

COLLECTIVE AGREEMENT

BETWEEN

**DEE ENTERPRISES LTD.
(Operating as EXTRA FOODS #8552)**

AND

TEAMSTERS LOCAL UNION No. 213

January 10th, 2005 - January 9th, 2010

DON McGILL
Secretary-Treasurer

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(Operating as EXTRA FOODS #8552)

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- 2.02 The Employer agrees to provide each new employee at the time of employment with a form outlining to the employee his responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form, along with the employee's date of hire; the contents of the form to be such that it is acceptable to the Employer. The Employer further agrees to provide the Union, once a month, with a list containing names of all employees who have terminated their employment during the previous month.
- 2.03 (a) The Employer agrees not to employ persons who have full-time jobs with other employers, except in emergency when qualified help is not available. Existing employees who have full-time jobs as of ratification of this agreement (November 21, 1999) shall be exempt from this clause.
- (b) The Employer agrees not to employ persons who have jobs with a competitor.

ARTICLE 3 - PROTECTION OF RIGHTS

- 3.01 The Employer agrees that in the event of a legal picket line of another trade union being in existence at the Employer's store, the Employer will in no way require or force members to report to work behind such 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 or her place of work.

ARTICLE 4 - DEDUCTION OF UNION DUES

- 4.01 (a) The Union shall each month mail to the Employer a checkoff form, in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees. The Employer also agrees to indicate on the Union checkoff the number of hours each employee worked in the past month.
- (b) All employees shall be required to sign authorization for checkoff of Union dues, fees, fines, and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable.
- (c) The Employer shall deduct and pay over to the Secretary-Treasurer of the Union any monthly dues, fees, fines, and assessments levied in accordance with the Union By-Laws, owing by said employees hereunder to the said Union. 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 each following month, and one (1) copy of the checkoff list as above mentioned.

- (d) Commencing the first week of employment initiation fees will be paid in five (5) equal installments. The Employer agrees to deduct Union dues on a weekly basis from the employees' pay cheque calculated on the following formula:

$$\text{dues} = \frac{12(2.5x + 5)}{52} \text{ where } x = \text{hourly wage rate}$$

Adjustments to be made from time to time.

ARTICLE 5 - HOURS OF WORK

5.01 Basic Work Week

- (a) The normal basic work week for regular full-time employees shall be forty (40) hours Sunday to Saturday. The normal basic work day shall be eight (8) hours.
- (b) Daily hours of work shall be consecutive with the exception of the meal period.
- (c) Employees shall not work longer than their regularly scheduled work day, unless requested to do so by the Store Manager or those authorized or designated by the Employer to authorize overtime, in which event, overtime will be paid. Employees are required to leave the store as soon as it is reasonable to do so. No split shifts to be worked.

5.02 Meal Periods

- (a) Employees who work a shift greater than five (5) hours up to and including eight (8) hours shall have an unpaid meal period not to exceed thirty (30) minutes in duration.
- (b) Employees who work an eight (8) hour shift may have an unpaid meal period not to exceed sixty (60) minutes in duration provided they notify the Employer at least twenty-four (24) hours in advance.
- (c) Except in cases of emergency, meal periods shall be uninterrupted and shall commence not earlier than three (3) hours, nor later than five (5) hours after commencement of the employee's shift. The scheduling of meal periods shall be at the Employer's discretion.
- (d) At the employee's request, meal periods may be waived provided that the Employer has adequate staff to cover and that no overtime is payable as a result of a waived meal period.
- (e) Employees who are required by the Employer to work through their lunch or rest break will automatically be entitled to be paid at overtime rates of pay for the meal or rest period. Employees who

work through their lunch break will also receive a paid thirty minute break in which to eat their lunch.

5.03 Rest Periods

- (a) An employee working greater than six (6) hours shall be scheduled for two (2) rest periods with pay.
- (b) An employee working six (6) hours shall be scheduled for one (1) rest period with pay if the employee is also scheduled for a meal period. If the employee waives the meal period then he or she shall be scheduled for two (2) rest periods with pay.
- (c) An employee working less than six (6) hours shall be scheduled for one (1) rest period with pay.
- (d) Each rest period shall be for a period not to exceed fifteen (15) minutes. Except in cases of emergency, rest periods will be uninterrupted.

5.04 Overtime

- (a) All time worked in excess of the basic work week or work day, as defined in Article 5.01 (a) of this Agreement, shall be paid at the rate of time and one-half (1 ½) the regular hourly rate.
- (b) Notwithstanding the above, all hours worked by any employees in excess of ten (10) hours in a work day and forty-eight (48) hours in the basic work week shall be paid at two times (2X) his regular hourly rate.
- (c) All overtime work must be authorized by the Store Manager or those authorized or designated by the Employer to authorize overtime.

5.05 Work Schedules

The Employer shall post weekly work schedules for employees not later than Thursday noon for the following week. If a new schedule is not posted by Thursday noon then the previous week's schedule shall apply for the following week. An employee's schedule may be changed without notice in the event of emergencies, such as the following: fire, flood, breakdown of machinery, unanticipated absences, instances of force majeure, or by mutual agreement. In all other cases, at least twenty-four (24) hours' notice of any change must be given or four (4) hours' additional pay given in lieu of notice.

5.06 Sunday Work

Employees hired prior to April 27, 1997, required to work on Sunday will receive, in addition to their regular hourly rate of pay, a premium of one

dollar and sixty cents (\$1.60) for each hour worked that day. Sunday shall be considered as the first day of the week for the purposes of this Collective Agreement.

- 5.07 In the event an employee is to be called in to work hours that he or she has not been scheduled to work, the Employer will call the senior qualified employee first and, if unavailable, it will continue to call employees in order of seniority until someone is available.
- 5.08 It is understood and agreed the Employer will have more than one (1) person in the store at all times.

ARTICLE 6 - GENERAL HOLIDAYS

- 6.01 The following days shall be considered as holidays for which regular full-time employees shall suffer no reduction in pay:

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

and all other holidays proclaimed by Federal or Provincial Governments. Should any holiday fall on a Sunday, the following Monday shall be observed as a paid holiday. (NOTE: The floating holiday shall be taken at a time mutually agreed between the employee and management.) **(Please see Letter of Understanding for employees hired prior to April 27, 1997.)**

- 6.02 The basic work week for regular full-time employees in a week in which one (1) General Holiday occurs shall be thirty-two (32) hours and the employee shall receive forty (40) hours' pay at his straight time hourly rate. The basic work week for regular full-time employees in a week in which two (2) General Holidays occur shall be twenty-four (24), hours and the employee shall receive forty (40) hours pay at his straight time hourly rate. A regular full-time employee is one who works the normal, basic work week as defined in Article 14.02. Time worked in excess of such reduced, basic work week shall be subject to the applicable overtime rate as stated in Article 5.04.

