

RETAIL WHOLESALE UNION AGREEMENT

BETWEEN:

**RETAIL WHOLESALE UNION LOCAL 580**

**AND:**

**CHOICE WAREHOUSE AND DISTRIBUTION**

DURATION OF AGREEMENT:

From: September 1, 2003

To: August 31, 2006

-2-  
RETAIL WHOLESALE UNION LOCAL 580  
-and-  
CHOICE WAREHOUSING AND DISTRIBUTION

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031030

THIS AGREEMENT entered into this 14th day of November, 2003.

BETWEEN:

**RETAIL WHOLESALE UNION LOCAL 580**  
(hereinafter referred to as the "Union")

OF THE FIRST PART;

AND:

**CHOICE WAREHOUSING AND DISTRIBUTION**  
(hereinafter referred to as the "Company")

OF THE SECOND PART;

It is hereby agreed that this Agreement shall come into full force and effect upon ratification by the membership of the Retail Wholesale Union, Local 580, employed by the above Company and upon ratification by the Company.

WITNESSETH:

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

**ARTICLE 1 - DEFINITION**

1.1 The term "employee" or "employees" as used in this Agreement refers to employees of the Company who are covered by this Agreement, except those excluded by the code.

1.2 The masculine pronoun shall include the feminine and the singular shall include the plural and vice versa.

**ARTICLE 2 - UNION RECOGNITION**

2.1 The Company recognizes the Union as the exclusive bargaining agent for the employees as defined in Article 1 during the term of this Agreement and agrees to negotiate with a committee selected by the bargaining unit, looking toward a peaceful and amicable settlement of any differences that may arise between the Company and the Union. The said committee shall be employees of the Company and shall be entitled to have associated with it a duly accredited representative of the Retail Wholesale Union. It may be necessary from time to time for the Union to appoint one or more employees to the Committee to fill vacancies, until elections can be held by the bargaining unit.

2.2 There shall be no discrimination against any member of the Union because of Union activities.

2.3 The Company shall provide bulletin boards. The bulletin board shall be for the purpose of posting Union notices, copies of this Agreement and official papers. All such materials may be posted or removed only upon the authority of officially designated representatives of the Union.

**2.4**

- (a) Where the business or part thereof is sold, leased or transferred, the purchaser, lessee, or transferee is bound by all the proceedings under this agreement before the date of the sale, lease or transfer, and the proceedings shall continue as if no change had occurred; and if a Collective Agreement was in force, that Agreement continues to bind the purchaser, lessee, or transferee to the same extent as if it had been signed by him.
- (b) The Company shall give notice of this Agreement to any purchaser, lessee or transferee of the business not later than the effective date of the sale. Notice shall be in writing and a copy of this notice delivered to the Union.
- (c) The Company shall give reasonable notice in the event of closure.

**2.5** Jobs presently being performed by employees in the Bargaining Unit shall not be contracted out if such contracting out results in a lay-off of Bargaining Unit members.

**2.6** Representatives of the Union shall have reasonable access to the employees for the lawful transaction of Union business.

**ARTICLE 3 - UNION SECURITY**

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

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

All Union dues, initiation fees and assessments so deducted shall be remitted by the Company to the Secretary of the Union within fourteen (14) days after the date of said deduction.

The Company agrees to submit deductions and names in alphabetical order on forms supplied by the Union, or on an approved format, providing an explanation for each employee for whom deductions were not made, i.e.:

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

**3.3** Only members of the bargaining unit shall perform bargaining unit work. This will not prevent the Company or its designates from performing their normal duties or working in an emergency or urgent situation.

**ARTICLE 4 - MANAGEMENT**

**4.1** The Management of the Company and the direction of the work force including the right to plan, direct and control the Company's operations to maintain discipline and efficiency of the employees and to require employees to observe Company rules and regulations; to hire; lay-off; or relieve employees from duties; to promote and transfer subject to the provisions of Article 7 - Seniority; suspend; and discharge employees for cause, are to be the sole right and function of the Employer.

**4.2** Management shall have the sole right to demote for proper cause. Demotions for other reasons shall be subject to the same principles as used for promotions and transfers in Article 7.

