

**COLLECTIVE AGREEMENT**

**BETWEEN**

**IKEA CANADA LIMITED PARTNERSHIP**

**AND**

**TEAMSTERS LOCAL UNION No. 213**

**January 1<sup>st</sup>, 2007 - December 31<sup>st</sup>, 2012**

**DON McGILL**  
**Secretary-Treasurer**

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THIS AGREEMENT entered into this 1st day of January, 2007.

**BETWEEN:           IKEA CANADA LIMITED PARTNERSHIP**  
3200 Sweden Way  
Richmond, British Columbia;  
  
(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

**AND:               TEAMSTERS LOCAL UNION No. 213,**  
affiliated with the International Brotherhood  
of Teamsters, of the City of Vancouver, h  
Province of British Columbia;  
  
(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

**1.     BARGAINING AGENCY AND DEFINITION**

- (a)     The Employer recognizes the Union as the sole collective bargaining agency of all co-workers as set out in the Certificate of Bargaining Authority.
- (b)     The term co-worker as used in this Agreement shall apply to members of the bargaining unit working in any job which is covered by the Certificate and/or this Agreement, except casual co-workers as defined by this Agreement, or except as otherwise provided in this Agreement.
- (c)     All work within the bargaining unit shall be performed only by those persons coming within the bargaining unit who are members of the Union as prescribed herein, or who are eligible to become members under Article Three (3) herein.

**2.     DURATION OF AGREEMENT**

This Agreement shall be in full force and effect from and including January 1<sup>st</sup>, 2007 to and including December 31<sup>st</sup>, 2012, 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.

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.

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

### **3. UNION SECURITY**

- (a) The Union recognizes the right of the Employer to hire whom they choose, subject to the seniority provisions contained herein. The Employer shall however, give the Union the opportunity to refer suitable applicants for employment.
- (b) The Employer agrees that when he hires new co-workers, the Employer shall have such new co-workers fill in the required Union Membership and Death Benefit cards prior to commencing work, and mail same in to the Union office immediately.
- (c) All co-workers shall be required to be a member of the Union as a condition of employment with the Employer. Should any co-worker covered by the bargaining unit cease or refuse to become a member in good standing of the Union, the Employer shall, upon notification from the Union, discharge such co-worker.

### **4. DEDUCTION OF DUES, ETC.**

- (a) The Union shall each month mail to the Employer a check-off form, in duplicate, setting out the name of each co-worker and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of co-workers who have terminated since the previous list.
- (b) All co-workers shall be required to sign authorization for a check-off of Union dues, fees, fines, and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such check-off 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's By-Laws, owing by said co-workers 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 fifteenth (15<sup>th</sup>) day of each following month, and one (1) copy of the check-off list as above mentioned.
- (d) All Union dues are to be trust monies, in trust for the co-workers and shall be paid to the party entitled thereto not later than the due date.

- (e) The Employer shall record on each co-worker's T-4 slip, the Union dues deducted and submitted on behalf of the co-worker.

## 5. UNION ACTIVITIES OF CO-WORKERS AND LEAVE OF ABSENCE

### Union Leave

- (a) (i) The Employer shall allow time off work, without pay, except as otherwise stipulated in this Agreement, to any person who is serving as a Union delegate to any conference or function. During negotiations, the Union may have two (2) Shop Stewards in attendance and their wages shall be paid on a straight time basis to a maximum of eight (8) hours in any one (1) day by the Employer. Any other members of the Bargaining Committee in attendance will be paid by the Union.
- (ii) When a co-worker hereunder is elected or appointed to a full-time job with the Union, he or she shall be granted a leave of absence for a period of up to one (1) year during which his or her seniority shall be maintained, but will not accumulate. Upon return from leave, the co-workers shall be returned to the payroll, but shall not be guaranteed his or her previous positions.

### Medical Leave

- (b) (i) When a co-worker suffers an injury, whether on the job or not, or suffers any illness preventing him or her from reporting to work, he or she will automatically be granted leave or absence, without pay, for up to sixteen (16) months, except as otherwise stipulated in this Agreement, or it has been determined he or she is unable to return to work. Co-workers on Long Term Disability shall continue to receive benefits, according to the policy under which they are covered.
- (ii) When a co-worker suffers an injury or illness which requires his or her absence, he or she shall report the fact to the Employer. It is intended that this report, if at all possible, be made prior to the co-worker's starting time.
- (iii) Co-workers on authorized medical leave shall maintain and accumulate seniority.

### Bereavement Leave

- (c) (i) In the case of death in the immediate family, the co-worker shall be granted bereavement leave of absence with full pay for five (5) working days. Immediate family means: mother, father, brother, sister, children, spouse or common-law spouse. A leave of absence with full pay for three (3) working days shall be granted in the case of death of: mother/father-in-law, sister/brother-in-law, grandparents,

grandchildren, and step-parents. The amount of pay for part-time shall be equivalent to the co-worker's regularly scheduled daily hours at the time of the leave.

- (ii) For the purpose of this Article only, common-law spouse is defined as a person who is publicly represented as the co-worker's partner, and who has lived with the co-worker, in the same dwelling, for a period of one year or more.

### **Jury Duty**

- (d) All time lost by a co-worker due to necessary attendance on Jury Duty or any Court proceedings where subpoenaed as a witness, shall be paid for at the rate of pay applicable to the said co-worker. Once a co-worker is released from Jury or Witness Duty, he or she shall be returned to the job classification and pay rate he or she was on prior to such duty. All Jury Duty pay or witness payments received by the co-worker from the Courts or otherwise, shall be reimbursed to the Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer.

### **General Leave of Absence**

- (e)
  - (i) A co-worker who has been employed by the Employer continuously for a period of not less than one (1) year may apply for a leave of absence for a period not exceeding six (6) months. General leaves of absence will only be considered after all current vacation entitlement is used.
  - (ii) Leave shall be granted at the discretion of the Employer which discretion shall be reasonably exercised. Leave shall not be granted where the Employer's day-to-day operation is adversely affected by granting such leave. If a general leave of absence has been granted, co-workers may not apply for a general leave until 24 months have elapsed since the return date of their last general leave.
  - (iii) Vacation pay does not accumulate during a general leave of absence.
  - (iv) Where the leave of absence is greater than thirty (30) days, the co-worker is responsible for his or her own health and welfare benefits coverage.
  - (v) In order to maintain health and welfare benefits coverage, the co-worker must make full payment for the coverage prior to the commencement of the leave of absence.
  - (vi) Request for leaves and responses to requests for leaves shall be in writing.

- (vii) Seniority will accumulate for leaves of absence for thirty (30) days or less; thereafter, seniority will be maintained but shall not accumulate.

### **Build-up Leave**

- (f) Co-workers who choose to take leave of absence for the purpose of joining a build-up or re-model in another store, shall accumulate seniority for a period of up to a maximum of six (6) months. Thereafter, the co-worker shall maintain his or her seniority, unless he or she takes a full-time position with the other store.

### **Compassionate Leave**

- (g) The Employer will grant Compassionate Leave in accordance with the Employment Standards Act and/or in accordance with benefits payable through the Employment Insurance Act.