- 6.03 Part-time employees who have been employed thirty (30) calendar days or more shall be entitled to pay for the holidays listed in this section as set out below. The hours set out below are the average hours worked in the four week period preceding the week in which the holiday falls.

Part-time employees who work thirty-two (32) hours or more shall receive eight (8) hours' pay.

Part-time employees who work at least twenty-four (24) hours but less than thirty-two (32) hours shall receive six (6) hours' pay.

Part-time employees who work at least sixteen (16) hours but less than twenty-four (24) hours shall receive four (4) hours' pay.

6.04 If a part-time employee is absent without pay in connection with vacation pay previously received (as per Article 8) in the four (4) week qualifying period, then the four (4) week qualifying period shall not include such absence. Therefore the qualifying period shall be the previous four (4) weeks not including such absence.

6.05 Employees, if required to work on a General Holiday, shall be paid for all hours worked that day at the rate of time and one-half (1 1/2) the employee's rate of pay; and where so entitled, the employee shall also receive pay for the General Holiday.

6.06 **Payment for General Holidays**

For employees on full benefits (averaging 24 hours or more) who are absent for reasons other than W.I., W.C.B. or unpaid leave (e.g. Maternity Leave, Leave of Absence) the averaging of the 30 days prior to the General Holiday shall include those days absent as if the employee could have worked on those days absent.

ARTICLE 7 - WAGES - MINIMUM HOURLY RATES

7.01 **Rate Schedule**

The Employer agrees to pay all persons covered by the terms of this Agreement not less than the attached schedule of wages during such time as the Agreement is in force.

7.02 **Premium Pay**

(a) **Night Premium**

Employees who commence a shift between store closing and 2:00 am shall receive a premium of seventy-five cents (\$0.75) per hour for their entire shift.

(b) **Night Shopping Premium**

Employees who work a minimum of twenty (20) hours per week shall be paid at the rate of fifty cents (50¢) per hour in addition to their straight time hourly rate for each hour worked after 6:00 p.m. when the store is open for sales to the public after 6:00 p.m..

(c) **Lead Hands**

(i) Employees selected to provide all relief for Department Managers or Assistant Store Managers shall receive a premium of fifty cents (50¢) per hour over the top rated person

in that department for all hours worked in relief, provided they work a minimum of eight (8) hours in relief.

- (ii) The employee selected as lead hand for the night stocking crew shall receive a premium of fifty cents (50¢) per hour over their existing rate of pay.
 - (iii) The employee selected as the "Key Personnel" in the Bakery and Meat department shall receive a shift premium of fifty cents (50¢) per hour for all hours worked above their normal rate of pay. This premium shall be paid for five (5) shifts per week if the designated "Key Personnel" is unavailable for the five (5) shifts. The Owner/Operator shall select the "Key Personnel" and their replacement.
- (d) Premium pay shall not be added to the employee's rate of pay for the purpose of computing overtime pay.

7.03 Staff Meetings

Wherever the Employer calls a staff meeting, the time spent at the meeting shall be considered as time worked and compensated for such, except when they are dinner meetings where attendance by an employee is on a voluntary basis.

7.04 Call-In Time

Part-time employees shall be paid at their regular hourly rate for each hour worked, except when employed for less than four (4) consecutive hours per day; in which event, they shall receive a minimum of four (4) hours' pay. Students on school days may be paid only for those hours worked. If a part-time employee is called by the Employer to report for work, and upon reporting, finds that his/her services are not needed, he/she shall receive two (2) hours' pay. Employees shall mark such time on the time sheets.

ARTICLE 8 - ANNUAL VACATIONS

8.01 Employees shall move to a calendar year for the purpose of calculating vacation. The Union and the Employer will meet and review each employee to establish the correct vacation entitlement. Part time employees will receive their vacation payout within thirty (30) days after the year end. A calendar year shall mean "between the first Sunday in January to the last Saturday in December: each year.

Full Time Employees

NO CHANGE TO EMPLOYEES HIRED PRIOR TO RATIFICATION (NOVEMBER 21, 1999).

Employees hired after ratification (November 21, 1999) will have a maximum vacation entitlement of five (5) weeks.

Years of continuous service with the Employer as a	Weeks of vacation with pay
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Full-time employee

After one (1) year	two (2) weeks
Three (3) or more years	three (3) weeks
Eight (8) or more years	four (4) weeks
Thirteen (13) or more years	five (5) weeks
Eighteen (18) or more years	six (6) weeks
Twenty-three (23) or more years	seven (7) weeks

Part Time Employees

NO CHANGE TO EMPLOYEES HIRED PRIOR TO RATIFICATION (NOVEMBER 21, 1999).

Employees hired after ratification (November 21, 1999) will have a maximum ten percent (10%) for vacation entitlement.

Part-time employees - years of continuous employment with the Employer	Percentage of previous years earnings as vacation pay
Less than three (3) years	four percent (4%)
Three (3) or more years	six percent (6%)
Eight (8) or more years	eight percent (8%)
Thirteen (13) or more years	ten percent (10%)
Eighteen (18) or more years	twelve percent (12%)
Twenty-three (23) or more years	fourteen percent (14%)

8.02 Part-time employees who work a minimum of one thousand and forty hours (1040) per year shall be entitled to paid vacation equivalent to the number of hours pay their applicable percentage entitles them to, or pay in lieu thereof at the employee's discretion. Paid Statutory Holidays and vacations are considered as time worked.

8.03 Part-time employees with thirteen (13) or more years of continuous employment with the Employer will have the opportunity to schedule three (3) weeks' time off during prime time.

8.04 A part-time employee proceeding to full-time employment will be credited with the number of hours accumulated during the employee's continuous service with the Employer as a part-time employee, provided the employee's service is continuous from part-time to full-time. The credited

hours will be balanced with the annual hours of a regular full-time employee to establish the appropriate yearly credit for future vacation entitlements, as provided above.