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

**ARTICLE 5 - HOURS OF WORK**

**5.1**

(a) The standard hours of work for all employees shall be eight (8) hours per day and forty (40) hours per week, Monday to Sunday inclusive.

(b) Hours of Work shall be set out in Appendix "A"

**5.2** Time worked in excess of the standard hours of work as herein specified shall be considered as overtime and overtime rates shall be as follows:



(a) Time and one-half (1-1/2 x) the regular rate for the first three (3) hours shall be paid before and after any regular shift Monday to Sunday inclusive. Double time shall be paid thereafter. It is understood that employees can receive their overtime as accumulated time off as agreed between the employer and employee.

(b) Time and one-half (1-1/2 x) shall be paid for all work performed on a statutory holiday, or any other so declared by the Provincial, Federal or Civic Governments:

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

(c) Employees shall be entitled to all Statutory Holidays specified in Sub-section (b) of this Article with pay regardless as to whether they fall on a regular scheduled work day or not. Such pay to be at the employee's present rate of pay including appropriate premium pay. In the case of an employee, who is temporarily working in a classification calling for a higher rate than the employee's regular rate for the period of one week or more, in which week the statutory holiday occurs, then the employee's pay for the statutory holiday will be at the higher rate. In order to qualify for the higher rate, the employee must perform the higher rated work both before and after the holiday.

(d) All employees shall have a fifteen (15) minute rest period midway during each work period of three hours or more with pay. Rest periods shall be arranged so that all employees shall enjoy the benefits of the full period in a place providing the opportunity to take a snack.

**5.3** Where an employee hired for work and receiving less than the hours in his regular shift shall choose either to be paid for four (4) hours and allowed to leave, or to remain on the job for the balance of this shift, and to perform such work for the remaining period of time as the Company deems available. Where an employee chooses to perform work for the remaining period of time, he shall be paid at his regular rate of pay or the rate of the other work whichever is greater.

- (a) When new job classifications are established or existing job classifications are changed by changes in the character of duties and responsibilities as deemed necessary or advisable by the Company, the Union shall be advised immediately in writing with a copy of the letter to the Grievance Committee Chairperson. A rate shall be set by the Company. If, after a trial period of not less than thirty (30) days, the Committee deems the rate adjustment made by the Company to be unsatisfactory, the dispute shall be settled pursuant to the Grievance Procedure herein provided.
- (b) In the event job classifications are deleted or the character of duties and responsibilities of the job classification are changed which will affect the employment status of an employee, the Union will be advised in writing of such deletion or change.

The Company will meet with the Committee to inform them of changes in staff resulting from such deletion or change in a job classification and any dispute arising therefrom shall be settled pursuant to the Grievance Procedure herein provided.

**5.4** The Company agrees that overtime will be voluntary. The Union agrees that its members shall not unreasonably refuse to work overtime when requested to do so. No employee will or can work overtime without the consent of the Management.

5.5 All overtime shall be by Company seniority in the classification where such overtime is required.

5.6 The Management and the Union Committee shall, by mutual agreement only, arrange for any changes in the starting and stopping times of hours of work or for meal periods, as set out in Appendix "A".

#### **ARTICLE 6 - WAGES**

6.1 Wages and classifications of work are attached hereto and known as Appendix "B"

#### **6.2**

(a) When an employee is temporarily removed from his regular work and placed on other work, he shall be paid his regular rate of pay or the rate for the other work, whichever is greater.

(b) Regular employees covered by this Agreement shall be paid not less frequently than once every second week. The Company shall provide every employee covered by this Agreement with a separate or detachable written or printed itemized statement in respect of all wage payments made to such employee. Such statement shall set forth the pay period, the total hours worked, the total overtime hours paid at premium rates, the rate of wages applicable to date, and itemized deductions made from gross wages.

#### **ARTICLE 7 – SENIORITY**

7.1 There shall be a seniority list for all employees with the original date of hire.

**7.2** The Company will supply the Secretary of the Union with a Seniority Lists in triplicate of all employees covered by this Agreement upon request. Said lists to contain names, classifications and original date of employment of each employee covered by this Agreement.

