1 Staff meetings, wherever held, shall be considered as time worked, and compensated for, except where attendance by an employee is on a voluntary basis.

ARTICLE 15 - CREDIT FOR PREVIOUS EXPERIENCE

- 15.1 New employees will be classified according to previous experience to a maximum of six (6) months (one thousand and forty (1040) hours), except for Bakery Production and Meat Production Specialists classifications which will be to a maximum of twelve (12) months (two thousand eighty (2080) hours), in their designated classification provided:
1. It is comparable experience in a unionized retail food store: and
 2. twelve (12) months have not elapsed since their last day worked.
- 15.2 It shall be the responsibility of the employee to supply reasonable proof of their previous experience within sixty (60) calendar days of employment. Otherwise all claims for credit for previous experience shall be forfeited by the employee.

Reasonable proof will mean that if past employment records are not obtainable, the Union records, income tax records, or other similar documents will be acceptable. The hourly rate for recognized credit will be effective from the first day of employment.

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

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

ARTICLE 16 - CALL IN TIME

- 16.1 All employees called in, except as provided below, and who reported for work shall, if requested to work less than four (4) hours, receive four (4) hours pay at their regular hourly rate.
- 16.2 Paragraph (16.1) above shall apply to students on days other than school days. It shall also apply when stores are open for night shopping on school days. On school days, other than when stores are open for night shopping, students may be paid for only those hours worked, except when employed for less than two (2) consecutive hours, in which event, they shall receive a minimum of two (2) hours' pay at the regular hourly rate.
- 16.3 If a student is called in before the store opens he/she will be paid for four (4) hours at his/her regular hourly rate. This four (4) hour minimum would also apply to any student called in for night stocking if he/she was brought in to start his/her shift one-half (1/2) hour, or later after store-closing time.

ARTICLE 17 - VACATIONS

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

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

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

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

- 17.3 Where employees are entitled to three (3) or more weeks of vacation the additional week(s) vacation may be scheduled at the discretion of the Employer.

- 17.4 Employees entitled to four (4) or more weeks of paid vacation shall receive their additional two more weeks consecutively unless the employee and the Employer mutually agree otherwise, with such additional weeks to be scheduled at the discretion of the Employer.
- 17.5 All full-time employees, after one (1) years service, shall receive two (2) weeks vacation with pay.
- 17.6 All employees with three (3) or more years continuous service with the Employer as a full-time employee, shall receive three (3) weeks vacation with pay, two (2) weeks of which shall be given during the vacation period, the third week to be scheduled by the Employer.
- 17.7 All employees, with eight (8) or more years continuous service with the Employer as a full-time employee shall receive four (4) weeks vacation with pay.
- 17.8 All employees with thirteen (13) or more years continuous service with the Employer as a full-time employee shall receive five (5) weeks vacation with pay. All employees with eighteen (18) years continuous service with the Employer as a full-time employee shall receive six (6) weeks vacation with pay.
- 17.9 Full-time employees who are eligible for five (5) or more weeks vacation will have the opportunity to schedule three (3) weeks vacation during prime time.
- 17.10 Part-time employees with less than three (3) years continuous service with the Employer shall receive vacation pay in the amount of not less than four percent (4%) of their total earnings as vacation pay.
- 17.11 Part-time employees with three (3) or more years of continuous employment shall receive six percent (6%) of their total earnings as vacation pay.
- 17.12 Part-time employees with eight (8) or more years of continuous employment shall receive eight percent (8%) of their total earnings as vacation pay.
- 17.13 Part-time employees with thirteen (13) or more years of continuous employment shall receive ten percent (10%) of their total earnings as vacation pay.
- 17.14 Part-time employees with eighteen (18) or more years of continuous employment shall receive twelve percent (12%) of their total earnings as vacation pay.
- 17.15 Part-time employees with thirteen (13) or more years continuous employment with the Employer will have the opportunity to schedule three (3) weeks time off during prime time.

- 17.16 A part-time employee proceeding to full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the Employer as a part-time employee and provided the employee's service is continuous from part-time to full-time. The credited hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate yearly credit for future vacation entitlements, as provided above.
- 17.17 The Employer agrees to provide vacation pay on a "total compensation" or normal weeks pay, which ever is greater. Total compensation shall mean "all monies received directly from the Employer" (wages, overtime, bonuses, premiums, vacation pay, sick-leave-credit payments, and other items of similar nature).
- 17.18 Where a general holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had he/she been working. Where an employee received three (3) or more weeks vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the Employer, an extra day's vacation with pay interferes with vacation schedules or hampers operations.
- 17.19 All time lost (up to thirty-one (31) consecutive days) because of sickness, occupational or non occupational accident, all time absent on paid full-time vacation, and paid general holidays, shall be considered as time worked for the purpose of determining the vacation allowance to which a full-time employee is entitled.
- 17.20 All employees, whose absence due to non occupational accident or sickness or unpaid leave of absence, extends beyond thirty-one (31) consecutive days and results in less than thirty-seven (37) hour's pay per week, shall have their vacation pay prorated in the subsequent vacation year.
- 17.21 Where the services of an employee are retained by the purchaser of the business, his/her services (for vacation purposes only) shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser, in accordance with prevailing statutes.
- 17.22 Employees who have worked thirty (30) days but less than one (1) year and who terminate their employment will receive a vacation allowance to the amount equal to four percent (4%) of the total salary and wages earned for which no vacation allowance has been paid.
- 17.23 Employees entitled to two, three, four, five, six weeks, vacation and who terminate their employment shall receive payment for vacation allowance in an amount equal to four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), and twelve percent (12%), respectively, of the total wage and salary earned by the employee during the period of employment for which no vacation allowance has been paid.

