

**2008 – 2011**

**COLLECTIVE AGREEMENT**

**Between**

**EAST END FOOD CO-OP**

**AND**

**NATIONAL AUTOMOBILE, AEROSPACE,  
TRANSPORTATION AND GENERAL WORKERS UNION  
OF CANADA (CAW-TCA)**

**LOCAL 3000**



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## **ARTICLE 1 - RECOGNITION**

### 1.01 Exclusive Bargaining Agent

- (a) The Employer recognizes the Union as the sole and exclusive bargaining agent for its employees, as defined in Article 1.01(d) hereof, for the purpose of determining all working conditions and conditions of employment covered by this agreement.
- (b) For greater certainty, no employee shall be compelled to enter into any individual contract or agreement with his/her Employer concerning the conditions of employment varying the terms and conditions of employment contained herein; and
- (c) No employee shall be asked to make a written or verbal agreement with the Employer covering hours of work, wages or conditions during the life of this agreement which vary the terms and conditions of employment contained herein.
- (d) The term "employee" as used in and for the purpose of this Agreement shall include all employees of the Employer who are covered or may be covered by the certification order issued April 29, 1992 by the Ministry of Labour of British Columbia or as amended.

### 1.02 Bargaining Unit Work

Persons whose regular jobs are not in the Bargaining Unit shall not work on any jobs which are included in the Bargaining Unit, except for the purpose of training new employees and in the case of an emergency, when regular employees are not available. It is agreed that a refusal on the part of the Union members to work with non-union employees who are improperly assigned bargaining unit work shall not be a breach of this Agreement.

### 1.03 Shop Stewards

- (a) Shop Stewards selected by the Union and recognized by the Employer shall be allowed reasonable time off during working hours where it is required in connection with the handling of a grievance.
- (b) All new employees will be introduced to a shop steward as soon as practical during a mutually convenient time.
- (c) In the case of lay-off of a Shop Steward the Employer agrees to give eight (8) hours' notice to the Union so that the Union may make provision for a replacement Shop Steward. The Employer shall be notified as soon as possible of the employee named as the replacement.

### 1.04 Union Access to Employer's Premises

The Union Representative(s) duly authorized and with prior notice to the employer, shall be allowed reasonable access to the Employer's premises.

## 1.05 Bulletin Board

The Employer will provide a bulletin board on the premises for the purpose of posting official Union notices.

## **ARTICLE 2 - UNION SECURITY**

### 2.01 Check-off: Process and Procedure

(a) The total amount so deducted, with an itemized statement of same in duplicate shall be forwarded to the Union prior to the tenth (10th) day of the month immediately following in the manner provided for in subsection (b) hereof. Statutory holidays and vacations counts as hours worked for the purposes of this clause.

(b) Cheques to Local Union

Cheques shall be made payable to the Local Union and forwarded to the Local Union Secretary-Treasurer.

(c) Union Dues on T-4 Slip

The Employer agrees to show on each employee's T4 slip the amount of Union dues deducted.

### 2.02 Membership

All employees shall be members of the Union and shall remain members in good standing as a condition of employment. All new employees shall make application for Union membership within ten (10) days of this first day of employment.

### 2.03 An Employee's Failure to Maintain Membership in Good Standing

Upon notice in writing from the Union to the Employer that an employee:

- (a) is not a member of the Union;
- (b) has not signed a written assignment of wages to pay initiation fees;
- (c) has revoked his/her written assignment of wages to pay initiation fees, union dues or union assessments;
- (d) is suspended from the Union;
- (e) has been expelled from the Union;
- (f) has resigned from the Union;

the Employer shall immediately suspend and/or discontinue the employment of such employee.

The Union shall indemnify the Employer and hold it blameless against any and all suits, claims, demands, Human Rights complaints and liabilities that may arise for the purposes of complying with the provisions of this clause.

### **ARTICLE 3 - RESERVATIONS TO MANAGEMENT**

- 3.01 The Union recognizes the right of the Employer to operate and manage its business in all respects.
- 3.02 The Union further recognizes the right of the Employer to direct the workforce, to promote, demote, transfer and discipline up to and including discharge.
- 3.03 The Employer also reserves the right to supplement and alter, from time to time, reasonable rules and regulations to be observed by the employees.
- 3.04 Management rights, as set out in this Collective Agreement must be exercised fairly, without discrimination and in accordance with the Collective Agreement.

### **ARTICLE 4 - DEFINITION OF EMPLOYEES**

#### 4.01 Probationary Employee

The probationary period for all regular employees shall be forty-five (45) days worked or 90 calendar days whichever comes first. The Employer shall provide orientation and training and evaluation for all probationary employees.

#### 4.02 Regular Employee

A regular employee shall be defined as an employee who is scheduled to work on a continuous basis who has passed the probationary period.

### **ARTICLE 5 - SENIORITY**

#### 5.01 Definition

Seniority is defined as the length of continuous service with the Employer.