## **6. SHOP STEWARDS**

- (a) There shall be a Chief Steward appointed, (if the Union wishes), to see that the provisions of this Agreement are adhered to and five (5) Stewards elected at 3200 Sweden Way.
- (b) The Shop Steward shall have no authority to alter, amend, violate, or otherwise change any part of this Agreement.
- (c) The Employer will recognize the Shop Steward selected in accordance with the Union rules and regulations as the representative of the co-workers in the respective groups or departments for which they are chosen, and hereby recognizes that the power to appoint and removal thereof is solely vested with the Union. The number of Stewards will be consistent with the need.
- (d) The Union will advise the Employer of the identity of all Shop Stewards and Chief Shop Stewards. All Shop Stewards and Chief Stewards will be identified on the posted seniority list.
- (e) Shop Stewards shall be allowed to take up grievances during working hours with the least disruption as possible of the co-worker's or Shop Steward's work. The Shop Steward, as well as the co-worker must receive the permission of management before leaving his/her work area.
- (f) Shop Stewards shall be required to take time off work, with pay, for one (1) day in each calendar year for the purpose of attending a labour relations oriented educational seminar conducted by the Union.

## 7. WORK CLOTHES

- (a) **Staff Apparel:** Every co-worker is to present a professional appearance while at work and to wear appropriate apparel as set out in the Employer's Policy Manual as amended from time to time. Clothing which displays Ikea's name or logo shall be provided by the Employer without charge to the co-worker, but shall be maintained by the co-worker to present a clean and tidy appearance. Buttons, pins or logos are not to be worn by co-workers except when provided by the Employer.
- (b) The Employer shall provide and maintain, without charge to the co-worker, coveralls where required for the co-workers' work and aprons for IKEA food service co-workers.
- (c) The Employer shall supply any safety equipment required by the Workers' Compensation Board (the "W.C.B.") without charge.
- (d) (i) The Employer shall reimburse each co-worker who works in the warehouse or restaurant, or in any other place designated by the W.C.B. for the cost of a pair of steel-toed safety boots or safety shoes to a maximum of one hundred dollars (\$100.00) as necessary. Old boots or shoes must be turned in to obtain reimbursement for a new pair. A receipt must be presented for payment.
- (d) (ii) New co-workers in any place designated by Workers' Compensation Board, are required to have the appropriate safety footwear as a condition of employment. Reimbursement for the cost of safety footwear purchased for employment at IKEA will be made upon successful completion of his/her probationary period.
- (e) Wherever they are required to be used on the job, the Employer shall supply, free of charge, rubber clothes, rubber boots and gloves.
- (f) Work boots shall be worn while on duty.

## 8. UNION NOTICES

The Employer agrees to provide space that is readily accessible for Official Union notices and there shall be no interference by the Employer with said Notice Board.

The Employer shall supply to the Chief Shop Steward an up to date seniority list for posting on the bulletin board at the same time the Union receives its copy.

## 9. CONFLICTING AGREEMENT

The Employer agrees not to enter into any agreement or a contract with co-workers 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.

Any wage rates other than those set out in the Agreement shall be a matter of negotiation between the Employer and the Union.

## **10. PROTECTION OF RIGHTS**

The Employer shall not require any bargaining unit co-worker to cross a legally established picket line. Co-workers who are at work at the time a legal picket line is established shall be required to remain on the job for the balance of their shift.

## **11. TRANSFER OF TITLE OR INTEREST**

The provisions of Section 35 of the Labour Relations Code are applicable to the bargaining unit covered by this Agreement.

The Union shall be given notice in the event that the Employer disposes of the business covered by the bargaining unit.

## **12. JOINT LABOUR MANAGEMENT COMMITTEE**

- (a) A Labour Management Committee shall be established in accordance with Section 53 of the Labour Relations Code comprised of equal representation of Management and Co-worker/Union representatives.
- (b) The Employer members of the Committee shall be the Store Manager and/or his or her designate, plus the additional persons appointed by the Store Manager.
- (c) Co-worker/Union representatives shall be the Shop Stewards and/or their designates.
- (d) The Committee cannot change the Collective Agreement. Article 9 (Conflicting Agreement) applies.
- (e) Meetings of this Committee shall be held a minimum of six (6) times a year. Co-worker members of the Committee shall be paid for attending meetings as per their classification under this Collective Agreement.
- (f) Resolutions and findings of this Committee shall be presented to all IKEA co-workers.

## **13. GRIEVANCE PROCEDURE**

- (a) Any complaint, disagreement or difference of opinion between the Employer, the Union or co-workers covered by this Agreement, which concerns the

interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.

Any co-worker, the Union or the Employer may present a grievance. Any grievance which is not presented within fourteen (14) calendar days following the event giving rise to such grievance shall be forfeited and shall be deemed to be waived.

(b) The Steps of the Grievance Procedure shall be as follows:

**STEP I** The co-worker, with the Shop Steward if the co-worker wishes, shall take the grievance up with his or her Supervisor.

The Employer shall take up its grievance with the co-worker concerned who may have a Shop Steward present if he or she desires.

**STEP II** Should a resolution not be reached by Step I, then the grieving party shall reduce the grievance to writing and:

- (a) in the case of the co-worker or the Union shall present the written grievance to the Store Manager, not later than seven (7) calendar days after the meeting at Step I;
- (b) in the case of the Employer shall present the written grievance to the Business Representative of the Union, not later than seven (7) calendar days after the meeting in Step I.

The Store Manager, or his or her designate, and the Business Representative of the Union, or his or her designate, with such persons as either of these parties may desire, shall meet not later than fourteen (14) calendar days after receipt of the written grievance to discuss the grievance and to seek a resolution.

**STEP III** If a resolution is not reached at Step II, then either party may notify the other party of its desire to take the grievance to Arbitration. The notification shall be in writing and shall occur not later than fourteen (14) calendar days after the meeting in Step II.

**STEP IV** The parties shall meet together within seven (7) calendar days of the notification at Step III to select an Arbitrator. If they fail to select an Arbitrator within seven (7) calendar days then either party may apply to the Director of the Collective Agreement Arbitration Bureau to appoint an Arbitrator from the Register of Arbitrators, maintained pursuant to Section 83 of the Labour Relations Code.

(c) Any grievance not presented or advanced to the next step within the time limits shall be conclusively deemed to be forfeited and waived.

(d) The parties may agree to extend the time limits.

- (e) The Arbitrator shall have no jurisdiction to alter or change any of the provisions of this Agreement, except where there is a dispute between the parties relating to the rate of pay for a newly established, or altered classification not provided herein, or a dispute under Article 25(b) herein. The Arbitrator shall have the power to deal with such matters and bring down a final and binding award.
- (f) Each of the parties will pay one-half (2) of the fees and expenses of the Arbitrator.
- (g) A co-worker who is discharged or suspended shall have the right to be given the reason for his or her discharge or suspension in writing within seventy-two (72) hours of the co-worker's request. Seventy-two (72) hours shall not include Saturdays, Sundays or General Holidays. Copies shall be forwarded by the Employer to the Union Business Representative within the same seven-two (72) hour period.
- (h) Any co-worker called to appear or subpoenaed by the Employer to testify at an Arbitration shall be paid for all lost time from work as a consequence of appearing as a witness.
- (i) All evaluations, written reprimands or warnings shall be placed in a co-worker's personnel file and a copy shall be given to the co-worker within thirty(30) days of the event giving rise to the statement. If a copy is not given to the co-worker within thirty (30) days, such evaluation, reprimand or warning shall be null and void. Copies shall be forwarded by the Employer to the Union Business Representative within the same thirty (30) day period.
- (j) Written reprimands or warnings cannot be used by the Employer in assessing discipline if the reprimand or warning is one (1) or more years old, with the exception of safety related issues where reprimands or warnings shall remain active for two (2) years as per Article 27(a).

