

# **Collective Agreement**

**Between:**

**Canada Safeway Limited Gas Bars**

**And:**

**United Food and Commercial Workers  
International Union, Local 1518**

**Duration of Agreement:  
October 25, 2010 – October 24, 2015**

**Ratified by Membership Vote: December 15, 2011**



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**MEMORANDUM OF AGREEMENT** made this 15th day of December, 2011.

**BY AND BETWEEN:** CANADA SAFEWAY LIMITED, a body corporate carrying on business in the Province of British Columbia

(hereinafter referred to as the "EMPLOYER")

**AND:** UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1518, chartered by the United Food and Commercial Workers International Union

(hereinafter referred to as the "UNION")

**WHEREAS:** The Employer and the Union desire to establish and maintain conditions at the Company's Gas Bars which will promote a harmonious relationship between the Employer and the employees covered by the terms of this Agreement and desire to provide methods of fair and amicable adjustment of disputes which may arise between them; and to establish the framework to achieve an efficient operation of the Gas Bars.

**NOW THEREFORE:** The Employer and the Union mutually agree as follows:

## **Section 1 - BARGAINING AGENCY**

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The Employer recognizes the Union as the sole and exclusive collective bargaining agency for all present and future employees employed, in the Gas Bar/convenience store operations (hereinafter referred to as "Gas Bars") owned and/or operated by the Employer, in the Province of British Columbia, save and except the Fuel Station Operator and any person above the rank of Fuel Station Operator.

There shall be one Collective Bargaining Agreement, however, each gas bar unit will operate as an independent entity.

## **Section 2 - UNION SHOP**

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2.01 The Employer agrees to retain in its employ, within the bargaining unit as outlined in Section 1 of this Agreement, only members of the Union in good standing. The Employer shall be free to hire new employees who are not members of the Union, provided said non-members, whether part- or full-time employees, shall be eligible for membership in the Union and shall make application within ten (10) days after employment and become members within thirty (30) days.

2.02 The Employer agrees to provide each new employee at the time of employment with a form letter outlining to the employee his or her responsibility in regard to Union membership, and to provide the Union in writing with the name and address of each employee to whom they have presented the form letter, along with the employee's date of hire. The Employer will have new employees sign the Check-Off and Union Membership Application upon successful completion of training/orientation. The Union shall bear the expense of printing the letter, the contents of the letter to be

such that it is acceptable to the Employer. The Employer further agrees to provide the Union once a month with a list containing names of all employees who have terminated their employment during the previous month.

### **Section 3 - DEDUCTION OF UNION DUES**

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The Employer agrees to deduct from the wages of each employee, upon proper authorization from the employee affected, such initiation fees, Union dues, fines and assessments as are authorized by regular and proper vote of the membership of the Union. The Employer further agrees to automatically deduct Union dues from the wages of all new employees. The Union will supply an appropriate form to the Employer so that new employees, at the time of hire, will authorize Union dues deductions. This form will be applicable from the time the employee commences employment until such time as the Union submits an official dues checkoff to the Employer. The employee shall, within thirty (30) days after commencement of employment, provide the Employer with a signed authorization for such deductions. 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, accompanied by a written statement of the name and social insurance number of each employee for whom the deductions were made and the amount of each deduction. Dues checkoffs are to be submitted on a monthly or four-week basis showing amount deducted each week, for what purpose and the total amount deducted during the month or four-week period, as well as the Gas Bar number of each employee for whom the deductions were made. Union dues deducted by the Employer shall be shown on the employee's T4 slip.

## **Section 4 - SERVICE TECHNICIANS WORK CLAUSE**

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Subject to exclusions in Section 1 of this Agreement, all work in the handling and selling of merchandise in the Gas Bars of the Employer shall be performed only by employees of the Employer who are in the bargaining unit and who are members of the United Food and Commercial Workers' Union, Local 1518, with the following exceptions:

- (1) Fuel Station Operator and any person above the rank of Fuel Station Operator.
- (2) Rack Jobbers.
- (3) Salespersons, if merchandise is carried in the salesperson's vehicle.
- (4) Demonstrators (for the purpose of demonstrating product).
- (5) Hostesses (for the purpose of demonstrating services).
- (6) Special personnel assisting prior to opening and during major remodelling.
- (7) Salespersons or driver salesmen in the employ of soft drink distributors may sort and pick up their Company's returns in the course of their duties for their Employers.
- (8) Salespersons may remove their own Company's off-code product unsuitable for sale from shelves or display cases.
- (9) In the event there are major section changes due to the introduction of new product lines, the Employer may use outside help to



initially stock the new product only. This outside help would set up the space allocation for the existing product to be replaced.

Penalties for violation of this clause:

When there is a violation of the **Service Technician's** work clause by a vendor in any Gas Bar, a written warning from the Union will be given to the Employer. In the case of a subsequent violation(s) by the same vendor within the twelve (12) months following such notice, the Employer will be subject to the payment of a one hundred dollar (\$100.00) fine. If further violations within the twelve (12) month period referred to, the penalty increases to two hundred dollars (\$200.00) for each further violation. Where no violation occurs for a period of twelve (12) months following a written warning or from the date of the last fine, the Employer shall be entitled to another written warning from the Union.

Where the Employer has been fined, such fine is to be dispatched to the Union.

**Section 5 - BASIC WORKWEEK - STATUTORY HOLIDAYS**

The Employer reserves the right to schedule hours of operation, employee hours of work, rest periods, meal periods and overtime work, subject to the following provisions:

5.01 The normal basic workweek for full-time employees shall be forty (40) hours, consisting of five (5) eight- (8-) hour days. As an alternative, workdays of four (4) hours to ten (10) hours may be scheduled by management to a maximum of forty (40) hours in a week, paid at regular rates of pay.

