

**RETAIL WHOLESALE
UNION
AGREEMENT
BETWEEN:**

RETAIL WHOLESALE UNION LOCAL 580

- AND -

SUMMIT LOGISTICS INC.

Duration of Agreement

From: April 1, 2008

To: March 31, 2011



11838(03)

-2-
RETAIL WHOLESALE UNION LOCAL 580
-and-
SUMMIT LOGISTICS INC.

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THIS AGREEMENT entered into this 14th day of April, 2009

BETWEEN:

SUMMIT LOGISTICS INC.

7185 - 11th Avenue, S, Burnaby, B.C.

(hereinafter **referred** to as the "Company")

OF THE FIRST PART;

AND

RETAIL WHOLESALE UNION LOCAL 580

of the City of Vancouver, in the Province of British Columbia.

(hereinafter referred to as the "Union")

OF THE SECOND PART

WHEREAS it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationship between the employees and the Company and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

NOW THEREFORE, THIS AGREEMENT WITNESSETH:

Exceptions in the attached appendices supersede **similar** provisions in the following Articles of this Agreement.

ARTICLE 1 - DURATION OF AGREEMENT

Section 1. The Company and the Union mutually agree that this Agreement shall be effective from April 1, 2008 to and including March 31, 2011 and thereafter from year to year **unless** written notice of intent to amend or terminate is given by either party to the other **party** anytime within four (**4**) months prior to the expiration of the Agreement. During such period of negotiations this Agreement shall remain in full force and effect.

Section 2. It is mutually agreed that the operation of Sub-section 2 of Section 50 of the Labour Relations Code of B.C. is specifically excluded from this Agreement.

ARTICLE 2 - DEFINITION

The term "employee" as used in this Agreement includes **all** employees working in the Company's operation except those with the authority to employ or dismiss which includes the Manager and Supervisory Staff of the Company or those excluded by the Labour Relations Code of British Columbia. The following is also excluded: Senior Administrative Assistant.

ARTICLE 3 - UNION RECOGNITION

Section 1. The Company recognizes the Union as the exclusive bargaining agent for the employees as defined in Article 2 during the term of this Agreement and agrees to negotiate with the **Committee** selected by the Union looking toward a peaceful and amicable settlement of any difference that may **arise** between the Company and the Union.

Section 2. There shall be no discrimination against any employee because of Union activities.

Section 3. Bulletin Boards - The Company shall provide a reasonable number of bulletin boards for the purpose of posting Union notices, copies of this Agreement and official papers. All such Union material may be posted only upon the authority of officially designated Representatives of the Union.

ARTICLE 4 - UNION SECURITY

Section 1. All employees now members of the Union shall, as a condition of employment, remain members. All new employees shall become and remain members of the Union upon the completion of five (5) days service with the Company. All employees shall pay dues.

Section 2. Deduction of Union Dues - Upon written authorization from the employee, the Company agrees to make deductions once each month from the earnings of all employees covered by this Agreement of the dues and initiation fees of the Union and forward the total amount deducted with an itemized statement of the same to the Acting Secretary of the Union.

All Union dues, initiation fees and assessments so deducted shall be remitted by the Company to the Secretary of the Union within seven (7) days after the date of the said deduction.

The Company agrees to submit names and deductions in alphabetical order on forms submitted by the Union providing an explanation for each employee for whom a deduction was not made, i.e.:

1. Employee laid off
2. Retired
3. Deceased
4. Voluntary termination
5. Discharged

ARTICLE 5 -JOB SECURITY

Section 1. Only members of the Union shall operate Company trucks, tractors and trailers or use mechanical equipment provided for the purpose of loading and unloading in all operations covered by this Agreement except tractors of another Company may haul Company trailers in accordance with present practice (i.e. off barges and boats).

Section 2. Unloading U.S.A. Produce Trailers - All Produce trailers palletized in good order shall be unloaded by Company employees within the bargaining unit covered by the terms of this Agreement. The Produce trailer driver(s) and/or swampers may assist with the lumping and leveling of loads.

Section 3. Dropping Trailers - Greater Vancouver - Lower Mainland and Vancouver Island - All trailers may be dropped on a trailer rotation system. It is understood that trailers not dropped shall be unloaded by drivers covered by the terms of this agreement.

The parties agree the existing practice of direct deliveries (i.e. sugar, paper, turkeys, lime, etc.) shall continue by mutual agreement. In the event the client may open larger volume stores or further competition exists in the future, the existing practices may be expanded to be competitive by mutual agreement.

Section 4. **An** employee within the scope of the Bargaining Unit who accepts employment with the Company outside the scope of the Bargaining Unit shall not be permitted to return to the Bargaining unit.

Section 5. Temporary Work Assignment - **An** employee may not fill a position in a classification other than his own unless such employee can perform the work without assistance.

If an employee performs work in a higher rated job, he/she will be paid Utility rate for the time worked in that classification.

If a classified employee is rolled back to a lower rated job, he/she will be paid his/her classified rate for the entire shift.

ARTICLE 6 -MANAGEMENT

Section 1. The Management of the Company and the direction of the working force including the right to plan, direct and control the Company operations to maintain discipline and efficiency of the employees and to require employees to observe Company rules and regulations; to hire; lay-off; or relieve employees from duties; to promote and transfer subject to the provisions of Article 8 - Seniority; suspend; and discharge employees for cause, **are** to be the sole right and function of the Employer.

Section 2. Management shall have the sole right to demote for proper cause. Demotions for other reasons shall be subject to the same principles **as** used for promotions and transfers in Article 8.

Section 3. The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other functions not specifically covered in this Agreement.

Section 4. The exercise of the foregoing rights shall not alter any of the specific provisions of this Agreement, nor shall they be used to discriminate against any member of the Union.

ARTICLE 7 - WORKING CONDITIONS

Section 1. Wage rates and classification provisions for employees are set out in the attached Appendices.

Section 2. Shift Times - The Manager and the Grievance Committee shall **arrange** for any changes in the **starting** and stopping time of working shifts and also for the **meal** period. A schedule of hours of work shall be posted on the bulletin board and any changes agreed **upon** shall be noted on such schedule.

Section 3. It is agreed that Management has the right to temporarily transfer employees (in the classification of order selector and below) between departments on an as needed basis.

Section 4. Overtime

- (a) It is understood that overtime is on a voluntary basis and no employee covered by this Agreement will or can work overtime without the consent of the Company.
- (b) In the assignment of overtime, the Company will first approach employees by Seniority in the classification that is scheduled for such overtime.
- (c) For employees who work an eight (8) hour ~~shift~~, time and one-half (1-1/2x) shall be paid for the first two (2) hours worked in excess of eight (8), and double time (2x) thereafter. For employees who work a ten (10) hour shift, double time (2x) for all additional hours worked on that shift.
- (d) Employees who are called in for overtime outside their regular shift, shall be paid at the rate of time and one-half (1-1/2x) for the first ten (10) consecutive hours, and double time (2x) thereafter.
- (e) Employees who work on a statutory holiday will be paid at the rate of time and one-half (1-1/2x) for the first ten (10) consecutive hours, and double time (2x) thereafter.
- (f) Except as otherwise noted in this Agreement, employees called to work overtime outside of their regular shift will be called to work for a minimum of four (4) hours and guaranteed four (4) hours pay at overtime rates.

If four (4) hours work is not available at the employee's regular job, the employee will perform such work for the remaining period of time as may be assigned by the Supervisor.

Section 5. Statutory Holidays

(a) Not excluding other subsections contained in Section 5, an employees shall be entitled to statutory holiday pay when:

- (i) the employee has worked for the Company for 30 days.
- (ii) the employee **works** his or her scheduled shifts immediately prior to and following a statutory holiday, unless scheduled leave is granted, **an** acceptable doctor's note is provided, or the employee establishes or has established, a valid WI or WCB claim.

(b) Employees shall be entitled to the following paid statutory holidays or any others so proclaimed by the Federal Government or Provincial Government:

- | | |
|----------------|------------------|
| New Year's Day | Thanksgiving Day |
| Good Friday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Labour Day | B.C. Day |
| *Floating Stat | |

* The date of the stat will be the employee's birthday. However, **an** employee may choose to work on their birthday and hank a day in lieu. If the stat falls on employee's day **off** or during scheduled time off, the stat will be banked.

Note: current practice regarding birthdays remains in effect for 2008.

(c) If a Statutory Holiday occurs when **an** employee is off work on Vacation or ATO, the employee will bank the stat which will be scheduled in non-prime time in accordance with Article 23, Accumulated Time Off, sub-section (d).

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- (d) (i) Stats falling during the first six (6) weeks (i.e. 42 calendar days from date of disability) of a WI or WCB claim shall not be rescheduled but will be used as "top up". Pay from all sources shall not exceed 100% and the claim will not be interrupted as a result of this section.
- (ii) Stats falling beyond the first six (6) weeks of a WI or WCB claim will, at the conclusion of the claim and at employee's option, be either rescheduled or carried forward to the following year or paid out.
- (iii) Stats falling beyond the first six (6) weeks of a WI or WCB claim and falling during a week of scheduled vacation will be treated as follows:
- employee will be paid WI or WCB for the week
 - the week of vacation will be rescheduled
 - the statutory holiday will not be paid at this time as it has already either been scheduled into the current year's leave or has been carried into the following year's leave.
- (e) (i) Statutory Holidays falling within Government Legislated Leave entitlement (e.g. Parental, Maternity and Compassionate Care Leave) will not be paid and the employee shall not be entitled to receive a day off in lieu of such holiday.
- (ii) Statutory Holidays falling within a scheduled Leave of Absence period will not be paid if the Statutory Holiday falls during the employee's regular work week.

- (f) If an employee is on Sick Leave as set out in Article 14, the employee shall be paid his/her full pay for any statutory holidays occurring during such period and such days pay shall not be deducted from the employee's Sick Leave Credits.
- (g) When an hourly rated employee is required to work on any of the above holidays, the employee shall in addition be compensated in accordance with Article 7, Section 4 (premiums will not be increased).
- (h) Where the Department is operating through the stat work week and the stat falls on the employee's day off, the stat shall be banked. By moving the stat to another time, the work week shall be considered as a standard work week This excludes Christmas Day and Boxing Day.
- (i) When a holiday mentioned in the above Section 5 falls on an employee's regular day off, such day shall be considered a holiday under the terms of this Agreement. The employee will be entitled to a day off with pay in lieu of such holiday.

Section 6. Supper Money - Where meal breaks are specified, work performed over four (4) consecutive hours without a meal period shall be paid for at the rate of doubletime.

Section 7. Rest Period - Employees shall be limited to a ~~fifteen~~ (15) minute rest period during each work period of three (3) hours or more. Times at which such rest periods shall be taken shall be scheduled by Management.

Section 8. **Equal Pay for Equal Work** regardless of age or sex, equal pay for equal work will prevail, if the work ordinarily carried out can be performed without further assistance.

Section 9. New Job Classifications - When new job classifications are established or existing job classifications are changed by changes in the character of duties and responsibilities as deemed necessary or advisable by the Company, the Union shall be advised. A rate shall be set by the Company or the Company shall furnish additional help to compensate for any additional labour involved. If, after a trial period of thirty (30) days, the Union deems the adjustment made by the Company to be unsatisfactory, the dispute shall be settled pursuant to the Grievance Procedure herein provided.

Section 10. Premiums

Effective April 1, 2001 - \$1.00/hour

- (a) **Shift Premiums** - Employees working on a shift commencing before 6:00 a.m. or after 10:00 a.m.

Posted floaters and vacation relief employees will be entitled to shift premiums on paid scheduled time off and Weekly Indemnity if their last regular shift worked (or portion thereof) prior was on a shift that qualified for premium pay.

Posted floaters and vacation relief employees on paid **single** day(s) absence (e.g. Statutory Holiday, Sickness, **Duty**, Bereavement Leave, Union Business) will be entitled to shift premiums if scheduled on a premium shift on day of paid absence.

Part-time employees are excluded from this provision.

- (b) **Weekend Premium** - Anyone whose regular shift **requires** them to work between Midnight Friday and Midnight Sunday.

Posted floaters and vacation relief employees will be entitled to weekend premiums on paid scheduled time off and Weekly Indemnity if the week worked prior to paid scheduled time off or Weekly Indemnity included weekend(s).

- (c) Freezer Premium - Employees working in the freezer shall receive a premium of \$1.50/hour.

Section 11. Clean Up Time

Notices of mutually agreed to clean-up times will be posted in each department.

ARTICLE 8 - SENIORITY

Section 1.

- (a) Seniority lists, one for each of the Departments, shall be supplied in triplicate, by the Company on January 15th and July 15th, to the Chairman of the Grievance Committee. Such lists to be provided more frequently if requested, BUT in any event, no more often than every three (3) months.
- (b) A list for each Department shall contain the names of all employees, in order of date of hiring, showing names, classification and date on payroll.
- (c) **Overall Seniority - An** overall list of employees in all Departments covered by this Agreement containing the names of all employees in order of date of hiring, within the Departments covered under this Agreement, showing names, classification, department and the date on the payroll.

Section 2. Loss of Seniority - Seniority shall be lost if an employee:

- (a) Voluntarily leaves the employ of the Company, or

- (b) Is discharged, or
- (c) Is absent without leave for a period greater than five (5) working days, or
- (d) After a lay-off fails to report for work for five (5) working days after being recalled.
- (e) It is understood that persons laid off are subject to recall providing they keep the Company **informed** of their current address and telephone number. The Company shall forward a registered **letter** to the last known address. If the person fails to report for work, he or she shall forfeit all seniority rights.

Section 3. Lay-offs and Rehiring

- (a) **Length** of service shall be the deciding factor governing lay-offs and rehiring after lay-offs except where by mutual agreement between the Company and the Grievance Committee the senior employee does not have the capabilities to perform the work to be done.

If mutual agreement is not reached under the above procedure, then the matter shall be referred to the Company **Labour** Relations Representative and a Representative of the Union. If mutual agreement is still not reached, then seniority shall prevail.

