

COLLECTIVE AGREEMENT

BETWEEN

OVERWAITEA FOOD GROUP

A Division of Great Pacific Industries Inc.

(Carrying on business as

OVERWAITEA FOODS & SAVE-ON-FOODS)

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

Chartered by the United Food and Commercial
Workers

International Union, AFL-CIO-CLC

TERM OF AGREEMENT

April 1, 2003 to March 29, 2008

Dear Member:

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

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

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

Make full use of your Shop Stewards.

GIB WHITLOCK
President

LEIF HANSEN,
Executive Vice-President-Director of Operations

IAN LANGLES,
Secretary-Treasurer

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

3012 Boundary Rd.
Burnaby, B.C. V5M 4A1

Telephone: 604-436-2272
Facsimile: 604-436-3913

#203 – 307 Banks Rd.
Kelowna, B.C. V1X 6A1

Telephone: (250) 861-9247
Facsimile: (250) 861-9047

#490 - 309, 2nd Avenue, West
Prince Rupert, B.C. V8T 3T1

Telephone: (250) 624-2014
Facsimile: (250) 627-4282

INDEX BY TOPIC

ARTICLE	DESCRIPTION	PAGE
1	UNION'S RECOGNITION OF MANAGEMENT'S RIGHTS	2
2	BARGAINING AGENCY AND UNIT	2
2.01(a)	ZONES 1 & 2	2
2.01(b)	INDIVIDUAL BARGAINING UNITS	4
2.01(c)	COMBINING BARGAINING UNITS	5
2.02	SALESPERSONS / DRIVERS	5
2.03	CLEAN-UP	5
2.04	BLOCK-READY CUTTING PLANT	6
2.05	BLOCK-READY SEVERANCE	6
3	UNION SHOP	7
3.01	UNION MEMBERSHIP	7
3.02	NEW EMPLOYEE FORM LETTER	7
3.03	HIRING REFERRALS	8
4	DEDUCTION OF UNION DUES	8
4.01	DEDUCTION AND MONTHLY REMITTANCE	8
5	HOURS OF WORK, OVERTIME, STATUTORY HOLIDAYS	9
5.01	EMPLOYER'S RIGHT TO SCHEDULE	9
5.02	HOURS OF WORK	9
5.03	WORK SCHEDULES	9
5.04	SCHEDULING OF HOURS	10
5.05	LATE CLOSING SCHEDULE (MIDNIGHT STORES)	11
5.06	CHANGE OF SCHEDULE - NOTICE	11
5.07	REQUESTED TIME OFF (R.T.O.)	11
5.08	CONSECUTIVE DAYS OFF	12
5.09	SUNDAY WORK	12
5.10	FAIR ROTATION OF SUNDAY WORK	12
5.11	CONSECUTIVE DAY LIMIT	13
5.12	FAIR ASSIGNMENT AND ROTATION OF LATE SHIFTS AND CLOSING SHIFTS	14

5.13	ROTATION SCHEDULING.....	15
------	--------------------------	----

ARTICLE	DESCRIPTION	PAGE
5.14	MEMBER ON DUTY.....	16
5.15	TIME CLOCKS	16
5.16(a)	BASIC WORK WEEKS.....	19
5.16(b)	FULL-TIME RESTRICTED WORK WEEK	20
5.17	ACCUMULATED TIME OFF (A.T.O.)	22
5.18	LATENESS AFFECTING ACCUMULATED PAID TIME OFF	25
5.19	DAILY GUARANTEE	25
5.20	STATUTORY HOLIDAYS	25
5.21	OVERTIME	27
5.22	MEAL ALLOWANCE.....	29
5.23	SHIFT WORK	30
	a) PREMIUM.....	28
	b) SHIFT INTERVAL.....	30
	c) MIDNIGHT SHIFTS.....	30
	d) SHIFT PREMIUM -NIGHT SHOPPING	31
5.24	REST PERIODS AND MEAL PERIODS.....	32
5.25	INVOICES AND RECORDS	33
5.26	POOL EMPLOYEE SCHEDULING	34
6	WAGES.....	38
6.01	LUMP SUM PAYMENTS	37
	SCHEDULE OF HOURS FOR DETERMINING RATE INCREASE	
	38
	MEAT CUTTER WAGE RATES	39
	MEAT/DELI/SEAFOOD CLERK.....	40
	JUNIOR MEAT CLERK & JUNIOR DELI CLERK.....	41
	COST OF LIVING.....	42
6.02	RETROACTIVE PAY.....	43
6.03	MEAT/DELI/SEAFOOD CLERK PREMIUMS.....	43
	FREEZER CASE PREMIUM.....	43
	MEAT CUTTER PREMIUM.....	44
6.04	HEAD MEAT CUTTER RELIEF	44
6.05	DELI OR SEAFOOD DEPARTMENT OPERATOR	45
6.06	ASSISTANT HEAD MEAT CUTTER	45
6.07	ADDITIONAL HEAD MEAT CUTTER COMPENSATION....	48

6.08	SEAFOOD DEPARTMENT.....	47
	MOVING SEAFOOD TO MEATS.....	48

ARTICLE	DESCRIPTION	PAGE
6.09	SAUSAGE WORK.....	48
6.10	SERVICE MEATS	48
6.11	PREVIOUS COMPARABLE EXPERIENCE.....	48
6.12	REGULAR WEEKLY PAY DAY	52
6.13	TOOLS	51
6.14	TRAVELLING TIME AND TRANSFERS.....	53
	a) TEMPORARY TRANSFERS.....	53
	b) PERMANENT TRANSFERS	55
6.15	STAFF MEETINGS.....	56
6.16	PHYSICAL EXAMINATIONS.....	57
6.17	APPRENTICES - INDENTURED.....	57
6.18	MEAT CUTTER APPRENTICESHIP PROGRAM.....	57
	APPRENTICESHIP MEAT CUTTER WAGE RATES	55
6.19	APPRENTICESHIP (M/D/S CLERK RIGHT TO).....	61
6.20	CROSS-TRAINING FOR M/D/S CLERKS	59
7	RETAIL MEAT INDUSTRY PENSION PLAN AND THE U.F.C.W. UNION PENSION PLAN	61
7.01	RETAIL MEAT INDUSTRY PENSION PLAN CONTRIBUTIONS	61
7.02	CONTRIBUTIONS REMITTANCE.....	62
7.03	SELECTION OF TRUSTESS.....	62
7.04	UFCW UNION PENSION PLAN.....	62
	II. EXISTING EMPLOYER PENSION PLAN.....	72
	III. GENERAL (PENSION PLAN)	72
8	SICK LEAVE BENEFITS & W.C.B.....	73
8.01	SICK LEAVE BENEFITS	73
8.02	WORKERS' COMPENSATION BOARD.....	75
	a) W.C.B. MAKE-UP	75
	b) DAY OF INJURY	76
	c) W.C.B. ADVANCE.....	76
	d) INJURIOUS WORK REQUIREMENTS	77
8.03	RETURN TO WORK AFTER ABSENCE DUE TO ILLNESS OR INJURY	77
8.04	REHABILITATION PROGRAM.....	80

8.05 HEALTH, SAFETY, EDUCATION AND TRAINING FUND.... 77

ARTICLE	DESCRIPTION	PAGE
8.06	STORE HEALTH AND SAFETY COMMITTEES	78
8.07	JOINT RETAIL MEAT HEALTH & SAFETY COMMITTEE..	78
8.08	CUTTING ROOM TEMPERATURE AND CONCRETE FLOORS	78
9	HEALTH AND WELFARE PLAN.....	83
9.01	FULL-TIME EMPLOYEES	83
9.02	PART-TIME EMPLOYEES	84
9.03	MEDICAL BENEFITS	81
9.04	WEEKLY INDEMNITY BENEFITS.....	82
9.05	GROUP LIFE INSURANCE	89
9.06	LONG-TERM DISABILITY PLAN	90
9.07	DENTAL CARE PLAN.....	91
9.08	MAINTENANCE OF BENEFITS.....	92
	W.C.B. REHABILITATION.....	92
9.09	UFCW HEALTH AND WELFARE TRUST AND PLAN	92
	VIII. JUNIOR CLERK BENEFITS	96
	XVII. DISABILITY CLAIMS DISPUTE RESOLUTION PROCESS	99
9.10	PROVINCIAL RETURN TO WORK COMMITTEE.....	94
10	VACATIONS WITH PAY	95
10.01	VACATION ENTITLEMENT	95
10.02	VACATION PAY.....	97
10.03	VACATION PAY TIMING.....	98
10.04	NO PAY IN LIEU OF VACATION	98
10.05	VACATION PAYOUT ON TERMINATION OF EMPLOYMENT.....	98
10.06	VACATION SCHEDULING.....	99
10.07	SATURDAY AS A DAY OFF AFTER VACATION.....	101
10.08	FIRST DAY OF WEEK AS DAY OFF AFTER VACATION ..	101
10.09	CHANGES BY MUTUAL AGREEMENT.....	101
10.10	STATUTORY HOLIDAY DURING VACATION.....	101
10.11	VACATION MAINTENANCE.....	102
11	LEAVES OF ABSENCE.....	102

11.01	GENERAL INFORMATION.....	102
11.02	SHORT TERM LEAVE OF ABSENCE	103

ARTICLE	DESCRIPTION	PAGE
11.03	EXTENDED LEAVE OF ABSENCE.....	103
11.04	TAKE-A-BREAK LEAVE OF ABSENCE	103
11.05	EDUCATIONAL LEAVE	104
11.06	PREGNANCY LEAVE.....	106
11.07	PATERNITY LEAVE.....	107
11.08	PARENTAL LEAVE.....	107
11.09	FUNERAL AND BEREAVEMENT LEAVE	108
11.10	JURY AND WITNESS DUTY PAY.....	109
11.11	SELF-FUNDED LEAVE PLAN.....	109
12	MISCELLANEOUS	116
12.01	WEARING APPAREL.....	117
	HATS/HAIR RESTRAINT POLICY	110
12.02	TIME OFF TO VOTE.....	117
12.03	UNION MARKET CARDS	117
12.04	TIME OFF FOR UNION BUSINESS.....	118
12.05	DISCIPLINE INTERVIEW - WITNESS.....	118
12.06	EMPLOYEE FILES	112
12.07	STORE VISITS OF UNION REPRESENTATIVES.....	112
12.08	PICKET LINES.....	113
12.09	DRUG AND ALCOHOL ASSISTANCE PROGRAM	120
12.10	BULLETIN BOARD	114
12.11	SHOP STEWARDS.....	121
12.12	DEEMED TIME WORKED.....	116
12.13	TECHNOLOGICAL CHANGE	116
12.14	CHANGES IN WORK OPERATION	118
12.15	NO DISCRIMINATION - RACIAL AND SEXUAL HARASSMENT	118
12.16	POLYGRAPH TESTS.....	120
12.17	CHARITABLE DONATIONS.....	127
12.18	LOCKERS	127
12.19	TEMPERATURE CONTROL.....	120
12.20	PRE-RETIREMENT PHASE-OUT	120
12.21	CUSTOMER SERVICE PROGRAM.....	129
13	SENIORITY.....	122

13.01	DEFINITION.....	122
13.02	SENIORITY LISTS.....	123

ARTICLE	DESCRIPTION	PAGE
13.03	FULL-TIME STATUS	124
13.04	FULL-TIME GUARANTEE - MEAT DEPARTMENT	133
13.05	JOB SECURITY - DELI DEPARTMENT.....	132
13.06	FULL-TIME POSITIONS	132
13.07	MEAT CUTTER CLASSIFICATION PERCENTAGE	133
13.08	JOB POSTING.....	134
13.09	MAXIMIZING HOURS	137
13.10	MOVEMENT OF STAFF.....	137
13.11	TRANSFER OF EMPLOYEES.....	138
13.12	HEAD MEAT CUTTER & DELI OPERATOR REVERSION .	139
13.13	REHABILITATION	139
13.14	TRANSFER OF WORK BETWEEN CLASSIFICATIONS	139
13.15	TRANSFER TO ANOTHER DEPARTMENT.....	140
13.16	EXERCISING SENIORITY - MAXIMIZING HOURS.....	141
13.17	MEAT CUTTERS PERFORMING WRAPPING FUNCTIONS	141
13.18	STAFFING NEW DELICATESSENS AND TRAINING.....	141
13.19	MEAT DEPARTMENT CLEAN-UP	142
13.20	RIGHT TO GRIEVANCE.....	142
14	LAY-OFFS, REDUCTION OF HOURS OF WORK AND RECALL OF FULL-TIME EMPLOYEES ..	143
14.01	LAY-OFFS, REDUCITON AND RECALL.....	143
14.02	NOTICE OF LAY-OFF OR REDUCTION OF HOURS	143
14.03	PART-TIME SENIOR EMPLOYEE’S RIGHT TO HOURS	143
14.04	JOB PROTECTION	143
14.05	REDUCTION OF HOURS OF WORK OF FULL-TIME EMPLOYEES	146
14.06	RECALL OF FULL-TIME EMPLOYEES.....	147
14.07	JOB PROTECTION PRIORITIES.....	148
14.08	RETAIL READY & CASE READY IMPACT PROGRAMS..	148
	VOLUNTARY SEVERANCE PACKAGES	150
15	LAY-OFF, RECALL, REDUCTION AND INCREASE OF HOURS OF PART-TIME EMPLOYEES.....	154
15.01	LAY-OFFS AND RECALL.....	154

15.02 HOURS BY SENIORITY..... 154

ARTICLE	DESCRIPTION	PAGE
15.03	PREFERENCE OF HOURS.....	155
	1. RESTRICTION OF HOURS.....	155
	2. LIFTING OF RESTRICTION.....	156
	3. STUDENT RESTRICTION.....	156
	4. STUDENT SENIORITY.....	157
15.04	RECALL OF PART-TIME EMPLOYEES	158
15.05	AMENDMENT OF ARTICLE 15.....	159
16	TERMINATIONS, NOTICE REQUIRED, OR PAY REQUIRED IN LIEU OF NOTICE IN CASES OF TERMINATION.....	160
16.01	SEVERANCE PAY ON CLOSING OF STORES	160
16.02	RE-HIRING IN OTHER STORES	161
16.03	TERMINATION PAY.....	163
16.04	RIGHT TO GRIEVANCE.....	163
16.05	TERMINATIONS.....	164
16.06	INTIMIDATION	165
17	GRIEVANCE PROCEDURE.....	165
17.01	GRIEVANCE PROCEDURE.....	165
17.02	EXPEDITED GRIEVANCE RESOLUTION.....	166
18	BOARD OF ARBITRATION	167
18.01	ARBITRATION STRUCTURE.....	167
18.02	EXPEDITED ARBITRATION	167
18.03	DECISION BINDING ON PARTIES	168
19	SAVINGS CLAUSE.....	169
20	EXPIRATION AND RENEWAL	169
	LETTERS OF UNDERSTANDING.....	172
No. 1	RE: NEW DEPARTMENTS	172
No. 2	RE: KEY PERSONNEL	172
No. 3	RE: INTERPRETATION GUIDE.....	176
No. 4	RE: JOINT UNION / MANAGEMENT QUARTERLY REVIEW	176
No. 5	RE: BARGAINING PROTOCOL	177

No. 6	RE: EQUAL OPPORTUNITY.....	178
No. 7	RE: STORE NO. 952 SARDIS	178
ARTICLE	DESCRIPTION	PAGE
No. 8	RE: REVIEW OF SENIORITY PROVISIONS	179
No. 9	RE: EXISTING STORES.....	179
No.10	RE: ALL NEW STORES	181
	Transitional Principles for Job Postings "New Stores"	184
No. 11	RE: ALL REPLACEMENT STORES	185
No.12	RE: SCHEDULING/MAXIMIZATION OF HOURS AGREEMENT	188
No.13	RE: JUNIOR MEAT CLERKS AND JUNIOR DELI CLERKS SCHEDULING.....	189
No.14	RE: PROVINCIAL CERTIFICATIONS.....	191
No.15	RE: COLLECTIVE AGREEMENT LANGUAGE CHANGES ..	191
No.16	RE: STANDARDIZATION OF FORMS.....	192
No.17	RE: MERGER MEAT WRAPPER AND MEAT CUTTER FUNCTIONS.....	192
No.18	RE: EARLY RETIREMENT OFFER.....	194
No.19	RE: DISPUTED HEALTH & WELFARE TRUST DOCUMENT ISSUES	198
No.20	RE: PROXIMITY IMPACT	198
No.21	RE: VACATION PROVISIONS FOR POST 1998 HIRES.....	199
SCHEDULE I.....		200
Severance Schedule		
SCHEDULE II		202
Retail Ready Meat Impact		
SCHEDULE III.....		203
Retail Ready Meat Impact		
APPENDIX A		204
Meat Employees' Request to Increase/Restrict Hours of Work		
APPENDIX B.....		207
Zones 1 & 2		

ALPHABETICAL INDEX

ARTICLE	DESCRIPTION	PAGE
5.17	ACCUMULATED TIME OFF (A.T.O.)	22
6.07	ADDITIONAL HEAD MEAT CUTTER COMPENSATION....	46
LOU #10	ALL NEW STORES	181
LOU #11	ALL REPLACEMENT STORES	185
15.05	AMENDMENT OF ARTICLE 15	159
6.17	APPRENTICES - INDENTURED	54
6.19	APPRENTICESHIP (M/D/S CLERK RIGHT TO)	58
6.18	APPRENTICESHIP MEAT CUTTER WAGE RATES	55
18.01	ARBITRATION STRUCTURE.....	167
6.06	ASSISTANT HEAD MEAT CUTTER	45
2	BARGAINING AGENCY AND UNIT	2
LOU #5	BARGAINING PROTOCOL.....	177
5.16 (a)	BASIC WORK WEEKS.....	18
2.04	BLOCK-READY CUTTING PLANT.....	6
2.05	BLOCK-READY SEVERANCE	6
18	BOARD OF ARBITRATION	167
12.10	BULLETIN BOARD	114
5.06	CHANGE OF SCHEDULE - NOTICE.....	10
10.09	CHANGES BY MUTUAL AGREEMENT	101
12.14	CHANGES IN WORK OPERATION	118
12.17	CHARITABLE DONATIONS.....	120
2.03	CLEAN-UP	5
LOU #15	COLLECTIVE AGREEMENT LANGUAGE CHANGES	191
2.01(c)	COMBINING BARGAINING UNITS.....	5
5.11	CONSECUTIVE DAY LIMIT	13
5.08	CONSECUTIVE DAYS OFF	11
7.02	CONTRIBUTIONS REMITTANCE.....	62
6.01	COST OF LIVING.....	42
6.20	CROSS-TRAINING FOR M/D/S CLERKS.....	59
12.21	CUSTOMER SERVICE PROGRAM.....	121
8.08	CUTTING ROOM TEMPERATURE AND CONCRETE FLOORS	78

ALPHABETICAL INDEX

ARTICLE	DESCRIPTION	PAGE
5.19	DAILY GUARANTEE	24
8.02 (b)	DAY OF INJURY.....	76
18.03	DECISION BINDING ON PARTIES	168
4.01	DEDUCTION AND MONTHLY REMITTANCE.....	8
4	DEDUCTION OF UNION DUES	8
12.12	DEEMED TIME WORKED.....	116
13.01	DEFINITION.....	122
6.05	DELI OR SEAFOOD DEPARTMENT OPERATOR	45
9.07	DENTAL CARE PLAN.....	86
9.09(xvii)	DISABILITY CLAIMS DISPUTE RESOLUTION PROCESS ...	94
12.05	DISCIPLINE INTERVIEW - WITNESS.....	112
LOU #19	DISPUTED HEALTH & WELFARE TRUST DOCUMENT ISSUES	198
12.09	DRUG AND ALCOHOL ASSISTANCE PROGRAM.....	114
LOU #18	EARLY RETIREMENT OFFER.....	194
11.05	EDUCATIONAL LEAVE	104
12.06	EMPLOYEE FILES	112
5.01	EMPLOYER'S RIGHT TO SCHEDULE.....	9
LOU # 6	EQUAL OPPORTUNITY.....	178
13.16	EXERCISING SENIORITY - MAXIMIZING HOURS.....	141
7.04 (II.)	EXISTING EMPLOYER PENSION PLAN.....	69
LOU #9	EXISTING STORES	179
18.02	EXPEDITED ARBITRATION	167
17.02	EXPEDITED GRIEVANCE RESOLUTION.....	166
20	EXPIRATION AND RENEWAL	169
11.03	EXTENDED LEAVE OF ABSENCE	103
5.12	FAIR ASSIGNMENT AND ROTATION OF LATE SHIFTS AND CLOSING SHIFTS	13
5.10	FAIR ROTATION OF SUNDAY WORK.....	12
10.08	FIRST DAY OF WEEK AS DAY OFF AFTER VACATION .	101
6.03	FREEZER CASE PREMIUM.....	43
9.01	FULL-TIME EMPLOYEES	79
13.04	FULL-TIME GUARANTEE - MEAT DEPARTMENT	125

13.06	FULL-TIME POSITIONS.....	132
5.16(b)	FULL-TIME RESTRICTED WORK WEEK	19

ALPHABETICAL INDEX

ARTICLE	DESCRIPTION	PAGE
13.03	FULL-TIME STATUS	124
11.09	FUNERAL AND BEREAVEMENT LEAVE.....	108
7.04 (III.)	GENERAL (PENSION PLAN).....	72
11.01	GENERAL INFORMATION.....	102
17	GRIEVANCE PROCEDURE.....	165
17.01	GRIEVANCE PROCEDURE.....	165
9.05	GROUP LIFE INSURANCE	84
12.01	HATS/HAIR RESTRAINT POLICY	110
13.12	HEAD MEAT CUTTER & DELI OPERATOR REVERSION .	139
6.04	HEAD MEAT CUTTER RELIEF	44
9	HEALTH AND WELFARE PLAN	79
8.05	HEALTH, SAFETY, EDUCATION AND TRAINING FUND....	77
3.03	HIRING REFERRALS	8
15.02	HOURS BY SENIORITY.....	154
5.02	HOURS OF WORK.....	9
5	HOURS OF WORK, OVERTIME, STATUTORY HOLIDAYS	9
2.01(b)	INDIVIDUAL BARGAINING UNITS.....	4
8.02 (d)	INJURIOUS WORK REQUIREMENTS	77
LOU #3	INTERPRETATION GUIDE.....	176
16.06	INTIMIDATION	165
5.25	INVOICES AND RECORDS	32
13.08	JOB POSTING.....	134
14.04	JOB PROTECTION	143
14.07	JOB PROTECTION PRIORITIES.....	148
13.05	JOB SECURITY - DELI DEPARTMENT.....	132
8.07	JOINT RETAIL MEAT HEALTH & SAFETY COMMITTEE..	78
LOU #4	JOINT UNION / MANAGEMENT QUARTERLY REVIEW	176
6.01	JUNIOR MEAT CLERK & JUNIOR DELI CLERK.....	41
LOU #13	JUNIOR MEAT CLERKS AND JUNIOR DELI CLERKS SCHEDULING.....	189
11.10	JURY AND WITNESS DUTY PAY.....	109

LOU #2 KEY PERSONNEL..... 172

ALPHABETICAL INDEX

ARTICLE	DESCRIPTION	PAGE
5.05	LATE CLOSING SCHEDULE (MIDNIGHT STORES).....	10
5.18	LATENESS AFFECTING ACCUMULATED PAID TIME OFF.	24
15	LAY-OFF, RECALL, REDUCTION AND INCREASE OF HOURS OF PART-TIME EMPLOYEES.....	154
15.01	LAY-OFFS AND RECALL.....	154
14.01	LAY-OFFS, REDUCITON AND RECALL.....	143
14	LAY-OFFS, REDUCTION OF HOURS OF WORK AND RECALL OF FULL-TIME EMPLOYEES ..	143
11	LEAVES OF ABSENCE.....	102
15.03 (2)	LIFTING OF RESTRICTION.....	156
12.18	LOCKERS	120
9.06	LONG-TERM DISABILITY PLAN	85
6.01	LUMP SUM PAYMENTS	37
9.08	MAINTENANCE OF BENEFITS.....	87
13.09	MAXIMIZING HOURS	137
5.22	MEAL ALLOWANCE.....	28
6.18	MEAT CUTTER APPRENTICESHIP PROGRAM.....	54
13.07	MEAT CUTTER CLASSIFICATION PERCENTAGE	133
6.03	MEAT CUTTER PREMIUM.....	44
6.01	MEAT CUTTER WAGE RATES	39
13.17	MEAT CUTTERS PERFORMING WRAPPING FUNCTIONS	141
13.19	MEAT DEPARTMENT CLEAN-UP	142
APPENDIX A	MEAT EMPLOYEES' REQUEST TO INCREASE/ RESTRICT HOURS OF WORK	204
6.01	MEAT/DELI/SEAFOOD CLERK.....	40
6.03	MEAT/DELI/SEAFOOD CLERK PREMIUMS.....	43
9.03	MEDICAL BENEFITS	81
5.14	MEMBER ON DUTY.....	15
LOU #17	MERGER MEAT WRAPPER AND MEAT CUTTER FUNCTIONS	192
5.23 (c)	MIDNIGHT SHIFTS.....	29

ALPHABETICAL INDEX

ARTICLE	DESCRIPTION	PAGE
12	MISCELLANEOUS	110
13.10	MOVEMENT OF STAFF.....	137
6.08	MOVING SEAFOOD TO MEATS.....	48
LOU #1	NEW DEPARTMENTS.....	172
3.02	NEW EMPLOYEE FORM LETTER.....	7
12.15	NO DISCRIMINATION - RACIAL AND SEXUAL HARASSMENT	118
10.04	NO PAY IN LIEU OF VACATION	98
14.02	NOTICE OF LAY-OFF OR REDUCTION OF HOURS	143
5.21	OVERTIME	26
11.08	PARENTAL LEAVE.....	107
9.02	PART-TIME EMPLOYEES	80
14.03	PART-TIME SENIOR EMPLOYEE'S RIGHT TO HOURS.....	143
11.07	PATERNITY LEAVE.....	107
6.14 (b)	PERMANENT TRANSFERS	52
6.16	PHYSICAL EXAMINATIONS.....	54
12.08	PICKET LINES.....	113
12.16	POLYGRAPH TESTS.....	120
5.26	POOL EMPLOYEE SCHEDULING	32
15.03	PREFERENCE OF HOURS	155
11.06	PREGNANCY LEAVE.....	106
12.20	PRE-RETIREMENT PHASE-OUT	120
6.11	PREVIOUS COMPARABLE EXPERIENCE.....	48
LOU #14	PROVINCIAL CERTIFICATIONS	191
9.10	PROVINCIAL RETURN TO WORK COMMITTEE.....	94
LOU #20	PROXIMITY IMPACT	198
14.06	RECALL OF FULL-TIME EMPLOYEES.....	147
15.04	RECALL OF PART-TIME EMPLOYEES.....	158
14.05	REDUCTION OF HOURS OF WORK OF FULL-TIME EMPLOYEES	146
6.12	REGULAR WEEKLY PAY DAY	50
13.13	REHABILITATION	139
8.04	REHABILITATION PROGRAM.....	77
16.02	RE-HIRING IN OTHER STORES	161