17.24 Provided the full-time employee advises the Company, in writing, at least one (1) month before the commencement of his vacation, the Company agrees to schedule one (1) of the employee's Friday/Saturday, Saturday/Sunday or Sunday/Monday combinations to coincide with the employee's vacation, once per year.

ARTICLE 18 - DISMISSAL NOTICE OR PAY IN LIEU THEREOF

18.1 Employees regularly working full-time and upon dismissal by the Employer shall be given individual notice in writing or pay in lieu thereof, as follows:

- (a) one (1) weeks notice in writing or pay in lieu thereof, to those who have completed sixty (60) or more consecutive days service as a full-time employee;
- (b) two (2) weeks notice in writing or pay in lieu thereof, to those who have completed two (2) or more consecutive years service;
- (c) three (3) weeks notice in writing or pay in lieu thereof, to those who have completed five (5) or more consecutive years service;
- (d) four (4) weeks notice in writing or pay in lieu thereof, to those who have completed eight (8) or more consecutive years service;
- (e) the Employer agrees to pay severance pay on store closing of one (1) weeks pay up to two (2) years and one (1) week per year over two years to a maximum of twenty (20) weeks pay for full-time employees.

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

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

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

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

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

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

a) Any use, possession, distribution, or the offering for sale of illegal drugs, related paraphernalia or legal drugs prescribed to others.

b) Any consumption, possession or presence in the body of alcohol during working hours or on the Employers premise. Employees who are impaired by alcohol or drugs whether consumed at work or prior to work, will be immediately removed from the workplace and referred to the Industrial Relations Department to determine the appropriate action.

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

ARTICLE 19 - FUNERAL LEAVE

19.1 In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay, with consideration given to travel time for attending the funeral. The length of absence shall be up to 3 days at the discretion of the employer. The term "immediate family" shall mean: spouse, parent, child, brother, sister, step-mother, step-father, step-son, step daughter, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, grandmother, grandfather, and grandchildren, or any relative living in the household of the employee. In the event of the demise of an aunt or uncle, nephew or niece, an employee will be granted one (1) day leave of absence with pay to attend the funeral.

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

ARTICLE 20 - PREGNANCY LEAVE

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

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

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

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

ARTICLE 21 - PARENTAL LEAVE

- 21.1 Birth mothers who have taken pregnancy leave under article 20.1 shall at their request be granted an unpaid parental leave of a maximum of thirty-five (35) consecutive weeks, to be taken within the fifty-two (52) week period after the child's birth, beginning immediately after the leave taken under article 20.1

- 21.2 Birth fathers, adoptive parents and birth mothers who have not taken leave under article 20.1 shall at their request be granted an unpaid parental leave of a maximum of thirty-seven (37) consecutive weeks, to be taken within the fifty-two (52) week period after the birth or adoption of child.
- 21.3 Employees requesting leave under Article 21.2 must give the employer at least four (4) weeks written notice of the date the employee will start parental leave unless:
- a) The medical condition of the birth mother or child makes it impossible to comply with this requirement.
 - b) The date of the child's placement with the adoptive parent was not foreseeable.
- The company reserves the right to request appropriate documentation supporting a) or b) above.
- 21.4 Employees on leave shall give the employer a minimum of two (2) weeks notice of their intention to return to work.
- 21.5 If employees eligible for parental leave are parents of the same child and are both employed by the Employer, the Employer is not required to grant parental leave to more than one employee at a time.

ARTICLE 22 - LEAVE OF ABSENCE

- 22.1 The Employer agrees to grant necessary time off without pay, and without discrimination, to not more than two (2) employees from each Wholesale Club, provided that not more than one (1) employee is selected from any department, designated by the Union, for a maximum of one (1) year to attend a Labour Convention or to serve in an official capacity for the Union, provided that as much notice as is possible be given, and in any event, not less than fifteen (15) days, provided a suitable replacement can be made available by the Company for the job involved.
- 22.2 Leaves of absence for which the Employer is reimbursed by the Union will be considered as time worked to a maximum of one hundred (100) hours each calendar year. However, time paid for by the Union in excess of one hundred (100) hours each calendar year will be credited to the employee's seniority hours but will not be credited for the purpose of service increment.
- 22.3 Employees shall be considered for leaves of absence without pay for severe personal or familial distress. Other applications for unpaid time off for extraordinary life events shall be considered once per the life of the Collective Agreement. Granting of leave shall be subject to operational requirements. Length of leave for extraordinary life events shall not exceed four (4) weeks outside the vacation period or two (2) weeks within the vacation period.