#### **14. JOB POSTING, ETC.**

- (a)
  - (i) In the event that a regular full-time or regular part-time position within the bargaining unit becomes vacant or a new position is created, the Employer shall post a notice on the job opportunity board setting out the details of the position, rates of pay, required qualifications and abilities, and a proposed starting date.
  - (ii) Co-workers who wish to apply for the posting shall do so within nine (9) calendar days of such posting, except that co-workers on vacation at the time of the posting may apply upon their return.
  - (iii) The position shall be granted to the co-worker who has the greatest seniority provided that the co-worker has the requisite qualifications and ability to satisfy the normal or reasonable requirements of the position. If a suitable qualified candidate cannot be found within the

bargaining unit, the Employer may hire a new co-worker for the position.

- (iv) When there is a question as to whether or not the senior co-worker has the ability to perform the job in question, he or she shall be placed on such job for a trial period of up to a maximum of ninety (90) days and if found unsatisfactory shall be returned to his or her former position without loss of seniority.
- (v) It is understood that co-workers may apply for lower paying positions as well as higher paying positions. Co-workers who are newly hired and serving a probation period or co-workers who are in a new position and serving a trial period may not apply on posted positions until their probation/trial period is successfully completed. It is understood that co-workers can apply for any full-time position at any time.
- (vi) Temporary positions greater than ninety (90) days: maternity leave, short term disability, long term disability, Workers= Compensation leave, general leave of absences or co-workers absent for store build-ups or re-models must be posted. When filling these positions the employer must first consider the qualifications, abilities and seniority of the co-workers within the department and secondly within the bargaining unit before hiring a new co-worker.

Temporary vacancies created which do not exceed ninety (90) days shall not require a job posting. However, when filling these positions the employer must first consider the qualifications, abilities and seniority of the co-workers within the department and secondly within the bargaining unit before hiring a new co-worker.

It is understood that co-workers filling temporary vacancies in full-time positions shall be guaranteed a minimum of thirty-eight (38) hours a week.

- (vii) In circumstances where a posted position resulted in a shortage of qualified candidates and within forty-five (45) days of that posting going up and another vacancy occurs in the same department, same position, then the Employer may hire a co-worker for the position without posting.
- (b) If the Employer wishes to institute a new job or classification for which there is no wage rate contained in this Agreement, the parties shall negotiate wage rates, conditions, etc. for such job or classification. Failure of the parties to agree shall cause the matter to be submitted to Arbitration. For any new position, the Employer may set an interim rate pending negotiations and/or arbitration.

- (c) Wherever there is a significant change in job content or working conditions, the parties shall discuss the appropriateness of a rate revision. If agreement cannot be reached, the matter may be processed through the Grievance Procedure, to a final conclusion.

**15. TECHNOLOGICAL CHANGE AND RETRAINING**

- (a) The parties agree to comply with the provisions of Section 54 of the Labour Relations Code, except that the Employer agrees to give the Union ninety (90) days notice of the introduction of the measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of co-workers to whom the Collective Agreement applies.
- (b) Wherever there is a significant change in job content or working conditions under this Article, the parties shall discuss the appropriateness of a rate revision or a new job classification. If agreement cannot be reached, the matter may be processed through the Grievance Procedure to a final conclusion.

**16. SEVERANCE PAY**

- (a) Co-workers with one (1) full year of service or more, whose employment is terminated as a result of technological change, loss of business or due to a disabling injury or illness shall receive severance pay of one (1) week's pay per year of service. Should employment be terminated as a result of store or department closure, severance pay will be one (1) month's pay per year of full service.
- (b) Severance pay will not be applicable in the event of a lay-off of a co-worker unless the lay-off, without recall, exceeds a period of nine (9) months.

**17. PAY DAY AND PAY STATEMENTS, ETC.**

- (a) All co-workers covered by this Agreement shall be paid not less frequently than on a biweekly basis. All wages earned to be paid five (5) calendar days after the pay period cut-off and six (6) days in a week where a general holiday falls.
- (b) The Employer shall provide every co-worker 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.
- (c) Where there is an error on a pay cheque this shall be corrected and any monies owing be paid not later than three (3) working days from the date the Employer's payroll official is notified of the error, or a five percent (5%)

penalty on the amount owing will be paid to the co-worker involved for each day the error is not corrected.

## 18. ANNUAL VACATIONS

- (a) No later than February 1<sup>st</sup> of each year, the Employer shall post a vacation list for the vacation year May 1<sup>st</sup> of that year to April 30<sup>th</sup> of the following year. This list will indicate departmental co-worker=s seniority, current vacation entitlement, anniversary date, an entitlement schedule and a guideline for each week of the year which indicates the maximum number of co-workers allowed off on vacation on any given week. Co-workers, in order of seniority, shall apply for their vacation on the list. All applications must be completed by the 15<sup>th</sup> of March. Once the list is approved, the completed and authorized vacation schedule shall be posted on April 1<sup>st</sup>. Vacations shall not be altered except by the mutual consent of the co-worker and Employer.
- (b) Vacations shall be taken in one (1) unbroken period not exceeding three (3) weeks unless requested by the co-worker who shall have the right to decide whether his or her vacation shall be in one (1) period or split. If a co-worker so chooses, his or her vacation must be given between April 1<sup>st</sup> and August 10<sup>th</sup> in each year.
- (c) A co-worker's anniversary date of original hiring shall be used as the date to calculate his or her vacation entitlement and payment.
- (d) Full-time co-workers and part-time co-workers hired before December 31<sup>st</sup>, 1988 shall be entitled to vacation time as outlined herein:
  - (i) Co-workers with one (1) year of completed service but less than two (2) years of completed service shall receive two (2) weeks vacation in their second year, with eighty (80) hours' pay at current rates, or four percent (4%) of their gross earnings for the year for which they are receiving their vacation, whichever is the greater.
  - (ii) Co-workers who have two (2) years of completed service but less than five (5) years of completed service shall receive three (3) weeks vacation in their third year, fourth and fifth years, with one hundred and twenty (120) hours pay at current rates, or six percent (6%) of their gross earnings for the year for which they are receiving their vacation, whichever is the greater.
  - (iii) Co-workers with five (5) years of completed service but less than ten (10) years of completed service shall receive four (4) weeks vacation in their sixth, seventh, eighth and ninth years, with one hundred and sixty (160) hours pay at current rates, or eight percent (8%) of their gross earnings for the year for which they are receiving their vacation, whichever is the greater.
  - (iv) Co-workers who have completed ten (10) or more years of service shall receive five (5) weeks vacation each year with two hundred (200)

hours pay at current rates, or ten percent (10%) of their gross earnings for the year for which they are receiving their vacation, whichever is the greater.