5.07 REQUESTED TIME OFF (R.T.O.)..... 11

ALPHABETICAL INDEX

ARTICLE	DESCRIPTION	PAGE
5.24	REST PERIODS AND MEAL PERIODS.....	30
15.03 (1)	RESTRICTION OF HOURS.....	155
7	RETAIL MEAT INDUSTRY PENSION PLAN AND THE U.F.C.W. UNION PENSION PLAN	61
7.01	RETAIL MEAT INDUSTRY PENSION PLAN CONTRIBUTIONS	61
14.08	RETAIL READY & CASE READY IMPACT PROGRAMS..	148
SCHEDULE II	RETAIL READY MEAT IMPACT.....	202
SCHEDULE III	RETAIL READY MEAT IMPACT	203
6.02	RETROACTIVE PAY.....	43
8.03	RETURN TO WORK AFTER ABSENCE DUE TO ILLNESS OR INJURY	77
LOU #8	REVIEW OF SENIORITY PROVISIONS	179
13.20	RIGHT TO GRIEVANCE	142
16.04	RIGHT TO GRIEVANCE	163
5.13	ROTATION SCHEDULING.....	15
2.02	SALESPERSONS / DRIVERS	5
10.07	SATURDAY AS A DAY OFF AFTER VACATION	101
6.09	SAUSAGE WORK.....	48
19	SAVINGS CLAUSE.....	169
6.01	SCHEDULE OF HOURS FOR DETERMINING RATE INCREASE	38
5.04	SCHEDULING OF HOURS.....	10
LOU #12	SCHEDULING/MAXIMIZATION OF HOURS AGREEMENT	188
6.08	SEAFOOD DEPARTMENT.....	47
7.03	SELECTION OF TRUSTESS.....	62
11.11	SELF-FUNDED LEAVE PLAN.....	109
13	SENIORITY.....	122
13.02	SENIORITY LISTS.....	123
6.10	SERVICE MEATS	48
16.01	SEVERANCE PAY ON CLOSING OF STORES.....	160
SCHEDULE I	SEVERANCE SCHEDULE.....	200

5.23 (b) SHIFT INTERVAL.....29

ALPHABETICAL INDEX

ARTICLE	DESCRIPTION	PAGE
5.23 (d)	SHIFT PREMIUM -NIGHT SHOPPING	30
5.23	SHIFT WORK	28
5.23 (a)	SHIFT WORK PREMIUM	28
12.11	SHOP STEWARDS.....	114
11.02	SHORT TERM LEAVE OF ABSENCE.....	103
8.01	SICK LEAVE BENEFITS	73
8	SICK LEAVE BENEFITS & W.C.B.....	73
6.15	STAFF MEETINGS	53
13.18	STAFFING NEW DELICATESSENS AND TRAINING.....	141
LOU #16	STANDARDIZATION OF FORMS.....	192
10.10	STATUTORY HOLIDAY DURING VACATION.....	101
5.20	STATUTORY HOLIDAYS	24
8.06	STORE HEALTH AND SAFETY COMMITTEES	78
LOU #7	STORE NO. 952 SARDIS	178
12.07	STORE VISITS OF UNION REPRESENTATIVES	112
15.03 (3)	STUDENT RESTRICTION.....	156
15.03 (4)	STUDENT SENIORITY.....	157
5.09	SUNDAY WORK	12
11.04	TAKE-A-BREAK LEAVE OF ABSENCE.....	103
12.13	TECHNOLOGICAL CHANGE	116
12.19	TEMPERATURE CONTROL.....	120
6.14 (a)	TEMPORARY TRANSFERS.....	51
16.03	TERMINATION PAY.....	163
16.05	TERMINATIONS.....	164
16	TERMINATIONS, NOTICE REQUIRED, OR PAY REQUIRED IN LIEU OF NOTICE IN CASES OF TERMINATION.....	160
5.15	TIME CLOCKS	16
12.04	TIME OFF FOR UNION BUSINESS	111
12.02	TIME OFF TO VOTE.....	111
6.13	TOOLS	51
13.11	TRANSFER OF EMPLOYEES	138
13.14	TRANSFER OF WORK BETWEEN CLASSIFICATIONS	139

13.15 TRANSFER TO ANOTHER DEPARTMENT 140

ALPHABETICAL INDEX

ARTICLE	DESCRIPTION	PAGE
LOU #10	TRANSITIONAL PRINCIPLES FOR JOB POSTINGS "NEW STORES"	184
6.14	TRAVELLING TIME AND TRANSFERS.....	51
9.09	UFCW HEALTH AND WELFARE TRUST AND PLAN.....	87
7.04	UFCW UNION PENSION PLAN.....	62
12.03	UNION MARKET CARDS	111
3.01	UNION MEMBERSHIP.....	7
3	UNION SHOP	7
1	UNION'S RECOGNITION OF MANAGEMENT'S RIGHTS	2
10.01	VACATION ENTITLEMENT	95
10.11	VACATION MAINTENANCE.....	102
10.02	VACATION PAY.....	97
10.03	VACATION PAY TIMING.....	98
10.05	VACATION PAYOUT ON TERMINATION OF EMPLOYMENT	98
LOU #21	VACATION PROVISIONS FOR POST 1998 HIRES	199
10.06	VACATION SCHEDULING.....	99
10	VACATIONS WITH PAY	95
9.09	VIII. JUNIOR CLERK BENEFITS	91
14.08	VOLUNTARY SEVERANCE PACKAGES	150
8.02 (c)	W.C.B. ADVANCE	76
8.02 (a)	W.C.B. MAKE-UP	75
9.08	W.C.B. REHABILITATION.....	87
6	WAGES.....	36
12.01	WEARING APPAREL.....	110
9.04	WEEKLY INDEMNITY BENEFITS.....	82
5.03	WORK SCHEDULES.....	9
8.02	WORKERS' COMPENSATION BOARD.....	75
2.01(a)	ZONES 1 & 2	2
APPENDIX B	ZONES 1 & 2.....	207

COLLECTIVE AGREEMENT

BETWEEN: OVERWAITEA FOOD GROUP, A DIVISION OF GREAT PACIFIC INDUSTRIES INC., a body corporate, carrying on business as Overwaitea Foods & Save-On-Foods in the Province of British Columbia, hereinafter referred to as the

"EMPLOYER"

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 247, chartered by the United Food and Commercial Workers International Union, AFL-CIO, CLC, hereinafter referred to as the

"UNION"

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

NOW THEREFORE:

The Union and the Employer mutually agree as follows:

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

1.01 The management of the Company including the right to plan and direct and control store operations, the direction of the working force, the termination of employees for proper cause are the sole rights and functions of the Employer. Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of Management, subject, however, to discharge of employees on grounds of alleged incompetency being processed under Articles 17 and 18.

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

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

ARTICLE 2 BARGAINING AGENCY AND UNIT

2.01 (a) Zone 1

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

The City of Abbotsford;
The City of Burnaby;
The District of Chilliwack;
The District of the Corporation of Delta;
The City of Richmond;
The City of White Rock;
The City of Langley;
The City of Surrey;

with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement. If additional retail food establishments are acquired by the Employer in the area described herein, all terms and conditions of the Collective Agreement shall apply to such establishments and shall be binding on the Parties hereto. New or acquired stores shall be added to the existing bargaining units.

Zone 2

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

The City of Duncan;
The City of Parksville;
The District of Penticton;
The District of Campbell River;
The City of Courtenay (including Comox);

with respect to rates of pay, wages, hours and all other conditions of employment set out in this Agreement. If additional retail food establishments are acquired by the Employer in the area described herein, all terms and conditions of the Collective Agreement shall apply to such establishments and shall be binding on the Parties hereto. New or acquired stores shall be added to the existing bargaining units.

The Employer agrees that the reference to "all employees" in the U.F.C.W. Local 1518 Union recognition clause does not include employees covered by U.F.C.W. Local 247's Union recognition clause.

The Parties agree that two Collective Agreements are established, one for Zone 1, the other for Zone 2.

2.01(b) The Employer and the Union recognize the following individual bargaining units:

SAVE-ON-FOODS

Store #905 Campbell River
Store #908 Clearbrook/ Store #904 Abbotsford
Store #912 Metrotown/ Store #996 Madison/ Store #907
Highgate
Store #913 Chilliwack/ Store #952 Sardis
Store #962 Penticton
Store #963 North Delta/ Store #997 Surrey/ Store #918
Fleetwood/ Store #939 Nordel
Store #974 Richmond/ Store #969 Ironwood/ Store #971
Terra Nova
Store #986 White Rock/ Store #903 South Point
Store #994 Langley

OVERWAITEA

Store #17 Duncan

Store #59 French Creek (Parksville)

Store #276 Courtenay

2.01(c) COMBINING BARGAINING UNITS

In order to provide a mechanism for the possible merger of Bargaining Units, the following terms, conditions and methods for ratification shall apply:

1. Where it is proposed by the membership that two (2) or more Bargaining Units be combined and two (2) or more Bargaining Units vote for merger, those Bargaining Units voting in favour of merger shall be merged.
2. If Bargaining Units vote not to merge, future consideration to merge will be given if a majority of members in two (2) or more units indicate, in writing, that they wish to conduct a merger vote. Such written notification can be in the form of individual letters or a joint petition signed by a minimum of fifty percent (50%) of the members in each Bargaining Unit.
3. The method of voting on a merger within each Bargaining Unit shall be at the discretion of the Union.

2.02 Salespersons or Salesperson drivers will not be permitted to display meat, poultry or fish products. However, such Salespersons may remove their own company's products which may be unsuitable for sale from shelves or display cases. Fancy sausage - Salespersons who violate these provisions will be excluded from the stores of the Employer concerned.

2.03 Clean-up of the departments within the Bargaining Unit and equipment shall be performed by Bargaining Unit employees. This may not include the waxing of floors.

2.04 Block-Ready Cutting Plant

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

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

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

2.05 If any employee is terminated because of:

1. The Employer establishing a new plant to cut and fabricate retail cuts of fresh meat or fresh block-ready meats, or
2. The Employer purchasing retail cuts of fresh meats or fresh block-ready meats, which are now cut and fabricated on the store premises, the employee concerned shall be given severance pay as follows:
One (1) week's pay at the employee's then regular rate of pay for each year of continuous full-time service up to a maximum of twenty-six (26) weeks.

The above points (1) and (2) shall not apply to a temporary lay-off, full-time employees who accept other full-time or part-time employment with the Employer, or to full-time employees who lose employment with the Company and are reinstated within thirty (30) days to full-time status.

ARTICLE 3 UNION SHOP

3.01 The Employer agrees to retain in his employ, within the Bargaining Unit as outlined in Article 2 only members of the Union in good standing.

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

3.02 The Employer agrees to provide each new employee at the time of employment with a form letter outlining the new employee's responsibility in regard to Union Membership, and to provide the

Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire and store location. The Employer will have new employees sign the "Check-off and Union Membership Application". This information and the location of employment shall be forwarded to the Union not later than one (1) week after a new employee has been hired.

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

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

ARTICLE 4 DEDUCTION OF UNION DUES

4.01 The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct union dues from the wages of all new employees. Each new employee, at the time of hire, shall sign an authorization for union

dues deductions which shall immediately be sent to the Union Office. (Union to supply appropriate form).

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

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

ARTICLE 5 HOURS OF WORK, OVERTIME, STATUTORY HOLIDAYS

5.01 The Employer reserves the right to schedule hours of store operation, employee hours of work, rest periods, lunch periods and overtime work, subject to the provisions of Article 5.

5.02 Hours of Work

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

5.03 Work Schedules

The Employer shall post the weekly work schedules in the Meat and Delicatessen Departments for all employees not later than 6:00 p.m. Monday three (3) weeks in advance. If a new work schedule is not posted as per the above, then the schedule already posted shall apply for the following week. Where time clocks are used, the work schedule can be posted in some other location in the store other than in the Meat Department, as long as they are posted next to the time clock.

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

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

Posted work schedules shall be either written in ink, be a photocopy or printed by a computer printer, and if any changes must be made, a line shall be drawn through the time to be changed and the new time shall be written in ink.

5.04 Scheduling of Hours

Subject to the operational needs of the store, the Employer shall endeavour to schedule the maximum number of eight (8) hour shifts for the maximum number of employees and further to maximize the number of full-time positions in each classification. The Employer shall issue a notice to those employees responsible for writing work schedules instructing them to schedule according to the above provisions. Where it can be demonstrated by the Union that eight (8) hour shifts may be scheduled and/or additional full-time positions may be created, the Union and the Employer shall meet and determine a method of solution. The foregoing does not imply an obligation to schedule more hours in

any classification than the Employer has determined are necessary, or schedule hours which alter employee coverage.

5.05 Late Closing Schedule (Midnight Stores)

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

5.06 Change of Schedule - Notice

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

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

On the first day of an employee's absence, that employee's scheduled hours may be assigned to the most senior employee not scheduled to work that day. Thereafter, the replacement hours shall be scheduled so that employee's hours are maximized by seniority.

5.07 Requested Time Off (R.T.O.)

Employees who request and are granted R.T.O. prior to the posting of the schedule shall not have their hours of work for the

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

5.08 Consecutive Days Off

The Employer shall schedule consecutive days off for all full-time employees. In addition, wherever practical, A.T.O. days shall also be scheduled with consecutive days off. In consultation with Store Management or the department manager, where it can be demonstrated by the Shop Steward that scheduling of consecutive days off with A.T.O. can be accomplished without the adverse affect on the operations of the department, the Employer shall do so. In consultation with Store Management or the department manager, non-consecutive days off may be arranged by mutual agreement between the employee(s) provided it does not result in any other employee(s) not getting consecutive days off.

5.09 Sunday Work

For employees hired prior to October 8, 1989, a premium of one dollar and sixty cents (\$1.60) per hour, [eighty cents (\$.80) for each full half hour] shall be paid for all work performed on Sunday. For purposes of the Collective Agreement, Sunday is considered the first day of the basic work week.

5.10 Fair Rotation of Sunday Work

Sunday work shall be rotated on a fair and equitable basis amongst all Bargaining Unit members in a store. The foregoing, notwithstanding the Employer, may require "Key Personnel" to rotate Sunday shifts amongst themselves.

In the event that Sunday work is not rotated on a fair and equitable basis, the Parties shall meet and attempt to find an equitable solution. If the matter is not resolved, Sunday work shall be assigned as follows:

1. Work on Sunday shall be voluntary.
2. Sunday work shall be considered as available hours and shall be offered according to seniority.
3. Employees shall notify Management at the beginning of each two (2) month period of their availability to work on Sundays.
4. If sufficient permanent store employees are not available to work on Sundays, the Employer shall offer available hours to the Float or Relief Staff on a seniority basis, and if sufficient Float or Relief Staff employees do not volunteer, the Employer shall have the right to schedule hours to permanent store employees according to "reverse seniority", provided they have the ability to perform the work required.
5. Notwithstanding the foregoing, it is understood that the Employer may require "Key Personnel" to work on Sundays.

5.11 Consecutive Day Limit

Where practical, no employee shall be required to work more than six (6) consecutive days. For such an employee there will be no claim for any hours scheduled to another employee on their seventh (7th) or subsequent consecutive days of work. Full-time employees will not be required to work two (2) consecutive Saturday-Sunday shifts.

5.12 Fair Assignment and Rotation of Late Shifts and Closing Shifts

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

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

The Employer will ensure that Assistant Head Meat Cutters and Assistant Deli Operators are scheduled their fair share of late shifts as defined in the Article. For stores open until midnight, a late shift shall be defined as any scheduled shift, which ends after 9:00 p.m. in the Meat department and after 10:00 p.m. in the Deli department.

The above three paragraphs shall not result in the reduction of hours for other employees hired prior to July 5, 1998.

At the request of the Union, a meeting with the Employer and Colin Taylor will be held in either January or July each year to review scheduling of late shifts in the previous six (6) months. In the event that a fair share of late shifts has not been worked, Colin Taylor shall issue a binding method of adjustment to remedy the defect in the succeeding period. The award shall be final and binding and may not be appealed.

The Employer shall, on request, provide to the Union shift schedules and other relevant information to enable the Union to determine that this provision is being fully and completely observed. In the event that the Union believes there has been a violation of this provision, then the following procedure shall apply:

- 1) The Union shall notify the Employee Relations department of the alleged infraction;
- 2) The Employer shall have five (5) working days to investigate the alleged violation and advise the Union of its decision;
- 3) If the Union is dissatisfied with the Employer's response, it shall have five (5) working days to file a grievance with Colin Taylor who shall hear the matter on an expedited basis within ten (10) working days of the grievance being filed.

5.13 Rotation Scheduling

The Employer reserves the right to schedule hours of store operation, employee hours of work, rest periods, and overtime work. Subject to the above and the operational needs of the store, in order to provide for Quality Time Off and to improve the overall efficiency of scheduling and enhancement of customer service, the Employer will develop a continuous rotating schedule by department for all full-time employees, on a store-by-store basis, in accordance with the following principles:

1. Consecutive days off
2. A.T.O. provisions in the Collective Agreement shall be complied with.

3. Rotation of Sunday work. It will be the objective to have every second Sunday scheduled as a day off.
4. Consecutive identical shifts shall be maximized for each employee within the rotating schedule. In any event, all shifts within the rotating schedule shall fall within the same fourteen (14) hour time span until the employee has had his/her days off. An employee shall not be required to work more than five (5) consecutive 3:30 p.m. to midnight or similar shifts.
5. A Committee may be struck to make recommendations on the implementation of rotating schedules. The recommendation of such committee(s) will be considered in the implementation of a rotating schedule.

5.14 Member on Duty

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

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

5.15 Time Clocks

The Employer shall provide time clocks to enable employees to record their time for payroll purposes. Time clocks shall be

installed and used, and the time cards will be used for payroll purposes.

A time card system which will allow employees to record their own hours of work shall be implemented throughout the Overwaitea/Save-On chain, with the full co-operation of the Employer, as follows:

1. All employee time cards shall be located in or near the store lunchroom.
2. Employees shall fill out their own time card in ballpoint pen. The employee shall, upon beginning hours of work for the day, record the date the hours were worked and the time of starting work. Upon completion of the employee's scheduled hours of work for the day, the employee will record the time of finishing work for the date at that time. Overtime hours and any hours worked beyond the employee's scheduled hours for the day shall be noted on the card.
3. The Parties agree to work with and co-operate in the implementation of this new time card system and, in the event the Union finds that "free time" or hours are being worked by employees that are not properly recorded on the time card in any store by any employee, there shall be a time clock installed in the store within thirty (30) calendar days following the contravention of this agreement.
4. In order to accommodate the implementation of this new system of time cards for the entire chain of Overwaitea/Save-On stores, the Employer shall choose a transition date in the month of July or August of 1988, but in no event later than February 28, 1990.

5. As a matter of good faith, the Employer agrees to instruct their Store Managers in the procedures outlined herein and undertakes to ensure that this agreement is implemented in the spirit and intent that it was negotiated.
6. Notices which detail the procedure and payroll codes for claiming all premiums shall be posted next to Time and Attendance sheets. The Employer agrees to re-post the policy bulletin dated March 30, 1990.

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

Management agrees to assume its full responsibility in seeing that all employees are compensated for all time worked.

Management personnel who deliberately violate this provision shall be disciplined by the Employer.

Employees shall record their own time at the time they start and finish work and the time they commence and return from meal periods. Employees who fail to record all time worked in the manner required by this sub-section, shall be disciplined as follows:

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

Suspensions shall be implemented within one (1) month of notification by the Union to do so, unless a longer period is

mutually agreed upon by the Union and the Employer, or in the event, that the requested suspension becomes subject to the grievance procedure.

Any employees terminated for reasons above shall not be entitled to notice or pay in lieu of notice under Article 15.

5.16 (a) Basic Work Weeks

The basic work week for full-time employees shall be forty (40) hours, consisting of five (5) eight (8) hour days. In a week in which one (1) statutory holiday is taken, the basic work week for full-time employees shall be reduced to thirty-two (32) hours, consisting of four (4) eight (8) hour days, including work on the statutory holiday, and in a week in which two (2) statutory holidays are taken, the basic work week for full-time shall be reduced to twenty-four (24) hours, consisting of three (3) eight (8) hour days, including work on the statutory holiday. A statutory holiday may by mutual agreement between management and an employee be moved to a day in the week prior to or the week after the statutory holiday provided the day in lieu of the statutory holiday is scheduled in conjunction with other scheduled days off. If there is no mutual agreement to move the statutory holiday(s), then the employee's statutory holiday(s) will be scheduled in the week in which the statutory holiday(s) occur(s).

Sunday is considered the first day of the basic work week (see Article 5.21). The basic work week shall include time off due to jury duty, witness duty and funeral and bereavement leave as set out in Articles 11.09 and 11.10, provided the employee has actual hours worked in the week.

5.16 (b) Full-Time Restricted Work Week

- 1) Full-time employees shall have the right, by seniority, to restrict their work week to four (4) eight (8) hour days including statutory holidays. Notwithstanding any provision of the Collective Agreement which provides for any entitlement based on hours worked, the employee shall be considered full-time for all purposes of the Collective Agreement except for vacation and wage purposes. The wages and benefits provided to employees who work the full-time restricted work week shall be in accordance with point #7 of this Article.
- 2) After an initial restriction, an employee can only restrict under point #1 above once in a twelve (12) month period from the date of returning to the basic work week described in Article 5.16 (a).
- 3) An employee may lift the restriction by notifying the Employer in writing prior to the posting of the next schedule. The employee shall then be scheduled all available hours by seniority on the next schedule.
- 4) The employee shall have the right to two (2) or three (3) consecutive days off if requested by the employee.
- 5) The Parties agree that the existence of this provision and the resulting right of employees to restrict their work week shall not in itself result in a reduction of overall hours available to the Bargaining Unit. This provision will not limit management in changing available hours of work in accordance with ongoing business demands. However, the number of available hours will be the same as the

hours which would have been normally available without this Article. The Union will monitor available hours by reviewing the work schedules provided by management.

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

7) Terms and Conditions for Employees on a Restricted Work Week

- a) Basic restricted work week is four (4) eight (8) hour days.
- b) Statutory Holiday pay of eight (8) hours.
- c) Funeral and bereavement leave and jury duty to a maximum of thirty-two (32) hours per week.
- d) Weekly Indemnity and Long Term Disability benefits paid based on thirty-two (32) hours per week.
- e) Overtime per Article 5.21 for all hours in excess of the basic restricted work week.

Example:

after four (4) days - time at one-half (1½)

after five (5) days - double (2) time

- f) Vacation pay to be one-fifty-second (1/52) per week or thirty-two (32) hours pay per week, whichever is greater.
- g) Eligibility for Group Life Insurance and Medical benefits will be maintained, regardless of hours worked.

Note: Under the current Dental Plan eligibility and benefit structure, dental benefits would be maintained. The basic restricted work week hours are in excess of the twenty (20) hours average presently required to maintain dental benefits.

- h) The restricted basic work week offsets that there is no accumulation of ATO.
- i) Employees wishing to return to normal full-time status must be given written notice prior to the posting of the next schedule.
- j) The employee shall have the right to two (2) or three (3) consecutive days off if requested by the employee.

5.17 Accumulated Time Off (A.T.O.)

Full-time employees shall accumulate four (4) hours paid time off for each basic work week completed. Employees will be advised

of their accumulated paid time off entitlement on a weekly basis. The employee's accumulated time off shall be shown on the employee's pay stub. (see Article 6.12). Basic work weeks shall be those described in Article 5.16. All employees eligible for accumulated paid time off shall accumulate four (4) hours for all weeks of paid vacations when taken.

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

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

For the purpose of this Article, a part-time employee who works forty (40) hours per week for eight (8) consecutive weeks, exclusive of replacement hours, shall be entitled to receive accumulated time off as provided in this Article at the appropriate full-time rate of pay until the position is finalized through the job posting provision (Article 13.08). Hours paid for statutory holidays shall count as hours worked.

"Replacement hours" shall be those hours that an employee works or is assigned that would normally be worked by another employee were it not for the latter's absence due to illness, vacation, leave of absence, Workers' Compensation, Weekly

Indemnity or other contractual absence. If an employee working more than thirty-six (36) hours per week for the required period alleges being prevented from working forty (40) available hours, the employee may request an explanation from the Store Manager. If the employee is not satisfied with the explanation, the Union may lodge a grievance in accordance with Articles 17 and 18 to determine whether or not the employee should be working forty (40) hours per week.

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

The Employer shall first maximize hours within a classification when other employees are away on absences under the Collective Agreement. Retail Ready may not be used to backfill unless all employees are maximized.

It is recognized that there may be certain situations outside of Article 5.17 where A.T.O. may be arranged based on mutual agreement between the Employer, Union and employees in each store. In such cases the method of taking A.T.O.'s shall not be used as preferential treatment and this will apply to all eligible employees covered under the Collective Agreement.

In order to monitor and resolve issues regarding scheduling of A.T.O.'s, the Employer shall forward monthly A.T.O. accumulation lists for all Bargaining Units to the Union. Each Shop Steward/Contact Person in the Bargaining Unit will receive a store specific A.T.O. accumulation list on a monthly basis.

There is a commitment between the Parties to resolve any A.T.O. issue quickly, if brought forward.

5.18 Lateness Affecting Accumulated Paid Time Off

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

5.19 Daily Guarantee

Full-time Employees

Unless terminated for reasons not requiring notice or pay in lieu thereof, outlined in Article 16, employees working full-time shall receive pay for their full shift if sent home prior to completion of their full shift.

Part-time Employees

Part-time employees shall be paid their regular hourly rate for each hour worked except where employed for less than four (4) consecutive hours per day, in which event they shall receive a minimum of four (4) hours' pay. An employee who is called for work and upon reporting is sent home prior to commencing work, shall receive two (2) hours' pay.

5.20 Statutory Holidays

The following days shall be considered Statutory Holidays:

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

and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments, provided that all other major stores selling meat close their meat departments on any such holiday proclaimed, and further, that in the case of a statutory holiday proclaimed by a Municipality, only those stores of the Employer in that Municipality shall be affected by the requirements of this Article.

If an employee is eligible for statutory holiday pay while on Weekly Income Benefits, Workers' Compensation or sick leave, the maximum amount of pay that the employee will receive from such sources for any particular day shall not be more than 100% of the normal daily pay.

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

For employees hired prior to October 8, 1989, average hours worked in the four (4) weeks preceding the week in which the holiday occurs:

- (16) but less than (20) (4) hours pay for each holiday
- (20) but less than (32) (6) hours pay for each holiday
- (32) or more hours (8) hours pay for each holiday

For employees hired on October 8, 1989 and thereafter, average hours worked in the four (4) weeks preceding the week in which the holiday occurs:

- (20) but less than (24) (4) hours pay for each holiday
- (24) but less than (32) (6) hours pay for each holiday
- (32) or more hours (8) hours pay for each holiday

In determining statutory holiday pay entitlement for full-time employees, all paid time off and hours absent due to sickness or accident not exceeding thirty-nine (39) consecutive weeks calculated from the 1st day of such continuous illness or accident shall be counted as hours worked, if the full-time employee would have been scheduled to work such hours they were absent.

In determining statutory holiday pay entitlement for part-time employees, hours of paid vacation and hours paid for statutory holidays shall count as time worked. The statutory holiday pay shall be in addition to actual time worked.

Should the "four (4) weeks preceding the week in which a holiday occurs" include time off without pay which is connected with vacation pay received at some other time of the year, then the "four (4) week test" shall not include such absence. In this case, the "four (4) weeks" shall be the last four (4) weeks excluding such absences.