- 8.05 The Employer agrees to provide vacation pay on a 'total compensation' or normal week's pay, whichever is greater. Total compensation shall mean 'all monies received directly from the Employer (wages, overtime, bonuses, premiums, vacation pay, and other items of similar nature).
- 8.06 The Employer agrees to pay vacation pay on a separate cheque.
- 8.07 Where a General Holiday occurs during an employee's vacation an extra day's vacation with pay shall be granted if the holiday is one which the employee would have received had he/she been working. Where an employee receives three (3) or more weeks' vacation with pay and a Statutory Holiday occurs during the employee's paid vacation, an extra day's pay may be given in lieu of an extra day's vacation with pay if, in the opinion of the Employer, an extra day's vacation with pay interferes with vacation schedules or hampers operations.
- 8.08 All time lost (up to thirty-one (31) consecutive days) because of sickness or non-occupational accident, all time lost due to occupational accident, all time absent on paid full-time vacation, paid Statutory Holidays and all time spent at bakery apprenticeship schools (assuming the employee returns to the Employer following the completion of his/her course) shall be considered as time worked for the purpose of determining the vacation allowance to which a full-time employee is entitled.
- 8.09 All employees, whose absence due to non-occupational accident or sickness or unpaid leave of absence extends beyond thirty-one (31) consecutive days and results in less than thirty-seven (37) hours' pay per week, shall have their vacation pay prorated in the subsequent vacation year.

ARTICLE 9 - UNION'S RECOGNITION OF MANAGEMENT'S RIGHTS

- 9.01 The Union agrees that the Management of the Company including the right to plan, direct and control store operations, to direct and schedule the working force, to reduce or extend the work place, discharge employees for just cause, and those matters requiring judgment as to the competency of the employees - are the sole right and function of the Employer.
- 9.02 The Parties agree that the Employer shall be the sole judge of the merchandise it may handle, process, manufacture, or package and of the manner in which these functions may be carried out and in which the merchandise may be handled, stored, shipped, or sold.
- 9.03 The Parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of Management

not specifically covered by this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

9.04 Probationary Period

During the first two hundred and forty (240) hours of employment, each new employee hired after June 4, 2006, shall be on probation. The decision as to whether or not to retain the employee's services shall be the sole right of the Employer, and any termination occurring during that period shall be subject to Article 17 of this Agreement.

ARTICLE 10 - STORE VISITS

10.01 An accredited representative of the Union may, with the prior permission of the Employer, be permitted to visit the store during working hours to interview an employee. Such interviews shall be held, whenever possible, during the meal period or rest period. If this is not possible, the Store Manager or his Assistant may allow an interview not to exceed five (5) minutes duration - and to be conducted in a place designated by Management if such interview will not interfere with the efficient operation of the Store. The Union representative shall be restricted to one (1) interview per visit on any one (1) day.

10.02 No employee shall be discharged or disciplined against for any legitimate Union activity, or for serving on a Union committee outside of business hours, or for reporting to the Union the violation of any provisions of this Agreement.

ARTICLE 11 - LEAVE OF ABSENCE

11.01 Funeral Leave

- (a) In the event of a death of a spouse, parent or child of an employee, the employee will be granted leave of absence, with pay, of five (5) days.
- (b) In the event of death in the "family" of an employee, the employee may be granted leave of absence, with pay, up to a maximum of three (3) days. The length of such absence shall be at the discretion of the Employer.
- (c) The term "family" shall mean brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents, grandchild, aunt or uncle, or any relative living in the household of the employee. This would include step-relatives.
- (c) It is understood that in the case of part-time employees the compensation shall be at the average hours worked during the preceding four (4) weeks.

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

11.02 **Maternity Leave**

Employees are entitled to at least seventeen (17) weeks maternity leave without pay. The employee is required to make application to the Employer at least four (4) weeks before her leave is to begin unless a doctor certifies that she should not continue working because of health reasons. In such cases, the employee is entitled to leave immediately with maintenance of applicable health and welfare benefits.

The employee must also provide, with her application, a medical certificate from a qualified medical practitioner, specifying that she is pregnant and the estimated date of birth. The maternity leave shall not exceed eleven (11) weeks before and six (6) weeks after the date of birth; although an additional six (6) weeks are available to an employee after the birth if she provides her Employer with a certificate from a medical practitioner that there are bona fide medical reasons that she is not able to return to her employment at that time.

An employee to whom maternity leave has been granted and who intends to return to work after the date of birth of her child must notify the Employer, in writing, at least fourteen (14) days prior to the day on which she intends to return to work. The employee shall submit a certificate from her qualified medical practitioner, indicating that her resumption in employment will not, in his/her opinion, endanger her health.

11.03 **Parental Leave**

- (a) Birth mothers who have taken pregnancy leave under Article 11.02 shall at their request be granted an unpaid parental leave of a maximum of thirty-five (35) consecutive weeks, to be taken within the fifty-two (52) week period after the child's birth beginning immediately after the leave taken under Article 11.02.
- (b) Birth fathers, adoptive parents and birth mothers who have not taken leave under Article 11.02 shall at their request be granted an unpaid parental leave of a maximum of thirty-seven (37) consecutive weeks, to be taken within the fifty-two (52) period after the birth or adoption of child.
- (c) Should the child have a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five (5) consecutive weeks of unpaid leave, to be taken immediately following the leave taken under (a) or (b) above.

- (d) Employees taking leave under Article 11.03 must give the Employer at least four (4) weeks written notice of the date the employee will start parental leave unless:
 - i) the medical condition of the birth mother or child makes it impossible to comply with this requirement;
 - ii) the date of the child's placement with the adoptive parent was not foreseeable.
- (e) The Company reserves the right to appropriate documentation supporting (a), (b), or (c) above.
- (f) Employees on leave shall give the Employer a minimum of two (2) weeks notice of their intention to return to work.
- (g) If employees eligible for parental leave are parents of the same child and are both employed by the Employer, the Employer is not required to grant parental leave to more than one employee at a time.

11.04 **Family Responsibility Leave**

An employee is entitled to up to five (5) days of unpaid leave during each calendar year to meet responsibility related to:

- (a) the care, health or education of a child in the employee's care; or
- (b) the care or health of any other member of the employee's immediate family.

11.05 **Leave of Absence - Other**

- (a) The Employer agrees to grant necessary time off, without pay and without discrimination, to not more than one (1) employee designated by the Union for a maximum of two (2) months, or such longer period as may be mutually agreed upon, to attend a Labour convention or to serve in an official capacity for the Union. The employee must give the Employer at least forty-five (45) days written notice prior to the requested leave of absence date. The Employer may grant the leave of absence providing such absence does not interfere with the efficient operation of the store.
- (b) Compassionate leaves to all employees will be dealt with on an individual basis and will not be unreasonably denied.
- (c) Leaves of absence for purposes other than the above shall be made on the basis of merit and shall not exclude absences due to pregnancy. Notwithstanding the foregoing, all leaves of absence shall be at the sole discretion of the Employer. It is also understood

that where practical all leaves of absence must be applied for in writing. In exercising its discretion, the Employer will act in a non-discriminatory manner.

