

**COLLECTIVE AGREEMENT**

BETWEEN

PORT McNEILL FOODS LIMITED (IGA #44)

AND

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1518

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**MEMORANDUM OF AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY AND BETWEEN: PORT McNEILL FOODS LIMITED (IGA #44), a body corporate carrying on business in Port McNeill, in the Province of British Columbia  
  
(hereinafter referred to as the "EMPLOYER")

AND: UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518, chartered to the United Food and Commercial Workers International Union, A.F.L., C.I.O., C.L.C.  
  
(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;

AND WHEREAS: The Employer and the Union understand and agree that the Employer's circumstances are unique, and therefore, require a Collective Agreement specific to such unique circumstances.

NOW THEREFORE: The Employer and the Union mutually agree as follows:

## **Section 1 BARGAINING AGENCY**

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The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all employees of **Port McNeill Foods Ltd.**, covered by the B.C. Labour Relations Board certification order dated January 22, 1999, with respect to wages, hours and all other conditions of employment set out in this Agreement, except the following exclusions:

- (a) Manager/Owner: William (Bill) Hawkins
- (b) Co-owner (1): Louise Hawkins

as well as the exclusions listed in Letter of Understanding #1

## **Section 2 UNION SHOP**

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- (a) The Employer agrees to retain in its employ, within the Bargaining Unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said non-members, whether part or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.
- (b) The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his/her responsibility in regard to union membership and outlining to the

employee his/her responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each employee to who they have presented the form letter, along with the employee's date of hire. The Employer further agrees to provide the Union once a month with a list containing the names of all employees who have terminated their employment during the previous month.

### **Section 3      DEDUCTION OF UNION DUES**

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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. The Union will supply an appropriate form to the Employer so that new employees, at the time of hire, will authorize union dues deductions. This form will be applicable from the time the employee commences employment until such time as the Union submits an official dues check-off to the Employer. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. Monies deducted during any month shall be forwarded by the Employer to the Secretary Treasurer of the Union not later than the tenth (10th) day of the following month, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four-week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four week period, as well as the store number of each employee for whom the deductions were made. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

### **Section 4      CLERKS WORK CLAUSE**

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Subject to exclusions in Section 1 of this Agreement, all work in the handling and selling of merchandise in the store of the Employer shall be performed only by employees of the Employer who are in the Bargaining Unit and who are members of the United Food and Commercial Workers Union, Local 1518, with the following exceptions:

- (a) Supervisory Personnel of H.Y. Louie
- (b) Rack Jobbers. The Employer and Union agree that the current practice of in-store merchandising by outside vendors or salespersons shall continue.
- (c) Inventory Crew
- (d) Floor-Cleaning Contractor, Broughton Straits Marine or its successors

Where there is a violation of the Clerks Work Clause in the store, the following penalties shall apply:

- 1. First violation
  - a written warning from the Union will be given to the Employer.
- 2. Second violation within the twelve (12) month period following written notice as per Point 1.
  - a two hundred dollar (\$200.00) fine.
- 3. Third and subsequent violations within the twelve (12) month period
  - a three hundred dollar (\$300.00) fine for each violation.

## **Section 5 BASIC WORKWEEK - STATUTORY HOLIDAYS**

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

(a) Basic Workweek

The basic workweek for full-time employees shall be forty (40) hours, consisting of five (5) eight (8) hour days.

For the purpose of Statutory Holidays: Commencing with their fifth (5th) week of employment, full-time employees shall receive forty (40) hours pay at straight time rates and shall work four (4) days, thirty-two (32) hours, including work on the statutory holiday, in a week in which one (1) statutory holiday occurs; three (3) days, twenty-four (24) hours, including work on the statutory holiday, in a week in which two (2) statutory holidays occur. Time worked in excess of forty (40) hours of actual work by part-time employees during a week in which a statutory holiday or statutory holidays occur shall be paid at the rate of time and one half (1-1/2X).

1. The hours in excess of thirty-two (32) hours of work shall be offered by seniority and shall be voluntary.
2. If sufficient employees are not available, hours of work to the above maximum may be assigned by reverse seniority.
3. Work on the statutory holiday shall be paid at the appropriate statutory holiday rates.

Full-time employees shall not suffer a reduction in the workweek by reason of the Employer voluntarily reducing the hours that the store is open to the public to less than nine (9) hours per day.

Part-time employees will be scheduled for less than forty (40) hours per week but will not be scheduled for less than four (4) hours on any day they are to report for work.

Students reporting for work on a school day where the store is closed for business at 6:00 p.m. will be scheduled for a minimum of two (2) hours.

Time-and-one-half (1-1/2X) will be paid for all hours worked in excess of eight (8) in a day and forty (40) in a week.

Double-time (2X) will be paid for all hours worked in excess of eleven (11) hours in a day and forty-eight (48j) in a week.

No Pyramiding of Overtime

Overtime paid on a daily basis will not be used to calculate weekly overtime.

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	

PLUS any additional days proclaimed as General Holidays by the Federal and/or Provincial Government.

- (b) To be eligible for a paid day off, or premium pay for working on a holiday, an employee must have been on the payroll at least thirty (30) calendar days in advance of the holiday.
- (c) An eligible employee who has worked at least fifteen (15) of the thirty (30) calendar days prior to the holiday is entitled to pro-rated holiday pay.

An eligible employee who has worked fewer than fifteen (15) of the thirty (30) calendar days prior to the holiday is entitled to pro-rated holiday pay.

- (d) If an eligible employee works on a general holiday, then payment will be at one-and one-half (1-1/2X) times normal rates. In addition, a day off with pay at a mutually agreed date will be accorded that employee.
- (e) Where a general holiday falls during an employee's vacation or on a normal day of rest, then another day off with pay at a mutually agreed date will be accorded that employee.
- (f) Vacation or paid sick time shall be considered time worked.
- (g) By the employee's choice and by mutual agreement of the Employer, statutory holidays may be scheduled in the week prior to or the week following the one in which the statutory holiday occurs.
- (h) All employees who are eligible for a statutory holiday for Christmas Day shall be eligible for an additional paid day off the following year to be taken in conjunction with their birthday. This day may be taken either in the week of their birthday on the week prior to or following their birthday and in conjunction with their day or days off. In the event that the Federal and/or Provincial Government proclaims an additional day as a General Holiday, pursuant to Section 5(a), above, this Section 5(h) shall have no further force or effect.

(i) Meal Periods and Rest Periods

- Four (4) hour shift ..... one (1) fifteen (15) minute paid break
- Five (5) hour shift ..... one (1) twenty (20) minute paid break
- Six (6) hour shift ..... two (2) fifteen (15) minute paid breaks, with a thirty (30) minute optional unpaid meal break
- Eight (8) hour shift ..... two (2) fifteen (15) minute breaks with a one (1) hour unpaid meal break or where mutually agreed, a thirty (30) minute unpaid break

For shifts in excess of five (5) hours, but less than six (6) hours, the employee will have the option of a one-half (1/2) hour unpaid meal break.