Commencing with their fifth (5th) week of employment, full-time employees shall receive forty (40) hours pay at straight time rates and shall work four (4) shifts, thirty-two (32) hours in a week including work on the Statutory Holiday in which one (1) Statutory Holiday occurs; three (3) shifts, twenty-four (24) hours in a week including work on the Statutory Holiday in which two (2) Statutory Holidays occur.

Part-time employees shall not be normally scheduled in excess of thirty-six (36) hours per week, or five (5) days per week as required by management in accordance with Section 10. Management may schedule workdays of four (4) hours to ten (10) hours paid at regular rates of pay.

Time worked in excess of forty (40) hours of actual work by a part-time employee during a week in which a Statutory Holiday or Statutory Holidays occur shall be paid at the rate of time and one-half (1-1/2).

- (1) During a week in which a Statutory Holiday or Statutory Holidays occur, the hours in excess of thirty-two (32) (Section 5.01) shall be offered by seniority and shall be voluntary.
- (2) If sufficient employees are not available, hours of work to the above maximum may be assigned by reverse seniority.
- (3) Work on the Statutory Holiday shall be paid at the appropriate Statutory Holiday rates.
- (4) The last such shift or shifts worked in such weeks shall be considered as the shift or shifts for which overtime applies.

5.02 The following days shall be considered Statutory Holidays: New Year's Day, Good Friday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day and all other public holidays proclaimed by the Federal, Provincial or Municipal Governments, provided that all other major gas competitors close on any such holiday proclaimed, and further, that in the case of a statutory holiday proclaimed by a Municipality, only those gas bars of the Employer in that Municipality shall be affected by the requirements of this Section.

Commencing with their fifth (5th) week of employment, employees shall receive the following Statutory Holiday pay:

Average hours worked in four (4) weeks preceding week in which holiday occurs:

- Twenty (20) but less than twenty-four (24)
  - four (4) hours pay for each holiday.
- Twenty-four (24) but less than thirty-two (32)
  - six (6) hours pay for each holiday.
- Thirty-two (32) hours or more
  - eight (8) hours pay for each holiday.

All work performed on a Statutory Holiday shall be paid for at the rate of time and one-half (1½) the employee's rate of pay and, where so entitled, the employee shall also receive pay for the Statutory Holiday.

If an employee is eligible for pay for a Statutory Holiday while on Workers' Compensation, it is understood and agreed that the maximum amount of pay that he will receive from such sources for any particular day shall not be more than one hundred percent (100%) of his or her normal daily pay.

By mutual agreement, Statutory Holidays may be scheduled in the week prior or the week following the week in which the Statutory Holiday occurs. Further, it is agreed re-scheduled Statutory Holidays will be scheduled with the employee's day off.

It is understood and agreed that all employees may be scheduled on Statutory Holidays on a rotating basis and the employees are to cooperate. No employee will unreasonably restrict their accessibility on Statutory Holidays.

5.03 Posting of Schedules: Work schedules will not be used for disciplinary or discriminatory purposes.

- (1) Work schedules for all full-time and part-time employees to be posted no later than 6:00 p.m. Saturday of each week for the following two (2) week period.
- (2) The Employer is required to make reasonable effort to advise individual employees of the changes to the work schedule once it has been posted.
- (3) The Employer will endeavour to schedule days off together for full-time employees.
- (4) Employees shall not be required to work split shifts except by mutual agreement.

The schedule of hours for the week or scheduled work period may be changed without notice in the event of unscheduled absence of employees, or in the event of emergencies such as storm, flood, breakdown of equipment, hazardous conditions, or other instances of *force majeure*. Such notice shall be given by management as far in advance as is practicable.

Part-time employees will co-operate in covering required hours of business and rotation of late shifts due to the limited number of persons in a work team at each Gas Bar. The Company has the right to call in other part-time employees, not previously scheduled to work, if required by the business.

5.04 Requested Time Off: Employees requesting and who are granted R.T.O. prior to posting of the work schedule, shall not have their hours of work for the week reduced as a result of the granting of the request. Employees shall exercise their seniority on those days that they are available. It shall be optional for the Employer to reduce the hours or days for any request made and granted after the posting of the work schedule.

5.05 Meal Periods: Meal periods shall not exceed one-half (1/2) hour unless mutually agreed otherwise. An employee working a shift of seven (7) hours or more shall be entitled to a meal period.

Employees required to work through their meal period shall be paid for actual time worked during their meal period. This payment will be in the form of a “flat pay adjustment.”

5.06 Rest Periods: All employees shall be entitled to one (1) fifteen (15) minute rest period for each work period of four (4) hours and

two (2) rest periods for shifts in excess of six (6) hours. If the employee is entitled to a meal period, one (1) rest period will be granted before and one (1) after the meal period.

Employees required to work through their rest period(s) shall be paid for actual time worked during their break period. This payment will be in the form of a “flat pay adjustment.”

5.07 Overtime: All time worked in excess of the basic workweek, as defined in Section 5.01 and 5.02 shall be paid at the rate of time and one-half (1-1/2) the regular rate. Compensating time off shall not be given in lieu of overtime pay. A part-time employee working more than five (5) shifts in one (1) week shall be paid at the rate of time and one-half (1-1/2) for work performed on the sixth (6th) shift and/or seventh (7th) day.

It is agreed that no one will be paid more than one (1) overtime premium for any overtime hours worked.

When required to work overtime, an employee may decline if he or she has a valid reason. Such refusal shall be accepted provided there is another employee on the shift when overtime is required who is prepared to work the overtime and has the ability to perform the work required.

It is understood by the parties that overtime may be required due to the minimum staffing of each Gas Bar. If sufficient employees are not available, the overtime shall be assigned by reverse seniority.

For purposes of the Collective Agreement, Sunday is considered the first (1st) day of the basic workweek and in the event an employee worked in excess of the basic workweek, as set out in

sub-section 5.01, the last such day or days worked in such weeks shall be considered as the day or days for which overtime applies.