**7.3** When a vacancy occurs, the Company shall make a temporary appointment to fill the job and the job shall be bulletined immediately for three (3) working days, during which time employees may make written application to the Company for the job.

Thereafter, the Company shall make a permanent appointment within three (3) working days after the period of posting. All notices of job vacancies referred to in this Section are to be bulletined immediately a job vacancy occurs.

It is agreed, employees absent from the Company shall be automatically considered as applicants.

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

**7.5** Seniority shall be lost if an employee.

- (a) voluntarily leaves the employ of the Company, or
- (b) is discharged and not reinstated under the terms of this Agreement, or
- (c) is absent without leave for a period greater than five (5) working days, or

- (d) after recall from lay-off fails to return to work within the five (5) working days after being recalled.
- (e) after notifying the Company of his intent to return to work, fails to report to work as set out in (d) above.
- (f) is laid off and not recalled for 12 months at which time the Company and the Union shall mutually agree whether or not to delete the employee's name from the seniority list or to review his chances of re-employment at a later date.

**7.6** Employees shall be regarded as probationary for the first sixty (60) days worked and during this period employees shall acquire no seniority or reemployment rights and may be terminated at the Employer's discretion for any bonafide reason.

After completion of such period of employment, the names of such employees shall be placed upon the seniority list in order of original hiring date. Probationary employees shall have access to the applicable provisions of the Collective Agreement.

Probationary employees will be given a written assessment at the completion of thirty (30) days worked during the probation period.

**7.7** Promotions: length of service shall be the governing factor in promotions providing the factors of being capable, merit and ability are relatively equal among those involved. In the event a senior applicant is not given a trial period, management shall discuss the matter with the Grievance Committee prior to filling the job.

#### **ARTICLE 8 – VACATIONS**

**8.1** Employees who have the following records of service with the Company shall be entitled to the following vacations with pay.

- (a) Any new employee shall be paid four percent (4%) vacation allowance of their gross earnings up to December 31st of the applicable year.

The new employee shall be scheduled for two (2) weeks paid vacation in their next calendar year of employment.

- (b) Those with one (1) year or more - two (2) weeks at their regular rate of pay or 4% of gross earnings.
- (c) Those with three (3) years or more - three (3) weeks at their regular rate of pay or 6% of gross earnings.
- (d) Those with eight (8) years or more - four (4) weeks at their regular rate of pay or 8% of gross earnings.
- (e) Those with fifteen (15) years or more - five (5) weeks at their regular rate of pay or 10% of gross earnings.

**8.2** Before leaving on vacations, employees shall be entitled to their vacation pay.

**8.3** The selection and allocation of vacations shall be awarded on the basis of seniority. Vacation selection must be completed by March 31st of each year.

**8.4** If any statutory holiday occurs during the period of the annual holiday taken by an employee, the said annual holiday shall be increased by one (1) working day and the employee shall be paid in addition to his annual holiday pay allowance thereof, the wage which he would have received had the employee worked, or alternatively, the employee may extend his holiday one (1) additional day with pay.

**8.5** Employees leaving the employ of the Company shall be paid a vacation allowance in the amount of the following, either from the date of employment or the last vacation period, whichever may be applicable:

- (a) Less than one (1) year - four (4%) percent of gross earnings.
- (b) One (1) year or more - two (2) weeks or four (4%) percent of gross earnings.
- (c) Three (3) years or more - three (3) weeks or six (6%) percent of gross earnings
- (d) Eight (8) years or more - four (4) weeks or eight (8%) percent of gross earnings.
- (e) Fifteen (15) years or more - five (5) weeks or ten (10%) percent of gross earnings.

**ARTICLE 9 - SAFETY AND HEALTH**

**9.1** The Company shall provide rest rooms and sanitary facilities and make provisions for the safety and health of its employees at the plant during the hours of their employment. Protective devices, special wearing apparel and other equipment necessary to properly protect its employees from injury shall be provided by the Company.