- (b) **Recall Rights (except daily rollbacks) Department Rollback and Lay-off to the Pool**

- (i) A person in a lay-off status from a department would have recall rights into the department from which they came but only on base rated jobs in that department for the first three (3) months of lay-off.

For the purposes of 90 day recall from the full-time Pool, the classification of Order Selector will also be considered as a "Base Rate job".

(ii) Mer lay-off period of three (3) months, all jobs shall be posted in accordance with Article 8, Section 7.

(iii) A full time employee in a lay-off or rollback status from a department shall have the right to post for postings provided that his or her seniority is greater than the **regular** full time pool employees. Should the employee be successful in the posting it is understood that employee loses all recall rights to his or her former department.

(c) (i) **Temporary Lay-off** - Less than three (3) months. For lay-off of less than three (3) months for reasons other than permanent closure.

Employees may exercise their Company seniority to displace less senior employees in classifications of order selector or below.

(ii) **Lay-offs Due to Disputes** - The temporary lay-off provisions in (i) above will apply during lay-offs due to disputes, it being understood however, that the provisions of Section 3 (b) and 3 (e) will not apply.

(iii) **Only** department lay-off notice shall be required on lay-off due to disputes provided that the lay-off **takes** place at the end of such notice.

- (d) Closure of an Operation • In the event of a permanent lay-off due to the closure of an operation or department, overall Company seniority will apply. The most junior employees in all Departments will be laid off, and the employees affected by the closure shall occupy the vacancies left by the junior employees providing their seniority enables them to do so.
- (e) Permanent Lay-off • Over three (3) months. Should the lay-off continue past three (3) months, then the provisions of overall seniority covering "closure" will apply.
- (f) Shift Reduction (other than daily) within a Department • In the event an employee is rolled back out of a shift and/or classification, such employee would be entitled to exercise his/her seniority within the classification they presently hold regardless of shift.

Should the employee affected elect not to exercise his/her seniority within the classification to another shift, such employee will automatically revert to the Order Selector category. If Order Selector category is not applicable, base rated job to be determined by mutual agreement.

If the employee does not have enough seniority to maintain his/her classification, such employee could then bump the junior employee in their classifications held previously (most recent first).

Failing enough seniority to bump the previous classification such employee would revert to the Order Selector category or base rated job dependent on seniority.

(g) No regular full time employees shall be laid off as long as casual, temporary or part time employees continue to be employed. No casual, temporary or part time employee shall be hired until such time as any regular full time employee who may have been laid off is recalled to work on a full or part time basis.

(h) **Benefit entitlement/Rollback to Pool**

A full time employee rolled back from a posted position to the full time pool will **retain** all benefit entitlement. The full time pool will be maintained at 15.

An employee rolled back from full time to part time will keep all benefit entitlement for the first six months.

Section 4. Lay-Off Notice

(a) All employees other than Pool employees shall receive either two (2) weeks notice of lay-off or two (2) weeks pay in lieu of such notice. Full-time Pool employees shall receive one (1) week's notice of lay-off or one (1) weeks pay in lieu of such notice.

All Full-time Pool employees who have **been** in the Pool longer than six (6) months shall receive either two (2) weeks notice of lay-off or two (2) weeks pay in lieu of such notice.

(b) **The** Employer agrees to advise the Shop Steward in writing the name of the employee to be laid off, date notice is given and effective date of lay-off.

Section 5. Permanent Lay-offs • Shall be considered terminations and dealt with under Article 9 of this Agreement.

Section 6. Promotions and Transfers

(a) Promotions - **length** of service shall be the governing factor in promotions providing the factors of being capable, merit and ability are relatively equal among those involved.

- (b) Promotions shall be made to those who are qualified or capable of being qualified with training to perform the work to be done. In the event a senior applicant is not given a trial period, Management shall discuss the matter with the Grievance Committee prior to filling the job vacancy.

Section 7. Job Vacancies

- (a) When job vacancies arise, a Notice of Job Posting will be posted immediately on the bulletin board(s) for three (3) working days.
 - (i) Job vacancies at the forklift classification level and lower (with the exception of Light Duty Classifications) will be posted site wide.
 - (ii) Job vacancies above forklift classification will be posted in the home department. If no suitable applications are received such jobs will be posted site wide for three (3) working days.

It is agreed that should a position be filled for more than thirty-two (32) hours per week for more than eight (8) consecutive weeks, this will trigger a review by the departmental Grievance Committee to consider whether or not a full time position needs to be posted.

Applicants must apply in writing to their Department Management within the three (3) working days period.

Name(s) of the successful applicant(s) will be posted on the bulletin board(s) within three (3) days of the closing date of the posting.

- (b) Employees absent from the Company shall automatically be considered as possible applicants for any job postings upon **return** to work for a period of three (3) working days.

- (c) Entitlement for job postings under (b) will be restricted to a maximum period of four **(4)** weeks from original date of posting for persons off work due to Weekly Indemnity, Workers' Compensation or any other authorized or scheduled absence.

Employees absent from the Company under these circumstances are required to contact their Union Representative, Human Resource Dept. or their Department Management each four **(4)** weeks of their absence in order to apply for any posting for which they may be eligible.

- (d) The senior full-time pool employee who is not in a "locked-in" status must take the first job on a site wide posting for which there **are** no eligible applicants (excludes Sanitation and Transport).
- (e) **An** employee holding a posted position in a department may not take a posting outside of that department unless his/her seniority is more than the seniority of the senior full-time labour pool employee who is not in a "locked-in" status.
- (f) Employees transferring to a different department on a job posting shall have full Company seniority rights to internal job postings in that department **after** a period of one (1) year from effective date of initial transfer.

In the event of a closure, or transfer of jobs from one Department to another, full seniority would apply immediately.

- (g) Employees applying for a vacancy they have created will be permitted to post back to their original job but will not have posting rights for one (1) year from effective date of job posting.

(h) **Locked-In Positions ~ Utility Workers**

Anyone posting into a Utility Worker position will be required to remain within this classification for a period of one (1) year from the effective date of job posting regardless of previous experience.

Failure to attain adequate standards within the training period, or anyone wishing to vacate the position before attaining the one (1) year period, will, either:

- (i) Revert to the Pool, in which the employee would assume the most junior full-time pool position with NO posting rights for the remainder of the one (1) year period and his/her seniority would apply only in the case of a layoff or rollback, or
- (ii) Return where his/her seniority allows to the part-time Pool. Once employee reaches the full time Pool, (s)he stays in the most junior position until the lock-in period is satisfied.

Once the lock-in period is satisfied, employee regains all seniority rights.

ARTICLE 9 - SEVERANCE PAY

Section 1. When employment of a regular full time employee is terminated by the Company for reasons other than by resignation or discharge, the Company in addition to accrued vacation pay shall pay the employee the following:

After two (2) years of service, one (1) weeks pay for every year of service, to a maximum of thirty-five (35) weeks.

Section 2. After a regular full time employee has been laid off longer than one (1) year, his/her chances of re-employment will be reviewed by the Company and the Union. At that time the Company and the Union will agree to delete the persons name from the Seniority List and pay him/her his/her full severance pay, or agree to review his/her chances of re-employment at a later date.

Section 3. Part time employees who have worked 1,040 hours in the calendar year shall be considered full time employees for the purpose of calculating severance pay for that year.

Section 4. In the event of a site closure the Company will give either three months notice or pay in lieu of notice.

ARTICLE 10 - VACATIONS

Section 1. Employees who have been in the continuous service of the Company less than one (1) year do not schedule vacations in the first calendar year of employment.

Such employees will be paid a vacation allowance equal to 4% of gross earnings for the first calendar year. This vacation allowance will be paid bi-weekly up to and including the last pay period of December in the year of hire.

By paying out the vacation allowance during the first calendar year of employment, all employees have a common anniversary date of December 31st.

Section 2. Annual vacations shall be taken before ~~December~~ 31st of each calendar year.

Employees entitled to vacations will not be allowed to take money in lieu thereof.

- a) Full time employees who have the following records of continuous service with the Company shall be entitled to the following vacations with pay, including premiums where regularly assigned:
- Those with one (1) year or more - two (2) weeks at their regular rate of pay.
- Those with ~~three~~ (3) years or more - three (3) weeks at their regular rate of pay.
- Those with with eight (8) years or more - four (4) weeks at their regular rate of pay.
- Those with thirteen (13) years or more - five (5) weeks at their regular rate of pay.
- Those with eighteen (18) years or more - six (6) weeks at their regular rate of pay.
- Those with twenty-three (23) years or more - seven (7) weeks at their regular rate of pay.
- b) Employees entitled to two (2) weeks vacation or greater **may** schedule their vacations in the calendar year without being required to pass their anniversary date.
- c) Full time Pool employees will be paid at the prevailing percentage of Order Selector rate for each week of scheduled vacation. Payment of premiums (weekend, **shift** and freezer) will mirror the last week worked prior to vacation.
- d) **Prime Time Vacation Period** - is defined as the thirteen (13) week period beginning the **third** Sunday in June plus the week of Christmas. Employees so entitled shall receive three (3) weeks vacation during **this** period.

- e) Non-Prime Time Vacation Period and Extended Leave of Absences Period - Employees so entitled to four (4) or more weeks may take them consecutively providing the employee takes same during the non-prime time and extended leave of absence period.

Excluding compassionate leave, the employee can apply for up to five (5) weeks of Leave of Absence once per year. Only full weeks may be taken (except where to complete less than five (5) days accumulated time off and/or Statutory Holidays in one (1) week only) and can only be scheduled in one (1) block in the year.

Leave for the period beginning the first week in January up to prime time (i.e. "First Half") must be applied for by December 1st of the preceding year. Leave for the period following summer prime time to the end of December (excluding Christmas week) (i.e. "Second Half") must be applied for by July 1st of that year.

Statutory Holidays falling within the Leave of Absence period will not be paid if the holiday falls during employee's regular work week

Employees will reimburse the Company for benefits (including dental) paid during full weeks of Leaves of Absence.

Sick Leave accrual will be adjusted by one (1) hour for each week of Leave of Absence.

- f) Prime Time Vacation Period and Extended Leave of Absences - Leaves requested for the prime time period will be based on a formula by Department.

These leaves will be limited to a maximum of two (2) weeks tied to vacations to form a consecutive leave. This prime time leave will only be granted to employees once in a five (5) year period.

Part-time Pool employees may apply for up to two (2) consecutive weeks prime time leave.

Leaves for this period must be applied for by January 1st of each year.

Anyone applying for this leave cannot apply for non prime time Leave of Absence.

Section 3.

- (a) Vacations and accumulated time off scheduling must be completed by December 15th of each year. The maximum number of employees scheduled off each week during prime and non-prime time vacation shall be determined by the **agreed** upon formula: (Prime Time - number of employees in department x the number of weeks required off divided by number of weeks in prime time). (Non-Prime time - number of employees x number of weeks required off divided by number of weeks in non-prime time period.).
- (b) During the vacation scheduling period (October 1st to December 15th of each year) employees who are transferring to another department shall schedule their vacations in the department which they are moving from.
- (c) Employees changing departments or transferring within a Department where it involves a change in vacation schedules within that Department will be required to slot their scheduled time off into the new vacation schedule. Exception: the first four (4) weeks in the Department or weeks verified for a prepaid vacation.

Section 4. If a statutory holiday occurs during *the* period of any annual holiday **taken** by an employee, such day shall be accumulated and scheduled in accordance with Article 23, Accumulated Time **OFF**, subsection (d). Statutory holidays cannot be banked towards a retirement bridge.

Section 5. The preferred position in the selection and allocation of vacation periods shall be awarded on the basis of Seniority - longest uninterrupted service having first choice. The Company and the Grievance Committee shall together adjudicate and decide borderline or conflicting cases.

Section 6.

(a) Employees leaving the employ of the Company shall be paid a vacation allowance dating either from the date of employment or last vacation period, whichever may be applicable. Such vacation allowance shall be at the rate of:

4% of straight time hours, **plus** premiums paid for employees with more *than one* (1) years service but less ~~than~~ three (3) or more years continuous service.

6% for employees with ~~three~~ (3) or more years continuous service.

8% for employees with eight (8) or more years continuous service.

10% for employees with ~~thirteen~~ (13) or more years continuous service.

12% for employees with eighteen (18) or more years continuous service.

14% for employees with twenty-three (**23**) or more years continuous service.

- (b) Upon termination of an employee, the Company shall recover from that employee any overpayment of holiday pay or paid vacation allowance resulting from the employee taking vacations before his anniversary date.

Section 7

- (a) Vacations falling during the first *six (6)* weeks (**42** days from start of claim) of a WI or WCB claim will not be rescheduled but will be used **as** "top up". Pay from all sources shall not exceed 100% and the claim will not be interrupted as a result of this section.
- (b) Vacations falling beyond the first six (6) weeks of a WI or WCB claim will at the conclusion of the claim and at the employee's option, **be** either rescheduled or paid out.

ARTICLE 11 - SAFETY AND HEALTH

Section 1.

- (a) The Company will maintain adequate and clean lunchrooms, rest rooms, and sanitary facilities for the use of its employees and give proper attention to the elimination of conditions of employment which are a **hazard** to the safety and health of its employees.
- (b) Special wearing apparel and other equipment shall be supplied by the Company to properly protect its employees from injury.
- (c) **Footwear Allowance** - Employees working in areas designated by the Workers' Compensation Board **as** safety footwear areas will be required to wear same to a standard acceptable to the Workers' Compensation Board regulations.

Effective January 1, 2004 all employees will be eligible to be paid an annual footwear allowance of up to \$130.00. This allowance will be paid only once per calendar year. The current practice of paying the allowance once every four years to the Utility Workers in the Frozen Foods Warehouse remains in force.

To receive the allowance, the employee must provide the supervisor/manager with the original receipt of purchase, and must be wearing the footwear described in the receipt. Once the expense is approved by the supervisor, the eligible amount will be paid by manual cheque.

New employees will be reimbursed after ninety (90) calendar days of employment for Footwear Allowance.