- (v) Co-workers who have completed twenty (20) or more years of service shall receive six (6) weeks vacation each year with two hundred and forty (240) hours pay at current rates or twelve percent (12%) of their gross earnings for the year for which they are receiving their vacation.
  - (vi) When a co-worker has been paid a minimum of one thousand (1,000) hours in the previous vacation year, running from anniversary date to anniversary date, he or she shall be eligible for vacations with pay as above set forth. If less than one thousand (1,000) hours have been paid, the co-worker shall be entitled to vacations as above set forth, however, the applicable percentage rate only shall apply.
- (e) Full time and part-time co-workers hired after December 31, 1988 shall be entitled to vacation leave and vacation pay as outlined in the following entitlement schedule:

**ENTITLEMENT SCHEDULE**

<b>IN YOUR</b>	<b>PERCENT EARNED/PAID</b>	<b>DAYS EARNED/ENTITLED</b>
1 <sup>st</sup> year	4/0	10/0
2 <sup>nd</sup> year	6/4	15/10
3 <sup>rd</sup> year	6/6	15/15
4 <sup>th</sup> year	6/6	15/15
5 <sup>th</sup> year	8/6	20/15
6 <sup>th</sup> year	8/8	20/20
7 <sup>th</sup> year	8/8	20/20
8 <sup>th</sup> year	8/8	20/20
9 <sup>th</sup> year	8/8	20/20
10 <sup>th</sup> year	10/8	25/20
11 <sup>th</sup> year	10/10	25/25
12 <sup>th</sup> year	10/10	25/25
13 <sup>th</sup> year	10/10	25/25
14 <sup>th</sup> year	10/10	25/25

15 <sup>th</sup> year	10/10	25/25
16 <sup>th</sup> year	10/10	25/25
17 <sup>th</sup> year	10/10	25/25
18 <sup>th</sup> year	10/10	25/25
19 <sup>th</sup> year	10/10	25/25
20 <sup>th</sup> year	12/10	30/25
21 <sup>st</sup> year	12/12	30/30

- (f) (i) Absence due to an illness or authorized leave of absence will be deemed to be time worked for the purpose of vacation leave entitlement.
- (ii) Approved medical leave (up to a maximum of fifteen (15) weeks) and pregnancy and parental leave in accordance with Federal and/or Provincial legislation (up to a maximum of sixty-three (63) weeks) shall be counted as time worked for the purpose of vacation pay, on the basis of the average weekly hours worked by the co-worker in the twelve (12) month period immediately preceding the leave.
- (g) If a co-worker leaves the employ of the Employer before he or she is entitled to two (2) weeks vacation, he or she shall receive four percent (4%) of the gross earnings he or she received while in the employ of the Employer.
- (h) Prior to a co-worker going on his or her vacation, the Employer shall furnish the co-worker with a statement showing the period for which the co-worker is receiving his or vacation pay, how the vacation pay was calculated (i.e. on a percentage basis or weekly wages), and shall include all overtime payments, commissions or anything of a monetary value received from the Employer on which the co-worker has to pay income tax, and also a cheque for the appropriate vacation pay that the co-worker is entitled to.
- (i) Part-time co-workers who work twenty-four (24) hours a week or less will be paid out their vacation pay on their anniversary date or when the co-worker takes his or her first week of vacation. However, the co-worker will not be required to take time off.
- (j) All co-workers who so choose may have their annual vacation pay percentage included with their regular bi-weekly pay.
- (k) A co-worker may carryover not more than one (1) week's vacation from one employment year to the next. All carry-over requests shall be indicated during the February 1<sup>st</sup> to March 15<sup>th</sup> selection process.

## 19. GENERAL HOLIDAYS

- (a) All co-workers who work a minimum of twelve (12) hours a week, in the thirty (30) days prior to the General Holiday shall be entitled to the following General Holidays with pay, based on eight (8) hours, or their regularly scheduled hours at their applicable rate, inclusive of shift premium where applicable at the time of taking such holiday:

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

- (b) If during the life of this Agreement the Federal or Provincial Governments declare or proclaim any other day than those listed herein a Holiday, then co-workers shall receive such day off with pay as set out herein in (a) above.
- (c) Co-workers who are required to work a shift which commences at any time during the General Holiday, or a shift which carries over into a General Holiday for at least two (2) hours, shall in addition to their regular Holiday pay, receive time and a half (1.5) their hourly rate for all hours worked during that shift. Not more than one (1) shift shall be paid as an overtime shift for any General Holiday.
- (d) It is agreed that the General Holidays shall take place on the day and date designated as a Holiday by the Federal or Provincial Government.
- (e) Co-workers shall be paid for each General Holiday even if it falls on the co-worker's weekly days off, annual vacation, jury duty or bereavement leave. If on lay-off, the co-worker who has been laid off or is recalled within the thirty (30) day period preceding the General Holiday shall be given a day off with pay in such circumstances or an extra day's pay as the co-worker chooses.

## 20. SEPARATION OF EMPLOYMENT

- (a) If a co-worker is discharged he shall be paid in full for all monies owing him on the date of his discharge less any amount of monies owing the Employer due to the co-worker's credit obligations to the Employer pursuant to the co-worker's written authorization.
- (b) The Employer shall give a Record of Employment Certificate to any co-worker who separates from employment for at least seven (7) days for any reason within five (5) days of the last day worked, or terminates.

## 21. SENIORITY

- (a) Seniority shall be calculated on an hours-paid basis. All hours paid under the following circumstances shall accumulate and be credited towards overall seniority status;

- (i) regular hours worked and paid;
  - (ii) overtime hours worked and paid (1 hour worked = 1 hour seniority)
  - (iii) vacation hours paid;
  - (iv) sick time hours paid under employer=s sick plan;
  - (v) short-term disability hours as submitted to the insurance carrier;
  - (vi) worker=s compensation hours as submitted to the Board upon claim;
  - (vii) hours submitted for the purpose of pregnancy or parental leaves;
  - (viii) regular and overtime hours worked in other locations for projects or build-ups; and
  - (ix) hours paid under the bereavement or jury duty leaves. Employment elsewhere with the Employer shall be credited only for the calculation of vacation entitlement and pay.
- (b) All new co-workers shall be probationary for the first 520 hours or six (6) months, whichever is first, of their employment during which time the Employer shall assess their suitability to be a seniority rated co-worker.
  - (c) There shall be two (2) seniority lists, one for full-time and one for part-time, which set out the co-worker's name, date of hire, full or part-time status and total accumulation of hours. The lists shall be kept current and one (1) supplied to the Union and one (1) copy posted every two (2) months. Upon successful completion of the probationary period, all regular hours worked and paid shall be back dated to the date of hire as a regular co-worker.
  - (d) The senior full-time twenty-nine (29) co-workers, as of January 1, 1998, shall be scheduled to work forty (40) hours a week pursuant to Article 22 of this Collective Agreement. All other full-time co-workers shall be scheduled thirty-eight (38) hours a week. The number of full-time positions guaranteed are seventy (70).
  - (e) Forty (40) part-time positions designated by department shall be guaranteed thirty (30) hours per week in a five day period. All other regular part-time positions shall have no minimum guarantee of hours per week.
  - (f) Lay-off and recall shall be based on seniority, as defined above. Part-time co-workers shall be laid off prior to full-time co-workers. Co-workers with the least amount of accumulated hours shall be the first laid-off and the last laid off shall be the first recalled, provided the co-workers in question are capable of doing the available work.
  - (g) Employment shall be lost if a co-worker:

- (i) voluntarily leaves; or
  - (ii) is discharged for cause; or
  - (iii) is absent without leave for three (3) working days without legitimate reason; or
  - (iv) after lay-off, fails to report for work for five (5) working days after being recalled by phone and registered letter; or
  - (v) is on continuous lay-off for nine (9) months.
- (h) Where the Employer wishes to promote any co-worker to a position outside the bargaining unit and the Employer wishes to return the co-worker to the bargaining unit within six (6) months of the appointment, there shall be no loss of seniority. If later than six (6) months, the seniority attained prior to the appointment only shall apply. If a co-worker does not return to the bargaining unit within twelve (12) months of the appointment, the co-worker shall lose all bargaining unit seniority. The Union will be notified of all such appointments within seventy-two (72) hours. This clause shall only apply to promotions within the Richmond location, and it is understood that co-workers accepting positions outside the bargaining unit, will forfeit all of the rights under the terms of this Collective Agreement.