All work performed on a statutory holiday shall be paid at time and one-half the employee's regular rate of pay, and where so entitled, the employee shall also receive pay for the statutory holiday.

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

5.21 Overtime

All employees, including part-time and students, shall be paid at the rate of time and one-half for all time worked in excess of the

weekly hours, days per week and hours per day, as set out in Article 5.16, except that all hours worked over ten (10) in any one (1) day shall be paid at double the basic rate, and all hours worked over forty-eight (48) in any one week, shall be paid at double the basic rate. No employee will be paid more than one (1) overtime premium for any overtime hours worked.

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

1. In a week that includes one (1) statutory holiday, the employees' hours of work shall first be maximized up to thirty-two (32) hours in four (4) work days.
2. In a week that includes two (2) statutory holidays, the employees' hours of work shall be maximized up to twenty-four (24) hours in three (3) work days.
3. Hours of work in excess of the above (points 1 and 2) shall be offered by seniority and shall be voluntary.
4. If sufficient employees are not available, hours of work above the thirty-two (32) and twenty-four (24) respectively shall be assigned by reverse seniority.
5. Work on the statutory holiday shall be paid at the appropriate statutory rate.

Hours worked in excess of the reduced work weeks when statutory holidays occur, shall not be paid at overtime rates during the first four (4) weeks of an employee's employment. During this period, however, overtime shall be paid on the basis of the regular

basic work week. **COMPENSATING TIME OFF SHALL NOT BE GIVEN IN LIEU OF OVERTIME PAY.**

When required to work overtime, an employee may decline with a valid reason. Such refusal shall be accepted provided there is another employee on the shift when overtime is required, who is prepared to work the overtime and has the ability to perform the work required. H.M.C. and Assistant H.M.C. are excluded from this provision.

Sunday is the first day of the basic work week, and in the event an employee is scheduled in excess of the basic work week as set out in Article 5.16 the last such day or days worked in such weeks shall be considered as the day or days for which overtime applies.

Where an employee works in excess of the basic work week due to a call-in, the call-in shift shall be considered the shift to which overtime applies.

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

5.22 Meal Allowance

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

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

5.23 Shift Work

a) Premium

For employees hired prior to October 8, 1989, only hours worked between 6:00 p.m. and 8:00 a.m. shall be considered as shift work and be paid for at the applicable straight time or overtime rate, plus a fifty-cent (\$.50) shift premium for each full half (1/2) hour worked during this period. Where the majority of hours of a shift are between 12:01 a.m. and 8:00 a.m., shift premium shall be one dollar (\$1.00) an hour for that entire shift.

An employee commencing a shift at 7:00 a.m. or between 7:00 a.m. and 8:00 a.m. shall not be entitled to shift premium during such period.

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

b) Shift Interval

There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed a ten (10) hour interval between shifts shall be paid at the rate of time and one-half for time worked prior to the expiry of the ten (10) hour interval.

c) Midnight Shifts

The following rules shall apply to employees working a regularly scheduled midnight shift subject to emergencies as defined in Article 5.06:

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

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

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

When an employee is scheduled to work five (5) midnight shifts, all such shifts shall, where possible, be consecutive. The day prior to the first midnight shift shall be a scheduled day off. Where it can be demonstrated that consecutive days of work can be scheduled, the Union and the Employer shall meet to determine a method of solution.

d) Shift Premium where Night Shopping is in Effect

Employees hired prior to October 8, 1989, who work beyond 6:15 p.m. on nights when the store is open for business, shall receive an additional flat-sum payment of three dollars (\$3.00) for each night worked during a week, provided they work at least sixteen (16) hours during the week. Time worked after 9:15 p.m. shall be considered as shift work and compensated accordingly, but only for each half-hour unit completed after 9:15 p.m. All time worked

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

5.24 Rest Periods and Meal Periods

Employees shall have two (2) fifteen (15) minute rest periods with pay in each work period in excess of six (6) hours, one (1) rest period to be granted before, and one (1) after the meal period.

The Employer will schedule rest periods for Meat/Deli/Seafood Clerks so that no employee shall be scheduled to work more than three (3) consecutive hours. The Parties recognize that rest periods may be delayed due to unexpected business fluctuations.

Employees whose meal period is scheduled three (3) hours but not more than three and one-half (3 1/2) hours after the start of the shift shall have the option of taking their two (2) rest periods after the meal period. Employees shall have the right to opt in or out of this process on a quarterly basis. This option shall be available for shifts that start at 12:00 noon or later.

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

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

in excess of six (6) hours shall receive the regular meal period and rest periods as provided in this Collective Agreement.

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

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

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

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

5.25 Invoices and Records

No employee shall be permitted to take invoices or any other records away from the premises. Any employee who violates this Article shall be disciplined by using the same penalties set out in Article 5.15 respecting the recording of all time worked.

5.26 Pool Employee Scheduling

1. Reduced Full-Time and Part-Time employees on the payroll at October 24, 1996 who wish to work hours, within their classification, in other stores shall apply in writing to the Human Resources Department of the Employer on the form provided by the Employer (copy to the Union).
2. Employees hired after October 24, 1996 and prior to ratification 1998 shall be hired into the pool.
3. Part-time employees on the payroll at October 24, 1996 who exercise this option shall first be scheduled available hours in their home store and then be scheduled available pool hours by seniority within their geographic zone. Every effort will be made to schedule employees to stores as close as possible to their home address.

The geographic zones consist of the following stores:

Zone #1

904 ABBOTSFORD
907 HIGHGATE
908 CLEARBROOK
912 METROTOWN
913 CHILLIWACK
918 FLEETWOOD
939 NORDEL
952 SARDIS
963 NORTH DELTA
969 IRONWOOD
971 TERRA NOVA

974 RICHMOND
986 WHITE ROCK
994 LANGLEY
996 MADISON
997 SURREY

Zone #2

17 DUNCAN
59 FRENCH CREEK
276 COURTENAY
905 CAMPBELL RIVER
962 PENTICTON

4. The pool schedule will be posted in the stores and faxed to the union by Wednesday noon the week prior to the actual work week. Each employee participating in the pool will be responsible for checking the pool schedule once it is posted.
5. An application to be scheduled pool hours may only be submitted or amended once every three (3) months. Employees may withdraw from the pool with 2 weeks notice but may not reapply to be scheduled pool hours for a period of three (3) months from the withdrawal date.
6. An employee will be scheduled pool hours within two weeks of receipt by the Employer of the employee's completed application form.
7. An employee's home store bargaining unit seniority date will be used for the scheduling of pool hours by seniority. This date will become known as the employee's pool seniority date.

8. Once the pool schedule is posted, additions, deletions, and modifications to the schedule will be coordinated through the Labour Relations Department of the Employer. The Labour Relations Department will handle calls between 8:00 a.m. and 4:00 p.m. from Monday to Fridays. On weekends and statutory holidays the calls will be handled by the Help Desk between 8:00 a.m. and 4:00 p.m.

Changes that need to be made to the schedule outside of the time period between 8:00 a.m. and 4:00 p.m. will be handled within the store utilizing the employees scheduled to work in the store. For example, if an employee calls in sick for a shift commencing at 6:00 a.m. this shift may be filled by calling in employees who are scheduled to work later in the day or week. After 8:00 a.m. the store may then call the Labour Relations Department to fill the shifts left vacant by the initial adjustment.

9. Short notice employee absences shall be filled by the most senior employee(s) not scheduled that day who are not already scheduled for five (5) shifts in the week of the absence.
10. Employees exercising their right to work between stores are not covered by Article 6.14 - Travel Time and Transfers.
11. All Meat and Deli employees hired prior to July 5, 1998 will continue to have the opportunity to maximize their hours of work by electing to work in the Pool. Further, any unclaimed hours will be made available to "Junior Meat Clerks" and "Junior Deli Clerks" who have been assigned to a store.

It is the intent of this article that the use of the "Pool" would diminish over time as Pre-Ratification, 1998 Meat and Deli employees achieve their desired maximized hours in their home store.

- a) The Union and the Employer agree that "New Stores", that open after June 1, 1998 will not participate in the Pool.
- b) The Union and the Employer agree that where the Employer implements the new Deli Program (as discussed in negotiations) in a store, the Deli Department in that store will no longer participate in the Pool.

If the new Deli Program still leaves pre-ratification, 1998 employees with less than maximized hours of work then these employees will still have the right to use the pool.

- c) The Union and the Employer agree to post permanent part time positions in stores that participate in the Pool where a department regularly requires employees from the pool to work the hours. The average hours required to trigger a posting will be an average of 24 hours or more per week over the prior 13 weeks.

Successful applicants will move to the new position with a new bargaining unit seniority date but will retain their pool seniority for pool scheduling or permanent part time posting purposes.

The parties may agree to amendments to the rules and procedures governing the pooling process to deal with problems which may arise that have not been anticipated at the time this agreement was

reached. If the parties are unable to agree on a solution, the matter will be referred to Colin Taylor Q.C. for final and binding resolution.

ARTICLE 6 - WAGES

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

Lump Sum Payments

Employees actively employed on the Employer's payroll on date of ratification in all classifications will receive a lump sum payment effective within 30 days of ratification as follows:

Employees averaging 32 or more hours paid per week during the fifty-two (52) weeks occurring prior to the above lump sum payment dates will receive a lump sum payment of \$1000.00.

Employees averaging 24 or more hours paid per week but less than 32 hours during the fifty-two (52) weeks occurring prior to the above lump sum payment dates will receive a lump sum payment of \$750.00.

Employees averaging 16 or more hours paid per week but less than 24 hours during the fifty-two (52) weeks occurring prior to

the above lump sum payment dates will receive a lump sum payment of \$500.00.

Employees averaging 8 or more hours paid per week but less than 16 hours during the fifty-two (52) weeks occurring prior to the above lump sum payment dates will receive a lump sum payment of \$250.00.

Employees averaging 1 or more hours paid per week but less than 8 hours during the fifty-two (52) weeks occurring prior to the above lump sum payment dates will receive a lump sum payment of \$150.00.

In order for an employee to be eligible for the above lump sum payment, an employee must be actively employed on the lump sum payment dates set out above.

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

HOURS	MONTHS	HOURS	MONTHS
173 1/3	1	2425 2/3	14
346 2/3	2	2600	15
520	3	2773 1/3	16
693 1/3	4	2946 2/3	17
866 2/3	5	3120	18
1040	6	3293 1/3	19
1213 1/3	7	3466 2/3	20
1386 2/3	8	3640	21
1560	9	3813 1/3	22
1733 1/3	10	3986 2/3	23
1906 2/3	11	4160	24
2080	12	4680	27
2253 1/3	13	5200	30
		6240	36

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

MEAT CUTTER -

Accumulated	Apr. 7/02	Apr. 7/02	Mar. 28/04	Mar.28/04	Mar. 27/05	Mar. 27/05	Apr. 2/06	Apr. 2/06	Apr. 1/07	Apr.1/07
Hours Worked	F/T	P/T	F/T	P/T	F/T	P/T	F/T	P/T	F/T	P/T
0 to 1040	\$11.18	\$11.85	\$11.18	\$11.85	\$11.18	\$11.85	\$11.18	\$11.85	\$11.18	\$11.85
1041 to 2080	\$13.32	\$14.13	\$13.32	\$14.13	\$13.32	\$14.13	\$13.32	\$14.13	\$13.32	\$14.13
2081 to 3120	\$14.40	\$15.28	\$14.40	\$15.28	\$14.40	\$15.28	\$14.40	\$15.28	\$14.40	\$15.28
3121 to 4160	\$16.54	\$17.56	\$16.54	\$17.56	\$16.54	\$17.56	\$16.54	\$17.56	\$16.54	\$17.56
*4161 to 5200	\$18.68	\$19.83	\$18.68	\$19.83	\$18.68	\$19.83	\$18.68	\$19.83	\$18.68	\$19.83
5201 to 6240	\$20.82	\$22.11	\$20.82	\$22.11	\$20.82	\$22.11	\$20.82	\$22.11	\$20.82	\$22.11
Over 6240	\$23.01	\$24.36	\$23.36	\$24.71	\$23.71	\$25.06	\$24.06	\$25.41	\$24.41	\$25.76
Head Meat Cutter	\$24.22		\$24.57		\$24.92		\$25.27		\$25.62	

* Minimum applicable to New Hire Journey Persons

The definitions of and payment for the classifications of Deli and Seafood Operators and Assistant Head Meat Cutter, as well as additional compensation for Head Meat Cutters, are outlined in Articles 6.05, 6.06 and 6.07.

MEAT / DELI / SEAFOOD CLERK

Accumulated	Apr. 7/02	Apr. 7/02	Mar. 28/04	Mar.28/04	Mar. 27/05	Mar. 27/05	Apr. 2/06	Apr. 2/06	Apr. 1/07	Apr.1/07
Hours Worked	F/T	P/T	F/T	P/T	F/T	P/T	F/T	P/T	F/T	P/T
0 to 520	\$10.75	\$10.75	\$10.75	\$10.75	\$10.75	\$10.75	\$10.75	\$10.75	\$10.75	\$10.75
521 to 1040	\$11.25	\$11.25	\$11.25	\$11.25	\$11.25	\$11.25	\$11.25	\$11.25	\$11.25	\$11.25
1041 to 1560	\$11.97	\$12.80	\$11.97	\$12.80	\$11.97	\$12.80	\$11.97	\$12.80	\$11.97	\$12.80
1561 to 2080	\$12.76	\$13.65	\$12.76	\$13.65	\$12.76	\$13.65	\$12.76	\$13.65	\$12.76	\$13.65
2081 to 2600	\$13.58	\$14.53	\$13.58	\$14.53	\$13.58	\$14.53	\$13.58	\$14.53	\$13.58	\$14.53
2601 to 3120	\$14.35	\$15.35	\$14.35	\$15.35	\$14.35	\$15.35	\$14.35	\$15.35	\$14.35	\$15.35
3121 to 3640	\$15.57	\$16.64	\$15.57	\$16.64	\$15.57	\$16.64	\$15.57	\$16.64	\$15.57	\$16.64
3641 to 4160	\$16.77	\$17.92	\$16.77	\$17.92	\$16.77	\$17.92	\$16.77	\$17.92	\$16.77	\$17.92
4161 to 4680	\$18.31	\$19.56	\$18.31	\$19.56	\$18.31	\$19.56	\$18.31	\$19.56	\$18.31	\$19.56
Over 4680	\$20.85	\$22.21	\$21.15	\$22.56	\$21.50	\$22.91	\$21.85	\$23.26	\$22.20	\$23.61

The definitions of and payment for the classifications of Deli and Seafood Operators and Assistant Head Meat Cutter, as well as additional compensation for Head Meat Cutters, are outlined in Articles 6.05, 6.06 and 6.07.

JUNIOR MEAT CLERK & JUNIOR DELI CLERK

Accumulated Hours Worked	Apr. 7/02	Mar.28/04	Mar. 27/05	Apr. 2/06	Apr.1/07
0 to 520	\$8.75	\$8.75	\$8.75	\$8.75	\$8.75
521 to 1040	\$9.00	\$9.00	\$9.00	\$9.00	\$9.00
1041 to 1560	\$9.25	\$9.25	\$9.25	\$9.25	\$9.25
1561 to 2080	\$9.50	\$9.50	\$9.50	\$9.50	\$9.50
2081 to 2600	\$9.75	\$9.75	\$9.75	\$9.75	\$9.75
2601 to 3120	\$9.95	\$9.95	\$9.95	\$9.95	\$9.95
3121 to 3640	\$10.15	\$10.15	\$10.15	\$10.15	\$10.15
3641 to 4160	\$10.35	\$10.35	\$10.35	\$10.35	\$10.35
4161 to 4680	\$10.55	\$10.55	\$10.55	\$10.55	\$10.55
Over 4680	\$10.75	\$11.10	\$11.45	\$11.80	\$12.15

Cost of Living

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

If the CPI Increase exceeds three percent (3%) then the Employer shall pay employees at top rate of their classification, one cent (\$0.01) per hour paid and one half cent (\$0.005) per hour paid in Junior Meat Clerk and Junior Deli Clerk classifications for each one-third of one percent (.333%) that the CPI Increase exceeds three percent (3%). Hours paid shall mean the hours paid in the fifty-two (52) weeks prior to March 28, 2004.

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

Calculation Date	CPI Increase Comparison	Hours Paid Calculation
2005	March, 2005 vs. March, 2004	52 weeks prior to March 27, 2005
2006	March, 2006 vs. March, 2005	52 weeks prior to April 2, 2006
2007	March, 2007 vs. March, 2006	52 weeks prior to April 1, 2007
2008	March, 2008 vs. March, 2007	52 weeks prior to March 30, 2008

*B.C. CPI as supplied by Statistics Canada

Example for April, 2005:

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

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

6.02 Retroactive Pay

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

Retroactivity will be paid on all hours paid (including statutory holiday pay, vacation, A.T.O., and sick leave).

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

6.03 Meat/Deli/Seafood Clerk Premiums

Freezer Case Premium

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

Meat Cutter Premium

Meat/Deli/Seafood Clerks shall not, unless as hereinafter provided, be assigned to perform any cutting with a knife or power saw on meat, fish or poultry, or to operate the meat grinder, except where these duties are performed while serving a customer. Such employees otherwise assigned to cut meat, fish or poultry, operate the grinder machine or power saw, shall be paid Journeyman Meat Cutter rates provided, however, Deli Clerks shall be permitted to use knives and operate slicing machines in and for such Delicatessen operations at their regular rate of pay.

6.04 Head Meat Cutter Relief

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

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

All full-time employees relieving the Head Meat Cutter on a Sunday shall receive the Head Meat Cutter rate contained in the Wage Schedule. This clause shall not apply to an Assistant Head Meat Cutter relieving a Head Meat Cutter. In such cases, the provisions of Article 6.06 shall govern.

A part-time Meat Cutter shall be paid the part-time Journeyperson regular hourly rate, and in addition, shall be paid the Head Meat Cutter differential of one dollar and twenty-one (\$1.21) per hour when relieving a Head Meat Cutter in accordance with the foregoing provisions.

6.05 Deli or Seafood Department Operator

The Deli Department Operator will be part of the Meat/Deli/Seafood Clerks classification.

An employee responsible for the operation of the Delicatessen Department shall be paid additional compensation of thirty-two dollars (\$32.00) per week. An employee responsible for the operation of the Seafood Department shall be paid additional compensation of twenty-two dollars (\$22.00) or twenty-three (\$23.00) per week as determined by the formulas in Article 6.06 for working the basic work week.

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

6.06 Assistant Head Meat Cutter

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

In each store in which two (2) regular full-time Meat Cutters are employed, in addition to the Head Meat Cutter, and eighty (80) additional hours per week are worked in the Bargaining Unit, but excluding hours worked in the Delicatessen Department, an

Assistant Head Meat Cutter shall be designated and shall receive an additional twenty-two dollars (\$22.00) per week or one dollar and twenty-one cents (\$1.21) per hour for time during which he relieves the Head Meat Cutter, whichever is the greater.

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

6.07 Additional Head Meat Cutter Compensation

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

Average Weekly Hours	Compensation
121 - 160	\$ 2.00 per week
161 - 200	4.00 per week
201 - 240	6.00 per week
241 - 280	8.00 per week
281 - 360	10.00 per week
361 & OVER	12.00 per week - - maximum payable

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

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

If the Head Meat Cutter in a newly opened store is a new employee, any additional compensation will be based on the average of the initial twelve (12) or thirteen (13) weeks of operation and paid in a total amount following completion of such period.

Thereafter, the regular procedure will apply. The foregoing wage payment plan shall not be applicable where the Head Meat Cutter receives the equivalent in other forms of additional compensation that is not required by this Collective Agreement.

6.08 Seafood Department

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

1. In recognition of the fact that prior to the introduction of Seafood Departments, Meat Cutters performed a certain amount of fish cutting, Meat Cutters working in the Seafood Departments shall not be reduced in rate of pay.
2. In recognition of the fact that Seafood Departments are service-oriented, Meat/Deli/ Seafood Clerks shall be governed by the provisions of Article 6.03, i.e.: Seafood Clerks may use a knife to the same extent that a Deli Clerk may use a knife to prepare product for display. Any cutting of

fish outside the department shall, however, be paid at the Journeyperson rate of pay.

3. Reduction and increase in hours, and lay-off and recall of Meat Cutters and Meat/Deli/Seafood Clerks shall be in accordance with Articles 13.02, 14 and 15. For example, a less senior Meat Cutter shall not work hours that could be worked by a more senior Meat Cutter.
4. In all stores where "seafood work" has been performed by Meat Cutters prior to the installation of Seafood Departments, no Meat Cutter will be reduced in hours nor will any Meat Cutter be laid off strictly as a result of the transferring of such work to the Seafood Department.

Moving Seafood to Meats

If and when the majority of seafood products are physically relocated from the deli department to the meat department, or vice versa, the work will fall under the jurisdiction of the new location. Employees who specialize in seafood will be permitted to transfer their seniority to the new location (i.e. from deli to meats or vice-versa).

6.09 Sausage Work

Employees performing Sausage Work shall be classified as Apprentice or Journeyperson Meat Cutters.

6.10 Service Meats

The Union and the Employer agree that work in "Service Meats" may be assigned to Meat Cutters, Meat/Deli/Seafood Clerks (in the Meat Department) and Junior Meat Production Clerks.

6.11 Previous Comparable Experience

New employees having previous comparable experience may be paid at a lower scale of wages than their claim of experience calls for, but not less than the minimum rate established by this Contract, for an evaluation period not to exceed thirty (30) days from the date of employment. This thirty (30) day evaluation period may be extended by mutual agreement for the purpose of enabling an employee or the Employer to obtain confirmation of claimed previous experience. If the employee's services are retained after the thirty (30) day period, or extended period where granted, they shall receive any difference between the initial rate paid and the rate for which their comparable experience qualifies them, retroactive for all time worked with the exception of the first two (2) calendar weeks of employment and shall receive a written notification showing any credit granted for previous experience. A copy of this written notification shall be forwarded to the Union at the time it is presented to the employee.

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

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

Journeyman Meat Cutters who are hired on or after October 8, 1989 shall receive a start rate of not less than 85% of the Journeyman rate of pay.

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

6.12 Regular Weekly Pay Day

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

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

The Employer acknowledges that it is conducting a review to determine whether the existing store procedures of distributing weekly employee pay advices (pay stubs) needs to be amended to comply with the pending privacy legislation.

The Employer shall provide employees with the following weekly and year-to-date information on employee pay stubs:

- i) Accumulated sick bank days available.

- ii) Available accumulated time off (ATO) in hours.
- iii) Canada Pension Plan (CPP) deductions.
- iv) Unemployment Insurance (UIC) deductions.
- v) Income Tax deducted.
- vi) Employee Group RRSP contributions.
- vii) Voluntary contributions to Overwaitea Foods' Retirement Plan.

6.13 Tools

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

6.14 Travelling Time and Transfers

a) Temporary Transfers

While an employee is transferred or moved to another store during the work shift, the employee shall be paid for all time spent en route from one store to another and will be paid bus fare if using bus transportation, or mileage if using a car. Mileage shall

be paid at the rate of nineteen cents (\$.19) per kilometre or thirty cents (\$.30) per mile.

An employee who is transferred or moved to a store outside the area covered by this Agreement at the Employer's request shall receive mileage at the rate of nineteen cents (\$.19) per kilometre or thirty cents (\$.30) per mile under a time allowance (at straight time rate). For the Lower Mainland and Vancouver Island areas, the mileage and permitted time as an allowance are agreed to be as follows:

Lower Mainland:

Vancouver - Chilliwack

195 km return - 2 hours per day

Vancouver - Abbotsford

130 km return - 1-1/2 hours per day

Vancouver - Mission

145 km return - 1-1/2 hours per day

Vancouver - Haney

80 km return - 1 hour per day

Vancouver - Langley

80 km return - 1 hour per day

Vancouver Island

Victoria - Duncan

115 km return - 1-1/2 hours per day

The above time is an allowance only and the employee will be required to work the work day scheduled.

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

b) Permanent Transfers

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

1. The employee shall not be paid travel time for meal or overnight stops,
2. The employee shall proceed to the destination with all reasonable dispatch,
3. The method of transportation shall be selected by the Employer.

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

The employee will be reimbursed for reasonable and normal expenses for meals and lodgings en route to the new destination.

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

6.15 Staff Meetings

Staff meetings, whether in the store or off the premises, shall be considered as time worked and paid for accordingly, except meal

meetings at which attendance is voluntary. Such meal meetings in excess of three (3) during each contract year shall be considered as time worked, and paid for accordingly.

6.16 Physical Examinations

Where the Employer requires an employee to take a physical examination, doctor's fees for such examination shall be paid by the Employer. Except prior to commencement of employment, and the first four (4) weeks of employment, such examination shall be taken during the employee's working hours without loss of pay to the employee.

6.17 Apprentices - Indentured

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

6.18 Meat Cutter Apprenticeship Program

1. The Employer and the Union shall participate in the Provincial Meat Cutter Apprenticeship Program and be represented on the Provincial Advisory Board on Apprenticeships in Retail Meat Cutting.
2. The Employer and the Union shall form a Joint Apprenticeship Committee (J.A.C.) composed of equal representatives from the Company and the Union. The J.A.C. shall be responsible for the design and the implementation of the Meat Cutter Apprenticeship Program.

3. In recognition of the need to verify the suitability of new hires for this trade, there shall be a probationary period as follows:

CATEGORY	EDUCATION/ TRAINING	PROBATIONARY PERIOD
a)	BCIT or equivalent training or a minimum of six (6) months' comparable experience	Two (2) calendar months from the date of commencing work in the bargaining unit
b)	No previous training or less than six (6) months' comparable experience	Four (4) calendar months from the date of commencing work in the bargaining unit

4. Apprentices hired after October 8, 1989 who have already completed the Provincial training course in Retail Meat Cutting shall receive full credit for the duration of the course.
5. The Meat Cutter apprenticeship shall be thirty-six (36) months, or 6240 hours of credited work in duration whichever comes first, or for an extended period of time as agreed between the Employer, the Union and the Apprentice.

6. WAGES

APPRENTICESHIP MEAT CUTTERS

(hired after October 8, 1989)

HOURS	PERCENTAGE OF THE JOURNEYPERSON RATE OF PAY
0 to 1040	50%
1041 to 2080	60%

2081 to 3120	65%
3121 to 4160	75%
4161 to 5200	85%
5201 to 6240	95%
OVER 6240	100%

The pay scales on page 39 override this scale for the term of this Collective Agreement.

7. Meat Cutter Apprentices, who have no prior trade training and have completed the probationary period, shall be enrolled in the Provincial training program for Retail Meat Cutting on a seniority basis and subject to their availability as soon as a course opening is available. While in the Provincial training program, the Apprentice shall receive hours credit for experience and be paid for all hours actually spent in training.

8. The Provincial Training Program for Meat Cutter Apprentices may consist of four (4) weeks training at a school designated by the Provincial Ministry responsible and an additional four (4) weeks training to be taken within the second year of the Apprenticeship. The duration of the training courses may be amended by the Advisory Board. The Meat Cutter Apprentices shall be eligible for the U.I.C. training allowance for the duration of both training periods.