#### 5.02 Eligibility for Seniority Entitlement

The seniority of each regular employee covered by this Agreement will be established after a probationary period of 90 calendar days, or forty-five (45) days worked, whichever comes first after which an employee's seniority shall be backdated to the employee's first day of employment.

### 5.03 Restricted Hours and/or Days of Work

- (a) Following six (6) months of completed service, an employee may request in writing that their scheduled hours and days of work be set respecting agreed upon restrictions by filing a form only once for any of the three periods set out below. The three periods shall be:

January 15	-	May 14
May 15	-	September 14
September 15	-	January 14

Requests shall be submitted not later than four (4) weeks prior to any of the above mentioned periods and such requests shall not be unreasonably denied.

- (b) Employees who remove their restrictions on availability shall return to their previously scheduled hours of work if still available, or shifts and/or hours of work of similar duration. This provision shall not apply to those who have restricted their availability for more than 12 consecutive months.

### 5.04 Seniority Cancelled

Seniority standing shall be cancelled if an employee:

- (a) voluntarily leaves the employment of the Employer;
- (b) is discharged for just and reasonable cause and not reinstated under the terms of this Agreement;
- (c) is recalled to work and does not report to work as provided in Article 5.09.
- (d) is on lay-off for longer than twelve (12) months, except as set out in (e) below.
- (e) is laid off because of a store renovation that takes longer than twelve (12) months and following such renovation is no longer required. This provision will not apply to employees who were previously on layoff at the time that the renovation occurs.

### 5.05 Notice of Layoff

In the event of a lay-off in excess of seven (7) working days regular employees who have completed their probationary period shall receive notice and/or pay in lieu of notice as required by provincial legislation.

### 5.06 Layoff Procedure

An employee will be laid off according to his/her seniority applied on a classification basis.

A laid off employee may bump a less senior employee working in another classification if that employee has previously worked in that classification and has passed a probationary/trial period therein.

#### 5.07 No New Employee Hired While Employee Laid Off in Same Classification

New employees shall not be hired in a classification while employees in the same classification are on layoff.

#### 5.08 Avoidance of Layoff Through Redistribution of the Available Work

The Employer may either layoff employees in accordance with this Article or may confer and mutually agree with the Union upon a plan for the equitable distribution of the available work.

#### 5.09 Recall Procedure

- (a) Employees shall be recalled in the inverse order of their layoff by classification.
- (b) Employees shall be notified of recall by telephone, telegraph, or other type of message which will be confirmed by registered mail.
- (c) An employee being recalled must notify the Employer within five days of the mailing of such letter stating his/her acceptance or refusal of the employment offered and must return within five days, except when by mutual agreement between the Employer and the Union failure to report within the specified time limit was unavoidable.
- (d) However, an employee shall have the right to decline to return to work if the Employer cannot guarantee four (4) weeks of employment based on the average number of hours worked over the last eight weeks prior to the lay-off and the employee shall not forfeit his/her seniority standing in such a case. A copy of the notice will be given to the Shop Steward.

#### 5.10 Seniority Lists

The Employer will prepare seniority lists of all employees and present them to the Union within thirty (30) days of the signing of this Agreement. Said lists will commence with the most senior employee, and carry on downward to the most junior employee. The Employer agrees to provide the Union with a revised seniority list on January 31st of each year and such other times as requested by the Union. Notwithstanding the above, when the Union is investigating a possible grievance the Employer shall provide a seniority list upon request.

### **ARTICLE 6 - JOB POSTING AND JOB AWARDS**

#### 6.01 Job Posting

- (a) Job posting, including temporary vacancies of thirty (30) days and more for positions within the bargaining unit shall be posted for not less than six

(6) working days. The Shop Steward shall receive copies of all job postings. The Employer shall fill job vacancies in accordance with article 6.04 (a) and/or the employment equity action program in effect before hiring new employees.

- (b) All applications on posted jobs shall be in writing or on a form provided by the Employer.

#### 6.02 Job Posting Detail

The posting shall contain the following information:

- (i) the job classification;
- (ii) a general outline of the duties and responsibilities;
- (iii) the anticipated hours of work per week;
- (iv) the anticipated shifts to be worked;
- (v) the applicable wage rate;
- (vi) specify whether temporary or permanent.

#### 6.03 Written Notice of Interest in Job Posting

If an employee files a written notice with the Employer as to his/her interest in applying for a stipulated job should it become available during his/her absence due to sickness, vacation, leave of absence or layoff, the application shall be given consideration.

#### 6.04 Selection Process

- (a) Job awards will be given to employees on the basis of ability and seniority. Where ability is comparable and sufficient the senior applicant will be selected.

Employees awarded jobs in accordance with this provision are subject to a forty-five (45) day trial period.

- (b) Should, during the trial period, the employee be unable to fulfil the job requirements or should she/he decide that she/he does not want to continue in the job, then the employee shall return to her/his former position.

#### 6.05 Awarded Job Posted

A copy of the awarded job shall be posted on the bulletin board within five (5) days of the award and a copy shall be forwarded to the Union.

## 6.06 Union Hiring Hall

The Employer agrees to send to the Union copies of all job postings.