(j) Consecutive Day Limit

Employees (not just full-time) will not be required to work in excess of six (6) consecutive days. It is understood that there will not be an "available" hours claim involving a seventh (7th) or subsequent consecutive days of work. An employee will be required to work seven (7) consecutive days where such scheduling is required to accommodate the same employee's request for days off.

(k) Weekend Week

Full-time employees and those employees who regularly work thirty-two (32) or more hours in a week shall be entitled to at least one (1) Saturday-Sunday (weekend) off every four (4) calendar weeks.

(l) Posting of Schedules

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

The Employer shall post the weekly work schedule for all employees not later than Saturday, 12:00 noon, two (2) weeks in advance. 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 must be given or four (4) additional hours' pay given in lieu of notice.

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

In the case of students, they must be notified on the day before of any change to his/her schedule or be given an additional two (2) hours pay if the schedule is changed for a school day and four (4) hours pay if the schedule is changed for a non school day.

(m) Requested Time Off Calendar

A Time Off Calendar will be posted in the same location as posted schedules. Prior to the posting of schedules, employees may request time off on the calendar provided for this purpose. It shall be optional for the Employer to reduce their hours or days for any request made and granted after the posting of the work schedule. The Employer's agreement to such requests is not mandatory but shall not be unreasonably withheld.

(n) Consecutive Days Off

The Employer shall schedule consecutive days off for all full-time employees except where a full-time employee requests otherwise. Where possible, part-time employees shall have consecutive days off every second week. Where it can be demonstrated by the Shop Steward, to the Employer's satisfaction, that scheduling of consecutive days off can be accomplished without an adverse effect on the operation of the department, the Employer shall do so.

(o) 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 (1-1/2X) for time worked prior to the expiry of the ten (10) hour interval.

(p) Split Shifts

There shall be a daily starting time for each employee. Daily hours of work for full-time employees shall be consecutive, with the exception of meal periods. Part-time employees shall not be required to work a split shift except by mutual agreement between the employee and the Employer. Such

agreement shall be given by the employee in writing. When an employee has agreed to work split shifts and wishes to withdraw such agreement, twenty-four (24) hours notice shall be given to the Employer to take effect on the next posted schedule as per Section 5(1), above. Agreement and withdrawal of same shall only take place once per year during the life of the Collective Agreement.

Employees' daily hours of work shall be consecutive wherever possible, with the exception of meal periods.

(q) Late Closing Schedule

Cashiers scheduled to work store closing shifts shall not be scheduled later than thirty (30) minutes after store closing time, not only on the midnight shift but all closing shifts.

(r) Night Work Rotation

There shall be fair rotation of night work when the store is open for business insofar as this is practical for store operation. It is understood that students shall be excluded from this provision.

(s) Express Checkouts

Express Checkout duties will be rotated so that no Clerk Cashier will be required to serve more than three (3) hours per day in such duties. A premium of time and one half (1-1/2X) shall be paid for all hours over three (3) hours per day spent in the express checkout. It shall be the employee's responsibility to notify management when the three (3) hours are completed. An employee may finish the order in progress without the premium applying.

(t) Pay Day

Pay Day is every second Thursday, except where the observance of a general holiday alters that date. A statement of statutory and other deductions will be provided for hours earned up to the preceding Saturday.

Recording of All Time Worked

Management agrees to assume full responsibility in seeing that all employees are compensated for all time worked. Employees who fail to record all time worked shall, upon complaint of the Union, be disciplined as follows:

- 1st violation:..... written warning from the Union
- 2nd violation: ..... 1 week suspension without pay
- 3rd violation: ..... 2 week suspension without pay

**Section 6 CLASSIFICATION OF EMPLOYEES**

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1. General Clerks

To perform any duties in the store except as provided below, specific to other classifications.

2. Clerk-Cashiers

Duties restricted to the following:

- Floral Department
- Checkstand duties
- Office work
- File maintenance

- Cleaning, housekeeping duties related to the checkstand and front lobby
- Stocking/Facing Shelves in the checkstand area
- Shopping for customers

3. Meat Cutters

Any duties related to the cutting and preparation of meat department product. It is understood some meat clerk duties may be performed by meat cutters, but meat clerks shall not lose hours by virtue of this overlap.

4. Meat Clerk

Any duties involved in receiving shipments, wrapping, packaging and display of meat department product. Also included is the clean-up of the meat department. A meat clerk may also assist in meat cutter duties such as meat grinding, etc.

5. Deli Department

Any duties related to the operation of the deli department.

6. KFC/Pizza Hut/Baskin & Robbins

Any duties related to the operation of these franchises. It is understood that to achieve optimum customer service, employees of KFC, Pizza Hut, Baskin & Robbins may assist in the deli department or bakery department and visa-versa.

7. Bakery

Any duties related to the operation of the bakery department.

**Section 7 WAGES**

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***(a) (i) WAGE SCHEDULE: For Employees Hired Prior to Ratification in 2000***

GROCERY FLOOR

Name	Hire Date		09-01-2000	09-01-2001	09-01-2002	09-01-2003	09-01-2004
Gordon Long (FT)	1990	\$20.00	\$20.25	\$20.50	\$20.60	\$20.75	\$21.00
Lenore Swift	1988	\$20.00	\$20.25	\$20.50	\$20.60	\$20.75	\$21.00
Dave Cote (FT)	1991	\$16.00	\$16.50	\$16.75	\$17.00	\$17.50	\$18.00
Bob Higginbottom (FT)	1992	\$17.00	\$17.25	\$17.50	\$17.75	\$17.85	\$18.00
Paul Woodhouse	1997	\$8.50	\$9.25	\$10.00	\$10.75	\$11.25	\$11.75
Ryan Beddington	1999	\$8.50	\$9.25	\$10.00	\$10.75	\$11.25	\$11.75

CASHIERS

Name	Hire Date		09-01-2000	09-01-2001	09-01-2002	09-01-2003	09-01-2004
Carolyn Dame (FT)	1992	\$15.25	\$15.75	\$16.00	\$16.50	\$16.75	\$17.00
Debbie Miller	1992	\$14.75	\$15.00	\$15.25	\$15.50	\$15.75	\$16.00
Anne-Marie Brednow	1991	\$11.75	\$12.50	\$13.25	\$14.25	\$15.25	\$16.00
Shelly Schneider	1994	\$11.00	\$12.00	\$13.25	\$14.25	\$15.25	\$16.00
Pam Moore	1994	\$10.50	\$10.75	\$11.00	\$11.25	\$11.50	\$11.75
Crystal Egely	1995	\$9.75	\$10.00	\$10.25	\$10.75	\$11.25	\$11.75
Shelley Webb	1997	\$9.25	\$9.75	\$10.25	\$10.75	\$11.25	\$11.75
Lynne Corbett	1997	\$9.25	\$9.75	\$10.25	\$10.75	\$11.25	\$11.75
Valerie Doucette	1997	\$9.25	\$9.75	\$10.25	\$10.75	\$11.25	\$11.75
Kristin Stotts	1997	\$9.25	\$9.75	\$10.25	\$10.75	\$11.25	\$11.75