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

ARTICLE 23 – FAMILY RESPONSIBILITY LEAVE

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

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

ARTICLE 24 - UNION'S RECOGNITION OF MANAGEMENT'S RIGHTS

- 24.1 The Union agrees that the Management of the Company, including the right to plan, direct and control store operations, direction of the working force, discharge of employees for just cause, and those matters requiring judgment as to the competency of the employees, is the sole right and function of the Employer.
- 24.2 The parties agree that the Company shall be the sole judge of the merchandise it may handle, process, manufacture or package and of the manner in which these functions may be carried out and in which the merchandise may be handled, stored, shipped or sold.
- 24.3 The parties agree that the foregoing enumeration of Management rights shall not be deemed to exclude other recognized functions of Management not specifically covered by the Agreement. The Employer, therefore, retains all rights not otherwise specifically covered by this Agreement.

ARTICLE 25 - STORE VISITS AND BULLETIN BOARDS

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

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

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

- 25.2 A locking case will be placed in the lunch room or another mutually agreed location and be designated for Union notices only. The Union agrees not to post material objectionable to the Employer.

ARTICLE 26 MISCELLANEOUS

26.1 Smocks, etc.

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

26.2 Union Decals

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

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

- 26.3 The parties agree to an Employee Relations Committee.

26.4 Lie Detector Tests

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

26.5 Background Security Checks

An employee may apply for a refund of the costs of a background security check at the completion of their probationary period. Applications for refunds shall be made to the employee's Supervisor.

Should the Employer require a background security check on any existing employee, the Employer shall bear the costs.

26.6 Supplies

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

26.7 Facilities, Cash Shortage Reports and Cold Weather Attire

The Company will provide a microwave oven and coffee machine at each Club location. Cash shortage reports will not be posted in open or public areas.

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

ARTICLE 27 - JURY DUTY AND MATERIAL WITNESS

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

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

27.2 Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty, or when acting as a material witness, and actual work on the job in the store in one day shall not exceed eight (8) hours for the purpose of establishing the basic work day. Any time worked in the store in excess of the combined total eight (8) hours shall be considered overtime and paid as such under the contract.

ARTICLE 28 - PHYSICAL EXAMINATIONS

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

ARTICLE 29 - CASH SHORTAGES

29.1 Employees handling cash will be held accountable for errors resulting in cash register overages and shortages where they have been given the opportunity to verify the contents of the cash tray at both the beginning and end of the shift and have exclusive access to the register throughout the work shift. In the event that management or a designated cash office employee exercises the right to open the register during the employee's work shift, the employee will be given the opportunity to verify all withdrawals and/or deposits.

29.2 In the event a customer claims he/she has been short changed by the cashier, the cashier shall notify management and together verify the contents of the cash tray.

29.3 No employee shall be required to make up register shortages when management exercises the right to open the register during the employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits.

ARTICLE 30 - SENIORITY

30.1 Seniority shall mean the length of continuous service with the Employer in classifications within the seniority group covered by this United Food and Commercial Workers Local 247, Collective Agreement.

New employees hired after the date of ratification shall have a probationary period of three hundred (300) hours worked.

During this probation period, new employees may be discharged by the Employer at its discretion. Upon completion of the probationary period, seniority shall then be established retroactive to the commencement of employment.

30.2 Part-time employees shall accumulate seniority based on actual hours worked. Should a part-time employee become a full-time employee, the part-time seniority credits shall be converted to the seniority date based on one hundred and sixty (160) hours being equal to one (1) months full-time service.

Upon request, part-time employees shall receive a seniority credit for absences of one (1) week or longer to a maximum of one (1) year due to illness, injury and vacation.

Upon request, seniority credit shall be granted for any time lost due to a WCB claim.

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

Seniority credits and class hour credits for approved leaves of absence under Articles 20 and 21 shall be applied as outlined in article 20.5.

30.3 Seniority shall be exercised only within a seniority group.

30.4 Seniority lists shall be established for each of the departments within the groups covered by this Agreement.

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

The Employer agrees to forward an annual list of all employee's names and addresses to the Union office in addition to seniority lists once per year.

30.5 Seniority and employment shall be terminated when:

- (a) An employee voluntarily quits or is terminated for just cause or fails to show up for work for three (3) consecutive shifts without valid reason and/or without proper prior notice. In the case of the latter Article 31.3 shall not apply.
- (b) An employee fails to report to work after seven (7) days when recalled from layoff. An employee had to be recalled by registered mail at last known address on file with the Employer.
- (c) An employee has been on layoff and has not worked for a period of six (6) months.

LAYOFF AND RECALL

- (d) When reducing staff, junior employees within the department in the classification shall be laid-off first. When recalling employees from a layoff, they shall be recalled in seniority to the department and classification from which they were laid off.
- (e) In the event a full-time employee is laid off or is reduced to part-time, or a part-time employee is reduced to zero(0) hours for four (4) consecutive weeks, they shall be allowed to:

- (I) displace the most junior employee within the classification within his seniority group;
- (II) displace the most junior employee whose rate is equal to or less than their current rate outside their classification with the seniority group.
- (III) carry fifty percent (50%) of their class hours to determine their rate of pay in their new classification to a maximum of one half the total hours on the new wage scale.
- (f) Should an employee exercise their seniority outside their classification, he shall be given a “reasonable opportunity” to do the job in a competent manner. For the purpose of this section “reasonable opportunity” shall mean a maximum of thirty-seven (37) hours for full-time employees and sixteen (16) hours for a part-time employee.
- (g) An employee exercising his seniority under (e) above, will be restricted to one opportunity to do a job outside his classification in a competent manner.
- (h) In the event that a full-time position becomes available within the classification of the most senior full-time employee laid off or reduced, that employee shall have the first opportunity to fill the position.
- (i) In the event a full time position becomes available outside the classification of the most senior full-time laid off employee or reduced full-time employee, he will be given a reasonable opportunity, as defined above, to perform the job in a competent manner subject to 30.5 (e) (II).
- (j) In the event a part-time position becomes available, the most senior laid off part-time employee will be given a reasonable opportunity, as defined above, to perform the job in a competent manner subject to 30.5 (e) (II).

