

COLLECTIVE AGREEMENT

BETWEEN

H.Y. LOUIE CO. LIMITED

AND

TEAMSTERS LOCAL UNION No. 213

August 1st, 2004 - July 31st, 2013

**DON MCGILL
Secretary-Treasurer**

**H.Y. LOUIE CO. LIMITED
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THIS AGREEMENT entered into this 29th day of April, 2007.

BETWEEN: **H. Y. LOUIE CO. LIMITED**
2821 Production Way
Burnaby, 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, Province of
British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

1. BARGAINING AGENCY AND DEFINITION

1.01 The Employer recognizes the Union as the sole collective bargaining agency of all employees as set out in the Certificate of Bargaining Authority, and shall include part time employees in the unit, at all premises set out herein.

The term part time employee means an employee who is employed to work less than the standard work week. However, in the event the time worked by a part time employee is:

- a) in excess of 75% of the standard work week, exclusive of replacement hours, and continues for a period of 13 consecutive weeks, or
- b) where the part time employee has worked for 100% of the standard work week, exclusive of replacement hours, for a period of eight (8) consecutive weeks,

then a full time position shall be deemed to be created and the position shall be posted. Replacement hours shall include any hours that an employee is absent from work due to the following reasons: sickness, ATO, WCB, WI, LTD, jury, witness, funeral/bereavement, General Holidays, or any approved leave of absence pursuant to Article 5 including unspecified leaves of absence for Union business.

It is understood that where the absences of senior staff in an office department or Cash & Carry for vacation is consecutive and such absences would normally create a full-time job, under the above a) and b), that would be reduced to part-time upon the return of the vacationing staff that no such full-time position will have been created.

- c) when a part-time employee works full-time hours for twenty-six consecutive weeks, a full-time position will be created. In the event the part-time employee takes vacation and thereby interrupts their twenty-six consecutive weeks, such weeks will not be included and the period will be extended by a corresponding number of weeks. If necessary, the Company will meet with the Union to discuss any full-time position created as a result of this clause that may be of a short term

nature to determine whether or not such position actually exists.

Any General Holiday hours paid to part-time employees shall be considered as hours worked for the purposes of this clause only.

- 1.02 The term employee as used in this Agreement shall apply to any person performing work in any job which is covered by the Certificate and this Agreement. In the event that any person is taken into employment (i.e. performs work of any kind) and there is no classification or wage rate contained in this Agreement for the job which that person would be doing, then the Union and the Employer shall immediately negotiate a classification and wage rate for that person. Failure to agree by the parties, the matter shall be referred to a Board of Arbitration as contained in this Agreement.
- 1.03 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. No work which the employees perform shall be sub-contracted out in any manner, which shall include all trucking as set out below. This Article shall not apply to arrangements made and in effect prior to November 1st, 1982, for work being performed by outside sub-contractors or agencies.
- 1.04 Trucking to the Cash & Carry outlets in the Okanagan that contain full loads and where the resulting return run has backhaul will be driven by Company employees.
- 1.05 Where an overflow exists on a regular basis, after all of the Employer's own drivers are fully employed, the employer shall either (a) lease, buy or rent trucks without drivers and hire employees to drive same or (b) rent equipment with drivers from a firm with which the Teamsters Union has a contract.

2. DURATION OF AGREEMENT

- 2.01 This Agreement shall be in full force and effect from and including August 1st, 2004, to and including July 31st, 2013, 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 date, 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.
- 2.02 Should either party give written notice to the other party pursuant hereto, this Agreement shall thereafter continue in full force and effect until the Union shall give notice of strike and such strike has been implemented, or the Employer shall give notice of lockout and such lockout has been implemented, or the parties shall conclude a renewal or revision of the Agreement or a new collective agreement.
- 2.03 The operation of Section 50 (2) of the Labour Relations Code of British Columbia is hereby excluded.

3. UNION SECURITY

- 3.01 The Union recognizes the right of the Employer to hire whomever they choose, subject to the Seniority provisions contained herein. The Employer shall give the Union first opportunity to refer applicants for employment.
- 3.02 The Employer agrees that when he hires new employees the Employer shall have such new employees fill in the required Union Membership and Death Benefit cards prior to commencing work, and mail same to the Union office immediately.
- 3.03 All employees shall be required to be a member of the Union as a condition of employment with the Employer.

3.04 Should any employee covered by the bargaining unit cease, at any time, to be a member in good standing of the Union, the Employer shall upon written notification from the Union, discharge such employee.

3.05 The Employer shall deduct from each new employee an amount equal to the Union's dues, fines, fees and assessments from the employee's first (1st) payroll cheque and add that employee's name and the said amount to the closest applicable checkoff as set out in Article 4 below. (i.e. If the checkoff for that month has not been remitted to the Union, it shall be added to that checkoff; if the month's checkoff has been remitted, it shall be added to the following month's checkoff and shown as the previous month worked.)

4. DEDUCTION OF DUES, ETC.

4.01 The Union shall each month mail to the Employer a checkoff form in duplicate, setting out the name of each employee in the Union and the amounts of dues, etc. they owe. The Employer shall delete any names from such list of employees who have terminated since the previous list and shall also add the names of any new employees, as well as following the procedure set out in 3.05 herein.

4.02 All employees referred to above will be required to sign authorization for checkoff of Union dues, fines, fees and assessments which may be levied by the Union in accordance with the Constitution and/or By-Laws. Such checkoff shall be irrevocable during the term of this Agreement.

4.03 The Employer shall deduct and pay over to the Secretary-Treasurer of the Union, any monthly dues, fines, fees and assessments levied in accordance with the Union's By-Laws, owing by said employees hereunder to the said Union. Monies deducted during any month shall be forwarded by the Employer to the Secretary-Treasurer of the Union not later than the tenth (10th) day of the following month, and one (1) copy of the checkoff list as above mentioned.

5. UNION ACTIVITIES OF EMPLOYEES AND LEAVE OF ABSENCE

5.01 The Employer shall allow time off work, without pay, to any man or woman who is serving as a Union delegate to any conference or function, provided all requests for time off are reasonable and do not interfere with the proper operation of the business, and there shall be no more than one (1) employee in the bargaining unit absent at any one (1) time.

5.02 No employee who acts within the scope of the above paragraph shall lose his job or be discriminated against for so acting.

5.03 During an authorized leave of absence, an employee shall maintain and accumulate seniority.

5.04 When an employee 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 of absence, without pay, subject to any payments the employee is entitled to under any Welfare Plan or other provisions, until such time as their doctor states they can

return to work.

- 5.05 If an employee desires a leave of absence for reasons other than medical, he must obtain permission in writing, for the same from the Employer. Leave of absence shall be granted at the discretion of the Employer. No leave of absence shall be for a period of longer than one (1) year except as authorized by the Employer and the Union. No legitimate and reasonable request for a leave of absence will be denied.

Leave will be granted on a first come, first served basis. No one person will be allowed more than 54 weeks leave every three years. No more than two (2) employees will be allowed time in each of the following locations: Office, Warehouse Day Shift, Warehouse Afternoon Shift, Warehouse Third Shift, Cash & Carry #1, and Cash & Carry #4. The second leave of absence will be at the Employer's discretion and is subject to the operational requirements.

Leave of absence will not be granted for the purpose of allowing employees to take other employment or go into business for themselves where said business or other employment conflicts with the business interests of the Employer.

Employees on leave of absence shall not be covered by any employee benefits for the term of their leave. It is understood that M.S.P. will be extended until the end of the month in which the employee commences the leave and will be reinstated the month the employee returns from the leave. For absences of 4 or less weeks, the Employer shall maintain Extended Health and Dental Plan coverage.

The Employer may replace absent office employees with replacement employees for the duration of the leave. Said replacement employees are not able to post into another position until after the absent employee returns. Upon return of the absent employee, said replacement employee can bump in accordance with Article 19.04. It is understood they cannot bump another replacement employee.

- 5.06 If an employee accepts other employment while still in the employ of the Employer and such employment conflicts with the Employer's business interests or the employee's ability to effectively perform his/her job duties, subject to proper proof of same, the employee will be given the option of either leaving the other employer or being terminated.

- 5.07 When an employee suffers an injury or illness which requires his or her absence, they shall report the fact to the Employer as soon as possible, prior to their actual starting time, so adequate replacement may be made if necessary. Employees must keep the Employer notified of correct address and phone number at all times.

- 5.08 In case of the death of a spouse or child, the employee shall be granted compassionate leave of absence at their straight time rate for five (5) days. In the case of the death of a parent, sister, brother, mother-in-law or father-in-law, leave shall be at their straight time rate for three (3) days. In the case of the death of a parent who lives more than 200 km from the employee's place of residence or if the parent resided on Vancouver Island or the Gulf Islands, leave shall be at their straight time rate for five (5) days provided said employee travels to attend the funeral. For Island based employees, the previous sentence shall apply only if the parent lived on the mainland. In case of the death of a

parent where the employee is in charge of the funeral arrangements the leave shall be extended to five (5) days with pay. In the case of the death of a sister-in-law, brother-in-law, grandparents, or any other relative living in the employee's household, one (1) day with pay, extended to three (3) days with pay when the employee is in charge of the funeral arrangements.

5.09 All time lost by an employee due to necessary attendance on Jury Duty or any Court proceedings, where subpoenaed as a Crown witness, shall be paid for at the rate of pay applicable to said employee. All Jury Duty pay or witness payments received by the employee from the Courts or otherwise shall be reimbursed to the Employer by endorsement of Jury Duty cheque and/or witness fees to the Employer.

5.10 When any employee is either elected or appointed to a full time job with the Union, he shall be granted leave of absence up to one (1) year or longer if mutually agreed between the Employer and the Union. When and if such an employee returns to the Employer, such employee shall be given credit for past service.

5.11 **Maternity, Paternity and Parental Leave**

Leaves of absence for the above specified reasons will be granted as per the **Employment Standards** legislation.

6. **SHOP STEWARD**

6.01 There shall be a Shop Steward appointed, if the Union so wishes, to see whether the members of the Union and the Employer live up to the provisions of this Agreement, and to report any infractions of such provisions to the Manager, who shall promptly deal with same. Such Shop Steward shall be appointed by the Union and shall be an employee of the place in which he is a Steward. There shall be no discrimination against the Shop Steward for lawful Union activities.

6.02 The Shop Steward shall have no authority to alter, amend, violate or otherwise change any part of this Agreement. The Shop Steward shall report to the Union Officers any violations of this Agreement.