9. Meat Cutter Apprentices must attend the Provincial training course and the Apprentice's attendance and performance must be satisfactory prior to receiving the over 2,080 hours rate of pay.

If the Provincial training course is not available, the employee shall continue to receive all the progression increases.

An employee who becomes an Apprentice pursuant to Article 6.19 shall have the right to return to the Meat/Deli/Seafood classification with the original seniority date if the employee should fail the Provincial training course.

10. The Union shall be notified of the name, address and telephone number of each Apprentice Meat Cutter.
11. Recognizing that Union membership is a condition of employment, the Union will advise the Employer of any persons who do not complete the requirements for membership within a suitable time period as established by the Union.
12. The Company will keep the Union informed of Home Store assignments and hours of work of all Apprentices.
13. Journeyperson Meat Cutters and Meat Cutter Apprentices shall be on a common seniority list as specified in Article 13.
14. All Apprentices will be registered with the Provincial Ministry in charge of Trade Apprenticeships and receive such certification as is provided under that program by the Ministry upon completion of the Apprenticeship.
15. Where possible, Meat Cutter Apprentices with less than six (6) months' experience must work under the supervision and direction of a qualified Journeyperson Meat Cutter.
16. Any complaint, grievance or difference of opinion regarding the design or implementation of this Apprenticeship Agreement shall be referred to the J.A.C. If the matter cannot be resolved, it may be referred under Article 17.

Complaints respecting individual Apprentices will be resolved through the normal grievance procedures.

17. If pre-arranged with the Employer, the Union will have the ability to enter the workplace to constructively assess the apprentice's work and evaluate their progress. If it is determined that the apprentice requires training in specific areas, the Joint Apprenticeship Committee may assign the apprentice up to a further six (6) week period of training with a Journeyperson Meat Cutter.

6.19 Apprenticeship (Meat/Deli/Seafood Clerk Right To)

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

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

Upon demonstrated ability to perform the full scope of the job proportionate to their experience to no greater or lesser degree that would be required from any other apprentice, the employee shall be transferred after the trial period and placed on the

appropriate seniority list. Such an employee shall be given credit toward the apprenticeship in the amount of their experience as a Meat/Deli/Seafood Clerk to a maximum of twelve (12) months on the full-time wage scale. Upon achieving Journeyman Meat Cutter status, the employee shall recover the Meat/Deli/Seafood Clerk seniority date and be placed on the appropriate seniority list. Upon recovering the seniority date, the employee shall not be able to bump an existing full-time employee.

A Meat/Deli/Seafood Clerk who commences a Meat Cutter apprenticeship shall be entitled to hours of work in both the Meat Cutter and the Meat/Deli/Seafood Clerk classifications up to the limit which was worked as a Meat/Deli/Seafood Clerk. A full-time Meat/Deli/Seafood Clerk shall on that basis retain full-time status. If the employee was part-time, the limit shall be based on average hours worked during the thirteen (13) weeks prior to commencement of the apprenticeship. A.T.O. for full-time Meat/Deli/Seafood Clerks who become Apprentice Meat Cutters shall be calculated by using the formula specified in Article 14.04 if the employee maintains full-time by working hours in the Meat Cutters and Meat/Deli/Seafood Clerk classifications.

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

6.20 Cross-Training for Meat / Deli / Seafood Clerks

The following provisions apply to employees classified as Meat/Deli/Seafood Clerks.

In order to ensure that Meat/Deli/Seafood Departments are properly staffed, and to maximize hours and scheduling flexibility

between departments, the Employer shall make cross-training in Deli, Seafood and Meat Wrapping available by seniority to all qualified Clerks where hours are (or become) available. The cross-training program shall be designed and implemented so that all employees are given equal opportunity to be cross-trained. Once trained, the Clerk may be scheduled for available hours in any or all areas in which they are trained.

The Employer shall make available to each Meat/Deli/Seafood Clerk a form upon which they shall designate in which areas they have been trained, in which areas they wish to be trained and areas, if any, in which they do not wish to receive available hours of work. The completed forms must be returned to the Employer. Copies of the completed forms will be forwarded to the Union upon request. Employees who fail to return the form will be deemed to be satisfied with their present training status.

Should an employee later advise the Employer, in writing, on a form provided by the Employer, of a desire to receive cross-training, that training will be undertaken only after all training requested in the 1996 Cross-Training Questionnaire is completed.

In order to avoid a reduction, a full-time employee facing reduction to part-time may request this cross-training and be cross-trained by seniority along with those employees having requested such training.

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

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

As this provision results in a change from the current departmental scheduling regime it is understood that scheduling between departments shall be phased-in according to the following:

Meat Clerks may apply in writing to their store manager for training in the Deli/Seafood department, and will commence to accumulate seniority in that department commencing the date of their application. They will first be scheduled hours in the meat department and will then have the right to claim hours over employees, hired after the date of the application, in the Deli/Seafood department subject to their availability. The same principles as contained in Article 6.19 regarding work between classifications will apply to work between departments. The same will apply for Deli/Seafood Clerks who wish to be cross-trained as Meat Clerks.

ARTICLE 7 RETAIL MEAT INDUSTRY PENSION PLAN AND THE U.F.C.W. UNION PENSION PLAN

7.01 The Employer agrees to pay to the trust account or trust fund established for the Retail Meat Industry Pension Plan [hereinafter called the Plan], the sum of one dollar and forty-nine cents (\$1.49) per straight time hours actually worked, not to exceed eleven dollars and ninety-two cents (\$11.92) per day; and fifty-

nine dollars and sixty cents (\$59.60) per week on behalf of each employee covered by this Agreement.

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

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

The applicable prime interest rate for the first six (6) months of any year will be the rate in effect on January 1st of that year and for the last six (6) months of any year the rate in effect on July 1st.

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

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

- 7.03** The Employer and the Union agree to the original method of selection of Employer and Union Trustees to administer the Plan. The terms of the Plan and its administration shall be entirely the responsibility of these original Trustees or their valid replacements, provided that the Plan is administered consistently with this Collective Agreement, subject to any applicable government law or regulation and with the intention of meeting all the requirements for continued registration under the Income Tax Act of Canada.

Subject to the foregoing, the Parties are bound by the actions taken by the Employer and Union Trustees under the Plan.

7.04 U.F.C.W. Union Pension Plan

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

i) Effective December 21, 1997 participation in the Plan and Trust will be through a separate Division (the Overwaitea Division) as provided for under the Plan and Trust as follows:

a) All contributions payable to the Plan and Trust pursuant to this Collective Agreement subsequent to the date set forth above shall be credited to the Overwaitea Division, except as provided below:

b) Subsequent to the transfer to the Plan and Trust of the assets and liabilities of the Retail Meat Industry Plan and Trust as contemplated by this Agreement the Union and Employer will request the Trustees of the Plan to allocate to the Overwaitea Division the liabilities for accrued benefits in respect of active and disabled employees subject to the Collective Agreement, and retired and terminated vested employees who were subject to the Collective Agreement at their retirement or termination, along with a pro-rata share of the assets of the Local 247 Division of the Trust in which they will have accrued benefits. Such allocation to be carried out as of January 1, 1998 on terms and conditions to be

established by the Trustees on the advice of the Plan actuary.

- c) It is understood that the foregoing allocation and transfer of assets and liabilities to the Overwaitea Division shall only be carried out as of January 1, 1998 after the transfer to the Plan and Trust of the Retail Meat Industry Plan and Trust if the Plan actuary can confirm, based on the actuarial valuation to be carried out as of that date that after the transfer to the Overwaitea Division the financial condition of the remainder of the Local 247 Division is such that it will be able to maintain, based on the actuarial assumptions and methods employed for the valuation, a level of accrued benefits and future service benefit accruals at least equal to those in effect at January 1, 1998 for at least five years. For this purpose, future service benefit accruals currently in effect at January 1, 1998 shall be reduced pro-rata to reflect the rates of the employer's current contribution rate to the standard rate of \$1.49 per hour. If this condition is satisfied then, subject to any legal requirements, the transfer of assets and liabilities to the Overwaitea Division shall be carried out as soon as possible after January 1, 1998 and will be made effective as of that date.

If the condition described above cannot be satisfied, then the transfer of assets and liabilities to the Overwaitea Division shall be delayed and carried out as of the date when the Plan actuary confirms the conditions can be satisfied. If the transfer of assets and liabilities is delayed then it is agreed that the Trustees of the Plan and Trust shall have the power to direct a portion of the future contributions payable under this Collective Agreement to

the Local 247 Division as recommended by the Plan actuary to complete the funding of any unfunded liabilities, if any, under the Local 247 Division. The amount determined by the Plan actuary for this purpose shall be calculated on a basis which results in an equivalent level of contribution towards the unfunded liability by all employers participating in the Local 247 Division.

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

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

- iii) (a) Commencing with the later of December 21, 1997 or the first day of employment of each participating Employee and for the duration of the Collective Agreement between the Union and the Employer, and any renewals or extensions thereof, or until otherwise changed through collective bargaining or mutual agreement by the Union and the Employer, it is agreed that the following contributions shall be made to the Plan and Trust by each participating Employee:

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

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

Contributions by participating Employees shall be made by payroll deduction.

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

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

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

Participating Employee shall mean each employee of the Employer as of December 21, 1997 who is subject to the Collective Agreement and each future employee who becomes subject to the Collective Agreement from the date they are first employed except for:

1. employees who are disabled on December 21, 1997 and are receiving (or entitled to receive) wage loss benefits under a Weekly Indemnity or Long Term Disability Plan to which the Employer makes contributions, as long as they continue to be disabled and entitled to such benefits. Such employees shall continue to accrue pension benefits under the Existing Plan (as set out in Section II below) while receiving such wage loss benefits.

2. employees who are disabled on December 21, 1997 and are receiving (or entitled to receive) wage loss benefits from WCB as long as they continue to be disabled and entitled to such benefits. Such employees shall continue to accrue pension benefits under the Existing Plan (as set out in Section II below) while receiving such wage loss benefits.

3. employees who are absent from work at December 21, 1997 as a result of a statutory maternity or parental leave as long as they continue to qualify for such leave.

4. employees who are participants in the Existing Plan (as set out in Section II below) who terminate, die, retire or are disabled prior to Sunday after Ratification, 1998. Such employees are to participate in the Existing Plan until the date of termination, death or retirement.

The Employer will provide to the Trustees a listing of all employees subject to the Collective Agreement who are subject to each of the foregoing four paragraphs.

- b) Commencing with the later of December 21, 1997 or the first day of employment of each participating Employee and for the duration of the Collective Agreement between the Union and the Employer, and any renewals or extensions thereof, or until otherwise changed through collective bargaining or mutual agreement by the Union and the Employer, it is agreed that the following contributions shall be made to the Plan and Trust by the Employer:

the percentage set forth below of the Earnings of each participating Employee. The percentage applicable shall be as follows:

<u>Date</u>	<u>Percentage</u>
March 30, 2003	6%
December 30, 2007	6.75%
December 28, 2008	7%

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

1. their Earnings;

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

II. Existing Employer Pension Plan (Existing Plan)

- i) It is agreed that as of December 21, 1997 all participating Employees who are then covered by the Existing Plan shall cease any further accrual of pension benefits under the Existing Plan, except as specifically provided for in this Agreement.
- ii) It is agreed that future participating Employees shall not become covered by the Existing Plan.
- iii) Participating Employees as of December 20, 1997 and employees who are not actively at work at December 20, 1997 but are entitled to accrue service and benefits under the Existing Plan as at that date and former Employees who have retired or terminated and were subject to the Collective Agreement between the Employer and Union at their date of

retirement or termination shall be covered under the Existing Plan for accrued benefits in respect of service up to December 20, 1997, on the following terms and conditions:

- a) The Employer shall make no changes to the terms and conditions of the Existing Plan as it applied to persons in (iii) above without; an Agreement between the Employer and the Union.
- b) The Employer shall amend the Existing Plan to ensure that service, wherever that term is used for benefits eligibility, shall include all periods of credited service under this Plan and Trust. It is understood that the Plan and Trust will similarly recognize service for benefit eligibility purposes all periods of credited service under the Existing Plan.
- c) If the Retirement Committee of the Overwaitea Division of the Plan and the Trustees provide:
 - 1) a pension benefit or an increase in pension benefit in respect of service prior to December 21, 1997 for those participating Employees including employees who are specifically excluded from the definition of participating Employee, who first became covered by the Plan and Trust as of that date, and
 - 2) an increase in pension benefit in respect of service prior to December 21, 1997 above the level of benefit in effect for such service under the Existing Plan as of December 20, 1997, for participating Employees, including employees who are specifically excluded from the definition of participating Employee, who are already covered by the Plan and Trust as of December 20, 1997

then the Employer shall be required to provide an increase in accrued benefits for each employee then covered under the Existing Plan provided that such employee is then eligible to retire at an early retirement date under the terms of the Plan and Existing Plan. The amount of the increase in benefit that must be provided by the Employer under the Existing plan shall equal 50% of the increased pension benefit granted in respect of service prior to December 21, 1997 for participating employees who are already covered by the Plan and Trust as of December 20, 1997 and then eligible to retire at an early retirement date under the terms of the Plan and Existing Plan.

It is expected under the foregoing arrangement that the increases in benefit granted by the Trustees in respect of service prior to December 21, 1997 to employees already covered by the Plan and Trust as of December 20, 1997 who are eligible for early retirement under the terms of the Plan and Existing Plan shall be twice as large as those granted to employees who satisfy the same condition as to early retirement but only became covered by the Plan and Trust on December 21, 1997. This will result in equal treatment of both groups of employees.

- d) The Employer will provide to the Trustees, a listing for all employees subject to the Collective Agreement as of December 21, 1997 who are specifically excluded from the definition of participating Employee in this Agreement, including the reason for their exclusion.
- iv) Each employee of the Employer as of December 21, 1997, who is covered by the Existing Plan at December 20, 1997

and who is specifically excluded from the definition of participating Employee in this Agreement, shall continue to accrue benefits under the Existing Plan until such time as the definition of participating Employee is met or until the date of retirement, termination or death, whichever comes first.

- v) If, at a subsequent date, the Employer desires to transfer the liabilities (and appropriate assets) in respect of participating Employees under the Existing Plan to the Trustees of the Plan, the Union will assist the Employer in working out with the Trustees an appropriate basis for doing so.

III. General

- i) It is agreed and understood that the Plan and Trust shall not require the Employer to guarantee the benefits or assure its solvency.
- ii) The Employer agrees to be bound by the terms and conditions of the Trust Agreement, which governs the Plan and Trust, and carry out the duties and obligations of an Employer thereunder.
- iii) The Plan and Trust is and will continue to be registered under the Income Tax Act and the B.C. Pension Benefits Standards Act.
- iv) The Employer will work with the Trustees to coordinate payment of benefits to participating Employees.
- v) It is understood that initially only, the Retirement Committee/Trustees may desire to improve the benefits for service to December 20, 1997 under the Plan and Trust for participating Employees and for employees specifically

excluded from the definition of participating Employee in this Agreement, who are covered by the Plan and Trust as of December 20, 1997, and in doing so this may create an unfunded actuarial liability which must be funded pursuant to the minimum funding requirements of the B.C. Pension Benefits Standards Act. Except for this improvement, it is agreed that in the operation of the Overwaitea Division of the Plan and Trust, no unfunded liabilities will be created by making Plan improvements in respect of accrued benefits as of the date an improvement is to be made.

- vi) The Union and Employer agree that they will take all appropriate actions to effect a transfer of the Retail Meat Industry Pension Plan to the Plan and Trust as a separate Division (the Local 247 Division). It is understood that such transfer shall be made as of January 1, 1998 after the Plan and Trust has been amended to provide the Divisional Concepts and for Participation in the Plan and Trust by Local 247 on the basis discussed between the Union and the Employer and the Plan actuary in the negotiations leading up to the conclusion of the Collective Agreement.

ARTICLE 8 SICK LEAVE BENEFITS & W.C.B.

8.01 Sick Leave Benefits

a) Full-time Employees

Full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment, including

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

A full-time employee who is reduced to part-time by the Employer, will be paid sick leave up to the accumulation for actual time off the job due to illness not covered by Weekly Indemnity.

b) Part-time Employees

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

If an employee fails to meet the above hourly requirement for a period of thirteen (13) consecutive weeks from the time first failing to meet it, the employee shall be disqualified. However, such disqualified employees shall retain their "bank" of accumulated sick leave credits and may use such credits until the credits are exhausted. Sick pay in such cases shall be applied only to absences on the employee's regularly scheduled work days.

c) Payment of Sick Leave

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

Employees who have a sick leave credit balance in excess of twelve (12) days (ninety-six (96) hours), as of December 31st 1983 and on each December 31st thereafter, shall receive a cash payout to a maximum of six (6) unused sick leave days (forty-eight (48) hours), provided no employee's sick leave bank shall fall below twelve (12) days (ninety-six (96) hours), as a result of a cash payout. Eligible employees shall receive a cash payout prior to January 31st of each year.

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

Accumulated sick leave information will be shown on the weekly pay stub.

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

Employees shall provide as much notice as possible when they are unable to report for a scheduled shift. Employees shall make a reasonable effort to notify the Employer of the

absence as well as advising the Employer as to the estimated length of the absence and give notice of when they are able to return to work.

8.02 Workers' Compensation Board

a) W.C.B. Make-Up

Where a full-time employee qualifies for Workers' Compensation, the Employer shall make up the difference between the employee's regular straight time earnings at the regular hourly rate of pay and what the employee receives from Workers' Compensation Board for the first three (3) scheduled working days of absence from the job. This is to be taken out of the sick leave credits of the employee if such credits exist. Otherwise, the Employer shall pay this amount. Thereafter, the Employer shall make up the difference between seventy-five percent (75%) of the employee's straight time earnings based on the regular hourly rate of pay and what the employee receives from the Workers' Compensation Board for a period up to thirteen (13) weeks from the first day of absence due to injury on the job.

Part-time employees shall be entitled to use their sick leave accumulation for make-up to one-hundred percent (100%) for the first three (3) scheduled working days of absence.

b) Day of Injury

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

c) W.C.B. Advance

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

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

d) Injurious Work Requirements

If an employee believes the amount of work being required is excessive or will result in injury, the question shall be referred to Article 16.

8.03 Return to Work after Absence Due to Illness or Injury

After any absence due to illness or injury, the employee must be returned to the job when capable of performing their previous duties or such modified duties that may be available and the employee is capable of performing.

8.04 Rehabilitation Program

Where an employee on Weekly Indemnity, L.T.D., or W.C.B. benefits is disabled from performing the usual job, but may be

able to perform other jobs covered by this Agreement, the Union and the Employer agree to co-operate to facilitate a change in classifications or jobs. (Benefit maintenance - see Article 9.08).

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

8.05 Health, Safety, Education and Training Fund

The Employer shall remit monthly contributions to the above fund on the basis of ten cents (\$.10) per hour multiplied by the number of hours remitted to the Dental Care Plan and the number of actual hours worked by Junior Meat Clerks and Junior Deli Clerks.

8.06 Store Health and Safety Committees

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

8.07 Joint Retail Meat Health & Safety Committee

The Parties shall establish an Employer/Union Retail Meat Safety Committee which will be comprised of an equal number of Union and Management Representatives, with a minimum of two (2) from each. This Committee will deal only with Health and Safety matters which are generic to the Employer's operations as well as

issues referred by the Store Committees. Initially, the Committee shall meet at least quarterly.

8.08 Cutting Room Temperature and Concrete Floors

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

ARTICLE 9 HEALTH AND WELFARE PLAN

9.01 Full-time Employees

Effective on the date of ratification and continuing until September 27, 1998, the Employer shall make available the following or similar benefits as mutually agreed between the Employer and the Union to employees who satisfy the eligibility requirements in this Article of the Agreement.

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

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

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

New employees who are covered by M.S.P. at the date of their employment can elect to maintain their continuity of coverage to be paid as per Article 9.03.

The following benefits for full-time employees who are laid off will be maintained by the Employer for one-half (1/2) of the employee's recall period as specified in Article 13.07:

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

9.02 Part-time Employees

The Employer shall also make available the benefits to the employees who work an average of thirty-two (32) hours per week for a period of three (3) consecutive months. Such employees shall receive the same benefits as set out for full-time employees in Article 9. For the purpose of entitlement and disenitment, the conditions set out below will apply:

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

three (3) months prior to April 25th, would become ineligible for the benefit package on May 1st and coverage would end on May 31st.

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

The Employer shall also make available:

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

to employees, (except students) who work an average of twenty-four (24) hours per week for a period of three (3) consecutive months. Such employees shall receive these benefits as described for full-time employees in Article 9. For the purpose of entitlement and disentanglement, the hour's test set out above will apply, but will be based on twenty-four (24) hours instead of thirty-two (32) hours per week.

9.03 Medical Benefits

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

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

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

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

1. Prepaid Drug Plan with no deductible.
2. Eyeglasses and contact lenses, to a maximum of one-hundred and fifty dollars (\$150.00) per person every two (2) years except that for dependents under age nineteen (19), the maximum shall be one-hundred and fifty dollars (\$150.00) per year.
3. Hearing Aids to a maximum of three-hundred and fifty dollars (\$350.00) per person once every four (4) years.

All employees' dependants shall be covered by the above benefits. Eligible dependants shall be wife or husband and a covered employee's unmarried children under the age of nineteen (19) or under the age of twenty-five (25) while attending an educational institution, provided such person is still dependent on the employee.

9.04 Weekly Indemnity Benefits

The employer shall pay the cost of providing these benefits. Weekly Indemnity Benefits shall be paid commencing on the first (1st) day of hospitalization due to non-occupational accident or

sickness or where no hospitalization is involved, the fourth (4th) day of absence due to sickness or accident with a twenty-six (26) week benefit period.

Weekly Indemnity payments shall be paid at the rate of seventy-five percent (75%) of straight time hourly wages. The weekly benefit for part-time employees shall be the average of earnings during the thirteen (13) weeks immediately preceding the date of accident or illness.

The payment of the Weekly Indemnity Benefits shall be in the amount of seventy-five percent (75%) of an employee's straight time rate of pay.

Weekly Indemnity payments to entitled employees shall be the responsibility of the Employer. If payment of valid claims is not made by the Insurance Company within two (2) weeks from the time that the Employer receives the completed application, the Employer shall then pay to the claiming employee an amount equal to the entitlement. Similarly, when payments are stopped by the carrier, while the employee's entitlement continues, the employee shall be able to claim the amount of the entitlement from the Employer.

Payments made by the Employer for claims later found to be invalid, or payments made by the Employer which are later paid by the carrier, shall be returnable to the Employer.

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

If an employee receives Overwaitea Weekly Indemnity Benefits as the result of an accident and the employee subsequently

receives a wage-loss settlement from I.C.B.C. covering the same period, the amount by which Weekly Indemnity benefits and Sick Leave benefits cause the total replacement income to exceed the employee's regular earnings shall be reimbursed to the Company. Any banked sick days which may have been used shall be returned to the employee's banked sick days' accumulation.

9.05 Group Life Insurance

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

Conversion Privilege

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

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

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

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

9.06 Long-Term Disability Plan

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

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

The Long-term Disability Plan shall be based on sixty percent (60%) of an employee's salary and will commence when Workers' Compensation or Weekly Indemnity is exhausted, if Weekly Indemnity was available and provided any Government payments involved as a result of the employee's absence due to disability will be included in determining the sixty percent (60%) payment.

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

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

that the plan involved is altered because of legislation referred to above.

9.07 Dental Care Plan

The Employer agrees to make such hourly contributions to the British Columbia Retail Meat Industry Dental Care Plan, for each straight time hour actually worked in the Bargaining Unit, except for employees classified as Junior Meat Clerks and Junior Deli Clerks, as determined by the Joint Trustees of the Plan as necessary to maintain the dental benefits contained in the 1971-1973 Collective Agreement and incorporated into the British Columbia Retail Meat Industry Dental Care Plan as revised January 1st 1972.

Effective April 1, 1993, the orthodontic limit shall be increased to three thousand dollars (\$3,000.00) for eligible members and dependents under age 19 who have not exceeded the twenty-five hundred (\$2,500.00) limit and the limit shall be increased to two thousand, two hundred and fifty dollars (\$2,250.00) for members who have not exceeded the one thousand, seven hundred and fifty (\$1,750.00) limit.

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

If the Government of Canada or the Province of British Columbia provide a non-contributory Dental Care Plan with similar benefits, the Employers' obligations to continue contributions to the British Columbia Retail Meat Industry Dental Care Plan shall cease. Should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Retail Meat Industry Dental

Care Plan and the Employers' contribution in respect to the cost of these benefits shall cease, provided the Employer pays the full cost of premiums levied by the Government for such services to a maximum of current contributions to this Plan.

9.08 Maintenance of Benefits

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

The Employer shall maintain the cost of the following Health and Welfare premiums for the duration of the Long Term Disability (LTD) only for those employees on Long Term Disability:

- BC Medical Services Plan (MSP)
- Group Life Insurance
- Extended Health Plan covering eye glasses, drugs and hearing aid benefits

W.C.B. Rehabilitation

For employees on a W.C.B. rehabilitation program covered by Article 8.04, the Employer shall maintain benefits for the term of the rehabilitation at the level existing at the date of injury to a maximum three (3) month period, or for such longer period of rehabilitation, including a Gradual Return to Work (G.R.T.W.) program as may be determined by the W.C.B., in addition to the six (6) months set out above. At the end of this maintenance period, benefits shall be determined by hours worked. This benefit maintenance shall not apply to an employee who is being re-trained for a job outside any of the contract Bargaining Units.

9.09 UFCW Health and Welfare Trust and Plan

- I. Effective September 27, 1998 (the Effective Date), the Union and the Employer agree to deliver certain benefits to employees of the Employer, who are subject to the terms and conditions of this Collective Agreement, through the United Food and Commercial Workers Union Health and Welfare Trust and Plan (hereafter referred to as the Trust and/or Plan as applicable). It is understood that prior to the Effective Date the Plan and Trust will be amended as necessary to permit participation by the Employer with respect to its employees who are represented by the Union.

- II. The Employer will participate in the Plan and Trust through the Overwaitea Division, as provided for in the Trust as follows:
 - a) All contributions payable to the Plan and Trust pursuant to this Collective Agreement subsequent to the date set forth above shall be credited to the Overwaitea Division.

 - b) Under the terms of the Plan and Trust, provision is made for a Benefit Committee with responsibility for each Division of the Plan and Trust.

Each Benefit Committee consists of an equal number of members to be appointed by the Employer and the Local Union(s) participating in the Division.

Accordingly, the Employer and the Union will appoint appropriate persons and their replacements to act as members of the Benefit Committee and as Trustees for the Overwaitea Division.

- III. It is understood that on the basis of participation described above the Trust will segregate the costs of the Employer from other employers or groups of employers so that the contributions made to the Trust for its employees will not be used to pay the costs of

benefits of employees of other employers. This limitation shall not preclude the employers of the Trust from sharing the cost of such items as the expense of operation and the cost of purchasing various forms of risk protection for the Trust provided that the sharing of costs if pro-rated on an equitable basis.

- IV. It is understood that the Benefit Committee will have the power to determine the benefit plan to be provided to the employees, the conditions of eligibility for such benefits and other terms and conditions as they deem necessary to include. It is understood that the Committee shall have the power to amend or modify the terms and conditions of the Plan and the eligibility rules provided that no change or modification is inconsistent with the Collective Agreement unless specifically agreed to by the Employer and the Union.