5.08 Shift Interval: There shall be an interval of not less than ten (10) hours between shifts for all employees. An employee who is not allowed a ten (10) hour interval between shifts shall be paid at the rate of time and one-half (1-1/2) for time worked prior to the expiry of the ten (10) hour interval.

## **Section 6 - CLASSIFICATION OF EMPLOYEES**

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6.01 **Service Technician** - to perform any duties assigned in the Gas Bar.

## **Section 7 - WAGES AND BENEFITS**

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7.01 The Employer agrees to pay all persons covered by the terms of this Agreement not less than the following schedule of wages for all time worked during such time as this Agreement is in force, effective on dates as shown.

## SERVICE TECHNICIAN

<b>Accumulated Hours</b>	<b>Hourly Rates</b>				
	<b>March 1, 2011</b>	<b>Sunday Following Ratification (Dec 18/11)</b>	<b>June 3, 2012</b>	<b>June 2, 2013</b>	<b>June 1, 2014</b>
0 - 500		10.45	10.45	10.45	10.45
501 - 1000		10.50	10.50	10.50	10.50
1001 – 1500		10.55	10.55	10.55	10.55
1501 – 2000		10.60	10.60	10.60	10.60
2001 – 2500		10.65	10.65	10.65	10.65
2501 – 3000		10.70	10.70	10.70	10.70
3001 – 3500		10.75	10.75	10.75	10.75
3501 - 4000		10.80	10.80	10.80	10.80
4001 – 4500		10.85	10.85	10.85	10.85
4501 – 5000		10.90	10.90	10.90	10.90
5001 – 5500		10.95	10.95	10.95	10.95
5501 - 6000	11.25	11.25	11.45	11.65	11.85
6001 – 6500	11.55	11.55	11.75	11.95	12.15
6501 – 7000	11.85	11.85	12.05	12.25	12.45
7001 - 7500	12.15	12.15	12.50	12.85	13.20



**Employees who are actively employed at Ratification (December 15, 2011) and that have less than 5501 hours shall receive an off-scale increase of twenty-five cents (\$0.25) on September 30, 2012, September 29, 2013 and September 28, 2014. They will be placed off-scale until their experience hours allow them to progress to the next on-scale rate in the classification.**

Team Coordinator: At Management's sole discretion, where a Team Coordinator is required, such employee will be appointed as determined by Management. A premium of **eighty-five cents (\$0.85)** per hour for all hours of work shall be paid during the period of time an employee is so appointed. Such premium shall be paid in consideration of the supervising of employees and overseeing of the Company's assets.

Relief Rate: An employee relieving a Fuel Station Operator or Team Coordinator for all regular hours in excess of two (2) hours shall be paid a premium of forty cents (\$0.40) per hour for all time spent relieving while the Fuel Station Operator or Team Coordinator is not on shift.

An employee assigned to relieve the Gas Bar Supervisor for two (2) full calendar weeks or more shall receive \$0.50 cents per hour in addition to his or her regular hourly rate of pay for all time so employed. The premium will be paid to a maximum of one employee at any time.

Payday: There shall be a regular weekly pay by direct deposit and each employee shall be provided with a statement of earnings and deductions for the pay period covered.

Notwithstanding the foregoing, effective Sunday after ratification and upon four (4) weeks' notice to the Union and employees, the Employer may introduce a bi-weekly system of pay.

7.02 Minimum Hours: All employees shall be paid their regular hourly rate for each hour worked except where employed for less than four (4) consecutive hours per shift, in which event they shall receive a minimum of four (4) hours pay. An employee who is called for work and upon reporting finds that his or her services are not required shall receive two (2) hours pay.

7.03 Jury Duty Pay: An employee summoned to Jury Duty or Witness Duty, where subpoenaed in a court of law, shall be paid wages amounting to the difference paid them for Jury or Witness service and the amount they would have earned had they worked on such days. Employees on Jury or Witness Duty shall furnish the Employer with such statements of earnings as the courts may supply.

Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours on Jury Duty or Witness Duty and actual work on the job in the gas bar in one (1) day shall not exceed eight (8) hours for purposes of establishing the basic workday. Any time worked in the gas bar in excess of the combined total of eight (8) hours shall be considered overtime and paid as such under the contract, unless working ten (10) hour shifts as per subsection 5.01

7.04 Staff Meetings: Required employee meetings shall be exempt from the minimum hours section, and in any event the employee shall

not be reimbursed for more than one (1) hour at his or her regular rate of pay.

- 7.05 No employee may be required to make up cash register shortages unless he or she is given the privilege of checking the money and daily receipts upon starting and completing the work shift, and unless the employee has exclusive access to the cash register during the work shift and unless cash is balanced daily, except as specified below.

No employee may be required to make up register shortages when management exercises the right to open the register during the employee's work shift, unless the register is opened in the presence of the employee and the employee is given the opportunity to verify all withdrawals and/or deposits.

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

- 7.06 Credit For Previous Experience: Employees with prior comparable experience in the Gas Bar industry shall be granted credit for previous experience up to a maximum of five hundred and twenty (520) hours unless the Employer determines more credit is warranted in the circumstance.

- 7.07 UFCW Local 1518 Dental Plan: Effective January 4th, 2004, the Employer agrees with the Union to participate in the UFCW Local 1518 Dental Plan. This Plan will cover members of the Union employed by the Employer under this Agreement and the dependents of such members, in accordance with the eligibility provisions adopted by the Trustees. The Plan may also cover such other persons in the industry and their dependents on whose behalf

contributions have been made and who are approved by the Trustees.

There shall be a Board of Trustees made up of three (3) persons appointed by the Employers who are signatory to the Agreement and three (3) persons appointed by the Union. The Trustees shall appoint a Chair and, if the Trustees are unable to agree on the selection of a Chair, they shall request the Supreme Court of British Columbia to appoint such person from among their number.

The Trustees shall select a Trust Company, or such other financial institution, to which contributions by the Employer to the Plan shall be paid.