6.03 The Employer will recognize the Shop Steward selected in accordance with the Union rules and regulations, as the representative of the employees 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.

6.04 The Union will advise the Employer of the identity of all Stewards and will also give notice within twenty-four (24) hours of any new appointment or removal thereof.

6.05 Shop Stewards shall be allowed to take up grievances during working hours.

7. **WORK CLOTHES, UNION PRODUCTS AND SERVICES**

7.01 The Employer shall provide and maintain for each employee, free of charge, with the

following:

- (a) **Cash & Carry Locations** - a minimum of two (2) smocks.
Warehouse Employees - a minimum of two (2) pair of coveralls each week, plus proper adequate freezer clothing, including gloves.
- (b) **Truck Drivers** - Three (3) uniforms with five (5) shirts. To include Frozen Food Drivers.
- (c) **Office Staff** - The office staff may request smocks to wear on such jobs where same are required.
- (d) Part-time employees who qualify for Health and Welfare benefits will receive uniforms where required.

7.02 If the Employer is to continue the present policy of reimbursing certain employees for cleaning rather than pay the cleaner directly, such payment must be made to the employee involved no later than five (5) days after presentation of the bill by the employee.

- 7.03
- (a) The Employer shall supply any safety equipment as required by the Workers' Compensation Board, without charge. Safety footwear shall be provided on the following basis:
 - (b) The Employer agrees to pay \$80.00 per year to be applied to one (1) pair of safety footwear for warehouse employees. If a warehouse employee does not seek reimbursement he may carry over the previous year's \$80.00 and apply it to a new pair of safety footwear in the following year. The Employer agrees to pay \$80.00 two (2) times per year to drivers to be applied to safety footwear. Payment will be made within two (2) weeks of presenting proof of purchase to the supervisor provided they have successfully completed the probationary period. The Employer agrees to retroactively pay the footwear allowance to any new warehouse employee who successfully completes the probationary period. Safety footwear must be worn while at work.
 - (c) Wherever they are required to be used on the job, inside or outside, the Employer shall supply, free of charge, rubber clothes, rubber boots and gloves.
 - (d) Freezer clothes to be issued as required. Employees must turn in their old items of clothing in order to receive replacements. The Employer will clean such as required. Additional freezer boots in assorted sizes shall be made available.
 - (e) Truck Drivers - provide for the issuing of uniforms as soon as possible after the applicant has been confirmed in his job.

7.04 A Safety Committee to be established as per the Workers' Compensation Board, same to be responsible to Workers' Compensation Board for necessary reports, etc., and copies to be forwarded to the Union.

8. UNION NOTICES

- 8.01 The Employer agrees to provide space that is readily accessible for the official Union notices of direct interest to the employees and that there shall be no interference by the Employer with said Notice Board.
- 8.02 The following items must be posted on said Notice Board:
- (a) A copy of this Agreement;
 - (b) A valid seniority list is to be revised every six (6) months (January 31 and July 31) and posted on the Bulletin Boards with a copy to the Union;
 - (c) Copies of the Welfare Plan and Sick Leave pay provisions, with details as to when employees are eligible and who to see to obtain the coverage of the Welfare Plan.

9. CONFLICTING AGREEMENT

- 9.01 The Employer agrees not to enter into any agreement or a contract with employees covered by this Agreement, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement, or any Statute of the Province of British Columbia or Canada. Any such agreement will be null and void.
- 9.02 Management agrees that before effecting any wage rate other than those set out in this Agreement, it shall first discuss same with the Union Agent. No changes shall apply unless coming under the provisions of Articles 13 or 14 of this Agreement.

10. PROTECTION OF RIGHTS

- 10.01 The Employer shall not require any Union member hereunder to cross a legal picket line or to accept any product or goods from any person, or employees of any person with whom a Union has a legal picket or placard line around or against, or to deliver any product or goods to any person, or employees of any person with whom a Union has a legal picket or placard line around or against.
- 10.02 Excepting as set out above, it is mutually agreed that there shall be no strike, lockout or slowdown whether sympathetic or otherwise during the term that this Agreement shall be in force.
- 10.03 It is agreed that in the event of a strike among the employees of any other firm with which the Employer is doing business, the Employer will not ask its employees to perform any labour they do not ordinarily perform.
- 10.04 All Union dues are to be trust monies and shall be paid to the party entitled thereto not later than fifteen (15) days after such deductions are made, and upon default of compliance with this Section, the Union may require the Employer to post with the Union a cash bond in any amount, not exceeding five thousand dollars (\$5,000.00). It shall be held by the Union to ensure future compliance with this Section during the term of this Agreement.

11. TRANSFER OF TITLE OR INTEREST

- 11.01 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. In the event the entire operation or any part thereof is sold, leased, transferred or taken over by sale, transfer, lease assignment, receivership or bankruptcy proceeding, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.
- 11.02 The Employer shall give notice of the existence of this Agreement to any purchaser, transferee, lessee or assignee of the operation covered by this Agreement or any part thereof. Such notice shall be in writing and a copy thereof shall be delivered to the Union at the time the Employer executes the contract of sale, lease or transfer. The Union shall also be informed of the nature of the transaction, not including financial details.
- 11.03 In the event the Employer fails to give notice as herein required, or fails to provide the Union with particulars herein required, the Employer shall be liable to the Union and to the employees covered by this Agreement, for all loss or damages sustained as a result of such failure.
- 11.04 The Employer shall not require as a condition of continued employment, that an employee purchase or assume any proprietary interest or other obligation in the business, nor furnish trucks or other equipment for same.

12. GRIEVANCE PROCEDURE

- 12.01 Any complaint, disagreement or difference of opinion between the Employer, the Union or the employees covered by this Agreement, which concerns the interpretation or application of the terms and provisions of this Agreement, shall be considered a grievance.
- 12.02 Any employee, the Union or the Employer may present a grievance. Any grievance which is not presented within thirty (30) days following the event giving rise to such grievance shall be forfeited and waived. This provision shall not be used to deny any employee his or her rights under the Provincial Labour Statutes.
- 12.03 The Steps of the Grievance Procedure shall be as follows:

STEP I

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

STEP II

Should a solution not be reached by Step I, then a Representative of the Union, accompanied by the employee and the Shop Steward, if the Union wishes, shall discuss the matter with Management.

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

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

STEP III

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

The party receiving the notice shall within seven (7) days thereafter, appoint a member for the Board and notify the other party of its appointment.

Failure to appoint their nominee, by either party, the other party who has appointed their nominee shall apply to the Minister of Labour to appoint a nominee on behalf of such party.

STEP IV

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

- 12.04 Notwithstanding the foregoing provisions respecting the establishment and jurisdiction of an Arbitration Board, if the parties agree, a Sole Arbitrator shall be chosen to act in the same capacity and having the same powers as a Board of Arbitration.
- 12.05 If the Arbitration Board finds that an employee has been suspended or discharged without proper cause or improperly laid off, that employee shall be reinstated by the Employer without loss of pay and with all his rights, benefits and privileges which he would have enjoyed if the discharge, suspension or improper layoff had not taken place. If an Arbitration Board finds circumstances which in the opinion of the Arbitration Board makes it just and equitable may order the Employer to pay less than the full amount of wages lost.
- 12.06 The Board of Arbitration shall not have any jurisdiction or authority to alter or change any of the provisions of this Agreement, or to give any decision inconsistent with the terms of this Agreement, except where there is a dispute between the parties, regarding the rate of pay for a newly established, or altered classification not provided for herein, or a dispute under 23.02 herein, or a dispute under the Welfare Plan, the Board of Arbitration or Sole Arbitrator shall have the power to deal with such matters and bring down a final and binding award.
- 12.07 Each of the parties hereto will bear the expenses of their nominee and the parties will equally bear the expenses of the Chairman.
- 12.08 Any discharged or suspended employee, within seventy-two (72) hours of his discharge

or suspension, shall be given by the Employer, in writing, the reasons for his discharge or suspension, with a copy to be sent to the Union. In the event of any dispute or difference as to whether or not there was proper cause for the discharge or suspension of an employee, only the reasons so set forth in writing shall constitute cause to be argued before an Arbitration Board. The seventy-two (72) hours to be exclusive of Saturdays, Sundays or General Holidays.

12.09 If adverse statements are to be put into an employee's personnel file, a copy of the same will be given to the employee with a copy sent to the Union within thirty (30) days of the event giving rise to the adverse statement.

13. JOB POSTING, ETC.

13.01 In the event that any employee leaves a job or a new job is created or new equipment is installed, the Employer shall post a notice on the Bulletin Board in all locations notifying that a vacancy exists in a particular job, giving job title, rate of pay, hours of work and location. The Employer agrees that the job will be posted, as per agreed above, within forty-eight (48) hours, subject to the need to fill the job. Employees desiring such job shall then apply, in writing, within seventy-two (72) hours of such posting, excluding weekends, except that employees on vacation or on leave of absence due to sickness, accident or any other reason at such time, may be contacted at home and shall have the privilege of applying, provided that they will return within six (6) weeks of posting date.

The successful applicant will commence working in the new job no later than thirty (30) calendar days from the date of the posting. In the event a suitable candidate cannot be found within the bargaining unit, an outside applicant must begin working in the new job within fifty-five (55) calendar days.

A copy of all job postings will continue to be forwarded to the Union, by the Employer, and a copy given to one Steward for posting on the notice boards.

After April 29, 2007, part time employees hired into an Office position or a Cash & Carry position cannot apply for a job posting for a period of two (2) years from date of hire. The above does not prevent them from using their seniority to "bump" into another position pursuant to Article 19.04 (a) and (b).

Job vacancies will be posted and consideration given to applicants in accordance with the following:

Warehouse Positions

- (a) **Foremen, Back-Up Foremen and Cash & Carry Assistant Manager** - Job to be awarded on basis of training, experience, aptitude and ability. Where no substantial difference between applicants, seniority prevails. Posting of back-up Foremen positions will only occur when there is a vacancy.
- (b) **Drivers** - Job to be awarded on the basis of seniority, provided applicant has appropriate licence and a satisfactory driving record. New Driver applicants must provide a record of motor vehicle infractions. Driver applicants with more than six

(6) points on their driving records will not be accepted.

- (c) **All Other Jobs** - Provided the applicant possesses the aptitude and ability, the job will be awarded to the senior applicant.

Office Positions

- (a) **Retail Accountant, Computer Operator and applicants from non-office locations:**

Job to be awarded on basis of training, experience, aptitude and ability. Where no substantial difference between applicants, seniority prevails.

