

# COLLECTIVE AGREEMENT

BETWEEN

**TRIWEST FOODS LTD.**

Doing Business As

**IGA #49**

West Vancouver, BC

AND



**UNITED FOOD AND COMMERCIAL WORKERS UNION,  
LOCAL NO. 247**

Chartered by the United Food and Commercial  
Workers International Union, AFL-CIO, CLC

**FIRST PRINTING**  
Errors and Omissions Excepted

**TERM OF AGREEMENT**

July 31, 2022 to December 31, 2024

Dear Member:

This is your Union Collective Agreement. It represents the progress and efforts of many years of negotiations. Please read it and make sure you are receiving the benefits to which you are entitled.

Only by insisting on your rights, and refusing to let anyone abrogate them, can the Agreement be kept strong and meaningful. Any abuse of the Collective Agreement tends to undermine and weaken it.

Let's respect the Agreement; let's keep it strong and meaningful.

Make full use of your Shop Stewards.

DAN GOODMAN  
President

CHARLES PRATT  
Secretary-Treasurer

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# **COLLECTIVE AGREEMENT**

## **BETWEEN:**

**TRIWEST FOODS LTD. (IGA #49)**

(hereinafter referred to as the "Employer")

## **AND:**

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

(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:

## **ARTICLE 1 – UNION’S RECOGNITION OF MANAGEMENT’S RIGHTS**

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**1.01** The Union agrees that the Management of the Company including the right to plan and direct and control store operations, the direction of the working force, the termination of employees for proper cause are the sole rights and functions of the Employer. Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of Management, subject, however, to discharge of employees on grounds of alleged incompetency being processed under Articles 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.

## **ARTICLE 2 – BARGAINING AGENCY AND UNIT**

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**2.01** 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 stores(s) owned and/or operated by the Employer in the Cities of Vancouver, North Vancouver, New Westminister, White Rock and Victoria; the Towns of Port Coquitlam, Port Moody, Sidney; the Municipalities of Burnaby, West Vancouver, Coquitlam, Richmond, Delta, Surrey, Oak Bay, Esquimalt, Saanich and Central Saanich; the District of North Vancouver and Colwood; and the unorganized territories surrounding Victoria, with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement (see Page vi). If additional retail food establishments are acquired by the Employer in the area described herein, all terms and conditions of this Collective Agreement shall apply to such establishments and shall be binding on the parties hereto.

**2.02** 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 subsection will be excluded from the stores of the Employer concerned.

**2.03      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.

**2.04** 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.

**2.05** If any employee is terminated because of:

- a) The Employer establishing a new plant to cut and fabricate retail cuts of fresh meat or fresh block-ready meats, or
- b) 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 Article 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 Article 14 of this Agreement. Sub-section (c) and (d) of this clause shall not conflict with or supersede the provisions of Article 13 (Seniority) of this Collective Agreement.

## **ARTICLE 3 – UNION SHOP**

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**3.01** The Employer agrees to retain in his employ, within the bargaining unit as outlined in Article 2 of this

Agreement, only members of the Union in good standing.

All employees shall, as a condition of employment, become and maintain active membership, as provided in the Constitution and bylaws of the Local Union. It is agreed that the Employer will have employees complete a Union membership application form within seven (7) days upon being employed and forward immediately to the Union office fully completed and signed.

The employer agrees to provide each new employee at the time of employment, with material outlining to the employee, their responsibility in regard to Union Membership as supplied by the Union.

It is the responsibility of the employee to maintain active membership as outlined in the International Constitution and the Local Union bylaws.

No employee shall be discharged, disciplined or discriminated against for any lawful Union activity, or for serving on a Union committee or for reporting to the Union the violation of any provisions of this Agreement. Instances of alleged violation of the foregoing will be brought to the attention of the Employer, 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.



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

The Employer will have new employees sign the "Check-off and the Union Membership Application".

The Union shall be notified of all new hires and locations of work not later than one (1) week after starting work.

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.

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

**3.04** 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.

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

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**4.01** 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.

The Employer agrees to automatically deduct from the wages of each employee covered by this Agreement, initiation fees, Union dues and assessments as may be adopted and designated by the Union. In the event of a change, the Union will give the Employer at least three (3) weeks prior notice of the effective date change or deduction as the case may be.

Such Union dues deducted shall be indicated on the employee's T-4.

The Employer shall remit to the Union no later than fifteen (15) days after the preceding accounting period:

- a) monies deducted from the wages of its employees for Union initiation, fees, dues, assessments and hours paid;

- b) a statement showing each employee's name, employee number and social insurance number, department (and Triwest Foods Ltd.) from whom deductions were made, and the amount of the deduction(s);
- c) a statement showing the names, employee number, and social insurance number of the employees terminated and hired during the preceding accounting period;
- d) a statement showing the name, home mailing address including postal code, landline and/or mobile telephone numbers, social insurance number of all bargaining unit employees.

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

## **ARTICLE 5 – HOURS OF WORK, OVERTIME, STATUTORY HOLIDAYS**

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**5.01** 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 employee, one (1) hour. The preceding sentence shall not apply if, due to its application, the Employer would be unable to meet its commitments under Article 5.02.

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**

Work schedules to be posted by 6:00 p.m. Monday, three (3) weeks in advance. 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 midnight.

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.

The initial floater schedule shall be written in ink and copies faxed to the Union Office. Changes will be recorded by the Company's designate. On the Friday morning before the commencement of the following work week, the revised floater schedule shall be faxed to the Union Office. Upon completion of the work week, the final float schedules shall also be faxed to the Union Office on the following Monday. Copies will also be forwarded to the Chief Shop Steward.

## **Late Closing Schedule (Midnight Stores)**

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 verbally 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.

When notice of an unexpected absence is received, the absent employee's shift may first be assigned to the most senior employee already assigned to work in the store that day, then if no

employee in the store is able to work the vacated shift, the shift, or portion thereof, will be replaced by the most senior part-time employee not working on that day, provided the following conditions are met:

- 1) Notice is given to the store manager or his designate on the day of absence.
- 2) Notice is given to the store manager or his designate after 5:00 p.m. of the day preceding the absence.
- 3) Shift changes shall not exceed the basic work week.
- 4) A minimum of the scheduled hours shall prevail provided employees are available.

In cases where absences described above are known to be for a period of more than one shift, only the first shift may be re-scheduled as outlined above.

### **3. Fair Scheduling of Float Staff**

The Float Staff shall be assigned to fill the shift(s) which were originally scheduled for an absent employee(s), except for the absence of key personnel. In the case of vacations, this will be the shifts the vacationing employee would have worked had they not been on vacation. Where

Float Staff employees cannot be contacted due to emergencies arising late in the work day, such Float Staff employees shall be called for the first possible shift on the day in question.

#### **4. Requested Time Off (R.T.O.) Calendar**

A time off calendar will be posted in the same location as posted schedules. Prior to the posting of schedules, in-store employees may request time off on the calendar provided for this purpose. Float Staff employees will contact the person designated by the Company to have the responsibility for the Float Staff schedules. Where possible, employees granted time off shall not have their hours of work for the week reduced. It shall be optional for the employer to reduce their hours or days for any request made and granted after the posting of the work schedule.

#### **5. Consecutive Days Off**

The Employer shall schedule consecutive days off for all full-time employees. In addition, wherever practical, A.T.O. days shall also be scheduled with consecutive days off. In consultation with Store Management, where it can be demonstrated by the Shop Steward that scheduling of consecutive days off with A.T.O. can be accomplished without an adverse affect on the operations of the Department, the Employer shall do so. In consultation with Store Management or the



Department Head, non-consecutive days off may be arranged by mutual agreement between the employee(s) provided it does not result in any other employee(s) not getting consecutive days off.

## **6. Sunday Work**

For employees hired prior to May 15, 1991, 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 a Store and Float Staff. 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 to try and resolve the matter. 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 permanent store employees are not available to work on Sundays, the Employer shall offer available hours to the Float Staff on a seniority basis, and if sufficient Float Staff employees do not volunteer, 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. 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. Fair Rotation of Night Work**

There shall be a fair rotation of night work when the Store is open for business, as far as is practical for the operation of the Store. The rotation shall be amongst all Bargaining Unit Members in a Store and Float Staff, but may not apply to Students. Based on the size of the meat department the head meat cutter will work at least one late night per week.

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 Seafood Departments. Except for midnight shifts, Article 5.11 (3), no employee, other than a production clerk, shall be scheduled more than three (3) late shifts per week unless they request 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 Managers shall work at least one (1) late or closing shift if required, in order to comply with this clause.

## **9. Quality Time Off and Scheduling Efficiency**

Subject to 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 meet with the Union on a periodic basis to address and resolve scheduling concerns, including: consecutive days off, scheduling ATO, rotation of Sunday work, maximizing similar shifts within the basic work week, etc.

## **5.02 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 and in owner-operated markets during such times as the owner-operator is on duty in the Meat Department alone.

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 Journeyman 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.

## **5.03 Time Keeping Systems or Time Sheets**

Notices which detail the procedure and payroll codes for claiming all premiums shall be posted by the time keeping systems or time sheets in all stores.

The Employer shall provide either time keeping systems or time sheets to enable employees to record their time for payroll purposes. In Stores where there is an average of twenty-four (24) hours of work per day over a three (3) month period by members of the bargaining unit in the store, time keeping systems shall be installed and used, and the time cards will be used for payroll purposes.

Time sheets shall be in a standard form agreed upon prior to the signing of this Collective Agreement, unless another type of form is mutually agreed upon. The Employer agrees to discuss with the Union any future changes in the form before effecting them. Where time sheets are used, a carbon copy of the completed time sheet will be forwarded weekly to the Union, and if requested, the Union shall return them within one (1) week of receipt of same. Where time cards are used and 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 including all premiums. 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 Articles of this Agreement. Any employees terminated for reasons above shall not be entitled to notice or pay in lieu of notice under Article 13.06 of this Agreement.

#### **5.04 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 January 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. For purposes of the Collective Agreement Sunday is considered the first day of the basic work week (see Article 5.10).

The Company is committed to maximizing eight (8) hour shifts and full-time positions.

The basic work week described in this Article shall include time off due to jury duty, witness duty and funeral leave as set out in Article 6.10 and 6.14, provided the employee has actual hours worked in the week.

### **Full-Time Restricted Work Week**

1. Full-time employees shall have the right by seniority to restrict their work week to four (4) eight (8) hour days, including statutory holidays. Notwithstanding any provision of the Collective Agreement which provides for any entitlement based on hours worked, the employee shall be considered full-time for all purposes of the Collective Agreement. However, for vacation and wage purposes, the employee shall be considered part-time. The wages and benefits provided to employees who work the full-time restricted work

week shall be in accordance with the attached Appendix III.