(d) **Safety Committee** - There shall be a committee in each operation or department who will meet with Management. Minutes of such meetings shall be kept and posted on the bulletin boards. The employee Committee shall be constituted as follows:

- | | |
|------------------------------|-----------------------|
| Distribution Centre | - Plant Chairperson |
| Grocery Warehouse | - two representatives |
| Maintenance and Truck Repair | - one representative* |
| Trucking Department | - one representative |
| Produce Department | - one representative |
| Frozen Foods Dept. | - one representative |
| Security Department | - one representative |
| Sanitation Department | - one representative |
| Terminal Building | - one representative |

* It is agreed that a representative from the Maintenance Department will sit on the Safety Sub Committee.

Minutes of each Safety Meeting shall be supplied to each Committee member.

Section 2. Safety and Health - It is agreed that first aid facilities and a qualified First Aid Attendant, within the bargaining unit, holding an Occupational First Aid Level II Certificate, shall be provided by the Company. Said First Aid Attendant to receive additional pay per hour as follows:

Level II Certificate - one dollar (\$1.00) per hour

Employees may take Level III certification. Company to pay for cost of tuition, but not for additional training period, which must be taken as either vacation/ATO, or pre-approved Manager's Leave.

Spare First Aid Attendants to receive fifty-five cents (\$0.55) per hour for all hours worked including hours worked as a F.A.A.

ARTICLE 12 - GRIEVANCE PROCEDURE

Section 1. There shall be a Grievance Committee designated by the Union, who are actually then in the employ of the Company and who will be afforded such time off as may be required to attend meetings with the Management held at the request of the Management or the Committee. Said Committee to be constituted as follows:

Grocery Warehouse	-two representatives
Trucking Department	- two representatives
Produce Department	-one representative
Frozen Foods	- one representative
Security Department	-one representative
Sanitation Department	-one representative
Terminal Building	-one representative
Truck Repair	-one representative
Maintenance	-one representative
Office Staff	-one representative
Inventory Control	-one representative
Employee Pool	- one representative

Only the Committee member of the Department concerned shall attend any meetings in Second Step of the Grievance Procedure **unless** otherwise mutually agreed.

Section 2. Minutes of meetings shall be brief, stating the problem and any decision reached regarding the matter. Minutes shall be prepared by the Grievance Committee or the Company, as mutually agreed upon and signed by both parties. One copy shall be retained by the Company and one by the Union.

Section 3. The Union agrees to advise the Company of the names of members of the Grievance Committee in writing and also of any changes from time to time.

Section 4. The steps to be taken in the handling of any grievance shall be:

FIRST: Between the aggrieved employee, with or without the Shop Steward, and the Supervisor, a decision if at all possible to be rendered immediately and not later than twenty-four (**24**) hours.

In the case of a grievance involving the dismissal of an employee, this Step of the Grievance Procedure may be omitted.

SECOND: If settlement is not reached, the grievance shall be presented in writing, signed by a member of the Grievance Committee, to the Manager; a decision to be rendered within forty-eight (**48**) hours.

THIRD: If a Representative of the Union, the Grievance Committee and a Representative of Summit Logistics Inc. - Industrial Relations Department, fail to reach a satisfactory settlement within seventy-two (**72**) hours, Step Four may be invoked.

FOURTH:

- (a) Failing settlement of a grievance at the ~~third~~ step of the Grievance Procedure, either party may request that the grievance be submitted to a single arbitrator who shall attempt to mediate a settlement of the grievance. The parties agree that if the arbitration is untimely, the parties may, by mutual agreement, agree to an alternate arbitrator.
- (b) If a grievance is not resolved as a result of mediation under paragraph (a), either party may direct the mediator to give (a) written recommendation(s) for resolution of the grievance and to deliver the recommendation(s) to the parties. Acceptance by the parties of the recommendation(s) shall constitute a final and conclusive settlement of the grievance.
- (c) In the event that such recommendation(s) are not accepted then the parties hereto covenant and agree that every unresolved grievance shall be and constitute a negotiable issue on the agenda of issues to be negotiated between the parties in the course of the collective bargaining for a new Collective Agreement to succeed this Collective Agreement upon the expiration of the term hereof, and the parties further covenant and agree that the obligation to place such unresolved issues on such agenda and to bargain those issues as provided herein, shall survive the expiration of this Collective Agreement, until the conclusion of a new or renewed Collective Agreement.

FIFTH: It is distinctly understood and agreed between the parties hereto that in the event that the Company shall dismiss any employee covered by ~~this~~ Collective Agreement and any such employee believes that he has been unjustly discharged, then the dispute shall be resolved in accordance with the general terms of the Discipline Policies, Procedures and Guidelines as adopted by the Parties on date of ratification.

Section 5. It is distinctly understood that any Board of Arbitration is not vested with the power to change, modify or alter this Agreement in any of its parts; the Board may, however, interpret the provisions of this Agreement.

Section 6. The Union and the Company **agree** that Sub-section 1 of Section 87 of the Labour Relations Code of B.C. shall only be implemented where mutually agreed by the Employer and the Union.

ARTICLE 13 -DISCHARGE CASES

In the event an employee be discharged, laid off or ~~transferred~~ to another part of the Company operation, the Union shall be advised and if he or she believe that they have been unjustly dealt with, such discharge, layoff or transfer shall constitute a case arising under the method of adjusting grievances herein provided. In the event it should be decided that an injustice ~~has~~ been dealt an employee, the Company shall reinstate such employee and pay full compensation for time lost or any lesser settlement as may be agreed upon between the Company and the Union.

ARTICLE 14 - SICK LEAVE

Section 1. Full time employees after completing ~~three~~ (3) months of continuous service accrue one-half work day (four hours) of disability leave credit for each calendar month of full time employment completed thereafter.

Section 2. Payout of Sick Time

An active employee with more than ninety-six (96) hours accumulation at December 1st of each year may elect a payout of any or all hours in excess of 96. This payout will be paid by the end of the year and is based on total hours as at December 1st.

If employee is regularly assigned to a job where shift or freezer premiums are payable, applicable premiums shall be paid on the payout. Weekend premiums are not payable on the payout.

Posted Floaters and Vacation Relief employees will be entitled to shift or freezer premiums on the payout if the last three (3) out of five (5) weeks worked prior to the payout were on a **shift** that included premiums. Weekend premiums **are** not payable on the payout.

An employee who leaves the Company because of disability, resignation, or termination will be compensated for all unused sick leave accumulated as of the date of his/her termination.

An employee who retires from the Company may elect to either

- (i) be paid out all sick leave accumulated at date of retirement, or
- (ii) use accumulated sick leave to extend his/her service for pension credits, such extension to be called the "Retirement Bridge". The following is understood and agreed:
 - employee is not permitted to withdraw notice of retirement once the retirement bridge commences
 - BC Medical coverage will continue for the duration of the retirement bridge
 - Extended health care, including hearing aids, eyeglasses and Life Insurance, but excluding Short **Term** Disability coverage, will continue for the duration of the retirement bridge

- Dental coverage ceases once the retirement bridge commences
- Employee does not **accrue** sick leave credits beyond the final day of work
- Employee is not entitled to remuneration for any stats falling during the retirement bridge neither is the retirement bridge extended **as a** result of stats falling during the retirement bridge
- Employee does not accrue vacation during the retirement bridge.

Furthermore, an employee may elect to take any earned but unused Vacation, ATO, or Stats, up to the final day of work to further extend the retirement bridge providing the total bridge is one continuous period.

Section 3

- (a) The Company shall take whatever steps it feels necessary to establish the genuineness of a disability.
- (b) Should an employee receive sick leave **as** the result of an accident and he/she subsequently receives a wage loss settlement **from** I.C.B.C. covering the same period, the amount by which 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 employees banked sick days accumulation.

Section 4. It is further understood employees shall have the option **as** to whether they wish to use **any** accumulated sick leave pay or go on the Weekly Indemnity Insurance Plan as provided for under the Group Insurance Plan. It shall be the responsibility of the employee to advise the Company not later than the **third** day of absence of his/her intention or forfeit such option.

Section 5. Employees, if found abusing this privilege, shall be disciplined by Management. In such cases the Company may discontinue or reduce the sick leave benefit of the employee or terminate the services of such employee.

ARTICLE 15 - AUTOMATION

Section 1. Advance Notice - The Union agrees it is the sole right and function of Management to change methods or facilities and to install equipment of all kinds and to make such other changes to its operations as it deems necessary or advisable. Should the Company decide to install new advanced mechanical equipment, change methods, or close down any of its departments resulting in the termination or lay-off of full time employees, that it will give the Union and its Committee three (3) months advance notice. It is understood the Parties shall then discuss the question of retraining or the application of severance pay.

Section 2. Method and **Technology** Change
When new methods, technology or equipment **is** introduced, the Company commits to provide training.

Section 3. Retraining - **As** far as retraining is concerned, there are many factors involved such as the requirements of skill and knowledge, whether a person is needed now or in a given length of time and whether present staff have shown adaptability to the type of work to be done; also their physical fitness, etc. These are some of the factors that would determine if training should apply, or if termination, or temporary or permanent lay-off of **staff** is required.

Section 4. Severance Pay - Regular full time employees whose employment is terminated under this Section shall be entitled to severance pay of one weeks pay up to a maximum of thirty-five (35) weeks pay. Severance pay as now provided under Section 1 of Article 9 shall not apply.

ARTICLE 16 - JURY DUTY

Section 1. **An** employee summoned to jury duty or subpoenaed as a witness shall be paid their **regular** wages they would have earned had they worked on such day(s).

Section 2. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty and actual work on the job in one day shall not exceed eight (8) or ten (10) hours for purposes of establishing the basic work day. Any time worked on the employee's regular job in excess of the combined total of eight (8) or ten (10) hours shall be considered overtime and paid as such under the Contract.

ARTICLE 17 - LABOUR DISPUTES

The Company agrees that in *the* event of a legal strike amongst the employees of a concern with which the Company is doing business, it will not ask, require, or in any way force or compel members of the Union to service such a strike bound ~~firm~~ by crossing any established legal picket line(s). Should a question regarding "hot" goods arise, it shall immediately be referred by the Union Representative to the Company's Industrial Relations Department for joint discussions and considerations.

ARTICLE 18 - UNION BUSINESS

Section 1.

- (a) The Company will grant leave of absence without pay to employees who are appointed to Union Office for a period up to and including one (1) year. Further leave of absence may be granted by mutual consent.

An employee who obtains this leave of absence shall return to the Company within thirty (30) calendar days after the completion of his term of employment with the Union.

- (b) The Company will grant leave of absence without pay to employees who are elected as Representatives to attend Labour Conventions and Union Conventions of the Retail Wholesale Union in order that they may carry out their duties on behalf of the Union,
- (c) In order for the Company to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the Company will be given due notice in writing; in the case of (a), two (2) months and in the case of (b), five (5) calendar days.
- (d) It is agreed and understood
 1. Under paragraph (a) above, not more than one (1) employee shall be on leave of absence at any one time.
 2. Under paragraph (b) above, not more than one (1) from each Department shall be given leave at any one time.
- (e) The Company agrees to maintain the present practice regarding pay arrangements when employees are off on Union business under Section 1(b).

ARTICLE 19 - NEW HIRING PROCEDURES

It is agreed that only members of the Retail Wholesale Union, with acceptable qualifications to the Company will be hired. The Company (Industrial Relations Department) will advise the Union of the reasons for not hiring an applicant and the Union will be requested to supply an alternative within an additional forty-eight (48) hours from the time of receiving such advice.

If after forty-eight (48) hours, the Union is unable to supply, the Company shall employ from other sources.

The hiring procedures shall be in accordance with the Union's job referral rules as posted.

Section 2. All prospective employees will be **required** to have a medical examination prior to being employed. The cost of the medical exam shall be borne by the Company.

Section 3. New Hires

Warehouse Workers

Stat Rate:	0 to 12 months	70% of classification rate
	12 to 24 months	80% of classification rate
	24 to 36 months	90% of classification rate
	over 36 months	100% of classification rate

Drivers/Office Staff

Stat Rate:	0 to 12 months	80% of classification rate
	12 to 24 months	90% of classification rate
	over 24 months	100% of classification rate

Section 4. Probation Period

All new employees are considered probationary employees for the first three calendar months of employment. During the probation period a new employee may be terminated for any bona fide reason.

ARTICLE 20 - COMPANY GROUP INSURANCE PLAN AND B.C. MEDICAL

The Company agrees to pay premiums to provide the following:

- (a) B.C. Medical
- (b) Extended Health Benefits
- (b) Weekly Accident and Sickness Benefits
- (c) Group Life Insurance

Section 1 - B.C. Medical ("M.S.P.")

In the event that the Government institutes a Medical Plan to which the Company is not required to make any contribution, the Company will add to the employee's hourly wage rate the amount that the Company has been paying on behalf of the employees to the present B.C. Medical Plan.

Section 2, - Extended Health Benefits, Weekly Accident and Sickness Benefits ("Weekly Indemnity"), Group Life Insurance

- (a) The Company will **make** available to its employees covered by **this** Agreement a **Group** Insurance Plan. The Company may adjust that Plan, including employees and dependents premiums.

The Union shall be advised of any such decision by the Company to adjust the Company **Group** Insurance Plan prior to such change being made effective on employees covered by this Agreement.
- (b) It **is** understood employee's coverage will continue for all Welfare Plans if the employee is off work as a result of a Workers Compensation claim or sickness or accident.
- (c) It is understood all employees' dependents shall be covered by the above welfare plans. Eligible dependents shall be wife or husband plus unmarried children under the age of 19 or under *the* age of 25 while attending an educational institution provided such person is still dependent on the employee.
- (d) The Company will provide a non-contributing reimbursement Hearing Aid, Eyeglass, and Prescription Drug Plan ("H.E.P.") providing the following benefits:
 - (i) Hearing Aids *to* a maximum of \$550.00 per person once every four **(4)** years. If two **(2)** hearing aids are prescribed, maximum of \$1,100.00 per person once every four **(4)** years.
 - (ii) Eyeglass, lenses and frames, to a maximum of \$180.00 per year per person.
 - (iii) Reimbursement Drug Plan with no deductible.