- (b) **All Other Jobs** - provided the applicant possesses the aptitude and ability, the job will be awarded to the senior applicant.

13.02 Where the vacancy is a new job and not heretofore done in the establishment, the Employer may establish a rate for such job. If the Union disagrees with such rate, same shall be settled by Arbitration.

13.03 Whenever there is a significant change in job content or working conditions, the Employer will meet with the Union to 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.

13.04 **Temporary Absence Job Postings**

Whenever an employee is absent for a period of sixty or more days in either the Warehouse or the Cash & Carry, the Employer will post the position as a Temporary Absence Job Posting. If the vacancy is within the warehouse, the only employees eligible to post into this position are warehouse employees however, the Foremen, semi drivers, truck drivers, and head receiver cannot post into a temporary posting. If the vacancy is within a Cash & Carry, the only employees eligible to post into this position are Cash & Carry employees at the location where the absence exists however, the Assistant Manager cannot post into a temporary posting.

Such postings shall occur for any absence due to Leave of Absence defined under Article 5 or WI, LTD, WCB, provided the Employer has medical information that clearly defines the length of the absence as a period of sixty or more days.

Any such postings are subject to the job posting criteria outlined in Article 13.01.

The resulting vacancy shall not be posted. If necessary, the Company shall fill the resulting vacancy in accordance with its present practice for filling short term vacancies.

14. TECHNOLOGICAL CHANGE, RETRAINING AND SEVERANCE

14.01 If the Employer proposes the introduction of equipment in its operations requiring specialized training, the Employer agrees to give first opportunity to employees then on the payroll through the Job Posting procedures of this Agreement to operate this

equipment and/or train to operate the equipment, provided the applicant qualifies with the requirements of an independent aptitude test, if required by the Employer; cost of such test to be borne by the Employer. Any employee taking such a test is entitled to know the results of such test.

- 14.02 The Employer agrees to notify the Union no less than three (3) months in advance of the introduction of any such new equipment.
- 14.03 The Employer agrees to work with the Union and with Canada Manpower in order to arrange for training of employees whose jobs no longer exist as a result of automation, but whose seniority entitles them to continued employment. Such employees shall have the choice of taking the training provided or of accepting a layoff.
- 14.04 Employees whose employment is terminated for any reason other than those set out in 14.05 below shall, provided they have over one (1) year's full time employment with the Employer, receive one (1) week's pay for each year of equivalent full time service to a maximum of thirty-five (35) weeks.
- 14.05 The above shall not apply if an employee is discharged for cause, resigns of his own accord, or retires.
- 14.06 Where it is necessary for an employee to be trained or upgraded to a standard set by the Employer or outside body, such training or upgrading shall be paid for entirely by the Employer, i.e. cost of courses, etc., and pay for hours spent in taking courses. This does not exclude the right of the Employer to insist on certain basic skills to be a requirement of accepting application for certain jobs. As an example, driving licences and data entry skills would be considered as basic skills.

15. PAY DAY AND PAY STATEMENTS, ETC.

- 15.01 All employees covered by this Agreement shall be paid not less frequently than on a bi-weekly basis, all wages earned by such employees to a day not more than seven (7) days prior to the day of payment and must be paid prior to noon of that day.
- 15.02 The Employer shall provide every employee covered by this Agreement on each pay day with a separate or detachable written or printed itemized statement in respect of all wage payments to such employee that can be clearly interpreted by an employee. Such statement shall set forth the total hours worked, total overtime hours worked (either time and one-half (1 ½) or double time), the rate of wages applicable and all deductions made from the gross amount of wages.
- 15.03 Where there is an error of short payment or any other type of error, this shall be corrected no later than the next pay cheque.
- 15.04 The Employer shall record on each employee's T-4 slip the total Union dues deducted and submitted on behalf of that employee for the year.

16. ANNUAL VACATIONS

- 16.01 No later than December 1st of each year, the Employer shall post a Vacation list on the

Bulletin Board in each Department and Branch and each employee in order of seniority shall apply for his or her vacations on such list at a time same is desired, and such request must be completed by March 1st of each year.

The vacation list for the office will be posted December 1st of each year, and each employee in order of seniority shall apply for his/her vacation at a time same is desired. This list must be completed by February 15th of each year.

- 16.02 Such vacations shall be taken in one (1) unbroken period unless requested by the employee who shall have the right to decide whether their vacations shall be in one (1) period or split. Subject to operational requirement.
- 16.03 The Employer may use a cutoff date of August 31st of each year. This shall not prevent employees from taking their vacations prior to August 31st of any year and if they do, they shall receive one (1) week's pay for each week of vacation, then on August 31st, the Employer shall calculate the employee's yearly earnings from the previous August 31st and if the percentage is higher than the weekly earnings, the employee shall be paid the difference as set out herein.
- 16.04 Employees who have previously completed or subsequently complete one (1) year and up to three (3) years as an employee shall receive two (2) consecutive weeks vacation with eighty (80) hours pay for the Warehouse and Drivers and seventy-five (75) hours pay for Office Personnel, at the rate they were receiving at the date of taking their vacation, or four percent (4%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- 16.05 Employees who have previously completed or subsequently complete three (3) years as an employee shall receive three (3) consecutive weeks vacation of twenty-one (21) days, with one hundred and twenty (120) hours pay for the Warehouse and Drivers, and one hundred and twelve and one-half (112 ½) hours pay for the Office Personnel, at the rate they were receiving at the date of taking their vacation, or six percent (6%) of their annual gross earnings for the calendar year for which they are receiving their vacation, whichever is the greater.
- 16.06 Employees who have previously completed or subsequently complete seven (7) years as an employee and thereafter as an employee shall receive four (4) weeks vacation of twenty-eight (28) days with one hundred and sixty (160) hours for the Warehouse and Drivers, and one hundred and fifty (150) hours pay for the Office Personnel, at the rate they were receiving at the date of taking their vacation, or eight percent (8%) of their annual gross earnings for the calendar year of service dating from their anniversary date prior to receiving said vacation, whichever is the greater.
- 16.07 Employees who have previously completed or subsequently complete twelve (12) or more years of continuous service with the Employer shall receive five (5) weeks vacation of thirty-five (35) consecutive days with pay during one (1) calendar year based on ten percent (10%) of their gross annual earnings or two hundred (200) hours pay for the Warehouse and Drivers, and one hundred and eighty-seven and one-half (187 ½) hours pay for the Office Personnel, at the rate they were receiving at the date of taking their vacation, whichever is the greater.

- 16.08 Employees who have previously completed or subsequently complete eighteen (18) or more years of continuous service with the Employer shall receive six (6) weeks vacation of forty-two (42) consecutive days with pay during one (1) calendar year based on twelve percent (12%) of their gross annual earnings, or two hundred and forty (240) hours pay for those personnel on a forty (40) hour week and two hundred and twenty-five (225) hours pay for the Office Personnel, at the rate they were receiving at the date of taking their vacation, whichever is the greater.
- 16.09 Employees who have previously completed or subsequently complete twenty-five (25) or more years of continuous service with the Employer shall receive seven (7) weeks vacation of forty-nine (49) consecutive days with pay during one (1) calendar year based on fourteen percent (14%) of their gross annual earnings, or two hundred and eighty (280) hours pay for those personnel on a forty (40) hour week and two hundred and sixty-two and one-half (262 ½) hours pay for the Office Personnel, at the rate they were receiving at the date of taking their vacation, whichever is the greater.
- 16.10 For the purposes of determining a calendar year's employment to qualify an employee for vacations and vacation pay, the parties agree that when an employee has worked a minimum of fifteen hundred (1500) hours in an employee's calendar year running from anniversary date to anniversary date, he shall be eligible for vacations above set forth, less one hundred and thirty (130) hours for the Office Personnel.
- 16.11 In the event that an employee leaves the employ of the Employer before he is entitled to two (2) weeks vacation, he shall receive four percent (4%) of the gross earnings he received while in the employ of the Employer.
- 16.12 In the event of an employee leaving the employ of the Employer after he had his vacation he earned for the previous year, he shall receive four percent (4%), six percent (6%), eight percent (8%), ten percent (10%), twelve percent (12%), or fourteen percent (14%), as the case may be, of his pay for the year in which he ends his employment for which no vacation has been paid.
- 16.13 Thirty (30) days prior to an employee going on vacation, the employee may request a cheque for the appropriate vacation pay the employee is entitled to.
- 16.14 Part time employees shall be entitled to vacations based on the calendar years of service they have with the Employer, regardless of the hours they work in each or any calendar year during this employment. Their holiday pay shall only be calculated on the percentage basis and entitlement as set out in the Sections herein.

17. GENERAL HOLIDAYS

17.01 It is agreed that all employees shall be entitled to the following General Holidays with pay:

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

17.02 Part time and laid off employees who have worked for eight (8) days in the thirty (30) calendar days preceding the General Holiday shall be paid for four (4) hours (or three and three quarters (3.75) - office). Part time and laid off employees who have worked for twelve (12) days in the thirty (30) calendar days preceding the General Holiday shall be paid eight (8) hours (or seven and one-half (7 ½) - office).

17.03 **Floating Holiday**

Effective for employees hired before April 29, 2007 and as outlined below, each year from January 1st to December 31st, each employee shall be entitled to an eleventh (11th) guaranteed General Holiday with pay at his current rate.

Effective for employees hired after November 20th, 1993, each year from January 1st to December 31st, each employee who is at the top rate in their classification shall be entitled to an eleventh (11th) guaranteed General Holiday with pay at his current rate. This Holiday can be a Floating Holiday at a time mutually agreed to between each employee and the Employer. If they are unable to agree on the date, the decision shall be the Employer's, provided it is in conjunction with the employee's regular days off.

17.04 If an employee is laid off, terminates or quits before receiving his day off described herein, he shall be paid a day's pay in addition to all other monies to which he is entitled, this excludes probationary employees until they complete their probationary period.

17.05 The Employer agrees that if during the life of this Agreement or any subsequent Agreement that either the Federal or Provincial Government declares or proclaims any other day than those listed herein as a Holiday, then employees covered by this Agreement shall receive such day off with pay as set out herein for such other days.

17.06 Employees 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 double their hourly rate for all hours worked during that shift (triple time), but shall not be entitled to this for hours in both shifts which fall during the General Holiday period of twenty-four (24) hours. If shifts are worked in both of these days, then the shift which contains the majority of hours in the General Holiday shall be the shift paid for as the General Holiday.