2. After an initial restriction, an employee can only restrict under point 1 above once in a twelve (12) month period from the date of returning to the basic work week described in Article 5.04.
3. An employee may lift the restriction by notifying the employer in writing prior to the posting of the next schedule. The employee shall then be scheduled all available hours by seniority on the next schedule.
4. The employee shall have the right to two (2) or three (3) consecutive days off if requested by the employee.
5. The parties agree that the existence of this provision and the resulting right of employees to restrict their work week shall not in itself result in a reduction of overall hours available to the bargaining unit. This provision will not limit management in changing available hours of work in accordance with ongoing business demands. However, the number of available hours will be the same as the hours which would have been normally available without this Letter of Understanding. The Union will monitor available hours by reviewing the work schedules provided by management.



6. For purposes of applying the Collective Agreement Articles on statutory holidays and overtime, the basic work week shall be considered as four (4) days, thirty-two (32) hours per week.

#### **5.05 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 (5.04) of this Article.

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, they 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 A.T.O. eligible 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 they are entitled at the time of their termination.

#### **5.06 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.

**5.07** "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 they are being prevented from working forty (40) available hours, they may request an explanation from the Store Manager concerned. If they are not satisfied with the explanation, the Union may lodge a grievance in accordance with Articles 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

## **5.08 Daily Guarantee**

### **Full-time Employees**

Unless terminated for reasons not requiring notice or pay in lieu thereof, outlined in Article 14 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 their services are not required, shall receive two (2) hours' pay.

### **Students**

Due to the limited hours of operation as defined by municipal bylaws, the following applies only to those students working at the West Vancouver store:

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 their services are not required, shall receive two (2) hours' pay.

## **5.09 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
Family Day	National Truth & Reconciliation 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 Article.

All recognized statutory holidays will be subject to the rules established for statutory holidays in the British Columbia *Employment Standards Act*, as amended.

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 they will receive from such sources for any particular day shall not be more than one hundred percent (100%) of their normal daily pay.

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

For employees hired prior to May 16, 1991, average hours worked in four (4) weeks preceding week in which 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 May 15, 1991, average hours worked in four (4) weeks preceding the week in which the holidays occur:

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.

In 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.

## **5.10 Overtime**

All employees, including part-time and students, shall be paid at the rate of time and one-half for all time worked in excess of the weekly hours, days per week and hours per day, as set out in sub-section (5.04) of this Article, 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 scheduled by seniority up to a maximum of 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 scheduled by seniority up to a maximum of twenty-four hours in three (3) work days.

- 3) Hours of work in excess of the above (points 1 and 2) to a maximum of the basic work week, shall be offered by seniority and shall be voluntary.
- 4) If sufficient employees are not available, hours of work 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 they have 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 works 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.

If an employee is required to work more than one (1) hour overtime, they 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.

## **5.11 Shift Work**

### **(1) Premium**

For the employees hired prior to May 16, 1991, 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.

If there is mutual agreement for a period of less than ten (10) hours (but no less than eight (8) hours) between shifts, the employee shall not be entitled to time and a half.

## **(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 Article 5.01 (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.

#### **(4) 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, the Union and the Employer shall meet to determine a method of solution.

#### **(5) Shift Premium Where Night Shopping is in Effect**

For the employees hired prior to May 15, 1991, 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.

## **5.12 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.

### **5.13 Invoices and Records**

No employee shall be permitted to take invoices or any other records away from the premises. Any employee who violates this sub-section shall be disciplined by use of the same penalties set out in sub-section (5.03) of this Article respecting the recording of all time worked.

## ARTICLE 6 – WAGES

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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.

### Clerk 1 Employees

Clerk 1 employees who are not above grid at ratification will be paid according to the following table:

Accumulated Hours Worked	Ratification		January 1, 2023		January 1, 2024	
	F/T	P/T	F/T	P/T	F/T	P/T
0 to 520	\$17.34	\$17.34	\$17.59	\$17.59	\$17.84	\$17.84
521 to 1040	\$17.39	\$17.54	\$17.64	\$17.79	\$17.89	\$18.04
1041 to 1560	\$17.80	\$18.12	\$18.05	\$18.37	\$18.30	\$18.62
1561 to 2080	\$18.63	\$19.11	\$18.88	\$19.36	\$19.13	\$19.61
2081 to 2600	\$19.46	\$20.10	\$19.71	\$20.35	\$19.96	\$20.60
2601 to 3120	\$20.27	\$21.07	\$20.52	\$21.32	\$20.77	\$21.57
3121 to 3640	\$21.08	\$22.04	\$21.33	\$22.29	\$21.58	\$22.54
3641 to 4160	\$21.87	\$22.99	\$22.12	\$23.24	\$22.37	\$23.49
4161 to 4680	\$22.66	\$23.94	\$22.91	\$24.19	\$23.16	\$24.44
Over 4680	\$24.64	\$26.05	\$24.89	\$26.30	\$25.14	\$26.55

Clerk 1 employees who are above grid at ratification will receive the following increases to their base rate:

- \$1.00/hour at Ratification
- +\$0.25/hour at January 1, 2023
- \$0.25/hour at January 1, 2024

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.

### All Other Clerks

Hours	June 5, 2022	June 1, 2023	June 1, 2024
Entry	\$16.15	\$16.35	\$16.55
1040	\$16.65	\$16.85	\$17.05
2080	\$17.25	\$17.45	\$17.65
3120	\$17.85	\$18.05	\$18.25
4160	\$18.45	\$18.65	\$18.85
5200	\$18.65	\$18.85	\$20.05
6240	\$18.85	\$19.05	\$19.25
7280	\$19.05	\$19.25	\$19.45
8320	\$19.25	\$19.45	\$19.65
9360	\$19.50	\$19.70	\$19.90
10400	\$19.75	\$19.95	\$20.15
11440	\$20.00	\$20.20	\$20.40
12480	\$20.50	\$20.70	\$20.90
13520	\$21.00	\$21.20	\$21.40
14560	\$22.00	\$22.20	\$22.40

For clarity, employees will move to new rates as per their accumulated hours of continuous service with the Employer and its predecessor. Any employee whose rate of pay at ratification is greater than required by the above grid will be red-circled until they receive the next rate increase in accordance with the above grid.

### **Meat Cutters**

<b>Accumulated Hours Worked</b>	<b>June 5, 2022</b>	<b>January 1, 2023</b>	<b>January 1, 2024</b>
	<b>F/T</b>	<b>F/T</b>	<b>F/T</b>
0 – 1040	\$21.23	\$21.48	\$21.73
1041 – 2080	\$22.82	\$23.07	\$23.32
2081 – 3120	\$24.41	\$24.66	\$24.91
3121 – 4160	\$26.00	\$26.25	\$26.50
4161 – 5200	\$27.60	\$27.85	\$28.10
Over 5201	\$29.81	\$30.06	\$30.31

### **Meat and Deli Manager**

<b>June 5, 2022</b>	<b>January 1, 2023</b>	<b>January 1, 2024</b>
\$32.92	\$33.17	\$33.42

### **Cost of Living Clause**

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



If the CPI increase exceeds three percent (3%) then the Employer shall pay employees at top rate in Production Clerk and Specialty Department Clerk classifications one half cent (\$0.005) per hour paid for each one-third of one percent (.333%) that the CPI increase exceeds three percent (3%). In all other classifications, the Employer shall pay employees at top rate of their classification one cent (\$0.01) per hour paid for each one-third of one percent (.333%) that the CPI increase exceeds three percent (3%).

Hours paid shall mean the hours paid in the fifty-two (52) weeks prior to March 28, 2004.

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

### **Calculation CPI Increase Comparison**

<b>Date</b>	<b>Hours Paid Calculation</b>
April 2005 March 2005 vs. March 2004	52 weeks prior to March 27, 2005
April 2006 March 2006 vs. March 2005	52 weeks prior to April 2, 2006
April 2007 March 2007 vs. March 2006	52 weeks prior to April 1, 2007
April 2008 March 2008 vs. March 2007	52 weeks prior to March 30, 2008

\*B.C. CPI as supplied by Statistics Canada

Example for April, 2005:

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

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

## **Retroactive Pay**

Retroactivity is to be calculated on the basis of straight time rates for all hours worked. For the purposes of Article 8.02 and 8.04, "regular straight time earnings" shall be calculated at the new regular hourly rate of pay.

### **6.01 Meat/Deli/Seafood Clerks**

- (1) Meat/Deli/Seafood Clerks shall be paid seventy cents (\$.70) per hour for all time spent stocking freezer cases. Any time less than a thirty (30) minute continuous period shall not be applicable.
- (2) Meat/Deli/Seafood 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.

## **6.02 Head Meat Cutter Relief, Delicatessen Manager Relief and Seafood Manager Relief**

An employee who is designated to assume the responsibility of a Head Meat Cutter, during their absence, shall receive the Manager's rate of pay.

An employee who is designated to assume the responsibility of a Deli Manager shall receive the Manager's rate of pay for each full eight (8) hour shift.

An employee who is designated to assume the responsibility of a Seafood Manager, during their absence, shall receive an additional eighty cents (80¢) per hour.

The above premiums shall also be paid for a minimum of eight hours per day on the days when the Head Meat Cutter, Delicatessen Manager or Seafood Manager is not scheduled to work. If these shifts are assigned to an employee who is already receiving eight hour shifts, there will be no requirement to schedule an eight hour shift for another employee.

### **6.03 Seafood Department**

In a store where there is no Seafood Department, all fish work shall be assigned from the Meat Department.

If a Seafood Department is introduced in a store where seafood work is currently performed by Meat Cutters, the Meat Cutters who lose hours of work as a result of the transfer of seafood work into the new department can claim those hours at their Meat Cutters rates of pay. New hours created as a result of a Seafood Department can only be claimed by Meat, Deli and Seafood Clerks.

All Seafood Department Manager relief work shall be assigned from the Meat Department.

### **6.04 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-two dollars (\$22.00) per week or one dollar and eighteen (\$1.18) per hour for time during which he relieves the Head Meat Cutter, whichever is the greater.

Commencing July 3, 1988, the twenty-two dollars (\$22.00) shall become twenty-three dollars (\$23.00), and one dollar and eighteen cents (\$1.18) shall become one dollar and twenty-one cents (\$1.21).

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-one dollars (\$21.00) per week or one dollar and eighteen cents (\$1.18) per hour for time during which he relieves the Head Meat Cutter, whichever is the greater.

Commencing July 3, 1988, twenty-one dollars (\$21.00) shall become twenty-two dollars (\$22.00), and one dollar and eighteen cents (\$1.18) shall become one dollar and twenty-one cents (\$1.21).

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.

#### **6.05 Head Meat Cutter and Deli Manager Additional Compensation**

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

<u>Average Weekly Hours</u>	<u>Compensation</u>
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 – & over	\$12.00 per week

The additional weekly compensation will be based on the average weekly hours worked in the meat department and deli department within the store respectively, by the employees covered by this Collective Agreement, in the previous twelve (12) week 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 or Deli Manager was previously employed, following which, average hours will be based on the new store's operation.

In the event the Head Meat Cutter or Deli Manager 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 or Deli Manager receives the equivalent in other forms of additional compensation that is not required by this Collective Agreement.

## **6.06 New Employees will be Classified According to Previous Comparable Experience**

All employees who notify the employer prior to hiring will receive a credit of fifty percent (50%) of all previous comparable experience in the supermarket/grocery sector. For greater clarity, no credit for previous experience will be granted unless it has been stated by the employee on their application for employment form. The Employer's application form must require candidates to identify prior experience, with details of location and duration of employment.