ARTICLE 12 - MISCELLANEOUS

12.01 Smocks, etc.

Where the Employer requires the employees to wear smocks or aprons, the Employer shall provide and repair such smocks and aprons free of cost to the employee. Employees agree to abide by a reasonable Dress Code published by the Employer.

With the exception of a reasonable number of appropriate earrings, employees with any visible body piercing shall remove any pierced jewellery during working hours.

It will be the responsibility of each employee to report to work following the Company Standard of Dress Code and Grooming requirements, a copy of which will be provided to the Union and posted for employees.

12.02 Union Decals

The Employer agrees to display the official Union Decal or Union Card of the Union in a location where it can be seen by the customers. Such decal shall be of a form and size acceptable to the Employer.

12.03 First Aid

- (a) The Employer agrees, during the term of this Agreement, to furnish and maintain first-aid equipment in its stores, as required by the W.C.B. regulations.
- (b) There shall be at all times when employees are working in the store a person with a valid Survival First-Aid ticket designated as a First-Aid Attendant in accordance with the W.C.B. Industrial First-Aid Regulation. Any bargaining unit employee who is designated as the Attendant shall be paid, in addition to his or her hourly rate, fifteen cents (15¢) per hour. In designating Attendants from the bargaining unit the senior, qualified employee will be given preference.

If there is no employee in the bargaining unit with valid qualifications in First-Aid, the Employer shall post a notice requesting applications. The most senior applicant on each shift applying shall be given the opportunity to take the course. Upon successful completion, the Employer shall reimburse the said employee for the full cost of the fees and course expenses (receipts must be presented).

The names of the designated Attendants will be placed on the Bulletin Board. Any employee suffering an injury or employment induced illness while in the employ of the Employer must report that

injury or illness to the Attendant on shift as soon as possible. The Attendant will keep a complete record of all reported cases.

12.04 Jury Duty Pay and Material Witness

Employees summoned to Jury Duty or subpoenaed as a material witness shall be paid wages amounting to the difference between the amount they would have earned had they worked on such days. Employees on Jury Duty or subpoenaed as a material witness shall furnish the Employer with such a statement of earnings as the Courts may supply. This does not apply if the employee is summoned on his day or days off.

12.05 Physical Examinations

Where the Employer requires the employee to take a physical examination, the doctor's fee, if any, shall be paid by the Employer. The examination shall, if practicable, be scheduled on the employee's own time. If the examination is necessary on the employee's scheduled work day, he shall be paid a maximum of two (2) hours' pay for lost work.

ARTICLE 13 - VOTING PRIVILEGES

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

ARTICLE 14 - SENIORITY

14.01 Seniority is defined as the length of continuous service with the Employer. Seniority shall be segregated by job classification as per Appendix "A" and further by employment status - full-time and part-time.

Employees hired after June 6, 1999, the employee's number shall be used to determine the most "senior" of two or more employees hired on the exact same date. The lowest employee number equals the most "senior" employee. Employees shall be assigned an employee number upon return of a completed hiring kit.

The Employer will prepare separate Seniority Lists for full-time and part-time employees and students. The Seniority Lists will be revised on a quarterly basis. Each Seniority List will show the name, date of employment, classification and rate of pay for each employee. Copies of the Seniority Lists will be posted in each department with revised copies mailed to the Union Office.

14.02 A full-time employee is defined as: (a) one designated such by the Employer, or, (b) one who works the normal, basic work week as defined in Article 5.01 (a) for a period of thirteen (13) consecutive weeks if none of the hours worked during those weeks are to work on relief staff or to replace employees absent due to vacation, sickness, accident, or other approved leaves of absence.

- 14.03 Full-time employees will have seniority over part-time employees. A full-time employee whose status is reduced to part-time will be placed at the top of the seniority list for part-time employees within his job classification.
- 14.04 (a) For the purposes of this Agreement the following departments are present in the store: Grocery, which includes bulk foods and frozen foods; Produce; General Merchandise; Meat; Bakery, which includes the bakery counter; Deli; Front End; Pharmacy and Photo Lab.
- (b) When reducing staff, junior employees within the department in the classification shall be laid off first. When recalling employees from a lay-off, they shall be recalled in seniority to the department and classification from which they were laid off.
- (c) In the event a full-time employee is laid off or reduced to part-time, or a part-time employee including a Department Assistant is reduced to zero (0) hours for four (4) consecutive weeks, he shall be allowed to:
- (i) displace the most junior employee within the classification within his seniority group and department;
 - (ii) displace the most junior employee whose rate is equal to or less than his current rate outside his classification within the department provided that the employee being displaced is junior to the full-time employee.
- (d) In the event a Meat Cutter has bumped into Wrapping and is able to do work in his/her original classification of Meat Cutter for the purposes of absences due to vacations, leaves, W.C.B., layoffs, restrictions as per 14.12 (b), or sickness, the four (4) week waiting period will be waived both for claiming work as a Cutter and when the work is over for bumping back to Wrapping.
- (e) Should an employee exercise his seniority outside his classification, he shall be given a "reasonable opportunity" to do the job in the competent manner. For the purpose of this Section "reasonable opportunity" shall mean a maximum of forty (40) hours for all employees.
- (f) An employee exercising his seniority under (c) above will be restricted to one opportunity to do a job outside his classification in a competent manner.
- (g) In the event that a full-time position in the department becomes available within the classification of the most senior full-time employee laid off or reduced, that employee shall have the first opportunity to fill the position.

- (h) In the event a full-time position becomes available in the department outside the classification of the most senior full-time employee laid off or reduced full-time employee, he will be given a reasonable opportunity, as defined above, to perform the job in a competent manner.
- (i) In the event a part-time position becomes available in the department, the most senior laid off part-time employee will be given a reasonable opportunity, as defined above, to perform the job in a competent manner.

14.05 **Severance Pay**

- (a) Employees with one (1) year or more of service whose employment is terminated as a result of technological change, or of closure of the whole or any part of the operation shall receive termination pay of one (1) week's pay for each year of service with the Employer, to a maximum of twenty-six (26) weeks, at the rate of pay the employee was receiving on the date of his termination.
- (b) Severance pay will not be applicable in the event of lay-off of an employee unless the lay-off without recall exceeds a period of seven (7) months. In that case employees shall receive termination pay of one week's pay for each year of service with the Employer to a maximum of thirteen (13) weeks.

14.06 In the event of lay-off, reduction of full-time or part-time hours and rehire of employees, seniority within each job classification in the department shall prevail; provided the senior employee has the merit, fitness and ability, as determined by the Employer, to do the work to be performed. Employees shall be recalled by classification in the department as required.