17.07 It is agreed that the General Holidays shall take place when specified as a legal Holiday by the Federal or Provincial Government, except the Floating Holiday.

17.08 When a General Holiday falls on a regular scheduled day off such General Holiday shall be observed on the last scheduled working day prior to the General Holiday or the first (1st) working day following the General Holiday unless mutually agreed to be observed on another day.

When a General Holiday falls during an employee's scheduled vacation period, the employee will receive another day off on a mutually agreed day which is not in conjunction with the regular scheduled vacation period, but is in conjunction with regular days off.

- 17.09 Employees working other than a Monday to Friday shift will observe a General Holiday by being assigned a substitute day in conjunction with the employee's scheduled two days of rest before or after the holiday. For the purpose of Article 12, such substitute day will be considered the General Holiday. Exceptions to the above shall be the observance of Christmas Day, Boxing Day, and any other General Holiday mutually agreed.
- 17.10 In the case of absence due to injury or illness on a General Holiday where the employee is receiving payment of either Compensation Board payments or Weekly Indemnity payments under the appropriate Welfare Plan provision, then the Employer shall pay the difference between the regular earnings of such employee and what he is receiving from the other source for such General Holiday.
- 17.11 If the employee wishes, he may have the Employer use such monies that he would be entitled to as set out herein, to pay his Union dues and any other payments required by law or the terms of this Agreement.
- 17.12 It is understood that employees who regularly work other than the day shift will be paid for the General Holiday at the hourly rate applicable plus any premium they would be entitled to for working that shift.

18. SEPARATION OF EMPLOYMENT

- 18.01 If an employee is discharged by the Employer, he shall be paid in full for all monies owing to him by the Employer on the date of his discharge. If discharged at any time when payroll department is not staffed (weekends, General Holidays, evenings) then payment shall be made on the next business day.
- 18.02 If an employee quits the Employer of his own accord, the Employer may withhold payment for five (5) calendar days after the employee quitting and must pay on the sixth (6th) day.
- 18.03 When an employee leaves the employ of the Employer for any reason or is laid off, the Employer shall give to the employee his Record of Employment Certificate.

19. SENIORITY

- 19.01 There shall be a separate Seniority List at each location in addition to those for the Office Staff. Overall seniority shall apply under Article 13, Job Posting, Etc.
- 19.02 Seniority shall be for the length of service within the bargaining unit. Employment elsewhere with the Employer shall be credited for calculations of vacation entitlement and pay.
- 19.03 The Employer shall immediately and every six (6) months thereafter (on January 31 and July 31), supply the Union with a seniority list setting out the name, classification and date of employment of all employees, regardless of how long they have been employed or how many hours they work and Branch or Department. A copy of this list will also be posted on the Bulletin Board as per Article Eight (8).

19.04

(a) **Layoffs**

1. Layoffs and re-employment shall be based on seniority in the entire warehouse or office or branch; that is, the last hired shall be the first laid off and the last laid off shall be the first recalled, provided always that the senior employee has the ability to perform the work available.

Warehouse & Cash & Carry

2. In the event of a reduction in the work force the displaced employee shall have the right to bump any junior employee in the following work areas provided they have the skill and ability to perform the work. Separate work areas referred to in this clause are:

Trucking Department
Day Shift
Afternoon Shift
Graveyard Shift
Cash & Carry #1
Cash & Carry #4

3. Any employee displaced as a result of the above bumping procedure shall have the right to bump any junior employee in their work area provided they have the skill and ability to perform the work.
4. If an employee cannot bump in his/her work area, they then have the right to choose a separate work area and bump the junior employee where their seniority takes them, provided they have the ability to learn the job.
5. Employees who bump into another position as a result of paragraph 3 and 4 above, may request a review of their placement. The purpose of the review would be discuss any other alternative that may be available.
6. The employee who bumps the most junior full time person pursuant to the above will be allowed a reasonable period of trial up to thirty (30) days to prove they can do the job. In the event an employee is attempting to bump into a Foreman's position, it is understood that Article 13.01 Warehouse Positions (a) Foremen will apply. This period may be extended for another thirty (30) days by mutual agreement.

Office

- (b) In the event of a reduction in the work force in the office, the displaced employee shall bump the junior office employee provided they have the ability to learn the job.

Any employee exercising his/her seniority to bump a junior person pursuant to the above will be allowed a reasonable period of trial up to thirty (30) days to prove they can do the job. In the event an employee is attempting to bump into the

Retail Accountant or Computer Operator position, it is understood that Article 13.01 Office Positions (a) Retail Accountant and Computer Operator will apply. This period may be extended for another thirty (30) days by mutual agreement.

It is understood that office employees will only bump other office employees and non-office employees can only bump non-office employees.

19.05 If any employee is improperly laid off and a less senior employee is kept working during such layoff, the senior employee who was laid off shall be paid for the number of hours the less senior employee worked, at the senior employee's regular rate of pay or the job's classified rate of pay, and overtime if involved.

19.06 In the event of lay-offs all employees except part-time employees shall be guaranteed one (1) week's notice of lay-off, or one (1) week's pay in lieu of notice.

19.07 **Probationary Period** - A probationary period of forty-four (44) days worked shall apply in the case of new employees before seniority commences, and such employee may be laid off or terminated by the Employer, if it has just cause to do so. However, during such employment, all Sections of this Agreement shall apply to him.

It is understood that the standard to be applied by the Employer in such terminations is a lesser standard than that for employees who have completed their probationary period.

19.08 After completion of the probationary period, employees shall be entitled to the rank of seniority as of the date the employee entered the employment of the Employer.

19.09 Seniority shall be lost if an employee:

- (a) Voluntarily leaves the employ of the Employer, or
- (b) Is discharged for cause, or
- (c) After a layoff, fails to report for work for five (5) working days after being recalled by registered letter.

19.10 Any employee who has been reduced to part-time shall be entitled to be recalled to the classification they held at the time of reduction to part-time provided no more than one (1) year has elapsed since date of reduction.

Any employee who has been laid off due to lack of work shall have the right to remain on the seniority list as set out in 19.14 herein.

19.11 Any employee promoted to a different classification shall be allowed a reasonable period of trial up to thirty (30) days, and if found unsatisfactory, shall be given the opportunity of going back to his former position without loss of seniority. This trial period may be extended for another thirty (30) days by mutual agreement.

- 19.12 The Employer agrees when it is necessary to reduce the number of employees on a shift, senior employees will be given preference over junior and part time employees for available work, provided said senior employees have the ability to perform the work available, with training if necessary.
- 19.13 If the Employer lays off or discharges the Shop Steward, the Union shall be advised prior to such layoff or discharge.
- 19.14 If any employee is laid off due to lack of work, he shall have the sole option of either remaining on the rehire list or of accepting his severance pay and losing his seniority rights as set out in Article 19 herein. If any employee chooses to remain on the rehire list and is not rehired after a layoff of a maximum of twelve (12) months, he shall be paid his severance pay.
- 19.15 Part time employees are required to attend work on an as and when required basis. Employees claiming part time work must be available for such work. When properly notified, the Company may grant leave from this requirement where practicable.
- The foregoing does not apply to employees who had achieved full time status at some time prior to November 1, 1988.

20. DAYS AND HOURS OF WORK AND OVERTIME

Warehouse and Drivers and Branches and Retail Accountant and Advertising Coordinator and Computer Operator

- 20.01 Employees shall work and be guaranteed eight (8) hours each day, provided they commence work at the start of their shift, with a half (½) hour off for lunch. The normal work week shall be five (5) consecutive days, forty (40) hours per week, 00:01 a.m. Sunday through Saturday midnight, except that Okanagan Drivers may be scheduled on a Monday through Sunday shift.

Part time employees may work any time to replace regularly scheduled employees who are absent for vacation, sick, A.T.O., or leave of absence, to meet overload requirements, and to supplement staff levels provided full-time employees have been scheduled to the maximum of the basic work week as outlined above.

Part time employees hired after April 19, 2007 may be scheduled to work shifts that are less than eight (8) hours in duration.

Full-time employees performing regularly scheduled shifts commencing on Saturday or Sunday will receive a premium of ten dollars (\$10.00) per shift worked. Drivers on Okanagan runs are not eligible for the weekend premium.

- 20.02 Any hours worked in excess of eight (8) on a regular day, as defined in Section 20.01 above in any one (1) day, shall be at the rate of time and one-half (1 ½) for the first one (1) hour and double time thereafter.

Office

20.03 Employees shall work and be guaranteed seven and one-half (7 ½) hours each day, provided they commence work at the start of their shift, with a half (½) hour off for lunch. The normal work week shall be five (5) consecutive days, thirty-seven and one-half (37 ½) hours per week, Sunday through Saturday.

Employees hired after April 19, 2007 may be scheduled to work shifts that are less than seven and one-half (7 1/2) hours or eight (8) hours as applicable. Any vacancy created as a result of a current full-time person who resigns, retires or is terminated must be filled by a full time employee provided that the Company had not previously advised the Union that it is considering a reduction of the position to part time.

20.04 Any hours worked in excess of seven and one-half (7 1/2) on a regular day, as defined in Section 20.03 above, in any one (1) day, shall be at the rate of time and one-half (1 1/2) for the first hour and double time (2X) thereafter.

All Employees

20.05 All time worked on the sixth (6th) day shall be paid at the rate of time and one-half (1 1/2) for the first two (2) hours and double time thereafter. All hours worked on the seventh (7th) day shall be paid at the rate of double time, with a minimum of four (4) hours guarantee.

20.06 The Driver on the Okanagan run shall work a period of twenty-four (24) hours over a forty-eight (48) hour period of any two (2) consecutive days, Sunday through Saturday at straight time rates of pay.

Whenever there is an available trip to the Okanagan and a driver has had two (2) trips in that particular week that driver may take a third (3rd) trip provided that the available trip has first been offered to all other drivers in order of seniority and no other driver wishes to take the trip.

The third (3rd) trip will be paid at the applicable rates plus any applicable premiums.

20.07 Any hours worked over the twenty-four (24) hours shall be paid at double time rate of pay. Overtime worked on his other two (2) work days shall be paid as set out in 20.02 above.

20.08 Upon representation of expense receipts, this driver shall be reimbursed.

20.09 Drivers who make deliveries to Vancouver Island shall continue to work the five (5) days as set out in 20.01 above for any one (1) day, and shall receive \$8.00 lunch money and be given one-half (1/2) hour lunch time. Effective August 1st, 1995, the lunch money will be increased to \$9.00.