It will be mandatory to wear Safety Footwear. The Company will reimburse employees an amount up to one hundred and forty dollars (\$140.00) biennially on presentation of proof of purchase of safety footwear.

**9.2** There shall be a Safety Committee as provided for under the Workers' Compensation Act, composed of equal representation on behalf of the Company and the Union and monthly meetings of the said committee shall be held.

#### **ARTICLE 10 - GRIEVANCE PROCEDURE**

**10.1** In case of a grievance arising, an honest effort shall be made to settle the difference in the following manner.

**10.2** There shall be a Grievance Committee, consisting of two (2) employees, designated by the Union, who are actually then in the employ of the Company and who will be afforded such time off as may be required to attend meetings with the Management held at the request of the Management or the Committee. Minutes of the meetings shall be kept, signed by both parties, one copy to be retained by the Company and one by the Union.

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

**10.4** In the case of any grievance or a question relating to the application, operation, interpretation or alleged violation of this Agreement, the following steps shall be taken:

**FIRST:** Between the aggrieved employee, the immediate supervisor, and Shop Steward: a decision to be rendered within twenty-four (24) hours failing to reach a settlement, Step Two to be invoked within the next seven days.



- SECOND:** The grievance shall be written on proper grievance forms and presented by a member of the Grievance Committee to the Management; a decision to be rendered within seventy two (72) hours failing to reach a settlement, Step Three to be invoked within the next seven days.
- THIRD:** A meeting will be held between the Representative of the Union, the Grievance Committee and the Management; failing to reach a satisfactory settlement, Step Four to be invoked within thirty (30) days.
- FOURTH:** The grievance shall be submitted to arbitration. The parties shall first endeavour to agree on a single arbitrator and if the parties fail to agree, the following provisions for a three (3) man Arbitration Board will apply. The Union shall nominate one arbitrator and the Company shall nominate one arbitrator. Nominations shall be made within forty-eight (48) hours of this step being taken, thereafter, Step Five shall be invoked.
- FIFTH:** The arbitration shall attempt to nominate an impartial arbitrator who shall act as Chairman of the Arbitration Committee. Failing to agree upon such impartial arbitrator within a further twenty-four (24) hour period, the Minister of Labour shall be requested to appoint such impartial arbitrator. In case of a grievance involving the interpretation or violation of this Agreement, majority decision of the arbitration committee shall be final and binding on both parties to the Agreement.

**10.5** In case of a grievance involving the dismissal of an employee, the first step of the grievance procedure may be omitted.

**10.6** It is mutually agreed that the operation of Sub-section 1, Section 87 of the Labour Code of British Columbia Act is specifically excluded from this Agreement.

**10.7** The Parties shall equally share the expenses and fees of the Arbitrator.

**10.8** The time limits established in this Article may be altered by the written mutual agreement of the Parties, such agreement not to be unreasonably withheld.

#### **ARTICLE 11 - DISCHARGE CASES**

In the event an employee be discharged or laid off and he or she believes that he or she has been unjustly dealt with, such discharge or lay-off shall constitute a case arising under the method of adjusting grievances herein provided. In the event it should be decided that an injustice has been dealt an employee, the Company shall reinstate such employee and pay full compensation for time lost, or any lesser amount as may be agreed upon between the Company and the Union or as may be determined by the Arbitration Board.

#### **ARTICLE 12 - LAY OFF NOTICES**

Two weeks' notice or two weeks' pay in lieu of notice shall in the event of a permanent layoff be given an employee who has completed his probationary period.

#### **ARTICLE 13 - JURY DUTY PAY**

**13.1** An employee summoned to jury duty or subpoenaed as a witness shall be paid their regular wages they would have earned had they worked on such day(s), less what they receive from the government for the jury duty.

**13.2** Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on jury duty and actual work on the job in one day shall not exceed eight (8) hours for purposes of establishing the basic work day.

Any time worked on the employee's regular job in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the Contract.

**13.3** Jury duty pay as defined by 13.1 shall be for a maximum of two weeks unless an extension is mutually agreed between the Company and the Union.