## **22. DAYS AND HOURS OF WORK AND OVERTIME**

- (a) The daily hours of work are 6:00 a.m. to 10:00 p.m. Monday to Saturday inclusive and 6:00 a.m. to 6:30 p.m. on Sundays. All with a one-half (2) hour unpaid lunch break. All shifts will be scheduled a minimum of four (4) hours except as stated in Article 22(e).

\$1.50 per hour premium will be paid for all hours worked outside the daily "hours of work".

- (b) The work week for full-time co-workers is five (5) days a week. All shifts for full-time co-workers shall be scheduled three (3) weeks in advance and the schedule shall be posted on the scheduling notice board showing the hours of work, start/finish times and days of the week. The weekly schedule for full-time co-workers shall allow for fifty percent (50%) of the weekend off (a Saturday or Sunday). Every effort will be made to schedule two (2) consecutive days off.

Any change in the posted schedule shall be upon forty-eight (48) hours notice at minimum. Changes required to cover unanticipated absences or illness will not require advance notice.

- (c) Nothing in this Article or Collective Agreement shall constitute a guarantee of days per week for part-time co-workers, with the exception of Article 21(e) re: forty (40) co-workers guaranteed thirty (30) hours per week.

The scheduling of part-time co-workers shall be done to support the business needs with the distribution of shifts/hours in a one week period done by

seniority. All shifts for part-time co-workers shall be scheduled three (3) weeks in advance and the schedule shall be posted on the scheduling notice board showing the hours of work, start/finish time and days of the week.

Shift changes from the posted schedule must be done by mutual agreement between co-workers, submitted in writing, and approved by the manager. Mutual shift changes must be done with a minimum of twenty-four (24) hours advance notice of the changed shift.

Part-time co-workers not available for shifts (except by approved general leave) for thirty (30) days shall be considered to have voluntarily left and their employment shall be lost.

- (d) Overtime at the rate of time and a half (1 ½ X) shall be paid for all work in a day in excess of eight (8) hours and all work in a week in excess of forty (40).

Double time (2x) will be paid after ten (10) hours worked in any one (1) day.

- (e) Co-workers attending the Employer's scheduled general staff meetings shall be paid a minimum of two (2) hours at the applicable rate of pay, any overtime as outlined in Article 22(d) and only one (1) premium rate whichever of the premiums is greater. Scheduled general staff meetings shall be limited to three (3) a year.
- (f) While the Employer retains the right to schedule individual co-workers in the bargaining unit, the Employer agrees to co-operate with the co-worker with regard to scheduling hours of work and days off where feasible. The Employer has the right to stagger the starting times of individual co-workers within the daily hours of work. The Employer will not schedule split shifts.

No co-worker will be required to work more than ten (10) shifts in fourteen (14) days. Additional shifts can be worked at the discretion of the co-worker.

- (g) All co-workers working with tools shall be allowed sufficient time during working hours to return tools, parts, etc. to the stores or crib before the end of their shift.
- (h) All co-workers engaged in "dirty" work (i.e. work in which an co-worker gets dirty to the point where he would require a longer wash-up period to get clean), shall receive the last five minutes of their shift for a wash-up.
- (i) Overtime is voluntary provided that the co-worker cannot collectively refuse to work overtime and where necessary the Employer can require a junior co-worker with the qualifications required to provide the overtime work. No overtime will be accepted unless previously authorized by a department head, prior to the overtime commencing.

In order to ensure that overtime is distributed equally within the department, an co-worker shall not work more than six (6) hours of overtime until all other co-workers in that department have been offered six (6) hours of overtime.

### 23. LUNCH AND REST PERIODS

- (a) Except when one fifteen (15) minute break is provided, each co-worker shall receive an uninterrupted fifteen (15) minute break in each half of his shift. The time for said breaks to be scheduled by Management. However, such shall not be scheduled earlier than one and a half (1 1/2) hours from the commencement of each half of a co-worker's work shift. If overtime is to be worked, then each co-worker shall receive a paid fifteen (15) minute break, prior to such overtime commencing.

Any co-worker working a five (5) to a five and one-half (5 1/2) hour shift shall be entitled to a twenty (20) minute paid break.

#### SCHEDULE

HOURS SCHEDULED	PAID	UNPAID 2 HOUR MEAL BREAK	PAID 15 MINUTE COFFEE BREAK
4.0	4.0	0	1
4.5	4.5	0	1
5.0	5.0	0	1 (20 minutes)
5.5	5.5	0	1 (20 minutes)
6.0	5.5	1	1
6.5	6.0	1	1
7.0	6.5	1	2
7.5	7.0	1	2
8.0	7.5	1	2
8.5	8.0	1	2

- (b) When co-workers work two (2) hours overtime the co-worker shall receive a break of thirty (30) minutes, with pay, and shall receive a meal or a meal allowance of six dollars (\$6.00) to be paid on the next pay cheque.

### 24. COMPENSATION COVERAGE

When an co-worker goes on Compensation, he shall, when the Compensation Board signifies that he may go to work, be returned to the payroll at his previous job and applicable rate of pay.

**25. SAVINGS CLAUSE**

- (a) If any Article or Section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal, pending a final determination as to its validity, the remainder of this Agreement or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (b) In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union, for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they may submit the dispute to the Grievance Procedure as in Article 13 herein.

**26. SANITARY FACILITIES, ETC.**

- (a) The Employer agrees to maintain clean, sanitary washrooms having hot and cold running water and proper hand cleanser and towels in sufficient quantity, with toilet facilities, and co-workers shall observe the simple rules of cleanliness and good housekeeping in these facilities.
- (b) Clothes closets or lockers of a suitable size for the protection of co-workers' clothes and personal belongings shall also be provided. Locks to be supplied by the Employer. Co-worker to be present except in the case of an emergency when lockers are opened by Management.
- (c) The Warehouse and Office shall be adequately heated and ventilated in accordance with government regulations.

**27. SAFETY AND HEALTH**

- (a) The Employer's policy is to promote and maintain safe working conditions and safe work practices that avoid risks to co-workers, customers and property. The success of this policy will be reached through a high degree of co-operation/compliance among all co-workers, good management practices, and active involvement in all areas of the store's operation. Written reprimands or warnings involving unsafe work practices that put co-workers, customers or property at risk, cannot be used by the Employer in assessing discipline if the reprimand or warning is two (2) or more years old.
- (b) A co-worker who reasonably considers that any equipment or practice being carried on within the premises is unsafe to him shall first discuss the matter

with management and if the matter is not resolved, shall have the right to refuse to work with such equipment or under such conditions.

- (c) In the event of a co-worker becoming ill during his shift, the co-worker shall report directly to his Supervisor, and if the co-worker wishes to go home or to a doctor permission to do so will be granted.
- (d) If a First-Aid Attendant is required by the Workers' Compensation Board and is a bargaining unit co-worker, he shall be paid one dollar (\$1.00) per hour in addition to his hourly rate of pay.