PRODUCE

Name	Hire Date		09-01-2000	09-01-2001	09-01-2002	09-01-2003	09-01-2004
Jim Clarkson (FT)	1995	\$17.00	\$17.25	\$17.50	\$17.75	\$17.85	\$18.00
Jason Bartlett	1997	\$8.50	\$9.25	\$10.00	\$10.75	\$11.25	\$11.75
Logan Lee	1998	\$8.50	\$9.25	\$10.00	\$10.75	\$11.25	\$11.75

MEAT

Name	Hire Date		09-01-2000	09-01-2001	09-01-2002	09-01-2003	09-01-2004
Dave Watts (FT)	1998	\$15.00	\$15.75	\$16.25	\$16.75	\$17.25	\$18.00
B. Murgatroyd (FT)	1988	\$16.00	\$16.25	\$16.35	\$16.50	\$16.75	\$17.00
Kate Noel	1999	\$8.50	\$9.25	\$10.00	\$10.75	\$11.25	\$11.75

BAKERY

Name	Hire Date		09-01-2000	09-01-2001	09-01-2002	09-01-2003	09-01-2004
Elaine Torrayer (FT)	1989	\$14.50	\$15.00	\$15.50	\$16.00	\$16.50	\$17.00
Anna Vanstone	1992	\$10.25	\$10.75	\$11.50	\$12.00	\$12.50	\$13.00
Paulette Gaudette	1998	\$9.25	\$9.75	\$10.25	\$10.75	\$11.25	\$11.75
Heidi McLennan (S)	1998	\$7.50	\$8.00	\$8.25	\$8.50	\$8.75	\$9.00

DELI

Name	Hire Date		09-01-2000	09-01-2001	09-01-2002	09-01-2003	09-01-2004
Ester McLennan (FT)	1997	\$15.25	\$15.50	\$15.75	\$16.00	\$16.50	\$17.00
Julie Tait	1992	\$10.25	\$10.75	\$11.50	\$12.00	\$12.50	\$13.00
Connie Cote	1998	\$9.25	\$9.75	\$10.25	\$10.75	\$11.25	\$11.75

KFC/PH/B&R

Name	Hire Date		09-01-2000	09-01-2001	09-01-2002	09-01-2003	09-01-2004
Tracy Jackson (FT)	1997	\$10.25	\$10.75	\$11.00	\$11.25	\$12.00	\$13.00
Darla Bono	1997	\$9.25	\$9.75	\$10.00	\$10.25	\$10.50	\$10.75
Bev Wilson	1997	\$9.25	\$9.75	\$10.00	\$10.25	\$10.50	\$10.75
Jean Lukinuk	1999	\$8.50	\$9.00	\$9.50	\$10.00	\$10.35	\$10.75
Meghan Hinton	1999	\$8.50	\$9.00	\$9.50	\$10.00	\$10.35	\$10.75
Bryanna Shiels (S)	1999	\$7.50	\$8.00	\$8.25	\$8.50	\$8.75	\$9.00
Tanya Sjoberg (S)	1999	\$7.50	\$8.00	\$8.25	\$8.50	\$8.75	\$9.00

Note: In the above table, (FT) means Full-time and (S) means Student. All other employees listed above are part-time.

**(a) (ii) WAGE SCHEDULE: For employees hired after ratification, 2000**

New Hire Wage Schedule - General Clerk, Clerk Cashier, Meat Clerk, Bakery Clerk, Deli Clerk

New Hire (After Ratification 2000)	Seniority Years					
	Start	Year 1	Year 2	Year 3	Year 4	Year 5
	\$8.50	\$9.25	\$10.00	\$10.75	\$11.25	\$11.75

Students (Hired After Ratification 2000)	Seniority Years					
	Start	Year 1	Year 2	Year 3	Year 4	Year 5
	\$7.50	\$8.00	\$8.25	\$8.50	\$8.75	\$9.00

Once a student has graduated from school, a student employee will proceed to regular employee status. Their seniority as a regular employee will commence the week following graduation and they will receive the next highest rate from their current wage rate on the regular wage grid.

When a student becomes a regular employee (non-student) they shall proceed to the Schedule #1 at the next highest rate on Schedule #1.

KFC, etc. (Franchises) (Hired After Ratification 2000)	Seniority Years					
	Start	Year 1	Year 2	Year 3	Year 4	Year 5
	\$8.50	\$9.00	\$9.50	\$10.00	\$10.35	\$10.75

**(a) (iii) WAGE SCHEDULE: Classification Movement Schedule**

\*for moving into the higher-rated positions within a classification

Cashier	Year in New Position					
	1	2	3	4	5	6
	\$12.25	\$13.00	\$13.75	\$14.50	\$15.25	\$16.00

Meat Clerk/ General Clerk	Year in New Position					
	1	2	3	4	5	6
	\$12.25	\$13.25	\$14.00	\$15.00	\$16.00	\$17.00

\* Classification Movement Schedules not specified in #4 above will follow schedule of incumbent. (i.e., Assistant Bakery/ Assistant Deli Positions)

Notwithstanding the job posting language, Section 14 of the collective bargaining agreement, it is understood and agreed by the parties, that there are higher rated positions within each classification and these positions are paid accordingly. In the event that one of these positions is vacated, the position will be filled by classification by seniority within the classification. The employee who fills the position will be paid according to the schedule listed above at #4.

A higher rate position is a position with an hourly wage rate in excess of \$11.75 per hour as at 09/01/04.

The above language does not apply to vacancies of department managers and head cashier. In the event of a vacancy of a department manager or head cashier, the posting language of Section 14 of the collective bargaining agreement shall apply.

**(b) Relief Rate**

An employee relieving a department manager for more than three (3) shifts in a week shall be paid a \$1 per hour relief rate premium in addition to the employee's normal wage for time spent relieving.

**(c) Credit For Previous Experience**

All future employees shall be classified according to previous comparable supermarket experience. Previous comparable experience shall be granted on the following basis:

1. Out of the industry for less than one year, will receive credit for fifty percent (50%) of their previous experience to a maximum credit of twelve (12) months credit for previous experience.
2. Out of the industry for more than one year, will receive credit for fifty percent (50%) of their previous experience up to a maximum of six (6) months credit for previous experience.

**(d) Jury and Witness Duty**

An employee who is called for jury duty shall receive his or her regular pay for their scheduled workdays spent as a juror.

Proof of such requests shall be given to the Employer. Any monies received by employees on jury duty over and above travel and meal expenses, shall be given to the Employer within three (3) weeks of receipt of same.