20.10 Any employee called back to work in any emergency after his working day has been completed shall be paid a minimum of three (3) hours' pay at the rate of double time.

20.11 If an employee reports late for work, that employee will only be paid from the time he commences work and for the time actually worked.

20.12 All overtime shall be broken down into five (5) minute units, based on one-twelfth (1/12th) of the applicable hourly rate, times the appropriate overtime rate.

20.13 When employees are advised to report for work at a specified time on any day, they

shall be paid for that day, even though there may be no work for them to do, provided they are ready for work, excepting as set out in Section 20.06 herein.

- 20.14 The Employer agrees that when it is necessary to work overtime in a department or work area, such overtime will be distributed to the employees of that department or work area. The person in charge of that department shall go to each employee in the department in order of seniority and request if they desire to work overtime. When overtime is available in the office, and the work to be done does not belong to any particular classification, that overtime must be distributed in order of overall office seniority. Some examples of this are: transferring files to boxes for storage, meat department receiving, month end work, stock taking work, and special projects, etc.

Employees may for a legitimate reason refuse to work overtime, however if all employees so refuse, then the junior employees in the number required shall be obligated to work.

- 20.15 Non bargaining unit persons shall be allowed to take stock, provided that there is one (1) bargaining unit employee with each non-bargaining unit person who is tabulating figures of stock items.

- 20.16 The day shift for warehouse and drivers shall be eight (8) consecutive hours from 5:00 A.M. to 6:30 P.M. with a half ($\frac{1}{2}$) hour for lunch. Employees will be scheduled the same shift time for five consecutive days except that drivers recognize that some flexibility in the scheduling of shifts may be required to supply an acceptable level of service. The day shift for office personnel shall be seven and one-half ($7 \frac{1}{2}$) consecutive hours between 7:00 A.M. and 5:00 P.M with a half ($\frac{1}{2}$) hour for lunch.

Whenever two (2) or more employees are performing essentially the same job and an option to start at a different time than other employees on the shift is available, the option must be given to the senior employee. When two (2) or more floaters can perform the same positions they are scheduled to relieve, the senior floater will be given any scheduling option that might be available.

- 20.17 Any shift starting prior to the regular starting time for any Department as set out above or ending after the quitting time set out above, shall be a premium shift and any second or third shift shall be a premium shift and paid for as follows.

- 20.18 Employees shall work seven (7) hours and receive eight (8) hours' pay, with a lunch period of thirty (30) minutes without pay.

July 31, 2000 shift length 8 hours.

July 31, 2000 shift premium \$3.00/hour.

August 5, 2001 shift premium \$2.00/hour.

August 4, 2002 shift premium \$1.00/hour.

- 20.19 Where there are only two (2) men on a second or third shift and one (1) has to leave due to injury or illness, the other may also leave for safety purposes and be entitled to his full eight (8) hours' pay for such shift, provided the Employer is notified and given the opportunity to replace staff.

- 20.20 The Employer shall give to each employee whose shift is to be changed a minimum of twenty-four (24) hours advance notice prior to such shift becoming applicable.
- 20.21 Where help is required for unloading at Cash & Carry or I.G.A. loads, such help will be provided at destination.
- 20.22 It is intended that every employee should have a minimum of eight (8) hours rest between the end of one (1) shift and the commencement of another. In the event that any employee is recalled to work before a period of eight (8) hours elapses, he shall be paid at overtime rates of double time for the entire shift that he is called in to work before he has received his full eight (8) hour break. No employee shall be permitted to resume work on his own accord until eight (8) full hours have elapsed.
- 20.23 Where shift work is in operation, it is agreed that all employees in such job classifications involved shall not be rotated or altered unless specifically requested by a particular employee that he be changed.

21. LUNCH AND REST PERIOD

- 21.01 No employee shall be worked longer than four (4) hours, or such other period of time as the employees desire to agree to with the Employer, without a half ($\frac{1}{2}$) hour off for the purpose of eating a meal. This shall be exclusive of rest breaks which must be given as follows.
- 21.02 Each employee shall receive an uninterrupted fifteen (15) minute break in each half ($\frac{1}{2}$) of their daily shift. It is further agreed that the employee shall be entitled to a fifteen (15) minute coffee break after four (4) hours overtime, and again after seven (7) hours of overtime. The time for said breaks to be determined by Management. However, such shall not be scheduled earlier than one and one-half ($1 \frac{1}{2}$) hours from the commencement of each half ($\frac{1}{2}$) of an employee's work shift. The lunch room shall be large enough and have adequate seating for all employees. If any employee's break is interrupted, he shall receive double time for the entire period of interruption plus his full break period at a later time.
- 21.03 When it becomes necessary to work overtime of two (2) working hours or more beyond his regular shift, the Employer shall see that each employee so worked shall receive a meal break of not more than one-half ($\frac{1}{2}$) hour at the discretion of the employee, with pay, and shall receive a meal allowance of \$9.00. Payment of the meal allowance monies will be on the next cheque run.
- 21.04 Where any employee is required to work through his regular established lunch or meal period, such employee shall be paid at the rate of double time for the entire period of the normal lunch or meal break and in addition shall be allowed a period of time off, equal to the normal lunch or meal period with pay, to consume a meal.

22. COMPENSATION COVERAGE

- 22.01 When an employee is injured at work and goes on Compensation, he or she shall, when

their doctor signifies that the employee may go to work, be returned to the payroll at his or her previous job and rate of pay for a period of one (1) week, to see if he or she is able to do the job he or she held at the time of the injury.

- 22.02 If, after that time, it is proven to the Employer that the employee is unable to do the job the employee held at the time of injury, the Employer will try to place the employee in a job which said employee can do. If this is impractical, then the employee shall be entitled to two (2) weeks notice. This section is subject to the Grievance Procedure.
- 22.03 When an employee returns to work following a period on compensation, the Employer shall not be required to give any employee laid off as a result of such return the notice or pay provided under Article 19.06.
- 22.04 If an employee is placed in a lower category on his return to work after having been on Compensation, and it is proven that his accident was due to faulty equipment that the injury occurred, then the said employee shall be paid at the classified rate of pay he held at the time of the injury.
- 22.05 At the employee's request, the Employer shall make up the employee's Workers' Compensation Board benefits to 100%; such payment to be taken from the accumulated sick leave and to cease when six (6) days remain.

23. SAVINGS CLAUSE

- 23.01 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.
- 23.02 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 they shall submit the dispute to the procedure as outlined in Article 12 herein.
- 23.03 If any proposal submitted by the Union, if granted, may not be put into effect because of applicable legislation or Regulations dealing with Wage and Price Stabilization, then such proposals, or any part thereof, shall become effective at such time, in such amounts, and for such periods as will be permitted by law at any time during the life of this Agreement and any extension thereof.

24. INSPECTION PRIVILEGES

- 24.01 An authorized Agent of the Union upon notification to the Manager shall have access to the Company's establishments during working hours for the purpose of adjusting disputes, investigating working conditions, and ascertaining that the Agreement is being

adhered to. Such visit will not interfere with operations.

25. SANITARY FACILITIES, LUNCH ROOMS, ETC.

25.01 The Employer agrees to maintain clean, sanitary washrooms, having hot and cold running water and hand cleanser and towels in sufficient quantity, with toilet facilities, and employees shall observe the simple rules of cleanliness and good housekeeping in these facilities.

25.02 Lunch rooms will be provided for the staff and shall meet the requirements of the Factories Act.

25.03 Clothes closets or lockers of a suitable size for the protection of employees' clothes and personal belongings shall also be provided. This shall mean that the Employer will provide for a minimum locker space of one locker per person for warehouse employees and will provide six (6) lockers for office employees.

25.04 Each warehouse, plant and office shall be adequately heated and ventilated.

26. ACCUMULATED TIME-OFF (Only applicable to employees hired before April 29, 2007.)

26.01 (a) Accumulated time off shall accumulate at the rate of four (4) hours for each completed week for all full time and part time employees who have completed their probationary period.

(b) **New Employees Hired After March 2, 1997**

After fifteen hundred (1500) hours worked, employees shall receive one-half ($\frac{1}{2}$) of full accrual for each full week worked, for one (1) full year, then will receive full accrual.

(c) **New Employees Hired After March 10, 2000**

When employees reach top rate, they are eligible for ATO.

26.02 The maximum accumulation shall be ten (10) days in each six (6) month period.

26.03 At the end of each six (6) month period full time employees shall become eligible to take the time off (in one period) at a mutually agreeable time, or at the employee's option receive the equivalent in pay. (The employee must designate at the beginning of each period whether he/she intends to take the time off or the pay.)

Employees who designate to take their A.T.O. in time off at the beginning of each six (6) month period must schedule said time off within thirty (30) calendar days. If an employee does not schedule time off within the thirty (30) calendar days, said employee will take any mutually agreeable time available. If no time is available, the employee will carry the time over into the next six (6) month period. If unable to schedule or take the time off during this next period, the employee will be paid out any A.T.O. amount exceeding ten (10) days.

The above A.T.O. scheduling protocol may be varied in its application within each Cash & Carry, the Office or the Warehouse. This variance is recognized as applying to all employees within the above locations. The variance will be a recognized practice and mutually agreed to by the Shop Steward(s) for that work area and the Employer.

Part-time

ATO taken to top up regular hours shall not be considered as hours worked for any purposes within the Collective Agreement.

26.04 A "completed week" means any combination of actual regular hours worked, paid election time off, paid sick leave, A.T.O., paid vacations, jury duty, paid compassionate leave, paid witness leave, and paid General Holidays including the Floating Holiday, provided the total hours equal the basic 40 hour or 37 ½ hour work week for the employee.

27. SAFETY AND HEALTH

27.01 The Employer shall make reasonable provisions for the safety and health of its employees during the hours of their employment and proper First-Aid kits, including a proper First-Aid kit in each truck.

27.02 Any employee suffering any injury or employment induced illness while in the employ of the Employer must report same to the First-Aid attendant immediately, or as soon thereafter as practicable, and a complete record of all such cases must be kept by the First-Aid attendant.

27.03 Any employee who considers that any practice being carried out within the premises is unsafe or detrimental to the health of any person working therein shall have the right to speak to his or her superior about the matter. If the situation is not corrected in a reasonable period of time, the matter may be considered cause for a grievance to be handled through the Grievance Procedure.