## **ARTICLE 7 - JOB SECURITY AND RELATED MATTERS**

### 7.01 Successor Status

All rights, privileges, obligations and conditions contained herein shall automatically be assumed by any Employer who carries on the business of East End Food Co-op through the sale, lease sublease, rental, transfer or assumption into receivership of the business carried on at East End Food Co-op.

### 7.02 Severance Pay

Upon termination of any employee the Employer agrees to pay in accordance with Employment Standards Legislation plus one (1) additional week. This clause does not apply to employees terminated for culpable reasons.

### 7.03 Notice of Closure

- (a) The Employer agrees to give sixty (60) days written notice of the Co-op closing or any department thereof, to the Union and to the employees affected by the closure. In the event the Employer does not give notice as described herein, the Employer agrees to pay all employees in lieu of notice.
- (b) The Employer further agrees to provide employees with a first option to buy the business in case of a closure.

## **ARTICLE 8 - HOURS OF WORK**

### 8.01 Normal Straight Time Hours of Work

- (a) The basic work week for regular employees shall not exceed forty (40) hours per week based on five (5) eight (8) hours days.
- (b) The Employer shall draw up and post each Thursday the weekly work schedules for all employees which shall contain the starting and quitting times of daily work. An employee's posted work schedule will not be changed without his/her agreement, unless such change is caused by an emergency.
- (c) Employees may exchange shifts with prior authorization of the Employer, and the Employer shall not unreasonably withhold authorization. There shall be no increased cost to the Employer should employees exchange shifts with the Employer's authorization, and there shall be no grievances filed as a result of an authorized and agreed to shift exchange.

- (d) Except in the case of overtime and the letter of understanding re: Optional 6th day of work, all employees shall receive two consecutive days off in each seven day period.

## 8.02 Rest Periods

- (a) Rest Periods

All employees are entitled to the following rest periods:

4 hrs.	1 X 20 paid minutes	
5 hrs.	1 X 20 paid minutes	
6 hrs.	2X 20 paid minutes	
7 hrs.	2 X 20 paid minutes	1 X 30 unpaid minutes
8 hrs.	2 X 20 paid minutes	1 X 30 unpaid minutes

- (b) Minimum Rest Between Shifts

The Employer agrees that there shall be a minimum of twelve (12) hours rest between shifts.

## 8.03 Maximization of Length of Shifts

While the Employer is entitled to schedule shifts of various lengths as provided for in this Agreement, the Employer is obligated to first schedule the maximum number of eight (8) hour shifts before instituting shifts of 7, 6, 5, or 4 hours.

In scheduling shifts, the Employer shall not be required to create shifts that will result in additional hours beyond those that the Employer deems required for the operation. It is further understood that the Employer maintains the right to determine start and stop times of all shifts based on operational needs.

## 8.04 Assignment of Shifts by Seniority

The Employer must offer and assign the longest shifts to employees with the most seniority. If a more senior employee declines a longer shift in favour of an available shorter shift, then the longer shift shall be again offered on a seniority basis.

Senior employees who have declined an available shift need to wait for the next available shift to exercise their seniority rights for the purpose of maximizing their hours of work.

## 8.05 Overtime - Premium

Overtime at one and one-half times (1 ½ X) the employee's classified rate shall be paid on all work beyond eight (8) hours in a day, forty (40) hours in a week and double time for work performed after eleven (11) hours, and on an employee's sixth and seventh consecutive day of employment.

8.06 Overtime Voluntary

Except in the case of an emergency, the Employer agrees that all overtime is voluntary and shall be offered on a rotational basis where practical, and must be authorized by the manager or his/her designate.

8.07 The Employer agrees not to schedule any split shifts.

**ARTICLE 9 - STATUTORY HOLIDAYS**

9.01 The Employer agrees to provide all employees with the following Statutory Holidays without loss of pay:

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

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal government. Should one (1) of the above holidays fall on an employee's normal day(s) off the employee shall receive an additional day or days off without pay to be taken adjacent to the employee's normal day(s) off, or at a time mutually agreed between the employee and the Employer.

9.02 Three bona fide religious holidays may be exchanged for the three Christian holidays, provided sufficient notice is supplied to the Employer.

9.03 (a) Should any statutory holiday occur during an employee's vacation period, the formula in 9.04(b) shall be applied to the two (2) week period immediately preceding the week in which the vacation commenced. The employee shall receive this amount in addition to vacation pay. The employee shall in addition receive an extra day off, either the working day preceding or the working day following the vacation period.

(b) Should a statutory holiday fall during the first week immediately following the end of an employee's vacation the formula in 9.04 (b) will be applied to the two (2) week period immediately preceding the week in which the vacation commenced.

(c) Should a statutory holiday fall during the second week immediately following the end of an employee's vacation the formula in 9.04 (b) will be applied to the first week immediately preceding the week in which the vacation commenced and the first week immediately following the end of the employee's vacation.