The Employer agrees to make contributions to the fund for each straight-time hour of actual work by all employees within the Bargaining Unit of this Collective Agreement. If it is determined by Actuarial advice that different contributions are required to maintain benefits under the Plan, then the contributions shall be changed in amounts and on dates determined by such Actuarial advice.

Contributions along with a list of employees for whom they have been made and the amount of the weekly contribution for each employee, shall be forwarded by the Employer to the Trust Company or a financial institution and, subsequently, to the UFCW. Local 1518 Dental Plan as established, 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. The Employer agrees to pay interest at the rate established by the Trustees on all contributions not remitted as stipulated herein.

The Trustees shall meet and shall decide on the type and form of the UFCW Local 1518 Dental Plan and shall employ counsel or consultants as they deem necessary and advisable.

It is agreed that, in the event the Government of Canada or the Province of British Columbia provides a noncontributory dental care plan with similar benefits, the Employer's obligations to continue contributions to the UFCW Local 1518 Dental Plan shall cease. It is further understood that should a government plan create duplicate benefits, then these benefits shall be deleted from the UFCW Local 1518 Dental Plan and the Employer's contribution in respect to the cost of these benefits shall cease.

**7.07 The parties agree that Section 7.01 does not prevent the implementation of additional premiums or other incentives as determined by the Employer from time to time and as mutually agreeable between the Employer and the Union.**

**7.08 When a Service Technician is required to use their personal vehicle as part of their assigned duties, he or she shall receive mileage in accordance with the Company's travel policy. The policy rate for mileage at ratification is forty-five cents (\$0.45) per kilometer and is reviewed on a regular basis.**

**7.09 Medical Reports: The Employer agrees to pay the fee for medical reports required by the Employer to a maximum of fifty dollars (\$50.00).**

## **Section 8 - VACATIONS WITH PAY - LEAVES OF ABSENCE**

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**8.01 Full-Time Employees shall receive annual vacation with pay according to their anniversary of employment as follows:**

	Vacation Pay /Time Off*
After one (1) or more years of employment by January 1st	2 weeks
After three (3) or more years of employment by January 1st	3 weeks
After eight (8) or more years of employment by January 1st	4 weeks

\* In the first partial year of employment, vacation entitlement at the rate of one and two-thirds (1-2/3) days of vacation per months worked shall be accumulated.

Part-Time Employees will receive vacation pay allowance based on their previous year's wages, earned January 1 to December 31, and paid to them during the month of March.

All employees will have an anniversary date of January 1.

- 8.02 Part-time employees shall be entitled to vacation time off and vacation pay as set out in the *Employment Standards Act* of B.C.
- 8.03 A part-time employee proceeding to full-time employment will be credited with the number of hours worked during the employee's continuous service with the Employer as a part-time employee, provided the employee's service is continuous from part-time to full-time. The number of hours worked will be divided by two thousand and eighty (2,080) to determine the number of continuous years of employment.
- 8.04 Vacation time off will be scheduled according to the employee's continuous years of employment with the Employer in the bargaining unit covered by the terms of this Collective Bargaining Agreement.

- 8.05 When a Statutory Holiday occurs during an employee's vacation an extra day's vacation with pay may be granted if the holiday is one which the employee would have received had the employee been working, or paid out at the discretion of the Employer.
- 8.06 Employees whose employment is terminated or if they terminate and give two (2) weeks' notice in writing to the Employer, shall receive all earned vacation pay.
- 8.07 Maternity leave shall count for vacation purposes. Leaves of absence for Union business relating to conventions and in the case of work in the Union office shall count for the purposes of vacations for a period of twelve (12) months.
- 8.08 Leaves of Absence: Except as otherwise indicated in the Collective Agreement, employees with one (1) year of service with the Employer shall be entitled to a Leave of Absence, without pay, for a period not to exceed six (6) months, upon written application through the Gas Bar Supervisor, copy to Human Resources Department of the Employer. Approval of the leave will be adjudicated on the basis of merit, compassion, educational purposes, length of service, and the operational needs of the Gas Bar. Final approval of Leaves of Absences will rest with the Human Resources Director. Employees who are granted leave under this provision shall accumulate seniority.
- 8.09 **Compassionate Care Leave: The Company is required to grant Compassionate Care Leave in accordance with the prevailing *Employment Standards Act* and Regulations.**

## **Section 9 - FUNERAL LEAVE - MATERNITY LEAVE**

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9.01 Funeral Leave: In the event of death in the immediate family of an employee, the employee will be granted leave of absence with pay. The length of such absence shall be at the discretion of the Employer. The term "immediate family" shall mean spouse, parent, child, brother, sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchild or any relative living in the household of the employee.

Notwithstanding the foregoing, if the death is a case of spouse, father, mother or child, the employee shall be entitled to three (3) days' leave of absence with pay.

It is understood that in the case of a part-time employee, the compensation shall be at the average hours worked during the preceding four (4) weeks.

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

An employee's day(s) off will not be altered to circumvent funeral leave benefit.

9.02 Pregnancy Leave:

1. A pregnant employee who requests leave shall be given an unpaid leave of absence without loss of seniority or other privileges for a maximum of seventeen (17) weeks, up to eleven (11) weeks prior to the expected delivery date and at least six (6) weeks after the actual delivery date. The employee may choose to delay the commencement of her pregnancy leave, provided she is medically fit to perform the full range of duties



of her position. This will not affect the employee's entitlement to pregnancy leave.

2. An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
3. An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under point (1) or (2).
4. All such requests must be submitted in writing at least two (2) weeks prior to the employee's return to work date.
5. In addition to the Pregnancy Leave set out above, the attending physician certifying that the health of the mother or child may be in danger by the mother continuing to work may extend such leave prior to delivery.
6. An employee requesting a shorter period than six (6) weeks after the actual birth to return to work must provide written notice to the Employer of not less than one (1) week before the date the employee proposes to return to work. If required by the Employer, the request must be accompanied by a physician's medical certificate stating the employee is able to return to work.
7. Benefit entitlement for the above leaves shall be as required by the B.C. *Employment Standards Act*.