If the Employer requests any co-worker to take a First-Aid course, the Employer shall reimburse the said co-worker for the full cost of the fees and course expenses (receipts must be presented). The co-worker shall also be paid at his hourly rate of pay at straight time rates (no premium or shift differentials) for all hours that the co-worker attends classes. This does not include travel time or travel expenses.

## **28. MANAGEMENT**

The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations; to direct the work force; to hire; to promote as set out in the Agreement; demote and/or discharge for just cause; to lay-off; to assign work; to increase and decrease the work force; to determine the methods of work; to establish schedules, to maintain order and discipline through the creation and enforcement of rules, policies and procedures not inconsistent with the Agreement. Provided however, that the Employer agrees that any exercising of these rights and powers in conflict with any provisions of this Agreement shall be subject to the provisions of the Grievance Procedure.

## **29. HEALTH AND WELFARE PLAN**

- (a) The Employer's present Health and Welfare Plan shall be applicable during the life of this Agreement. The full cost of the Health and Welfare Plan shall be paid one hundred percent (100%) by the Employer. The coverage provided by the Plan shall be described in Appendix "B" to this Agreement.

All benefits and privileges not specified in this Agreement may be maintained at the discretion of the Employer. Reasonable notice of the removal or modifications of any such benefit or privilege shall be given by the Employer.

- (b) **Sick Leave**

Co-workers working fifteen (15) hours or more per week shall be entitled to earn one (1) paid sick day per month, cumulative to a maximum of twelve (12) days per year. Unused sick days may be carried over to the following year provided, however, that the maximum sick days shall not exceed twelve

(12) days. Sick leave shall only be used for legitimate sickness of a co-worker. Up to three (3) days of annual entitlement may be used to care for sick or ill immediate family members. At the request of the Employer, the co-worker shall be obliged to provide a Doctor=s Certificate sufficient to substantiate the illness or sickness. Such Certificate shall be paid for by the Employer. Any abuse of these sick leave provisions may result in discipline.

### **30. ARTICLE HEADINGS**

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.

### **31. CLASSIFICATIONS AND WAGE RATES, ETC.**

- (a) The classifications and wage rates for the effective period of this Agreement shall be those as set out in Appendix "A" attached hereto and forming part of this Agreement.
- (b) Time shall be computed from the time the co-worker commences his day's work until his shift is finalized.
- (c) When a co-worker meets with an accident at work, he shall be paid a full day's wages for the day of the accident unless reimbursed by other sources.
- (d) If a co-worker is required to take time off during working hours in regard to any compensable injury or illness, he shall be paid his scheduled hours for that day unless reimbursed by other sources.
- (e) When a co-worker is temporarily removed or transferred by the Employer from the co-worker's regular work, other than for the purposes of avoiding a lay-off, he shall be paid his regular rate of pay or the rate of the other work whichever is greater for all time employed on such work and no co-worker's rate may be reduced below his regular rate.
- (f) Upon mutual agreement between the Employer and a co-worker, a co-worker may be transferred temporarily to a position outside his classification for the purpose of receiving training in other positions, during which time he shall receive his regular rate. Such transfers shall not exceed two (2) consecutive weeks at any one time.

### **32. PAID ELECTION TIME OFF**

The Employer shall not alter the regular or normal hours of employment of any co-worker to circumvent either this Agreement or the requirements of Section 48 of the Canada Elections Act and/or Section 200 of the Provincial Elections Act.

**33. GENDER**

Wherever the use of the male gender is used herein, it shall also apply to the female gender.

**34. TOOLS**

All tools and equipment required by co-workers to properly perform the functions of their job shall be furnished by the Employer and shall be its property at all times. If tools are specifically assigned to a designated co-worker, such co-worker shall be responsible if such tools are lost.

No co-worker shall be required to use his car on Employer business.

**35. TRANSFERRED CO-WORKERS**

- (a) Co-workers may only be transferred from one (1) branch of the Employer's business to another with his/her consent.
- (b) The Employer's National Relocation Agreement will outline the terms and conditions related to any transfer.

**36. LOSS OF BENEFITS**

No co-worker who, prior to the date of this Agreement, was receiving more than the rate of wages in Appendix "A" shall suffer a reduction in wages because of the adoption of this Agreement.

**37. UNION ACCESS**

A duly authorized representative of the Local Union will be allowed reasonable access to the place of work during working hours upon receiving permission from management to attend, which permission will not unreasonably be withheld.

**38. RETROACTIVE PAY**

Upon ratification of this Agreement, all co-workers shall receive a lump sum payment equivalent to two percent (2%) of their earnings from January 1<sup>st</sup>, 2007 to the date of ratification.

**39. BANKING OF OVERTIME**

- (a) Co-workers who work overtime may bank up to twenty-four (24) straight time hours to be used for time off. Time off must be taken at a time mutually agreed between the co-worker and the Employer within six (6) months of the hours worked which

shall not have preference over vacation time in the period between April 1<sup>st</sup> and August 10<sup>th</sup>.

On January 31<sup>st</sup> and June 30<sup>th</sup>, co-workers shall elect from the following options:

- (i) Over the next six (6) months, all overtime shall be paid when worked.
- (ii) Over the next six (6) months, all overtime shall be banked for time off in lieu of pay.
- (iii) Over the next six (6) months, all overtime shall be banked and submitted as an R.R.S.P. contribution or cash payout.

If (iii) is selected, then the twenty-four (24) straight time maximum on banked overtime shall not apply.

- (b) For the purpose of tracing banked overtime, co-workers may request a copy of the payroll authorization form or may request a summary review from the Payroll Department. When the payroll systems are capable, an overtime summary field will reflect banked overtime on the co-workers pay statement.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) by its Officers duly authorized therefor, and the Party of the Second Part has hereunto affixed its signature(s) and seal by its Officers duly authorized therefor.

DATED AT Richmond, British Columbia, this                      day of                      , 2007.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

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## APPENDIX "A"

### WAGE SCHEDULE

#### 1) Employees Hired after August 18, 2004

	Start	@ 1 <sup>st</sup> Year	@ 2 <sup>nd</sup> Year	@ 3 <sup>rd</sup> Year	@4 <sup>th</sup> Year Ratification	@4 <sup>th</sup> Year Jan 1, 2008	@4 <sup>th</sup> Year Jan 1, 2009	@4 <sup>th</sup> Year Jan 1, 2010	@4 <sup>th</sup> Year Jan 1, 2011	@4 <sup>th</sup> Year Jan 1, 2012
A	\$12.00	\$14.00	\$15.84	\$17.27	\$18.78	\$19.16	\$19.54	\$20.11	\$20.68	\$21.09
B	\$11.75	\$13.00	\$14.91	\$16.33	\$17.63	\$18.01	\$18.39	\$18.96	\$19.53	\$19.92
C	\$11.10	\$12.32	\$13.80	\$15.32	\$16.88	\$17.26	\$17.64	\$18.21	\$18.78	\$19.16
D	\$10.10	\$11.00	\$11.77	\$12.71	\$13.88	\$14.26	\$14.64	\$15.21	\$15.78	\$16.10
E	\$9.20	\$9.60	\$10.05	\$10.65	\$11.63	\$12.01	\$12.39	\$12.96	\$13.53	\$13.80