14.07 Seniority of an employee shall be considered broken and all rights forfeited when an employee voluntarily leaves the service of the Employer, or is dismissed with just cause, or fails to report back to work within seventy-two (72) hours from time of recall, or is laid off for a period in excess of thirty (30) consecutive weeks. In cases of recall, the Employer will telephone and/or send a registered letter to the employee. It is the employee's responsibility to supply the Employer and the Union with his/her correct address and telephone number.

14.08 For the purpose of scheduling, the most senior person in the classification in the department who is able to do the job shall receive the greater number of hours in the work week as compared to less senior employees.

14.09 (a) Notwithstanding Section 14.08 it is understood that unrestricted employees shall be scheduled in priority to restricted employees.

- (b) Employees shall state by January 15th each year on a form provided by the Employer, whether they are unrestricted or restricted and if restricted when they are available to work. One additional change to these restrictions will be allowed each year.

NOTE: If declaration forms are not received by the Employer by the above date, the declaration for the previous period shall apply.

- (c) Students shall state on a form provided by the Employer their restrictions for the purpose of attending classes on a form supplied by the Employer at the beginning and end of each semester.
- (d) Employees hired after ratification (June 4, 2006) that are restricted must be available to work all hours on either Saturday or Sunday plus two (2) other shifts during the week consistent with the operational needs of the department. Students must be available to work all hours on either Saturday or Sunday plus one (1) other shift during the week that does not conflict with their school hours.

Employees hired after ratification (June 4, 2006) shall not be able to change their availability while on probation.

- 14.10 Promotions and vacancies shall be filled on the basis of seniority, providing merit, fitness and present ability to perform the work are equal amongst those applying for the job. The Employer agrees to act in good faith and further agrees not to discriminate in any manner.
- 14.11 Part-time employees who are desirous of becoming full-time employees or increasing their hours of work shall inform the Employer in writing. The Employer agrees to give full consideration to the employee's request.
- 14.12 Any dispute or grievance arising out of this Article shall be subject to Article 17.
- 14.13 In the event that a classified job becomes vacant or a new job is created, the Employer shall post a notice on the Bulletin Board notifying that a vacancy exists in a Department, giving the details of the job, rates of pay, etc.. The posting will remain up for seven (7) calendar days. Employees desiring such job shall put their name on the posting, except employees away on an approved absence while the posting is up shall have the opportunity to apply for the posted position upon their return provided they are able to begin the job within thirty (30) days of the original posting.

An employee who is awarded the posted position will be allowed a trial period of forty (40) hours in the posted position. If the employee is found to be unsatisfactory, the employee will be returned to his or her former position without loss of seniority.

- 14.14 Training in classifications within departments shall be offered to the most senior person in the classification concerned. This includes training in office and price changing duties which shall be offered to front end personnel in order of seniority.

ARTICLE 15 - NO STRIKES OR LOCKOUTS

- 15.01 There shall be no strikes or lockouts so long as this Agreement continues to operate.

"Strike" includes a cessation of work, a refusal to work or to continue to work by employees in combination or in concert or in accordance with a common understanding, of a slowdown or other concerted activity on the part of employees designed to restrict or limit output.

"Lockout" includes the closing of a place of employment, a suspension of work or a refusal by an Employer to continue to employ a number of his employees, with a view to compel or induce his employees, or to aid another Employer to compel or induce his employees, to refrain from exercising any right or privileges under this Act or to agree to provisions or changes in provisions respecting terms or conditions of employment or the rights, privileges or duties of the Employer, an Employer's organization, the trade union, or the employees.

- 15.02 Any employee who participates in any of the foregoing conduct shall be subject to discipline including discharge.

- 15.03 If an illegal strike or picket line occurs, the Union will instruct its members to carry out the provisions of the Agreement and to return to work and perform their duties in the usual manner.

ARTICLE 16 - CONFLICTING AGREEMENT

- 16.01 The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada.

ARTICLE 17 - GRIEVANCE PROCEDURE

- 17.01 Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within ten (10) working days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.

Grievances involving dismissals must be submitted to the Employer, in writing, not later than three (3) working days from the event giving rise to the grievance; or it shall be waived by the aggrieved party.

17.02 The Steps of the Grievance Procedure shall be as follows:

STEP 1 The employee, with or without the Shop Steward, shall take his grievance up with the Owner or designate. The Employer shall take up his grievance with the employee concerned who shall have the right to have the Shop Steward present.

STEP 2 Should a solution not be reached by Step 1, then a Representative of the Union, accompanied by the employee concerned and the Shop Steward, if the Union wishes, shall discuss the matter with the Employer.

If no solution is reached, then the grieving party shall submit, in writing, its contention on the dispute. The other party shall reply in writing within seven (7) days. Failure to respond or failing settlement of the dispute at this stage shall cause the matter to be submitted to Arbitration as set out herein.

Notwithstanding the above, if an authorized Agent of the Union claims a violation of this Agreement, he may invoke the Grievance Procedure at Step 2 as the grieving party on behalf of the Union or on behalf of any employee or employees concerned.

STEP 3 The party desiring Arbitration shall appoint a member for the Board and shall notify the other party in writing of its appointment.

The party receiving the notice shall, within seven (7) days thereafter, appoint a member for the Board and notify the other party of its appointment. If the party fails to appoint their nominee, the other party who has appointed their nominee shall apply to the Minister of Labour to appoint a nominee on behalf of such party.

STEP 4 The Arbitrators so appointed shall confer to select a third person to be Chairman and failing for five (5) days from the appointment of the second of them to agree to a person willing to act, either of them may apply to the Minister of Labour.

17.03 Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen as per Section 112 of the Code to act in the same capacity and have the same powers as a Board of Arbitration.

- 17.04 If the Arbitration Board finds that an employee had been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper lay-off had not taken place. If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable may order the Employer to pay less than the full amount of wages lost.
- 17.05 The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement or to give any decision inconsistent with the terms of this Agreement, except where there is a dispute between the parties regarding the rate of pay for a newly established or altered classification not provided for herein, or a dispute under 22.04 herein, or a dispute under the Welfare Plan. The Board of Arbitration or Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award.
- 17.06 If any disciplinary statement is to be put into an employee's personnel file, a copy of the same will be given to the employee and a copy will be supplied to the Union and Shop Steward.

ARTICLE 18 - HEALTH AND WELFARE PLAN

- 18.01 On request the Employer agrees to make available to eligible employees the following Health and Welfare Plans; the premiums for which will be paid in full by the Employer.

The Health and Welfare Plans are available for employees who work an average of the hours as set out below over a thirteen (13) week period.