TRANSFERS

- (k) The Employer and the Union agree that when transfers of employees between the stores is conducive to the proper operation of the business, the employees will cooperate with the Employer in this matter.

Where it will not interfere with the efficient operation of the business, employees may request a transfer to the store nearest their residence, provided the requested location is within their division and seniority area.

Similarly, employees may request a transfer to a new store prior to the new store opening.

Such requests will be made in writing and submitted to the I.R. Department.

- (l) The Employer agrees that, in the case of an inter-store transfer made during an employee's regular daily shift, the employee so transferred, shall be paid for reasonable traveling time from one store to another.
- (m) The Employer agrees that in the case of the temporary out-of-town transfer, the employee shall be paid reasonable traveling and living expenses.
- (n) The Employer agrees that if an employee has a good and sufficient reason for not accepting a transfer, the employee will not be forced to accept such transfer.
- (o) When an employee is transferred within the bargaining unit under contract with United Food and Commercial Workers Local 247, he will maintain his seniority, class hours, and rate of pay.
- (p) Employees from outside the bargaining unit of seniority groups may be transferred into a bargaining unit or seniority group provided such transfer does not result in the displacement of or reduction of hours of a member of the said bargaining unit or seniority group.

PROMOTIONS

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

Full-time vacancies shall be filled by department on a city wide basis.

30.7 Twenty percent (20%) of bargaining unit hours will be used to calculate the number of employees to be scheduled on a full time basis. The calculation will be done twice per year and the positions will be assigned on a province wide basis as determined by the Company. The parties will meet twice yearly to review the calculation.

PART-TIME EMPLOYEES

30.8 Part-time employees, who are desirous of becoming full-time employees or increase their hours of work, shall inform the Employer, in writing. The Employer agrees to give full consideration to employees request. All applications must be made on the understanding that the employee will accept a work assignment in any of the Employer's stores within the area covered by the Collective Agreement.

Provided that part time employees have sufficient ability to handle the work to be performed in a competent manner, hours shall be assigned on a weekly basis by seniority so that by the end of each week, senior employees in the department shall not receive

fewer hours than junior employees in the department, unless the senior employees restrict their availability.

Clarification Language on Scheduling

The parties agree that employees who are available anytime (unrestricted) as per Article 30.12, shall be scheduled a minimum of four (4) more hours on a weekly basis than employees in the same department scheduling group who choose to restrict their availability. Senior available anytime employees will be scheduled as many or more hours than junior available anytime employees on a weekly basis.

Within the department scheduling group, hours will be scheduled to restricted employees on a weekly basis subject to seniority and availability. Senior restricted employees will be scheduled as many or more hours than junior restricted employees on a weekly basis except when the senior restricted employee is not available (or does not have the ability) to work the shift(s) assigned to the junior restricted employee.

30.9 Full-time to Part-time

Full-time employees will have a one time ability to change to part-time status during the term of the current agreement for reasons other than working at alternative full-time employment. Employees exercising this right will remain part-time for the balance of the agreement. Requests to change to part time status can be made in the last two weeks of the year. Change in status will be effective in the first or second week of the new year. Employees moving to part-time will be required to complete a declaration of availability form.

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

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

30.12 Part-time employees shall declare their availability three times per year.

- 1) the first Sunday in June
- 2) the third Sunday in August
- 3) one other time during the calendar year (floater)

New schedules will be effective:

- 1) the last Sunday in June
- 2) the first Sunday in September
- 3) the schedule posted following the declaration of the floater

Part-time employees shall be required to work according to the thrice-yearly Declaration of Availability. No changes to the availability shall be permitted other than the three (3) dates except for students in September and June where authorized by the Industrial Relations Department.

Post Secondary students shall have the option of declaring their availability on the last Sunday in April instead of the last Sunday in June.

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

All part-time employees hired after the date of ratification must be available to work for all hours on either Saturday or Sunday and must be available for one additional six (6) hour block consistent with shifts in their department.

Students must be available to work for all hours on either Saturday or Sunday.

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

Probationary employees shall not exercise their floating availability change until the completion of the probationary period. New employees shall be advised at the time of hiring.

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

Copies of all Declaration of Availability forms shall be forwarded to the Union Office.

NEW DEPARTMENTS

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

- 1) a new group of products or commodities are to be sold or services offered;

- 2) the pre-existing mix of products or commodities is substantially altered to the extent that merchandising and staff requirements are substantially altered.

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

30.15 The parties agree that, to enhance the Company's ability to develop supervisory staff, there shall be created the position of Assistant Department Supervisor. The Assistant Department Supervisor shall be:

- (a) filled by individuals hired or selected on the basis of their merit, qualifications, ability and seniority as determined by Management;
- (b) required to provide all relief for Department Manager;
- (c) when not relieving, receiving hours equal to but not more than the senior employee in the Department.