27.04 First-Aid

In the event of an employee becoming ill during his shift, the employee shall report directly to a Warehouse Manager or Supervisor or Foreman, Office Manager or Supervisor, Cash & Carry Manager or Supervisor, stating his illness, and if the employee wishes to go home or to a doctor, due to such illness, permission to do so will be granted by the Warehouse Manager or Supervisor or Foreman, Office Manager or Supervisor, Cash & Carry Manager or Supervisor, and shall be so entered into a record book. No person shall refuse the right of any employee to go home or to a doctor due to any illness or injury.

27.05 Allergy or Recurring Illness

If an employee suffers from an allergy or recurring illness, the employee shall furnish a medical letter to that effect, and such letter shall be kept on file in the office.

27.06 There shall be two (2) employees on each shift in the bargaining unit designated as First Aid Attendants in accordance with the W.C.B. Industrial First Aid Regulations. Said Attendants shall be paid the remuneration listed below:

Level III	\$0.75 per hour
Level II	\$0.65 per hour
Level I	\$0.30 per hour

It is understood that the junior designated employee will be required to schedule vacation and A.T.O after the senior first-aid attendant to ensure that at least one of the designated employees is on site per shift.

It is further understood that during such vacation periods, the designated employee will not leave the premises during or for meals or rest breaks. The Union and the Company recognize that Health and Safety is important to the welfare of all staff and consequently accommodations may be made provided other qualified but non-designated staff are on the premises.

27.07 If there is no employee in the bargaining unit with valid qualifications in First Aid, the Company shall post a notice requesting applications from employees interested in taking the required course. The most senior applicant on each shift applying shall be given the opportunity to take the course. Applicants shall be restricted to the warehouse and office employees only.

27.08 Upon successful completion only, the Company shall reimburse the said employee for the full cost of the fees and course expenses (receipts must be presented). The employee shall also be paid at his hourly rate of pay at straight time rates (no premium or shift differential) for all hours that the employee attends classes. This does not include travel time or travel expenses.

In the event a designated First Aid Attendant accepts a job posting that moves them off their present shift, the Company will post for a replacement attendant. In the event the Company is unable to appoint a trained replacement attendant due to reasons such as

available First Aid courses, failure of replacement to pass the course, leave of absence of other staff members, etc. the incumbent attendant may be required to remain in their present position for up to sixty (60) days before posting into their new position.

28. BONDING

28.01 If, at any time the Employer requires an employee hereunder to be bonded, it is agreed that the Employer shall then request the employee to fill in an application to a recognized bonding firm selected by the Employer, and provided that the bonding form is sanctioned by the Union. It is further agreed that the cost of such bonding shall be paid by the Employer.

29. MANAGEMENT

29.01 The Union agrees that the Employer has the exclusive right and power to manage the Employer's operations, to direct the working forces and to hire, promote as set out in this Agreement, demote for cause, discipline for cause, or lay-off employees, to assign to jobs, and to increase and decrease the working forces, to determine the products to be handled, produced or manufactured, the schedule of production and the methods of processing and means of production and handling.

29.02 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.

30. HEALTH AND WELFARE PLAN

30.01 All employees will be covered by the Company's Health and Welfare Plan. The Employer will continue coverage on the following basis:

- (1) from the effective date for all employees who have completed the requirements set forth in (2) below; as of the effective date;
- (2) for all other employees as of the effective date and all employees whose date of employment is after the effective date:
 - (i) from the first (1st) day of the month next following or coincident with the date which is one (1) month after his date of employment, coverage shall commence with respect to all benefits except Dental;
 - (ii) from the first (1st) day of the month next following or coincident with the date which is two (2) months after his date of employment, coverage shall commence with respect to Dental benefits;
 - (iii) part time employees who work an average of twenty (20) hours per week for a period of thirteen (13) consecutive weeks shall receive Health and Welfare benefits. The employee must fail to meet the above requirements for a period of thirteen (13) consecutive weeks before they are disqualified.
 - (iv) part time employees hired after April 29, 2007 who work an average of thirty-two (32) hours per week for a period of thirteen (13) consecutive weeks shall receive Health and Welfare benefits. The employee must fail to meet the above requirements for a period of thirteen (13) consecutive

weeks before they are disqualified.

30.02 The Employer agrees to continue coverage for all employees subject to the provisions above.

30.03 It will be the responsibility of the Employer to ensure that all employees complete such forms as are required in the operation and administration of the Benefit Plans and ensuring coverage is maintained. Failure of the Employer to secure the necessary administration forms from employees, forward completed forms on the due date to the administrators, will cause the Employer to be liable for any claims arising as a result of such failure.

30.04 It shall be the Employer's responsibility to supply all necessary administration forms.

30.05 The benefits as described below shall be provided to the employees in accordance with the terms and conditions of the various Benefit Plans:

Medical Services Plan of B.C.	Payment of premiums for coverage at such rates as may be established from time to time by the B.C. Government which has not opted out
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Group Term Life Insurance	2X employee's yearly earnings to the nearest \$1,000.00
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Accidental Death and Dismemberment Insurance	An amount equal to 1X the employee's yearly earnings to the nearest \$1,000.00
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Weekly Indemnity Benefits	75% of weekly salary (60% of weekly salary for employees hired after April 29, 2007).
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Benefits to be paid on a first (1st) day accident, fourth (4th) day sickness, 52 week duration basis (1/4/52) on a 5 day basis.

Long Term Disability Benefits	60% of monthly salary (50% of monthly salary for employees hired after April 29, 2007) to a maximum of \$3,000.00 effective December 1, 1993
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Dental Benefit Coverage	Employees hired before April 29, 2007 Basic (Part A) - 100% Major Restorative (Part B) 90 % coverage, Orthodontic (Part C) - 90% coverage
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	Employees hired after April 29, 2007 Basic (Part A) - 80% Major Restorative (Part B) - 70% coverage Orthodontic (Part C) - 60% coverage
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Extended Health Care Benefit	No deductible, 100% reimbursement above
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deductible with vision care and nicotine patches (80% reimbursement for employees hired after April 29, 2007).

Prescription Drugs

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

- 30.06 However, if any employee is otherwise covered for M.S.P., the employee may opt out of the M.S.P. coverage under this Agreement. If such other coverage ceases, then it shall be the employee's responsibility to notify the Employer and to request coverage which the Employer shall then provide immediately.
- 30.07 The Employer shall continue coverage for employees who are absent from work due to an illness or accident for up to fifty-two (52) weeks.
- 30.08 For full time employees who are laid off, the Employer shall continue to provide employees with M.S.P., E.H.B. and Life Insurance Benefits. The layoff provision shall take effect on the first (1st) day of the month following the month in which the employee was laid off and shall continue for a period of: employees with less than two (2) years service one (1) month; employees with more than two (2) years service three (3) months; or until the employee is recalled.
- 30.09 The full cost of the Health and Welfare Plan shall be borne one hundred percent (100%) by the Employer.

31. SICK LEAVE

- 31.01 (a) All full time employees as of April 29, 2007 and those part time employees on April 29, 2007 who proceed to full time shall be allowed one (1) day sick leave per month up to a total of thirty (30) days accumulated sick leave during the term of this Agreement for verified illness or accident period not covered by Workers' Compensation. A doctor's certificate shall be required should the Employer so request.
- (b) Part time employees as of April 29, 2007 who work a full four (4) consecutive weeks of employment will accumulate eight (8) hours of sick leave to a maximum of twelve (12) days in any twelve month period, including any absences from work for which compensation is received under the terms of the collective agreement.
- (c) Employees hired after April 29, 2007 whether full time or part time shall accumulate one-half (½) day per month to a maximum of six (6) days.
- 31.02 If an employee retires or leaves, he shall be entitled to receive 100% of any unused sick leave accumulated as of the date of his termination. Sick leave will not be paid out to employees who are discharged for cause.

The above shall not apply to employees hired after April 29, 2007.

32. ARTICLE HEADINGS

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

33. TRANSPORTATION AND PARKING

33.01 No employee shall be required to use his car on Employer business.

34. MEDICAL EXAMINATIONS

34.01 The Employer agrees that during the life of this Agreement, it shall not require any employee to take a medical examination as a condition of employment, excepting such examinations as are required by law.

34.02 Medical examinations may be requested by the Employer if there is a reasonable belief that the employee may be a safety risk to himself or others. All time spent to attend the examination will be paid for by the Employer at straight time hourly rate applicable and will also pay for the cost of such examination.

35. TRUCK MAINTENANCE AND SAFETY

- 35.01 It is to the mutual advantage of both the Employer and the employees that employees should not operate vehicles which are not in safe operating condition and not equipped with the safety appliances required by law. The maintenance of equipment in a sound operating condition is not only a function, but a responsibility of Management, and in respect thereto the Employer agrees to the following:
- 35.02 The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances or stickers prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment.
- 35.03 No drivers shall be asked or required to service or maintain trucks or equipment. This shall not cover the driver's responsibility in checking his truck for gas and oil or to see it is in proper operating condition, nor in driving his vehicle to the proper place of maintenance and parking.
- 35.04 It is mutually agreed that a form shall be supplied the driver on which to report defects in equipment with sufficient copies so that the driver may retain a copy, and so that the head office of the Employer will have a copy of this report on file.
- 35.05 When a driver reports a defect in equipment, he must tag or mark the vehicle involved in such a manner so that any other employee will notice the defective equipment. It shall be the Employer's responsibility to supply such tags or other marking devices. This tag to be left on the vehicle in order to show the work has been completed and shall be removed by the outgoing driver.
- 35.06 The Employer shall not compel any driver to operate a vehicle in excess of the legal load limits. If a driver is stopped by the Police or at any scales, and is fined, the Employer shall pay such fines. In addition thereto, if a driver is stopped by the police or held up at the scales, due to overloading or any other reason involving the equipment and that driver is working on other than an hourly rate, he shall be paid for all such time on the basis of the working time rate of pay.
- 35.07 If a driver is charged improperly for a violation of traffic laws while working, and is found not guilty in Court, the Employer shall pay that employee's legal fees and loss of wages. However, if the employee is found guilty, he shall pay his own legal fees and not be entitled to wages lost.
- 35.08 In the event that a driver shall suffer revocation of driver's licence and other employment is not available with the Employer, he shall be granted a leave of absence and it shall not be a violation of this Agreement for him to accept employment elsewhere.
- 35.09 Should the employee request continued benefit coverage during the leave of absence, it is understood that all monies paid on behalf of the employee for the maintenance of benefits shall be reimbursed by the employee.
- 35.10 The Employer shall provide that security personnel be present for any employee who is

required to enter the Employer's property between 12:30 a.m. and 6:00 a.m. provided no shift is in progress. It is understood that unplanned situations may occur that prevent the security personnel from attending this clause, in which case the Employer will have been deemed to have met this requirement.