#### 9.04 Payment for Statutory Holiday

- (a) Employees who are eligible for statutory holiday pay will receive a normal days pay for the statutory holiday, whether or not they are scheduled to work on the statutory holiday.
- (b) For purposes of this article, a normal days pay shall be understood to mean an employee's normal hourly earnings (including payment for sick days), exclusive of overtime, for the hours he/she has worked in the two (2) week period immediately preceding the week in which the statutory holiday occurs, divided by ten (10) to establish the hours to be paid for the statutory holiday. In the case of the calculation of a normal days pay for New Year's Day, Christmas Day and Boxing Day will be counted as time worked, on the basis of the hours that the employee was paid for those days.
- (c) An employee who is scheduled by the Employer to work on a statutory holiday, shall be paid one and one-half (1 1/2) times his/her normal wage rate for any hours so worked, on all statutory holidays in addition to the payment provided for in (a) above.

9.05 The Employer agrees to maintain the regular work schedule when a statutory holiday occurs if the store is open on the statutory holiday.

### **ARTICLE 10 - VACATION ENTITLEMENT**

#### 10.01 Vacation Entitlement

- (a) Employees are entitled to annual vacation and annual vacation pay according to their completed years of service, calculated from their date of hire.

Employees shall be entitled to annual vacation with pay as follows:

For a partial year's service - 1 2/3 day's vacation for each month's service up to a maximum of 3 weeks.

After 1 year of service but less than 4 years - 3 weeks.

After 4 years of service but less than 8 years -4 weeks.

After 8 years of service - 5 weeks.

Vacation pay for employees will be equal to their regular pay or 2% of their gross earnings per week of vacation entitlement, whichever is greater.

The calculation of vacation pay will not be affected by leaves as follows:

Grace for duration of leave:

- occupational injury
- union leave of absence
- attending court

Grace for 17 weeks:

- parental leave
- prenatal leave
- any combination of the above
- LTD

No grace period:

- layoff
- suspension
- personal leaves of absence

(b) Where mutually agreed upon between the Co-op and the employee an employee may bank their vacation and take the banked vacation in the following year.

(c) Requests for vacation shall not be unreasonably denied.

#### 10.02 Vacation Pay

Vacation pay shall be paid to the employee not later than the pay period immediately prior to the vacation occurring by separate cheque. When an employee takes only a portion of her/his vacation, vacation pay paid to the employee shall be an equivalent portion.

#### 10.03 Vacation Pay on Termination

Where the employment of the employee ceases before s/he takes annual vacation, vacation pay shall be paid within 6 days of the last day worked, as specified in the Employment Standards Act.

#### 10.04 Vacation Deferred During Illness or Disability

Where an employee becomes ill or suffers an accident while on vacation, and where such illness or accident is certified by a medical practitioner, she shall be entitled to draw on sick leave benefits for the duration of the illness or disability without loss of vacation time.

## **ARTICLE 11 - LEAVES OF ABSENCE**

### 11.01 Bereavement Leave

In the event of a death in the immediate family, as defined by the employee, the Employer shall grant three (3) days' leave with pay and may grant additional time off without pay if needed.

### 11.02 Jury Duty

Employees, who are summoned or subpoenaed for jury selection, jury duty, or as a witness, shall be paid for the difference their regular pay and the pay received for any of the above, for each working day lost while so serving. The employees must show satisfactory proof of receiving the summons or subpoena, and must provide the Employer with a statement of the pay received when claiming the pay difference.

### 11.03 Compassionate Leave

In the case of serious illness in the family and where there is no other caregiver available the Employer shall grant reasonable leave of absence without pay.

### 11.04 Leave for Union Business

- (a) If an employee of the Employer should be elected to act as a delegate for the Union, she/he shall be allowed, upon fifteen (15) days notification when possible, reasonable leave of absence for the transaction of Union business.
- (b) If any employee of the Employer should be selected to serve the Union on a full time basis, he/she shall be considered, upon 15 days notice to be on leave of absence for the duration of the term of the selected position. He/She shall be re-employed at the same type of work which he/she performed prior to his/her leave of absence and with seniority accumulated. The employee shall return to work within thirty (30) days of completion of his/her employment with the union.

### 11.05 Parenting Leave

- (a) The maternity and parental leave provisions of the Employment Standards Act are applicable to the employees covered by this Agreement.
- (b) In addition the employer shall grant an unpaid leave of absence of up to twelve (12) months to an employee who has a newborn child or who assumes parental responsibilities.
- (c) An employee in her pregnancy shall be granted a leave of absence prior to childbirth based on her physician's medical advice.

- (d) Employees granted leave under this section shall return to their former jobs without loss of seniority.
- (e) During parental leave provided herein the Employer shall continue to pay Health and Welfare benefits outlined in Article 20.

#### 11.06 Personal Leave

The Employer may grant leaves of absence up to three (3) months without pay not otherwise covered in Article 9 for personal reasons. Permission shall not be unreasonably withheld and shall be confirmed in writing. If possible four (4) weeks notice will be given by the employee requesting such leave.