Any employee called for witness duty for judicial proceedings that relate to the Employer's business shall be compensated as for above jury duty.

(e) Staff Meetings

Mandatory Staff meetings in excess of one (1) per year will be considered as time worked and will be paid at straight-time rates.

Staff meetings where attendance is optional may be held at any time and will not be considered as time worked.

(f) Equal Pay for Equal Work

The Employer shall not discriminate between male and female employees by paying a female employee at a rate of pay less than the rate of pay paid to a male employee, or vice versa, for the same work in the same classification performed in the same establishment.

A difference in the rate of pay between a female and a male employee based on any factor other than sex does not constitute a failure to comply with this provision.

(g) Cash Shortages

No employee shall be required to make up cash register shortages unless he/she is given the privilege of checking the money and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash register during the work shift and unless cash is balanced daily, except as specified below.

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

No employee shall be held responsible for cash shortages unless he/she has exclusive access to his/her cash.

## **Section 8 VACATIONS AND LEAVES OF ABSENCE**

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(a) Vacation Entitlement and Pay

Employees with the corresponding continuous years of employment with the Employer as a full-time or part-time employee will be entitled to the following vacation time off and vacation pay:

Employees on approved leaves of absence, except approved leaves of absence pursuant to Section 8(d) and (e) and approved leaves of absence in excess of thirty (30) continuous days pursuant to Section 8(f), shall be deemed to have worked for the purpose of "continuous years of service".

(b) Vacation Scheduling

The selection of holidays will commence with the most senior employee in the classification through to the least senior employee. Employees will choose their first two weeks of vacation, starting with the most senior employee and finishing with the most junior. This process will take one (1) week,

beginning February 1 of each year. The process will be repeated the following week for selection of the next two (2) weeks of vacation time and will continue until all employees have selected their vacations. If employees fail to request specific vacation time off by April 1, they can arrange their vacation at a later date at a time mutually acceptable to the supervisor.

(c) Vacation Time Off/ Vacation Pay

One (1) year or more .....two (2) weeks four percent (4%)  
Five (5) years or more .....three (3) weeks six percent (6%)  
Eight (8) years or more .....four (4) weeks eight percent (8%)

It is understood and agreed that the vacation entitlement of 4 weeks or 8% for employees with 8 years service or greater shall not apply until September 1, 2004, the fifth (5th) year of the agreement.

The pay to which an employee is entitled pursuant to this Section shall be paid to the employee not later than January 31, covering the calendar year ending December 31 of the previous year.

(d) Educational Leave

1. Employees, both full-time and part-time, with the equivalent of four (4) years or more of continuous full-time service with the Employer shall be entitled to an unpaid educational leave of absence for up to one (1) year without gain or loss of seniority as at the commencement date of the leave. One (1) employee only of the Employer shall at any one time be on educational leave. Where two (2) or more employees apply for educational leave, seniority shall prevail.

2. Employees shall apply for educational leave as far in advance of the anticipated commencement date of the leave as possible and no later than two (2) months in advance of the anticipated commencement date of the leave. The application shall specify the specific terms of the leave.

3. Employees on educational leave must be attending an accredited educational institution.

The parties reserve the right to discuss and resolve the application of this in any particular case.

4. While on education leave, the employee shall not take employment with a competitor of the Employer in the food business. A violation of this provision may result in termination.

5. Employees on educational leave shall not return to work with the Employer prior to the expiration of the educational leave without the Employer's permission.

6. Employees on education leave shall notify the Employer three (3) weeks prior to the expiration of the leave of their intention to return to the Employer at the expiration of the leave. A failure to notify the Employer shall result in a loss of the employee's right to be scheduled to hours of work at the expiration of the leave. A failure of the employee to return to the Employer at the expiration of the leave shall be deemed a self-termination (quit), unless there is proper and sufficient reason the employee is unable to fulfill his/her obligation.

(e) Leaves of Absence

Except as otherwise indicated in the Collective Agreement, applications for unpaid leaves of absence will be adjudicated on the basis of merit, compassion, length of service and the operational needs of the store. Unpaid leaves of absence shall not be unreasonably withheld.

1. Application for unpaid leave of absence without pay will be adjudicated by the Employer on the basis of merit, compassion, length of service and the operational needs of the Employer. No more than one (1) employee per classification to a maximum of two (2) employees of the Employer may be on an unpaid leave of absence from the Employer at any one time. Employees on such an unpaid leave of absence shall neither gain nor lose seniority.
2. Employees both full-time and part-time with the equivalent of the following years of continuous full-time service with the Employer shall be eligible for an unpaid leave of absence as indicated:

Equivalent Continuous Years of Full-Time Employment with the Employer	Unpaid Leave of Absence Entitlement
Five (5) years	One (1) month
Six (6) years	Two (2) months
Seven (7) years	Three (3) months
Eight (8) years	Four (4) months
Nine (9) years	five (5) months
Ten (10) years	six (6) months

3. An employee who has taken an unpaid leave of absence shall not be entitled to a further leave until the expiration of twelve (12) months from the date of expiration of the prior leave.
4. While on unpaid leave of absence an employee of the Employer shall not take employment with any competitor of the Employer in the food business. Violation of this provision may result in termination.
5. Employees shall apply in writing on letter-size paper for an unpaid leave of absence no later than two (2) months in advance of its anticipated commencement. Such application shall specify the duration of the leave request.
6. Employees shall not return to work with the Employer prior to the expiration of the unpaid leave without the Employer's prior permission.
7. Employees on unpaid leave of absence shall notify the employer in writing three (3) weeks prior to the expiration of the leave, of their intention to return to the Employer at the expiration of the leave. A failure to notify the Employer shall result in a loss of the employee's right to be scheduled to hours of work at the expiration of the leave. An employee who fails to return to the Employer at the expiration of the leave shall be deemed to have self-terminated (quit) unless there is proper and sufficient reason the employee is unable to fulfill his/her obligation.

(f) Take-A-Break Leave of Absence (TABS)

Employees will be entitled to apply for a Take-A-Break unpaid 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 TABs must be in writing and are subject to the approval of the Employer. Application must be provided to the Employer no later than one (1) month prior to the first day of the requested TAB.
2. Requests for TABs will be granted provided:

- there is another employee in the bargaining unit capable and available to fill any vacancy created by the TAB; and
- there is no other TAB previously granted for any part of the same period.

Otherwise the granting of the TAB request shall be in the Employer’s sole discretion.

3. While on a TAB, an employee of the Employer shall not take employment with any competitor of the Employer in the food business. A violation of this provision may result in termination.
4. An employee on a TAB shall not return to work prior to the expiration of the TAB, as granted, without the Employer’s prior permission.
5. An employee on a TAB shall return to work at the expiration of the TAB. A failure to do so shall be deemed a self-termination (quit).
6. The Employer shall maintain its contribution to health and welfare for the employees on TABs up to a maximum of eight (8) weeks per calendar year but not more than two (2) calendar weeks per calendar quarter.
7. Scheduled vacation time shall take precedence over the granting of a TAB.