Journeyman Meat Cutters shall be paid a minimum start rate of eighty-five percent (85%) of the top Journeyman rate of pay.

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.

## **6.07 Regular Bi-Weekly Pay Day**

There shall be a **REGULAR BI-WEEKLY PAY DAY**, and each employee shall be provided with a statement showing earnings and deductions for the pay period covered.

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

If the employer implements bi-weekly payroll and direct deposit options, it shall be no earlier than three (3) months after ratification.

Subject to the introduction of a new payroll system, the Company shall provide a detailed breakdown of pay and premiums as required by the Employment Standards Act. If possible, in conjunction with the new payroll system, current ATO accumulation and sick leave accumulation shall appear on the employee's payroll statement. Where possible, the Company will offer Direct Deposit/Electronic Funds Transfer for employees which may include the ability for multiple transfers.



## **6.08 Jury and Witness Duty Pay and Leave**

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 the employee for jury or witness service and the amount the employee 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 their 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.

## **6.09 Tools**

The Employer will make provisions for the sharpening and maintenance of tools. The Employer will provide all necessary tools.

## **6.10 Travelling Time**

### **Transfers**

#### **(1) Temporary**

While an employee is transferred or moved to another store during their work shift, they shall be paid for all time spent en route from one store to another and will

be paid bus fare if using bus transportation, or they will be paid mileage if they use a car. Mileage shall be paid in accordance with the Company's travel policy.

When an employee is transferred or moved to a store outside the area covered by this Agreement at the Employer's request, they shall receive mileage in accordance with the Company's travel policy, under a time allowance (at straight time rate). For the Lower Mainland and Vancouver Island areas, the mileage and permitted time as an allowance are agreed to be as follows:

### **LOWER MAINLAND**

Vancouver – Chilliwack:

195 km return                      2 hours per day

Vancouver – Abbotsford:

130 km return                      1-1/2 hours per day

Vancouver – Mission

145 km return                      1-1/2 hours per day

Vancouver – Haney

80 km return                      1 hour per day

Vancouver – Langley

80 km return                      1 hour per day

### **VANCOUVER ISLAND**

Victoria – Duncan

115 km return                      1-1/2 hours per day

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 their destination with all reasonable dispatch,
- iii) The method of transportation shall be selected by the Employer.

If it is decided the employee will use their private car, they will receive an allowance for travel in accordance with the Company's travel policy, to their 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 en route to their 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.

### **6.11 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.

### **6.12 Funeral and Bereavement Leave**

All family members listed in this article shall include "step" family members. For example, father also includes step-father.

In the event of the death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, or any relative living in the household of the employee, the Employer will grant up to a maximum of three (3) paid days compassionate Leave of Absence to be taken at time of bereavement

and/or time of the funeral subject to the conditions below.

In the event of the death of spouse, father, mother, brother, sister or child, the employee shall be entitled to one (1) week's leave of absence with pay at the time of bereavement and/or time of the funeral subject to the conditions below.

The leave outlined above may be split to allow the employee to attend the funeral services in the following manner:

- if the service is in the GVRD then they will receive one (1) day for the date of the service.
- if the service is outside the GVRD but less than two hundred and fifty (250) kms away they will receive two (2) consecutive days, one (1) day for travel and one (1) day for the service, or;
- if the service is outside the GVRD and more than two hundred and fifty (250) kms away they will receive three (3) consecutive days, one (1) day for the service and one (1) day before the service and after the service for travel.

The purpose of this clause is to ensure that no employee loses any pay due to any of the above days falling on an employee's scheduled day of work.

An employee's day off will not be used to circumvent funeral leave provisions. This leave may be extended for up to five (5) days by using vacation time, ATO, and/or other unpaid leave.

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

### **6.13 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.

### **6.14 Apprentices - Indentured**

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

## 6.15 Meat Cutter Apprenticeship Program

- 1) The Employer and the Union may 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:

Category	Education/Training	Probationary Period
(a)	VCC or equivalent training or a minimum of six (6) months' comparable experience	Two (2) calendar months from the date of commencing work in the bargaining unit
(b)	No previous training or less than six (6) months' comparable experience	Four (4) calendar months from the date of commencing work in the bargaining unit

- 4) Apprentices hired after ratification who have already completed the Provincial Training Course in Retail Meat Cutting shall receive full credit for the duration of the course for the purpose of determining wages.
- 5) The Meat Cutter apprenticeship shall be thirty-six (36) months or six thousand two hundred and forty (6240) 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**

Hours	Percentage of the Journeyperson Rate of Pay
0 to 1040	50%
1041 to 2080	60%
2081 to 3120	65%
3121 to 4160	75%
4161 to 5200	85%
5201 to 6240	95%
OVER 6240	100%

- 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 may 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 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 Store assignments and hours of work of all Apprentices.
- 13) Journeyperson Meat Cutters and Meat Cutter Apprentices shall be on a common seniority list as specified in Article 13.
- 14) 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.
- 15) Where possible, Meat Cutter Apprentices with less than six (6) months' experience must work under the supervision and direction of a qualified Journeyperson Meat Cutter.
- 16) 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 Article 15 of this Agreement. Complaints respecting individual Apprentices will be resolved through the normal grievance procedures.
- 17) 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 Journeyperson Meat Cutter.

## **6.16 Apprenticeship (Meat & Deli Clerk Right To)**

Meat/Deli/Seafood 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 four hundred and eighty (480) hours of actual work and during such trial period shall retain their 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.

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

Meat/Deli/Seafood Clerks who transfer to the Apprenticeship Meat Cutter Program will not suffer a reduction in pay due to this transfer. They will slot into the respective wage level on the corresponding scale. Any Meat, Deli or Seafood Clerk exercising this option must work a minimum of four thousand one hundred and sixty (4160) hours before gaining top rate. Their rate of pay, however, shall be increased by twenty-five percent (25%) of the difference in rates every one thousand and forty (1040) hours.

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.

## **6.17 Meat, Deli, Seafood (MDS) 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 MDS 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 MDS Clerks 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 MDS 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 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 they

wish 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, at the time when the written notice of reduction is received, request this cross-training and be cross-trained in accordance with their seniority along with those employees who have requested such training in the initial sixty (60) day period specified in the second paragraph above. The decision to be cross-trained must be made within one week of receiving the written notice of reduction. This option shall be specified on the reduction notice.

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 Company Seniority List will be updated to reflect the training each MDS Clerk has received. If a MDS Clerk has been trained in an area but has opted not to work in that area, such training need not be reflected on the Company Seniority List.

## **6.18 Dual Classification**

To minimize lay-off(s) and or reduction(s) in hours, full-time reduced employees in the Meat Cutter

classification shall be given first consideration for available hours in the Meat and Deli Clerk classification, at the Meat and Deli Clerk rate of pay over new employees hired after the date on which the Meat Cutter has advised the Employer in writing that they wish to work such hours. Available hours shall only be in the employees permanent store, or Float Staff. 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.

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 Article 8.01.

## **ARTICLE 7 – RETAIL MEAT INDUSTRY PENSION PLAN**

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- 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.

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

**7.03** The Employer and the Union agree to the original method of selection of Employer and Union Trustees to administer the Plan. It is agreed that the terms of the Plan and its administration shall be entirely the responsibility of these original Trustees or their valid replacements, provided that the Plan is administered consistently with this Collective Agreement, subject to



any applicable government law or regulation and with the intention of meeting all the requirements for continued registration under the Income Tax Act of Canada. Subject to the foregoing, the Employer and the Union agree to be bound by the actions taken by the Employer and Union Trustees under the Plan.

LTD benefits and eligibility for LTD benefits ceases at age sixty (60) or earlier if the UFCWUPP allows an earlier unreduced retirement benefit.

## **UNITED FOOD AND COMMERCIAL WORKERS UNION PENSION PLAN**

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

- i) Effective January 1, 1999, participation in the Plan and Trust will be through a separate Division (Triwest Foods Ltd.) as provided for under the Plan and Trust as follows:
  - a) All contributions payable to the Plan and Trust pursuant to this Collective Agreement subsequent to the date set forth above shall be credited to the Triwest Foods Division, except as provided below:
  - b) Subsequent to the transfer to the Plan and Trust of the assets and liabilities of the Retail Meat Industry Plan and Trust as contemplated by this Agreement the Union and Employer will request the Trustees of the Plan to allocate to the Triwest Foods Division the liabilities for accrued benefits in respect of active and disabled employees subject to the Collective Agreement, and retired and terminated vested employees who were subject to the Collective Agreement at their

retirement or termination, along with a pro-rata share of the assets of the Local 247 Division of the Trust in which they will have accrued benefits. Such allocation to be carried out as of January 1, 1998 on terms and conditions to be established by the Trustees on the advice of the Plan actuary.

- ii) Under the terms of the Plan and Trust, provision is to be made for a Retirement Committee with equal representation from the Employer and any Unions in such Division, with responsibility for the separate Division of the Plan and Trust described above.

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

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

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

<b>Age Last Birthday</b>	<b>Percentage</b>
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 thirty (30), forty (40) and fifty (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 December 28, 1997 who is subject to the Collective Agreement and each future employee who becomes subject to the Collective Agreement from the date they are first employed except for:

1. employees who are disabled on December 27, 1998 and are receiving (or entitled to receive) wage loss benefits under a Weekly Indemnity 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 December 27, 1998 and are receiving (or entitled to receive) wage loss benefits from WCB as long as they continue to be disabled and entitled to such benefits;
3. employees who are absent from work at December 27, 1998 as a result of 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.

- b) By the Employer - the percentage set forth below of the Earnings of each participating Employee. The percentage applicable shall be as follows:

<b>Date</b>	<b>Percentage</b>
December 27, 1998	5%
December 31, 2000	6%
December 30, 2001	7%
March 30, 2003	8%
December 30, 2007	8.75%
December 28, 2008	9%

- c) Employee and Employer contributions, along with a list of the participating Employees for whom they have been made, shall be forwarded by the Employer to the Trust Company or other financial institution designated by the Trustees of the Plan to receive these and shall do so not later than twenty-one (21) days after the close of each of the Employer's four (4) or five (5) week accounting periods. These listings shall be prepared in alphabetical order and shall show for each participating Employee:

- 1) their Earnings;
- 2) the Employee contribution deducted from the Earnings;
- 3) the Employer contribution made in respect of the participating Employee;
- 4) the date they became an Employee if they first became a participating Employee in the Employer's four (4) or five (5) week accounting period;
- 5) the date they ceased to be an Employee and the reason for cessation if they are no longer a participating Employee at the end of the Employer's four (4) or five (5) week accounting period.
- 6) such other data as the Trustees indicate they require for the administration and operation of the Plan.

## **GENERAL**

- i) It is agreed and understood that the Plan and Trust shall not require the Employer to guarantee the benefits or assure its solvency.
- ii) The Employer agrees to be bound by the terms and conditions of the Trust Agreement, which governs the Plan

and Trust, and carry out the duties and obligations of an Employee thereunder.