(e) **Weekly Accident and Sickness Benefit ("Weekly Indemnity")**

- (i) The Company will reimburse the costs of providing medical reports for Weekly Accident and Sickness benefits.
- (ii) The Company shall provide that monies paid under the Weekly Accident and Sickness Benefit Plan are taxed at a flat rate of 20% at source.
- (iii) All payments will be made at 70% of employees regular hourly rate including premiums where regularly assigned.
- (iv) **Weekly Benefit**
1st day hospitalization, not limited to overnight.
4th day sickness or accident not requiring hospitalization
Length of coverage - 39 weeks from date of disability including converted Workers' Compensation claims.

If an employee is on scheduled time off and establishes a Weekly Indemnity Claim, the scheduled time off may satisfy any or all of the first three waiting days.

- (v) Should an employee receive Weekly Indemnity benefits as the result of an accident and he/she subsequently receives a wage loss settlement from I.C.B.C. covering the same period, the amount by which Weekly Indemnity benefits cause the total replacement income to exceed the employee's regular "earnings" shall be reimbursed to the Insurer.

If an employee attempts to bypass this repayment obligation by making a "Global" settlement with I.C.B.C. it is understood that wage loss is the first component of that settlement and is still repayable to the Insurer under the intent of this section of the Collective Agreement.

Section 3. Upon retirement an employee shall have a \$2,500.00 paid up Life Insurance Policy. In addition, the Company will maintain medical coverage from the B.C. Medical Plan for employees who retire on pension.

Section 4. Employees Who Qualify for Disability Benefits from the Retail Wholesale **Union** Pension Plan - Employees on disability and their eligible dependents shall be covered by the Dental Plan, H.E.P., M.S.P. and Extended Health Plans of this Collective Agreement.

Group Life coverage shall apply to employees receiving disability benefits.

It is understood the following conditions shall apply:

- (a) The employee shall be paid out at the date he qualifies for disability benefit similar to a retired employee.
- (b) It is understood that should an employee later return to work and subsequently retires or becomes disabled again, there shall be only one payment under this section.
- (c) It is understood the employee shall retain his seniority with the Company. However, it is further understood that an employee shall not accrue any vacation, ATO, sick leave, severance pay, or benefits except as set out above while receiving disability benefits.

Section 5. Employees who are on compensation shall be paid the amount entitled to from the Workers' Compensation Board by the Company. The employee shall reimburse the Company when they receive payment from the Worked Compensation Board if the employer is unable to arrange that the Board reimburse the Company direct. An employee found not returning monies paid direct to them by WCB will be disciplined.

ARTICLE 21 - PREPAID DENTAL PLAN

Section 1.

(a) The Employer agrees to contribute for all compensable hours (except overtime hours) paid for by the Company for each full time employee in the bargaining unit who has completed six (6) months of service with the Company.

Specifically, present and future compensable hours are as follows:

- (1) Straight time hours
- (2) Vacations
- (3) ATO
- (4) Statutory Holidays
- (5) Paid Sick Leave (excluding annual payout)
- (6) Paid Compassionate Leave and Jury Duty
- (7) Parental/Maternity/Compassionate Care/
Family Responsibility Leave.

(b) Should a newly hired full time employee have previous coverage under the R.W.U. Dental Plan and is under the sixty (60) day extension of coverage provision of the Plan, contributions and eligibility will begin at the conclusion of such sixty (60) day extension. Coverage shall be effective day one (1) if not on extension.

- (c) It is agreed that in the event the Government of ~~Canada~~ or the Province of British Columbia provides a non-contributory Dental Care Plan with similar benefits the Employer's obligations to continue contributions to the Dental Plan shall cease. It is further understood, should a Government Plan create duplicate benefits; then these benefits shall be deleted from the Dental Plan and the Employer's contributions in respect to the cost of these benefits shall cease.

Section 2.

- (a) The Employer agrees to contribute a contribution as determined to be necessary by the Dental Fund Trustees to provide:
- 90% Basic Dental Services
 - 90% Crowns, Bridges and Dentures
 - 90% Orthodontics, according to orthodontics fee schedule

Orthodontics coverage will commence on the first day of the month following six (6) months of continuous coverage in the Plan. See Dental Care Plan pamphlet for details.

- (b) It is understood the contribution shall be reviewed **every** February 1st and shall be adjusted upward or downward based on experience in the Fund, so as to provide the above benefits.

ARTICLE 22 - PENSION

The Company agrees to make payments to the Retail Wholesale Union Pension Trust Fund for each employee working in job classifications covered by the collective Bargaining Agreement at the rate of ten percent (10%) of gross earnings.

The Company agrees to become a participating Employer under the Retail Wholesale Union Pension Trust Fund and to execute such documents as may be required in this respect.

It is understood that contributions shall be payable in respect to the earnings of employees from the first day of employment whether said employees are permanent, temporary or seasonal or full time or part time employees and regardless of whether or not they are members of the Union. It is further understood that each day or hour paid for, including days or hours of paid vacation, paid holidays, deemed hours for Parental, Maternity, Compassionate Care or Family Responsibility Leave or other days or hours for which pay is received by the employee in accordance with the collective Bargaining Agreement shall be counted as days or hours for which contributions are payable.

Contributions, along with a list of employees for whom they have been made and the amount of contributions in respect to the earnings of each employee, shall be forwarded by the Company to the Custodian of the assets of the Retail Wholesale Union Pension Trust Fund and shall do so not later than twenty-one (21) days after the close of the Company's four (4) week accounting period.

In the event the Company fails to forward the prescribed contributions within the above stated time limitation, the Company shall be liable to pay interest on such contributions equal to 10% per annum multiplied by the number of months between the date such contributions were due and date paid.

It is understood such interest would apply only to contributions not post-marked or deposited within the 21 day period.

The Company shall also complete such forms and provide such information as the Trustees and Administrator of the Retail Wholesale Union Pension Plan may reasonably require from time to time in the administration and operation of the Plan.

ARTICLE 23 - ACCUMULATED TIME OFF ("ATO")

- (a) Employees so entitled accumulate paid time off ("ATO") on the following basis:

- Two (2) hours for **39** (thirty-nine) hours of straight time actual work per week to a maximum of **80** (eighty) hours per year.

Sunday after ratification **43** (forty three) additional senior employees will be entitled to accrue ATO.

Following Sunday after ratification, whenever the name of an employee who has ATO is removed from the seniority list, the next most senior employee on the seniority list who does not have ATO will start to accrue ATO. The accrual for this employee will commence the first shift following the terminated employee's last day of active service.

- (b) ATO will accumulate on any full weeks of Statutory Holidays including full weeks of Statutory Holidays paid at 100% from all sources falling during a Weekly ~~Indemnity~~ or Workers' Compensation claim(s).
- (c) Upon termination an employee shall be paid for all accumulated hours to which he/she is entitled to at the time of termination (**minus** remaining 1983 ATO advance, if applicable).

Upon retirement an employee may elect to be paid out all or part of his/her accumulated hours (minus remaining **1983** ATO advance, if applicable) or use **all** or part of the accumulated hours (minus remaining **1983** ATO advance, if applicable) towards a "retirement bridge". (Refer to Article 14 - Sick Leave.)

- (d) At vacation scheduling time employees have the following options regarding their ATO accrual:

- i) Schedule all or part into next year's vacation planner in full weeks, i.e. 40 hours, in non prime time only. A balance of less than 40 hours can be made up with statutory holidays and/or a leave of absence to make a full week for one week only. Any balance of less than 40 hours will be carried into the following year or used towards a "retirement bridge".
 - ii) Use ATO hours to pay off all or part of the "1983 ATO 40 hour advance"
 - iii) Bank all or part of the accumulated hours towards a "retirement bridge" (refer to Article 14 - Sick Leave). Banked hours will show separately on employee's cheque stub.
- (e) ATO and stats falling during the first six (6) weeks (i.e. 42 calendar days from date of disability) of a WI or WCB claim shall not be rescheduled but will be used as "top up". Pay from all sources shall not exceed 100% and the claim will not be interrupted as a result of this section.

ATO falling beyond the first six (6) weeks of a WI or WCB claim will, at the conclusion of the claim and at the employee's option, be either rescheduled, or paid out, or used to pay off all or part of the 1983 ATO advance, or banked towards a "retirement bridge" (refer to Article 14 - Sick Leave).

Stats falling beyond the first six (6) weeks of a WI or WCB claim will at the conclusion of the claim and at the employee's option, be either rescheduled, or carried forward to the following year, or paid out.

ARTICLE 24 - DRIVER TRAINEE

Vacancies for Driver Trainees will be posted in accordance with Article 8- Seniority, Section 7, Job Vacancies.

All applicants must possess the following to be accepted as a driver:

1. Age **minimum** of 21 years.
2. Drivers License Abstract must be presented with posting application. . (This may be obtained Free from your local Motor Vehicle Office- Public Search Print.)
3. Drivers License Abstract must show a satisfactory past driving records, i.e. as of the closing date of the posting applicant can have up to, but not exceeding, three (3) points on their driving record over the last two (2) year period.
4. Medical clearance from a physician. Cost of obtaining this will be reimbursed by the Company.
5. Current air brake endorsement. Cost of obtaining this will be reimbursed upon the successful completion of training.

Once accepted, the trainee will be given a minimum of one (1) week on the job training.

The Driver Trainer will train driver trainees one at a time in seniority order. Until called for training, all other successful applicants will remain in their current department.

During the training program, the applicant will be paid the prevailing Class 1 Driver rate of pay or the applicable % of the Class 1 Driver rate.

Employees who pass the driver training will:

1. Be locked in to the Transport Department for a period of three (3) years from the effective date of job posting.

2. Be required to work **an** evening shift **as** assigned for a period of at least one (1) year from the effective date of job posting.
3. Have **full** Company seniority rights to Internal Job Postings in Transport (excluding job vacancies in 4 below) after a period of one (1) year from effective date of job posting.
4. Have no posting **rights** for Line, Spare Line or Dispatch Postings for a period of two (2) years from the effective date of job posting.
5. Be paid the prevailing **Class 1** Driver rate or the applicable % thereof plus all applicable premiums.

Employees who do not pass or withdraw from the driver training will:

1. Be required to wait a minimum of two (2) years from effective date of job posting to re-apply.
2. Be allowed only one more opportunity to successfully pass the training.
3. Revert to the Employee Pool slotting in by seniority. If the trainee has previously held a posted position, (s)he will retain posting rights.

Employees **who** voluntarily leave the Trucking Department:

An employee who voluntarily leaves the Trucking Department without completing three (3) years of service will either.

1. serve the remainder of the three (3) year lock in period in the most junior position of the full-time Pool, or

2. **return** where their **seniority** allows to the part time pool. Once the employee reaches the full time pool, (s)he stays in the most junior position until the lock in period is satisfied. Once the lock in period is satisfied, employee regains all **seniority** rights.

Should there be no successful applicants from this bargaining unit, applicants (including R.W.U. referrals) must hold a current B.C. Class One(1) License.

ARTICLE 25 -EMPLOYEE **POOL**

Section 1. **Working** Conditions

Pool employees may be assigned to a department the same day a shift is needed.

It is agreed a pool employee will only work any one of the established shifts in the Department employed or as mutually agreed between the Company and the Union.

Pool employees will work in any classification **up** to Order Selector **unless** as otherwise mutually agreed to between the Company and the Union.

1. Separate **seniority** and vacation lists will be maintained for each of the Full and Part-time Pools.

Section 2. Posting Rights for Employee Pools

Full and Part-time pool employees who have passed probation have posting rights **ONLY** to the following job postings:

- Pool postings for site First Aid Attendant
- Driver Trainee
- Warehouse Cleaner Machine Operator

If a vacancy on a site wide posting for a position other than the three positions listed above is not filled, the posting is awarded to the most senior Pool employee who is not in a "lock-in" situation. **As** of the effective date of posting, such employee will have posting **rights** to all vacancies.

Section 3. Full Time Pool

A full time pool shall be maintained with fifteen (15) employees.

Full time pool employees will work five (5) consecutive days with two (2) consecutive days off.

Section 4. Part-time Pool -not subject to lay-off notice.

A part-time pool will be maintained with up to thirty-five (35) employees.

Part-time pool employees will work **up** to five shifts per week with no guarantee of consecutive days off.

Part-time employees called in after the start of the shift will complete the **shift** and, if required, have the option of completing eight (8) hours of work at straight time.

Benefits Part-time Pool

(a) Statutory Holidays

- (i) Employee shall be entitled to statutory holiday pay when he/she has worked for the Company for thirty (30) **days**
- (ii) Employee will be paid for a Statutory holiday if he/she works his/her last scheduled shift in the two (2) week period preceding the week in which the Statutory

holiday falls, and works the first scheduled shift in the two (2) week period following the week in which the Statutory holiday falls, unless scheduled leave is granted, an acceptable doctor's note is provided, or the employee establishes, or has established, a valid WI or WCB claim.

- (iii) A Part-time pool employee must be available for and will be scheduled for up to 5 regular shifts during a week in which a Statutory holiday falls. If a part-time pool employee is scheduled for five shifts (excluding the day of the Statutory holiday) he/she will bank the Statutory holiday falling in that week.
- (iv) A Part-time pool employee is eligible to sign up for overtime on a working stat.

(b) Vacations

A new employee will not schedule time off during the probationary period.

For each calendar year following first year of employment, a part-time pool employee will schedule his/her vacation on a balanced vacation schedule during non-prime time only.

Each calendar year (of portion thereof) following year of hire that an employee is part-time, he/she will be paid his/her week(s) of vacation entitlement based on straight time hours worked to each week of vacation at his/her prevailing percentage of Order Selector rate. Payment of premiums (weekend, shift and freezer) to mirror the last week worked prior to vacation.