28 hours or more - Full Plan 100% Paid
(Employee and Eligible Dependents)

20 to 28 hours - M.S.P., Dental, & Life Ins. - 100% Paid
(Employee Only Coverage)

(Please see Letter of Understanding for employees hired prior to April 27, 1997.)

No other employees are entitled or eligible for the Health and Welfare Plans.

- 18.02 **Benefits**

- (a) Medical Services Plan of British Columbia.
- (b) Group Term Life Insurance

Shall be minimum of \$25,000.00.

(c) Accidental Death and Dismemberment Insurance

An amount equal to the Group Term Life Insurance.

(d) Weekly Indemnity Benefits

66 2/3% of weekly salary benefits to be paid on the first (1st) day of hospitalization due to non-occupational accident or illness or the fourth (4th) day of absence due to sickness or non-occupational accident. There is a twenty-six (26) week benefit period.

Weekly indemnity benefits will be available to eligible employees to cover any disability related to pregnancy on the following basis. As early as possible, the pregnant employee shall advise the Employer of the expected birth date. If prior to eleven (11) weeks before the expected birth date the employee experiences complications related to the pregnancy which, on the advice of her doctor, prevent her from working, the employee shall make application for unemployment insurance benefits. The Employer will supply a Record of Employment for this purpose. The Employer agrees to "top up" any benefits received from the Unemployment Insurance Commission to the 66 2/3% level.

Should an employee not qualify for unemployment insurance benefits, but would otherwise be eligible for weekly indemnity benefits, she will be covered under the Employer's weekly indemnity plan.

If the complications arise within the eleven (11) week period prior to the expected birth date the employee shall commence her maternity leave at that time and make the usual application to the Unemployment Insurance Commission for maternity benefits.

(e) Dental Benefit

Basic (Part A) - 100% coverage
Major Restorative (Part B) - 50% coverage.

(f) Extended Health Care Benefit

\$25.00 maximum of eligible medical expenses to be paid by the employee.

(g) Vision Care

Reimbursement up to \$150.00 per person per 24 months, in connection with the purchase or repair of prescription lenses and frames, with the additional provision that the aforementioned

maximum benefit is annual where the claimant is the employee's child under 14 years of age and there is a change in the prescribed lens.

(h) Prescription Drugs

Included with Extended Health Care and reimbursed subject to the terms of that benefit.

18.03 The Employer shall remit contributions for eligible employees who are absent from work due to illness or accident for up to twenty-six (26) weeks.

18.04 **Pension Plan**

The Employer agrees that for each hour worked by a contributing employee the Employer will pay an amount equal to the amount contributed by said employee for the same hours to a Trust Account established for the purpose of providing pension benefits for individual employees concerned.

An example of employer/employee contributions would be as follows:

EMPLOYEE CONTRIBUTION	EMPLOYER CONTRIBUTION
\$0.30	\$0.30
\$0.50	\$0.50
\$0.60	\$0.60
\$0.75	\$0.75
\$0.80	\$0.80
\$0.90	\$0.90

Effective January 18, 1998

\$1.10	\$1.10
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18.05 **Sick Leave**

(a) Full-time employees shall accumulate credits at the rate of four (4) hours for each full month of employment up to a maximum of twenty (20) days credit.

(b) Part-time employees who are eligible for benefits as per Article 18.02 shall accumulate sick leave credits on the basis of four (4) hours for each four (4) week reporting period that they work in excess of one hundred and twelve (112) hours to a maximum of one hundred and sixty (160) hours credit.

(c) Employees who have more than one hundred and twenty (120) hours in their sick bank at the end of each calendar year shall be eligible for a pay out of the hours over one hundred and twenty (120) by the end of January the following year.

ARTICLE 19 - CREDIT FOR PREVIOUS EXPERIENCE

- 19.01 New employees will be classified according to previous comparable experience in a comparable retail food store. The Employer shall not be required to recognize previous experience of new employees who have not worked in a comparable retail food store in the past eighteen (18) months.
- 19.02 It shall be the responsibility of the employee to supply reasonable proof of his previous experience within thirty (30) calendar days of employment. Otherwise, all claim for credit for previous experience shall be forfeited by the employee. Reasonable proof will mean that if past employment records are not obtainable, the Union records, income tax records, or other similar documents will be acceptable. The hourly rate for recognized credit will be effective from the first day of employment.
- 19.03 In the event of any disagreement as to the credit granted for previous experience, such disagreement shall be considered a grievance and Article 17 of this Agreement shall apply. No consideration will be given to any disagreements pertaining to any credit for previous experience if presented later than thirty (30) calendar days from the date of employment.

ARTICLE 20 - SHOP STEWARD

- 20.01 There shall be a maximum of two (2) Shop Stewards appointed, if the Union wishes, to see that the provisions of this Agreement are adhered to.
- 20.02 The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- 20.03 The Employer will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the employees, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union.
- 20.04 The Union will advise the Employer of the identity of the Shop Steward.
- 20.05 Providing such does not interfere with normal operations, the Shop Steward shall be allowed to take up grievances during working hours without loss of pay.

ARTICLE 21 - PAY DAY AND PAY STATEMENTS, ETC.

- 21.01 All employees covered by this Agreement shall be paid on a regular weekly pay day.
- 21.02 The Employer shall provide every employee covered by this Agreement on each pay day with an itemized statement in respect of all wage payments. Such statement shall set forth the total hours worked including overtime, the

rate of wages applicable and all deductions made from the gross amount of wages.

ARTICLE 22 - TECHNOLOGICAL CHANGE

- 22.01 The Employer agrees to notify the Union at least three (3) months in advance of any technological change that may result in the displacement of employees. This time limit may be waived in cases of emergency.
- 22.02 Any employee with one (1) or more years of service shall be given first opportunity to be trained for any new positions created by the technological change.
- 22.03 The employee will be given a training period of eighty (80) hours. The Employer will then decide whether or not the employee has the fitness and ability to perform the new job.
- 22.04 The Employer and Union will agree on an appropriate rate of pay if a wage scale does not exist for the new position created by the technological change.
- 22.05 Any disputes arising from the interpretation of this Article will be subject to Article 17 of this Agreement.

ARTICLE 23 - CLASSIFICATION OF EMPLOYEES

23.01 Duties

- (a) **General Clerk** - to perform any duties assigned in the store.
- (b) **Clerk Cashier** - checkstand duties, price changes, office work, stocking in the checkstand area, and any other duties that may be required based on the needs of the operation.
- (c) **Service Clerk** - bagging of groceries, clean-up of all kinds, parking lot duties, and any other duties that may be required based on the needs of the operation.
- (d) **Meat Cutter** - to perform any duties in the meat department and any other duties that may be required based on the needs of the operation.
- (e) **Meat Clerk** - wrapping and shelf maintenance and other such duties as may be assigned in the meat department and any other duties that may be required based on the needs of the operation.
- (f) **Bakery Clerk** - to perform any duties in the bakery department and any other duties that may be required based on the needs of the operation.