#### **ARTICLE 14 - LABOUR DISPUTE**

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

#### **ARTICLE 15 - SICK LEAVE**

Upon completion of the probationary period employees shall be entitled to accumulate one-half (1/2) day sick leave credit per month.

An employee who does not use all or any part of the annual sick leave allowance may opt to place reimbursement for the unused days into an RSP account.

**ARTICLE 16 - LEAVES OF ABSENCE**

**16.1 Bereavement Leave**

- (a) In the event of the death of an employees parents, legal guardian, grandparents, children, sister, brother, spouse, step-parents, mother-in-law, father-in-law, the employee will be granted up to three (3) working days compassionate leave with pay.
- (b) Upon giving twenty-four (24) hours notice, an employee may be granted time off without pay for the purpose of attending a funeral of persons other than the aforementioned.

**16.2 Pregnancy Leave**

- 1) A pregnant employee who requests leave under this section is entitled to up to 17 weeks of unpaid leave
  - (a) beginning
    - (i) no earlier than 11 weeks before the expected birth date, and
    - (ii) no later than the actual birth date, and
  - (b) ending
    - (i) no earlier than 6 weeks after the actual birth date, unless the employee requests a shorter period, and

- (ii) no later than 17 weeks after the actual birth date.
- (2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 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 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) A request for leave must
  - a) be given in writing to the employer,
  - b) if the request is made during the pregnancy, be given to the employer at least 4 weeks before the day the employee proposes to begin leave, and
  - c) if required by the employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).
- (5) A request for a shorter period under subsection (1) (b) (i) must:
  - a) be given in writing to the employer at least one week before the date the employee proposes to return to work, and

- b) if required by the employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

Benefit coverage during pregnancy leave shall be maintained by the Company as per Article 19.

### **16.3 Parental Leave**

- (1) An employee who requests parental leave under this section is entitled to,
  - a) for a birth mother who takes leave under section 16.2 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under section 16.2 unless the employer and employee agree otherwise,
  - b) for a birth mother who does not take leave under section 16.2 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event,
  - c) for a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event, and

- d) for an adopting parent, up to 37 consecutive weeks beginning within 52 weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to 5 additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must
- a) be given in writing to the employer,
  - b) if the request is for leave under subsection (1) (a) or (b), be given to the employer at least 4 weeks before the employee proposes to begin leave, and
  - c) if required by the employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under section 16.2 and this section is limited to 52 weeks plus any additional leave the employee is entitled to under section 16.2 (3) or subsection (2) of this section.

The Employee has the option to continue or prepay the premium cost of welfare plans under Article 19.

**16.4 General Leaves of Absence** - A general leave of absence up to three (3) months leave without pay may be applied for at any time by giving written request to the immediate supervisor at least one (1) month prior to the commencement date of the requested leave. All leaves of absence must be approved in writing by the Company with a copy to the Union.

**16.5 Leaves for Union Business**

- (a) The Company will grant leave of absence without pay to the one employee who is appointed or elected to Union Office for a period up to and including one (1) year. Further leave of absence may be granted by mutual consent.
- (b) The Company will grant leave of absence without pay to not more than two employees who are elected as Representatives to attend Union meetings and Union Conventions in order that they may carry out their duties on behalf of the Union.

It is understood and agreed that employees who are on leave to attend meetings and conventions shall be paid from the Employer their regular pay and benefits while attending such functions.

The Employer will subsequently bill the local Union for the cost of such wages and benefits.

- (c) In order for the Company to replace the employee with a competent substitute, it is agreed that before the employee receives this leave of absence, as set forth in Clauses (a) and (b) above, the Company will be given due notice in writing; in the case of (a) - twenty (20) calendar days and in the case of (b) five (5) calendar days.
- (d) Members of the Negotiating Committee will be paid the days wage for all Negotiating meetings with the Company.



**ARTICLE 17 - AUTOMATION  
(TECHNOLOGICAL CHANGE)**

**17.1**

- (a) In the event the Company proposes the introduction of new technology or automated equipment that would result in a reduction of the work force in its operations, the Company agrees to give the Union reasonable advance notice in writing.
- (b) Where specialized training is required, the Company agrees to give present employees the first opportunity in accordance with Article 7. The Company shall pay the full cost of the required and approved training upon successful completion.