#### 11.07 Moving Leave

Leave shall be granted to a maximum of one (1) day in any calendar year when the employee is changing domicile.

#### 11.08 Education Leave

Employees may be granted leaves of absence without pay to attend courses or seminars or other educational programs that the Employer and the Union agree are beneficial to the Employer and the employees involved. Tuition fees for such courses shall be paid by the Employer. Employer requires twenty (20) days notice wherever possible.

#### 11.09 Child Care

Employees shall receive up to twelve (12) hours time off with pay per year for interviews or conferences concerning children for whose care they are responsible. Their leave also applies to settling children into new classes or daycare.

#### 11.10 Family Responsibility Leave

The Employer agrees to provide, during each employment year, up to five days unpaid leave to all regular employees to meet responsibilities related to the care, health or education of any member of the employee's immediate family.

### **ARTICLE 12 - HUMAN RIGHTS**

#### 12.01 No Discrimination

- (a) All employees may assert their right to work in an environment free from harassment, including sexual harassment, and discrimination.
- (b) "Harassment" means any unwelcome physical contact, comments, gestures, body language, posting or distribution of material, or other behaviour which has the purpose or effect of interfering with an

employee's work performance or creating a hostile or offensive work environment.

"Sexual Harassment" includes any of the conduct described above which is of a sexual nature or which is directed at any employee on the basis of that employee's gender. It shall include:

- (i) unnecessary touching or patting;
- (ii) suggestive remarks or other verbal abuse;
- (iii) jokes, cartoons, pin-ups, nicknames or comments that have to do with sex or the body;
- (iv) leering at a person's body;
- (v) compromising invitations;
- (vi) demands for sexual favours;
- (vii) physical assault.

"Discrimination" means any conduct which is prohibited under the B.C. Human Rights Act and regulations and amendments made thereto, and shall include discrimination on the basis of any employee's age, marital status, sex, race, creed, colour, national origin, political or religious affiliations, disability, sexual orientation, gender identity nor by reason of union membership or participation in its activities.

- (c) An employee who alleges that he or she has been harassed, sexually harassed, or discriminated against may file a grievance pursuant to Article 16 of this Agreement.
- (d) If an employee files a grievance pursuant to Article 16, the Employer shall carry out forthwith an independent investigation into the complaint which forms the basis of the grievance, and the Employer shall advise the Union in writing within ten (10) days of the grievance being filed that such an investigation has been undertaken.
- (e) Any information arising from an investigation undertaken pursuant to 12.01(d) (e) shall remain confidential but shall be provided to the Union Representative who is dealing with the complaint.
- (f) In the event that a grievance filed pursuant to Article 16 involved allegations against management personnel, the Employer shall ensure that there is minimal contact between the management employee and the grievor without loss of pay and benefits for the grievor.
- (g) The employer shall post conspicuously in the work place a policy regarding harassment and discrimination.

## **ARTICLE 13 - HEALTH, SAFETY AND ENVIRONMENT**

- 13.01 The Employer acknowledges its responsibility to make all reasonable and proper provisions to meet and/or exceed the provincial standards in the workplace.
- 13.02 The Health and Safety Committee will establish and maintain a "NO SMOKING" policy within the workplace.
- 13.03 A Health and Safety Committee shall be established at the call of either Party and it shall consist of one representative of the Union and one representative of the Employer.
- 13.04 An employee who is injured while at work and is required to leave for treatment or is sent home as a result of such injury shall receive payment for the remainder of her work day at her regular rate of pay without reduction of sick leave. The Employer shall bear the costs of any necessary transportation.

## **ARTICLE 14 - GENERAL PROVISIONS**

### 14.01 Protected Working Conditions

No provision of this agreement shall be used to remove and/or reduce wages and working conditions presently in force.

### 14.02 Liaison Committee

In the absence of the standing committees the parties agree to establish a joint management-union liaison committee.

In general it will be the purpose of this committee to examine, discuss and make recommendations to the parties on all matters of mutual interest such as:

- (a) planned changes in operations
- (b) the creation of new job classifications
- (c) job training programs
- (d) job descriptions
- (e) health and safety

At the request of either party the parties agree to meet on the Employer's time.

The Liaison Committee will meet quarterly.

At the first Liaison Committee meeting the parties will discuss:

1. A designated trainer with scheduled hours and will develop a training check list.
2. The accounts payable functions performed in the bargaining unit.
3. The Benefit Plan Review in LOU 5.

#### 14.03 Protective Clothing Supplied

The Employer will supply protective clothing, including safety boots where necessary.

#### 14.04 Job classifications and wage rates covered by this Agreement shall be set out in Appendix A.

### **ARTICLE 15 - DISCIPLINE**

#### 15.01 Just and Reasonable Cause

An employee bound by this Agreement may only be disciplined for just and reasonable cause.

#### 15.02 Union Representative Present

The union will be given sufficient notice that there will be a meeting that could be disciplinary. A union representative will be present whenever an employee receives a written reprimand, a suspension, or is terminated. The Local will be copied on all letters of discipline.