The rate shall be forty cents (\$.40) per hour over the top in the Department.

REQUESTED DAYS OFF

30.16 Employees who request in writing and are granted a specific day off prior to the posting of the work schedule, shall not have their hours of work for the week reduced as a result of the request being granted, provided not more than one request is made per four (4) week period calendar. It is understood that the above shall be subject to operational requirements and the employee's restriction.

STORE CLOSURES

30.17 In the event of the closure of a store, employees shall be able to exercise their seniority to transfer to other stores of the Employer within this bargaining unit.

Employees who exercise their seniority to transfer under this article shall retain their seniority hours. Employees who remain in the same classification and department shall retain their class hours and rate of pay.

ARTICLE 31 - GRIEVANCES

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

Employees found to be unacceptable to the Employers Bonding Company may be discharged at the Employers discretion.

- 31.2 Grievances must be submitted to the Employer, in writing, not later than ten (10) calendar days from the event giving rise to the grievance, or it shall be waived by the aggrieved party.
- 31.3 No employee shall be subject to a disciplinary interview or be given a written reprimand, warning letter, or be suspended or dismissed except in the presence of a shop steward, or in his or her absence, another member of the bargaining unit, selected by the employee.

When a shop steward is present in the workplace, they shall be used as a witness for discipline.

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

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

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

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

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

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

2nd Step: The Union representatives may take up the matter with the Company's Official designated by the Employer to handle labour relations. If satisfactory settlement cannot be reached within fourteen (14) days, the matter may then be referred to Arbitration, as per Article 32.

Stewards Recognition and Employees Representation

- 31.5 The Employer recognizes that shop stewards may be appointed or elected by the Union. The Union shall inform the Employer and post notices of the shop stewards on the bulletin boards.

ARTICLE 32 – BOARD OF ARBITRATION

Either of the parties may, within thirty (30) days of a decision at Step 2 of the Grievance Procedure, notify the other party in writing of its desire to submit the Grievance to Arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.

The parties may mutually agree to select a single Arbitrator in lieu of a three (3) person Arbitration Board.

The recipient of the notice shall within five (5) days inform the other party of the name of its nominee to an Arbitration Board.

The two (2) appointees so selected, shall, within five (5) days of the appointment of the second (2nd) of them, appoint a third (3rd) person who shall act as Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limit, the appointment shall be made by the Minister of Labour for British Columbia upon request of either party.

No person who was involved in the negotiation of the Agreement will serve on a panel.

The parties agree to expedite the process in cases involving the termination of an employee.

ARTICLE 33 - TRANSPORTATION

The Employer agrees to pay the cost of transportation (bus fare or appropriate kilometer rate) when an employee is transferred to another store or required to use their own vehicle during the course of the employee's day of work. When an employee is transferred to another store during regular working hours, the time taken during transit will be paid by the Employer at the regular hourly rate.

ARTICLE 34 - LOCKERS

The Employer will not search an employee's locker without the presence of the employee and a Shop Steward if requested.

All locks must be removed from lockers at the completion of the employee's shift.

ARTICLE 35 - VOTING PRIVILEGES

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

ARTICLE 36 - DENTAL PLAN, HEALTH & WELFARE PLAN

- 36.1 (a) The Employer agrees to name up to three (3) Trustees and the Union agrees to name up to three (3) Trustees to a jointly trusteed UFCW Local 247 Benefit Trust Fund.
- (b) The Employer agrees to participate in, and contribute to the UFCW Local 247 Benefit Trust Fund.
- (c) Effective the Sunday following ratification of the Collective Agreement, the Employer agrees to contribute to the Benefit Trust Fund, twenty-two cents (\$.22) per hour for all hours paid by the Employer to members of the bargaining unit (hours paid shall include hours worked, vacation, general holidays, sick days, jury duty, bereavement leave, paid time off for negotiations, etc.), up to a maximum of thirty-seven (37) hours per week.
- (d) The total contribution to the funds shall be increased by three cents (\$.03) per year effective the start of the first pay period each May of that contract year. Effective May 2007, the total contribution shall be thirty-seven cents (\$.37) per hour.
- (e) The Employer agrees to sign a "Participation Agreement" and supply any other documents, forms, reports or information required by the Trustees of the Benefit Trust Fund.
- (f) Contributions, along with a list of employees for whom they have been made, the amount of the weekly contribution for each employee, and the number of hours worked or paid according to the above 37.1 (c), shall be forwarded by the Employer within the fifteen (15) days after the close of the Employer's four (4) or five (5) week accounting period. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated above.
- (g) In the event that increased contributions to the Dental and/or Health & Welfare Benefit Trust Fund are negotiated in the real Canadian Superstore Contract renewed in 2003, those increases shall also be applied to this Wholesale Club Contract.
- (h) Seventeen (\$.17) cents of the contribution provided for above is intended for the purpose of providing such Dental Benefits for eligible employees as determined, from time to time, by the Trustees of the Trust Fund pursuant to the terms of the Trust Agreement.
- (i) The remaining contribution is intended for the purpose of providing other health and welfare benefits such as, but not limited to prescription drugs, life insurance, employee assistance program and other benefits as determined by the trustees from time to time.