Subject to the approval of the Trustees, the Benefit Committee will ensure that the benefits provided to those in the new job classifications will reflect the level of contribution provided for in this Agreement for these persons.

- V. The Plan and benefits initially provided for employees, other than those in the new job classifications, shall not be less favourable nor better than the programmes in effect at the Effective Date and will include:

- Life Insurance Benefits
- Accidental Death & Dismemberment Benefits
- Short & Long Term Disability Benefits
- Extended Health Benefits

and will only be changed by mutual agreement of the Employer and the Union.

- VI. The Employer will make contributions to the Trust, or other financial institution as designated by the Trustees to receive them, and will forward these contributions not later than 21 days after the close of the Employer's four (4) or five (5) week accounting period along with a report, including a list of employees for whom they have been made.
- VII. a) The initial rate of contribution for benefits other than Extended Health benefits, in respect of employees covered under the Overwaitea Division other than those in the new job classifications, will be agreed to between the Employer and the Union and any subsequent changes to this rate will be determined by the Trustees as necessary to adequately finance the benefits provided to employees.
- 1) Once the initial rate of contribution has been established for each benefit, the Employer and the Local Unions participating in the Overwaitea Division will agree to a basis to track benefit experience and cost savings against the costs in effect at the date of establishment of the Overwaitea Division (January 1, 1998).
 - 2) From these savings, the Trustees will first set aside reasonable contingency reserves to allow for cost fluctuations, and, secondly, apply any cost savings as follows:
 - i) 50% to reduce future Employer contributions
 - ii) 50% to improve the benefits available to employees
- b) The rate of contribution for Extended Health Benefits, which are provided in respect of employees other than those in the

new job classifications, will be agreed to between the Employer and the Union and may be subsequently changed by the Trustees as necessary to adequately finance these benefits.

VIII. Junior Clerk Benefits

The Parties agree to establish a jointly trusted Health and Welfare Trust Fund to provide benefits for “Junior Meat Clerks” and “Junior Deli Clerks” in addition to those of statutory declaration. Benefit coverage shall begin at a time determined by the Joint Trustees.

Contributions of ten cents (\$.10) per hour in respect of “Junior Meat Clerks” and “Junior Deli Clerks” will commence on the Sunday after Ratification, 1998.

It is the intention of the Employer and the Union to cease the Health Spending Account effective January 3, 2004. The current contributions of ten cents (\$.10) per hour shall be dedicated to provide E.H.B. benefits (or other such benefits determined by the Trustees that will be supported by the contributions on a fully funded basis) to certain Junior Meat Clerks and Junior Deli Clerks whose eligibility shall be determined as follows:

1. a minimum of 4 years continuous service,
2. they are at the top rate of their classification,
3. they must average 24 hours per week for a period of three (3) consecutive months to qualify/disqualify as per Article 9.02,
4. they are non-students and
5. other considerations as determined from year to year by the Trustees.

Effective January 3, 2006, the ten cent (\$0.10) per hour contribution on Junior Meat Clerk and Junior Deli Clerk hours of work shall increase to fourteen cents (\$0.14) per hour worked.

The Employer and the Union agree to cooperate to develop the E.H.B. benefit.

- IX. It is agreed that the Employer and the Union are interested in and committed to identifying ways in which the benefit programmes may be modified in order to provide a more effective level of protection for employees at no increase in Employer cost, and it is understood that the Benefit Committee, subject to the approval of the Trustees, shall be charged with the task of identifying how this might be accomplished. Any recommended changes to the Plan, and the cost implications associated with these changes, are subject to the approval of the Employer and the Union before implementation by the Trustees.
- X. It is agreed with respect to the Short and Long Term Disability benefits that:
- a) the Benefit Committee will adopt a process for resolving disputed claims;
 - b) the Benefit Committee will pursue with the Employer and the Union all possible ways to minimize claim costs including such initiatives as a Joint Return to Work and Rehabilitation Program and others to minimize the impact of a Disability on a claimant and permit their early return to active employment.
- XI. It is agreed that the administration of the Plan and the Trust as it applied to the employees covered by the Collective Agreement may continue to be provided by persons employed by the

Employer and not covered by the Collective Agreement provided that:

- a) the Employer provides these services at no cost to the Trust
- b) either the Employer, the Benefit Committee or the Trustees can determine that it is necessary to terminate this arrangement
- c) a period of reasonable notice shall be provided by the party terminating this arrangement to the other parties
- d) the Employer will fully cooperate in the transfer of all records and administrative services being performed to whatever organization is designated by the Trustees to provide ongoing administrative services.

XII. It is agreed that the Trust will only pay for claims that are incurred on or after the Effective Date. However, in order to ensure the proper future treatment of existing disabled employees, the Employer will provide to the Trustees, a list of all employees subject to the Collective Agreement, who are in receipt of Short or Long Term Disability benefits at the Effective Date, containing at least the following information:

- a) Identification number
- b) Type of benefits being paid
- c) Date of disability
- d) Status of Life Premium Waiver
- e) Such other information as the Trustees determine necessary

- XIII. Payment of disability income benefits in respect of an employee who has a date of disability prior to the Effective Date will remain the responsibility of the Employer. The Employer will also be responsible for obtaining a waiver of Life Insurance premiums for any Long Term Disability claims in respect of dates of disability prior to the Effective Date.
- XIV. The Trustees will ensure that the Short Term Disability Plan meets the ongoing provisions established by the Government of Canada for E.I. Premium Reductions unless agreed otherwise by the Employer and the Union.
- XV. The disability plan will make provision for the payment of benefits to employees who perform modified duties, as part of the Return to Work program.
- XVI. The Employer will continue to make Medical Services Plan (MSP) benefits available to employees (except students and those in the new job classifications) who work an average of twenty four (24) hours per week for a period of three (3) consecutive months based on the entitlement and disentanglement tests set out in Article 9.02 of this Agreement.

XVII. Disability Claims Dispute Resolution Process

It is agreed that this process shall be implemented immediately after it is approved by the Trustees of the UFCW Health and Welfare Trust.

9.10 Provincial Return To Work Committee

The Parties agree to participate in a provincial committee consisting of representatives from UFCW Local 247, UFCW

Local 1518 and the Employer. The committee will meet on a regular basis to:

- a) review and recommend rules and guidelines for temporary modified duty programs.
- b) discussion of a light or modified duties job inventory
- c) establish and develop policies regarding permanent accommodations.
- d) discuss and resolve issues concerning unresolved modified return to work programs (ie. a worker has failed in multiple attempts at returning on a gradual or modified program).
- e) keep abreast of continuing jurisprudence on "Duty to Accommodate"

It is acknowledged that the Employer, the Union and the employees all have a responsibility to accommodate disabled employees who return to work, but must rely on objective, not subjective, medical information concerning the specific needs of each individual.

ARTICLE 10 VACATIONS WITH PAY

10.01 Vacation Entitlement

- (a) Employees shall have the following vacation entitlement:

- Employees with less than three (3) consecutive "years of service" shall receive two (2) weeks' vacation each calendar year.
 - Employees with three (3) or more consecutive "years of service" shall receive three (3) weeks' vacation each calendar year.
 - Employees with eight (8) or more consecutive "years of service" shall receive four (4) weeks' vacation each calendar year.
 - Employees with thirteen (13) or more consecutive "years of service" shall receive five (5) weeks' vacation each calendar year.
 - Employees with eighteen (18) or more consecutive "years of service" shall receive six (6) weeks' vacation each calendar year.
 - Employees with twenty-three (23) or more consecutive "years of service" shall receive seven (7) weeks' vacation each calendar year.
- (b) A "year of service" is defined as a calendar year in which an employee works at least 1450 hours of actual work with the Employer.

All time absent:

on paid vacation including time off for vacation pay which is paid under Article 10.03,

on paid statutory holidays,

on paid accumulated time off,

due to the 1969, 1975 and 1996 disputes,

due to sickness or accident (Weekly Indemnity, Long Term Disability, Workers' Compensation benefits,

on leaves in accordance with the *Employment Standards Act of BC* and
on Leaves of Absence for Union business relating to
conventions and, in the case of work in the Union
office,

are considered as time worked for the purposes of accruing
service under 10.01 and 10.02.

"Years of service" shall also be deemed to include any period, which an employee served in the Armed Forces during time of war or declared national emergency, provided that he or she was an employee of the Employer immediately prior to joining the Armed Services and resumed employment with the Employer immediately following his or her discharge.

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

10.02 Vacation Pay

- (a) Employees who have at least 1700 hours of actual work (as defined herein) in the previous calendar year are entitled to receive paid vacation computed on the basis of forty (40) hours' pay or two percent (2%) of the employee's earnings for the employee's calendar year prior to leaving on vacation, whichever is the highest, for each week of paid vacation to which the employee is entitled.

For employees who achieved at least 1700 hours of actual work in the previous calendar year, time lost due to sickness or accident (Weekly Indemnity, Long Term Disability and Workers' Compensation benefits) not exceeding thirty-nine (39) consecutive weeks calculated from the first day of such continuous illness or accident, shall be considered as time worked for the purposes of accruing vacation pay.

- (b) Employees who have at least 1450 hours of actual work (as defined herein) are entitled to vacation pay based on 2% of their previous calendar year's earnings for each week of vacation entitlement.

Where an employee who has not received vacation pay under Article 10.04 is not scheduled to work on or after the last regular payday prior to starting vacation, the employee can notify the Store Manager, in writing, that the employee wishes to receive vacation pay one (1) week early. The employee shall be accommodated provided such notification is received by Saturday of the week prior to the week in which the vacation pay is desired..

Effective January 3, 1988, the percentage (%) vacation pay shall be computed on the basis of one fifty-second (1/52) for each two percent (2%) of entitlement, excluding the annual Sick Leave payout.

10.03 For employees who are not entitled to paid vacations under Article 10.02(a), earned vacation pay shall be paid to the employee within thirty (30) days after the completion of the calendar year, or as an alternative, employees may wish to delay the payment of their earned vacation pay until their scheduled vacation, provided they notify the payroll department of the Employer, in writing, by December 31st of the previous year.

10.04 Employees must take vacation to which they are entitled and cannot receive pay in lieu of vacation, except as provided for within this Article.

10.05 Vacation Payout on Termination of Employment

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

the applicable percentage of earnings for any period since the employee's last anniversary date and date of termination. Earned vacation pay shall mean vacation earned in accordance with Articles 10.01 and 10.02.

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

10.06 Vacation Scheduling

Vacation time shall be selected by employees within each store strictly in order of seniority except that Head Meat Cutters and Deli Operators shall be slotted in according to continuous company service in B.C. Bargaining Units. All other "Key Personnel" shall be scheduled vacation according to seniority. Meat Cutters shall select vacations as a separate group. Meat/Deli/Seafood Clerks will continue to select vacations by classification or by department in the case(s) of larger stores. Past practice and staffing requirements of the department(s) shall determine the method to be used.

During the period of June 15 to September 15, the following formula shall apply:

Number of employees (per first paragraph above) X
2 weeks divided by 13 weeks = the maximum
number of employees (rounded up) off per week.

In week(s) that contain statutory holiday(s), where the number allowed off per above formula is greater than one (1), the number will be reduced by one (1).

By November 1st of each year, the Employer shall commence circulating a vacation selection list in each store. Each employee may initially select two (2) weeks during the period of June 15 to September 15 or three (3) weeks if so entitled during the period January 1 to June 15 or September 15 to December 31. All employees shall be entitled to receive these two (2) or three (3) weeks consecutively. Vacation weeks may be selected during all weeks of the year, except the week of Christmas unless approved by Management, with a minimum of one (1) employee on vacation per week. The week of Christmas shall be the week in which Christmas Day falls on Thursday to Saturday and it shall be the prior calendar week if Christmas Day falls on Sunday to Wednesday. Employees who wish to select vacations in January must submit their requests no later than December 1st.

When all employees in the classification have selected their initial two (2) or three (3) weeks, the list shall be re-circulated and the employees shall again by seniority, select their next week(s) of vacation from the list of remaining available weeks except the months of July and August and the week of Christmas unless Management approves the selection of vacation during these periods. This procedure shall be continued until all employees have selected their full vacation entitlement.

Employees who are entitled to four (4) or more weeks vacation shall be allowed to re-select previous selection (subject to the above) in order to get a minimum of two (2) of their additional

weeks consecutively. They cannot "bump" weeks already selected by other employees.

The vacation selection procedure shall be completed and the final list shall be posted no later than December 31.

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

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

10.09 Selected vacation weeks may only be changed by mutual agreement between the Employer and the employee affected. If an employee, other than a Head Meat Cutter, is transferred into a store while the selection is in progress, the employee shall be slotted into the selection process by Bargaining Unit seniority. A Head Meat Cutter shall be slotted in according to Company seniority.

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

10.10 When a statutory holiday occurs during an employee's vacation, an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received if working. Where an employee takes three (3) or more consecutive weeks' vacation with pay, and a statutory holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay, if, in the opinion of the Employer, an extra day's vacation with pay will interfere with vacation schedule or hamper operations.

10.11 Vacation Maintenance

- (a) Time spent on vacation shall be counted as time worked for purposes of qualifying for benefits under Articles 9.
Paid vacations for full-time employees and statutory holidays for all employees shall be considered as time worked for all purposes of the Collective Agreement.
- (b) Vacation entitlement is to be maintained for full-time or part-time employees whose hours are reduced, either by themselves or the Employer.
- (c) If an employee is transferred from one Bargaining Unit to another, the employee's vacation entitlement as defined in this Article, shall be transferable.
- (d) For purposes of vacation entitlement and pay, where the services of an employee are retained by a purchaser of the business, the employee's service shall be deemed to be uninterrupted by the sale or purchase of the business and shall be binding upon the purchaser.

ARTICLE 11 – LEAVES OF ABSENCE

11.01 The leaves of absence specified in Article 11 may be pyramided and combined with vacations to a maximum of three (3) years duration.

For leave of absence of less than four (4) weeks, the employee must pay the costs of their benefits existing at the time of the leave for the term of the leave.

For leaves of absence of four (4) weeks or more, employees may prepay their M.S.P., E.H.B., H.E.P., Life Insurance and Dental premiums. During this period of leave, an employee will not accrue any vacation entitlement. The employee's anniversary date shall not be adjusted to reflect the period of leave, and to reflect there is no loss of continuous service for vacation purposes.

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

11.02 Short Term Leave of Absence

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

11.03 Extended Leave of Absence

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

11.04 Take-A-Break Leave of Absence

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

1. Application for such leaves must be in writing and are subject to the approval of the Store Manager and Human Resources Department. Every effort should be made to provide as much notice as possible.
2. Requests for Take-A-Break (T.A.B.) Leave of Absence, vacation selections outside of the regular vacation period (Article 10.06) and days off in lieu of statutory holidays occurring during vacations, (Article 10.10) will be granted to all employees provided there is another available employee in the store, or relief staff who is capable of doing the work required.
3. The Employer shall maintain Health and Welfare coverage for full-time employees during T.A.B. up to a maximum of eight (8) weeks per calendar year but not in excess of two (2) calendar weeks per calendar quarter.

4. Scheduled vacation time shall take precedence over the granting of Take-A-Break leave of absence.

11.05 Educational Leave

Employees with four (4) years of continuous service with the Employer shall be entitled to an Educational Leave of Absence for up to one (1) year.

The following terms and conditions shall apply to such leaves:

1. Employee(s) shall be granted Educational Leave subject to the availability of replacement staff.
2. Written application for the leave shall be coordinated through the Human Resources Department at least one (1) month prior to the commencement of the leave. Notification of the person going on leave shall be provided to the store, Union and employee involved.
3. If at the same time, more than one (1) employee per store requests the same period of time off, seniority shall be the determining factor in scheduling the leave.
4. In subsequent years, such written requests shall be granted again subject to the points above.
5. The employee must be attending an accredited educational institution. The Parties reserve the right to discuss and resolve the application of this in any particular case.

6. While on Leave, the employee shall not take employment with any competitor in the food business. (Violation of this provision may result in termination.)
7. It is understood a person on leave could be offered minimal part-time work with the Employer without seniority or rights to such work, for the duration of the leave.
8. The period of time off will not count towards time worked for vacation entitlement.
9. One (1) month's notice of return to work must be given to the Employer unless a return date has been established prior to leaving.

This provision shall be complied with in spirit and intent. Any abuse, violations or conflicts arising from it will be discussed between the Parties before any action is taken.

11.06 Pregnancy Leave

- 1) A pregnant employee who requests leave shall be given an unpaid leave of absence without loss of any privileges for a maximum of seventeen (17) weeks, up to eleven (11) weeks prior to the expected delivery date and at least six (6) weeks after the actual delivery date. The employee may choose to delay the commencement of her maternity leave, provided she is medically fit to perform the full range of duties of her position. This will not affect the employee's entitlement to pregnancy leave. In addition to the pregnancy leave set out above, the attending physician certifying that the

health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.

- 2) An employee who requests leave under this article after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- 3) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
- 4) All such requests must be submitted in writing at least two (2) weeks prior to their return to work date. The request must specify the length of the extension and the revised date the employee will be available to return to work. The length of the extension can be modified by mutual consent.
- 5) An employee requesting a shorter period than six (6) weeks after the actual birth to return to work must provide written notice to the Employer of not less than one (1) week before the date the employee proposes to return to work, and if required by the Employer, be accompanied by a physician's medical certificate stating the employee is able to return to work.
- 6) Benefit entitlement for the above leaves shall be as required by the *Employment Standards Act*.

11.07 Paternity Leave

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

11.08 Parental Leave

- (1) An employee who requests parental leave under this Section is entitled to:
 - (a) for a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Article 11.06 - up to thirty five (35) weeks of unpaid leave beginning immediately after the end of the leave taken under Article 11.06.
 - (b) for a birth mother who does not take a leave under Article 11.06 in relation to the birth of a child - up to thirty seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks after that event.
 - (c) for a birth father - up to thirty seven (37) weeks of unpaid leave beginning after the child's birth and within fifty two (52) weeks of that event.
 - (d) for an adopting parent - up to thirty seven (37) weeks beginning within fifty-two (52) weeks after the child is placed with the parent.
- (2) If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional weeks

of unpaid leave, beginning immediately after the end of the leave taken under subsection (1) above.

- (3) The employee is required to give the Employer four (4) weeks' advance notice in writing of their intention to take a leave under subsection 1. The Employer may request this notice be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) Benefit entitlement for these above leaves shall be as required in the *Employment Standards Act*.

11.09 Funeral and Bereavement Leave

In the event of death of a brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild, or any relative living in the household of the employee, the Employer will grant up to three (3) paid days compassionate leave of absence. This leave will be granted to attend the funeral and such time off must be taken at the time of bereavement.

In the event of death of a spouse, father, mother, or child, the employee shall be entitled to one (1) week's leave of absence with pay at the time of bereavement. Should an employee's entitlement to the one (1) week's leave of absence with pay occur while the employee is on vacation, the employee's week of vacation will be rescheduled at some later date as mutually agreed between the employee and the Employer.

For a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks.

Any employee's day off will not be used to circumvent funeral leave provisions. This leave may be extended, with the agreement of the Employer, by using vacation time, A.T.O., R.T.O., or T.A.B.

11.10 Jury and Witness Duty Pay

An employee summoned to Jury Duty or Witness Duty where subpoenaed to appear in a court of law, shall be paid wages amounting to the difference between the amount paid for jury or witness service and the amount the employee would have earned by working such day(s). Employees will provide a statement from the appropriate authorities showing such pay received.

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

11.11 Self-Funded Leave Plan

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

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

ARTICLE 12 MISCELLANEOUS

12.01 Wearing Apparel

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

Where an employee is required by the Employer to wear a uniform or special article of wearing apparel, such uniform or special article of wearing apparel shall be furnished, cleaned, laundered, repaired or given similar services connected with the upkeep thereof, free of cost to the said employee, by the Employer, and no deduction from the wages of the employee or other charge upon the employee shall be made by the Employer for such uniform or special article of wearing apparel, or for the cleaning, laundering, repairing or upkeep thereof.

Hats/Hair Restraint Policy

The Employer will not make the wearing of hats or hair nets compulsory unless any law or regulation requires that hats and hair nets be worn in retail stores.

12.02 Time Off to Vote

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

12.03 Union Market Cards

The Employer shall display either the official Union Market Card or Decal of same of the United Food and Commercial Workers

Union [or any successor organization as a result of merger(s)] in a location where it can be seen by the customers.

12.04 Time Off for Union Business

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

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

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

12.05 Discipline Interview - Witness

Where an employee attends an interview with Management for the purpose of receiving a formal discipline report, or for a security interview, the employee shall have the right to choose a witness. If during any other private corrective interview with Management where, during the interview, it is determined that

there will be a discipline report on the employee's record or the employee feels there is a violation of Articles 16.05 (1) or 16.06, the interview may be temporarily suspended so that the employee may call in a witness chosen by the employee. Any witness used by the employee in the above situation will be another employee working in the store at the time the interview is being held. It is understood the witness in a security or harassment interview is an observer and not a participant.

An employee receiving a formal discipline report will be required to sign management's copy. Such signature will indicate receipt of the formal reprimand only. A copy of all such formal notices of discipline (i.e. written warnings, suspensions and discharges) shall be given to the Union through the Shop Steward.

12.06 Employee Files

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

12.07 Store Visits of Union Representatives

Duly authorized Union Representatives shall be entitled to visit the store for the purpose of observing working conditions, interviewing members and unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented. When entering a store, the Union Representative shall advise the Store Manager, or if absent, the person in charge.

The interview of an employee by a Union Representative shall be permitted after notifying the Store Manager, or whoever is in charge, and shall be:

1. Carried on in a place in store designated by Management.
2. Held whenever possible during the lunch period; however, if this is not practical,
3. During regular working hours. Time taken for such an interview in excess of five (5) minutes shall not be on Company time, unless with the approval of Management.
4. Held at such times as will not interfere with service to the public.

Union Representatives shall be permitted to check employee time records, including work schedules and any discrepancies shall be presented under Article 16. The Union Representative may attempt to resolve problems through the Store Management prior to implementation of Article 16.

12.08 Picket Lines

In the event of a legal picket line of another trade union being in existence at any of the Employer's stores within the Bargaining Unit, the Employer will in no way require or force members to report to work behind such a picket line, nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at the place of work.

12.09 Drug and Alcohol Assistance Program

The Company and the Union recognize that drug and alcohol abuse can have serious negative impact on both the Employer and the employee. The Parties mutually agree to co-operate in

resolving problems with drug and alcohol abuse with a view towards rehabilitating employees suffering from such abuse.

12.10 Bulletin Board

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

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

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

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

12.11 Shop Stewards

The Employer and the Union agree to recognize a Chief Shop Steward in each Bargaining Unit or geographic zone as determined by the Union.

The Employer and the Union agree to hold joint Union/Management meetings in each store at least once per quarter.

The purpose of these meetings is to promote a harmonious relationship between management, the Union and the employees at store level.

1. One (1) Chief Shop Steward and one (1) Shop Steward per department may be elected or appointed by the Union from time to time and the Union will inform the Employer of such elections or appointments.
2. Complaints and grievances of a minor or emergency nature may be submitted verbally by the Shop Steward to the designated representative of the Employer prior to processing in the manner outlined in Articles 16 and 17.
3. The Shop Steward may raise grievances and complaints with the designated representative of the Employer on Company time during regular working hours.
4. A Shop Steward investigating a complaint or grievance on Company time will first notify the Manager.
5. The Shop Steward and the designated representative of the Employer will make every effort to resolve complaints and grievances as quickly as possible.
6. As far as possible, the handling of complaints and grievances will be confined to such times as will not interfere with the operation of the department or service to customers.
7. Shop Stewards may introduce new members to the Union on their own time, to present membership cards for signature. It is understood that the Shop Steward shall hold this meeting on the new employee's own time.
8. Transfers shall not be used to discriminate against Shop-Stewards.

9. Management will not refuse any reasonable request from a shop steward or replacement to use a store fax machine.
10. A shop steward or replacement, currently on shift, will be invited to attend a new employee orientation session for the portion dealing with the role of the shop steward.

12.12 Deemed Time Worked

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

12.13 Technological Change

Any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two Parties to this Collective Agreement.

1. Where the Employer introduces, or intends to introduce, a technological change that:
 - a) affects the terms and conditions or security of the employment of a significant number of employees to whom this Collective Agreement applies; and
 - b) alters significantly the basis upon which the Collective Agreement was negotiated,

either party may, if the dispute cannot be settled in direct negotiations refer the matter directly to an Arbitration Board

pursuant to Article 18 by bypassing all other steps in the grievance procedure.

2. The Arbitration Board shall decide whether or not the Employer has introduced, or intends to introduce a technological change, and upon deciding that the Employer has or intends to introduce a technological change, the Arbitration Board shall inform the Minister of Labour of its findings, and then or later make any one or more of the following orders:
 - a) that the change is made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
 - b) that the Employer will not proceed with a technological change for such period, not exceeding ninety (90) days, as the Arbitration Board considers appropriate;
 - c) that the Employer reinstate any employee displaced by reason of the technological change;
 - d) that the Employer pay to the employee such compensation in respect to his displacement as the Arbitration Board feels reasonable;
 - e) that the matter be referred to the Labour Relations Board (under Section 54 of the Labour Relations Code of British Columbia).
3. The Employer will give the Union at least ninety (90) days' notice in writing of any intended technological change that:

- a) affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies, and
- b) alters significantly the basis upon which the Collective Agreement applies.

12.14 Changes In Work Operation

Where it can be shown that changes made by the Employer in the work presently performed by the employees in the Bargaining Unit results from a change in the method, style, or concept of the Employer's operation and should these changes have an adverse effect on the employees' wage rates or scheduled hours of work, the Employer and the Union shall meet to determine a reasonable solution. The Parties acknowledge that non-prejudicial amendments to the Collective Agreement may be required. If agreement on a reasonable solution cannot be reached, the matter shall be referred to the expedited arbitration process. In arbitrating the affect of the change on the employee(s), with regard to rate of pay or hours of work, the Arbitrator may accept the Employer's position, the Union's position, or fashion an alternative "reasonable solution" which is based upon the positions of the two parties.

12.15 No Discrimination - Racial and Sexual Harassment

The Union and the Employer endorse the principles outlined under the B.C. Human Rights Code wherein it is illegal for either the Union and/or the Employer to discriminate in respect to employment or membership in the Union.

The Union and the Employer agree that this provision shall be deemed to be current at all times with the B.C. Human Rights Code.

As of January 1, 2003 some of the protected employment parameters are as follows:

The Employer and Union must not:

- a) refuse to employ or refuse to continue to employ a person,
- b) discriminate against a person regarding employment or any term or condition of employment,
- c) exclude any person from membership,
- d) expel or suspend any member, or
- e) discriminate against any person or member

because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person, or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the intended or continued employment and/or membership of that person.

The Employer recognizes the rights of employees to work in an environment free from racial and/or sexual harassment. Where an employee alleges that harassment has occurred on the job, the employee shall have the right to grieve under the Collective Agreement. Where an allegation of harassment has been received by the Employer, it will be investigated on a priority basis. The Employer shall ensure that the Joint Policy against Harassment

and Discrimination will be available and accessible to all employees.