**Section 9 SICK LEAVE BENEFITS, FUNERAL LEAVE, MATERNITY LEAVE**

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(a) Sick Days

1. Full-time employees shall be entitled to a maximum of four (4) paid days of sick leave per year.
2. Full-time employees who do not use their sick leave as above shall be entitled to extra paid days off as follows:

Entitlement (to be taken the following year and scheduled by mutual agreement with the Employer)	Number of sick days taken in previous twelve (12) months
Zero (0) sick days used	Five (5) paid days off
One (1) sick day used	Three (3) paid days off
Two (2) sick days used	Two (2) paid days off
Three (3) sick days used	One (1) paid day off
Four (4) sick days used	Zero (0) bonus

3. Part-time employees who have averaged thirty-six (36) hours or more per week in the previous twelve (12) months shall be entitled to a maximum of three (3) paid days of sick leave per year.
4. Part-time employees who do not use their sick leave as above shall be entitled to extra paid days off as follows:

Entitlement (to be taken the following year and scheduled by mutual agreement with the Employer)	Number of sick days taken in previous twelve (12) months
Zero (0) sick days used	Four (4) paid days off
One (1) sick day used	Two (2) paid days off

Entitlement (to be taken the following year and scheduled by mutual agreement with the Employer)	Number of sick days taken in previous twelve (12) months
Two (2) sick days used	One (1) paid day off
Three (3) sick days used	Zero (0) bonus

(b) Funeral Leave

In the event of a death in the immediate family of an employee, the employee will be granted a leave of absence of three (3) consecutive days. The days of the leave scheduled as working days shall be with pay. The term "immediate family" shall mean: spouse, parent, child, 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.

(c) Maternity Leave

An employee who is pregnant shall be given an unpaid maternity leave of absence for eighteen (18) weeks without loss of seniority or other privileges. Benefit coverage for this period shall be maintained by the Employer.

(d) Extended Maternity Leave

Following the exhaustion of the Maternity Leave of Absence, an employee may apply for an unpaid Extended Maternity Leave, not to exceed a further thirty-four (34) weeks.

Benefits maintained by the Employer shall continue to be maintained by the Employer for this period.

(e) Parental and Family Responsibility Leave

Employees will be entitled to these leaves in accordance with the provisions of the Employment Standards Act.

(f) 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 birth of his child or the adoption of pre-school-age child or children. The employee may use one (1) week's vacation at his option.

(g) Medical Reports

The Employer shall, at its request, be provided with a written medical verification of an employee's illness for sick leave. If a cost is incurred by the employee, the Employer shall pay up to twenty dollars (\$20.00) toward same.

Where the Employer requests a detailed medical report to verify an illness for sick leave, the Employer shall pay up to forty dollars (40.00) for same.

## **Section 10 HEALTH AND SAFETY COMMITTEE**

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The Employer agrees to maintain Health and Safety standards as set out in the Workers' Compensation Board Health and Safety Regulations, inclusive of the mandated Health & Safety Committee.

## **Section 11 HEALTH AND WELFARE BENEFITS**

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The Employer and eligible employees shall pay premiums, as set out below, to a third-party insurer for the insurer to provide the following benefits to eligible employees.

(a) Medical Services Plan

The Employer shall pay seventy percent (70%) of the premium and eligible employees shall pay thirty percent (30%) of the premium.

(b) Extended Health Benefits

1. The Employer shall pay seventy percent (70%) of the premium and eligible employees shall pay thirty percent (30%) of the premium for Extended Health Benefits as provided as of September 1, 2001.
2. The Extended Health Benefits coverage as set out in paragraph (b)(1) above shall be available to each employee who elects to accept such coverage upon becoming eligible for same, and his/her spouse and dependants as defined by the applicable insurer's plan and/or policies.
3. Eligibility: Employees who have worked forty (40) hours per week for three (3) consecutive months shall be immediately eligible for Extended Health Benefits coverage as detailed in paragraph (b)(1)(2) above. Further and commencing in the third year of this Agreement, employees who have worked thirty-two (32) hours or more per week for three (3) consecutive months shall be eligible for Extended Health Benefits coverage as detailed in paragraphs (b)(1)(2) above.
4. Continuing Eligibility: If an employee, having accepted Extended Health Benefits, as above, fails to maintain an average of the working hours necessary for eligibility and Employer premium contributions, as above, over four (4) consecutive calendar weeks, the Employer shall no longer be responsible for its contribution to the premiums and the employee may elect in writing to continue his or her Extended Health Benefits by paying one hundred percent (100%) of the premiums until the employee once again maintains an average of the working hours necessary for eligibility, as above, over four (4) consecutive calendar weeks.
5. Resumption of Benefits: If an employee elects to discontinue his or her Extended Health Benefits by failing to assume his or her share of the premiums for same, as above, the employee may thereafter become eligible for Extended Health Benefits by continuing his or her employment with the Employer and achieving an average of the working hours necessary for eligibility for four (4) consecutive calendar weeks. Once eligible, an employee may apply to the applicable insurer for Extended Health Benefits in a manner and form required by the applicable insurer's plan and/or policies. The acceptability or not of the employee's application shall be determined by the insurer.

## **Section 12 MANAGEMENT RIGHTS**

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The Union agrees that the management of the Company, including the right to plan, direct and control store operations, the direction of the working force and the termination of employees for proper cause, are the sole rights and functions of the Employer. During the first four (4) months of employment, new hires shall be on probation and will receive a written evaluation within three (3) months of employment. The decision whether or not to retain the employee's services shall be the sole right of the Employer. Any termination occurring during the probationary period shall not be subject to Sections 18, 19 and 20 of this Agreement. It is agreed that the

probationary period will not apply if it can be shown that an employee has been terminated for any lawful Union activity as set forth in Section 21(g) this Agreement.

Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of Management. The discharge of employees for alleged incompetency is, however, subject to grievance pursuant to Sections 18, 19 and 20 of this Collective Agreement, providing that such employees have been employed by the Employer four (4) calendar months or more. The parties agree that the foregoing enumeration of Management's rights shall not be deemed to exclude other recognized functions of Management not specifically covered in this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

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

### **Section 13 NOTICE OR PAY IN LIEU OF NOTICE**

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Commencing after four (4) months from date of employment, employees when terminated by the Employer, unless terminated for just and sufficient cause including, but not limited to, insubordination, dishonesty, drunkenness, 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:

Length of Continuous Service	Notice or Pay in Lieu of Notice
After four (4) months and 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

An employee shall provide the Employer with a written notice of self-termination (a quit) of not less than two (2) weeks.

For the purpose of this Section, wages shall be calculated pursuant to the Employment Standards Act and Regulation.