- (j) The trustees shall have the authority to allocate any surplus funds from the Dental Plan to the Health & Welfare Plan or from the Health & Welfare Plan to the Dental Plan in order to maintain or improve benefits as they determine appropriate.

ARTICLE 37 - SICK LEAVE

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

- 37.1 The Employer agrees to pay 100 percent (100%) of M.S.P. premiums for full-time employees.
- 37.2 The Company short term sick plan and M.S.P. benefits will be extended to those part-time employees who work thirty-two (32) hours per week for thirteen (13) consecutive weeks. The employee must fail to meet the above hour requirement for a period of thirteen (13) consecutive weeks from the time he or she first fails to meet it before he or she is disqualified.

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

Employees who qualify for the short term sick plan as outlined in this article shall be eligible to receive up to five (5) days pay at 100 percent (100%) of the regular rate of pay per calendar year for absence due to illness.

ARTICLE 38 - EXPIRATION AND RENEWAL

- 38.1 This Agreement is effective from the ratification date to June 26th, 2008 and thereafter from year to year, but either party may not less than thirty (30) days or more than ninety (90) days before the expiry date or anniversary of such expiry date from year to year thereafter give notice in writing to the other party of desire to terminate such Agreement or to negotiate a revision thereof.

ARTICLE 39 - PENSIONThe Employer agrees to participate in and contribute to the CANADIAN COMMERCIAL WORKERS' INDUSTRY PENSION PLAN.

The Company agrees to continue the level of contribution in the Canadian Commercial Workers' Industry Pension Plan as determined by the Master Agreement and listed as follows:Effective January 2001- seventy-five cents (\$.75) per hour.

Effective January 2003- seventy-eight cents (\$.78) per hour.

Effective January 2004- eighty-one cents (\$.81) per hour.

Effective January 2005- eighty-five cents (\$.85) per hour.

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

Past Service upgrade to \$40.00 for service in CCWIPP

ARTICLE 40 – EDUCATION AND TRAINING FUND

The Employer agrees to contribute ten cents (\$.10) per hour for every hour worked by members of this UFCW 247 Bargaining Unit, based on Dental Plan hours, to the United Food & Commercial Workers Local 247 Education and Training Fund, effective the Sunday following the date of ratification, 2002.

ARTICLE 41 – OPPORTUNITY CLAUSE

Employees in General Merchandise Departments who have worked more than 2081 hours, may request a transfer to a Food Department where there is a vacancy. Requests shall be considered on the basis of seniority provided the merit, fitness and ability are relatively equal among employees requesting a transfer.

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

Employees hired prior to ratification who are granted a transfer will carry their rate of pay and class hours when they transfer to the Food Department. Employees hired into a General Merchandise Department after ratification who are granted a transfer will be placed on the Food Department wage scale at the next higher rate of pay and be assigned the corresponding number of class hours. In both cases, the employee shall then be able to exercise their seniority in the new department.

LETTERS OF UNDERSTANDING

1) Appendix "A"

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

2) Employee Relations Committee

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

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

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

The existence of this committee will not affect employee's rights under Article thirty-one (31).

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

4) The parties agree that the current roster of Departmental Supervisors includes the following:

Front End Supervisor, Meat/Deli Supervisor, Produce Supervisor, Bakery Supervisor, Grocery Supervisor, G.M. Supervisors, (one per department).

5) The parties agree that bargaining unit employees employed at each location shall each constitute a separate seniority group for the purpose of Article 30.

SIGNED THIS _____ DAY OF _____ 2002, at Burnaby, British Columbia

FOR THE COMPANY

FOR THE UNION

LETTER OF UNDERSTANDING
HEALTH & SAFETY COMMITTEE

A Health and Safety Committee shall be established as required under the Industrial Health and Safety Regulations for each operation. The Union and Management shall each appoint two (2) committee members and one (1) alternate member for each committee which shall meet once per month at the place of employment or otherwise mutually agreed location.

The Company shall schedule a minimum of two (2) of the Union's appointees to attend each monthly meeting.

Signed this _____2002, at Burnaby, British Columbia

For the Company

For the Union

LETTER OF UNDERSTANDING

Between: Westfair Foods Ltd. Carrying on business in the province of British Columbia,

And: The United Food and Commercial Workers Local Union No. 247 chartered by the United Food and Commercial Workers International Union A.F.L.C.I.O. - C.L.C.

In reference to Article 38 of the Collective Agreement, the parties agree that the operation of Section 50, subsection 2 and 3 of the Labour Relations Code, British Columbia are hereby excluded.