#### 2) Employees Hired Prior to August 18, 2004

	Ratification	Jan 1, 2008	Jan 1, 2009	Jan 1, 2010	Jan 1, 2011	Jan 1, 2012
A	\$19.54	\$19.54 2% lump sum	\$19.54 2% lump sum	\$20.11	\$20.68	\$21.09
B	\$19.17	\$19.17 2% lump sum	\$19.17 2% lump sum	\$19.17 3% lump sum	\$19.53	\$19.92
C	\$18.84	\$18.84 2% lump sum	\$18.84 2% lump sum	\$18.84 3% lump sum	\$18.84 3% lump sum	\$19.16
D	\$18.84	\$18.84 2% lump sum	\$18.84 2% lump sum	\$18.84 3% lump sum	\$18.84 3% lump sum	\$18.84 2% lump sum
E	\$18.84	\$18.84 2% lump sum	\$18.84 2% lump sum	\$18.84 3% lump sum	\$18.84 3% lump sum	\$18.84 2% lump sum

Co-workers hired before August 18, 2004 shall receive a lump sum payment on January 1, 2008 and each year thereafter equivalent to the lump sum percentage, noted above multiplied by their previous years earnings until such time as their current wage rate is exceeded by the above wage grid. Co-workers shall not be paid at a rate lower than rate "C". Cash hourly coordinators will be paid rate "C" plus the premium of forty-five cents (45¢) per hour until their wage rate is exceeded by rate "B".

#### 3) RATE "A"

(a) Will apply to those co-workers employed in the following departments:

- Logistics With Forklift License
- Full Service Handout/Shipping
- Maintenance
- Loss Prevention (including Loss Prevention Admin)
- Com& In – Activities
- Com & In – Carpenter
- Com & In – Interior Decorator
- Com & In – Visual Merchandiser
- Com & In – Graphics
- Sales – Kitchens
- Sales – Small Business
- Sales – Work IKEA (includes PTAG)
- Home Furnishings Consultants

**4) RATE "B"**

(a) Will apply to those co-workers employed in the following departments:

Resolutions  
Expeditor  
Troubleshooter  
Cash Hourly Coordinator

**5) RATE "C"**

(a) Will apply to those co-workers in the following departments:

Furniture Builder  
Sales – Accenten  
Sales – Activities  
Sales – Beds & Childrens IKEA  
Sales – Greenroom  
Sales – Lighting and Home Organization  
Sales – Living Room  
Sales – Self Serve  
Sales – Textiles  
Recovery  
Returns and Exchanges  
Home Delivery  
Customer Convenience – Furniture Pick-up  
Logistics Replenishment  
Logistics Administration  
Logistics – No Forklift License

**6) RATE "D"**

(a) Will apply to those co-workers in the following departments:

Cash  
Playroom / Smaland  
Restaurant, Bistro and Swedish Foods Market

**7) RATE "E"**

(a) Will apply to those co-workers in the following departments:

Carts  
Runner  
Cleaner

**8) Hourly Coordinators**

Will be paid at the applicable rate of their department plus a premium of \$0.45 per hour.

**9) Supervisor's Wage Schedule**

Rates for Supervisors' positions shall be those set out herein. The rate for a vacant position as a Supervisor shall be set out in the job posting for the position. Supervisors shall be subject to all provisions of this Collective Agreement. Supervisors shall clock in all hours and shall not work overtime unless the overtime is approved in advance by the Supervisor's Manager, except in unforeseen circumstances.

	Effective Upon Ratification	Jan 1, 2008	Jan 1, 2009	Jan 1, 2010	Jan 1, 2011	Jan 1, 2012
Start Rate	\$20.25	\$20.63	\$21.01	\$21.58	\$22.15	\$22.59
- At 9 Months	\$20.71	\$21.09	\$21.47	\$22.04	\$22.61	\$23.06
- At 12 Months	\$21.31	\$21.69	\$22.07	\$22.64	\$23.21	\$23.67

**10)** Probationary co-workers shall start at START RATE in their pay rate classification provided that co-workers who have transferred in from other locations of the Employer, or co-workers who have been hired because of their special experience, may be placed at higher than the starting rate, at the Employer's discretion.

**11)** Casual co-workers shall not be covered by the terms of this Collective Agreement. Casual co-workers shall not be hired for a period exceeding twenty-one (21) worked days and shall not be hired until the casual work has been offered to co-workers on lay-off and part-time co-workers.

The rate of pay for casual co-workers shall be the minimum wage as established under the Employment Standards Act from time to time, plus fifty cents (50¢) per hour.

**12)** Warehouse classification shall include all forklift responsibilities.

**APPENDIX "B"**

**HEALTH AND WELFARE BENEFITS**

**GREAT WEST LIFE**

PLAN A WILL APPLY TO THOSE CO-WORKERS WHO REGULARLY WORK TWENTY (20) HOURS PER WEEK OR MORE. PLAN COVERS CO-WORKER AND ELIGIBLE DEPENDENTS.

**Life Insurance**

Two times (2X) annual salary to a maximum of \$200,000.00

**A.D. & D.**

An amount equal to your Life Insurance under this plan

**Short Term Disability Insurance**

75% of weekly earnings to a maximum benefit of \$450.00

**Long Term Disability Insurance**

75% of monthly earnings to a maximum benefit of \$5,500.00

**Life Time Health Care Maximum**

\$100,000.00

**Dental Plan**

The plan covers the following percentages of reasonable and customary dental charges:

Routine Treatment	100%
Major Treatment	50%
Orthodontic Treatment (children)	50%

The maximum amount the plan will pay for Routine and Major Treatment expenses in any one year is \$1,500.00 for any one person.

The maximum is reduced to \$750.00 during the first year a person is insured if his coverage commences after July 1 of any one year.

The maximum amount that the plan will pay for each complete course of Orthodontic Treatment is \$1,000.00.

PLAN B WILL APPLY TO ALL THOSE CO-WORKERS WHO REGULARLY WORK FIFTEEN (15) TO TWENTY (20) HOURS PER WEEK. PLAN COVERS Co-worker ONLY.

**Life Insurance**

\$10,000.00

**A.D. & D.**

\$10,000.00

**Major Medical Maximum**  
\$5,000.00

**Dental Care Annual Maximum**  
\$500.00.

**B.C. MEDICARE PLAN**

FOR CO-WORKERS WORKING TWENTY (20) HOURS PER WEEK OR MORE:

The Employer will pay 100% of the monthly premium for the co-worker and their eligible dependents.

FOR CO-WORKERS WORKING LESS THAN TWENTY (20) HOURS PER WEEK:

The Employer will pay 100% of the monthly premium to cover single coverage for the co-worker.

However, if any co-worker is otherwise covered for B.C. Medicare under this Agreement, if such other coverage ceases then it shall be the co-worker's responsibility to notify the Employer and request coverage which the Employer shall provide as soon as possible.







**LETTER OF UNDERSTANDING NO. 4**

**BETWEEN: IKEA CANADA LIMITED PARTNERSHIP**  
 3200 Sweden Way  
 Richmond, British Columbia;  
  
 (hereinafter referred to as the "Employer")

**AND: TEAMSTERS LOCAL UNION No. 213**  
  
 (hereinafter referred to as the "Union")

**GUARANTEED FULL-TIME POSITIONS**

The Employer, commits to seventy (70) positions that are full-time status.

The seniority list shall be marked to indicate which active employees are full-time and a current list will be provided to the Union every two (2) months.