### **Section 14 SENIORITY**

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(a) Job Postings

During the term of this Agreement, where positions become vacant the position shall be posted and filled within the specific time limits as set out below.

The job posting shall contain:

1. the classification;
2. the closing date of the posting; and
3. the effective date of the posting.

The posted position shall be:

1. General Clerk
2. Clerk-Cashier
3. Meat Cutter

4. Meat Clerk
5. Deli Department
6. Bakery Department
7. KFC-Baskin & Robbins-Pizza Hut

Positions shall be posted and filled in accordance with the following procedure:

1. Positions shall be posted within five (5) days of the vacancy. The available position shall be posted in the store 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 Employer at the end of the posting period and shall be signed by the Store Manager and the Shop Steward (or other member of the Bargaining Unit in their absence) respectively in the store to confirm that the posting was publicly displayed for the required period.
2. Positions shall be opened to the applicant with sufficient ability and the necessary qualifications and where there are two (2) or more such applicants, seniority shall prevail.
3. Applicants must apply in writing. The applications shall be accepted by the Employer up to and including the closing date.
4. The name of the successful applicant along with their seniority date will be posted in the store within fifteen (15) days of original posting. The Employer will forward a copy to the Union.
5. The successful applicant shall not be eligible to apply for another posting for a period of six (6) months from the effective date of the job posting, provided the successful applicant has not been reduced to part-time as a result of a reduction in hours.

(b) Scheduling of Overlapping and Abutting Shifts

Where it can be shown that overlapping and 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 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. For the months of January, February, and March, the Employer shall have the option of scheduling by weekly seniority, rather than the daily hours of maximization.

(c) Restriction of Availability

A part-time employee who works less than the basic workweek and restricts his/her availability shall sign a form so advising the Employer. One copy of the form is to be mailed to the Union by the Employer. Such employee shall forfeit their right to claim any hours in excess of the number of hours to which they have restricted themselves. When reductions in hours occur, the junior employee, whether or not he/she is of restricted status, shall be reduced first. If an employee wishes to end his/her restricted status, the employee shall so advise the Employer in writing. The employee's full seniority rights shall begin from the date he/she advises the Employer of his/her full availability. An employee shall not be entitled to fill out a form as outlined above more than once per year unless otherwise mutually agreed.

A full-time employee who reverts to part-time status at his/her own request shall be considered to have restricted his/her availability and the foregoing shall apply.

Employees shall not be permitted to 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 the Employer and the employee.

The Employer will endeavour to schedule full eight (8) hour shifts, where requested by the employee.

(d) Departmental Staff Reductions

Where there are reductions in staff in departments of the store, such as a coffee bar or bakery counter, employees affected by such reduction shall be given a reasonable opportunity to adapt to the work in other departments in order to enable them to exercise their seniority.

It is understood the foregoing applies to all employees and that they may be reduced to the six (6) month experience category if their lack of experience in the new position justifies such action.

(e) Reduction and Increase of Hours

For purposes of this Section, there shall be 7 classifications:

1. General Clerk
2. Clerk-Cashier
3. Meat Cutter
4. Meat Clerk
5. Deli Department
6. Bakery Department
7. KFC-Baskin & Robbins-Pizza Hut

Where a reduction of hours per week is required, preference in available hours of work shall be given to senior employees in the same classification within the store.

It is understood that the employee shall assume their responsibility in notifying or in reporting any violation of the seniority clause in the allocation of hours at the earliest possible time. Any monetary adjustment or compensation arising from incorrect scheduling shall not be paid retroactively for a period greater than two (2) weeks prior to the issue being raised.

The Employer will attempt to maximize the number of hours of work for part-time employees in accordance with their seniority and the Collective Agreement, provided they have not restricted their availability. The foregoing does not imply an obligation to schedule more hours in any classification than the Employer has determined necessary.

(f) 1. Seniority, Definition

Seniority shall mean length of continuous service with the Employer. Seniority shall mean length of continuous service with the Employer. Leaves pursuant to Section 8(d) and (e) and leaves pursuant to Section 8(f) in excess of thirty (30) continuous days shall not be included in the calculation of continuous service.

2. Student Seniority

Once a student is no longer enrolled in school, a student employee will proceed to regular employee status. Their seniority as a regular employee will commence the week following the cessation of enrolment. They will proceed to the next highest rate from their current wage rate on the regular wage grid.

(g) Layoff and Recall

Length of continuous employment with the Employer shall govern in cases of layoffs and recall, provided the employee has the ability to perform the work required. Employees shall be laid off and recalled by classification as required. The foregoing shall not apply to: Assistant Managers (not more than two) and Department Managers as follows: Meat Manager, Produce Manager, Deli Manager, Bakery Manager, and KFC/BR/PH Manager.

Employees laid off in accordance with the above provisions by the Employer shall be recalled to work in order of length of service, provided:

1. No more that six (6) months has elapsed since the last day worked by the employee.
2. For employees with one (1) year or more of service, no more than twelve (12) months has elapsed since the last day worked by the employee.
3. The employee reports for work within twenty-four (24) hours from the time of recall.

If an employee, when contacted, for proper and sufficient reason is not immediately available to commence work, the next employee on the list will be hired temporarily. If the contacted employee cannot report for work until after three (3) working days, he/she will exchange his/her seniority with the next employee on the list who is immediately available for employment, until he/she is recalled, at which time he/she shall resume his/her original seniority status. If he/she does not report for work within one (1) calendar week from date of recall without proper reason, he/she shall be deemed as having self-terminated (quit) and dropped from the seniority list.

The employee shall keep the Employer informed of his/her current address and phone number. If the Employer is unable to contact the employee within five (5) working days, or if the employee when contacted refuses the employment without proper and sufficient reason by the end of the five (5) day period, the employee will be deemed to have self-terminated (quit) and dropped from the seniority list.

4. Employees rehired in accordance with Points 1 and 2 above shall retain their previous length of service for purposes of this Section and Section \_\_\_\_.

**Section 15 SEVERANCE PAY**

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

Full-Time Consecutive Service	Severance Pay
Up to two (2) years	One (1) week
Over two (2) years	One (1) week's pay for every year of full-time service to a maximum of ten (10) weeks

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

Should a full-time employee go to part-time and later lose his/her employment due to the circumstances set out in Section 15, then such employee shall be entitled to severance pay under this Section according to his/her years of full-time consecutive service only.

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

Employees who qualify shall not be entitled to the benefits contained in Section 13 of this Agreement.

## **Section 16 TIME OFF FOR UNION BUSINESS - STORE VISITS**

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### (a) Union Business

The Employer agrees that employees chosen to attend to Union business in connection with conventions, conferences or seminars shall be given a paid leave of absence time off up to seven (7) days according to the following formula:

1. Up to one hundred (100) employees in the Bargaining Unit  
- one (1) employee.
2. For each additional one hundred (100) employees or part thereof in the Bargaining Unit  
- one (1) employee but not to exceed a total of nine (9).