#### 15.03 Access to Personnel File

The Employer agrees that an employee shall have access to his/her personnel file. Request for access to an employee's personnel file shall be made in writing and scheduled at a mutually convenient time. The file and its contents cannot be removed from the office and a representative of the Employer will be present at all times. The employee may register their written objection to any entries on file which shall also then be included in the file.

#### 15.04 Signing of Written Discipline

Whenever an employee signs a document pertaining to discipline, he/she does so only to acknowledge that he/she has been notified accordingly.

#### 15.05 Union Button

An employee may wear the Union button without being disciplined.

#### 15.06 Recording of Complaints

No complaint shall be recorded against an employee nor used against him/her at any time unless said employee and the Union are advised accordingly in writing.

- (a) A written reprimand will be removed from an employee's file after a period of twelve (12) months unless there is a similar infraction in that time.
- (b) A report of a suspension will be removed from an employees' file after a period of twelve (12) months unless there is a similar infraction in that time.

#### 15.07 Written Reasons

The Employer shall set out its written reasons for any discipline resulting in the suspension or discharge of an employee.

#### 15.08 Garnishees

The Employer agrees that an employee may not be disciplined in the event there is a pay deduction order in the form of a wage garnishee.

#### 15.09 Legal Picket Line

An employee shall not be disciplined for honouring a legal picket line.

### **ARTICLE 16 - GRIEVANCE PROCEDURE**

#### 16.01 Procedure

Any difference concerning the interpretation, application, administration, or alleged violation of the provisions of this Agreement, shall constitute a grievance and shall be dealt with in the following manner:

- (a) Informal Step

The employee is encouraged to make an earnest effort to resolve the grievance directly with his/her immediate supervisor. At his/her option, the employee may be accompanied by a shop steward.

- (b) Step 1

The employee concerned may, within ten (10) working days of knowledge of the incident, in the presence of his/her shop steward, meet with management to attempt to settle the written grievance. Management shall respond within five (5) working days of the date of the step 1 meeting outlining in writing the Employer's position.

(c) Step 2

Failing settlement at step 1, the shop steward, with or without the Union staff representative, may within five (5) working days of the step 1 response, meet with the Employer representative in order to attempt to settle the grievance. At this step, arrangements can be made for other Union and Employer representatives to attend. The Employer shall render his/her decision, in writing, within five (5) working days of the step 2 meeting.

(d) Step 3

Should the Union disagree with the written position of the Employer the matter may be referred to the Ministry of Labour pursuant to Section 96(1), to a special investigation pursuant to Section 112 or to a single arbitrator as referred to in Article 17 of this collective agreement. The Union shall notify the Employer in writing within seven (7) calendar days of receipt of the Employer's position at Step 2 of the grievance procedure.

16.02 Discharge, Suspension, Group, Union or Policy Grievances

Discharge or suspension grievances, group, Union, or policy grievances shall be admitted at step 2 of the grievance procedure.

16.03 Grievor Present at Any Stage

The grievor may elect to be present at any stage of the grievance procedure.

16.04 Absence from work shall be permitted and shall be without loss of pay where it is required in connection with the handling of a grievance as per article 16.01, provided that permission is received in advance from the supervisor.

**ARTICLE 17 - ARBITRATION**

17.01 Arbitration Procedure

If the parties have been unable to resolve the dispute in accordance with Article 16 the dispute shall be referred to:

- (1) Joan Gordon
- (2) Dave McPhillips
- (3) Jim McIntyre

to act as single arbitrator.

(a) The arbitrator shall hear the parties, settle the terms of the question to be arbitrated, and make his/her award within fifteen (15) days from the day of the hearing. This time limit may be extended by mutual agreement of the parties.

- (b) The decision of the arbitrator shall be final and binding on both parties.
- (c) Each party shall bear one-half (1/2) the cost of the arbitrator.
- (d) The arbitrator shall not be vested with the power to change, modify, or alter any of the terms of this Agreement.

## **ARTICLE 18 - DURATION**

### 18.01 Duration

- (a) This Agreement shall be in full force and effect from September 1, 2008 to and including August 31, 2011 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.
- (b) 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 of a new collective agreement.
- (c) The operation of Section 50 of the British Columbia Labour Relations Code is hereby excluded.

### 18.02 No Strikes or Lockouts During This Agreement

The Union agrees not to strike and the Employer agrees not to lockout during the term of the Collective Agreement.

## **ARTICLE 19 - PAID EDUCATION LEAVE**

19.01 Effective January 1, 1994 the Co-op agrees to pay into a special fund one cent per hour per employee for all compensated hours for the purpose of providing paid education leave. This contribution will be increased to three cents effective January 1, 1995. Such leave shall be for upgrading the employee skills in all aspects of trade union functions. Payments should be made on a quarterly basis into a trust fund established by the National Union, CAW, effective from date of ratification. Cheques shall be made payable to:

CAW Leadership Training Fund  
CAW  
205 Placer Court, North York  
Willowdale, Ontario M2H 3H9

The Company further agrees that members of the bargaining unit, selected by the Union to attend such courses, shall be granted a leave of absences without pay for twenty (20) days class time, plus travel time where necessary, said leave of absence to be intermittent over a twelve (12) month period from the first day of leave. Employees on said leave of absence shall continue to accrue seniority and benefits during such leave.