- iii) The Plan and Trust is and will continue to be registered under the Income Tax Act and the B.C. Pension Benefits Standards Act.
- iv) It is understood and agreed that with respect to the operation of the Triwest Foods Ltd. to which contributions are payable pursuant to this agreement, except for any unfunded actuarial liabilities which exist or are created effective as of January 1, 1998, no unfunded actuarial liabilities will be created by making Plan improvements in respect of accrued benefits as of the date an improvement is to be made.
- v) Effective on the date of ratification and continuing until December 26, 1998, the Employer agrees to contribute to the UFCW Local 247 Division of the Plan at the level set forth in the Collective Agreement which was first effective in 1996.

## **ARTICLE 8 – SICK LEAVE BENEFITS & W.C.B.**

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### **8.01 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 they first fail 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) Payout**

Employees who retire on pension, or who voluntarily terminate their employment with the Employer, or who are permanently laid off from their employment with the Employer, shall upon 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 twelve (12) days (ninety-six (96) hours), as of December 31, 1983 and on each December 31st thereafter, shall receive a cash payout to a maximum of six (6) unused sick leave days (forty-eight (48) hours), provided no employee's sick leave bank shall fall below twelve (12) days (ninety-six (96) hours), as a result of a cash payout. Eligible employees shall receive a cash payout prior to January 31st of each year.

Employees, if found abusing the privileges of this Article, 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.

## **8.02 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 their regular hourly rate of pay and what they receive 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 their regular hourly rate of pay and what they receive 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 coverages, ceases W.C.B. benefits, or denies benefits and the employee contends the disability is compensable, 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 Article 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 they are required to perform is excessive or will result in injury to them, the question shall be referred to Article 15 of this Agreement.

### **8.03 Return from Leaves**

In a multiple Store Bargaining Unit, any employee who works in a Home Store and is absent from work for a period of one (1) year or less under the terms of the Collective Agreement, specifically W.I., W.C.B., Maternity Leave, Parental Leave, Educational Leave, or L.O.A. shall return to the store from which their leave commenced, unless an alternate location is required to facilitate a rehabilitation program.

## **8.04 Rehabilitation Program**

Where an employee on Group Insurance, L.T.D., or W.C.B. benefits is disabled from performing their 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 Article 9.06).

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.

## **8.05 Health, Safety, Education and Training Fund**

Effective April 7, 2002, the Employer shall remit monthly contributions to the above fund on the basis of ten cents (\$0.10) per hour, multiplied by the number of hours remitted to the Dental Care Plan and the number of actual hours worked by the Junior Meat Production Clerks and Junior M/D/S Clerks.

## **8.06 Store Health and Safety Committees**

The Employer agrees to maintain Health and Safety Standards as set forth in the Workers' Compensation Board Health and Safety Regulations. A member of the bargaining unit shall be elected by employees in the store or shall be appointed by the union to each Safety

Committee. Health and Safety Committees to be properly delegated and activated.

## **ARTICLE 9 – HEALTH AND WELFARE PLAN**

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### **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 they have qualified under the thirty-two (32) hour eligibility rules below with a minimum of thirteen (13) consecutive weeks' service.

For full-time employees reduced by the Employer to part-time and not laid off, full coverage, regardless of hours worked, shall be maintained in accordance with Article 9.01, and Group Life Insurance shall be the amount specified in Article 9.03. 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 Article 13.08 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 Article 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 Article 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, they would become eligible for the benefit package on May 1st.
- 2) If an employee fails to meet the eligibility test, they will continue to be eligible for three (3) months. At that time, they 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 they become eligible again, benefits will be re-instated.



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 Article 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.

Enrolment 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.

### **9.01 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 enrolment 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 Article 9, shall include the following benefits:

- (i) Prepaid Drug Plan with no deductible.
- (ii) Eyeglasses and contact lenses, to a maximum of three hundred dollars (\$300.00) per person every two (2) years. Also applies to Employee's dependants on a yearly basis.
- (iii) Hearing Aids to a maximum of three hundred and fifty dollars (\$350.00) per person once every four (4) years.
- (iv) A combined calendar maximum of one thousand dollars (\$1,000.00) for Physiotherapy and Massage services.

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.

## **9.02 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 their entitlement. Similarly, when payments are stopped by the carriers, while the employee's entitlement continues, the employee shall be able to claim the amount of their 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 Medical Reports required by the Employer for sick leave or Weekly Indemnity provisions to a maximum of fifty dollars (\$50.00) each.

Effective Sunday after ratification, should an employee receive Weekly Indemnity Benefits as the result of an accident and they subsequently receive 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.

### **9.03 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 their 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. An employee will have thirty-one (31) days to make application for conversion and to pay the required premium following termination of insurance.

### **9.04 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 they first fail 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.

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

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

## **9.05 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 Junior Meat Production Clerks and Junior Meat/Deli/Seafood Production Clerks, as determined by the Joint Trustees of the Plan as necessary to maintain the dental benefits contained in the 1971-73 Collective Agreement and incorporated into the British Columbia Retail Meat Industry Dental Care Plan as revised January 1, 1972.

Effective April 1, 1993, the orthodontic limits shall be increased to three thousand dollars (\$3,000.00) for eligible dependents and two thousand, five hundred dollars (\$2,500.00) for members who have not completed their orthodontia as of April 1, 1993.

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

In the event the Government of Canada or the Province of British Columbia provide a non-contributory Dental Care Plan with similar benefits, the Employer's

obligations to continue contributions to the British Columbia Retail Meat Industry Dental Care Plan shall cease. Should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Retail Meat Industry Dental Care Plan and the Employer's 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.

## **9.06 Maintenance of Benefits**

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

The Employer agrees to maintain the 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.

### **W.C.B. Rehabilitation**

In the case of employees on a W.C.B. rehabilitation program covered by Article 8.04, the Employer agrees to maintain benefits for the term of the rehabilitation at the level existing at the date of injury to a maximum of a three (3) month period in addition to the six (6) months set out 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.

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

## **ARTICLE 10 – VACATIONS WITH PAY**

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### **10.01 Vacation Entitlement**

- (1) A **"year of service"** shall mean any period of employment between January 1st and December 31st of the same year and any such period shall be considered one (1) "year of service".

For purposes of paid vacation where the services of an employee are retained by a purchaser of the business, their services shall be deemed to be uninterrupted by the sale or purchase of the business and shall be deemed binding upon the purchaser.

### **(2) Vacation Schedule**

The following vacation schedule shall apply:

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

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

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.

## **10.02 Vacation Pay**

- (1) Vacation pay for vacation provided in Article 10.01 shall be computed on the following basis for each week of paid vacation to which the employee is entitled:

### **Full-Time Employees**

Forty (40) hours pay, or one fifty-second (1/52) of their current calendar year's earnings, whichever is greater.

Any difference owing will be calculated as of December 31st and paid no later than January 15th of the following year.

### **Part-Time Employees**

One fifty-second (1/52) of their previous calendar year's earnings.

Earnings for Employees who have qualified for the thirty-two (32) hour benefit package, described in Article 9, Part-time Employees, subparagraphs 1) and 2), shall include any amounts received from Weekly Indemnity, Long-Term Disability, or Workers' Compensation as calendar year earnings for this clause only. The amounts shall be based on their correct pre-disability average earnings as reported to the insurance company, or Workers' Compensation Board.

Employees who change from full-time to part-time status or vice-versa shall receive vacations and vacation pay in accordance with their status at January 1st of the current year.

Full-time employees absent for two (2) months or more as a result of any leave of absence under Article 11, shall, for vacation purposes, be considered as part-time employees for the calendar year following this leave.

Part-time employees shall have a choice of receiving vacations with pay or an annual payout which shall be paid no later than January 31st provided the employee notifies the Employer in writing of this option on a form supplied by the Employer no later than December 31st of the prior year.

If an employee elects to receive vacations with pay the total weekly vacation pay will be averaged over the number of weeks scheduled. Any balance owed at the end of the year will be paid out no later than January 31st of the following year.

- (2) All employees, who do not otherwise qualify for vacation time as indicated above, will receive two (2) weeks' vacation without pay in the calendar year following their date of hire and shall receive a vacation payout equal to two fifty-seconds ( $2/52$ ) of the employee's earnings in the previous calendar year. This vacation pay shall be paid to the employee within thirty (30) days after the completion of each calendar year.
- (3) Employees whose employment is terminated, or if they terminate and give two (2) weeks' notice in writing to the Employer, shall receive all earned vacation pay, or applicable percentage of earnings, whichever is higher, less any paid vacation taken plus the applicable percentage of earnings for any period since the end of the calendar year and date of termination.

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

### **10.03 Selection Procedure**

Two (2) weeks of an employee's vacation shall be consecutive and shall be selected for the regular vacation period May 15th to September 30th, or the two full consecutive weeks ending no later than December 14th. This can be varied if mutually agreeable to the employee and the Employer.

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

Vacation time shall be selected by all employees by seniority within their classification in the bargaining unit. All vacations selected shall be authorized by the Employer subject to the availability of staff in that classification.

The Company will advise the employees of their entitlement by March 1st.

The employees shall select their appropriate number of weeks with prime vacation period first. When this process is completed the Employer will circulate a vacation schedule showing weeks selected. This must be completed by March 15th. The employees must select their remaining weeks by seniority from any weeks available within their classification. The final selection must be completed by April 1st.

The confirmed selections shall be confirmed to the employees by April 15th.

The Employer will schedule the Sunday after a vacation as an employee's day off. The Employer will endeavour to give employees the Saturday prior to their vacation as a regular day off. Furthermore, the employee's starting time for the first shift upon returning from a vacation shall be written on the schedule prior to leaving on vacation.

Upon the employee's request, subject to the 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).

Employees requesting vacations prior to completion of the selection process shall notify the Employer in writing. Such request will be granted by seniority, subject to the availability of staff in that classification.

All scheduled paid or unpaid vacation must be taken, and may be changed only by mutual agreement between the Employer and the employee. Vacations must be taken in units of not less than one (1) week.

The Company will send vacation listings, as they are completed, to the Union office.

- 10.04** Earned vacation pay shall mean vacation earned in accordance with Subsections 10.01 and 10.02 of this Article prior to the end of the calendar year.
- 10.05** Time spent on vacation shall be counted as time worked for purposes of qualifying for benefits under Article 9.
- 10.06** Full-time employees who wish to receive their vacation pay in advance of the vacation must notify the Employer, in writing, by Saturday of the week prior to the week in which the vacation pay is desired.
- 10.07** If an employee is transferred from one bargaining unit to another in British Columbia, then the employee's

vacation entitlement as defined in this Article shall be transferable. However, vacation selection shall be in accordance with sub-section 10.03.

**10.08** 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 they 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.

## **ARTICLE 11 – LEAVES OF ABSENCE**

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**11.01** For leave of absence of less than four (4) weeks, the employee must pay 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 prepay their M.S.P., E.H.B., H.E.P. and Life Insurance premiums.

Where possible, Employees are to have advance notice of the cost of these benefits before going on leave.