### 9.03 Parental Leave:

1. An employee who requests parental leave under this section is entitled to:
  - a) for a birth mother who takes leave within one year of the birth of a child and in conjunction with pregnancy leave taken under Section 9.02 – up to thirty five (35) weeks of unpaid leave beginning immediately after the end of the leave taken under Section 9.02.
  - b) for a birth mother who does not take a leave under Section 9.02 in relation to the birth of a child – up to thirty seven (37) weeks of unpaid leave beginning after the child’s birth and within fifty two (52) weeks after that event.
  - c) for a birth father – up to thirty seven (37) weeks of unpaid leave beginning after the child’s birth and within fifty two (52) weeks after that event.
  - d) for an adopting parent – up to thirty seven (37) weeks of unpaid leave beginning within fifty two (52) weeks after the child is placed with the parent.
2. If certified by a licensed medical practitioner that the child requires an additional period of parental care, the employee is entitled to up to five (5) additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1) above.
3. The employee is required to give the Employer four (4) weeks’ advance notice in writing of their intention to take a leave under subsection 1 (a) (b) (c). The Employer may request this notice

be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to the leave.

4. Benefit entitlement for the above leaves shall be as required by the B.C. *Employment Standards Act*.

9.04 Paternity Leave: An employee about to become a father, or upon the adoption of a pre school-age child or children, shall be entitled to an unpaid leave of absence of up to five (5) days at the time of the birth or adoption.

## **Section 10 - SENIORITY**

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10.01 Seniority shall mean length of continuous service in the Bargaining Unit with the Employer from the date of the employee's most recent hire date within the Gas Bar. For clarification, continuous service shall include all leaves of absence from work pursuant to the Collective Agreement, i.e.: vacations, accident/illness, leaves of absence, etc.

10.02 A full-time employee, for purposes of seniority, shall mean an employee is scheduled forty (40) hours per week during a thirteen (13) consecutive week period in their gas bar. Paid time off will be considered as hours worked.

10.03 Full-time Status: Part-time employees shall proceed to full-time in their own location according to seniority.

10.04 Layoff and Recall: Length of continuous employment with the Employer shall govern in cases of layoffs and recall, except the position of Team Coordinator, provided the employee has the

ability to perform the work required. Employees shall be laid off and recalled on an individual Gas Bar location basis by seniority.

Employees laid off in accordance with the above provisions by the Employer shall be recalled, provided no more than six (6) months has elapsed since the last day worked by the employee.

If an employee, when contacted, for proper and sufficient reason is not immediately available to commence work, the next employee on the list can be hired temporarily. If the contacted employee cannot report for work until three (3) working days later, the employee shall exchange seniority with the next employee on the list who is immediately available for employment, until the employee is recalled, at which time the employee shall resume their original seniority status. If the employee does not report in one (1) calendar week from date of recall without proper or sufficient reason, the employee shall be dropped from the seniority list.

The employee shall keep the Employer informed of their current address and telephone number. If the Employer is unable to contact the employee within five (5) working days, or if the employee is contacted and refuses the employment without proper and sufficient reason by the end of the five (5) day period, the employee will be dropped from the seniority list.

10.05 Preference in available hours of work in a Gas Bar shall be given to the senior employees provided they are available and can perform the work. The foregoing does not imply an obligation to schedule more hours than the Employer has determined are necessary.

It is understood that the employee shall assume his or her responsibility in notifying or in reporting any violation of the seniority clause in the allocation of hours at the earliest possible time. Any monetary adjustment or compensation arising from incorrect scheduling shall not be paid retroactively for a period greater than two (2) weeks prior to the time the grievance was first lodged.

Where it can be shown that shifts have been scheduled to deny senior employees available hours this shall be discussed between the Parties. Where a disagreement arises regarding this clause and results in a grievance, the Parties will have two (2) weeks (from date the matter is brought to the attention of the Employer) to correct any errors in scheduling before a claim for lost wages can be filed.

#### 10.06 Transfers:

1. Transfers are at the sole discretion of the Employer and normally will only be considered in the instance of a Gas Bar closure.
2. The Employer reserves the right to determine to which facility an employee is transferred and the employees' seniority in the affected facility(s) will be a consideration.
3. Transferred employees shall maintain their B.C. Company seniority in their new location.
4. If a transfer is granted for operational reasons other than a closure, then these transfers will be by mutual consent.

## **Section 11 - UNION'S RECOGNITION OF MANAGEMENT'S RIGHTS**

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The Union agrees that the management of the company, including the right to plan, direct and control Gas Bar operations, the direction of the working force and the termination of employees for proper cause, are the sole rights and functions of the Employer. During the first four (4) months of employment, each new employee shall be on probation. The decision whether to retain or not to retain the employee's services shall be the sole right of the Employer and any termination occurring during that period shall not be subject to Sections 12 and 13 of this Agreement. It is agreed that the probationary period will not apply if it can be shown that an employee has been terminated for any lawful Union activity as set forth in Section 14.07 of this Agreement. Those matters requiring judgment as to competency of employees are also agreed to be the sole right and function of management, subject however, to discharge of employees on grounds of alleged incompetency being processed under Sections 12 and 13 of this Collective Agreement, providing that such employees have been employed by the Employer four (4) months or more. The Parties agree that the foregoing enumeration of management's rights shall not be deemed to exclude other recognized functions of management not specifically covered in this Agreement. The Employer, therefore, retains all rights not otherwise specifically covered in this Agreement.

The exercise of the foregoing shall not alter any of the specific provisions of this Agreement.

## **Section 12 - GRIEVANCE PROCEDURE**

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12.01 Any complaint, disagreement or difference of opinion between the parties hereto concerning the interpretation, application, operation

or any alleged violation of the terms and provisions of this Agreement shall be considered a grievance.