## **ARTICLE 20 - HEALTH AND WELFARE BENEFITS**

20.01 (a) The Co-op guarantees the following benefits to all eligible employees and their dependents. The cost of the benefits below, including all premiums, shall be paid one hundred percent (100%) by the Employer.

- (i) B.C. Medical Services Plan
- (ii) A.D. & D.
- (iii) Life Insurance
- (iv) Dental Care
- (v) Vision Care (\$200.00 per every covered person every 24 months)
- (vi) LTD

(b) Paid Sick Leave

All regular employees are entitled to paid sick leave.

In their first six months of employment employees will be credited with six (6) hours paid sick leave for every two-hundred (200) hours worked until they have worked eight hundred and thirty-two (832) hours after which they will be credited with ten (10) hours paid sick leave for each two-hundred (200) hours worked up to a maximum of one hundred and sixty (160) hours. No further credits shall be earned until the accumulated balance is reduced below one hundred and sixty (160) hours.

Employees will have the ability to utilize paid sick leave for the illness of immediate family members permanently residing with the employee.

(c) While an employee is on unpaid leave of absence pursuant to Article 11.04 (Leave for Union Business), Article 11.06 (Personal Leave) and Article 11.08 (Education Leave), the Employer will continue to maintain all benefits. If the absence is for longer that four (4) weeks, the premiums payable for the provision of benefits for the remaining period will be paid by the employee in advance by payroll deduction.

Signed this \_\_\_\_day of November, 2008.

FOR THE UNION

\_\_\_\_\_  
Phyllis Iverson  
Committeeperson

\_\_\_\_\_  
Tom Walker  
Committeeperson

\_\_\_\_\_  
Bobby Yalowica,  
Local 3000 Representative

\_\_\_\_\_  
Anne Davidson  
Area Director BC/AB

FOR THE CO-OP

\_\_\_\_\_  
Ron Stewart

\_\_\_\_\_  
Jason Green

\_\_\_\_\_  
Doug Smith

## APPENDIX "A" - WAGES

Classification	Sept. 01 2008	Sept. 01 2009	Sept. 01 2010
Merchandiser			
Start	\$13.00	\$13.00	\$13.00
832 hours	14.00	14.00	14.00
1664 hours	15.00	15.00	15.00
2496 hours	17.24	17.58	18.02
Clerk/Cashier			
Start	\$11.00	11.00	11.00
832 hours	12.00	12.00	12.00
1664 hours	13.00	13.00	13.00
2496 hours	15.20	15.50	15.89

1. Any employee assigned to perform work classified at a higher rate of pay shall receive such higher rate while performing such work. "Higher level" is intended to be the next higher rate in the position or an additional five percent (5%), whichever is greater. Any employee assigned to perform work classified at a lower rate shall not suffer a reduction in their wage rate.
2. Effective March 13, 2000 clerk/cashiers designated in charge shall receive a premium of one dollar (\$1.00) per hour.
3. Employees designated by the Manager to assume his/her duties while he/she is absent will be provided a premium of seventy-five cents one dollar and fifty cents (\$1.50) per hour.

**NOTE:** It is agreed that Clerk/Cashiers in charge (closing) and employees assuming the manager's duties shall assign duties to other employees in the absence of the Manager.

4. A Lead Merchandiser will be designated and paid a premium of one dollar (\$1.00) per hour.

**LETTER OF UNDERSTANDING #1**

Between

EAST END FOOD CO-OPERATIVE

And

CANADIAN AUTO WORKERS, LOCAL 3000

**Re: Optional Hours of Work on Sixth Day**

Notwithstanding the provisions of Article 8.01 and 8.03 the parties have agreed that in an attempt to provide additional hours of work to employees working less than forty (40) hours per week, the following arrangement will be in force for the duration of the Collective Agreement. Employees who would otherwise work less than forty (40) hours in a five (5) day work week can be offered additional straight time hours of work on the sixth (6th) consecutive day, provided that the additional hours do not result in the employee working more than forty (40) hours in the six (6) days at straight time. Such an employee may decline the additional hours without affecting his or her rights under this agreement. All sixth (6th) shifts must be offered in order of seniority.

Signed this \_\_\_\_\_ day of November, 2008.

FOR THE UNION

FOR THE CO-OP

\_\_\_\_\_  
Phyllis Iverson  
Committeeperson

\_\_\_\_\_  
Ron Stewart

\_\_\_\_\_  
Tom Walker  
Committeeperson

\_\_\_\_\_  
Jason Green

\_\_\_\_\_  
Bobby Yalowica,  
Local 3000 Representative

\_\_\_\_\_  
Doug Smith

\_\_\_\_\_  
Anne Davidson  
Area Director BC/AB

**LETTER OF UNDERSTANDING #2**

Between

EAST END FOOD CO-OPERATIVE

And

CANADIAN AUTO WORKERS, LOCAL 3000

**Re: Economic Viability**

Should it be determined that the East End Food Co-op is not economically viable and must be closed, the following procedure shall be used to attempt to avoid closure.