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



## **11.02 Short Term Leave 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.

## **11.03 Extended Leave of Absence**

All employees with four (4) years of continuous service are eligible to apply for an unpaid leave of absence up to twelve (12) months. Employees on the top wage rate shall be eligible for an additional unpaid leave of absence once they have returned to work for twelve (12) months.

## **11.04 Take-A-Break Leave of Absence**

Employees, with two (2) or more years of continuous service, are entitled to apply for Take-A-Break leave of absence up to a maximum of one-hundred and twenty (120) days per year, but not to exceed twenty-four (24) calendar weeks in duration, subject to the following conditions.

1. Application for such leaves must be in writing and subject to the approval of the Store Manager and Human Resources Department. Every effort

should be made to provide as much notice as possible.

2. Requests for Take-A-Break (T.A.B.) Leave of Absence, vacation selections outside of the regular vacation period [Article 10.03] and days off in lieu of statutory holidays occurring during vacations, [Article 10.08] will be granted to all employees provided there is another available employee in the store, or Float 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.

The Employer will send a letter to the Union confirming that any current employee with less than two (2) or more years of continuous service who as of date of ratification 2004 is currently on or has had a request for a TAB approved is red circled for the current TAB.

## **11.05 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.

The following terms and conditions shall apply to such leaves:

1. 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 Human Resources Department at least one 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 procedure above to a maximum of twenty-four (24) consecutive months. After the maximum consecutive months have been taken, the employee must return to work for twelve (12) months before reapplying for additional leave.

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.

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.

## **11.06 Maternity Leave**

1. A pregnant employee who requests leave shall be given an unpaid leave of absence without loss of

seniority or other privileges for a maximum of seventeen (17) weeks, up to eleven (11) weeks prior to the expected delivery date and at least six (6) weeks after the actual delivery date. The employee may choose to delay the commencement of their pregnancy leave, provided they are medically fit to perform the full range of duties of their position. This will not affect the employee's entitlement to pregnancy leave.

2. An employee who requests leave under this Article after the birth of a child or the termination of a pregnancy is entitled up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
3. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, they are unable to return to work when their leave ends under point (1) or (2).
4. All such requests must be submitted in writing at least two (2) weeks prior to the employee's 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.

5. In addition to the pregnancy leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.
6. An employee requesting a shorter period than six (6) weeks after the actual birth to return to work must provide written notice to the Employer of not less than one (1) week before the date the employee proposes to return to work. If required by the Employer, the request must be accompanied by a physician's medical certificate stating the employee is able to return to work.
7. 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.
8. 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.
9. Benefit entitlement for the above leaves shall be as required by the B.C. *Employment Standards Act*.

## **11.07 Paternity Leave**

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

## **11.08 Parental Leave**

- 1) An employee who requests parental leave under this Article is entitled to:
  - a) for a birth mother who takes leave within one (1) year of the birth of a child and in conjunction with maternity leave taken under Article 11.06 up to thirty-five (35) weeks of unpaid leave beginning immediately after the end of the leave taken under Article 11.06.
  - b) for a birth mother who does not take a leave under Article 11.06 in relation to the birth of a child up to thirty-seven (37) weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.
  - c) for a birth father up to thirty-seven (37) weeks of unpaid leave beginning after the child's birth and within fifty-two (52) weeks after that event.

- d) for an adopting parent up to thirty-seven (37) weeks of unpaid leave beginning within fifty-two (52) weeks after the child is placed with the parent.
- 2) If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1) above.
- 3) The employee is required to give the Employer four (4) weeks advance notice in writing of their intention to take a leave under subsection 1 (a) (b) (c). The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to the leave.

### **11.09 Unpaid Extended Parental Leave:**

Employees may request an unpaid leave of absence of up to one (1) year related to the birth or adoption of a child. This leave must commence within one (1) year of the birth or adoption. Application for this leave shall be in writing and provided to Store Management at least one (1) month in advance.

Benefit entitlement for the above leaves shall be as required by the B.C. Employment Standards Act.



## **11.10 Military Leave**

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

## **ARTICLE 12 – MISCELLANEOUS**

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### **12.01 Wearing Apparel**

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

Coats and pants for all meat cutters and uniforms for all Meat, Deli, Seafood Clerks shall be supplied by the company. 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. Employees shall be responsible for laundering shirts and sweaters provided by the Company.

## **12.02 Time Off To Vote**

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

## **12.03 Union Market Cards**

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

## **12.04 Time Off For Union Business**

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

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

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

## **12.05 Discipline Interview – Witness**

Where an employee attends an interview with management for the purpose of receiving a formal discipline report, or for a security interview, the employee shall have the right to a witness of their 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 Article 14.05 or 14.10, the interview shall be temporarily suspended so that the employee may call in a witness of their 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.

## **12.06 Employee Files**

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

Disciplinary reprimands and suspensions which predate twelve (12) months of continuous discipline-free employment shall not be used in any disciplinary action after that time. Notwithstanding, disciplinary warnings, reprimands and/or suspensions dealing with violence/ harassment shall not be subject to this clause.

## **12.07 Store Visits of Union Representatives**

Duly authorized Union Representatives shall be entitled to visit the store for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. When entering a store, the Union Representative shall identify themselves to the Store Manager, or in their 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 Article 15 of this Agreement. It is understood that the Union Representative may attempt to resolve problems through the Store Management prior to implementation of Article 15.

## **12.08 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 their place of work.

## **12.09 Human Rights**

Both the Employer and the Union endorse the principles outlined under the *B.C. Human Rights Act*.

The Employer recognizes the right of employees to work in an environment free from racial and/or sexual harassment. Where an employee alleges that harassment or discrimination has occurred on the job, the employee shall have the right to grieve under the Collective Agreement. Where an allegation of harassment has been received by the Employer, it will be investigated on a priority basis. The Employer and the Union agree that their respective policies on discrimination and sexual harassment be available and accessible to all employees.

## **12.10 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.

## **12.11 Shop Stewards**

The Employer and the Union agree to recognize a Chief Shop Steward as determined by the Union.

- (1) Shop Stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such 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 Articles 15 and 16 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, they will first notify the Manager.
- (5) It is agreed that the Shop Steward and the designated representative of the Employer will

make every effort to resolve complaints and grievances as quickly as possible.

- (6) It is also agreed that as far as possible, the handling of complaints and grievances will be confined to such times as will not interfere with the operation of the department or service to customers.
- (7) Each of the Employer's stores shall be limited to one (1) Shop Steward and a Relief Steward.
- (8) Shop Stewards may introduce new members to the Union, on their own time, to present membership cards for signature.
- (9) Transfers shall not be used to discriminate against Shop Stewards.

## **12.12 Deemed Time Worked**

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

## **12.13 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 Article 16 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 any displacement as the Arbitration Board feels reasonable;
  - v) that the matter be referred to the Labour Relations Board under Section 77 of the Labour Code of British Columbia.
- (3) The Employer will give to the Union, in writing, at least ninety (90) days' notice of any intended technological change that:
- i) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and
  - ii) alters significantly the basis upon which the Collective Agreement applies.

#### **12.14 Policy Bulletins**

Copies of Company policies shall be sent to the Union Office.

#### **12.15 Polygraph Tests**

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

#### **12.16 Charitable Donations**

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

#### **12.17 Lockers**

The Employer shall continue to 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 employees' clothing and personal effects.

#### **12.18 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.

## **12.19 Lunch Rooms**

When the Company requires the use of the lunch room, they will provide an alternate area for employees' to utilize.

## **ARTICLE 13 – SENIORITY**

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**13.01** 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.

Continuous service shall include strikes, lockouts and all leaves of absence from work pursuant to the Collective Agreement. Employees shall retain and continue to accrue seniority during such absences.

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.

Full-time employees transferred out of the area of this Collective Agreement will resume their seniority rights in the area up to their original date of transfer if transferred back to the area within twelve (12) months. Should such employees subsequently be reduced to part-time within a period of twelve (12) months from the original date of transfer, they will have the right, upon notifying the Employer in writing, to return to the bargaining unit area in which they have seniority rights.

The above shall also apply to employees who are promoted or assigned to a non-union retail management position. However, no more than one (1) employee per calendar year shall qualify for this leave unless mutually agreed between the Union and the Employer and employees on this leave shall not lose nor accrue seniority.

### **13.02 Seniority Lists**

Separate seniority lists shall be established for each of the four (4) following groups, and applicable to the bargaining units:

- (1) Meat Cutters (including Head Meat Cutters, Assistant Head Meat Cutters and Apprentices).
- (2) Meat/Deli and Seafood Clerks.
- (3) Meat Production Clerks.
- (4) Meat/Deli/Seafood Production 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 Article 13.11(3)(iii).

### **13.03 Full-Time Status**

A full-time position shall exist for all purposes of the Collective Agreement when an employee has worked an average of 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 seniority. It is understood and agreed that available hours on the Float Staff are not considered to be replacement hours. 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.

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 Article 5.07.

If it is determined that a full-time position exists, such position shall be offered to part-time employees on a seniority basis. 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 seniority.

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 Article 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 Article 9 without regard to the hours being worked by the reduced full-time employee.

Notwithstanding the above, full-time positions shall be deemed to exist as a result of full-time employees retiring or otherwise leaving the Company. Such positions shall immediately be filled on a seniority basis.

#### **13.04 Float Staff**

- i) The Employer shall use a "Float Staff" to staff part-time regularly scheduled hours and relief hours. Seniority shall govern for assignment of hours.
- ii) The Employer will endeavour to schedule, by seniority, the maximum number of days in a week for Float Staff to a single store. It is recognized that the need for relief assignments to properly staff the Meat Department will be considered first.

**13.05** The area for the purpose of applying seniority shall be the bargaining unit as described in Article 2.

#### **13.06 Right of Grievance**

It is understood the provisions of this Article are subject to Articles 15 and 16 of this Agreement.



Any full-time or part-time employee who is laid off or fails to receive hours of work to which they are entitled to according to the provisions of this Article shall be compensated for the hours involved in any such violation at their 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 Article as soon as it is known by the employee.

### **13.07 Lay-Offs, Reductions of Hours of Work and Recall of Full-Time Employees**

- (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.

A Head Meat Cutter, Deli Manager or Seafood Manager who is demoted or steps down shall only remain full-time if their seniority allows it.

Full time employees who are reduced to part-time by the Employer, laid off, or no longer a Head Meat Cutter, Deli Manager or Seafood Manager, shall be scheduled hours by seniority within their classification.

Future Head Meat Cutter, Deli Manager and Seafood Manager appointments shall be made from the bargaining unit, provided qualified personnel are available. These positions are not subject to claim for hours by other employees.

- (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) Notwithstanding Article 13.02, to minimize layoff(s) and/or reduction(s) in hours, full-time employees shall have the option to exercise seniority to claim hours in any classification over employees hired after May 15, 1991. Such employees shall claim hours in the following order:
  1. In their classification.
  2. In other classifications as per a) and b) below:

Employees working a combination of Meat Cutter and Meat/Deli/Seafood Clerk hours shall maintain all benefits based on the total hours worked between the two classifications. The A.T.O. shall

be calculated on the basis of the Meat/Deli/Seafood Clerk rate plus fifty percent (50%) of the difference between the Meat/Deli/Seafood 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 under this Article of the Collective Agreement in a classification other than their 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) An M/D/S Clerk exercising seniority in the Meat Cutter classification for non-shared duties shall be reclassified as a Meat Cutter Apprentice under Article 6.18.
- b) A Meat Cutter may change their classification to M/D/S Clerk in their own bargaining unit, in which event, they shall retain their Meat Cutter seniority date on the M/D/S 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 employee's 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.