36. CLASSIFICATIONS AND WAGE RATES, ETC.

- 36.01 The classifications, job descriptions, 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.
- 36.02 When an employee meets with an accident at work, he or she shall be paid a full day's wages for the day of the accident.
- 36.03 If an employee is required to take time off during working hours to consult a doctor, chiropractor or whatever in regard to any compensable injury or illness he has received or incurred on the job, he shall be paid for such time off in a manner that will ensure him a minimum of eight (8) hours pay, seven and one-half (7 ½) hours pay for thirty-seven and one-half (37 ½) hour **Office** positions, for that day and any other day or days he is also required to fill such commitment or requirement.
- 36.04 Employees will endeavour to schedule medical and dental examinations outside of their normal working hours or on their days off. Employees who are unable to schedule these examinations outside of normal working hours will be allowed up to six (6) hours per calendar year for said appointments. Any time in excess of the six (6) hours shall if the employee so chooses, either be paid from the employees accumulated sick leave or, subject to operational requirements, the employee shall be allowed to make up the time. Employees who require time off to take their dependent children to medical appointments will be required to take this time off from their accumulated sick time to a maximum of eight (8) hours per year.
- 36.05 When an employee is temporarily removed from his regular work and placed on other work for the Employer's convenience for one (1) hour per day or longer, he shall be paid his regular rate of pay or the rate of the other work, whichever is the greater, for all time employed on such work, and no employee's rate may be reduced below his regular rate. It is also agreed that regardless of age or sex, creed or colour, equal pay for equal work will prevail, if the work ordinarily carried out can be performed without further assistance.
- 36.06 Each employee hired under a specific classification shall, when he commences work, immediately be paid the rate for that classification and no employee shall be paid less than the rate as set out in this Agreement for such classification, and any employee hired who had previous experience in the industry shall be given credit for that time involved if his job rate is on a sliding scale.
- 36.07 No driver shall collect outstanding debts; this shall be the responsibility of the Salesman involved, unless any customer voluntarily offers to pay his account.
- 36.08 Scheduled out of town runs that are paid for on the twenty-four (24) hour trip basis shall be limited to two (2) runs per week for any one (1) driver.

37. SOLICITATION OF FUNDS

- 37.01 There shall be no coercion or intimidation in solicitation of funds of the employees by Management, for charity or other purposes. Employees will determine of their own

accord if they desire or not to contribute.

38. PAID ELECTION TIME OFF

38.01 The Employer shall not alter the regular or normal hours of employment of any employee 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.

39. GENDER

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

40. TOOLS

40.01 All tools and equipment required by employees to properly perform the functions of their jobs shall be furnished by the Employer and shall be its property at all times.

41. RETIREMENT

41.01 All employees shall retire the first (1st) day of the month following their 65th birthday. Employees who retire at normal retirement age 65 or employees who retire between the ages of 60 and 65 and have a minimum of twenty (20) years of service shall receive four (4) weeks pay.

41.02 Teamsters Canadian Pension Trust Fund and Plan

1. Commencing with the first (1st) day of August, 1993, and for the duration of the current collective agreement between the Union and the Employer and any renewals or extensions thereof, the Employer agrees to make payments to the Teamsters Canadian Pension Trust Fund and Plan for each qualified employee working in job classifications covered by the collective bargaining agreement equal to ten and one-half percent (10 ½%) of his regular straight time earnings from the Employer effective August 1, 1997.
2. The Employer agrees to be bound by all of the terms, conditions and provisions of Agreement and Declaration of Trust under which the Teamsters Canadian Pension Trust Fund and Plan is established and to carry out all of the duties and responsibilities of an Employer under such Agreement and Declaration of Trust including as appropriate, naming or participating in the naming of Employer Trustees and Employer representatives on a Retirement Committee as provided for under the Teamsters Canadian Pension Trust Fund and Plan.
3. It is understood that contributions shall be payable in respect of regular straight time earnings of full-time employees, and in respect of regular straight time earnings of part-time employees who have qualified for Health and Welfare Benefits under Article 30.01 (iii).
4. Contributions along with a list of employees for whom they have been made, the amount of regular straight time earnings and the contributions in respect to the

regular straight time earnings for each employee, shall be forwarded by the Employer to the Trust Company or other financial institution acting as custodian of the assets of the Teamsters Canadian Pension Trust Fund and Plan and shall do so not later than twenty-one (21) days after the close of the Employer's four (4) or five (5) week accounting period.

- 5. Each Employer shall permit upon the request of the Union or the Trustees, an auditor employed by either the Union or the Trustees, to carry out an audit of the Employer's Teamster payroll records to ensure that the Employer is paying to the Trustees all contributions due under the terms of the collective agreement.
- 6. The Employer shall also complete such forms and provide such information as the Trustees and Administrator of the Teamsters Canadian Pension Plan require from time to time in the administration and operation of the Plan.
- 7. It is understood that:-
 - (i) Under the Teamsters Canadian Pension Trust Fund and Plan the Employer is not liable to guarantee the benefits payable thereunder or assure the solvency of the Fund beyond the payment of contributions due pursuant to the collective agreement.
 - (ii) The Teamsters Canadian Pension Trust Fund and Plan is or will be registered under the provisions of the Income Tax Act of Canada and any other applicable Federal or Provincial law respecting employee pension plans.

IN WITNESS WHEREOF the Party of the First Part has hereunto affixed its signature(s) in the presence of 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 _____, British Columbia, this _____ day of _____, 2007.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

APPENDIX "A"

HOURLY RATES

CLASSIFICATIONS	EFFECTIVE MAY 6/07	EFFECTIVE AUG. 2/09	EFFECTIVE AUG. 1/10	EFFECTIVE JULY 31/11
WAREHOUSE CATEGORIES				
Group I:				
Day Shift Foreman*	\$24.29	\$24.53	\$24.78	\$25.03
Group II:				
Afternoon Working Foreman	\$24.09	\$24.33	\$24.57	\$24.82
Graveyard Working Foreman	\$24.09	\$24.33	\$24.57	\$24.82
Group III:				
Head Receiver	\$23.74	\$23.98	\$24.22	\$24.44
Packing Room Head	\$23.24	\$23.47	\$23.70	\$23.94
Group IV:				
Semi-Trailer Driver	\$23.24	\$23.47	\$23.70	\$23.94
Maintenance	\$23.24	\$23.47	\$23.70	\$23.94
(It is understood that the maintenance category is for employees who in addition to their normal work are required from time to time to do such jobs as welding shelving, performing simple mechanical repairs, repairing pallets, etc.)				
Group V:				
Truck Drivers	\$22.96	\$23.19	\$23.42	\$23.65
Fork Lift Operators	\$22.96	\$23.19	\$23.42	\$23.65
Sweeper Operators	\$22.96	\$23.19	\$23.42	\$23.65
Receivers	\$22.96	\$23.19	\$23.42	\$23.65
Cash & Carry Cashier	\$22.96	\$23.19	\$23.42	\$23.65
Group VI:				
Cash & Carry Clerk	\$22.79	\$23.02	\$23.25	\$23.48
Loaders and Orders Pickers	\$22.79	\$23.02	\$23.25	\$23.48
Repack Order Picker	\$22.79	\$23.02	\$23.25	\$23.48
Loader/Order Picker-Freezer	\$22.79	\$23.02	\$23.25	\$23.48

*When a Cash & Carry employee is designated to act in a relief capacity for the Cash & Carry Manager, the employee will receive twenty-five cents (25¢) less than the Day Shift Foreman's rate of pay.

APPENDIX "A" - CONTINUED

CLASSIFICATIONS	EFFECTIVE MAY 6/07	EFFECTIVE AUG. 2/09	EFFECTIVE AUG. 1/10	EFFECTIVE JULY 31/11
Group VII:				
Warehouseman	\$22.51	\$22.74	\$22.97	\$23.20

Freezer Premium:

Effective December 31, 2000 a premium of \$1.00 per hour is paid on all hours worked in the freezer.

OFFICE CATEGORIES

Group I:

Retail Accountant	\$23.54	\$23.78	\$24.02	\$24.26
Computer Operator	\$22.13	\$22.35	\$22.57	\$22.80

Group II:

Advertising Co-ordinator	\$22.04	\$22.26	\$22.48	\$22.70
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Group III:

Accounts Payable Clerk) Meat Order Clerk) Floater) Payroll Clerk)	\$21.76	\$21.98	\$22.20	\$22.42
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Group IV:

Printing Clerk) Accounts Receivable Clerk)	\$21.76	\$21.98	\$22.20	\$22.42
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Group V:

Customer Service Clerks) Cash and Banking Clerk) Receptionist) General Clerk)	\$21.76	\$21.98	\$22.20	\$22.42
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New Hires: Effective April 29, 2007:

Hours actually worked:

0 - 1040 = 50% of top rate
1041 - 2080 = 55% of top rate

2081 - 3120 = 60% of top rate

3121 - 4160 = 65% of top rate

4161 - 5200 = 70% of top rate

5201 - 6240 = 75% of top rate

APPENDIX "A" - CONTINUED

6241 - 7280 = 80% of top rate
7281 - 8320 = 85% of top rate
8321 - 9360 = 90% of top rate
9361 - 10400 = 95% of top rate
10401 + = top rate.

New Hires: Effective November 20th, 1993:

1st 12 months = 75% of classification rate
2nd 12 months = 85% of classification rate
Thereafter = Top rate.

Effective March 11, 2000 (for employees hired after this date):

0 - 1500 hours worked = 70% of classification rate
After first 1500 hours = 80% of classification rate*
12 months after the first 1500 hours = 90% of classification rate*
24 months after the first 1500 hours = Top Rate*

*Note: employees must be available for work. Any leave of absence, resulting in their unavailability, will extend the 12 month periods outlined above by a corresponding period of time.

If an employee is promoted from one (1) wage level to another and he or she can perform the new job, they shall receive the classified rate for the new job. If a period of training is required to enable the employee to properly perform the job, then the employee shall have a training period of four (4) weeks on the new job during which time they shall receive a rate of pay halfway between his or her old job rate and the new job rate.

An Accounts Payable I.C. (In Charge) Clerk shall be designated from the Accounts Payable Department and receive fifty cents (50¢) per hour in addition to the regular hourly rate of the Accounts Payable Clerk.