**ARTICLE 18 - PREFERENTIAL HIRING**

The right to select employees is vested in the Company. However, before selecting a new employee, the Company will enquire of the Union Office whether it has on its books, the name of any person who is probably a suitable applicant. If it has, the Company will, enable the Union's applicants to make application for the job and be interviewed. If the Company fails to hire an applicant recommended by the Union, the Company shall provide in writing the reasons the applicant was not hired.

**ARTICLE 19 - WELFARE PLANS**

The current senior member will receive one hundred percent of (100%) of his B.C. medical paid for by the Company.

The next senior member will receive seventy five percent (75%) of his B.C. medical paid for on ratification of the Collective Agreement. One year later will receive one hundred (100%) of his B.C. medical paid for by the Company.

The Company will pay fifty percent (50%) of the cost of Medical Services Plan of B.C., fifty percent (50%) of the Retail Wholesale Industry Dental Care Fund and fifty percent (50%) of the cost the Extended Medical Benefit Plan.

It is the Company's responsibility to administer the appropriate monies to the Medical Services Plan of B.C.

New employees will become eligible for B.C. medical:

- (a) Employed for two years, eligible for fifty percent (50%) medical coverage.
- (b) Employed for three years, eligible for seventy- five (75%) medical coverage.
- (c) Employed for four years, eligible for one hundred percent (100%) medical coverage.

Following an employee's fifth year of employment, the Company will increase its share of the cost for the Extended Medical Benefit Plan and the Retail Wholesale Industry Dental Care Fund by ten percent (10%) per year up to and including one hundred percent (100%) coverage.

The Company agrees to increase the paramedical expense maximums (as listed on page 2 of the current benefit booklet) from three hundred dollars (\$300) per year to five hundred dollars (\$500) per year.

**ARTICLE 20 - SEVERANCE PAY**

**20.1** When employment is terminated by the Company for reasons other than those set forth under Section 2 below, the Company in addition to accrued vacation pay shall pay:

One (1) week's current pay for each completed year of service up to a maximum of eight (8) weeks.

**20.2** The above shall not apply when an employee resigns or is discharged for cause or retires.

**20.3** After an employee has been laid off longer than one (1) year, his or her chances of re-employment will be reviewed by the Company and the Union. At that time, the Company will delete the person's name from the Seniority List and pay his full severance pay if so decided.

**ARTICLE 21 - DENTAL PLAN**

(a) R.W.U. administered Dental Plan - The Company agrees to make a monthly contribution necessary to provide benefits in the Retail Wholesale Industry Dental Care Fund (B.C.) subject to the terms and conditions of such plan, as follows:

- 90% Basic Dental Services
- 90% Crowns, Bridges, and Dentures
- 90% Orthodontics\*

\* Orthodontic coverage will commence on the first day of the month following completion of six (6) months of continuous coverage in the dental plan. See Dental Care Plan pamphlet for details.

(b) It is understood contributions shall be made for all compensable weeks (or fractions thereof) paid for by the Company for each full-time employee in the bargaining unit who has completed six (6) months of full-time service with the Company.

Each week paid for shall include periods of paid vacation, statutory or paid holidays, paid compassionate leave and any other periods for which pay is received by the employee from the Company in accordance with the Collective Agreement and shall be counted as time for which contributions are payable. However, the provision for compensable weeks shall not prohibit the full application of Maternity Leave.

- (c) It is understood the contribution shall be reviewed every February 1st thereafter and upward or downward based on Fund as to provide the above benefits.
- (d) It is agreed that in the event that the Government of Canada or the Province of British Columbia provides a non-contributory dental care plan with similar benefits, the Company's obligations to continue contributions to the Dental Plan shall cease. It is further understood should a Government Plan create duplicate benefits, then these benefits shall be deleted from the Dental Plan and the Company's contributions in respect to the cost of these benefits shall cease.
- (e) The Company agrees to submit payment to the Retail Wholesale Industry Dental Care Fund (B.C.) on or before the 5th day of each month, together with a list of names for whom the contributions were made and any changes in dependent status, additions of new employees or deletions of employees, terminated or laid off, on forms to be supplied by the Union.