Grievances shall be presented in writing and shall clearly set forth the grievance and the contentions of the aggrieved party, following which the Union representative or representatives and the Employer representative or representatives shall meet and in good faith shall earnestly endeavor to settle the grievance submitted. If a satisfactory settlement cannot be reached or if the party on whom the grievance has been served fails to meet the other party within fourteen (14) days of receiving the written grievance, either party may, by written notice served upon the other, require submission of the grievance to a Board of Arbitration, such Board to be established in the manner provided in Section 13 of this Agreement.

12.02 Grievances involving the dismissal or layoff of an employee **shall** be submitted to the Employer within ten (10) working days from the date of dismissal or layoff.

12.03 Any employee alleging wrongful dismissal may place his allegation before the Union representative and, if the Union representative considers that the objection of the employee has merit, the dismissal shall become a grievance and be subject to the grievance procedure as established by this Agreement.

12.04 The Employer agrees to reply in writing as to the disposition of all grievances submitted by the Union.

## **Section 13 - BOARD OF ARBITRATION**

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13.01 The Board of Arbitration shall be composed of three (3) members and shall be established as follows: (The parties may, by mutual consent, agree upon a single arbitrator).

Within ten (10) working days (excluding Sundays and holidays) following receipt of such notice, the Employer and the Union shall each select a representative to serve on the Board of Arbitration. The representative of the Employer and the representative of the Union shall, within five (5) days (excluding Sundays and holidays) after they have both been selected, choose an additional member to act as Chairperson. In the event of failure of the nominees of the Union and the Employer to agree upon a Chairperson within the five (5) day period specified, the Minister of Labour of British Columbia shall be immediately requested to name a third member who shall act as Chairperson of the Board of Arbitration.

Within five (5) days of the appointment of the impartial Chairperson, the Board of Arbitration shall sit to consider the matter in dispute and shall render a decision within fourteen (14) days after its first session. It is understood and agreed that the time limits as set forth herein may be altered by mutual agreement between the Employer and the Union.

No person shall serve on a Board of Arbitration who is involved or directly interested in the controversy under consideration. Grievances submitted to an Arbitration Board shall be in writing and shall clearly specify the nature of the issue.

In reaching its decision, the Board of Arbitration shall be governed by the provisions of this Agreement. The Board of Arbitration



shall not be vested with the power to change, modify or alter this Agreement in any of its parts, but may, however, interpret its provisions. The expense of the impartial Chairperson shall be borne equally by the Employer and the Union unless otherwise provided by law.

The findings and decision of the Board of Arbitration shall be binding and enforceable on all parties. A decision of a majority of the Board of Arbitration shall be deemed to be a decision of the Board.

13.02 In the case of discharge which the Board of Arbitration has determined to have been for an improper cause, the Board shall order the reinstatement of the employee and shall award him or her full or part back pay.

## **Section 14 - MISCELLANEOUS**

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14.01 Maintenance of Adequate Heating Facilities: The Employer agrees to maintain adequate heating facilities in each Gas Bar.

14.02 Union Decal: The Employer agrees to display the official Union decal of the United Food and Commercial Workers International Union in a location where it can be seen by customers.

14.03 Wearing Apparel

Special clothing, such as rain capes and parkas, are to be supplied by the Employer where required.

**The Employer shall provide each employee with two (2) shirts each calendar year. Employees shall be responsible for laundering and pressing these shirts. Employees who terminate**

**their employment with the Employer shall return all of their shirts to the Gas Bar.**

**New employees shall receive one (1) shirt when they are hired and a second shirt within six (6) months.**

**Employees with at least one (1) year of service at “We Serve” locations shall, upon presentation of proof of purchase, be reimbursed for the cost of work related footwear to a maximum of fifty dollars (\$50.00) per year.**

14.04 Time Off to Vote: The Employer agrees that it will fully comply with any law requiring that employees be given time off to vote.

14.05 Polygraph Tests: The Employer agrees that polygraph or similar lie detector tests will not be used.

14.06 Information: Where the Union requires information regarding accumulated hours of work for the purpose of establishing the pay rate of an employee, the Employer agrees to co-operate to supply such information back to a period of two (2) years or such longer time as may be required to establish his or her proper rate of pay.

In any grievance regarding hours worked by an employee and the amount paid to an employee, the Employer shall promptly supply such information in respect to the two (2) pay periods immediately prior to the request. If information for a longer period is required, the normal process of the grievance procedure shall apply.

The Union shall not use the foregoing provision to request information that does not pertain to a specific grievance of an employee.

14.07 Intimidation: No employee shall be discharged or discriminated against for any lawful Union activity, or for serving on a Union committee outside of business hours, or for reporting to the Union the violation of any provision of this Agreement.

If an employee walks off the job and alleges management has deliberately coerced or intimidated him or her into doing so, the matter shall be considered under the grievance procedure and, if such allegations are proved to be true, then the employee shall be considered not to have resigned. Such grievances must be filed no later than five (5) days after the incident that gave rise to the situation.

This is not to be construed to restrict management personnel from reprimanding an employee as required by his position to maintain the proper operation of the Gas Bar.

14.08 Picket Lines: The Employer agrees that in the event of a legal picket line of another trade Union being in existence at any of the Employer's Gas Bars covered by this Agreement, the Employer will in no way require or force members to report to work behind such a picket line. Nor will the Employer discipline or in any way discriminate against an employee who refuses to report to work while a legal picket line exists at his or her place of work.

14.09 Paid vacations and Statutory Holidays shall be considered as time worked for all purposes of the Collective Agreement.

14.10 Employee/Staff Locked Room: A locked room will be provided for employees to place personal belongings during their shift.