It is understood that when a full-time status position becomes vacant, the Joint Union/Management committee shall meet to discuss the Employer=s decision to either maintain the current position or to establish a full-time position in a new area.

The full-time positions are allocated in the store as follows:

<b>Number of Positions By Department</b>	<b>Position</b>	
1	Builder	
2	Customer Convenience	(1 Supervisor and 1 Hourly Coordinator)
2	Maintenance	(1 Supervisor)
2	Loss Prevention	
3	Cash	(1 Supervisor and 2 Hourly Coordinators)
3	Self Serve	(1 Supervisor and 1 Hourly Coordinator)
4	Resolutions	(1 Supervisor and 1 Hourly Coordinator)
3	Recovery	(1 Supervisor)
5	Restaurant	(1 Supervisor and 3 Hourly Coordinators)
7	Showroom	(3 Supervisors and 3 Hourly Coordinators)
8	Logistics	(5 Supervisors and 1 Hourly Coordinator)
8	Work IKEA, Small Business, and Kitchens	(2 Supervisors and 2 Hourly Coordinators)

10  
12

Commin  
Markethall

(4 Supervisors)  
(5 Supervisors and 5 Hourly Coordinators)

DATED AT Richmond, British Columbia, this      day of      , 2007.

FOR THE EMPLOYER

FOR THE UNION

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**LETTER OF UNDERSTANDING NO. 5**

**BETWEEN: IKEA CANADA LIMITED PARTNERSHIP**  
3200 Sweden Way  
Richmond, British Columbia;

(hereinafter referred to as the "Employer")

**AND: TEAMSTERS LOCAL UNION No. 213**

(hereinafter referred to as the "Union")

**GUARANTEED PART-TIME POSITIONS**

The Employer commits to maintain a minimum of forty (40) positions that are guaranteed thirty (30) hours a week in a 5 day period.

<b>Number of Positions By Department</b>	<b>Position</b>	
1	Restaurant	
1	Playroom	
1	Recovery	
2	Home Delivery	
2	Loss Prevention	
2	Self Serve	
3	Showroom	(1 Hourly Coordinator)
4	Work Ikea and Kitchens	
5	Logistics	
5	Returns and Handout	
6	Markethall	(1 Hourly Coordinator)
8	Cash	(6 Hourly Coordinators)

It is understood that the part-time guaranteed positions shall be the senior co-workers in the respective departments and that those designated co-workers shall be fully available. If scheduling restrictions are exercised, then for the period of restriction the guaranteed hours shall be offered to the next senior co-worker. If any departmental structure changes occur during the term of the collective agreement, the parties shall meet to determine the forty (40) positions allocation.

DATED AT Richmond, British Columbia, this        day of        , 2007.

FOR THE EMPLOYER

FOR THE UNION

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## LETTER OF UNDERSTANDING NO. 6

**BETWEEN:** **IKEA CANADA LIMITED PARTNERSHIP**  
3200 Sweden Way  
Richmond, British Columbia;

(hereinafter referred to as the "Employer")

**AND:** **TEAMSTERS LOCAL UNION No. 213**

(hereinafter referred to as the "Union")

### PROJECTS

#### Creation of a Posting

Postings need to be created based on the department business plan. They need to support the goals of the department and the competencies an applicant should possess.

#### Tools

- § Complete a Pro to provide clarity on what attributes you need in a candidate.
- § Create a posting in partnership with HR based on the position profile and Pro.

Projects are used as a means of assessing whether or not a coworker has the competency to perform in a specific job. The project is written to reflect a real situation within the department. The actions/solutions determined by the successful co-worker are expected to be actioned and will be measured as a part of their 30, 60, and 90 day probationary period.

#### If a technical ability is required:

- § Define the technical needs of the position as outlined in the posting;
- § Identify key indicators of competency for the department;
- § Create process of questions and/or demonstration of task to support the technical abilities;
- § Provide an answer worksheet (key words and performance ability) with applicable marks attached;
- § Provide time parameters if applicable; and
- § Provide marks for each question and/or demonstration on the project.

#### If a leadership ability is required:

- § Define the Leadership profile of the position as outlined in the posting.
  - s What leadership qualities support the department goals?
  - s What does the candidate offer to support achieving these goals?

- § Identify with questions how the applicant can show leadership ability
  - S Define leadership
  - S Examples of a time they showed leadership
  - S IKEA=s nine points (which ones do they identify with)
  - S Human Resource Idea
- § Provide marks for each question.
- § Provide time parameters if applicable.
- § Provide an answer worksheet (key words and descriptions) with applicable marks attached.

**Projects will be available to applicants by HR the day after the posting expires.**

- S All projects will have a one-week completion from time of distribution.
- S Projects will be completed and reviewed by a Store Steering member in its entirety before the posting goes on the job board.
- S The employer will provide the union with a copy of every project and answer key in a sealed envelope before the posting goes up on the board.
- S All postings will have a passing bar of 75%.
- S Projects will be presented to the Department Manger, Assistant Manager or Working Supervisor, and a Store Steering Member. Each receiver shall mark individually.
- S The same receivers will meet in a maximum of 3 days to review the marks and discuss any extremes in the marking process.
- S All marks will be totalled and based on a percentage.
- S All marking, notes and time parameters will be noted on the project.
- S Results will be made known to all applicants on the 3<sup>rd</sup> day after the presentation unless otherwise communicated at time project is presented.
- S Project results will be reviewed with all unsuccessful candidates to provide constructive feedback on the project results within one week unless otherwise communicated at time project is presented.
- S The position will be offered to the most senior coworker who receives a mark of 75% or greater on the presented project.
- S Co-workers who receive a mark of seventy-five percent (75%) or greater but are junior to the successful applicant shall be eligible for future job postings without having to complete another project, provided that it is within a twelve (12) month period and that it is in a position with some job function (ie, Markethall BA's, Showroom BA's, Selfserve, Logistics (excluding Logs Admin). All others will have jobs specific projects.
- S All projects should be presented on company time.

**Who is required to do a project**

- S It is up to the discretion of management as to whether a project will be required to demonstrate specific job skills for a job posting. The decision as to whether a project is required will be decided prior to the posting being posted and will be stated on the job posting.
- S Projects will not be required for the following entry-level positions:

Cash co-worker  
Carts co-worker  
Part time Food Service co-worker  
Part time Playroom co-worker.

However, minimum requirements must be met as set out in the posting.

DATED AT Richmond, British Columbia, this      day of      , 2007.

FOR THE EMPLOYER

FOR THE UNION

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**LETTER OF UNDERSTANDING  
(Not to be attached to Collective Agreement)**

**BETWEEN:           IKEA CANADA LIMITED PARTNERSHIP**  
3200 Sweden Way  
Richmond, British Columbia;

(hereinafter referred to as the "Employer")

**AND:                 TEAMSTERS LOCAL UNION No. 213**

(hereinafter referred to as the "Union")

The following full time co-workers hired after August 18, 2004 shall have their wages adjusted as follows and will then follow the Wage Schedule for Co-workers hired prior to August 18, 2004:

- Michael Pena           \$19.54 at ratification
- Claire Gandola       \$13.75 at ratification
- \$16.05 March 26, 2008
- \$19.54 September 26, 2008

DATED AT Richmond, British Columbia, this        day of                               , 2007.

FOR THE EMPLOYER

FOR THE UNION

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