Signed this _____ 2002, at Burnaby, British Columbia

For the Company

For the Union

LETTER OF AGREEMENT – CASHIER CHECKER

Between: Westfair Foods Limited (the Company), RCWC Division

and: United Food and Commercial Workers, Local 247 (the Union)

The parties agree to the following:

1. A new Classification called “Cashier Checker” is established for Real Canadian Wholesale Club stores in British Columbia.
2. Cashier Checker duties are limited to basket; buller & cart retrieval; bagging; loading, and unloading of bullers and carts; sorting of returnable beverage containers; carry-outs; price checks; filling check stands with bags; merchandise returns (put-aways); sweeping and cleaning the check stand entrance, and entire store area.
3. It is understood that cleaning the entire store area shall mean cleaning mouldings, shelves, sweeping and mopping of the floors in any area of the store premises and shall also include clean-up (dust, wash, damp mop, clean up spills, and breakages) in lunch room, washroom and sales area. The sales area shall be defined as any area within the store where customers normally shop.
4. Cashier Checkers will not be used to the extent that existing employees doing those duties will suffer a reduction of hours.
5. The total number of Cashier Checkers in a store shall not exceed twenty percent (20%) of the total hours worked in the bargaining unit of that store each and every week. If the Company exceeds the twenty percent (20%) indicated above in a week, hours in excess of the twenty percent (20%) shall be paid at the rate of fifteen dollars (\$15.00) per hour to the most senior Specialist(s).
6. Cashier Checkers who have worked more than 1041 hours may request a transfer to any department where there is a vacancy. Requests shall be considered on the basis of seniority provided the merit, fitness, and ability are relatively equal among employees requesting a transfer.

Employees granted a transfer will be on a probation for a period of up to 240 hours to demonstrate their ability to perform the work in a satisfactory manner. In the event they are unable to perform satisfactory in the new position, they shall be returned to their previous position.

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

This clause shall not apply with respect to positions in meat and bakery production area, pharmacy and photo lab areas.

Signed the _____ Day of _____, 2002

For the Company

For the Union

Letter of Understanding – Nanaimo Wholesale Club à Superstore Transfer

Subject to the ratification of the Wholesale Club Collective Agreement, employees of the Wholesale Club shall have the option to transfer to the Nanaimo Superstore under the following terms.

1. Employees of the Nanaimo Wholesale Club have until August 1st, 2002 to apply for a transfer to the Nanaimo Superstore. Employees would be required to apply in writing to the Industrial Relations Department, and would include only those employees hired prior to February 7, 2002.
2. Up to twenty-five percent (25%) of the employees in each department may transfer subject to the operational requirements as determined by the Company. If more than 25% of the employees from one department apply for the transfer, seniority shall be the determining factor.
3. Transfers are subject to an opening in the corresponding department or equivalent department in the Superstore. The Company shall determine when the transfers occur and which department employees will be transferred to.
4. There is no guarantee of maintaining full time status or assistant supervisor position when transferring into the Superstore.
5. Rate of pay would be red circled at their current rate of pay. Class hours would be credited to one step down from that rate on the Superstore scale. After working 521 hours at the Superstore, the employee would then move to the next increase on the Superstore scale.

Signed the _____ Day of _____, 2002

For the Company

For the Union

Letter of Understanding – Uniform/Clothing Allowance

If/When the Employer implements a uniform shirt, the following shall apply:

The Employer agrees to:

1. Provide two (2) shirts to available Anytime employees.
2. Provide one (1) shirt to Restricted employees.

In addition, the Employer will provide one (1) replacement shirt after a year of employment and each subsequent year upon request by the employee.

Employees are required to maintain their shirts in a clean and presentable condition. Any additional shirts required by the employee can be purchased from the Employer at a cost not to exceed twelve dollars (\$12.00) per shirt.

If in the future, subsequent to the Employer implementing uniform shirts, the Employer changes the policy and no longer provides shirts, it will provide a one time payment of fifty dollars (\$50.00) to available anytime employees and twenty-five dollars (\$25.00) to restricted employees for the purchase of new required clothing.

Signed the _____ Day of _____, 2002

For the Company

For the Union

Letter of Understanding – Loss Prevention Employees

1. Employees in the Host classification employed by Westfair Foods on the date of ratification shall be covered under this Collective Agreement between UFCW local 247 and the Real Canadian Wholesale Club.
2. Loss Prevention shall constitute a new department in each store.
3. Loss Prevention Supervisors will be excluded from the Bargaining Unit where they exist.
4. Employees currently receiving a Sunday premium will continue to receive it.
5. The Company may utilize Loss Prevention Officers from Superstore locations to service Wholesale Clubs, Extra Foods and other affiliated locations as determined by the Company.
6. While servicing these other locations, the Loss Prevention Officers will continue to fall under the jurisdiction of the Superstore Collective Agreement and their seniority and rights to hours will be exclusive to their home store.
7. In Club locations where the Company has hired a Loss Prevention Officer excluded from the Bargaining unit, they shall not be used to service Superstore locations.

Signed the _____ Day of _____, 2002

For the Company

For the Union

Wage Appendix

Country Hours	Current	SAR	May 03	May 04	May 05	May 06	May 07
1	8.45	8.75	8.85	8.95	9.00	9.00	9.00
1041	9.43	9.73	9.83	9.93	10.03	10.13	10.23
2081	10.26	10.56	10.66	10.76	10.86	10.96	11.06
3121	11.09	11.39	11.49	11.59	11.69	11.79	11.89
4161	11.92	12.22	12.32	12.42	12.52	12.62	12.72
5201	12.75	13.05	13.15	13.25	13.35	13.45	13.55
6241	14.20	14.75	14.85	14.95	15.05	15.15	15.25
7281			15.25	15.35	15.45	15.55	15.65
8321				15.75	16.25	16.75	17.25