At year end, employee's vacation payment(s) will be reviewed. Vacation earnings not to exceed employee weeks of vacation entitlement at his/her year end prevailing percentage of Order Selector rate. Any vacation earnings owed will be paid out by March 1st of the following year.

Part-time employee must work a minimum of 1040 regular hours in a calendar year to be credited with one (1) year of service for the purpose of vacation entitlement (percentage increases). Refer to Article 10 - Vacations.

(c) **Pension** - Pension contributions ~~are~~ **remitted** in accordance with Article 22.

(d) **HEP & MSP** - Eligible the 1st of the month following or coincident with ~~three~~ (3) calendar months of employment.

Weekly Indemnity - Eligible the 1st of the month following or coincident with three (3) calendar months of employment and provided employee has worked an average of 32 hours per week in the 12 week period prior to the first day of claim. Amount paid is calculated on average hours worked per day in the 12 week period prior to claim,

(e) **Life Insurance** - Eligible the 1st of the month following or coincident with three (3) calendar months of employment. Coverage level is either total earnings in the preceding twelve (12) months or \$5,000, whichever is the greatest.

(f) **Dental** - Eligible the 1st of the month following or coincident with six (6) calendar months of employment, and employee has worked a **minimum** of thirty-two (32) hours in the prior twelve (12) week period (the "review period"). Work hours include WCB, WI and scheduled **LOA** hours, but does not include hours for Emergency leave and Managers leaves.

If an employee elects dental coverage and then hours of work drop below 32 in a twelve (12) week review period, the employee will be responsible for the cost of the premiums paid by the Company during the review period.

ARTICLE 26 - PLANT CHAIRPERSON

It is understood and agreed that the Company shall provide a Union office, ~~desk~~ file, telephone, etc., at the Distribution Centre, and pay one employee who is a member of, and elected by, the negotiating committee 123.2% of the prevailing trades rate.

It is understood he/she will retain his/her seniority and classified job in the department from which he/she came.

It is understood the Plant Chairperson will not be eligible for overtime hours.

ARTICLE 27 - MISCELLANEOUS

1. Employees covered by the terms of this Agreement are not permitted to take gainful employment with other companies.
2. Where a male gender is referred to in this Agreement it shall include the female gender.
3. **Pay**
 - (a) Wages will be paid bi-weekly by direct deposit. Notices of pay will be placed in ~~sealed~~ envelopes for distribution. Notices of pay will include year to date totals for Gross Earnings, Accumulated Time Off, Sick Time, Retirement Bridge hours, Canada Pension contributions, Employment Insurance contributions and Income Tax.
 - (b) The Company will advance WCB and Weekly Indemnity monies for claims starting on or after one year of employment. Employees are not entitled to pre-pay for claims commencing during the first twelve months of employment.

4. **Company Required Medicals** - Employees, when required by the Company to obtain a medical will be given either time off work to see the Company retained physician, or be paid two hours at straight time if the medical is taken in their own time.

5. **Employee Assistance Program** - The Company and the Union have established a Joint Employee Assistance Program. Effective by mutual agreement of the Parties, the Company agrees to contribute up to 4 cents/hour and each employee agrees to contribute up to 4 cents/hour towards the cost of maintaining the program.

It is clearly understood between the Parties that should either Party decide that the program should be discontinued, it shall be, and the monies collected (not spent) shall be returned in a reasonable manner.

In the event the Union negotiates the same provision with another employer, and that employer along with the Company signatory to **this** Memorandum agree, such employer may join the Joint Program.

6. **Return to Work Program**
The Parties commit to continue to **further** the Return to Work Program for employees on Weekly Indemnity and Workers' Compensation claims.

ARTICLE 28 - COMPASSIONATELEAVE

The Company will provide up to ~~three~~ (3) days compassionate leave of absence in the case of death in the immediate family if in the area where the employee resides.

If a death of an immediate relative occurs outside the area (over a two hundred (200) mile radius from the employee's place of work) and the employee wishes to attend the funeral, the department Manager may grant up to one (1) week of compassionate leave.

Time off due to the death of a member of an employee's family must be taken at the time of bereavement.

Immediate family includes: spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, foster child, or any other relative in the household of the employee.

ARTICLE 29 -- LEAVES

Section 1 - Maternity, Parental and Compassionate Care Leave

The Company will grant Maternity, Parental and Compassionate **Care**. Leave in accordance with the prevailing Employment Standards Act and Regulations (the "Act").

The Company will provide a copy of the current Act upon request.

Employees are encouraged to advise the Company in writing up to four (4) weeks in advance of their intention to take Leave under this Article including commencement date and expected **return** to work date.

Employees wishing to **return** from Leave earlier than expected should give the Company prior notice.

Scheduled ATO, Vacation or Stat weeks falling during Leave under this Article will be rescheduled.

Benefits, including sick time accrual, will also be granted in accordance with the Act.

Section 2. Family Responsibility Leave

The Company will grant Family Responsibility Leave in accordance with the prevailing Employment Standards Act and Regulations (the "Act").

The Company will provide a copy of the current Act upon request.

Benefits, including sick time accrual, will also be granted in accordance with the Act.

Section 3. Emergency Leaves of Absence

The intent of Emergency Leaves of Absence is to cover unexpected situations for employees.

An employee may **request up to three (3) Emergency Leaves** per calendar year. Each leave is up to one (1) shift long.

Employees are encouraged to **request** the Leave prior to the start of the **shift**.

ARTICLE 30 - UTILITY WORKERS

1. **Function:**
To relieve for vacation, ATO, statutory holidays, leaves of absence, sick days (or any other absences).
2. **seniority:**
Utility Workers shall retain all seniority rights into whatever classification they may be working, (except add **om**).

If a Utility Worker is over the normal complement for a classification he/she will be the first to **roll** back
3. **Overtime:**
Utility Workers shall have classification overtime **rights**, providing they have worked the majority of hours in an eight (8) hour shift or that they have worked the last four (**4**) hours.
4. **shifts:**
Utility relief shall be performed within each shift.

5. Work scheduling:

- a) Utility Workers will schedule by seniority every *two* (2) ~~months~~ on the vacancies that are available from vacation, ATO and scheduled leave of absence and cannot leave periods open.

It is agreed and understood that Group 2 and 3 Utility Workers cannot bypass group 2 and 3 jobs during the scheduling process.

- b) Unscheduled Utility Workers will be used to **fill** in for sickness or other unscheduled absences by shift. There will be no reshuffling **of** Utility Workers because of unscheduled absences, except on an emergency basis when a qualified person is not available.

- c) Unscheduled Utility Workers will **perform** work on:

- 1) **Order** selection in the following departments:

- Grocery
- Produce
- Frozen** Foods

- 2) Unloader in the following department:
Terminal Building

6. Utility Workers shall not perform scheduled relief work in the following classifications:

Order Selection
Warehouseperson
Sanitation

ARTICLE 31 – HARASSMENT AND DISCRIMINATION

The Company and the Union recognize the right of employees to work in an environment free from harassment and discrimination and the Company undertakes to discipline any person employed by the Company engaging in or having engaged in harassment or discrimination.

For the purpose of this Article the terms “employee” and “any person employed” include hourly workers, supervisors and managers. Furthermore the Company expects that employees will provide an environment free from harassment for all visitors, guests, suppliers, vendors, Client’s employees, or any one else with whom they conduct Company business.

The Company has issued guidelines on “Respecting Others in the Workplace” and will from time to time amend these guidelines. However, the following will assist in determining what constitutes harassment and discrimination.

Discrimination may be broadly defined as any unwelcome conduct, including comments and gestures which refer to an individual’s race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, age, or any other ground prohibited under prevailing Human Rights legislation.

Harassment may be broadly defined to include:

- Any unwelcome conduct, including comments and gestures
- Behaviour that detrimentally affects the work environment or leads to adverse job related consequences for the victim of the harassment

- Harassment can include behaviour that occurs at the workplace or occurs away from the workplace but relates to employment with the Company.

Harassment may occur in a variety of ways and may in some circumstances be unintentional. Whether something is harassment depends on the affect it has on the victim, rather than the intent of the harasser. It can include such behaviour as:

- Unwelcome remarks or jokes about subjects such as race, religion, disability or age
- The display of sexist, racist or other offensive pictures or posters
- Consistent subjection of an individual to practical jokes or ridicule where the circumstances indicate that this treatment is motivated by a characteristic protected under Human Rights legislation
- Verbal threats, intimidation or abuse based on one of the protected characteristics

Sexual Harassment is a form of discriminatory harassment. Examples of sexual harassment include, but are not limited to:

- Unwelcome sexual advances, requests for sexual favours
- Unnecessary touching, patting or massage
- Suggestive remarks, dirty jokes, leering, displaying or pornographic or offensive pictures, sexual graffiti
- Sexual assault

- Any other verbal or physical conduct of a **sexual** nature directed at an individual or group of individuals by a person or persons who know, or ought reasonably to know, that such attention is unwanted

Reporting of Harassment or Discrimination

The Union and the Company recognize and, acknowledge the sensitive nature of making a complaint of harassment and commit to dealing with the situation speedily and with the utmost confidentiality.

All complaints should be made to either a department manager, or the Human Resources department. Employees will be asked to provide a written statement of all facts pertinent to the complaint. Help to write the statement will be provided if needed. The Union will be notified of all complaints made under this Article.

The Company will conduct an investigation and may from time to time request further details or clarification during the investigation process. Once the process is complete, a determination will be made. If a party to the complaint is not satisfied with the outcome of the investigation a Grievance may be filed.

When a harassment complaint or grievance is filed alleging harassment or discrimination contrary to this Article the Company may, if it deems appropriate, separate the complainant and respondent in the workplace pending the resolution of the complaint or grievance without the loss of pay or benefits.

The Company will post a copy of this policy in a conspicuous place in all departments.

ARTICLE 32 - EDUCATION LEAVE

Education leave will be made available to an employee who wishes to attend a University, recognized College, or learning institution, on the following basis:

1. Such leave will be granted on a one time only basis per employee, for the term of their program.
2. The applicant must provide proof of course registration, a list of courses, and the duration of such course(s).
3. The applicant will be attending the institution on a **full** time basis and must attend consecutive semesters.
4. The applicant is taking credit courses recognized by the Ministry of Education.
5. The applicant shall be expected to return to work within five (5) working days after the completion of spring final exams each year, or the end of the program.
6. The applicant will not accrue seniority for the time leave is granted.
7. During the period of such leave the employee will be allowed to self pay their preleave benefits status for MSP, Extended Health and H.E.P., Pacific Blue Cross Dental, and **Life** Insurance.
8. Upon returning to work during Christmas, Easter, and **Summer** Breaks - the employee will be entitled to all benefits as per benefit plan regulations.
9. While on such leave the employee shall not take employment with any other competitor in the food business (violation of this may result in termination).

10. It is understood that the person on education leave will be eligible to work the Christmas Break, the Easter Break and weekends without seniority or rights to such work for the duration of the leave. The Temporary Pool will be extended by an equal number.
 - (a) Upon return to work during **Summer** Break only, the employee will return to the Pool with full seniority.
 - (b) It is understood that a person returning to the Pool during Christmas, Spring, **Summer** Break or weekends with the intention of continuing their program in the Fall will not be eligible to apply for any postings.
11. Upon return to work **after** the completion of their Education Leave the person will be placed into the Labour Pool or Office Pool, where applicable without posting rights according to their adjusted seniority date. This shall be done by utilizing Julian dates.
12. In cases where the person is involved with projects pertaining to their courses, the employee would be required to return to work within five **(5)** working days after the completion of the project.
13. It is further understood that no vacation entitlement will be accrued for this Education Leave. The vacation anniversary date will be adjusted upon return to work after the completion of the Education Leave.

ARTICLE 33 - POLITICAL APPOINTMENT LEAVE OF ABSENCE

The Company agrees to grant leave of absence to any employee elected to or appointed to a political position within the Federal or Provincial government. The employee will not lose seniority or vacation entitlement, but will not be eligible for benefits during the time of his/her absence. (Entitlement for benefits, seniority, etc. to be worked out between the Parties.)

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APPENDIX "A"

GROCERY WAREHOUSE

Section 1. SHIFT TIMES - see Article 7 - Working Conditions,
Section 2.

Section 2. Classifications, Wage Rates and Increases

Hourly Rates Effective:	March 23 2008	March 29 2009	March 28 2010
Head Mix Loader	\$26.28	\$27.07	\$27.88
Mixed Loader-Mobil Lift	25.55	26.32	27.11
Mobil Lift Operator	25.34	26.10	26.88
Order Selector	25.08	25.83	26.60
Receiver	25.78	26.55	27.35
Receiver/Checker	25.52	26.29	27.08
Shipper/Clipper	25.78	26.55	27.35
Utility Worker	25.93	26.71	27.51
Warehouse Worker	21.91	22.57	23.25
Warehouse/Salvage Worker	25.78	26.55	27.35

TRUCKING DEPARTMENT

Article 1
General

Section 1. Shift Times – see Article 7 – Working Conditions, Section 2

Section 2. Classifications, Wage Rates and Increases

Hourly Rates Effective:	March 23 2008	March 29 2009	March 28 2010
Class 1 Driver	\$25.93	\$26.71	\$27.51
Dispatcher	27.58	28.41	29.26
Driver Trainer	29.22	30.10	31.00
Mileage Rate	0.59	0.61	0.631

An increase in the Class 1 driver rate of 5 cents per hour equals an increase the mileage rate of .13 cents per mile.

Section 3. Job Security

Refer to Article 5, Job Security, Section 1

Section 4. Drivers Medicals

Drivers when required by legislative authorities or the Company to obtain a medical will be given either paid time off **work** to see their physician during their regular shift, or be paid two hours at straight time if the medical is taken on their own time. The drivers will also be reimbursed for **all** fees resulting from the required medical exam.

APPENDIX "B" (cont'd.)