12.16 Polygraph Tests

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

12.17 Charitable Donations

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

12.18 Lockers

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

12.19 Temperature Control

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

12.20 Pre-Retirement Phase-Out

The Parties agree to establish a pre-retirement phase-out program whereby, notwithstanding Articles 13 and 14, full-time employees may change positions with part-time employees on the corresponding seniority list and the following provisions shall in such cases supersede the Collective Agreement:

1. The full-time employee's seniority date shall be retained on the part-time list and shall be scheduled the restricted number of hours. If hours up to the stated restriction are not available, the employee shall have the option of returning to full-time status, commencing with the next posted work schedule.

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

2. An employee may only exercise the options in point (1) above once without prior agreement between the Employer and the Union.
3. The full-time reduced employee shall qualify for health and welfare and sick benefits in accordance with the Collective Agreement.
4. In the event that a full-time employee wishes to restrict to part-time, but there is no part-time employee with whom to change positions, the employee shall hold seniority over all employees hired in the same classification after the date of the restriction.

Article 12.20 may be amended by mutual agreement between the Parties during the term of the Collective Agreement.

12.21 Customer Service Program

If the Employer introduces a "Customer Service Program", it will not in any way threaten the job security or the normal working environment of any employee.

The purpose of the Employer's "Customer Service Program" is to objectively assess the store's performance as it pertains to the delivery of service to the customers and will not be used as an evaluation of an individual employee's performance.

ARTICLE 13 SENIORITY

13.01 Except where otherwise specified in this Collective Agreement, seniority shall mean length of continuous service with the Employer within the Bargaining Unit in the area covered by the Collective Agreement.

Continuous service shall include all leaves of absence from work pursuant to the Collective Agreement, eg.: vacations, accident/illness, leaves of absence for Union business, etc.

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

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

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

Full-time employees transferred on a temporary basis shall retain their full seniority rights in the area for six (6) months from the date of transfer. Should such employees subsequently be reduced to part-time within a period of six (6) months from the temporary date of transfer, they will have the right, upon notifying the Employer in writing, to return to the Bargaining Unit area in which they have seniority rights.

13.02 Seniority Lists

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

- 1) Meat Cutters (including Head Meat Cutters, Assistant Head Meat Cutters and Apprentices)
- 2) Meat/Deli/Seafood Clerks
- 3) Junior Meat Clerks
- 4) Junior Deli Clerks

Seniority for Meat/Deli/Seafood Clerks shall be interchangeable for seniority purposes only when they can do the job involved.

The Union shall provide the Employer with a complete list of all Shop Stewards prior to sending out the Bargaining Unit seniority list.

Once the Employer receives this list of names they shall give the Bargaining Unit Seniority lists to each store's Shop Steward/Contact Person every February and August of each year.

The Employer shall provide the Union with a Bargaining Unit Seniority list, containing all Bargaining Units, every four (4) week-ending period.

13.03 Full-time Status

A full-time position shall exist for all purposes of the Collective Agreement when an employee has worked an average of thirty-six (36) hours per week (exclusive of replacement hours for an extended absence(s) of W.C.B., W.I., L.T.D. or Leave of Absence) during a thirteen (13) week period in the Bargaining Unit in the area covered by the Collective Agreement. Such full-time positions shall be filled in accordance with Article 13.08. Paid time off will be considered as hours worked, as well as absence due to sickness or accident, but limited to hours the employee would have been scheduled to work.

If during such thirteen (13) consecutive week period, an employee is temporarily transferred to another Bargaining Unit of the Union, such transfer will not void any accumulated service to

that point, and upon their return, will resume accumulation of their entitlement to seniority.

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

In the event, however, that the replacement goes beyond three (3) consecutive months and if the employee has worked an average of thirty-six (36) hours or more per week, the employee may raise the question of whether a full-time position should exist and the issue will be determined in accordance with Article 5.17.

If it is determined that a full-time position exists, such position will be filled in accordance with Article 13.08. If it is determined that a full-time position does not exist and should the employee continue to work replacement hours for a further twenty-six (26) week period, at an average of thirty-six (36) or more hours per week, a full-time position shall be deemed to exist and filled in accordance with Article 13.08.

Any employee who becomes full-time pursuant to the preceding three (3) paragraphs must be so advised in writing by the Employer with a copy of the letter going to the Union Office. If such an employee is reduced by the Employer to part-time status before the employee has been a full-time employee for the additional twenty-six (26) weeks, then the maintenance of benefits will be subject to the thirty-two (32) or twenty-four (24) hour requirements specified in Article 9. In the event, however, that the employee remains full-time for the additional twenty-six (26) weeks, the employee, if reduced by the Employer, will maintain benefits as described in Article 9 without regard to the hours being worked by the reduced full-time employee.

13.04 Full-Time Guarantee - Meat Department

This is to record the discussions between the Union and the Employer during the 1997 - 1998 negotiations regarding the job security concerns of employees working in the Meat Departments. In particular the discussion focused on the direction the Employer was taking its marketing plans for the Meat Department and the impact that would have on the employees in the Meat Department.

While a new meat program is not yet complete (due to the recent arrival of a new General Manager for the Meat Division) the Employer stated that it was committed to developing its Retail Ready program, including retail ready beef. The Employer also indicated that the early results of the "Service Meat" program were promising (again as witnessed by the Union negotiating committee during a site visit).

The Union and the Employer recognized that, unlike the Deli Department, there continues to be a degree of uncertainty regarding the job security of meat department employees. While the early results of the "Service Meat" program indicate a promise of secure hours of work, the pressure on hours of work due to the expansion of Retail Ready Beef continues to drive job security concerns for Meat Department employees.

In recognition of this the Employer and the Union have agreed to the following job security initiatives for Meat Department employees employed at July 5, 1998 who fall within the description of reduced full time or full time status, at July 5, 1998:

1. The Employer undertakes, in any and every store that sells Retail Ready beef, to restore to full time, within three (3) weeks of ratification, all Meat Cutters and Meat Wrappers who have been reduced to part time involuntarily.
2. Meat Cutters and Meat Wrappers who are full time as of date of ratification, 1998, along with those restored to full time under point #1 above, shall maintain their full time status for so long as the Employer continues to sell Retail Ready beef products in their store.
3. For the purposes of this provision, Retail Ready beef does not include Ground Beef Chubbs.
4. There shall be no Meat Cutters or Meat Wrappers who are subject to this guarantee reduced to part time in a store where Retail Ready beef is sold.
5. The hours worked by Meat Department employees in the Deli shall not be increased while this guarantee is in effect. (The measurement period shall be the 13 weeks prior to May 30, 1998.)

It is the intent that Full-Time Meat Cutters and Meat Wrappers will work maximum hours in their own classification by seniority.

Therefore, the hours worked by Meat Department employees in the Deli may be reassigned to Junior Full-Time Meat Department employees.

6. In the event Retail Ready beef has been eliminated from a store and reductions from full time to part time occur, the

following revised article 14.04 on pages 127 through 131 shall replace Article 14.04 (page 143). Retail Ready beef will not be reintroduced for sale in the store until any and all reduced full time Meat Cutters and Meat Wrappers have been given the opportunity to return to full time status.

Re: Article 14.04 Job Protection

Notwithstanding Article 13.02 (Seniority lists), employees within the Meat Cutter and Meat/Deli/Seafood Clerk classifications shall have the option to exercise their seniority to claim hours in any classification in order to maintain their hours and minimize lay-off(s) and/or reductions in hours under the following conditions:

For Full-time Employees - they may exercise their option immediately to avoid reduction to part-time or at anytime after their reduction to part time. In the event a reduced full time employee later elects to claim hours under Article 14.04, the Employer shall make adjustments to the schedule as quickly as possible but no later than one (1) full week after the employee has provided the Employer with written notification of their desire to exercise rights under Article 14.04.

For Part-time Employees - if an employee has their weekly hours of work reduced by four (4) or more hours per week (exclusive of replacement hours) they may exercise this option. The decrease of hours worked shall be measured over a period of eight (8) consecutive weeks, compared to the same eight (8) week period in the previous year. The Union and the Employer shall meet to discuss the movement of part-time employees

through the options listed below. (e.g. Weeks 8 to 15, 1999 would be compared to weeks 8 to 15, 1998.)

Employees exercising their option under this provision shall claim hours in the following order:

- 1) in their own classification
- 2) in other stores in the Bargaining Unit in their classification
- 3) apply for hours of work in the Pool
- 4) in another classification in their own department
- 5) in their own classification in another department
- 6) in another classification in another department
- 7) in other stores in the Bargaining Unit in other classifications

The above procedure cannot result in a remaining shift of less than four (4) hours duration.

The reference to "other stores" in Point #2 and #7 above excludes "New Stores" covered under Letter of Understanding No. 24.

Key Personnel who are demoted or step-down can use Article 14.04 only if they have sufficient seniority to remain full time in accordance with Article 14.02.

Employees working in a combination of Meat Cutter and Meat/Deli/Seafood Clerk hours shall maintain benefits based

on the total hours worked between the two (2) classifications. ATO shall be calculated on the basis of the Meat/Deli/Seafood Clerk rate plus fifty percent (50%) of the difference between the two (2) rates of pay.

All work performed by an employee who exercises seniority for claimable shifts under Article 14.04 in another classification shall be paid at the rate of pay appropriate to the work being performed.

All work performed by Meat Cutters under Article 13.15 will be paid Meat Cutter rate of pay.

An employee shall not be reclassified by virtue of exercising seniority in another classification except:

A Meat/Deli/Seafood Clerk exercising seniority in the Meat Cutter classification for non-shared duties shall have the option of being reclassified as Meat Cutter Apprentice under Article 6.17.

A Meat Cutter may change classification to Meat/Deli/Seafood Clerk within the Bargaining Unit, and retain his/her Meat Cutter seniority date on the Meat/Deli/Seafood Clerk seniority list. Such employee shall also have the right to Meat Cutter hours after full-time and part-time Meat Cutters on the Meat Cutter seniority list have been scheduled. The employee shall also have first option by seniority to return to an available Meat Cutter position. The employee's new seniority date shall be the date of transfer to the Meat Cutter seniority list.

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

Reduced full-time employees who do not exercise their right to claim hours under Article 14.04 at the time of their reduction can do so at any later time. In the event a reduced full-time employee later elects to claim hours under Article 14.04, the Employer shall make adjustments to the schedule as quickly as possible but no later than one (1) full week after the employee has provided the Employer with written notification of their desire to exercise rights under Article 14.04.

Employees hired prior to October 1st, 1989 who later become full time have the right to exercise this option.

Employees hired after October 1st, 1989 have the right to exercise rights under Article 14.04 should they become reduced from full time status.

An employee hired after October 1st, 1989 who is reduced from full time status and applies for protection under Article 14.04 has the right to claim hours over employees hired after their date of hire.

Article 14.04 applies to any full time employee in any classification. Key Personnel who are demoted or step-down can use Article 14.04 only if they have sufficient seniority to remain full time.

7. In a store that no longer is selling Retail Ready beef, a Meat Cutter or Meat Wrapper facing reduction to part time shall have the following rights:
 - a) Transfer to another store in their "Geographic Zone" to maintain their full time status. Transfers will be offered by seniority.
 - b) Remain in their store as a reduced full time employee.
 - c) If later faced with reduction to part time, the transferred employee may opt to return to their former home store with no loss of seniority.

Geographic Zones

Courtenay, Campbell River, French Creek

Duncan

Clearbrook, Abbotsford, Chilliwack, Sardis

Langley, Surrey, Fleetwood, White Rock, North Delta

Burnaby, Richmond, Ironwood, Terra Nova

Penticton

13.05 Job Security - Deli Department

This is to record the discussions between the Union and the Employer during negotiations regarding the job security concerns of employees working in the Deli Departments. In particular the discussion focused on the direction the Employer was taking its marketing plans for the Deli Department and the beneficial impact that would have for the employees in the Deli Department.

As a result of the competitive terms negotiated between the Employer and UFCW, the Employer has committed to a

revitalization of its deli program. The deli program is targeted for new stores and in some existing stores where extensive renovations will make it possible to introduce the program.

The results of the deli program, as witnessed by the Union negotiating committee during a site visit for deli employees, shall be increased hours of work due to increased service levels and sales.

As a result of the full-time guarantee for Meat Department employees the parties have agreed to limit the impact of Meat Department employees working in the Deli as set out in Point No. 5 of Article 13.04 - Full-Time Guarantee.

13.06 Full-time Positions

Full-time positions which become available as a result of Home Store employees retiring or otherwise leaving the Bargaining Unit or due to increased hours as per Article 13.03, will be filled in accordance with Article 13.08 (Job Posting).

13.07 Meat Cutter Classification Percentage

Article 13.07 shall only apply if the hours of work scheduled in the Deli Department fall below the hours scheduled in the Deli Department at ratification 1998.*

*Based on comparative weeks - i.e. In 1999, hours in week #14 would be compared to hours in week #14, 1998 or in 1999, hours in week #42 would be compared to week #42, 1997.

A minimum of twenty-five percent (25%) of the total paid hours within the Bargaining Unit rounded to the next whole number shall

be assigned to Meat Cutters at the Meat Cutters' rates of pay. The exception to this would be:

- 1) where the Buyout has produced a ratio of less than twenty-five (25%) percent, the actual percentage shall be maintained as a minimum requirement until the fifty/fifty (50/50) overall objective is reached, and
- 2) in new stores.

Where there is a downturn in business and the percentage is lower than twenty-five (25%) percent due to the Buyout, the reduction in hours will affect the Junior Meat Clerks until the twenty-five (25%) percent objective is achieved. After twenty-five (25%) is reached the hours reduction will be shared equally between the Meat Cutter and the Meat Production employees.

No Pre-Ratification, 1998 employee Meat Cutter shall be reduced in hours to achieve the fifty/fifty (50/50) objective.

The above shall not result in less than one (1) Meat Cutter per store.

The percentages of seventy-five (75%) percent full-time Meat Cutter and twenty-five (25%) percent part-time shall remain in place.

The percentages shall be verified by the Employer in writing to the Union, and adjusted after each four (4) week period [i.e. within two (2) weeks after the period end]. Any employee who loses hours as a result of the Employer's failure to initiate the required adjustments shall be compensated for the hours lost.

13.08 Job Posting

Full-time Meat Cutters and Meat/Deli/Seafood Clerks positions (except “Key Personnel” positions) that become available as per Article 5.17, 13.03 and 13.06 shall be posted and filled in accordance with the following procedure:

- 1) The job posting shall contain:
 - a) the classification
 - b) the store number and location
 - c) the closing date of the posting
 - d) the effective date of the position
- 2) Vacant positions as per above, shall be posted on the first (1st) and/or fifteenth (15th) of each month for a trial period of one (1) year. The Parties reserve the right to amend this Article by mutual agreement. The available position shall be posted in all stores within the Bargaining Unit for a period of ten (10) days. A copy of the posting will be forwarded to the Union at the time of posting. The posting shall be returned to the Employee Relations Department at the end of the posting period and shall be signed by the Head Meat Cutter and the Shop Steward (or other member of the Bargaining Unit in their absence) to confirm that the posting was publicly displayed for the required period.
- 3) The applicant must have attained twelve (12) months seniority.

- 4) Absent employees who return within two (2) weeks of the closing date of the posting shall be able to exercise their seniority for the available position if they have formally applied for a transfer to the store on a form supplied by the Employer prior to their absence.
- 5) The Employer shall mail full-time laid-off employees a copy of postings available to them at their address of record. It shall be the responsibility of the employee to submit his/her application within the stated time limits on the posting.
- 6) Postings shall be filled by seniority.
- 7) The successful applicant shall not be eligible to apply for another posting for a period of one (1) year from the effective date of the job posting.
- 8) Applicants may only apply on forms supplied by the Employer. The applications shall be accepted by the Employer up to and including the closing date. The application must be initialed by the Shop Steward or another member of the Bargaining Unit at the time the application is submitted. The successful applicant will be advised of the start date within seven (7) days. The Union will be supplied with a copy of the confirmation sent to the successful applicant.
- 9) New stores and replacement stores in existing Bargaining Units shall be staffed by members of the Bargaining Unit and at least fifty (50%) percent of the additional created full-time positions shall be filled by the job posting procedure. Employees who transfer from other Bargaining Units into such new or replacement stores must commence employment in

the Bargaining Unit prior to new employees being hired so that they maintain seniority over any new hire. They shall also commence employment in the new Bargaining Unit according to their seniority so that their ranking on the new seniority list remains in line of seniority.

- 10) If the position is not filled from within the Bargaining Unit, it shall immediately be posted in all other stores within UFCW Local 247 Bargaining Units on the above basis except that the most senior applicant in the Province shall fill the position.
- 11) A “backfill” posting will be generated if a full-time employee fills the position. The “backfill” position shall be posted and filled by the most senior part-time employee who applies from the Bargaining Unit. If the back-fill position is not filled from within the Bargaining Unit then it will be posted for all employees within that Bargaining Unit's pool.
- 12) Junior Production Clerks are eligible for postings that result from “triggers” set out in Letters of Understanding #9, #10 and #11.
- 13) If a position is not filled in accordance with any of the above steps the hours shall go to Junior Production Clerks within the classification.
- 14) If the successful applicant is on an approved leave, the posting will be filled by the next senior applicant on a temporary basis, until the successful applicant returns to work.

- 15) The successful applicant for a posting or backfill shall not be eligible to restrict their hours for a period of six (6) months from the effective date of the job posting.

13.09 Maximizing Hours

Employees shall be entitled to the maximum number of hours each day that are available in their department up to their restriction.

13.10 Movement of Staff

The Union and the Employer have agreed to work together to restructure the workforce in stores scheduled to receive a remodel involving a large capital and expense outlay during the life of the Collective Agreement. In addition to other agreements reached between the parties dealing with these stores it is agreed that prior to a store being remodelled the Job Posting procedure may be used by mutual agreement between the Employer and the Union to move pre-1998 employees from the remodelled store to another store in the same "Geographic Zone", without loss of seniority.

The Employer and the Union shall follow these principles when working together to facilitate these moves:

- 1) there is at least one full time position in excess of the Junior Clerk objective in the store,
- 2) if a full time employee is moved out of the store, any part time pre-1998 employees shall be made full time without going through the job posting process,

- 3) there will not at any time be any negative impact on a pre-1998 employee in either store, and
- 4) no other employee will be moved out of the store at any time

If there is no volunteer to post for the available positions, employees may be required to transfer to another store in the same Geographic Zone as the employee's existing store until a sufficient number of employees are transferred. Transfers shall be by reverse seniority and will consider the employee's preferences within the available vacancies.

For the purposes of this provision the Geographic Zones are defined as follows:

1. French Creek, Courtenay, Campbell River
2. Langley, Clearbrook, Abbotsford, Chilliwack, Sardis
3. Surrey, Fleetwood, South Point, White Rock, North Delta
4. Burnaby, Madison, Richmond, Ironwood, Terra Nova

The zones include existing stores and future stores that may open within each zone.

13.11 Transfer of Employees

No employee shall be transferred without mutual agreement between the employee and the Employer. If an employee is transferred to a single store Bargaining Unit or hired for the purpose of assuming the Head Meat Cutter or Deli Operator position in that Bargaining Unit, and if such transfer or hiring will result in the lay-off or a reduction in hours of an employee in that Bargaining Unit, the Union and the Employer shall meet and shall earnestly attempt to resolve the matter.

13.12 Head Meat Cutter and Deli Operator Reversion

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

13.13 Rehabilitation

In rehabilitation cases under Article 8.04, employees shall retain the seniority they held in the previous job or classification for seniority purposes in the new job or classification.

13.14 Transfer of Work Between Classifications

It is recognized that Meat/Deli/Seafood Clerks and Meat Cutters have shared certain job functions on a store-by-store basis. Therefore, if work is transferred from one classification to the other, the Parties shall meet to assess the allocation of such shared work on the claimant(s), if any.

13.15 Transfer to Another Department

An employee, classified as a Meat/Deli/Seafood Clerk, who wishes to maximize hours of work may elect to transfer to another department, without loss of seniority, provided it can be shown that the employee will regularly receive more hours of work in the other department. Such transfer will take place as soon as possible but no later than the next posted schedule. Furthermore, employees may return or be returned to their original position by reason of being unsuitable for the job or the employee wishing to return of their own volition within sixty (60) days. In the case where a Deli employee transfers to the meat department and no employees in the meat department are classified as Meat/Deli/Seafood Clerks the Deli employee will be required to successfully complete the “Case Ready Apprentice Program for Retail” training to complete the transfer and become classified as a Meat Cutter.

An employee, classified as a Junior Meat Clerk or Junior Deli Clerk, who is scheduled no hours of work in their department for any particular week may elect to transfer to another department, without loss of seniority, provided it can be shown that the employee will be scheduled some hours of work in the other department. Such transfer will take place as soon as possible but no later than the next posted schedule. Furthermore, employees may return or be returned to their original position by reason of being unsuitable for the job or the employee wishing to return of their own volition within sixty (60) days. Employees must apply in writing two (2) weeks in advance to be eligible for the transfer. Where it can be shown that the Employer is scheduling hours of work to deny an employee a transfer and that employee has indicated a desire to transfer, the employee shall be granted a transfer.

13.16 Exercising Seniority - Maximizing Hours

Full-time Meat/Deli/Seafood Clerks shall be able to exercise seniority within their classification for the purpose of maximizing their hours and maintaining full-time status. This provision shall also apply to full-time Meat/Deli/Seafood Clerks who are unable to maintain full-time status and who are subsequently reduced to part-time.

13.17 Meat Cutters Performing Wrapping Functions

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

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

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

13.18 Staffing New Delicatessens and Training

In initially staffing a new delicatessen, the Employer shall first look to Bargaining Unit members for qualified Meat/Deli/Seafood Clerks before hiring new staff. Existing Meat/Deli/Seafood Clerks will be canvassed, and subject to qualifications, will be

given the position of Deli Operator. While an employee is the designated Deli Operator, a claim against their hours shall not exist.

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

13.19 Meat Department Clean-Up

Where one or more Meat Cutters and one or more Junior Meat Clerks are scheduled to work at the same time, the Junior Meat Clerk(s) will be assigned clean-up duties ahead of Meat Cutter(s).

13.20 Right to Grievance

The provisions of Article 13 are subject to Articles 17 and 18.

Any full-time or part-time employee who is laid off or fails to receive hours of work to which the employee is entitled to according to the provisions of Article 13 shall be compensated for

the hours involved in any such violation at the employee's regular rate of pay.

It is a recognized responsibility of an employee to inform the Employer of an alleged infraction in scheduling with respect to this Article 13 as soon as it is known by the employee.

ARTICLE 14 LAY-OFFS, REDUCTION OF HOURS OF WORK AND RECALL OF FULL-TIME EMPLOYEES

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

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

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

14.04 Job Protection

Notwithstanding Article 13.02 to minimize lay-off(s) and/or reduction(s) in hours, commencing October 8, 1989, full-time employees shall have the option to exercise seniority to claim

hours in any classification over employees hired after October 1, 1989. Such employees shall claim hours in the following order:

1. In their own classification
2. In another classification in their own department
3. In their own classification in another department
4. In another classification in another department

The above procedure cannot result in a remaining shift of less than four (4) hours duration.

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

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

All work performed by an employee who bumps a new hire under this Article in another classification shall be paid at the rate of pay appropriate to the work being performed. An employee shall not be reclassified by virtue of exercising seniority in another classification except:

1. A Meat/Deli/Seafood Clerk exercising seniority in the Meat Cutter classification for non-shared duties shall be reclassified as a Meat Cutter Apprentice under Article 6.18.

2. A Meat Cutter may change classification to Meat/Deli/Seafood Clerk within the Bargaining Unit, and the employee shall retain the Meat Cutter seniority date on the part-time Meat/Deli/Seafood Clerk seniority list. Such an employee shall also have the right to Meat Cutter hours by seniority after reduced full-time and part-time Meat Cutters without returning to the Meat Cutter seniority lists.

The employee shall also have first option by seniority to return to an available Meat Cutter position after all reduced full-time Meat Cutters in the Bargaining Unit have returned to full time, and such employee's new Meat Cutter seniority date shall be the date of recommencing work as a Meat Cutter.

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

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

Reduced full-time employees who do not exercise their right to claim hours under Article 14.04 at the time of their reduction can do so at any later time. In the event a reduced full-time employee later elects to claim hours under Article 14.04, the Employer shall make adjustments to the schedule as quickly as possible but no later than one (1) full week after the employee has provided the Employer with written notification of their desire to exercise rights under Article 14.04.

Employees hired prior to October 1st, 1989 who later become full time have the right to exercise this option.

Employees hired after October 1st, 1989 have the right to exercise rights under Article 14.04 should they become reduced from full time status.

An employee hired after October 1st, 1989 who is reduced from full time status and applies for protection under Article 14.04 has the right to claim hours over employees hired after their date of hire.

Article 14.04 applies to any full time employee in any classification. Key Personnel who are demoted or step-down can use Article 14.04 only if they have sufficient seniority to remain full time.

14.05 Reduction of Hours of Work of Full-time Employees

The area for the purpose of applying seniority shall be the Bargaining Unit as described in Article 2.

The Employer will not reduce the regular scheduled hours of a full-time employee for the purpose of replacing such hours with part-time or student help. Part-time employees or students will not be scheduled for hours that could be worked by the laid off or reduced full-time employee.

If a full-time position is eliminated in a home store location:

- a) The affected employee may exercise his/her seniority over the least senior full-time home store employee in the same classification in the Bargaining Unit.
- b) The employee being bumped may move to the Pool or claim all available eight (8) hour shift(s) in his/her home store and

exercise seniority in the Pool for additional hours in order to protect his/her full-time status.

If an employee feels that he/she is prevented from retaining full-time hours because replacement hours are being scheduled to part-time home store employees, the Parties shall meet and shall earnestly attempt to resolve the matter.

14.06 Recall of Full-time Employees

Full-time employees laid off or having hours reduced shall be offered available work in accordance with the Articles 13 and 14 provided:

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

If an employee, when contacted, for proper and sufficient reason, is not immediately available to commence work, the next employee on the list can be hired temporarily. If the contacted employee cannot report for work until three (3) working days later, seniority shall be exchanged with the next employee on the list who is immediately available for employment, until recalled, at which time the employee shall resume the original seniority status. An employee who does not report in one (1) calendar week from date of recall without proper or sufficient reason shall be dropped from the seniority list.

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

3. The employee is capable of performing the work.

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

14.07 Job Protection Priorities

In the event more than one employee wishes to exercise their right to claim hours of work in another department and/or classification under Article 6.20, 13.13 or 14.04 the employee with the most seniority in the bargaining unit shall have the first right to claim the hours of work.

14.08 Retail Ready and Case Ready Impact Programs

The following programs shall be made available on an ongoing basis to UFCW Local 247 members on the payroll as of the date of Ratification, 1998 in order to provide them a severance package in proportion to hours lost in the Bargaining Unit as a result of a pending or actual introduction of Retail Ready/Case Ready product.

Retail Ready/Case Ready product is defined as any product which is introduced in a form which is substantially ready for sale. This program shall apply to Pre-Ratification, 1998 employees when it is projected that hours of work will be lost due to a planned introduction of this product or if hours of work have been lost as a result of the gradual and cumulative introduction of pork, veal, poultry, lamb, offals and ground meat products which as of the date of Ratification, 1998 (and beef as of October 25, 1996) is produced or handled in-store by Bargaining Unit employees. An employee who has not been cross-trained shall immediately upon request be given cross-training if it is required to maintain the employee's hours of work.