Victoria Hours	Current	SAR	May 03	May 04	May 05	May 06	May 07
1	8.45	8.75	8.85	8.95	9.00	9.00	9.00
1041	9.66	9.96	10.06	10.16	10.26	10.36	10.46
2081	10.76	11.06	11.16	11.26	11.36	11.46	11.56
3121	11.84	12.14	12.24	12.34	12.44	12.54	12.64
4161	12.92	13.22	13.32	13.42	13.52	13.62	13.72
5201	14.00	14.30	14.40	14.50	14.60	14.70	14.80
6241	15.70	16.00	16.10	16.20	16.30	16.40	16.50
7281			16.25	16.35	16.45	16.55	16.65
8321				16.50	16.75	17.00	17.25

GVRD Hours	Current	SAR	May 03	May 04	May 05	May 06	May 07
1	8.45	8.75	8.85	8.95	9.00	9.00	9.00
1041	9.93	10.23	10.33	10.43	10.53	10.63	10.73
2081	11.26	11.56	11.66	11.76	11.86	11.96	12.06
3121	12.59	12.89	12.99	13.09	13.19	13.29	13.39
4161	13.92	14.22	14.32	14.42	14.52	14.62	14.72
5201	15.25	15.55	15.65	15.75	15.85	15.95	16.05
6241	17.25	17.25	17.25	17.25	17.25	17.25	17.25

Yearly lump sum of \$300.00 for those reaching \$17.25 after ratification.
 those at \$17.25 at ratification (S.A.R) will receive an additional increase of \$.25/hour
 each May instead of lump sum of \$300.00.

Meat Cutters Bakers	Current	SAR	May 03	May 04	May 05	May 06	May 07
1	11.45	11.75	11.85	11.95	12.00	12.00	12.00
1041	12.95	13.25	13.35	13.45	13.55	13.65	13.75
2081	14.45	14.75	14.85	14.95	15.05	15.15	15.25
3121	15.95	16.25	16.35	16.45	16.55	16.65	16.75
4161	17.45	17.75	17.85	17.95	18.05	18.15	18.25
5201	18.95	19.25	19.35	19.45	19.55	19.65	19.75
6241	20.90	21.20	21.30	21.40	21.50	21.60	21.70
7281			21.45	21.55	21.65	21.75	21.85
8321				21.70	21.95	22.20	22.45

Host Hours	Current	SAR	May 03	May 04	May 05	May 06	May 07
1	9.00	9.25	9.25	9.25	9.25	9.25	9.25
501	9.20	9.45	9.50	9.55	9.60	9.65	9.70
1001	9.40	9.65	9.75	9.85	9.95	10.05	10.15
1501	9.55	9.80	9.90	10.00	10.10	10.20	10.30
2001	9.70	9.95	10.05	10.15	10.25	10.35	10.45
2501	9.90	10.15	10.25	10.35	10.45	10.55	10.65
3001	10.10	10.35	10.45	10.55	10.65	10.75	10.85
3501	10.30	10.55	10.65	10.75	10.85	10.95	11.05
4001	10.50	10.75	10.85	10.95	11.05	11.15	11.25
4501	10.70	11.00	11.20	11.40	11.60	11.85	12.10

Cashier/Checker Hours	Current	SAR	May 03	May 04	May 05	May 06	May 07
1	8.20	8.50	8.50	8.50	8.50	8.50	8.50
521	8.70	8.75	8.80	8.85	8.90	8.95	9.00
1041	9.20	9.00	9.05	9.10	9.15	9.20	9.25
1561	10.20	9.25	9.30	9.35	9.40	9.45	9.50
2081		9.50	9.55	9.60	9.65	9.70	9.75
2601		10.00	10.05	10.10	10.15	10.20	10.25
3121		10.50	10.70	10.90	11.10	11.30	11.50

Cashier checkers hired prior to the date of ratification will move to the new scale at a rate of \$.30 above their current rate and receive the corresponding number of class hours.

GM Clerks Hired SAR Hours	Current	SAR	May 03	May 04	May 05	May 06	May 07
1		8.70	8.80	8.90	9.00	9.00	9.00
1041		9.25	9.35	9.45	9.55	9.65	9.75
2081		9.75	9.85	9.95	10.05	10.15	10.25
3121		10.25	10.35	10.45	10.55	10.65	10.75
4161		10.75	10.85	10.95	11.05	11.15	11.25
5201		11.25	11.35	11.45	11.55	11.65	11.75
6241		11.75	11.85	11.95	12.05	12.15	12.25
7281		12.50	12.70	12.90	13.10	13.35	13.45

Notes:

GVRD employees at \$17.25 at ratification will receive \$.25 per year off scale increase.
GVRD employees moving to \$17.25 in future years will receive a \$300.00 lump sum payment each May.

Cashier Checkers will move to the new scale at a rate of \$.30 above their current rate and receive the corresponding number of class hours.

All employees at ratification will receive \$.30 per hour for all hours worked since the expiry of the previous Collective Agreement in May of 2001.

Clarification on Yearly increase and Lump Sum

To be paid on the following dates:

May 18th, 2003
May 16th, 2004
May 22th, 2005
May 21th, 2006
May 20th, 2007

SIGNED THIS 28TH day of June, 2002

FOR THE UNION

Suzanne Hodge

Charles Pratt

Susan Campbell

Steve McAusland

Bryan Phillips

FOR THE COMPANY

Roger Bockstael

Lopa Parikh