- (g) **Deli Clerk** - to perform any duties in the Deli department and any other duties that may be required based on the needs of the operation.
- (h) **Produce Clerk** - to perform any duties in the Produce department and any other duties that may be required based on the needs of the operation.
- (i) **General Merchandise Clerk** - to perform any duties in the General Merchandise department and any duties that may be required based on the needs of the operation, other than in a Food department or the Front End.
- (j) **Photo Lab Clerk** - to perform any duties in the Photo Lab department and Customer Service as required by the business and any duties that may be required based on the needs of the operation. Photo Lab employees shall not be scheduled Customer Service shifts.
- (k) **Food Trainee Clerk** - all duties as assigned in a Food department or on the Front End.
- (l) **General Merchandise Trainee Clerk** - all duties as assigned in the General Merchandise department.
- (m) **Photo Lab Trainee Clerk** - all duties as assigned in the Photo Lab Department and Customer Service as required by the business. Photo Lab employees shall not be scheduled Customer Service shifts.

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

23.02 **Reclassification**

All employees may apply to work in another classification based on merit, ability and seniority. No employee has a right to change classification but will be given first consideration over new applicants.

ARTICLE 24 - ARTICLE HEADINGS

24.01 The Article Headings shall be used for purposes of reference only and may not be used as an aid in the interpretation of this Agreement.

ARTICLE 25 - EXPIRATION AND RENEWAL

25.01 This Agreement shall be in full force and effect from and including January 10th, 2005 to and including midnight January 9th, 2010 and shall continue in full force and effect from year to year thereafter, subject to the right of either party to this Agreement within four (4) months immediately preceding

the expiration, or immediately preceding the anniversary date in any year thereafter, by written notice to the other party, require the other party to commence collective bargaining with a view to the conclusion of a renewal or revision of the collective agreement, or a new collective agreement.

25.02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.

25.03 The operation of Sections 50(2) and 50(3) of the Labour Relations Code of British Columbia is hereby excluded.

ARTICLE 26 - GM SPECIALIST OPPORTUNITY CLAUSE

26.01 GM Specialists who have reached the top of their wage scale may request a transfer to the Senior Food clerk classification where there is a vacancy.

Requests shall be considered on the basis of seniority, provided the merit, fitness and ability of all employees requesting a transfer is relatively equal.

Employees granted a transfer will be on probation for a period of up to two hundred and forty (240) hours to demonstrate their ability to perform the work in a satisfactory manner. In the event that they are unable to perform satisfactorily in the new position, they shall be returned to their previous position.

Employees granted a transfer will be placed on the Senior General Clerk wage scale at the next highest rate of pay and shall be assigned the corresponding number of class hours. They shall then be able to exercise their seniority hours in the new department.

ARTICLE 27 - TEAMSTERS LOCAL 213 INDUSTRY ADVANCEMENT FUND

27.01 The Employer shall make contributions for all regular and overtime hours worked for each employee covered by this Collective Agreement. Such monies are payable to the Teamsters Local Union No. 213 for placement in its Industry Advancement Fund by the fifteenth (15th) day of the month following that to which they refer. The above contributions shall commence as follows:

<u>Effective Date</u>	<u>Total Employer Contribution</u>
July 2, 2006	two cents per hour
July 1, 2007	three cents per hour
July 6, 2008	four cents per hour
July 5, 2009	five cents per hour

SIGNED AT _____, B. C. THIS _____ DAY OF _____, 2006.

SIGNED ON BEHALF OF THE EMPLOYER SIGNED ON BEHALF OF THE UNION

APPENDIX "A-1"

WAGE SCHEDULE

**SENIOR GENERAL CLERKS/ CLERK CASHIERS/ DELI CLERKS/
BAKERY CLERKS/ MEAT CLERKS/ PRODUCE CLERKS**

Hours	Rat	1 Jan/06	7 Jan/07	6 Jan/08	4 Jan/09
0	11.00	11.10	11.20	11.30	11.40
521	11.15	11.25	11.35	11.45	11.55
1041	11.50	11.60	11.70	11.80	11.90
1561	12.16	12.26	12.36	12.46	12.56
2081	13.18	13.28	13.38	13.48	13.58
2601	14.20	14.30	14.40	14.50	14.60
3121	15.21	15.31	15.41	15.51	15.61
3641	16.22	16.32	16.42	16.52	16.62
4161	17.24	17.34	17.44	17.54	17.64
4681	18.26	18.36	18.46	18.56	18.66
5201	19.27	19.37	19.47	19.57	19.67
5721	20.28	20.38	20.48	20.58	20.68
6241	21.31	21.56	21.81	22.11	22.41

"Trainee Clerks" will be moved to this scale upon completion of the "Trainee Clerk" wage scale or to balance the ratio in effect as per the letter of understanding re: Trainee Clerks.

Trainee clerks will be moved to the next highest rate of pay and will be assigned the corresponding number of class hours.

APPENDIX "A-2"

WAGE SCHEDULE

SENIOR GENERAL MERCHANDISER/SENIOR PHOTO LAB CLERKS

Hours	Rat	1 Jan/06	7 Jan/07	6 Jan/08	4 Jan/09
0	11.00	11.10	11.20	11.30	11.40
521	11.75	11.85	11.95	12.05	12.15
1041	12.50	12.60	12.70	12.80	12.90
1561	13.25	13.35	13.45	13.55	13.65
2081	14.00	14.10	14.20	14.30	14.40
2601	14.80	14.90	15.00	15.10	15.20
3121	15.00	15.10	15.20	15.30	15.40
3641		15.25	15.35	15.45	15.55
4161			15.50	15.60	15.70
4681				15.75	15.85
5201					16.00

Trainee Clerks will be moved to this scale upon completion of the Trainee Clerk wage scale or to balance the ratio in effect as per the letter of understanding re: Trainee Clerks. Trainee Clerks will be moved to the next highest rate of pay and will be assigned the corresponding number of class hours.

Implementation of extended Senior GM scale - employees will be moved to a rate that affords them an increase and their class hours will be adjusted to reflect that new rate.