The Union shall notify the Employer at least one (1) week in advance of the commencement of all such leaves of absence.

Upon at least one (1) week's notice the Employer shall grant a paid leave of absence, for purposes of Union business, to one (1) employee on the following basis:

- Up to six (6) months' paid leave of absence without review and a further six (6) months by mutual agreement.
- Up to three (3) employees for Union negotiations until complete.

### Provincial Conference

In the event the Union should call a Provincial Conference, time off for Union business shall be granted according to the following formula:

1. One (1) employee of the Employer shall be granted time off.
2. Fifty (50) or more employees in the store  
- two (2) employees shall be granted time off.

The Employer shall be given at least three (3) weeks' notice of such conference.

The Employer will bill the Union and the Union will reimburse the Employer for wages paid to the employee and health and welfare contributions made on the employee's behalf during such absence.

(b) Store Visits of Union Representatives

Duly authorized full-time representatives of the Union shall be entitled to visit the stores for the purpose of observing working conditions, interviewing members, unsigned employees, and to ensure that the terms of the Collective Agreement are being implemented.

The interview of an employee by a Union Representative shall be permitted after notifying the Employer, and shall be:

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

Union Representatives shall be permitted to check employee time records, including work schedules, and in the event of any discrepancies, they shall be presented under Section 17 of this Agreement. It is understood the Union Representative may attempt to resolve problems with the Employer prior to implementation of Section 17.

**Section 17 SHOP STEWARD RECOGNITION**

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- (a) It is recognized that Shop Stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or elections.

The Employer agrees to recognize Shop Stewards and Alternate Shop Stewards for the purpose of overseeing the implementation of the terms of the Collective Agreement and for the purpose of presenting complaints and grievances to Bill Hawkins or his designate.

Shop Stewards may introduce new members to the Union on their own time to present membership cards for signature.

- (b) The Shop Steward and, in the absence of the Shop Steward, another member of the Bargaining Unit of the employee's choice, shall be present when a member of the Bargaining Unit:

1. is given a reprimand which is to be entered on the employee's personnel file;
2. is suspended or discharged.

When a Shop Steward is investigating a grievance or a complaint on Company time, the Steward must first obtain permission from the Employer. Such permission will not be unreasonably denied.

- (c) The Employer agrees to recognize Union Shop Stewards on the following basis:

1. Where there are less than fifty (50) employees in the bargaining unit

- not more than two (2) Shop Stewards.
- 2. Where there are fifty (50) or more employees in the bargaining unit
  - two (2) Shop Stewards and one (1) additional Shop Steward for every fifty (50) employees thereafter.
- 3. Alternate Shop Stewards will be recognized in the store when the Shop Steward is absent. The Union shall inform the Employer in writing of the Alternate Shop Stewards.

(d) Joint Union/Management Meetings

The Employer and the Union agree to hold Joint Union/Management meetings in the store at least once (1X) per quarter, initially with the Union Representative present.

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

**Section 18 GRIEVANCE PROCEDURE**

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- (a) 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, such Board to be established in the manner provided in Section 19 of this Agreement.

- (b) Any employee alleging wrongful dismissal may place his/her allegation before the Union representative and, if the Union representative considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by Section 20 of this Agreement.
- (c) The Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union.

**Section 19 BOARD OF ARBITRATION**

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- (a) Power of the Arbitrator

An Arbitrator will render a binding resolution to a grievance referred to him/her, but he/she shall not alter terms and conditions of the Collective Agreement.

- (b) Single Arbitrator

The parties agree to use a Single Arbitrator who shall be either Mr. Vince Ready, Mr. Stephen Kelleher, Ms. Judy Korbin or Colin Taylor, or such other Arbitrators as mutually agreed to.

(c) Arbitration Expenses

The parties agree to bear their own costs, including lost wages for witnesses, legal and travel costs. The parties will share equally the cost of the Arbitrator and the cost of the meeting room.

(d) Expedited Arbitration

At any time prior to arbitration, the parties may agree to refer to dispute to Section 104, Expedited Arbitration. If referred, the parties agree that the decision will be final and binding.

**Section 20 EXPEDITED ARBITRATION FOR SUSPENSION, DISCHARGE AND LAY-OFF**

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- (a) No employee shall be suspended or discharged without just and sufficient cause.
- (b) Notwithstanding Sections 18 and 19, the following procedure shall be used to resolve a grievance arising from a suspension or discharge or lay off:
1. Within seven (7) days of the suspension or discharge or lay off, the Union shall notify the Employer in writing of their grievance of same.
  2. Within seven (7) days of the Employer's receipt of the Union's written grievance, officers of the Employer and the Union, or their appointees, shall meet to attempt to resolve the grievance.
  3. A failure to resolve the grievance pursuant to (b) above shall result in the immediate submission of the grievance to arbitration before one of the following mutually agreeable arbitrators:
    - a) Blasina, B.
    - b) Kelleher, S.
    - c) Korbin, J.
    - d) McPhillips, D.
    - e) Munroe, D.
    - f) Ready, V.
    - g) Taylor, C.
  4. The Arbitrator chosen shall be the first Arbitrator contacted who is able to render a decision within thirty (30) days of the discharge or suspension. The order in which arbitrators are contacted shall be as follows:
    - a) alphabetically in the first arbitration under this Article, and;
    - b) thereafter alphabetically commencing with the first name following the Arbitrator who last rendered a decision pursuant to this Article.
  5. The Arbitrator shall render a decision within thirty (30) days of the suspension, discharge, or lay off.
  6. The Arbitrator shall base his/her decision on evidence submitted by the Union and by the Employer representatives, or their appointees.
  7. The Arbitrator's decision shall be final and binding on both parties.

8. Time limitation may be changed by mutual agreement.

## **Section 21 MISCELLANEOUS**

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(a) Maintenance of Adequate Heating Facilities

The Employer agrees to maintain adequate heating facilities in each store.

(b) Wearing Apparel

When 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.

Special clothing, such as rain capes and parkas, are to be supplied by the Employer where required. Members shall be permitted to wear sweaters, providing they are acceptable to the Employer.

(c) Tools and Equipment

All tools and equipment which are required to be used by the employees shall be supplied and kept in repair by the Employer at no cost to the employee. These items must be kept on the premises.

(d) Time Off to Vote

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

(e) Polygraph Test:

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

(f) Information

In any grievance regarding hours worked by an employee and the amount paid to an employee, the Employer shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the grievance procedure shall apply.

The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

(g) Intimidation

No employee shall be discharged or discriminated against for any lawful union activity, or for serving on a union committee outside of business hours, or for reporting to the Union the violation of any provision of this Agreement.

If an employee walks off the job and alleges management has deliberately coerced or intimidated him/her into such action, the employee shall have a "cooling off period" of no more than three (3) consecutive calendar days to return to work without back pay, failing which the employee shall be deemed as having self-terminated (quit) his or her employment without further recourse pursuant to this

Collective Agreement. An employee returning to his or her employment within three (3) days of walking off the job may grieve the allegation of coercion or intimidation against the Employer no later than five (5) calendar days after the incident that gave rise to the allegation.