**ARTICLE 22 - DURATION OF AGREEMENT**

The Company and the Union mutually agree that this Agreement shall be effective September 1, 2003 to and including August 31st, 2006 and thereafter from year to year unless written notice of intent to amend or terminate is given by either party to the other party any time within four (4) months prior to the expiration of the Agreement. It is mutually agreed that Sub-section two (2) of Section fifty (50) of the Labour Relations Code of B.C. is specifically excluded from the Agreement. During such period of negotiations, this Agreement shall remain in full force and effect.

DATED THIS 14th day of November, 2003.

**SIGNED ON BEHALF  
OF THE UNION**  
Retail Wholesale Union  
Local 580

**SIGNED ON BEHALF  
OF THE COMPANY**  
Choice Warehouse and  
Distribution

A. Tezram (signed)

B. van Rensburg (signed)

C. McCuaig (signed)  
Representative

**HOURS OF WORK**

6:00 a.m. - 6:00 p.m. - day shift

6:00 p.m. - 6:00 a.m. - night shift

**Wage Scale**

The most senior member (Alvin Tezram) will receive a wage increase of:

- (a) In the first year, .45 cents per hour to \$17.80
- (b) In the second year, .55 cents per hour to \$18.35
- (c) In the third year, .60 cents per hour to \$18.95

The member second in seniority (James Matheson) will receive a wage increase of:

- (a) In the first year, \$1.50 per hour to \$15.50.
- (b) In the second year, \$1.25 per hour to \$16.75.
- (c) In the third year, .25 cents per hour to \$17.00

**JOB CLASSIFICATIONS**

<b>Hourly Rate Effective:</b>	<b>Aug. 31 2003</b>	<b>Aug. 31 2004</b>	<b>Aug. 31 2005</b>
Assistant Warehouseman	\$10.50	\$10.80	\$11.15
Warehouseman	\$14.40	\$14.80	\$15.00
Senior Warehouseman	\$15.00	\$15.35	\$15.70
Lead Hand	\$17.80	\$18.15	\$18.50

A prerequisite for senior warehouseman will be to operate the "yard goat."

Members will be promoted through the job classifications upon each seniority year that they complete.

The most senior member will receive the lead hand premium on each full shift completed, in the absence of the lead hand. Members will not be eligible for lead hand premium on partial shifts.

At ratification of this Collective Agreement:

Most senior member            Alvin Tezram  
Second most senior member   James Matheson

**Bonus System**

The two most senior members upon accepting this agreement will receive Thirty Dollars (\$30.00) a month upon achieving set targets.

Choice management and the current two senior members will mutually agree upon accomplishing of targets.

The targets will focus on shipping errors and damages.

Members hired during the course of this agreement will not be eligible for bonuses.



**LETTER OF UNDERSTANDING**

BETWEEN:

**CHOICE WAREHOUSING & DISTRIBUTION**  
(hereinafter referred to as the "Company")  
OF THE FIRST PART;

AND:

**RETAIL WHOLESALE UNION, LOCAL 580**  
(hereinafter referred to as the "Union")  
OF THE SECOND PART;

**Re: Welfare Plans**

The Company and the Union agree that in the event that Great-West Life is no longer able to provide a benefit plan excluding dental coverage and the Company is not able to enter into a contract with another benefit carrier to provide the current benefits without dental coverage then the parties will discuss available options for ensuring that a benefit plan similar to the one in the Collective Agreement is made available to bargaining unit members.

DATED THIS 14th day of November, 2003.

**SIGNED ON BEHALF  
OF THE UNION**  
Retail Wholesale Union  
Local 580

**SIGNED ON BEHALF  
OF THE COMPANY**  
Choice Warehouse and  
Distribution

A. Tezram (signed)

B. van Rensburg (signed)

C. McCuaig (signed)  
Representative

\*\*\*NOTES\*\*\*