Section 5. Overtime

- (a) For the purposes of allocating overtime within the Department, it is understood that all members are considered eligible as long as they are capable of performing the work without additional training. This overtime will be assigned by overall seniority within the department.
- (b) Overtime must not impede a driver's next day's work.
- (c) Drivers taking an extra trip upcountry on their day off or returning on their day off will be paid an additional four **(4)** hours.
- (d) **An** extra trip will include only one four **(4)** hour payout and a two day trip (long) will include a second payout.
- (e) Line Drivers returning from a two **(2)** day trip may work overtime in town by seniority by calling and notifying dispatch prior to 8:15 that day. Overtime rates will apply after 20 hours worked in the combined two **(2)** day trip.

Section 6. Overtime - Training for "Extra Trips"

No extra trips will be made available for training purposes until all Line and all Spare Line Drivers have been scheduled. The Driver Trainer may then take **an** "extra trip" on his regular work day by seniority in order to train a driver to qualify for **taking** extra trips.

Separate vacation lists for the groups set out below will be maintained in the department.

APPENDIX "B" (cont'd.)

Section 7. Vacation Lists

- Group 1 Up country drivers and spares
- Group 2 City drivers five (5) eights
- Group 3 City drivers four (4) tens
- Group 4 Vancouver Island Drivers and relief
- Group 5 Day shift dispatch and relief
- Group 6 Afternoon dispatch and relief

Effective with vacation scheduling for 2009 the following conditions will apply:

1. Effective October 1st of each year the five (5) most junior drivers hired after ratification 2008 will not be entitled to schedule any vacations in **Prime Time** for the following year. (For 2009 this figure may be **less** than five.)
2. Furthermore, new hires after ratification will, for their first five (5) vacation planning years, be entitled to schedule only two (2) weeks during prime time.

Section 8. Safe Driving Program

Refer to Driver's Handbook

Article 2

City Drivers and Switchers

Section 1. Hours of Work

The basic work week for regular full time hourly rated employees shall be forty (40) hours, consisting of either five eight (8) hour days or four ten (10) hour days with at least two consecutive days off.

Section 1a. The Dispatcher may dispatch any driver who has one or more hours left in their shift on another run **up** to two and a half (2.5) hours long.

APPENDIX "B" (cont'd.)

Section 2. Scope of Work

- a. It is understood all deliveries from the Distribution Centre to the Lower Mainland and Vancouver Island stores shall be done by members of the Union covered by the terms of this Agreement if available.

- b. Dropping Trailers - Greater Vancouver, Lower Mainland and Vancouver Island. All trailers may be dropped on a trailer rotation system, it is understood that trailers not dropped shall be unloaded by drivers covered by the terms of this Agreement except as otherwise mutually agreed between the General Manager and the Plant Chairperson.

The parties agree the existing practice of direct deliveries (i.e. sugar, paper, turkeys, lime, etc.) shall continue by mutual agreement. In the event the client may open larger volume stores of further competition exists in the future, the existing practices may be expanded to be competitive by mutual agreement.

- c. Vancouver Island and Powell River loads will be shipped via barge. These loads will be transported to the transfer station by members of the Union covered by this Collective Agreement if available.

- a. First call for the extra trip will come from the sign up sheet by overall seniority after all steady and spare line drivers working that day have been scheduled.

- b. All eligible town drivers who start their shift prior to 8:30 a.m. will complete their shift (1 hour express permitted) and ensure that the product is in the store by midnight.

APPENDIX "B" (cont'd.)

Section 3. City Drivers taking Extra Up Country Trips

- c. All eligible town drivers who start their shift at 8:30a.m. or later will turn the extra trip and report for their regular shift the next day.
- d. Taking an extra trip on a day ~~off~~ must not impede the next day's regular shift.

Article 3

Line Drivers

Section 1. General

- a. The minimum basic work week for Line Drivers **is** forty (40) hours. The Company may schedule work **up** to a maximum of **fifty** six (56) hours per week. Any driver required to work in town and not making the basic hours will be brought up to the basic forty (40) hour rate of pay. Refer to the detailed "country rules" **as** posted in Dispatch and amended from time to time by mutual agreement.
- b. A Line Driver or **Spare** Line Driver working in town will work either a ten (10) hour shift or an eight (8) hour shift depending on their work week **as** per the "County Rules".
- c. All line haul runs **shall** be bid on **by** (posted steady) line haul seniority annually on October 1st. Additional bids may be bid if changes **are** made to the line by mutual agreement between management and the Union.

If a vacancy occurs on the schedule on or prior to July 31st the shift will be posted. All drivers **are** eligible to apply for this shift.

APPENDIX "B" (cont'd.)

If a vacancy occurs on the schedule after July 31st the vacancy will be posted. All drivers except (posted) line haul drivers are eligible to apply for **this** shift.

- d. On the basis of seniority, employees shall get shift preference by job postings.
- e. Pre and Post Trip – One and a half hours **(1.5)** to apply to all aspects of the Pre and Post Trip including hooking, safety check, scaling, washing, unhooking and completion of paperwork.
- f. On duty breakdown and delay time while driver is in control and care of the company equipment will be compensated at straight time for the first ten (10) hours in each twenty four **(24)** hour period and overtime rates for all hours thereafter.
- g. Off duty down time for breakdown or road closure will be paid at straight time up to a maximum of ten (10) hours in each twenty-four **(24)** hour period.
- h. It is understood that shift premiums shall be applied to all hours paid at hourly rate.

Section 2. Scope of Work

It is understood that the following deliveries will be made by members of the Union covered by the terms of this Agreement if applicable.

- a. All **full** loads to Kamloops and Okanagan Stores.*
- b. All deliveries from the Distribution Centre to the Kootenay Stores.*

APPENDIX "B" (cont'd.)

- c. Product bound for the **Far** North stores, e.g. Terrace, Prince Rupert, Smithers, from the Distribution Centre may be transported by an outside carrier of the Company's choice.
- d. Product bound for the Cariboo stores from the Distribution Centre shall be transported by members of the Union covered by the terms of this agreement except one combination Quesnel or Williams Lake load or two loads if required.
- e. Notwithstanding the above the Parties commit to continue to observe the **rules** regarding LTL deliveries.*

*Exception- LTL loads

LTL shall consist of the balance of an **Up** Country store serviced by Local 580 members which cannot be accommodated by another Up Country Local 580 load on a particular day. The Company will be permitted to LTL store balances as long as the following criteria have been satisfied.

- Every effort will be made to combine the LTL with another Summit Local 580 load on that particular day.
- The balance will consist of not more than 18000 lbs. or 10 (ten) pallets.
- No combination of stores affected by the LTL may exceed the allowed LTL weight or pallet count on **any** given day.
- No stores entire order can be made an LTL on any given day however it may be the majority of the store.
- Any deviation from the above needs to be mutually agreed upon by the Company and Local 580.

APPENDIX "B" (cont'd.)

Section 3 – Scheduling of Work

- a. **All** Cariboo and Kootenay and Okanagan Valley Frozen (Tuesday) trips shall be scheduled. Any spare Cariboo, Kootenay and all Okanagan Valley trips shall be assigned daily by seniority (line driver seniority). This may be mutually reviewed by the Union and the Company if changes are made by the Client to the delivery schedule.
- b. Any unscheduled spare line drivers required to work in town due to lack of up country runs will work either an eight (8) or a ten (10) hour shift starting at 12:30 p.m. based on their work week. Refer to detailed "Country Rules".
- c. Any scheduled line or spare line drivers required to work in town due to lack of up country runs will work a ten (10) hour shift starting at 12:30 p.m.
- d. If a spare line driver runs out of hours he/she will be given the following day off and allowed to resume his/her scheduled work week.
- e. In the event that there are more drivers than trips the steady driver will be dispatched before a spare driver.
- f. Drivers with two (2) days available can be forced to take a two (2) day trip by seniority.
- g. Spare line drivers will receive a two (2) day trip over a steady line driver receiving a second two (2) day trip.

APPENDIX "B" (cont'd.)

Section 4. Eligibility to Post

To qualify as a Line Driver, the employee must have two (2) years experience as a safe Class 1 Driver. If there are insufficient applicants with two (2) years experience, this requirement may be reviewed by the company, the Union and the Driver Trainer before posting a Line Driver job outside.

Section 5. Training

- a. The successful candidate undergoes training for a minimum of two (2) trips during which time (s)he will be assessed as the his/her capability to perform the function. In the event the employee fails this assessment, (s)he will return to his/her previous position and not be eligible to reapply for one (1) year.

It is understood that trainees will be given two (2) trial trips before the above applies.

- b. The Driver Trainer will change his work week for the purposes of training new line drivers and spares. This change will be by mutual agreement and will cause the least amount of disruption.
- c. For the purpose of training new line drivers and spare line driver's dispatchers will schedule a driver trainer as the senior spare in order that he/she may train on the appropriate trips.
- d. In the event a driver vacates a line haul position (except for proper reason) before a two (2) year period the employee will not be able to reapply for any line job for two (2) years. Any line driver vacating his position will be placed onto an available shift determined by Management.

APPENDIX "B" (cont'd.)

Section 6. Spare Line Drivers

A previous line driver will be given at least one (1) training trip or more (if the Company or the individual considers it necessary).

In the event a spare line driver refuses trips (unless for proper reasons) he/she shall give up his/her right to a spare position in future and the vacancy will be posted immediately.

Section 7. Expense Allowances

Drivers shall be paid actual out-of-pocket expenses up to a maximum of (\$9.50) per meal to a maximum of three (3) meals in one (1) day. The Company agrees to the present practice of paying hotel accommodations. Any additional expense necessary to the operation of the truck, such as emergency telephone calls and tolls, shall be accounted for and subsequently paid by the Company.

Line drivers required to work on a statutory holiday as part of their regular work week will be paid trip rate plus four (4) hours at regular rates and will bank ten (10) hours. Line drivers not working on a statutory holiday will bank eight (8) hours. Drivers making Saturday or Sunday trips will receive the weekend premium.

- An extra trip on a Statutory Holiday will include an additional four (4) hrs pay at regular rates.

A line driver working four days in a stat week will bank 10 hours.

A spare line driver working five days in a stat week will bank 8 hours.

Scheduled spares will fill, by seniority, vacant line jobs during a stat week.

Section 8. Statutory Holidays

Unscheduled spares will then be scheduled to start their work week either Sunday or Tuesday to fulfill a four or five day work week as per the current "Country Rules".

APPENDIX "B" (cont'd.)

Section 9. Vacation pay for Scheduled Line and Scheduled Spare Line Drivers.

Scheduled Line and Scheduled Spare Line Drivers shall be entitled to vacation pay equal to 46 (forty six) hours at the employee's base rate for each 40 (forty) hour period of scheduled vacations and ATO only.

Section 10. Trip Delayed

If a driver cannot make the return trip as scheduled due to circumstances beyond his/her control (e.g. adverse weather conditions), (s)he will be paid four (4) hours to complete the trip on his/her day off.

**Article 4
Vancouver Island Drivers**

Section 1. The Rate of pay for posted Island drivers will be the same as Lower Mainland Class 1 Driver.

Section 2. Job Postings

It is mutually agreed that drivers applying for and being accepted as a Vancouver Island based driver will remain in that category for a period of two (2) years from effective date of posting, except by mutual agreement between the Union and Management.

Section 3. Moving Expenses

1. All voluntary moves must be made on a posting.
2. The Company will pay the moving expenses. The employee will obtain a minimum of three (3) bids from moving companies from which the Company will make its choice.
3. The Company will pay for up to one month (31 days) for accommodations of the Company's choice. The employee will absorb all other living expenses.

APPENDIX "B" (cont'd.)

4. If the employee posts back to the Lower Mainland before two (2) years is up the employee will:
 - a. Pay the cost of their own move back to the Lower Mainland.
 - b. Reimburse the Company for the cost of their original move including cost of accommodations paid for by the Company.
5. If the employee posts back to the Lower Mainland after two (2) years, the employee will only pay for the costs of their move back.
6. If the Company forces a move back because of a change in operations or work load, the Company will pay for the moving expenses and accommodations of the Company's choice for up to one month (31 days).

Section 4. Trip Rates, "Live Loads on a Regular Scheduled Work Day"

Vancouver Island and Powell River

Shall be paid on the following basis: All hours worked shall be recorded and paid at straight time (i.e. no overtime rates) plus an 8% hourly premium (based on Class 1 Driver Rate). It is understood there shall be no trip less than nine (9) hours.

- a. A scheduled Powell River or Vancouver Island live load will be dispatched from the day board to a driver scheduled to work in town that day. An example of a scheduled live load would be where factors outside the Company or Client's control cause loads to be sent live for an extended period. For this purpose "an extended period" is deemed to be a period longer than 3 (three) weeks. If the period is 3 (three) weeks or under the deliveries will be considered unscheduled and dispatched by overall seniority on overtime.

APPENDIX "B" (cont'd.)

Procedures for Unscheduled Loads

- Island Overtime will be first offered to posted Island Drivers provided they are able to perform the overtime within the time frame required by the company.

- All Lower Mainland based drivers willing to take a live load to Vancouver Island or Powell River will sign a "Vancouver Island Live Load sheet. This sheet will be posted in the dispatch and will be updated by the parties as need arises.

- All Lower Mainland based drivers on the sign up sheet are eligible for live loads provided it does not interfere with their following day's regularly scheduled work.

- Drivers called in off shift will be paid overtime rates

- If no one is available, or in an emergency situation, the Company may offer the live trip by seniority to drivers working in town. The driver will be paid time and one-eighth for all hours worked plus four (4) hours at base rate if required to return on a normally scheduled day off.

Section 5. Employees Scheduled For Relief on Vancouver Island

Employees scheduled for relief on Vancouver Island shall receive four (4) hours at straight time rate to Vancouver Island and four (4) hours at straight time for the return to the Lower Mainland when using Non-Company vehicle. In addition, employees shall be reimbursed for expenses including fares, meal allowances per day along with hotel and any company required phone expenses.

APPENDIX "B" (cont'd.)

Section 6. Expense Allowance

Drivers shall be paid actual out-of-pocket expenses up to a maximum of (\$9.50) per meal to a maximum of three (3) meals in one (1) day. The Company agrees to the present practice of paying Hotel Accommodations. Any additional expense necessary to the operation of the truck, such as emergency telephone calls and ferry fares, shall be accounted for and subsequently paid by the Company.