Reduced full-time employees who do not exercise their claim to hours under this Article at the time of reduction can do so at a later time. In the event a reduced full-time employee later elects to claim hours under this Article, the Employer shall make adjustments to the schedule as quickly as possible but no later than one (1) full week after the employee has provided the Employer with written notification of their desire to exercise rights under this Article.

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.

Key personnel who are demoted or step down can use this Article only if they have sufficient seniority to remain full-time in accordance with Article 13.07 (2).

Employees who choose to claim hours under this Article of the Collective Agreement do so subject to the following conditions:

- (a) The employee is locked into hours claimed for a one (1) week period from Saturday midnight through to 11:59 p.m. the following Saturday;
- (b) The lock is effective at the end of the work shift of the scheduler on the Thursday prior;
- (c) The Employer retains the right to reassign and reschedule the employee for hours in their own classification subject to the provisions of the Collective Agreement.

## **(5) Employment in Other Bargaining Units**

Upon request, in writing, employees on the full-time seniority lists who are laid off shall be given first consideration for employment in other bargaining units before any new employees are hired in any other bargaining units.

**13.08** 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 they are 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, they shall exchange their seniority with the next employee on the list who is immediately available for employment, until they are recalled, at which time they shall resume their original seniority status. If they do not report in one (1) calendar week from date of recall without proper or sufficient reason, they shall be dropped from the seniority list.

The employee shall keep the Company informed of their 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.

### **13.09 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.

### **13.10 Counter Ready Meat Impact Programs**

The following programs are to be made available on an on-going basis to UFCW Local 247 members on the payroll as of the date of ratification, 2004, in order to provide them a severance package in proportion to

hours lost in the Bargaining Unit as a result of a pending or actual introduction of Counter Ready product.

Counter Ready product is defined as any product which is introduced in a form which is substantially ready for sale. This program shall apply to pre-ratification 2004 employees who are in the Meat Cutter and Meat/Deli/Seafood Clerk classifications when it is projected that hours of work will be lost due to a planned introduction of this product or if hours of work have been lost as a result of the gradual and cumulative introduction of product which as of date of ratification 1997 is produced or handled in-store by Bargaining Unit employees.

An employee who has not been cross-trained shall immediately upon request be given cross-training if it is required to maintain the employee's hours of work.

The Employer and the Union shall establish a Counter Ready Joint Labour Management Committee to monitor the implementation of Counter Ready Meat. The committee shall have equal representation from the Employer and the Union.

The program is as follows:

**1) Projected Impact**

In projecting the expected impact of a planned introduction, the joint Labour Management



Committee shall rely on the studies which are accepted within the Industry.

Notwithstanding the best efforts of the parties, it is the actual result of the implementation which shall govern the extent of the severance packages. Therefore, the projected impact shall be adjusted by the actual reduction in hours to eligible employees arising from the introduction of the product.

## **2) Cumulative Impact**

The Joint Labour Management Committee shall monitor and track all cumulative losses of hours or work due to the introduction of this product.

## **3) Baseline**

The average hours worked in the Meat Cutter and Meat/Deli/Seafood classifications by each part-time employee during the previous fifty-two (52) weeks shall be used as the employee's baseline for the minimum impact.

## **4) Formula**

The formula for determining the number of severance packages which will be made available by department is the projected loss of hours per week or actual hours per week lost divided by

thirty-six (36) hours. Any fractional amount shall be applied to future losses of hours.

## **5) Offering of Severance Packages**

Each full severance package shall be made available to eligible employees who wish to voluntarily terminate their employment. Each package shall be allocated to the Department where the hours are lost or are projected to be lost. Bargaining Unit seniority shall determine who receives the severance packages.

## **6) Voluntary Severance Packages**

These packages shall be offered to employees who choose not to accept another job in the Company that may be offered to them at the rate of pay for that job, before proceeding to point #7:

### **i) Full-time Employees**

For full-time Meat Cutters and Meat/Deli/Seafood Clerks in the Bargaining Unit, the following incentive will be made available to those employees who wish to voluntarily terminate their employment:

- a) A lump sum payment to a maximum of thirty-eight thousand dollars (\$38,000) as per Schedule I.

## **PLUS**

A lump sum payment to a maximum of ten thousand dollars (\$10,000) calculated as follows:

If the sum of an employee's age and service exceeds fifty (50), an additional amount of one thousand dollars (\$1,000) will be paid for each year by which the sum exceeds fifty (50) to a maximum of ten thousand dollars (\$10,000).

### **ii) Part-time Employees**

Part-Time Meat Cutters and Meat/Deli/Seafood Clerks who wish to voluntarily terminate their employment shall receive a lump sum payment based on their average weekly hours as per the attached Schedule I. The average weekly hours shall be their average weekly hours paid for the fifty-two (52) weeks ending prior to impact date or the fifty-three (53) week year ending January 4, 2003, whichever is greater.

The number of employees eligible for voluntary termination will be in proportion to the impact using full-time equivalent jobs.

**Example:** If two full-time equivalent severance packages are available at a total of

seventy-two (72) hours and if three senior employees who elect the severance pay have averaged twenty-four (24) hours per week as determined in point 2 above, then each employee shall receive one package based on twenty-four (24) hours.

## **7) Severance Pay for Affected Employees**

Should the number of employees taking advantage of the voluntary severance packages in #6 above not be sufficient to adjust the labour force to meet the requirements of Counter Ready and Case Ready Product and a lay-off or reduction of hours occurs, the following shall apply for the affected employees:

### **i) Full-time Employees**

Laid off full-time Meat Cutters and/or Meat/Deli/Seafood Clerks shall receive severance pay consisting of one (1) week's pay for each full year of consecutive service in UFCW Local 247 Bargaining units to a maximum of twenty-six (26) weeks. A week's pay shall be the employees' regular rate times forty (40) hours.

Should a full-time employee be reduced to part-time as a result of the introduction of Counter Ready Product and subsequently resign their position or not accept the

severance package at the time of lay-off, the above package shall be paid immediately upon the employee tendering their resignation within the twelve (12) month recall period.

## **ii) Part-time Employees**

Part-time Meat Cutters or Meat/ Deli/Seafood Clerks who are laid off as a result of the introduction of Counter Ready Product shall receive one (1) week's pay based on their average weekly hours paid for the fifty-three (53) week year ending January 4, 2003 for each full year of service in a UFCW Local 247 Bargaining Unit.

Should a part-time employee be laid off as a result of the introduction of Counter Ready Product and not accept the severance package at the time of lay-off and subsequently resign their position, the above package shall be paid immediately upon the employee tendering their resignation within their recall period.

### **13.11 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.

- (2) Employees may exercise their seniority in all stores within the bargaining unit. 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) (i) Within thirty (30) days of commencing employment, every part-time employee will inform the Employer, in writing, on a form (see Appendix I) 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 their 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 their 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.

- (3) (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 Float Staff, and receive hours in accordance with their seniority. When reductions in hours occur according to (13.10) (1) of this Article, the restriction letters will in no way affect the provisions of this Section.

Employees who revert to part-time under (13.11) (4) of this Article 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, except Students, 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.

### **(3) (iii) Student Seniority**

Subject to 13.11(3) (i) and (ii) above, students attending school and on school vacations will be considered as students until completion of their schooling. Students shall inform the Store Manager and Human Resources Department in writing at least four (4) weeks prior to school commencing, which indicates the date that school commences, and attach a



note which states class days/times. The Employer will not assign shifts that conflict with class times.

Available hours for students shall be scheduled according to their seniority and availability.

The student is responsible for advising the Company in writing of their last day of school. This must be done four (4) weeks prior to the date that school finishes, so that the Company has notice in advance of the schedule being written. The Company will not be required to rewrite schedules when this advance notice is not provided.

- (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

they are 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, they shall exchange their seniority with the next employee on the list who is immediately available for employment, until they are recalled, at which time they shall resume their original seniority status. If they do not report in one (1) calendar week from date of recall without proper or sufficient reason, they shall be dropped from the seniority list.

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

- iv) The employee is capable of performing the work.
  - v) 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 13.10 can be amended during the life of the Collective Agreement by mutual agreement of the parties.

### **13.12 Head Meat Cutter Revert to Journeyperson Status**

Upon written request to the Employer, a Head Meat Cutter may revert to Journeyperson 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 Employer shall advise such employee at least one (1) WEEK IN ADVANCE OF THE DATE OF REVERSION to the Meat Cutter position to which they will be assigned within the bargaining unit. It is understood the Employer shall determine the number of such reversions that can take place in any

calendar month. The same procedure will apply to Deli Department Heads should they wish to revert to Meat/Deli/ Seafood Clerk.

### **13.13 Rehabilitation**

In rehabilitation cases under Article 8.04, where employees are transferred by mutual consent between the parties, employees shall retain the seniority they held in the previous job or classification for seniority purposes in the new job or classification.

### **13.14 Transfer of Work Between Classifications**

It is recognized that Meat Clerks and Meat Cutters have shared certain job functions. Therefore, commencing May 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.

## **ARTICLE 14 – TERMINATIONS, NOTICE REQUIRED OR PAY REQUIRED IN LIEU OF CASES OF TERMINATION**

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### **14.01 Severance Pay on Closing of Stores**

If there is a permanent closure or sale or transfer of ownership of a store or part thereof causing an employee with full-time years of service to lose their employment, the Company hereby agrees to pay such

an employee severance pay at their regular rate of pay according to the following schedule:

<b>Full-time Service</b>	<b>Severance Pay</b>
Up to two (2) years:	Forty (40) hours' pay times 1.15.
Over two (2) years:	Forty (40) hours' pay for every year of full-time service to a maximum of forty (40) hours' pay times twenty (20) weeks times 1.15.

Except as specified below, this article does not apply to a temporary lay-off, full-time employees who accept other full-time or part-time employment with the Company, full-time employees who lose employment and are re-instated within thirty (30) days to a full-time status, or to employees in a store which is sold or the business is transferred if the employee is immediately re-hired on a full-time basis without loss of seniority or benefits, by the new owner or operator.

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

Should an employee who has a combination of full and part-time years of service lose employment due to the circumstances set out in Article 13, then such employee shall be entitled to severance pay under this

Article according to the employee's total years of full-time service only.

Employees who are eligible for severance pay under this Article at the date of the store closure shall be given the option of receiving their severance pay entitlement or transfer to another bargaining unit and retain the right to terminate their employment at any time during a period of twelve (12) months from the date of transfer if their hours become negatively affected. The accrued severance pay shall be paid to the employee upon termination.

Employees who are laid off as the result of store closure(s) in their bargaining unit or their zone 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.