APPENDIX "A-3"

TRAINEE WAGE SCHEDULE - ALL DEPARTMENTS

Hours	Rat	1 Jan/06	7 Jan/07	6 Jan/08	4 Jan/09
0	9.00	9.10	9.20	9.30	9.40
1041	9.50	9.60	9.70	9.80	9.90
2081	10.00	10.10	10.20	10.30	10.40
3121	10.40	10.50	10.60	10.70	10.80
4161	10.80	10.90	11.00	11.10	11.20
5201	11.00	11.25	11.50	11.80	12.10

APPENDIX "A-4"

SERVICE CLERKS

Hours	Rat	1 Jan/06	7 Jan/07	6 Jan/08	4 Jan/09
0	8.25	8.35	8.45	8.55	8.65
1041	8.40	8.50	8.60	8.70	8.80
2081	8.55	8.65	8.75	8.85	8.95
3121	8.75	8.85	8.95	9.05	9.15

LETTER OF UNDERSTANDING #1

**BETWEEN: DEE ENTERPRISES LTD.
(Operating as Extra Foods #8552)**

AND: TEAMSTERS LOCAL UNION No. 213

(a) Employees hired prior to April 27, 1997, who are otherwise eligible, shall continue to receive the Floating Holiday in each year of service.

(b) Employees hired prior to April 27, 1997 shall continue to qualify for Health and Welfare benefits on the same basis as set out in the 1993 - 1996 collective agreement, i.e.:

24 hours or more Full plan - 100% paid
(Employee and Eligible Dependants)

12 - 24 hours M.S.P., Dental, & Life Ins. - 100% Paid
(Employee Only Coverage)

(c) Employees on the wage scale for "Clerks New Hires (Hired after June 1, 1990)", as of April 27, 1997, shall each receive an additional credit of 1040 hours of work (i.e. 2 steps on the scale) in order to maintain their existing wage rate on a revised wage scale for clerks. The new scale, which is set out on page 31 will be implemented effective April 27, 1997.

SIGNED AT _____, B.C. THIS _____ DAY OF _____, 2006.

DEE ENTERPRISES LTD.
(Operating as Extra
Foods #8552)

TEAMSTERS LOCAL UNION No. 213

LETTER OF UNDERSTANDING #2

**BETWEEN: DEE ENTERPRISES LTD.
(Operating as Extra Foods #8552)**

AND: TEAMSTERS LOCAL UNION No. 213

TRAINEE CLERKS

1. All New Hires shall be classified as "Trainee Clerks" and shall be permitted to perform all of the duties within the department they are assigned.
2.
 - a) The objective is to have no more than fifty percent (50%) of the hours worked by bargaining unit employees in a store scheduled to "Trainee Clerks". Hours worked are defined as hours worked by all Bargaining Unit Employees.
 - b) The employees hours will be measured every four (4) weeks to ensure that the fifty/fifty percent (50/50%) split has not been abused. Should there be a shortfall of hours scheduled to the "Senior" fifty percent (50%) of employees the shortfall will be made up in the following four (4) weeks.
3.
 - a) "Trainee Clerks" shall be scheduled by the Employer as required on a weekly basis. Where practical, these hours shall be scheduled firstly on weekends and evenings. In the event there are not sufficient available hours on the weekends and evenings the Employer will next schedule any remaining hours during the day.
 - b) "Trainee Clerks" shall not be scheduled more hours than a "Senior Clerk" in the same department and classification who are available to work "anytime".
4. Fifty percent (50%) of all new hours above each departments base hours will be scheduled to employees hired prior to June 7, 1999 who are available anytime by department and classification. Base Hours as follows:

Grocery	200
Bakery	60
Deli	65
Meat	120
Produce/Bulk Foods	310
Front End	700
5. Once the store achieves the fifty percent (50%) objective then the store will be required to balance the use of "Trainee Clerks" by moving the "Trainee Clerks" to the senior wage scale so that the fifty percent (50%) ratio is maintained.

6. Employees hired after ratification (June 4, 2006) shall be classified as Trainee Clerks until completion of the Trainee Clerk wage scale or the ratio of Senior Clerk hours as a percentage of total Clerk (Senior and Trainee) hours is less than twenty-five percent (25%).

The above shall only apply once all "pre-ratification Trainee Clerks" have either moved on to the Senior Clerk wage scale by function of the 50/50 described in #1 to #5, or have ceased their employment with the Employer.

LETTER OF UNDERSTANDING #2 - CONTINUED

All new hours above the base hours will be scheduled to Trainee Clerks until such time as the seventy-five/twenty-five percent (75/25%) ratio is achieved. Once the seventy-five/twenty-five percent (75/25%) ratio is achieved, fifty percent (50%) of all new hours will be scheduled to employees who are on the Senior Clerk wage scale who are available anytime.

Fifty percent (50%) of all attrition hours shall be claimed by employees on the Senior Clerk wage scale. Attrition hours are those hours worked by an employee on the Senior Clerk wage scale who has left the employ of the Employer. Attrition hours shall be calculated based on the four (4) week average hours worked by that employee prior to leaving.

- 7. Employees employed as Trainee Clerks shall not be allowed to work for a competitor while employed with the Employer.
- 8. Employees employed as Trainee Clerks shall be entitled to benefits of Statutory Declaration only.
- 9. The Employer agrees that for each hour worked by a contributing "Trainee Clerk" the Employer will pay an amount equal to the amount contributed by said employee for the same hours to a Trust Account established for the purpose of providing pension benefits for individual employees concerned as follows:

Effective ratification (June 4, 2006)	Maximum Employer contribution 45 cents per hour
Effective January 7, 2007	Maximum Employer contribution 55 cents per hour
Effective January 6, 2008	Maximum Employer contribution 65 cents per hour
Effective January 11, 2009	Maximum Employer contribution 75 cents per hour

SIGNED AT _____, B.C. THIS _____ DAY OF _____, 2006.

DEE ENTERPRISES LTD.
(Operating as Extra
Foods #8552)

TEAMSTERS LOCAL UNION No. 213



LETTER OF UNDERSTANDING #3

**BETWEEN: DEE ENTERPRISES LTD.
(Operating as Extra Foods #8552)**

AND: TEAMSTERS LOCAL UNION No. 213

GUMBIA WONG PENSION LUMP SUM

Gumbia Wong will receive a lump sum payment of \$600.00 the Sunday following ratification 2006. Subsequent lump sum payments will be made to Ms. Wong the Sunday following the anniversary date of ratification in 2007, 2008 and 2009, provided she is actively employed with this Employer on the anniversary date each year, based on the following calculation :

Hours worked in the preceding 52 weeks X \$1.10

SIGNED AT _____, B.C. THIS _____ DAY OF _____, 2006.

DEE ENTERPRISES LTD.
(Operating as Extra
Foods #8552)

TEAMSTERS LOCAL UNION No. 213