It is understood Drivers on day trips to Vancouver Island shall receive:

One meal allowance- up to ten (10) hours.

Two meal allowances- up to fourteen (14) hours.

Three meal allowances-over fourteen (14) hours.

Section 7. Vancouver Island Drivers who work a 5 (five) day week with 2 (two) consecutive days off will receive Saturday/Sunday or Sunday/Monday or Friday/ Saturday.

Article 5

Dispatchers

Section 1. Dispatch Postings

Applicants must:

- - Hold a B.C. Class 1 License with a minimum of two (2) years driving experience with the Company
 - Have good communication skills with computer skills an asset
 - Be willing to upgrade via courses (e.g. computer) as required.

APPENDIX "B" (cont'd.)

Successful applicants will be locked in to the dispatch position for two (2) years from effective date of posting. Anyone posting out of the Dispatcher classification prior to the two (2) year lock-in will not be eligible to apply for same for a period of two (2) years from the date of leaving this classification. However the employee may be required to relieve to cover for sickness, emergency leaves, etc. within the 12 month period following leaving this classification.

Section 2. Dispatchers and Spare Dispatchers

The Company and the Union commit to continue the practice of mutually agreeing to the optimum number of posted dispatchers and posted spare dispatchers.

Spare Dispatchers will be paid dispatch rate for all hours worked in a week when they are prescheduled to relieve posted dispatchers, e.g. schedule ATO, vacations, stats, **LOA**. During such weeks, they will receive the dispatch rate for all hours regardless of how many hours are actually dispatching.

The spare dispatchers will be paid dispatch rate only for hours worked in dispatch if they are covering for incidental hours unless the total hours worked as a dispatcher in any one unscheduled week are equal to or more than 50% of the work week.

Section 3. Dispatch Overtime

Dispatch overtime work is only available to dispatchers or employees who are trained for this work and have held a dispatch or spare dispatch position within the last twelve (12) months.

ARTICLE 6

DRIVER TRAINER

Section 1: Rate of Pay

The driver trainer rate is deemed to include all premiums, i.e. it will not vary according to shift days or times

APPENDIX "B" (cont'd.)

Section 2: Assistant Driver Trainer

If an assistant driver trainer position is filled, it is **agreed** that the following conditions will apply:

- the assistant driver trainer will only perform training duties when so requested by the Company

- the assistant driver trainer will be paid the driver trainer rate only when performing training duties, even if for part of a shift.

MAINTENANCE DEPARTMENT

Section 1. Shift Times - see Article 7 - Working Conditions, Section 2.

Section 2. Classifications, Wage Rates and Increases

Hourly Rates Effective:	March 23 2008	March 29 2009	March 28 2010
Carpenter	\$29.66	\$30.55	\$31.47
Electrician	29.66	30.55	31.47
Janitor	25.85	26.63	27.43
Lead Hand	31.56	32.51	33.49
Machinist	29.66	30.55	31.47
Maintenance Mechanic	29.66	30.55	31.47
Millwright	29.66	30.55	31.47
Painter	29.66	30.55	31.47
Parts Person	28.00	28.84	29.71
Refrigeration Mechanic	29.66	30.55	31.47
Welder	29.66	30.55	31.47

Section 3. Premiums

Employees holding a Power Engineer Ticket or Class A or Class B Electrician Ticket will be paid a premium of \$1.50 per hour.

Section 4. Working Conditions

1. The Maintenance Department will remain separate and autonomous **from** the Truck Repair Department even though the building and support staff are shared.
2. Maintenance Dept. will maintain its own seniority and vacation lists.
3. The Company **will** supply laundered coveralls.

APPENDIX "C" (cont'd.)

4. It is agreed that two (2) hours pay at the overtime rate shall be paid to Maintenance employees when required to "come in" on weekends to perform refrigeration and sprinkler checks. If the employee wishes to remain for four (4) hours and perform any work allotted to the employee in the employee's respective trade group, he/she shall be paid for four (4) hours at the overtime rate.

Section 5. Definition of Trade Group

1. It is agreed that the position of Maintenance Mechanic will be filled by person holding a Millwright or machinist ticket.
2. It is ~~further~~ understood that employees now working in that classification in the Maintenance Dept. without the above tickets shall be classified as journeyman Millwrights.
3. It is understood that existing journeymen and journeyman trades established shall be paid one rate and shall perform any type of work as required.
4. It is understood that maintenance employees shall not perform any new construction normally performed by Building Trades unions.

Section 6. Movement of Employees between the Maintenance Department and the Truck Repair Department

1. Movement between the departments will be by overall seniority.
2. Movement between the departments will be scheduled by the manager or designate on a daily basis where work and trade provisions apply. The shop stewards will be advised.
3. All temporary transfers will be for short term periods only.

APPENDIX "C" (cont'd.)

4. This agreement is not intended to allow depletion of manpower in either department. Both departments will maintain sufficient **staff** to cover normal workloads. To this end, the parties agree to meet on a regular basis to discuss staffing levels in each department. If the transfer hours for either area have exceeded 40 hours net on a continuous basis for a 6-week period, excepting any one-time projects or extraordinary items, review of manpower in each department will take place.

Section 7. Employees Own Tools

It is each employee's responsibility to supply the Company with an itemized list of personal tools and their historic costs and to supply the Company with updated lists **as** required. The list will be subject to verification by the Company and **will** not be valid unless signed by the Company. **If** an employee fails to supply a list of tools, any claim for loss or damage will be limited to \$500.

TRUCK REPAIR DEPARTMENT

Section 1. Shift Times - see Article 7 • Working Conditions, Section 2.

Section 2. Classifications, Wage Rates and Increases

TRUCK REPAIR DEPARTMENT – JOURNEYMAN

	March 23	March 29	March 28
Hourly Rates Effective:	2008	2009	2010
Truck Repair Mechanic	\$29.66	\$30.55	\$31.47

TRUCK REPAIR DEPARTMENT - NONJOURNEYMAN

	March 23	March 29	March 28
Hourly Rates Effective:	2008	2009	2010
Fueller	\$25.79	\$26.56	\$27.36
Janitor-Steam Cleaner	25.34	26.10	26.88
Parts Person	28.00	28.84	29.71
Service Person	25.34	26.10	26.88
Tire Person	26.48	27.27	28.09
Utility Worker	26.69	27.49	28.31

Section 3. Premiums

Employees holding a Commercial Vehicle Inspection Ticket will be paid a premium of \$1.50 per hour.

Section 4. Working Conditions

1. The Truck Repair Department will remain separate and autonomous from the Maintenance Department even though the building and support staff are shared.

APPENDIX "D" (cont'd.)

2. The Truck Repair Department will maintain its own seniority and vacation lists.
3. The Company will supply laundered coveralls.

Section 5. Definition of Trade Group

1. It is agreed that the position of Truck Repair Mechanic will be filled by persons holding a Heavy Duty Mechanic or Automotive Mechanic or Commercial Transport Mechanic ticket.
2. It is further understood that employees currently working in that classification in the Truck Repair Department without one of the above tickets shall be classified as journeymen Mechanics.

Section 6. Movement of Employees between the Truck Repair Department and the Maintenance Department

1. Movement between the departments will be by overall seniority.
2. Movement between the departments will be scheduled by the manager or designate on a daily basis where work and trade provisions apply. The shop stewards will be advised.
3. All temporary transfers will be for short term periods only.
4. This agreement is not intended to allow depletion of manpower in either department. Both departments will maintain sufficient staff to cover normal workloads. To this end, the parties agree to meet on a regular basis to discuss staffing levels in each department. If the transfer hours for either area have exceeded 40 hours net on a continuous basis for a 6-week period, excepting any one-time projects or extraordinary items, review of manpower in each department will take place.

APPENDIX "D" (cont'd.)

Section 7. Employees Own Tools

It is each employee's responsibility to supply the Company ~~with an~~ itemized ~~list~~ of personal tools and their historic costs and to supply the Company with updated lists ~~as~~ required. The list will be subject to verification by the Company and will not be valid ~~unless~~ signed by the Company. If an employee fails to supply a list of tools, any claim for loss or damage will be limited to \$500.

SANITATION DEPARTMENT

Section 1. Shift Times - see Article 7 - Working Conditions, Section 2.

Section 2. Classifications, Wage Rates and Increases

Hourly Rates Effective:	March 23 2008	March 29 2009	March 28 2010
Warehouse Cleaner			
Machine Operator	\$22.63	\$23.31	\$24.01
Warehouse Cleaner			
Machine Operator, Floater	22.63	23.31	24.01

Section 3. General Wearing Apparel
The Company will supply laundered coveralls.

Section 4. Working Conditions

a) **Daily Rollbacks**

A Warehouse Cleaner machine Operator will not be rolled back from his/her classification **unless** as mutually agreed between the Company and the Plant Chairman.

b) **Warehouse Cleaner Machine Operator Performing Warehouse Work on Overtime**

1. If an emergency is declared by joint agreement between the Company and the Plant Chairman, previously trained and qualified janitors **may** pick orders on overtime.
2. Qualified janitors that may be eligible for overtime on statutory holidays may be called by second overall call to pick orders. **This** must be mutually agreed to by the Company and the Plant Chairman prior to each statutory holiday.

APPENDIX "E" (cont'd.)

- c) Warehouse Cleaner machine Operator - Floaters
1. Floaters will schedule by seniority every 2 (two) months on the vacancies that are available from scheduled time off (i.e. weeks of Vacation, ATO, Stats, **LOA**) and cannot leave periods open.
 2. There will be no reshuffling of floaters because of unscheduled absences except on an emergency basis when a qualified person is not available.

Section 5. Job Vacancies

All Warehouse Cleaner Machine Operator vacancies will be posted site wide.

Successful applicants will not be trained for the purpose of order selecting.

Unfilled postings, Sanitation Department

1. Pool employees who have passed probation have posting rights to site postings for Warehouse Cleaner Machine Operator and Operator/Floater.
2. **A** pool employee accepting a posting under (1) will be bound by the following:
 - a) Locked in to the position until the earlier of:
 - **6 (six)** months from effective date of posting, or
 - the date on which the applicant would otherwise gain posting rights
 - b) Schedule vacations in the Sanitation department as per the current practice
 - c) At the end of the **6 (six)** month lock-in period, be offered first choice of continuing in the position. If the incumbent refuses, he/she will revert to the employee pool where seniority allows.

APPENDIX "E" (cont'd.)

- d) Continue on any wage progression.
- e) If employee is part-time, (s)he is eligible for dental benefits after completing the qualifying period and is eligible for sick time accrual as per Article 14.
- f) **Is** eligible by seniority for available overtime in the Sanitation department.

Hiring External Employees for the Classification of Warehouse Cleaner Machine Operator

- 1. The Company will first post vacant Sanitation positions site wide. If there are no successful applicants the Company may hire externally.
- 2. **An** external candidate is required to meet the following criteria:
 - a) Possess a Building Service Workers Certificate or equivalent, or have equivalent experience.
 - b) Pass the Company required medical prior to hire.
- 3. New hire will be:
 - a) Full time.
 - b) Hired at prevailing progressive rate.
 - c) Entitled to all full time benefits as outlined in the Collective Agreement.
 - d) Required to complete and pass the probation period **as** outlined in Article 19, Section 4.
 - e) Required to complete and pass the probation period prior to taking any scheduled time off.
 - f) Locked in to the position for one year from date of hire. Once lock-in expires, employee will have posting rights provided his/her seniority is greater than the employee* at the top of the **full** time pool (*excludes locked-in Pool employees).
 - g) Once passing probation, "Locked-in" Warehouse Cleaner Machine Operator employee is eligible to post for any Sanitation vacancies.

APPENDIX "E" (cont'd.)

4. If following the lock-in period the employee **hired** as a Warehouse Cleaner Machine Operator is the successful candidate for a position that **requires** order selecting, (s)he will receive standard training. If employee fails training (s)he will be terminated unless (s)he is the successful applicant for a site Sanitation posting if one exists.

5. **Driver Trainee Position:**
 - a) An employee hired into a Warehouse Cleaner Machine Operator classification and having passed probation will be eligible to apply for a vacant driver trainee position after having served the one (1) year lock-in period AND having a **seniority** date greater than the **senior** applicant.
 - b) If the employee fails driver **training**, employee reverts to pool and (s)he will not be eligible to post for a driver trainee position again for a further three years (as per current practice). If employee fails training for order selection, he/she will be terminated unless he/she is the successful applicant for a site Sanitation posting ,if one exists.

TERMINAL BUILDING

Section 1. Shift Times - see Article 7 - Working Conditions,
Section 2.

Section 2. Classifications, Wage Rates and Increases

Hourly Rates Effective:	March 23 2008	March 29 2009	March 28 2010
Mix Loader-Mobil Lift	\$25.55	\$26.32	\$27.11
Mobil Lift Operator	25.34	26.10	26.88
Salvage Worker	25.78	26.55	27.35
Unloader	25.08	25.83	26.60
Utility Worker	25.93	26.71	27.51
Warehouse Worker	21.91	22.57	23.25

FROZEN FOODS WAREHOUSE

Section 1. Shift Times • see Article 7 • Working Conditions,
Section 2.

Section 2. Classifications, Wage Rates and Increases

Hourly Rates Effective:	March 23 2008	March 29 2009	March 28 2010
Head Mix Loader	\$26.28	\$27.07	\$27.88
Mix Loader-Mobil Lift	25.55	26.32	27.11
Mobil Lift Operator	25.34	26.10	26.88
Order Selector	25.08	25.83	26.60
Receiver	25.78	26.55	27.35
Receiver/Checker	25.52	26.29	27.08
Shipper/Clipper	25.78	26.55	27.35
Utility Worker	25.93	26.71	27.51
Warehouse Worker	21.91	22.57	23.25

General Wearing Apparel

Employees whose duties are performed in freezer units shall be supplied with freezer coats, ~~freezer~~ boots and suitable gloves. The employees so supplied shall accept responsibility for such equipment, provided locked storage space is made available. Replacement of freezer coats, boots and gloves due to wear and tear shall, if disputed, become a grievance and be processed as provided for in this Collective Agreement.