### **Re-Hiring in Other Bargaining Units**

In the event that the Employer closes a retail store resulting in employee(s) losing their employment, the Employer agrees to give the employee(s) first consideration, based on continuous service with the Employer in B.C. bargaining unit(s), before hiring any

new employees in other bargaining units within the Province of B.C. Upon re-hire, within the same classification, an employee shall receive full credit for previous experience for the purpose of establishing their rate of pay.

#### **14.02 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) weeks' 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.

**14.03** Sub-sections (a) and (b) shall not invalidate an employee's right to process their termination and to be re-instated, as set out in this Article.

- 14.04** 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.
- 14.05** 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.
- 14.06** Any employee alleging wrongful termination may place their 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.
- 14.07** In termination cases, an arbitration board shall consider that an employee shall be on probation for the first four (4) months of employment.
- 14.08** In the event that an employee has been terminated without proper cause, they 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 their full



pay. In the case of a head Meat Cutter, they may be reinstated as a Journeyperson, if mutually agreed to by the Employer and the Union or by a decision of a Board of Arbitration.

**14.09** 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.

**14.10 Intimidation**

If an employee walks off the job and alleges Management has deliberately coerced or intimidated them 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 their position to maintain the proper operation of the store.

## **ARTICLE 15 – GRIEVANCE PROCEDURE**

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

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

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

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

Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Fred

Geddes or a substitute agreed to by the parties, shall at the request of either party:

- (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 the substitute.

## **ARTICLE 16 – BOARD OF ARBITRATION**

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Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Employer and the Union shall each appoint an Arbitrator. In the event of a failure to agree on an Arbitrator, either party may seek appointment of an Arbitrator under the Labour Relations Code. Within five (5) days of the appointment of an Arbitrator, the Arbitrator shall sit to consider the matter in dispute, and shall render a decision within fourteen (14) days after their 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 as an Arbitrator who is involved or directly interested in the controversy under consideration. Grievances submitted to arbitration shall be in writing and shall clearly specify the nature of the issue.

In reaching a decision, the Arbitrator shall be governed by the provisions of this Agreement. The Arbitrator 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 Arbitrator 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.

### **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 Article 15. Within fourteen (14) days of referral to Expedited Arbitration, either party must respond as to their decision to proceed to Expedited Arbitration or Arbitration under Article 16. Provided that the Union and the Employer mutually agree to an Expedited Arbitration the following five (5) points shall apply:

- (a) Access to the Expedited Arbitration procedure shall be limited to discharge cases, and other cases provided Expedited Arbitration is invoked within forty-five (45) days of the grievance being filed as per Article 15.

- (b) Within seven (7) days of being referred to Expedited Arbitration, an attempt to mediate the dispute shall be made.
- (c) If mediation should fail, an Expedited Arbitration shall be held no less than ninety (90) days after referral to Expedited Arbitration.
- (d) A final and binding decision will be handed down within twenty (20) days of the Expedited Arbitration case being held.
- (e) Within sixty (60) days of ratification, the Employer and the Union shall develop a list of arbitrators that are agreeable to both parties.

## **ARTICLE 17 – SAVINGS CLAUSE**

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Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any judgment or order of a court of competent jurisdiction, such invalidation of such part or portion of the Agreement shall not invalidate the remaining provisions hereof and such remaining portions shall continue in full force and effect.

## **ARTICLE 18 – EXPIRATION AND RENEWAL**

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Except as otherwise provided herein, this Agreement shall be effective from July 31, 2022 to December 31, 2024 and thereafter from year to year. 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 has commenced.

Subject to the foregoing, either party may, within four (4) months prior to December 31, 2024, or any subsequent anniversary thereof, give notice in writing to the other party to negotiate a revision thereof.

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

Signed this 26<sup>th</sup> day of July, 2022.

**FOR THE EMPLOYER**

  
\_\_\_\_\_  
Kelly Smith


\_\_\_\_\_

\_\_\_\_\_

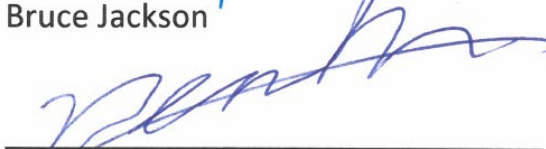
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**FOR THE UNION**

  
\_\_\_\_\_  
Dean Patriquin

  
\_\_\_\_\_  
Bruce Jackson

  
\_\_\_\_\_  
Heamin Kwak

  
\_\_\_\_\_  
Lori Freid

\_\_\_\_\_

## ADDENDUM TO 1997 – 2003 COLLECTIVE AGREEMENT


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


- 1) The Union agrees that Section 2 of the Collective Agreement shall not in any way require the Employer to change his current policy in handling or selling of such products, nor shall it limit or restrict Management's rights as outlined in Section 1 of the Agreement. It is further agreed that the Employer shall have the same rights and/or privileges as other Employers under similar agreements with this Union in the area covered by this Agreement.
- 2) Under Section 12(d) of the Collective Agreement, a Leave of Absence shall be extended up to twelve (12) months, or for a longer period by mutual agreement, where an employee is granted leave for the purpose of acting on the Relief Staff of the Union or is on special organizational assignment for the Union.
- 3) **TRANSFERS** - The Employer agrees that if an employee alleges that he or she has been transferred for the main reason of encouraging him or her to terminate their employment, the Union Representative and the Employer shall discuss the matter with a view of resolving the problem.

SIGNED THIS 27 DAY OF July, 20 10.

FOR THE UNION:

FOR THE EMPLOYER:

  
\_\_\_\_\_  
Dan Goodman

  
\_\_\_\_\_  
M. Scott Coburn



## **LETTER OF UNDERSTANDING NO. 1 – REDUCTION OF HOURS OF WORK**

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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 – DELICATESSENS**

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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. 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. The Employer is committed to cross-training between Meat and Delicatessen Departments.

### **LETTER OF UNDERSTANDING NO. 3 – EARLY RETIREMENT OFFER**

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

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

### **LETTER OF UNDERSTANDING NO. 4 – VACATIONS**

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Employees who are absent for a period of thirty-nine (39) or more consecutive weeks due to disability will have their vacation pay for the following year calculated on the basis of one fifty-second (1/52) of their earnings for each week of vacation in which they are entitled to.

### **LETTER OF UNDERSTANDING NO. 5 – PRE-RETIREMENT PHASE-OUT**

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The Union and the Employer agree to establish a pre-retirement phase-out program whereby 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) The full-time employee shall retain their 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 their previous status and benefit entitlement.

This option shall also apply to members who after their reduction are faced with serious unforeseen circumstances such as death of a spouse, financial difficulty, etc.

- 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 themselves 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. 6 – TRAINING HOURS**

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### **TRAINING HOURS:**

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

## **LETTER OF UNDERSTANDING NO. 7 – NEW, EXISTING AND REPLACEMENT STORES**

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This letter of understanding shall not in any way change the rights which the pre-ratification employees have under the terms of the Collective Agreement and in the event of any conflict the provisions of the Collective Agreement shall govern.

### **All New Triwest Foods Ltd. Stores**

This confirms our agreement during negotiations that this Letter of Understanding shall form part of the Collective Agreement which shall be enforceable under all its Articles except where

specifically amended herein. All provisions which are not specifically amended shall remain in full force and effect.

The Union and the Employer agree that the following terms and conditions of employment shall apply to new stores that open after Ratification, 2004:

1. All new hires, except Specialty departments, shall be classified as "Meat Production Clerks" or "M/D/S Production Clerks" and shall be permitted to perform all duties within the classification and department they are assigned.
2. The objective is to have seventy-five percent (75%) of all hours scheduled to "Meat Production Clerks" and "M/D/S Production Clerks" respectively and twenty-five percent (25%) of the hours scheduled to remaining classifications for a period of five (5) years from the date of opening.

At the end of the five (5) year period, the objective is to have fifty percent (50%) of the bargaining unit hours worked in a store scheduled to employees employed as "Meat Production Clerks" or "M/D/S Production Clerks" (50% objective).

Hours worked are defined as hours worked by all bargaining unit employees within a store.

It is understood that in some cases over fifty percent (50%) of the hours in a classification may be scheduled to "new hire Clerks" providing the bargaining unit hours for that

store does not exceed fifty percent (50%) of the hours scheduled to "new hire Clerks".

3. It is understood that in a new store that the percentage of hours scheduled to "Meat Production Clerks" or "M/D/S Production Clerks" shall exceed fifty percent (50%) until the senior new hires progress past four thousand, six hundred and eighty (4,680) hours worked.

In a new store, where the "fifty percent (50%) objective" is being exceeded, once employees employed as "Meat Production Clerks" or "M/D/S Production Clerks" have worked 4,680 hours, the senior employees shall be promoted into the classification where they have been scheduled (i.e. working in a deli - reclassified as a Deli clerk) until the "fifty percent (50%) objective" is attained.

It is understood that in a new store the percentage of hours scheduled to Pre-Ratification, 1998 employees (which includes "Key Personnel"), upon opening, will be twenty-five percent (25%). These hours will be scheduled by existing seniority provisions. Any full-time vacancies that are assigned to the new store shall be filled in accordance with the posting procedure outlined below.

4. "Meat Production Clerks" or "M/D/S Production Clerks" may be scheduled to a maximum of forty (40) hours per week. Senior employees in these classifications shall be scheduled at least as many hours as junior employees in these classifications within each work schedule.

"Meat Production Clerks" or "M/D/S Production Clerks" shall be scheduled by the Employer as required. It is intended that employees in these classifications shall be scheduled firstly on weekends and evenings insofar as is practicable to maintain the efficient operation of the store. In the event there are not sufficient available hours on the weekends and evenings, the Employer will next schedule any remaining hours during the day.

5. In the case of acquisitions, employees will be placed in classifications such that fifty percent (50%) of the hours worked shall be scheduled to "Meat Production Clerks" or "M/D/S Production Clerks".
6. In the event that a store exceeds the "fifty percent (50%) objective" (once that level has been achieved under point 3 above) in a quarter then the store will be required to balance the use of "Meat Production Clerks" or "M/D/S Production Clerks" by using less hours in the Company's next accounting quarter.
7. The Employer will provide the Union with a quarterly report to show the percentage of hours worked by "Meat Production Clerks" or "M/D/S Production Clerks" . The Union and the Employer agree to regularly review the results of the quarterly report. The Employer will develop a regular report so that adjustments can be made on an ongoing basis so that the percentage objectives are met.

Where it can be shown that quarterly adjustments prove to be detrimental to Pre-Ratification 1998 employees, the

Union and the Employer may mutually agree to modify the adjustment process.

8. The Employer shall not be required to remit contributions to the Retail Meat Industry Dental Care Plan as described in Article 9.05 - Dental Care Plan on behalf of hours worked by "M/D/S Production Clerks" and "Meat Production Clerks".