This Section is not to be construed to restrict management personnel from reprimanding an employee as required by his/her position to maintain the proper operation of the store.

(h) Picket Lines

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

(i) Deemed Time Worked

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.

(j) Lockers

The Employer shall provide lockers to employees, as required.

(k) Bulletin Board

One bulletin board will be supplied by the Union and will be placed in the staff room or other area in the store as mutually agreed. It is understood that the bulletin board is the property of the Union and shall be for their exclusive use.

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

1. Meeting notices
2. Health and Welfare
3. Safety information

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

(l) Harassment

The Employer and the Union jointly recognize the right of employees to work in an environment free from harassment, including sexual harassment and discrimination. Where an employee alleges harassment or discrimination, the employee shall have the right to grieve under the Collective Agreement. Where an allegation of harassment has been received by the Employer and/or the Union it will be investigated on a priority basis. It is understood and agreed that the Employer shall have no liability for harassment or discrimination where the Employer has not by either act or omission condoned or failed to take action to remedy such harassment or discrimination.

(m) Employee's Personnel File

A copy of any formal discipline report to be entered on an employee's file will be given to the employee. The employee will be required to sign management's copy. Such signature will indicate receipt of formal reprimand only. It is understood that any disciplinary record on file at the time of implementing the above will not be invalid because the employee does not have a copy.

Subject to giving the Employer reasonable advance notice, employees shall have access to their personnel file outside of the relevant employee's scheduled working hours.

(n) Discipline Interview

Where an employee attends an interview with management for the purpose of receiving a formal discipline report or for a security interview, the employee shall have the right to a Shop Steward or a witness of his/her choice. If during any other private corrective interview with management it is determined that there will be a discipline report on the employee's record or the employee feels there is a violation of Section 19(i), the interview may be temporarily suspended so that the employee may call in a Shop Steward or a witness of his/her choice. Any witness used by the employee in the above situations will be another employee working in the store at the time the interview is being held. It is understood the Shop Steward or witness is an observer and not a participant. It is also understood that the communication or reiteration of Employer policy is not "discipline" for the purposes of this Section.

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.

(o) Adjustments (Technological Change)

Adjustments will be handled as per Section 54 of the British Columbia *Labour Relations Code*:

1. If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies,
  - a) The employee shall give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected, and
  - b) After notice has been given, the Employer and trade union shall meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
    - (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;
    - (ii) human resource planning and employee counseling and retraining;
    - (iii) notice of termination;
    - (iv) severance pay;
    - (v) entitlement to pension and other benefits including early retirement benefits;
    - (vi) a bipartite process for overseeing the implementation of the adjustment plan.
2. If, after meeting in accordance with Subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Employer and the Union.

3. Subsections (1) and (2) do not apply to the termination of employment of employees exempted by Section 65 of the *Employment Standards Act* from the application of section 64 of that Act.

**Section 22 EXPIRATION AND RENEWAL**

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This Agreement shall be for the period from and including September 1, 1999, to and including September 30, 2004, and from year to year thereafter, subject to the right of either party to the Agreement, within four (4) months immediately preceding September 30, 2004, or any subsequent anniversary date thereafter to:

- (a) Terminate this Agreement, in writing, effective September 30, 2004, or any subsequent anniversary thereof,
- (b) Require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

- 1. The Union gives notice of strike in compliance with the Labour Relations Code of British Columbia, or
- 2. The Employer gives notice of lockout in compliance with the Labour Relations Code of British Columbia.

The operation of Section 66 (2) of the Labour Relations Code of British Columbia is hereby excluded.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_ .

**FOR THE UNION**  
UFCW, LOCAL 1518

**FOR THE EMPLOYER**  
PORT McNEILL FOODS LTD. (IGA #44)

---

Brooke Sundin, President

**LETTER OF UNDERSTANDING #1**

---

Exclusions

Michael Hawkins and William Hawkins, sons of the co-owners, Bill and Louise Hawkins, shall be excluded from the Bargaining Unit. However, if in the future either Michael or William Hawkins cease employment at the IGA #44, Port McNeill, their positions of Meat Manager and Produce Manager will form part of the Bargaining Unit.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**FOR THE UNION**  
UFCW, LOCAL 1518

**FOR THE EMPLOYER**  
PORT McNEILL FOODS LTD. (IGA #44)

---

Brooke Sundin, President

**LETTER OF UNDERSTANDING #2**

---

Rand Formula

It is understood and agreed that employees of Port McNeill Foods Ltd., IGA #44, on payroll as at certification, January 22, 1999, will be subject to the "Rand Formula" in respect to union membership. In other words, union membership will be optional for these employees, but all employees will be required to pay union dues.

Employees hired after certification, January 22, 1999, will be required to join the Union.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**FOR THE UNION**  
UFCW, LOCAL 1518

**FOR THE EMPLOYER**  
PORT McNEILL FOODS LTD. (IGA #44)

---

Brooke Sundin, President

**LETTER OF UNDERSTANDING #3**

---

Night Crews

In the event the Employer wishes to implement a regular night shift, the Employer shall meet with the Union and the Shop Stewards of the affected store(s). The purpose shall be to develop a fair system of scheduling and rotation of the night crew.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**FOR THE UNION**  
UFCW, LOCAL 1518

**FOR THE EMPLOYER**  
PORT McNEILL FOODS LTD. (IGA #44)

---

Brooke Sundin, President

**LETTER OF UNDERSTANDING #4**

---

Robert Higginbottom and Kate Noel

The Employer and the Union agree that the existing practice of using Robert Higginbottom and Kate Noel in the Meat Department classifications respectively will continue. Both Mr. Higginbottom and Ms. Noel will accumulate seniority in their "home" classification while performing duties outside of their classification.

Concerning Ms. Noel, it is further understood and agreed as follows:

- Department: Kate Noel's department shall be the Deli Department.
- Relief: Kate Noel may be used in the Meat Department in relief of another employee.
- Normal: Outside of relief work in the Meat Department, Kate Noel may work hours in both the Deli and Meat Departments but the total of such hours may not exceed the total hours during the same period as the next most senior person in the Deli Department.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**FOR THE UNION**  
UFCW, LOCAL 1518

**FOR THE EMPLOYER**  
PORT McNEILL FOODS LTD. (IGA #44)

---

Brooke Sundin, President

**LETTER OF UNDERSTANDING #5**

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Drug and Alcohol Assistance Program

The Employer 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. This letter does not obligate the Employer to any financial payment or obligation.

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

**FOR THE UNION**  
UFCW, LOCAL 1518

**FOR THE EMPLOYER**  
PORT McNEILL FOODS LTD. (IGA #44)

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Brooke Sundin, President

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