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

The program is as follows:

1) Projected Impact

In projecting the expected impact of a planned introduction, the Joint Labour Management Committee shall rely on the studies which are accepted within the Industry.

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

2) Cumulative Impact

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

3) Baseline

The average hours worked by each part-time employee during the period November 2, 1996 to November 1, 1997 shall be used as the employee's baseline for the minimum impact.

4) Formula

The formula for determining the number of severance packages which will be made available by Department is the projected loss of hours or actual hours lost divided by thirty-six (36) hours. A fractional amount shall be applied to future losses of hours.

5) Offering of Severance Packages

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

6) Voluntary Severance Packages

These packages shall be offered first before proceeding to point #7:

i) **Full-Time Employees**

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

- a) A lump sum payment to a maximum of thirty-eight thousand (\$38,000.00) dollars as per the attached Schedule I,

PLUS

A lump sum payment to a maximum of ten thousand (\$10,000.00) dollars as per attached Schedule IV if applicable,

OR

- b) Should a full-time employee age fifty-five (55) to age fifty-nine (59) and eligible for retirement under the UFCW Union Pension Plan choose to retire, the Employer will provide to the retiring employee:

- 1) a retiring allowance equal to the present value of an early retirement reduction under the UFCW Union Pension Plan suffered as a result of retiring prior to age sixty (60). (Schedule II)

PLUS

- 2) A lump sum payment to the present value of the monthly pension benefit in effect at the date of termination

[fifty(\$50.00) dollars per month in 1998] in supplemental payments commencing the first of the month following retirement until age sixty-five (65). This calculation is on a basis consistent with the Pension Plan as determined by the actuaries of the Pension Plan. (Schedule III)

ii) Part-Time Employees

For part-time Meat Cutters and Meat/Deli/Seafood Clerks who wish to voluntarily terminate their employment shall receive a lump sum payment based on their average weekly hours as per the attached Schedule I. The average weekly hours shall be their average weekly hours paid for the fifty-two (52) weeks ending prior to impact date or the fifty- three (53) week year ending January 3, 1998, whichever is greater.

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

Example: If two full-time equivalent severance packages are available at a total of seventy-two (72) hours as determined in point #1 and #2 above and if three (3) senior employees who elect the

severance pay have averaged twenty-four (24) hours per week, then each employee shall receive one package based on twenty-four (24) hours.

7) **Severance Pay for Affected Employees**

Should the number of employees taking advantage of the voluntary severance packages in point #6 above not be sufficient to adjust the labour force to meet the affects of Retail Ready/Case Ready product and a layoff or reduction of hours occurs, the following shall apply for the affected employees:

i) **Full-Time Employees**

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

Should a full-time employee be reduced to part-time as a result of the introduction of Retail Ready/Case Ready product and subsequently resign his/her position or not accept the severance package at the time of lay-off, the above package shall be paid immediately upon the employee tendering his/her resignation within the twelve (12) month recall period.

ii) **Part-Time Employees**

Part-time Meat Cutters or Meat/Deli/Seafood Clerks who are laid off as a result of the introduction of Retail Ready/Case Ready product shall receive one (1) week's pay based on their average weekly hours paid for the fifty-three (53) week year ending January 3, 1998 for each full year of service in the UFCW Local 247 Bargaining Unit.

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

ARTICLE 15 LAY-OFF, RECALL, REDUCTION AND INCREASE OF HOURS OF PART-TIME EMPLOYEES

15.01 In lay-offs and recall of part-time employees, seniority shall govern, provided the employee is available and can perform the work. In reduction and increase of hours, preference in available hours of work in a Bargaining Unit shall be given to senior employees in the same classification within the Bargaining Unit, provided they are available and can perform the work in accordance with Article 15.03.

A Lead Hand designated after ratification 2003, shall be scheduled hours of work by seniority provided the employee is capable of performing the work and is willing to take on the responsibility of a Lead Hand. Otherwise, a designated Lead Hand may be scheduled hours out of seniority when the store is open for business, at times when the Delicatessen Operator or

one of the Assistant Delicatessen Operators are not working in the Deli Department. The Employer shall only designate one (1) employee to work as a Lead Hand in these circumstances. Further, a Lead Hand scheduled out of seniority shall not be scheduled hours which overlap with hours scheduled for the Delicatessen Operator or Assistant Delicatessen Operator.

In stores where there are two (2) Assistant Deli Operators, the Deli Lead Hand will relieve only when the Deli Operator or one of the two (2) Assistant Deli Operators is off on paid time off.

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

Employees may exercise their seniority in all stores within the Bargaining Unit.

- 15.03** Part-time employees shall be given preference in available hours on a seniority basis within their Bargaining Unit, subject to the following:

1. Restriction of Hours

Within thirty (30) days of commencing employment, every part-time employee will inform the Employer of the number of hours per week they are available for work, including full-time work by completing Appendix A which is supplied by the Employer. A copy of this form shall be forwarded to the Union Office.

This designation of availability can thereafter be changed by completing a new form stating the number of hours of work desired. The number of hours desired can be up to and

including forty (40) hours per week but cannot be less than sixteen (16) hours per week unless mutually agreed between the Employer and the employee. Employees desiring less than forty (40) hours per week will be considered to have restricted their availability. When the stated limit is reached, the employee will be considered to have restricted availability and shall forfeit their right to hours in excess of that limit.

Employees who revert to part-time under Article 14.05 or employees who want to work fewer hours than they are presently working or as set out in their current letter must, when filling out the required form, indicate the number of hours per week desired.

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

An employee shall not be entitled to restrict their availability more than once in a twelve (12) month period unless mutually agreed otherwise.

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

2. Lifting of Restriction

A restriction of hours may be lifted at any time, and when lifted, the employee must be willing to work all hours available to them in accordance with their seniority.

Employees wishing to lift their restriction shall notify the Employer, in writing, of their intent. They will assume their seniority position among part-time employees in the Bargaining Unit, and receive hours in accordance with their seniority on the next posted schedule. When reductions in hours occur according to Articles 15.01 and 15.02, the restriction letters will in no way affect the provisions of Article 15.

3. Student Restrictions

Students regularly attending classes at an authorized educational institution shall be considered to have restricted their availability under Article 15.03(1) and (2). Employees who take one (1) or two (2) classes per week shall not be considered as students for restriction purposes subject to their reporting to work for scheduled shifts.

4. Student Seniority

To implement the changes to the Student seniority provisions negotiated during bargaining to renew the 2003 Collective Agreement, the following is agreed:

- A. The amendments to seniority shall be implemented within three (3) months of ratification (or sooner if mutually agreed between the Parties).
- B. If after the amendments are implemented an issue arises, the Parties will have two (2) weeks from the date the matter is brought to the attention of the

Employer to correct any errors in scheduling before a claim for lost wages can be filed.

C. The Parties shall have the authority to make any appropriate adjustments to an employee's seniority.

D. For employees hired prior to July 5, 1998:

- Existing students and any former students who are still part time will be given 50% seniority credit.
- In future, employees will maintain their bargaining unit seniority date as they move between student and non-student status.
- Employees hired prior to July 5, 1998 shall always have seniority greater than employees hired on or after July 5, 1998.

E. For employees hired on or after July 5, 1998:

- Existing students and any former student shall maintain their original bargaining unit seniority date.
- Any former students that had a seniority adjustment made to their bargaining unit seniority date and/or have two seniority slots on their schedule shall have their seniority date adjusted (and revert to one slot on the schedule) to reflect their original bargaining unit seniority date.
- In future, employees will maintain their bargaining unit seniority date as they move between student and non-student status.

15.04 Recall of Part-Time Employees

Part-time employees laid off or having hours reduced shall be offered available work in accordance with Article 15 provided:

1. Part-time employees with more than one (1) year's continuous service shall have twelve (12) months' recall rights.
2. Part-time employees with one (1) year or less continuous service shall have six (6) months' recall rights.
3. The employee reports for duty within twenty-four (24) hours from the time contacted with the following exceptions:

If an employee, when contacted, for proper and sufficient reason is not immediately available to commence work, the next employee on the list can be hired temporarily. A contacted employee who cannot report for work until three (3) working days later shall exchange seniority with the next employee on the list who is immediately available for employment, until recalled, at which time the original seniority status shall be resumed. An employee who does not report in one (1) calendar week from date of recall without proper or sufficient reason, shall be dropped from the seniority list.

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

4. The employee is capable of performing the work.

The twelve (12) month, six (6) month, and twenty-four (24) hour deadline contained in (1), (2) and (3) above respectively, shall be extended if upon recall an employee is unable to report due to illness or accident. Any extension granted shall only be for the duration of the illness or incapacity from accident up to a maximum of one (1) year and the Employer may require the employee to provide written confirmation from a doctor of such illness or accident.

15.05 Article 15 can be amended during the life of the Collective Agreement by mutual agreement of the Parties.

ARTICLE 16 TERMINATIONS, NOTICE REQUIRED, OR PAY REQUIRED IN LIEU OF NOTICE IN CASES OF TERMINATION

16.01 Severance Pay on Closing of Stores

If there is a permanent closure or sale or transfer of ownership of a store or part thereof causing an employee with full-time years of service to lose his/her employment, the Employer agrees to pay such an employee severance pay at his/her regular rate of pay according to the following schedule:

Full-time Service	Severance Pay
Up to two (2) years	forty (40) hours pay
Over two (2) years	forty (40) hours pay for every year of full-time service to a maximum of forty (40) hours pay times twenty (20) weeks

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

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

Should an employee who has a combination of full and part-time years of service lose employment due to the circumstances set out in Article 16.01, then such employee shall be entitled to severance pay under this Article according to the employee's total years of full-time service only.

Employees who are eligible for severance pay under this Article at the date of the store closure shall be given the option of receiving their severance pay entitlement or transfer to another Bargaining Unit and retain the right to terminate their employment at any time during a period of twelve (12) months from the date of transfer if

their hours become negatively affected. The accrued severance pay shall be paid to the employee upon termination.

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

Employees who qualify for severance pay as listed above shall not be entitled to the benefits contained in Article 16.03 pertaining to normal termination.

16.02 Re-hiring in Other Stores

If the Employer closes a retail store resulting in employee(s) losing their employment, the Employer shall give the employee(s) first consideration, based on continuous service with the Employer in B.C. stores, before hiring any new employees in other stores within the Province of B.C. Upon re-hire, within the same classification, an employee shall receive full credit for previous experience for the purpose of establishing their rate of pay.

Such employees will advise the Employer of areas and stores in the Province where they would accept employment. Re-hire rights will be terminated when two (2) years have elapsed or when the former Employer declined an employment offer.

Such employees will keep Head Office advised as to their current address and phone number, and will be provided with a minimum of forty-eight (48) hours to consider a job offer and seven (7) days to report to work.

To enhance the job security of employees covered by this Agreement, effective Sunday after Ratification, 1998 the Employer and the Union agree to combine Bargaining Units in the Province into the following Zones to allow employees affected by a permanent closure of their store (i.e. no replacement store is opened) to exercise their seniority into other stores in the Zone:

Outside Fraser Valley Zone:	17, 59, 276, 905, 962
Fraser Valley Zone:	903, 904, 907, 908, 912, 913, 918, 939, 952, 963, 969, 971, 974, 986, 994, 996, 997

Within thirty (30) days of an announcement to close a store, employees who wish to exercise their seniority under this clause will be required to declare in writing to which store(s) in their Zone they wish to transfer.

After this thirty (30) day window the Employer and the Union shall meet to determine where employees will be transferred when the store is closed. The principles governing this meeting are that employees will be granted their requests by seniority and stores accepting these employees will only be required to absorb up to five (5%) of their current employee count into their store.

16.03 Termination Pay

Commencing with the completion of the probationary period, full-time employees, when terminated by the Employer, unless guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave, unless having a bona fide reason for such absence, shall receive notice in writing or pay in lieu of notice as follows:

After completion of the probationary period, up to two (2) years' of continuous service, one (1) week's notice in writing or one (1) week's wages in lieu thereof.

From two (2) years' up to five (5) years' continuous service, two (2) weeks' notice in writing or two (2) weeks' wages in lieu thereof.

More than five (5) years' continuous service, four (4) weeks' notice in writing or four (4) weeks' wages in lieu thereof.

Full-time employees reduced to part-time who terminate or are terminated within three (3) months of the date of their reduction to part-time, shall be given whatever pay in lieu of notice they were entitled to immediately prior to the date of their reduction to part-time unless terminated for and guilty of rank insubordination, dishonesty, drunkenness, obvious disloyalty or absence without leave, except where the employee has a bona fide reason for such absence.

16.04 Articles 16.01, 16.02, and 16.03 shall not invalidate an employee's right to process a termination and to be reinstated as set out in Article 16.

16.05 Terminations

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

2. Any employee alleging wrongful termination may place the allegation before the Union, and if the Union considers that the objection of the employee has merit, the termination shall become a grievance, and be subject to the grievance procedure as established by this Agreement.
3. In termination cases, an arbitration board shall consider that an employee hired with previous comparable industry experience is on probation for the first two (2) months of employment and that employees without such prior comparable experience are on probation for the first four (4) months of employment.
4. An employee who has been terminated without proper cause shall be reinstated and shall receive pay for time lost following termination and prior to reinstatement, in an amount sufficient to make up the difference between any monies received by that employee for other employment, and full pay. A Head Meat Cutter, may be reinstated as a Journeyperson, if mutually agreed to by the Employer and the Union or by a decision of a Board of Arbitration.
5. Grievances involving termination of an employee must be submitted to the Employer in writing within fourteen (14) calendar days from the date notice of termination is given in writing to the employee, or fourteen (14) calendar days from the date the employee is informed of their termination where pay is given in lieu of notice, or be waived by the aggrieved party. Where notice in writing is given rather than pay in lieu of notice, the period of such notice shall commence at the time such notice is received by the employee.

16.06 Intimidation

If an employee walks off the job and alleges Management has deliberately coerced or intimidated the employee into doing so, the matter shall be considered under the grievance procedure, and if such allegations are proved to be true, then the employee shall be considered not to have resigned. Such grievance must be filed not later than five (5) days after the incident that gave rise to the situation.

This is not to be construed to restrict Management personnel from reprimanding an employee as required to maintain the proper operation of the store.

ARTICLE 17 GRIEVANCE PROCEDURE

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

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

If a satisfactory settlement cannot be reached, or if the party on whom the grievance has been served, fails to meet the other party within fourteen (14) days of receiving the written

grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration or, if the Parties mutually agree, to a single arbitrator acceptable to both Parties.

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

Where a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement, Vince Ready and/or one of his associates, or a substitute agreed to by the Parties, shall at the request of either party:

1. investigate the difference;
2. define the issue in the difference; and
3. make written recommendations to resolve the difference within five (5) days of the date of receipt of the request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

The Minister of Finance, on the Minister's requisition, shall pay out of the consolidated revenue fund one-third (1/3) of the cost incurred by the Parties for payment of reasonable remuneration, travelling and out-of-pocket expenses of the person named or his substitute.

ARTICLE 18 BOARD OF ARBITRATION

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

The Parties may mutually agree to a single arbitrator. Otherwise, within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Employer and the Union shall each select a Representative to serve on the Board of Arbitration. The Representative of the Employer and the Representative of the Union shall, within five (5) days (excluding Sundays and holidays) after they have both been selected, choose an additional member to act as Chair. In the event of a failure of the nominee of the Union and the Employer to agree upon a Chair within the five (5) day period specified, the Minister of Labour for British Columbia shall be immediately requested to name a third member who shall act as Chair of the Board of Arbitration. Within five (5) days of the appointment of the impartial Chair, the Board of Arbitration shall sit to consider the matter in dispute, and shall render a decision within fourteen (14) days after its first session. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.

18.02 Expedited Arbitration

Expedited arbitration may be proposed by the Union or the Employer within forty-five (45) days after the grievance has been filed as per Article 17. Within seven (7) days of referral to expedited arbitration, either party must respond as to their decision to proceed to expedited arbitration or arbitration under Article 18.01:

1. Access to the expedited arbitration procedure shall be limited to discharge cases, and other cases provided expedited arbitration is invoked within forty-five (45) days of the grievance being filed as per Article 17.
2. Within seven (7) days of being referred to expedited arbitration, an attempt to mediate the dispute shall be made.
3. If mediation should fail, an expedited arbitration shall be held no less than ninety (90) days after the referral to expedited arbitration.
4. A final and binding decision will be handed down within twenty (20) days of the expedited arbitration case being held.
5. Within sixty (60) days of ratification the Employer and Union shall develop a list of Arbitrators that are agreeable to both Parties.
6. Matters not referred to expedited arbitration may be referred by either party to the regular arbitration procedure as contained in Article 18.01 and all arbitrations referred under Article 18 must be held within ninety (90) days of referral to arbitration and a decision must be rendered within twenty (20) days of the arbitration being presented.

18.03 No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitration Board shall be in writing and shall clearly specify the nature of the issue.

In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the impartial Chair shall be borne equally by the Employer and the Union unless otherwise provided by law.

The findings and decision of the Board of Arbitration shall be binding and enforceable on all Parties. A decision of a majority of the Board of Arbitration shall be deemed to be a decision of the Board.

ARTICLE 19 - SAVINGS CLAUSE

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

ARTICLE 20 EXPIRATION AND RENEWAL

Except as otherwise provided herein, this Agreement shall be effective from April 1, 2003 to and including March 29, 2008 and thereafter from year to year unless the notice hereinafter mentioned is given. If such notice is given, the provisions contained in this Agreement shall not be altered or changed until a

new Collective Agreement is reached or a legal strike or lock-out has commenced.

Subject to the foregoing, either party may, within four (4) months prior to March 29, 2008, or any subsequent anniversary thereof, give notice in writing to the other party to terminate this Agreement or negotiate a revision thereof.

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

LETTERS OF UNDERSTANDING

NO. 1 - RE: NEW DEPARTMENTS

The Parties recognize that the hiring of persons or movement of existing employees to staff new or changed functions has created situations where seniority rights, rate of pay and other matters need to be reviewed and resolved.

The Parties have reviewed this matter during the negotiations and specifically reserve the right to amend the Agreement during its life to resolve this matter on a mutually satisfactory basis.

NO. 2 - RE: KEY PERSONNEL

- 1) The Employer and the Union agree the following positions shall be considered “Key Personnel” positions:
 - a) In the Meat Department:
 - i) Head Meat Cutter [one (1) only]
 - ii) Assistant Head Meat Cutter [one (1) only]
 - b) In a Deli Department:
 - i) Deli Operator [one (1) only]
 - ii) Assistant Deli Operator [one (1) unless formula calls for two (2)]
 - c) The formula:

- i) If the store is open sixteen (16) hours or more per day and the hours in the Deli Department average one hundred seventy-five (175) or more hours per week or if the store is open fourteen (14) hours or more per day and the hours in the Deli Department averages two hundred twenty-five (225) or more hours per week, then the Employer will be entitled to two (2) Deli Department Assistant Department Managers.
 - ii) The averages referred to above shall be based on yearly hours worked averaged over the fiscal calendar [fifty-two (52) or fifty-three (53) weeks] after the end of Period 6 (June) with changes taking place by the end of Period 7 (July). This review will be conducted annually.
 - d) A mini-deli where the deli products are displayed in the meat counter does not qualify for a Deli Manager.
- 2) There shall be no claim against an employee's legitimate hours of work within the employee's classification as long as the employee holds a "Key Personnel" position.
 - 3) The Employer will provide all employees with equal opportunity to fill vacant "Key Personnel" positions.
 - 4) The Parties agree that a vacated "Key Personnel" position shall be filled as follows:
 - a) The Employer will first determine if any internal applicants are suitable for the position.
 - b) In the case of a step-down or demotion, if there is no suitable internal candidate, then the Employer will determine if there is

a full-time employee in the affected store willing to transfer to another store to assume the responsibilities of a “Key Personnel” position for which the employee is suited.

- c) If neither a) nor b) is available, the Employer may transfer a suitable candidate from another Bargaining Unit.
- 5) As a result of the agreement in the 1997-1998 negotiations to limit the number of Assistant Head Meat Cutters to one (1) only, the Union and the Employer agree as follows:
- 1. Employees in second Assistant Head Meat Cutter positions as of the date of ratification, 1998 shall be “Grandfathered”.
 - 2. These “Grandfathered” employees shall be covered by Article 13.04 - Full Time Guarantee.
 - 3. For employees covered by Article 13.04 - Full Time Guarantee, reductions from full time to part time within a bargaining unit shall be by bargaining unit seniority, including these “Grandfathered” employees.
 - 4. Provided the “Full Time Guarantee” is in place in a store, the Employer reserves the right to appoint a second Assistant Head Meat Cutter in future, however, the position will be offered by seniority in the bargaining unit. If no employees in the bargaining unit apply for the position then the Employer will be able to transfer in an employee and that employee will be considered the junior full time employee.
- 6) It is agreed that an employee transferring to another store to accept an Excluded Management position shall be considered to be on a one (1) year Leave of Absence under Article 11.03.

Full-Time Employees transferring to another store to accept a Key Personnel position shall have the right to return to their previous bargaining unit in accordance with the third paragraph of Article 13.01.

- 7) Key Personnel who are demoted or step-down can use Article 13.04 only if they have sufficient seniority to remain full time.
- 8) When an employee steps down or is demoted from a Key Personnel position, the Employer and the Union shall meet to determine placement of the employee as follows:
 1. Provided there is no adverse impact on any employee's hours of work, the employee may be returned to the bargaining unit in which the employee was promoted from or previously worked in one of these positions. Regardless of the location the employee returns to, the employee will return to the employee's original status prior to being promoted to one of these positions with full seniority.
 2. The employee may stay in the employee's existing bargaining unit in the employee's original status with a seniority date equal to the date the employee began work in that existing bargaining unit.
 3. The employee may be placed in a new or replacement store.

In determining the placement of the employee, the Employer and the Union will first consider vacancies in the areas outlined above, and give consideration to the request of the employee.

The Union and the Employer reserve the right to deal with any changes that arise after the transfer to ensure that no member is

adversely impacted at any time due to the transfer of an employee in these positions.

NO. 3 - INTERPRETATION GUIDE

The Union and the Employer agree to establish a joint committee to develop an "Interpretation Guide" to assist the parties in interpreting provisions of the Collective Agreement.

It is agreed that the committee shall refer disputed items to one (1) of the following Parties for binding resolution:

Colin Taylor

Jim Dorsey

Jim Kelly

These arbitrators shall be used on a rotating basis.

Once the "Interpretation Guide" is completed, the Union and the Employer shall conduct joint seminars for Shop Stewards and store management to ensure the "Interpretation Guide" is understood by personnel in each store.

NO. 4 - JOINT UNION/MANAGEMENT QUARTERLY REVIEW

The Employer and the Union agree to meet on a quarterly basis to review the individual performance of stores that are experiencing financial difficulties and whose continued viability is questionable. These stores will be considered to be on a "Watch List".

The Employer and the Union will discuss methods to improve the performance of stores on the "Watch List" and will hold a joint meeting with employees to discuss the financial performance of their store, as well as steps that could be taken to ensure improvement.

The Employer and the Union shall first examine measures that could be taken that do not require changes to the Collective Agreement. If necessary, the Employer and the Union will have the authority to mutually agree to amend this Collective Agreement subject to the ratification of the employees in the affected store.

NO. 5 - BARGAINING PROTOCOL

It is agreed that the Union shall within the four (4) months immediately preceding March 29, 2008, only deliver notice pursuant to Article 20 of the Collective Agreement for employees within either Zone 1 or Zone 2, but not for both. The Union and the Employer agree that amendments negotiated for employees within the one Zone shall apply to employees in the other Zone. It is agreed that both Zones will never be struck or locked-out at the same time during any Collective Bargaining to conclude a revision of the Agreement.

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

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

NO. 6 - EQUAL OPPORTUNITY

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

NO. 7 - STORE NO. 952 SARDIS

The parties agree that pursuant to Arbitrator Alan Hope's arbitration award, the July 24, 1996 Letter of Understanding between the parties and Article 2.01 of the Collective Agreement, the above store shall be included in the Chilliwack Bargaining Unit within thirty (30) calendar days of ratification, 1998.

As a result of the store opening while the 1996 to 1998 Collective Agreement was in effect, the parties further agree that the Sardis store shall be treated as a "New Store" for all purposes of the 1998 - 2003 Collective Agreement.

The seniority dates currently in place for employees in the Sardis Store shall be the agreed upon seniority dates for all purposes of the Collective Agreement.

Prior to expiry of the above thirty (30) days, the Bakery/Deli Department employees will be assigned to the Bakery or Deli Department based firstly on the principle of maximizing their hours by seniority and, secondly, their personal preference.

NO. 8 - REVIEW OF SENIORITY PROVISIONS

As a result of the numerous changes to the seniority provisions of the Collective Agreement, the Parties agree to review the seniority provisions to determine if any redundancies exist. The Parties may mutually agree to modify and/or delete provisions to eliminate redundancies. The Parties may, by mutual agreement, refer this review to the Section 80 process of the Labour Relations Code.

NO. 9 - EXISTING STORES

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

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

- 1) All new hires shall be classified as "Junior Meat Clerks" or "Junior Deli Clerks" and shall be permitted to perform all the duties within the classification and Department they are assigned.
- 2) The objective is to have fifty percent (50%) of the Bargaining Unit hours worked in a store scheduled to employees employed as "Junior Meat Clerks" and "Junior Deli Clerks" [fifty percent (50%) objective].

Hours worked are defined as hours worked by all Bargaining Unit employees within a store.

- 3) It is understood that the available hours of work scheduled to "Junior Meat Clerks" or "Junior Deli Clerks" shall be claimable by employees hired prior to Ratification, 1998 within each classification (except for those hours made available as a result of the Buyout formula).
- 4) "Junior Meat Clerks" and "Junior Deli Clerks" shall be scheduled by the Employer as required. It is intended that employees in these classifications shall be scheduled firstly on weekends and evenings. In the event there are not sufficient available hours on the weekends and evening, the Employer will next schedule any remaining hours during the day.
- 5) Junior Meat Clerk and Junior Deli Clerk - Senior employees in these classifications shall be scheduled at least as many hours as junior employees in these classifications within each work schedule. This may be amended at a later date by mutual agreement of the Parties.
- 6) Once the store achieves the "fifty percent (50%) objective" in a quarter then the store will be required to balance the use of "Junior Meat Clerks" and "Junior Deli Clerks" by using less hours in the next quarter. The quarters are defined as: March-April-May, June-July-August, September-October-November, and December-January-February.
- 7) The Employer will provide the Union with a quarterly report to show the percentage of hours worked by "Junior Meat Clerks" and "Junior Deli Clerks". The Union and the Employer agree to

establish a Committee to regularly review the results of the quarterly report.

As well, the Employer will develop a weekly report of results so that adjustments can be made on an ongoing basis so that the percentage objectives are met at the end of each quarter.

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

- 8) Employees employed as "Junior Meat Clerks" or "Junior Deli Clerks" shall be entitled to benefits of Statutory declaration only. "Junior Meat Clerks" and "Junior Deli Clerks" shall be eligible for statutory holidays and pay as per the Collective Agreement.