14.11 **Harassment and Discrimination:** **The Employer and the Union recognize the rights of employees to work in an environment free from harassment, including sexual harassment, and discrimination. The Company and the Union will publish a joint Policy against Harassment and Discrimination.** Where an employee alleges that harassment or discrimination has occurred on the job, the employee shall have the right to grieve under the Collective Agreement. **Harassment is a form of discrimination and is prohibited under the *Human Rights Code*.** Where an allegation of harassment or discrimination has been received by the Employer or the Union, it will be investigated on a priority basis in accordance with the joint policy. **The Employer and the Union agree to ensure that the Policy Against Harassment and Discrimination will be available and accessible to all employees.**

14.12 **Employee's Personnel File:** A copy of formal discipline report to be entered on an employee's file will be given to the employee. The employee will be required to sign management's copy. Such signature will indicate receipt of formal reprimand only.

Subject to giving the Employer advance notice, employees shall have access to their personnel file.

14.13 **Discipline Interviews:** Where an employee attends an interview with management for the purpose of receiving a formal discipline report or for a security interview, the employee shall have the right to a shop steward, or when there is not a shop steward available, a witness of his or her choice. **A concerted effort shall be made to include the shop steward in these matters wherever possible.** If during any other private corrective interview with management it is determined that there will be a discipline report on the

employee's record or the employee feels there is a violation of Section 14.07, the interview may be temporarily suspended so that the employee may call in **a shop steward, or if a shop steward is not available**, a witness of his or her choice. Any witness used by the employee in the above situations will be another employee working in the Gas Bar or adjacent store at the time the interview is being held. It is understood the witness is an observer and not a participant.

A copy of all such formal notices of discipline (i.e. written warnings, suspensions and discharges) shall be given to the Union through the Shop Steward.

14.14 No Discrimination: Both the Employer and the Union endorse the principles outlined under the B.C. *Human Rights Code* wherein it is illegal for either the Employer and/or the Union to discriminate in respect to employment or membership in the Union because of **race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, and age** or because that person has been convicted of a criminal or summary conviction offense that is unrelated to the employment or to the intended employment of that person. The parties agree that this list of protected grounds shall be amended concurrently when there are amendments to the *BC Human Rights Code*.

14.15 The Employer shall install some sort of “Hot Button” for security usage. As well, the Employer will ensure all employees have been given a security and safety orientation.

14.16 The Employer will ensure all Fuel Station Operators are provided with the proper information and forms to fully comply with Section 3 of the Collective Agreement.

14.17 The Company will limit the use of retail personnel to relieve a Gas Bar employee to emergency situations and unusual personal circumstances. The Company agrees that while a retail employee operates a Gas Bar, that employee shall be covered in every respect by the terms of the Collective Bargaining Agreement covering retail store employees.

14.18 Technological Change: The Employer will give to the Union in writing at least ninety (90) days notice of any intended technological change that affects the terms and conditions or security of employment of a significant number of employees to whom this Collective Agreement applies.

Should an affected employee wish to apply for vacancies within the adjacent retail store they may do so by putting their request in writing. The Company agrees to give full consideration for such a request.

14.19 Advancement Opportunities: The Gas Bar Manager will post such opportunities in all Gas Bars.

## **Section 15 - TIME OFF FOR UNION BUSINESS - UNION REPRESENTATION**

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15.01 The Employer agrees that employees chosen to attend to Union business in connection with conventions, conferences, seminars or Union negotiations shall be given time off up to seven (7) days according to the following formula:

(1) Not more than one (1) employee from any one Gas Bar.

The Union shall notify the Employer at least three (3) weeks in advance of the commencement of all such leaves of absence.

Upon at least three (3) week's notice the Employer shall grant a leave of absence, for purposes of Union business, to one (1) employee on the following basis:

- Up to six (6) months' leave of absence without review and a further six (6) months by mutual agreement.

Provincial Conferences: In the event the Union should call a Provincial Conference, time off for Union business shall be granted according to the following formula:

(1) One (1) employee from each Gas Bar of the Employer shall be granted time off, once per calendar year

The Employer shall be given at least three (3) weeks' notice of such conference.

The Employer will bill the Union and the Union will reimburse the Employer for wages paid to the employee during such absence(s).

15.02 Visits of Union Representatives: Duly authorized full-time representatives of the Union shall be entitled to visit the Gas Bars for the purpose of observing working conditions, interviewing members and unsigned employees and to ensure that the terms of the Collective Agreement are being implemented.

The interview of an employee by a Union Representative shall take place on the employee's own time off the premises of the Employer.

- 15.03 Shop Stewards Recognition: It is recognized that shop stewards may be elected or appointed by the Union from time to time and the Employer will be kept informed by the Union of such appointments or elections.

The Employer agrees to recognize shop stewards and alternate shop stewards for the purposes of overseeing the terms of the Collective Bargaining Agreement being implemented and for the purposes of presenting complaints and grievances to the designated management of the Gas Bar.

Shop Stewards may introduce new members to the Union on their own time to present membership cards for signature.

The Company agrees to recognize one (1) Shop Steward and one (1) alternate Shop Steward per Gas Bar.

- 15.04 Joint Labour Management Meetings: The Employer and the Union agree to hold Joint Labour Management (JLM) Meetings to discuss any items that are a concern to either party arising out of the operation of the Gas Bar facilities covered by the Collective Agreement.

The purpose of these meetings is to promote a harmonious relationship between the management and employees. The parties will determine the frequency of the JLMs.



## **Section 16 – HEALTH AND SAFETY**

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The Employer has the primary responsibility for ensuring that safe conditions prevail within the workplace, to take appropriate and effective measures, both preventative and corrective, to protect the health and safety of employees so far as reasonably practical to do so.

This will include, but is not limited to, providing the Union with the details of the Employer's Violence in the Workplace "Preventive and Response Program".

Persons working on site will do so in a safe manner, respecting all safety rules.

The employer agrees to comply with the WCB Health & Safety Act.

The Union will be provided with applicable incident reports and recommendations flowing from any incident.