All full time employees as of April 29, 2007 shall receive a \$1,000.00 lump sum signing bonus.

All part time employees as of April 29, 2007 shall receive a \$500.00 lump sum signing bonus.

All employees as of August 3, 2008 shall receive a \$500.00 lump sum bonus.

LETTER OF UNDERSTANDING No. 1

BETWEEN: **H.Y. LOUIE CO. LIMITED**
2821 Production Way
Burnaby, 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, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

It is agreed by and between the Parties that subject to a request from the Okanagan IGA Retailers, the H.Y. Louie Company is prepared to ship goods to the Okanagan stores on its own trucks. The following conditions will apply:

1. The Teamsters Union acknowledges and agrees that the decision as to the movement of goods to the retail stores in the Okanagan is a matter of decision by the owner/operators of these stores only.
2. The delivery rate to the Okanagan stores by H.Y. Louie trucks must be and remain competitive with cartage rates charged by outside trucking companies.
3. The delivery rate to the Okanagan stores charged by H & R Transportation will not be increased as a result of H.Y. Louie trucking taking some delivery volume from H & R Transport.
4. Deliveries to the Okanagan stores will be made only if there is an opportunity to ship full loads, by weight or volume, and the resulting return run has a full load of backhaul. A full load is defined as 30,000 lbs. or more.
5. The extension of a delivery service to the Okanagan stores will not be a subject for collective bargaining.
6. This Letter of Understanding shall become null and void if any of the conditions imposed by the Okanagan owner/operators are not met.
7. Payment to the driver for any runs to the Okanagan will be made on the following basis:
 - a) Wage rates will be determined by miles driven. The official Provincial Mileage Guide will be used to determine mileages. The mileage rate shall apply for all

times worked driving. Time spent fuelling, repairing, chaining, waiting for roads to be cleared, or loading and unloading shall be paid for at the established hourly rate for the first ten (10) hours of such work in one (1) day. Any hours worked over ten (10) in one (1) day shall be paid at the rate of double time.

Drivers will also receive fifty dollars (\$50.00) to cover all incidental expenses for each lay-over night. If the expenses exceed fifty dollars (\$50.00), the driver shall bring in the necessary receipts and be reimbursed for any expenditure over fifty dollars (\$50.00).

b) Mileage rate - Effective August 1, 1992 - 0.59 cents

- 8. Where the designated Okanagan driver is unable to or unavailable to haul an Okanagan run, the delivery will be offered to certified class I drivers in accordance with seniority.
- 9. This Letter of Understanding will be part of and attached to the collective agreement.

DATED AT _____, BRITISH COLUMBIA, this _____ day of _____, 2007.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

LETTER OF UNDERSTANDING No. 2

BETWEEN: **H.Y. LOUIE CO. LIMITED**
2821 Production Way
Burnaby, 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,
Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Re: Vancouver Island Trucking

The Parties agree that all times worked by a Driver on any Vancouver Island trip be paid on the basis of one and one-quarter (1 1/4) hours pay for each hour worked. No run will be less than nine (9) hours of actual work.

These runs will be considered as one (1) day worked for purposes of the basic work week which means another four (4) days of work must be assigned to these Drivers.

Any Driver taking one (1) or more "Port Alberni" trips may opt out of working a full five (5) days provided his basic pay is at least forty (40) hours pay. If two (2) Port Alberni trips are taken it is understood that the Driver will work at least one (1) additional day in town at the straight time rate.

DATED AT _____, BRITISH COLUMBIA, this _____ day of _____, 2007.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

LETTER OF UNDERSTANDING No. 3

BETWEEN:

H.Y. LOUIE CO. LIMITED
2821 Production Way
Burnaby, 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, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Any training of new hires cannot be claimed by junior employees provided each new hire is assigned to work alongside a current employee for the entire shift. Only one trainee per regular employee per shift. Said training shall be limited to a maximum of five (5) full shifts per trainee.

DATED AT _____, BRITISH COLUMBIA, this _____ day of _____, 2007.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

LETTER OF UNDERSTANDING No. 4

BETWEEN: **H.Y. LOUIE CO. LIMITED**
2821 Production Way
Burnaby, 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, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

RE: PART TIME CASH & CARRY STAFF

The Parties recognize the unique nature of the Cash & Carry business and therefore:

1. Current full time staff at the Cash & Carrys cannot be reduced to part time as the result of the hiring of any part time Cash & Carry staff.
2. Part-time employees may be scheduled for a minimum of four (4) hours per shift. To maximize the number of hours a part-time employee may receive, it is understood that part time shifts shall be assigned in seniority order to part-time employees.

Senior employees hired after date of ratification shall be scheduled at least as many hours as junior employees within their classification within each work schedule. There shall be a fair rotation of shifts, as far as is practical for the operation of the store
3. Part-time employees may be scheduled for non-consecutive days of work.
4. Full-time employees may be required to start at different times during the week. Preference in shifts will be assigned in accordance with seniority provided the operational needs of the Cash and Carry can be met.
5. Full-time employees may be scheduled for non-consecutive days of work provided the affected full-time employees agree to said schedule.

6. The Cash & Carry operations that remain open for business after 5 P.M. and are cashed out and locked up no later than 9 P.M. are exempt from Article 20.17 and 20.18.

DATED AT _____, BRITISH COLUMBIA, this _____ day of _____, 2007.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

LETTER OF UNDERSTANDING No. 5

BETWEEN: **H. Y. LOUIE CO. LIMITED**
2821 Production Way
Burnaby, 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, Province of
British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Re: HEALTH & WELFARE BENEFIT PLAN

Effective December 1st, 1993, the Company shall implement a Health and Welfare Plan for all employees subject to the jurisdiction of this Collective Agreement and the following:

1. The Company agrees to provide to its employees the same level of benefit coverage that they previously enjoyed as members of the Teamsters Local 213 Health and Welfare Plan.
2. The only exception to this commitment is to replace the Survivor's Income benefit with an additional one times (1X) Group Term Life Insurance.
3. The Company will ensure that its insurance companies and plan administrators meet or better all policy and plan obligations as currently outlined in the policy and plans applicable to the 1991 - 1993 Collective Agreement.
4. The Company will ensure that any employee claims are dealt with as fast as possible with an emphasis on service to the employees.
5. If for any reason the Company should decide to change its insurance companies or plan administrators, and such change results in new or amended policies, the Union, or its designate will have an opportunity to review the new or amended policies to ensure that the levels of benefits are equal or better to those outlined in 3. above.
6. The Company cannot make any changes to the benefit levels defined in the Collective

Agreement without the consent of the Union.

7. If, for any reason, there is a disagreement between the Union and the Company on the application of any benefit, the matter is subject to the Grievance Procedure, Article 12, of the Collective Agreement.

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

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

LETTER OF UNDERSTANDING No. 6

BETWEEN: **H.Y. LOUIE CO. LIMITED**
2821 Production Way
Burnaby, 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, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

RE: VANCOUVER ISLAND BASED DRIVER

The parties have agreed to waive the hours of work provisions in the Collective Agreement in order to accommodate the Company's growth, reduce costs, and offer an employee the opportunity to live on the Island.

The following amendments are hereby agreed to:

1. The work week will be four (4) consecutive days.
2. The shift length will be ten (10) hours per day. In essence, any reference to a week as being five (5) days or a shift as being eight (8) hours is replaced by the above.
3. Should the Company's operational requirements change, #1 and #2 above may revert back to the actual language in the Collective Agreement.
4. The driver will be responsible for the care and upkeep of any company equipment. Such equipment may be owned, rented or leased and may include, but not be limited to, a tractor, trailer(s), and any communication devices necessary to perform the job.
5. Costs of any upkeep on the above equipment are to be borne by the Company.

The above conditions only apply to the first initial posting dated August 11, 1993.

6. The Company recognizes the relief driver assignment as bargaining unit work

and recognizes that the work should be offered on the basis of bargaining unit seniority.

7. Relief work assignments of three (3) working days or less may be assigned to Teamster members other than those in the bargaining unit (pursuant to Clause 1.05).
8. For each assignment of four (4) working days, the bargaining unit member accepting the work will be provided four (4) nights' hotel accommodation (kitchenette facility).
9. The Company will pay relief driver's ferry fares for the driver and his/her car both to and from the Island for each period of relief. Any consecutive weeks of absence are considered as one period.

The above conditions only apply to the relief driver.

DATED AT _____, BRITISH COLUMBIA, this _____ day of _____, 2007.

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

LETTER OF UNDERSTANDING No. 7

BETWEEN:

H.Y. LOUIE CO. LIMITED

2821 Production Way
Burnaby, 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, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

RE: ARTICLE 15.02 - PAY STATEMENTS

The Union has proposed that the Company add the printing of ATO and Sick Time accruals on pay cheques. The Company has agreed to the implementation of the above in due course as the payroll system allows it.

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

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

LETTER OF UNDERSTANDING No. 8

BETWEEN:

H.Y. LOUIE CO. LIMITED
2821 Production Way
Burnaby, 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, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

RE: ARTICLE 20.01

The Company and the Union agree to meet and discuss the operation of Article 20.01 within six (6) months of the introduction of a 6 or 7 day business week.

The Company and the Union can agree at any time to modify Article 20.01, if necessary.

The parties agree to continue to meet on a regular basis following the first meeting.

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

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART

LETTER OF UNDERSTANDING No. 9

BETWEEN: **H.Y. LOUIE CO. LIMITED**
2821 Production Way
Burnaby, 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, Province of British Columbia;

(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

Re: Article 20.16 Shift Change Procedure for a Full Week

The parties have agreed to the following procedure in the event that a replacement is needed for less than a full week to perform dayshift Forklift Operator or Receiver duties.

The Supervisor would contact a full time Loader/Order Picker in seniority order, from a previously designated volunteer group of full time Loader/Order Pickers trained in forklift operation (posted First Aid attendants are not included) as early as possible to fill the vacant position. There is no shift premium paid for these shifts. It is understood that there must be a minimum of eight (8) hours rest between the end of one (1) shift and the beginning of the next.

Should the most senior employee decline, the next most senior employee from the volunteer group would be contacted. In the event there is no senior employee from the volunteer group available, then part time Loader/Order Pickers will be contacted in seniority order to fill the vacancy.

The above procedure is being implemented on a trial basis. The Union and the Company may meet at any time to discuss its operation and to resolve any differences that may arise.

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

PARTY OF THE FIRST PART

PARTY OF THE SECOND PART