NO. 10 - ALL NEW STORES

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

The Union and the Employer agree that the following terms and conditions of employment shall apply to new stores (including Ironwood #969 and acquisitions), that open after June 1st, 1998:

- 1) All new hires shall be classified as "Junior Meat Clerks" or "Junior Deli Clerks" and shall be permitted to perform all duties within the classification and department they are assigned.

- 2) The objective is to have fifty percent (50%) of the Bargaining Unit hours worked in a store scheduled to employees employed as "Junior Meat Clerks" and "Junior Deli Clerks" [fifty percent (50%) objective].

Hours worked are defined as hours worked by all Bargaining Unit employees within a store.

It is understood that in some cases over fifty percent (50%) of the hours in a classification may be scheduled to New Hire Clerks providing the Bargaining Unit hours for that store do not exceed fifty percent (50%) of the hours scheduled to New Hire Clerks.

- 3) It is understood that in a new store the percentage of hours scheduled to "Junior Meat Clerks" and "Junior Deli Clerks" shall exceed fifty percent (50%) until the senior new hires progress past four thousand six hundred eighty (4,680) hours worked and the store has been open for five (5) years.

In a new store, where the "fifty percent (50%) objective" is being exceeded, once employees employed as "Junior Meat Clerks" or "Junior Deli Clerks" have worked four thousand six hundred eighty (4,680) hours the senior employees shall be promoted into the classification where they have been scheduled (i.e. working in a Deli = reclassified as a Deli Clerk) until the "fifty percent (50%) objective" is attained.

It is understood that in a new store the percentage of hours scheduled to Pre-Ratification, 1998 employees (which includes "Key Personnel"), upon opening will be twenty-five percent (25%). These hours will be scheduled by the principles in daily maximization of hours. Where the percentage of hours scheduled to pre-ratification, 1998 employees falls below twenty-five

percent (25%) for thirteen (13) weeks, then the Employer agrees to post a full time position.

- 4) Junior Meat Clerk and Junior Deli Clerk senior employees in these classifications shall be scheduled at least as many hours as junior employees in these classifications within each work schedule. This may be amended at a later date by mutual agreement of the Parties.

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

- 5) In the case of acquisitions, employees will be placed in classifications such that fifty percent (50%) of the hours worked shall be scheduled to "Junior Meat Clerks" and "Junior Deli Clerks".
- 6) In the event that the store exceeds the "fifty percent (50%) objective" under point #3 above in a quarter then the store will be required to balance the use of "Junior Meat Clerks" and "Junior Deli Clerks" by using less hours in the next quarter. The quarters are defined as: March-April-May, June-July-August, September-October-November, and December-January-February.
- 7) The Employer will provide the Union with a quarterly report to show the percentage of hours worked by "Junior Meat Clerks" and "Junior Deli Clerks". The Union and the Employer agree to establish a Committee to regularly review the results of the quarterly report.

As well, the Employer will develop a weekly report of results so that adjustments can be made on an ongoing basis so that the percentage objectives are met at the end of each quarter.

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

- 8) Employees employed as "Junior Meat Clerks" or "Junior Deli Clerks" shall be entitled to benefits of Statutory declaration only. "Junior Meat Clerks" and "Junior Deli Clerks" shall be eligible for statutory holidays and pay as per the Collective Agreement.
- 9) **Transitional Principles for Job Postings - "New Stores"**

In the event an employee classified as a "Junior Meat Clerk" or "Junior Deli Clerk" achieves top rate for their classification and the employee's reclassification results in a full-time position being created, the following rules shall apply:

- 1) The full-time job will be posted.
- 2) If the reclassified employee secures the posting then the employee will be made full-time.
- 3) If the reclassified employee is not successful in attaining full-time status then:
 - a) the employee will be reclassified and placed on the start rate of the appropriate classification, and

- b) the reclassified employee shall continue to be scheduled in accordance to the "Junior Meat Clerks" or "Junior Deli Clerks" scheduling provisions.
- 10) In 1997, the Employer and UFCW Local 1518 negotiated a provision governing the opening of new stores with the intent of providing a special cost structure for a period of five (5) years. As a result, the Employer embarked on an expansion program. Subsequently, the same provision was negotiated between Canada Safeway and UFCW Local 1518 and later between the Employer and UFCW Local 2000. During the 2003 negotiations, a revised new store provision was negotiated between Canada Safeway and UFCW Local 1518 and subsequently between Canada Safeway and UFCW Local 247. These events have caused the Employer to seek a reduction in operating costs in line with the original objective. These stores are currently operating with a 50% objective while Canada Safeway's new stores will be operating with a 25%/75% ratio of pre-ratification 1998 employees and production clerk hours for a period of five (5) years.

The changes negotiated in the 2003 agreement as outlined in Letter of Understanding #23 "New Stores" and in the new Letter of Understanding covering Flat Scheduling, continue to support this concept. An employee who has been reclassified, been granted a posting, or accumulated 4680 hours prior to ratification 2003, will retain any rights and opportunities afforded them under the 1998 agreement.

NO. 11- ALL REPLACEMENT STORES

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

The Union and the Employer agree that the following terms and conditions shall apply to Replacement Stores that open after Ratification, 1998:

- 1) All new hires shall be classified as "Junior Meat Clerks" or "Junior Deli Clerks" and shall be permitted to perform all the duties within the classification and department they are assigned.
- 2) The objective is to have fifty percent (50%) of the Bargaining Unit hours worked in a store scheduled to employees employed as "Junior Meat Clerks" and "Junior Deli Clerks" [fifty percent (50%) objective].

Hours worked are defined as hours worked by all Bargaining Unit employees within a store.

It is understood that in some cases over fifty percent (50%) of the hours in a classification may be scheduled to New Hire Clerks providing the Bargaining Unit hours for that store do not exceed fifty percent (50%) of the hours scheduled to New Hire Clerks.

- 3) Once a store achieves the "fifty percent (50%) objective" then the store will be required to promote senior "Junior Meat Clerks" or "Junior Deli Clerks" to ensure the fifty percent (50%) objective is balanced.

- 4) Junior Meat Clerk and Junior Deli Clerk senior employees in these classifications shall be scheduled at least as many hours as junior employees in these classifications within each work schedule. This may be amended at a later date by mutual agreement of the Parties.

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

- 5) In the event that the store exceeds the "fifty percent (50%) objective" under point #3 above) in a quarter then the store will be required to balance the use of "Junior Meat Clerks" and "Junior Deli Clerks" by using less hours in the next quarter. The quarters are defined as: March-April-May, June-July-August, September-October-November, and December-January-February.
- 6) The Employer will provide the Union with a quarterly report to show the percentage of hours worked by "Junior Meat Clerks" and "Junior Deli Clerks". The Union and the Employer agree to establish a Committee to regularly review the results of the quarterly report.
As well, the Employer will develop a weekly report of results so that adjustments can be made on an ongoing basis so that the percentage objectives are met at the end of each quarter.

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

- 7) Employees employed as "Junior Meat Clerks" or "Junior Deli Clerks" shall be entitled to benefits of Statutory declaration only. "Junior Meat Clerks" and "Junior Deli Clerks" shall be eligible for statutory holidays and pay as per the Collective Agreement.
- 8) Hours made available due to the Buyout shall be scheduled to "Junior Meat Clerks" or "Junior Deli Clerks" by classification.

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

Replacement stores that open after ratification 2003, shall have 75% of the new hours scheduled to "Junior Meat Clerks" and "Junior Deli Clerks" to a maximum of 75% of the bargaining unit hours in the store for a minimum 5 year period from the date of opening. It is understood that the current practice of the calculation of the "base hours formula" will continue.

A store which is completely rebuilt is defined as a replacement store. Subject to mutual agreement, a same site remodelled store may be considered a Replacement Store provided the remodeling involves a significant expansion or significant expenditure.

NO. 12 SCHEDULING / MAXIMIZATION OF HOURS AGREEMENT

The Employer and the Union agree that daily maximization of hours scheduling shall be used for all employees except "Junior Meat Clerks" and "Junior Deli Clerks" in all stores.

In order to facilitate the resolution of any differences the Union and the Employer agree as follows:

- 1) "Junior Meat Clerks" and "Junior Deli Clerks" shall be scheduled for evening and weekend shifts where practical, provided their hours are not claimable by other employees.
- 2) The Union will test two (2) stores per contract year to ensure that maximization of hours is being properly implemented.
- 3) The tests outlined in point #2 above shall not take place sooner than three (3) months after the completion of Buyout program.
- 4) The Employer shall not circumvent maximization of hours by the use of "Quarter Hour Scheduling" or overlapping or abutting shifts. Where it can be shown that overlapping or abutting shifts have been scheduled to deny senior employees available hours, this shall be discussed between the Parties. Where a disagreement arises under this Subsection and results in a Grievance, the Parties will have two (2) weeks from the date the matter is brought to the attention of the Employer to correct any errors in scheduling before a claim for lost wages can be filed.

**NO. 13 - JUNIOR MEAT CLERKS AND JUNIOR DELI
CLERKS SCHEDULING**

Junior Meat Clerks are scheduled by the terms of the Collective Agreement to perform Meat Cutter duties.

Junior Deli Clerks are scheduled by the terms of the Collective Agreement to perform Meat/Deli/Seafood duties.

Junior Meat Clerks and Junior Deli Clerks who become reclassified will maintain their seniority date and will have their “experience hours” rest to zero (0) in their new classification.

The Parties may mutually agree to move the hours bought for Junior Meat Clerks and Junior Deli Clerks as a result of the Buyout program in order to maximize the hours of Pre-Ratification, 1998 employees on a store-by-store basis.

Hours of work for Junior Meat Clerks and Junior Deli Clerks shall not be scheduled in such a manner that pre-Ratification, 1998 employees would be prevented from maximizing their daily or weekly hours of work.

Once a store achieves the fifty/fifty (50/50) scheduling balance in a store, but an imbalance exists between the Departments, the Employer agrees to canvass employees in the Department to determine who would like to move into another Department including the Meat Cutter Apprenticeship Program in an attempt to achieve a balance. This Letter is to apply to all new, replacement and existing stores.

Junior Clerk Scheduling (No Flat Scheduling)

It is the intention of the Employer in the weekly scheduling of Junior Clerks that a more senior Junior Clerk in a classification shall be scheduled at least as many hours as a junior Junior Clerk subject to the employees’ availability. Operational requirements, seasonal fluctuations,

and job functions are examples of situations where there will be the need to schedule some Junior Clerk employees up to 40 hours per week. It is not the Employer's intention to utilize "flat scheduling". In any instance of alleged "flat scheduling" the Employer agrees to meet with the Union to review and discuss the concern.

The Employer agrees that a Junior Clerk who is not scheduled to work on a day shall be afforded the opportunity of a call in shift by seniority.

NO. 14 - PROVINCIAL CERTIFICATIONS

The Employer acknowledges that the Union intends to apply to the Labour Relations Board to vary its existing Bargaining Unit certifications by consolidating them into one (1) certification for each of the two (2) provincial zones, in accordance with the mutually agreed unit description in Article 2.01. The Employer agrees not to oppose this application.

NO. 15 - COLLECTIVE AGREEMENT LANGUAGE CHANGES

A) The Parties agree that there are a number of Collective Agreement provisions that can be re-written to reflect miscellaneous fixes, removal of redundant and expired clauses, clarifications and improved interpretations. The parties agree to undertake this re-writing process after collective bargaining concludes on the basis that:

1. both Parties need to agree to the changed language,

2. the meaning and intent of the language cannot change and
3. if agreement cannot be reached on changed language the existing language will remain in place.

B) Housekeeping

Review the Collective Agreement and where there is mutual agreement, change the references of pre-ratification 1998 to reflect the classification.

NO. 16 – STANDARDIZATION OF FORMS

This will confirm our discussions during negotiations this year regarding the standardization of forms used by the employer with respect to in-store postings and requests.

As a result of the 2003 Memorandum of Settlement, the Employer and the Union agree to meet on an expedited basis to review and develop standardized forms dealing with but not limited to employment issues such as Postings, Hours of Restriction, and Requested Time Off.

NO. 17 - MERGER MEAT WRAPPER AND MEAT CUTTER FUNCTIONS

This letter of understanding reflects the discussions and agreements between the Employer and the Union regarding the changing functions in the meat departments. The functions of both classifications in the meat

department are facing changes as the work in the department continues to shift from a “production” environment to a “selling” environment. As a result of these changes the Employer and the Union have agreed to merge the classifications in the meat departments under the following provisions:

1. Effective within thirty (30) days of ratification, the next posted schedule for the meat department will place Meat/Deli/Seafood Clerks performing meat wrapping and seafood work and Meat Cutters on the same schedule. Seniority for employees in both classifications will be carried forward such that employees will have their seniority “dovetailed” on the new seniority list for the meat department.
2. Effective the same time the merger takes place in point 1 above, all Junior Deli Clerks in the meat department shall be reclassified as Junior Meat Clerks and shall be given a new classification title of Junior Meat Clerk. All Junior Meat Clerks shall be placed on the same schedule, seniority will be carried forward and “dovetailed”. Further, it is agreed that “bought hours” from each classification shall be merged. Junior Deli Clerks in the Deli Department shall be given a new classification title of Junior Deli Clerk.
3. The merger of classifications, as set out in points 1 and 2 above, shall not result in a loss of hours for any employee. It is understood that this “merger protection” does not cover a loss of hours that may occur for reasons other than the merger of the classifications. Further, no employee shall gain hours of work at the expense of another employee simply because of the merger.
4. The merger of the functions creates an “opportunity” for meat department Meat/Deli/Seafood Clerks to learn meat cutting

functions and become classified as Meat Cutters at the Meat Cutter rates of pay after they have successfully completed the required in-store training. Deli employee rights under Article 6.19 shall be suspended, on a store-by-store basis, until all meat department employees hired prior to July 5, 1998 have had their hours of work maximized.

5. “Opportunities”, under point 4 above, shall be posted and offered by seniority. Employees not interested in the extra duties, training, etc are not required to participate in the program and may remain in the Meat/Deli/Seafood Clerk classification at that classifications hourly rate of pay.
6. At least one (1) opportunity will be provided to employees in each meat department, however, the timing and scheduling of each stores opportunity is at the sole discretion of the Employer. Additional opportunities shall proceed by mutual agreement between the Employer and the Union with the understanding that over a longer period of time it is expected that each Meat/Deli/Seafood Clerk in the meat department shall have an opportunity to participate in the program in each store.
7. Meat/Deli/Seafood Clerks who successfully complete the training program will move to the next highest hourly rate of pay on the Meat Cutter scale and then progress up the Meat Cutter scale based on hours worked.
8. The “in-store training” referred to in this Letter of Understanding, references the training program reviewed by the Employer and the Union at bargaining, which is intended to prepare employees to perform meat cutting functions in the retail ready meat environment that the Employer currently operates at its stores. It is understood that the training is not

intended to prepare an employee to become a provincially certified Journeyperson Meat Cutter.

The Employer and the Union have agreed to jointly continue development of this “Case Ready Apprentice Program for Retail” and shall work together to obtain provincial recognition by the Province of BC.

NO. 18 – EARLY RETIREMENT OFFER

Purpose of Early Retirement Offer

The purpose is to allow the Employer to reduce its labour costs by restructuring the work force in the Stores covered by this Collective Agreement and thereby reduce the hours worked by employees employed in the Meat/Deli/Seafood Clerk or Meat Cutter classifications.

1. Early Retirement Offer:

- a) An Early Retirement Offer will be offered, at the Employer’s discretion in respect to timing, to a limited number of Pre-Ratification November 1997 employees in the classifications of Meat/Deli/Seafood Clerk and Meat Cutter.

An employee who is 55 years of age but less than 60 years of age prior to December 31st, 2004 may apply for a ‘early retirement offer’. The ‘early retirement offer’ is an additional monthly allowance.

- b) The monthly ‘early retirement offer’ will be:

- i) an additional payment of \$ 600/month for an employee who averaged 24 or more hours per week worked in the 52 weeks prior to Sunday following Ratification.

OR

- ii) an additional payment of \$ 400/month for employees who averaged less than 24 hours per week worked in the 52 weeks prior to Sunday following Ratification, commencing from when an employee is accepted by the UFCW Union Pension Plan to receive pension payments, and will continue to be paid until death or the attainment of age 60 but not thereafter.
- c) The Employer reserves the right to limit the number of employees accepted for the Early Retirement Offer by classification, department, bargaining unit, total number of employees or any combination of the foregoing, so as to ensure that the program does not affect the efficient operation of the business.

2. Eligibility Requirements

- a) In order to be eligible for the Early Retirement Offer an employee must be:
 - 1. Covered by the Collective Agreement.
 - 2. Classified as a Meat/Deli/Seafood Clerk or Meat Cutter.
 - 3. Employed on a permanent basis and have a minimum of 5 years continuous service with the Employer as of the Sunday following the date of ratification.

4. Have a rate of pay of \$ 18.00 or more / hour.
 5. Have some hours worked during the 52 weeks prior to the Sunday following the date of ratification.
- b) An otherwise eligible employee who fails to meet the requirement set out in paragraph 2 a) point 5 above and who is on an approved Weekly Indemnity, W.C.B., Long-term disability, Maternity leave or Parental leave is ineligible unless the employee returns within twelve (12) months of the Sunday after ratification. Such employee must return to work for a period of four (4) weeks in order to be eligible. The amount of the Early Retirement Offer will be determined in accordance with the average hours worked during the fifty-two (52) week period prior to the date of disability.
 - c) Employees terminated for cause, be it prior or subsequent to acceptance of the offer are ineligible.
 - d) Applicants who have successfully applied and have been accepted for early retirement in accordance with the terms of the UFCW Union Pension Plan as of Saturday prior to ratification are not eligible.
 - e) All applications must be delivered to the Employer's Human Resources department on or before 4:00 p.m. Wednesday, December 15, 2004 in order to be eligible. Delivery shall be by hand or by fax.
 - f) All applications must be completed in their entirety at the time of delivery and be received no later than the deadline date and time.

3. Terms and Conditions: All eligibility requirements must be satisfied as determined solely by the Employer.

- a) Acceptance of the Early Retirement Offer is deemed a resignation.
- b) All offers are subject to and conditional upon:
 - 1. The operational needs and requirements of the Employer. The Employer expressly reserves the right to refuse any applicant this Early Retirement Offer upon the Employer determining in its sole discretion that allowing the applicant to accept the offer does not meet the Employer's requirement for an efficient operation.
 - 2. In the event the Employer accepts an applicant's application, the Employer expressly reserves the right to determine at its sole discretion the applicant's last day of employment with the Employer. The employee's last day of employment will be no earlier than forty-five (45) days after the "Early Retirement Offer" is offered to eligible employees and not later than December 31, 2004. Successful applicants are not eligible for any other severance pay in lieu of notice under the Collective Agreement or any applicable law.
 - 3. The average weekly hours worked for full-time and part-time employees actively at work will be determined by utilizing the 52 week period preceding the Sunday following the date of ratification.
 - 4. Full weeks missed by eligible full-time and part-time employees because of verifiable Weekly Indemnity, W.C.B.,

Long-term disability, Maternity leave or Parental leave will be excluded in order to calculate the average weekly hours of work. Such employees shall have their average weekly hours determined by dividing their hours worked by the number of weeks in which they had hours worked in the 52 week period.

5. Vacancies created as a result of the Early Retirement Offer will be treated as per Article 12.07 the collective agreement and past practice.

NO. 19 - DISPUTED HEALTH & WELFARE TRUST DOCUMENT ISSUES

The parties agree to refer the disputed issues to the Trust subcommittee for final resolution.

The third paragraph of Article 9.04 shall be amended to reflect the long standing practice of the Employer on calculating Weekly Indemnity benefits.

NO.20 – PROXIMITY IMPACT

The Union and the Employer agree to meet 30 days prior to the opening of another Overwaitea Food Group store (any banner) in close proximity to an existing store covered by this Agreement. In the event an adverse impact on hours for any pre-ratification 1998 is projected the parties agree on a without prejudice basis to use Point 8 in Letter of Understanding NO.2 – Key Personnel to resolve the issue.

**NO.21 – VACATION PROVISIONS FOR POST 1998
HIRES**

The Parties will review possible new rules for post 1998 hires. Any changes will only be implemented by mutual agreement of the Employer and the Union.

SCHEDULE I

SEVERANCE SCHEDULE See Article 14.08

Hourly Rate as of Jan., 1993	>0 - 3.99	4.00 -7.99	8.00 - 11.99	12.00 - 15.99	16.00 - 19.99
Over \$20.00	\$2,000	\$6,000	\$7,000	\$9,000	\$12,000
\$18.00 - \$19.00	\$1,000	\$5,000	\$6,000	\$8,000	\$11,000
\$17.00 - \$17.99	\$1,000	\$4,000	\$5,000	\$7,000	\$10,000
\$16.00 - \$16.99	\$1,000	\$3,000	\$4,000	\$6,000	\$ 8,000
\$15.00 - \$15.99	\$1,000	\$2,000	\$3,000	\$5,000	\$ 7,000
\$14.00 - \$14.99	\$1,000	\$1,000	\$2,000	\$4,000	\$ 5,000

\$10.00 - \$13.99	\$ 500	\$ 750	\$1,000	\$1,250	\$ 2,000
-------------------	--------	--------	---------	---------	----------

Hourly Rate as of Jan., 1993	20.00 - 23.99	24.00 - 27.99	28.00 - 31.99	32.00 - 35.99	Over 36 & Full-Time
Over \$20.00	\$14,000	\$17,000	\$22,000	\$25,000	\$30,000
\$18.00 - \$19.00	\$13,000	\$15,000	\$20,000	\$23,000	\$25,000
\$17.00 - \$17.99	\$12,000	\$14,000	\$18,000	\$20,000	\$22,000
\$16.00 - \$16.99	\$10,000	\$12,000	\$16,000	\$18,000	\$20,000
\$15.00 - \$15.99	\$ 9,000	\$10,000	\$12,000	\$14,000	\$16,000

\$14.00 - \$14.99	\$ 6,000	\$ 7,000	\$ 8,000	\$10,000	\$12,000
\$10.00 - \$13.99	\$ 3,000	\$ 4,000	\$ 5,000	\$ 6,000	\$ 8,000

SCHEDULE II

RETAIL READY MEAT IMPACT

See Article 14.08

Lump Sum Amount

Based on Monthly Payments of:

Monthly Supplement Payable to Age 65	Age at Date of Retirement
\$190	55
152	56
114	57
76	58
38	59

Present Value Table

(per \$100 of benefit)

Age 55	\$8,744
56	8,111
57	7,434
58	6,709
59	5,934

Example:

Present Value	Cost
Age 55 (\$190 month) = 1.9 x 8,744 =	\$16,613.60
Age 56 (\$152 month) = 1.52 x 8,111 =	\$12,328.72
Age 57 (\$114 month) = 1.14 x 7,434 =	\$ 8,474.76

$$\begin{aligned} \text{Age 58 (\$ 76 month)} &= .76 \times 6,709 = && \$ 5,098.84 \\ \text{Age 59 (\$ 38 month)} &= .38 \times 5,934 = && \$ 2,254.92 \end{aligned}$$

SCHEDULE III

RETAIL READY MEAT IMPACT

See Article 14.08

Early Retirement Allowance

(Cost Tables - 100% Life 9% Annuity)

(For 15 Years, 6% thereafter)

Table - Per \$100 of Benefit

Age	Male	Female
55	\$11,936	\$12,974
56	11,762	12,830
57	11,581	12,680
58	11,393	12,523
59	11,197	12,360

- 1) Example: Age **55** Male **30** years of service
30 years X \$38 = \$1,140 month X 15% reduction
= \$171.00/month

Cost = 1.71 x \$11,936 = \$20,410

- 2) Example: Age 56 Female 25 years of service
25 years x \$38 = \$950 month X 12% reduction
= \$114.00/month

Cost = 1.14 x \$12,830 = \$14,626

- 3) Example: Age 58 Male 35 years of service
35 years x \$38 = \$1,330 x 6% reduction
= \$80.00/month

$$\text{Cost} = .8 \times \$11,393 = \$9,114$$

APPENDIX A

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

EMPLOYEE NAME

EMPLOYEE NO.

STORE NO.

DATE

In accordance with the provisions of ARTICLE 15 of the Collective Agreement, I hereby declare my availability for hours of work as indicated below:

NO. OF HOURS DESIRED PER WEEK

Full-time Employment 40 See Article 15.03

Increased Hours

(Enter no. of hours) _____ See Article 15.03(1) and (2)

Restriction of Hours

(Enter no. of hours) _____ See Article 15.03(2)

ARTICLE 15.03(1) Restriction of Hours

Within thirty (30) days of commencing employment, every part-time employee will inform the Employer of the number of hours per week they are available for work, including full-time work by completing Appendix A which is supplied by the Employer. A copy of this form shall be forwarded to the Union Office.

This designation of availability can thereafter be changed by completing a new form stating the number of hours of work desired. The number of hours desired can be up to and including forty (40) hours per week but cannot be less than sixteen (16) hours per week unless mutually agreed between the Employer and the employee. Employees desiring less than forty (40) hours per week will be considered to have restricted their availability. When the stated limit is reached, the employee will be considered to have restricted availability and shall forfeit their right to hours in excess of that limit.

Employees who revert to part-time under Article 13.05 or employees who want to work fewer hours than they are presently working or as set out in their current letter must, when filling out the required form, indicate the number of hours per week desired.

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

An employee shall not be entitled to restrict their availability more than once in a twelve (12) month period unless mutually agreed otherwise.

Restricted employees shall be entitled to the maximum number of hours each day that are available in their department up to their stated restriction.

15.03(2) Lifting of Restriction

A restriction of hours may be lifted at any time, and when lifted, the employee must be willing to work all hours available to them in accordance with their seniority.

Employees wishing to lift their restriction shall notify the Employer, in writing, of their intent. They will assume their seniority position among part-time employees in the Bargaining Unit, and receive hours in accordance with their seniority on the next posted schedule. When reductions in hours occur according to Articles 15.01 and 15.02, the restriction letters will in no way affect the provisions of Article 15.

Employee's Signature Date Signed

Store Manager's Date Signed
Acknowledgement

- 1 copy for employee; 1 copy for Store Manager;
- 2 copies to the Human Resources Department (1 of which will be forwarded to the UFCW Local 247)

APPENDIX B

Pursuant to Article 2.01 of the Collective Agreement the present stores in the Province of British Columbia are as follows:

Zone 1 Whistler to Hope	903, 904, 907, 908, 912, 913, 918, 939, 952, 963, 969, 971, 974, 986, 994, 996, 997
Zone 2 All Other Bargaining Units	17, 59, 905, 962, 276

C\Overwaitea 03-08

SIGNED THIS ___ DAY OF _____ 2003.

FOR THE UNION:

FOR THE EMPLOYER:

LEIF HANSEN

ART VAN PELT

IAN LANDLESS

TERRY TAYLOR

ETHEL RUPP

STEVE MORIARTY

LAURIE ORR

MAJOR BRAR

ERIC AARDEMA

PHIL SAYERS

LINDA CRIPPS

RON DAVIDSON

GUY FRASER

WAYNE ALLAN

ROSIE MASINI-PIERALLI

ROB EPP

REG GODARD

KEVIN WAITES

RICK HARRISON

BOB CORMACK

WAYNE GARDNER

HEIDI FERRIMAN

NOTES

NOTES

NOTES