To ensure there is ongoing Health and Safety support for the Gas Bars, the Health and Safety Committee in the adjacent store may be used as a resource **and where practicable, a gas bar worker may participate in the adjacent store's monthly health and safety meeting as a recognized visitor.**

Health and Safety concerns brought to the Company's attention will be forwarded to the attention of the Health and Safety Committee as well as recorded in the Health and Safety Meeting Minutes.

The Company agrees that during the term of this Agreement it will provide special clothing such as rubber boots, rubber gloves, safety

goggles, raincoats, parkas, snow pants **and coveralls** in appropriate sizes and in accordance with past practice **and WCB requirements**.

## **Section 17 – REGISTERED RETIREMENT SAVINGS PLAN (RRSP)**

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Employees who have worked continuously for **three thousand (3,000)** hours shall be eligible to qualify for a maximum RRSP contribution payment by the Company of 1.25% of the employee's annual gross earnings. To qualify, an employee must contribute to an RRSP fund and verify payment to the Company prior to February 1<sup>st</sup> the amount paid to an RRSP fund at a financial institution. The Company will match the employee's contribution, which in no event will exceed a maximum contribution of 1.25% of the employee's gross earnings in the previous calendar year. Such opportunity will be deemed waived if not exercised by February 1<sup>st</sup> of the following calendar year.

## **Section 18 - EXPIRATION AND RENEWAL**

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This Agreement shall be for the period from and including **October 25, 2010**, to and including **October 24, 2015** and from year to year thereafter, subject to the right of either Party to the Agreement, within four (4) months immediately preceding **October 24, 2015**, or any subsequent anniversary date thereafter to:

- (a) terminate this Agreement, in writing, effective **October 24, 2015**, or any subsequent anniversary thereof,
- (b) require the other party to this Agreement, in writing, to commence collective bargaining to conclude a revision or renewal of this Agreement.

Should either party give notice pursuant to (b) above, this Agreement shall thereafter continue in full force and effect and neither Party shall make any change in the terms of the said Agreement, or increase or decrease the rate of pay of any employee for whom collective bargaining is being conducted, or alter any other term or condition of employment until:

- (1) The Union gives notice of strike in compliance with the *Labour Relations Code* of British Columbia, or
- (2) The Employer gives notice of lockout in compliance with the *Labour Relations Code* of British Columbia.

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

**SIGNED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, \_\_\_\_\_.

**FOR THE UNION**  
UNITED FOOD AND  
COMMERCIAL WORKERS,  
LOCAL 1518

**FOR THE EMPLOYER**  
CANADA SAFEWAY

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Ivan Limpricht

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Terri Griffing

**LETTER OF UNDERSTANDING #1**

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**Re: Truck Drivers**

The Employer agrees that at no time will truck drivers be permitted to work in the sales area or in the stock room of the Gas Bar, except in the loading and unloading of trucks.

**SIGNED THIS 18th DAY OF June, 2002.**

**RENEWED THIS 3rd DAY OF July, 2007.**

**RENEWED THIS 15th DAY OF December, 2011.**

**FOR THE UNION  
UNITED FOOD AND  
COMMERCIAL WORKERS,  
LOCAL 1518**

**FOR THE EMPLOYER  
CANADA SAFEWAY**

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Ivan Limpricht

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Terri Griffing

**LETTER OF UNDERSTANDING #2**

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**Re: Gas Bar Locations over 3,500 sq. ft.**

The Employer and the Union agree the terms and conditions of this Collective Bargaining Agreement shall be renegotiated for any Gas Bar location that is greater than three thousand five hundred (3,500) square feet (not including the gas pumps and the lot).

**SIGNED THIS 18th DAY OF June, 2002.**

**RENEWED THIS 3rd DAY OF July, 2007.**

**RENEWED THIS 15th DAY OF December, 2011.**

**FOR THE UNION  
UNITED FOOD AND  
COMMERCIAL WORKERS,  
LOCAL 1518**

**FOR THE EMPLOYER  
CANADA SAFEWAY**

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Ivan Limpricht

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Terri Griffing

## **LETTER OF UNDERSTANDING #3**

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### **Re: Section 10.05 – Preference In Available Hours**

For clarification purposes in this new collective agreement, the parties agree that the language in Section 10.05 in regard to “Preference in available hours of work in a Gas Bar shall be given to the senior employees provided they are available and can perform the work”, means the same as it has in “Retail” for many years. Simply put, it means that the senior employee will be scheduled to the longest shift, each day of the workweek. The Company determines the coverage required and the shifts that are available to be worked by the bargaining unit. By seniority, on a daily basis, employees can maximize their hours of work. This contract language does not give the employee any preference in the time of day or night s/he may be scheduled or one day over another if the lengths of the shifts are the same.

Also, hours of work performed by the “Fuel Station Operator” and the “Team coordinator” are not considered “available” hours, under this section, and therefore are not claimable by other employees.

**SIGNED THIS 18th DAY OF June, 2002.**

**RENEWED THIS 3rd DAY OF July, 2007.**

**RENEWED THIS 15th DAY OF December, 2011.**

**FOR THE UNION  
UNITED FOOD AND  
COMMERCIAL WORKERS,  
LOCAL 1518**

**FOR THE EMPLOYER  
CANADA SAFEWAY**

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Ivan Limpricht

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Terri Griffing

**LETTER OF UNDERSTANDING #4**

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**Re: Closure of Gas Bar Locations**

**In the event that the Company decides to close some of all of its Gas Bar operations, the parties shall meet to discuss employees' options. During these discussions, the parties shall give consideration to the potential for transfer into the adjacent store. It is understood that any such transfer would be subject to the store's collective agreement.**

**SIGNED THIS 15th DAY OF December, 2011.**

**FOR THE UNION  
UNITED FOOD AND  
COMMERCIAL WORKERS,  
LOCAL 1518**

**FOR THE EMPLOYER  
CANADA SAFEWAY**

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Ivan Limpricht

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Terri Griffing





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