PRODUCE WAREHOUSE

Section 1. Shift Times - see Article 7 - Working Conditions, Section 2.

Section 2. Classifications, Wage Rates and Increases

Hourly Rates Effective:	March 23 2008	March 29 2009	March 28 2010
Banana Room Worker	\$25.78	\$26.55	\$27.35
Checker	25.52	26.29	27.08
Checker-Mobil Lift	25.52	26.29	27.08
Head Mix Loader	26.28	27.07	27.88
Mix Loader - Mobil Lift	25.55	26.32	27.11
Mobil Lift Operator	25.34	26.10	26.88
Order Selector	25.08	25.83	26.60
Quality Control	25.78	26.55	27.35
Receiver	25.78	26.55	27.35
Shipper/Clipper	25.78	26.55	27.35
Utility Worker	25.93	26.71	27.51
Warehouse Worker	21.91	22.57	23.25

It is agreed that two (2) hours pay at the overtime rate shall be paid to the Banana Room Worker when required to "come in" on weekends to check and set the temperatures, etc. If the employee wishes to remain for four (4) hours and perform work in the Banana Room or clean up in the Department he/she shall be paid for four (4) hours at the overtime rate.

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APPENDIX "I"

OFFICE STAFF

Section 1. Shift Times - see Article 7 • Working Conditions,
Section 2.

Section 2. Classifications, Wage Rates and Increases

Hourly Rates Effective:	March 23 2008	March 29 2009	March 28 2010
Chief Clerk	\$25.26	\$26.02	\$26.80
Clerk General	24.12	24.84	25.59
Data Entry Clerk	25.07	25.82	26.59
Utility Clerk	25.39	26.15	26.93

Section 3. Scheduling

1. It is agreed that ~~there~~ is one (1) seniority list (full and part time) for the office staff for purposes of layoff and ~~rehire~~.
2.
 - a) The clerks posted to Truck Repair, Transport, Data Entry and the Utility Clerk(s) assigned to those departments, will schedule vacations on one planner.
 - b) The clerks posted to Payroll and the Utility clerk(s) assigned to that department will schedule vacations on a separate planner.
3. Vacation relief is to be provided for by the Utility Clerks, who are to be considered full time.
4. Utility Clerks will schedule, by seniority, every two (2) months on the vacancies that are available from scheduled time off (i.e. weeks of Vacation, ATO, Stats, **LOA**) and cannot leave periods open.
5. There will be no reshuffling of floaters because of unscheduled absences except on an emergency basis when a qualified person is not available.

APPENDIX "I" (cont'd.)

6. When not scheduled under section (4) above, the Utility Clerks shall be used for unscheduled absences, special projects or to perform work as needed in any of the office classifications.

Section 4. Job Vacancies - Office Staff

1. When a full time position is required within the Office **Staff** classifications, the vacancy is posted.
2. Should no applications be received, applications will be considered **from** All Pool employees (FT, PT and Clerical) on the basis of seniority, then qualification.
3. **If** there **are** no applicants with acceptable qualifications for the position, the senior part-time clerical employee must **take** the position.
4. Applicants for the office positions will be considered provided they meet the following requirements:
 - a. Proof of recent completion and passing grade in a course of basic accounting from a recognized educational institute.
 - **If** the applicant does not have this credential, the applicant will confirm that he/she will enroll with a recognized educational institute and achieve a passing grade in a basic accounting course approved by the Company. The passing grade must be achieved within one (1) year of the effective date of the posting.
 - The classes and related activities, e.g. study, homework assignments, must be taken on employee's own time.
 - The Company will reimburse the incumbent for cost of tuition and related text **book** upon successful completion of course.
 - Employees with previous company office experience are exempt from this requirement.
 - b. Keyboarding skills of fifty (50) words per minute.

APPENDIX "I" (cont'd.)

- c. Pass a spelling and grammar test (minimum 70%).
- d. Pass a math test (minimum 70%).
- e. Proficiency and accuracy on the numeric keypad of a computer.

It is agreed testing for above criteria **will** be administered as mutually agreed between the parties.

Section 5, Rollbacks

- 1. Junior employee has the option to elect either:
 - a. The most senior part-time position in the part-time clerical pool (with 90 day recall rights to the last position held and posting rights).
 - b. One a one-time basis only, a position in the Employee Labour Pool where seniority allows (with 90 day recall rights to the last position held and posting rights).
- 2. **A clerical employee employed in a full-time capacity and subsequently rolled back to a part-time position, will retain all benefit entitlement while in the part-time pool.**

LIGHT DUTY

Section 1. Shift Times - see Article 7 - Working Conditions, Section 2.

Section 2. Classifications, Wage Rates and Increases

Hourly Rates Effective:	March 23 2008	March 29 2009	March 28 2010
Gate Guard	\$21.91	\$22.57	\$23.25
Light Duty Janitor	21.91	22.57	23.25
Gate Guard Floater	21.91	22.57	23.25

Section 3. Definition of Light Duty Positions

Light Duty positions include Gate Guard and Light Duty Janitor classifications.

Section 4. Seniority and Vacation Lists

Gate Guards and Light Duty Janitors have separate seniority lists and vacation lists.

Section 5. Eligibility for a Light Duty Position

1. **An** employee who provides acceptable medical information to confirm (s)he cannot fulfill the essential duties of his/her posted position, or any other position for which (s)he may be eligible, will be eligible to take a light duty position.
2. Medical records are used as a guide to judge an employee's disability. The employee may also be required to have a medical examination by a Doctor or Doctors other than his or her own.

APPENDIX "J" (cont'd.)

3. Seniority is the governing factor in obtaining a light duty position. If a senior employee meets the criteria in (1 & 2) above, (s)he will fill a vacant light duty position. If there is no vacant position (s)he **has** the right to bump the most junior light duty position.
4. In the event no disabled employees are available, positions are filled from the Employee Pool.
5. It is understood that the Company may send employees holding permanent Light Duty positions for **an** assessment by the Company retained physician every two (2) years to confirm that *the* employee continues to be medically disabled.
6. **If** it is medically determined that an employee **is** no longer permanently disabled (s)he will immediately revert to the Employee Pool with no lock in.

Light Duty Classification Posting Rights • Internal

An employee entering the department under 3 above may be required to fill the light duty position until the end of the year. At September 1st employee will attain full seniority status and will elect, by seniority, the choice of position and shift within the Light Duty classification(s). The elected position is to be filled by the following January 1.

Posting Rights for Employees in Light Duty Classification

1. **A** Light Duty employee may post on site wide postings only.
2. The employee must provide detailed documentation from his/her own physician as to capabilities and/or restrictions relating to the job applied for and be willing to go for **a** second evaluation by a doctor of the Company's choice.

APPENDIX "J" (cont'd.)

3. The Company will consider the medical information supplied and determine if the applicant can **fulfill** the essential duties of the job, or whether appropriate accommodation will allow the employee to satisfactorily perform the essential duties of the job.
4. An employee taking a posting under these conditions and subsequently not being able to perform the job will revert to the Light Duty Classification as per Section 5 - Eligibility for a Light **Duty** Position (3).

Section 6. Gate Guards Working Conditions

1. Gate Guards report to and are responsible to the Company's Security Department and receive all of their instructions from that Department.
2. In the event of a dispute at the Distribution Centre, Gate **Guards** will continue to perform their normal duties.
3. Gate **Guards** will, upon **q u a t**, complete **an** application for a surety bond.
4. The fact of Gate Guards being covered by the Collective Agreement will in no way limit the Employer in the number of security personnel or the assignment of their duties at the Distribution Centre.
5. Gate **Guard** - Floater:
 - a. Will schedule, by seniority, every two (2) months on the vacancies that are available from scheduled time off (i.e. weeks of Vacation, ATO, Stats, LOA) and cannot leave periods open.
 - b. There will be no reshuffling of floaters because of unscheduled absences except on an emergency basis when a qualified person is not available.

Section 7. Gate Guards Hours of Work

1. Gate Guards work five (5) consecutive eight (8) hour **shifts** per week with two (2) consecutive days off.

APPENDIX "J" (cont'd.)

2. Gate Guards have their lunch on the job during their eight (8) hour paid shift. Gate Guards when working alone on a regular day shift, including Saturdays, Sundays and working (open) Statutory Holidays, bank two (2) rest periods of 15 minutes each per day. The scheduling of the accumulated rest period time off is mutually agreed to, in advance, between the guard and the supervisor.
3. Gate Guards must report early enough to be on duty at the gate at the scheduled starting time for their shift and will complete the entire eight (8) hour shift.

Section 8. Gate Guards Statutory Holidays

1. Gate Guards work all Statutory Holidays falling within their work week schedule unless on prescheduled time off. Guard to receive 8 hours at straight time plus additional pay equal to 2.67 hours at time and one half for working a Statutory Holiday. The Statutory Holiday is then "banked."
2. Where a Gate Guard is forced to work a Prime Time Statutory Holiday due to their work week schedule, it may be rescheduled into Prime Time.

INVENTORY CONTROL

Section 1. Shift Times - see Article 7 - Working Conditions,
Section 2.

Section 2. Classifications, Wage Rates and Increases

Hourly Rates Effective:	March 23 2008	March 29 2009	March 28 2010
Inventory Controller	\$25.78	\$26.55	\$27.35
Lead Hand	26.87	27.68	28.51

LETTER OF UNDERSTANDING

BETWEEN:

RETAIL WHOLESALE UNION LOCAL 580

-AND-

SUMMIT LOGISTICS INC.

RE: CONTRACTING OUT & JOB SECURITY

The following reflects the agreement reached between the parties during negotiations for renewal of the collective agreement (the "Renewal Collective Agreement") for the term **April 1, 2008** to **March 31, 2011** (the "Term").

The Employer commits to the following:

1. The Employer will not, without the agreement of the Union, contract with any third party to have any warehousing or transport deliveries performed on behalf of the Employer that, as of the date immediately following ratification of the Renewal Collective Agreement, are being performed by the Union's bargaining unit at the Employer's operations.

For clarification, and subject to the exceptions in paragraphs 2, 3 and 4, all of the work of the classifications set out in Appendices **A, B, F, G, H, I** and **K** inclusive shall continue to be performed by the bargaining unit.

2. The commitment in paragraph 1 shall not apply to deliveries that the parties have agreed, during negotiations for the Renewal Collective Agreement, will cease to be performed by the Union's bargaining unit drivers. Specifically, this commitment will not apply to the Powell River deliveries, even if such deliveries continue to be performed by members of the Union's bargaining unit for any period of time following ratification of the Renewal Collective Agreement.
3. Nothing in this Letter of Understanding shall prevent the Employer from contracting with *third* parties to perform transport deliveries on behalf of the Employer where the Employer has contracted out such deliveries in the past (e.g. LTL deliveries, Far North Stores, Island Bread).
4. If Canada Safeway Limited removes work currently performed by the Employer it is agreed that the LOU Special Severance for Partial Closure/Job Reduction shall apply.
5. The terms of this ~~Letter~~ of Understanding shall become effective upon ratification of the Renewal Collective Agreement and shall end upon expiry of the Renewal Collective Agreement.

DATED this 14th day of April, 2009.

Signed on behalf of the Employer, Summit Logistics Inc.	Signed on behalf of the Union, Retail Wholesale Union Local 580
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<u>G. Welsh</u> (signed)	<u>B. DeBeck</u> (signed)
<u>D. Rigg</u> (signed)	

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LETTER OF UNDERSTANDING

BETWEEN:
RETAIL WHOLESALE UNION LOCAL 580
-AND-
SUMMIT LOGISTICS INC.

**RE: SPECIAL SEVERANCE FOR PARTIAL CLOSURE/
JOB REDUCTION**

The following reflects the agreement concerning special severance reached between the parties during negotiations for renewal of the collective agreement (the "Renewal Collective Agreement) for the term April 1, 2008 to March 31, 2011 (the "Term").

1. In the event that Canada Safeway Limited removes work ~~from~~ the Employer's distribution center resulting in a partial closure or job reduction at the Employer's operations that cannot be addressed through existing practices, (e.g. attrition or voluntary severance) any employee terminated as a result will be entitled to special severance.
2. Special severance to a combined maximum of 45 weeks shall be paid according to the following formula:

Employees having *two* (2) or more years of service with the Employer shall receive:
 - (a) Two (2) weeks of pay for every year of service up to and including the first ten (10) years of service, and
 - (b) One (1) week of pay for each year of service for every year of service beyond the first ten (10) years.

3. This LOU shall apply to any employee terminated as a result of work removed by Canada Safeway Limited as provided for in paragraph 4 of the LOU Contracting **Out and Job Security**.

DATED this 14th day of April, 2009.

Signed on behalf of the Employer,
Summit Logistics Inc.

Signed on behalf of the Union,
Retail Wholesale Union
Local 580

G. Welsh (signed)

B. DeBeck (signed)

D. Rigg (signed)

DATED this 14th day of April, 2009

Signed on Behalf Of
The Company
Summit Logistics Inc.

G. Welsh _____ (signed)
J. Groot _____ (signed)
W. Anderson _____ (signed)
L. Sylvester _____ (signed)
D. Rieg _____ (signed)

Signed on Behalf Of
The Union
Retail Wholesale Union
Local 580

J. Slater _____ (signed)
S. Colbert _____ (signed)
C. Cassidy _____ (signed)
J. Chubb _____ (signed)
E. Dixon _____ (signed)
D. Ewasjuk _____ (signed)
M. Fowler _____ (signed)
R. Labounty _____ (signed)
G. Middleton _____ (signed)
_____ si n _____
M. Pavlukoff _____ (signed)
A. Rezansoff _____ (signed)
J. Sancara _____ (signed)
S. Turner _____ (signed)
S. Lakusta _____ (signed)
Asst. Prov. Representative
B. DeBeck _____ (signed)
provincial Representative

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