## **9. JOB POSTINGS**

Full-time Meat Cutters and M/D/S Clerks positions (except "Key Personnel" positions) that become available as a result of new store openings shall be posted and filled in accordance with the following procedure:

- 1) The job posting shall contain:
  - a) the classification
  - b) the store number and location
  - c) the closing date of the posting
  - d) the effective date of the position
  
- 2) The Parties reserve the right to amend this New Store posting procedure by mutual agreement. The available position shall be posted within all stores within the bargaining Unit for a period of fifteen days. A copy of the posting will be forwarded to the Union at the time of the posting. The posting shall be returned to the Human Resources department at the end of the posting period and shall be signed by the Head Meat Cutter and the Shop Steward (or other member of the bargaining unit in their absence) to confirm that the posting was publicly displayed for the required period.



- 3) Only employees hired prior to December 11, 1998, are eligible to apply for these "vacancies" and postings shall be filled by seniority.
- 4) The Employer shall mail full-time laid off employees a copy of postings available to them at their address of record. It shall be the responsibility of the employee to submit their application within the stated time limits on the posting.
- 5) The successful applicant shall not be eligible to apply for another posting for a period of one (1) year from the effective date of the job posting.
- 6) The Union will be supplied with a copy of the confirmation sent to the successful applicant.
- 7) If the successful applicant is on an approval leave, the posting will be filled by the next senior applicant on a temporary basis until the successful applicant returns to work.
- 8) The successful applicant for a posting shall not be eligible to restrict their hours for the period of six (6) months from the effective date of the job posting.

## **All Replacement Triwest Foods Ltd.**

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

The Union and the Employer agree that the following terms and conditions of employment shall apply to replacement stores, that open after Ratification, 2004:

1. All new hires, except Specialty departments, shall be classified as "Meat Production Clerks" or "M/D/S Production Clerks" shall be permitted to perform all duties within the classification and department they are assigned.
2. The objective is to have seventy-five percent (75%) of all hours scheduled to "Meat Production Clerks" and "M/D/S Production Clerks" respectively and twenty-five percent (25%) of the hours scheduled to remaining classifications for a period of five (5) years from the date of opening.

At the end of the five (5) year period, the objective is to have fifty percent (50%) of the bargaining unit hours worked in a store scheduled to employees employed as "Meat Production Clerks" or "M/D/S Production Clerks" (50% objective).

Hours worked are defined as hours worked by all bargaining unit employees within a store.

It is understood that in some cases over fifty percent (50%) of the hours in a classification may be scheduled to "new hire Clerks" providing the bargaining unit hours for that store does not exceed fifty percent (50%) of the hours scheduled to "new hire Clerks".

3. Once a store achieves the "fifty percent (50%) objective" then the stores will be required to promote senior "Meat Production Clerks" or "M/D/S Production Clerks" to ensure the "fifty percent (50%) objective" is balanced.
4. "Meat Production Clerks" or "M/D/S Production Clerks" may be scheduled to a maximum of forty (40) hours per week. Senior employees in these classifications shall be scheduled at least as many hours as junior employees in these classifications within each work schedule.

"Meat Production Clerks" or "M/D/S Production Clerks" shall be scheduled by the Employer as required. It is intended that employees in these classifications shall be scheduled firstly on weekends and evenings. In the event there are not sufficient available hours on the weekends and evenings, the Employer will next schedule any remaining hours during the day.

5. In the event that a store exceeds the "fifty percent (50%) objective" in a quarter then the store will be required to balance the use of "Meat Production Clerks" or "M/D/S Production Clerks" by using less hours in the Company's next accounting quarter.

6. The Employer will provide the Union with a quarterly report to show the percentage of hours worked by "Meat Production Clerks" or "M/D/S Production Clerks". The Union and the Employer agree to establish a committee to regularly review the results of the quarterly report. The Employer will develop a regular report so that adjustments can be made on an ongoing basis so that the percentage objectives are met.

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

7. The Employer shall not be required to remit contributions to the Retail Meat Industry Dental Care Plan as described in Article 9.05 - Dental Care Plan on behalf of hours worked by "M/D/S Production Clerks" and "Meat Production Clerks" .

Seventy-five percent (75%) of the hours made available due to sales increase shall be scheduled to "Meat Production Clerks" or "M/D/S Production Clerks". Twenty-five percent (25%) of these hours will be scheduled to Pre-Ratification 1998 employees. The Employer and the Union shall meet, within thirty (30) days prior to the replacement store opening, to determine the base of hours. The parties will adjust the measurement time of the base to ensure recent competitive activity is taken into account.

## Existing Triwest Foods Ltd. Stores

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

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

1. All new hires, except Specialty departments, shall be classified as "Meat Production Clerks" or "M/D/S Production Clerks" and shall be permitted to perform all duties within the classification and department they are assigned.
2. The objective is to have fifty percent (50%) of the bargaining unit hours worked in a store scheduled to employees employed as "Meat Production Clerks" or "M/D/S Production Clerks" (fifty percent [50%] objective).

Hours worked are defined as hours worked by all bargaining unit employees within a store.

In existing stores where the "fifty percent (50%) objective" is being exceeded, once employees employed as "Meat Production Clerks" or "M/D/S Production Clerks" have worked 4,680 hours, the senior bargaining unit employees in those classifications shall be promoted into the classification where they have been scheduled (i.e. working

in a deli – reclassified as a Deli Clerk) until the “fifty percent (50%) objective is attained.

3. It is understood that the available hours of work scheduled to "Meat Production Clerks" or "M/D/S Production Clerks" shall be claimable by employees hired prior to Ratification 1998, within each classification.
4. "Meat Production Clerks" or "M/D/S Production Clerks" shall be scheduled by the Employer as required. It is intended that employees in these classifications shall be scheduled firstly on weekends and evenings. In the event there are not sufficient available hours on the weekends and evenings, the Employer will next schedule any remaining hours during the day.

"Meat Production Clerks" or "M/D/S Production Clerks" may be scheduled to a maximum of forty (40) hours per week. Senior employees in these classifications shall be scheduled at least as many hours as junior employees in these classifications within each work schedule.

5. Once a store achieves the "fifty percent (50%) objective" in a quarter then the store will be required to balance the use of "Meat Production Clerks" or "M/D/S Production Clerks" by using less hours in the Company's next accounting quarter.
6. The Employer will provide the Union with a quarterly report to show the percentage of hours worked by "Meat Production Clerks" or "M/D/S Production Clerks". The Union and the Employer agree to establish a committee to

regularly review the results of the quarterly report. The Employer will develop a regular report so that adjustments can be made on an ongoing basis so that the percentage objectives are met.

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

7. The Employer shall not be required to remit contributions to the Retail Meat Industry Dental Care Plan as described in Article 9.05 - Dental Care Plan on behalf of hours worked by "M/D/S Production Clerks" and "Meat Production Clerks".

## **LETTER OF UNDERSTANDING NO. 8 – BAKERY AND DELI DEPARTMENTS**

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The UFCW 1518 and the UFCW 247 acknowledge the Company's concerns when serving customers in the evenings in its bakery and deli departments.

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

1. The UFCW 1518 bakery employee can provide customer service to deli customers when the UFCW 247 deli employee is absent on a coffee break.
2. The UFCW 247 deli employee can provide customer service to bakery customers when the UFCW 1518 bakery employee is absent on a coffee break.
3. It is understood that no "production" work will occur and the only reason for allowing this opportunity to cross jurisdictional lines is to provide service to customers.
4. This Letter of Understanding is subject to a review every three (3) months and can, at that time, be cancelled by either party to this Letter of Understanding.



## **LETTER OF UNDERSTANDING NO. 9 – RETURN TO WORK / RE-INTEGRATION**

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At the Union's request the Employer and a representative of the Union agree to meet and discuss and attempt to resolve any return to work initiatives. Such a meeting can include discussions on modified duty, graduated return to work, permanent accommodations and light duty initiatives. The meeting will allow both parties to exchange information on the continuing jurisprudence in this area.

## **LETTER OF UNDERSTANDING NO. 10 – EQUAL OPPORTUNITY**

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The Employer and the Union are committed to establishing equal opportunities of employment. They will seek to identify and remove any barriers which may exist in employment areas for Bargaining Unit members. The Employer is committed to the ongoing training of its employees for either traditional or non-traditional jobs.

## **LETTER OF UNDERSTANDING NO. 11 – BARGAINING PROTOCOL**

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In the event the Employer has more than ten (10) stores within the bargaining unit, it is agreed that the Union shall allow the Employer to split the stores into two (2) separate zones. The UFCW 1518 and the UFCW 247 shall meet with the Employer to determine which stores are split into which zones. Within the four (4) months immediately preceding March 31, 2003, the parties shall only deliver notice to commence negotiations for employees within either the Zone 1 or the Zone 2 group of

stores, but not for both. The Union and the Employer agree that amendments negotiated for employees within the one Zone shall apply to employees in the other Zone. It is agreed that both Zones will never be struck or locked out at the same time during any collective bargaining to conclude a revision or renewal of this Agreement.

The Union will notify the Employer within one (1) year but not less than six (6) months prior to the expiry of the Collective Agreement as to which Zone the Union intends to bargain. The remaining Zone shall be subject to all terms and conditions negotiated, subject to Ratification by the membership.

In the event the above language is activated as a result of the Employer having ten (10) or more stores, then the parties will meet to review the necessity, if any, of amending Article 2.01 of the Collective Agreement.

The Bargaining Protocol shall not supersede any provision of the BC Labour Relations Code.

## **LETTER OF UNDERSTANDING NO. 12 – RE: CUSTOMER ABUSE**

There shall be zero tolerance for abusive customer behaviour towards employees. In the event of customer abuse, employees shall notify the Employer or designate immediately. No employee shall be required to serve a customer who has engaged in abusive behaviour.

## **LETTER OF UNDERSTANDING NO. 13 – RE: COMPRESSED WORK WEEK**

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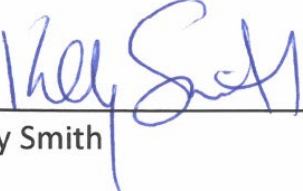
The Company may introduce four (4) day ten (10) hours a day work week. Overtime rates described in Article 5.10 will not apply to a ten (10) hour workday. The basic work week described in Article 5.04 shall be reduced by ten (10) hours for each statutory holiday in a week.

After a trial of four (4) months the parties will meet to discuss any issues that may have arisen and the feasibility of the process. Both parties must agree to continue the compressed work week going forward or the scheduling process will be discontinued.

**AS TO ALL LETTERS OF UNDERSTANDING**

Signed this 26th day of July, 2022.

**FOR THE EMPLOYER**

  
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Kelly Smith

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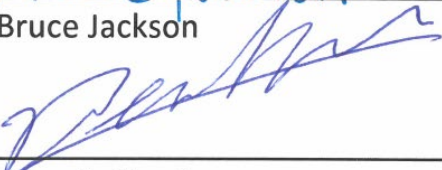
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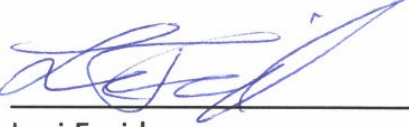
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**FOR THE UNION**

  
\_\_\_\_\_  
Dean Patriquin

  
\_\_\_\_\_  
Bruce Jackson

  
\_\_\_\_\_  
Heamin Kwak

  
\_\_\_\_\_  
Lori Freid

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