- a) Notice of the problem will be submitted to the Union no later than 60 (sixty) days prior to the contemplated closure.
- b) Within 10 days of receipt of the notice, the Union and the Employer will meet to discuss alternate solutions to closure, including sale to employees.
- c) Should agreement on an alternate solution not be reached, the Union may employ a Chartered Accountant to substantiate that the Co-op is not an economically viable operation. The accountant will also make a recommendation on a temporary alternate wage rate.
- d) The acceptance of the recommendation may be the subject of negotiation between the parties. It is understood that the recommendation or result of the negotiation is subject only to the approval of the membership of the Union.
- e) Should the Union membership reject the proposal, the East End Food Co-op may proceed with the closure.

Signed this \_\_\_\_\_ day of November, 2008.

FOR THE UNION

FOR THE CO-OP

\_\_\_\_\_  
Phyllis Iverson  
Committeeperson

\_\_\_\_\_  
Ron Stewart

\_\_\_\_\_  
Tom Walker  
Committeeperson

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Jason Green

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Bobby Yalowica,  
Local 3000 Representative

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Doug Smith

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Anne Davidson  
Area Director BC/AB

**LETTER OF UNDERSTANDING #3**

Between

EAST END FOOD CO-OPERATIVE

And

CANADIAN AUTO WORKERS, LOCAL 3000

**Re: Health and Welfare Benefits**

- (a) The Employer agrees to maintain the current level of benefits.
- (b) The Employer agrees that any improvements in benefit plan coverage implemented by the carrier shall automatically be extended to eligible employees.
- (c) The Employer gives its undertaking to meet with the Union within two weeks of ratification of this Agreement in order to discuss and address the Union's concerns regarding the confidentiality of information required to process claims.

Signed this \_\_\_\_\_ day of November, 2008.

FOR THE UNION

FOR THE CO-OP

\_\_\_\_\_  
Phyllis Iverson  
Committeeperson

\_\_\_\_\_  
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Jason Green

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Bobby Yalowica,  
Local 3000 Representative

\_\_\_\_\_  
Doug Smith

\_\_\_\_\_  
Anne Davidson  
Area Director BC/AB

**LETTER OF UNDERSTANDING #4**

Between

EAST END FOOD CO-OPERATIVE

And

CANADIAN AUTO WORKERS, LOCAL 3000

**Re: Policies and Procedure Manual**

The Employer will, during the first year of this Agreement, review and update the current Policies and Procedures Manual. In doing so, the Employer may, at times, require input from the employees. Once finalized, these Policies and Procedures will be available in published form to the employees.

Signed this \_\_\_\_\_ day of November, 2008.

FOR THE UNION

FOR THE CO-OP

\_\_\_\_\_  
Phyllis Iverson  
Committeeperson

\_\_\_\_\_  
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Bobby Yalowica,  
Local 3000 Representative

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Doug Smith

\_\_\_\_\_  
Anne Davidson  
Area Director BC/AB

**LETTER OF UNDERSTANDING #5**

Between

EAST END FOOD CO-OPERATIVE

And

CANADIAN AUTO WORKERS, LOCAL 3000

**Re: Benefit Plan Review**

The Employer commits to a review of the Canadian Health Insurance Plan during the term of this Agreement for the purposes of understanding the benefits provided, benefit coverage and other plan features in comparison to the coverage, rates, eligibility requirements, and other relevant aspects of the Employer's existing benefit plan. This in no way obligates the Employer to change the benefit plan from the current carrier.

Signed this \_\_\_\_\_ day of November, 2008.

FOR THE UNION

FOR THE CO-OP

\_\_\_\_\_  
Phyllis Iverson  
Committeeperson

\_\_\_\_\_  
Ron Stewart

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Bobby Yalowica,  
Local 3000 Representative

\_\_\_\_\_  
Doug Smith

\_\_\_\_\_  
Anne Davidson  
Area Director BC/AB

**LETTER OF UNDERSTANDING #6**

Between

EAST END FOOD CO-OPERATIVE

And

CANADIAN AUTO WORKERS, LOCAL 3000

**Re: Restricted Availability**

The Employer shall make every effort to honour employee restrictions granted under Article 5.03 of the Collective Agreement. However, in order to be able to deal with scheduling situations brought on by employee requests for time off without incurring overtime, the Employer may require an employee to waive his/her restriction and work a schedule of shifts during a designated seven (7) calendar day period.

This may occur no more than once per individual employee during any period of restriction as set out in Article 5.03(a), unless otherwise mutually agreed to by the parties.

Signed this \_\_\_\_\_ day of November, 2008.

FOR THE UNION

FOR THE CO-OP

\_\_\_\_\_  
Phyllis Iverson  
Committeeperson

\_\_\_\_\_  
Ron Stewart

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